

# Contract of Sale of Real Estate

**Property address**                      **UNIT 14 6 HENSLEY ROAD LALOR VIC 3075**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

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

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

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

.....

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

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

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

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

**Print name(s) of person(s) signing:**                      **RUPESH PATHAK AND PUSPA BHATTARAI PATHAK**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

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

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

#### Vendor

**RUPESH PATHAK AND PUSPA BHATTARAI PATHAK**

#### Vendor's legal practitioner or conveyancer

##### Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:25/3464AJ

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

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

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

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12059	Folio	850	46	PS743444S

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **UNIT 14 6 HENSLEY ROAD LALOR VIC 3075**

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

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

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

Price \$

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

Balance \$ payable at settlement

**GST** (general condition 19)

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

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

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

**Settlement** (general condition 17)

is due on .....

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

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

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

Passport Number .....

NO .....

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

**Special conditions**

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☐ No ☐ Yes

(if yes, vendor must provide further details)

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

### GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

# Special Conditions

## 1. Auction

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

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

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

#### 4. Electronic Conveyancing

EC

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

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

#### 5. GST withholding

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

5.4 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

5.10 The vendor warrants that:

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

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

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



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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

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

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

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

## 8. Land Identity.

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

## 9. Condition Of The Property.

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

**9.6 General Condition 12 is Deleted from this Contract.**

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

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

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

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

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

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

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

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

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

**10. Improvements.**

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

**11. Planning.**

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

**12. Restrictions.**

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

**13. Settlement.**

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

Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.

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

#### **14. Licence Agreement.**

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

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

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

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

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

#### **17. Loans / Finance**

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

#### **18. Indemnity – Estate Agent**

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

#### **19. Adjustments of Outgoings**

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

(b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

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

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

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

20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).

20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.

20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

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

## **22. Trust**

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

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

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

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

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

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

## **23. Personal property securities register**

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

## **24. Solar Panels**

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

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

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

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

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

## **25. Christmas & New Year Holiday Period**

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

## **26. PROPERTY SOLD "AS IS"**

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

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

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

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

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

## **27. OWNERS CORPORATION AGM**

The purchaser acknowledges they should contact the Owners Corporation Manager and make their own enquiries as to the details of the AGM so that they are aware of any future liabilities, including levies and/or works to be undertaken and any defects if applicable.

The Purchaser cannot delay settlement and shall not be entitled to make any requisition or objection, or claim any compensation, or seek any contributions towards any costs, fees or contributions from the Vendor as a result of any matters raised at the AGM or information provided in the Minutes from the AGM.

The Purchaser acknowledges having verified the information contained in the Owners Corporation Certificate and its enclosures and shall not make any requisition nor claim any compensation from the Vendor in respect of any matters contained in the Owners Corporation Certificate and/or its enclosures.

## GUARANTEE & INDEMNITY

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

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

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

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

## SCHEDULE

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

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

**EXECUTED AS A DEED** on the ..... of ..... 2024

**SIGNED SEALED AND DELIVERED BY** )

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

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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



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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

# Money

## 14. DEPOSIT

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

## 15. DEPOSIT BOND

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

condition 15.5 to the extent of the payment.

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

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

## **16. BANK GUARANTEE**

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## **17. SETTLEMENT**

17.1 At settlement:

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

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

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

## **18. ELECTRONIC SETTLEMENT**

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

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

18.3 Each party must:

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.5 The purchaser must:

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

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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



### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

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

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

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

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

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

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

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land**

UNIT 14 6 HENSLEY ROAD LALOR VIC 3075

**Vendor's name**

RUPESH PATHAK

**Date**  
/ /

**Vendor's  
signature**

**Vendor's name**

PUSPA BHATTARAI PATHAK

**Date**  
/ /

**Vendor's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. As attached
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	As attached
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	As attached

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

### 3.3. Designated Bushfire Prone Area

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

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

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

### 4.2. Agricultural Chemicals

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

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

### 4.3. Compulsory Acquisition

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

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

## 5 BUILDING PERMITS

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

Are contained in the attached certificate.

## 6 OWNERS CORPORATION

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

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

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

Not Applicable.



## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 12059 FOLIO 850

Security no : 124123330960M  
Produced 01/04/2025 05:45 PM

### LAND DESCRIPTION

Lot 46 on Plan of Subdivision 743444S.  
PARENT TITLE Volume 12016 Folio 652  
Created by instrument PS743444S Stage 2 14/02/2019

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
RUPESH PATHAK  
PUSPA BHATTARAI PATHAK both of UNIT 14 6 HENSLEY ROAD LALOR VIC 3075  
AT080430L 17/03/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT080431J 17/03/2020  
COMMONWEALTH BANK OF AUSTRALIA

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

### DIAGRAM LOCATION

SEE PS743444S 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 14 6 HENSLEY ROAD LALOR VIC 3075

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 17/03/2020

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS743444S

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

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS743444S</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>01/04/2025 17:45</b>

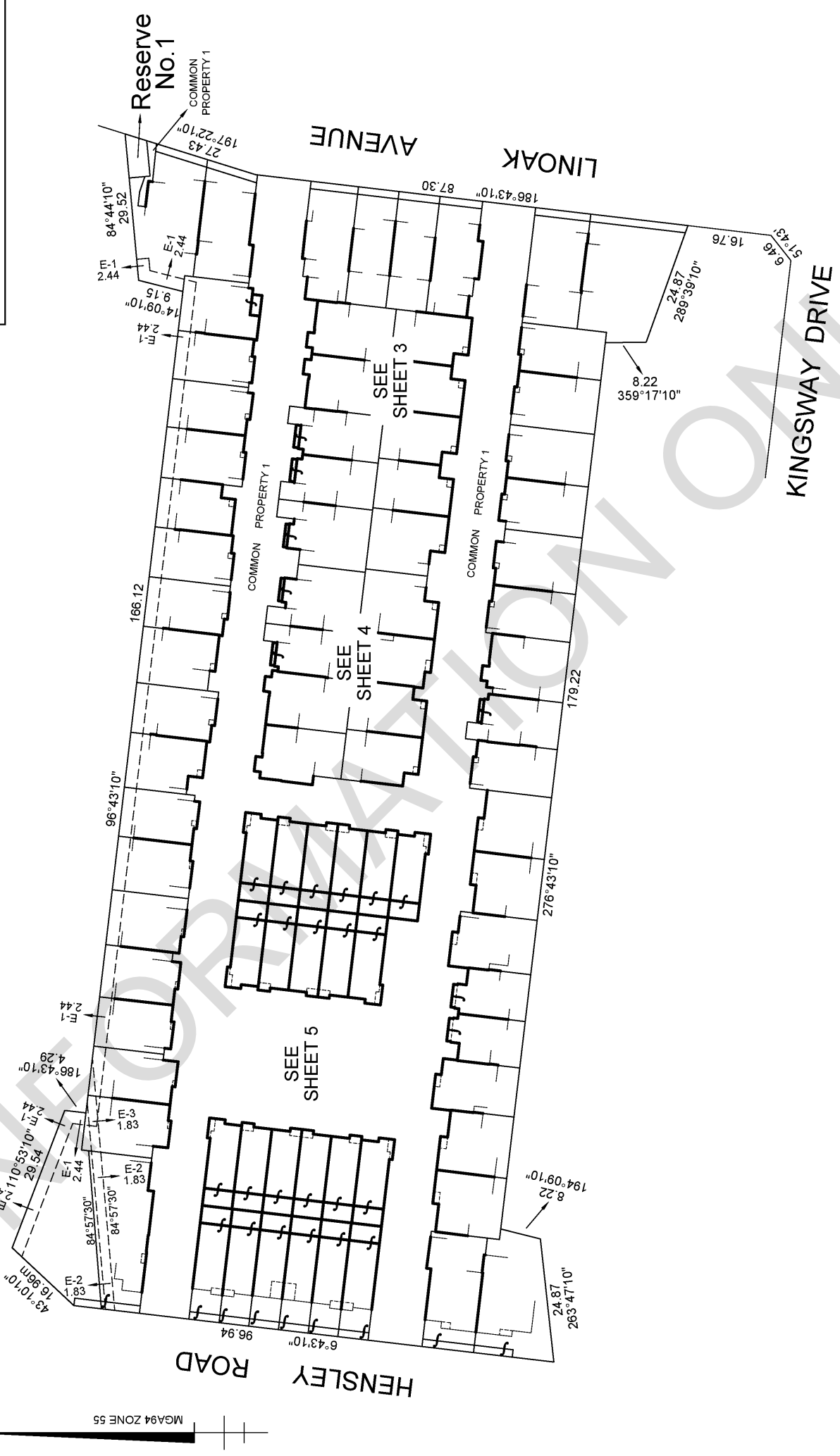
**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION			EDITION 2	PS743444S
<b>LOCATION OF LAND</b>  PARISH: <b>WOLLERT</b> TOWNSHIP: ..... SECTION: ..... CROWN ALLOTMENT: ..... CROWN PORTION: <b>3 (PART)</b> TITLE REFERENCE: <b>Vol 8741 Fol 015</b>  LAST PLAN REFERENCE: <b>Lot 242 on LP72678</b> POSTAL ADDRESS: <b>3 Linoak Avenue</b> (at time of subdivision) <b>LALOR 3075</b>  MGA CO-ORDINATES: E: <b>324 660</b> ZONE: <b>55</b> (of approx centre of land in plan)      N: <b>5829 580</b> GDA <b>94</b>			Council Name: Whittlesea City Council  Council Reference Number: 609274 Planning Permit Reference: 609274 SPEAR Reference Number: S088169H  Certification  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 03/07/2018  Statement Of Compliance issued: 12/09/2018	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b> For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.  Common Property No 1 is all the land in this plan except the land contained in Reserve No.1 and Lots 1 to 87 (both inclusive).  Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: <u>Median:</u> Boundaries marked 'M'; and <u>Exterior Face:</u> All other boundaries.  <b>OTHER PURPOSE OF PLAN</b> 1. To remove those parts of the drainage and sewerage easement (E-1) created on LP72678 that are not shown on this plan 2. To remove those parts of the drainage easement (E-3) created on LP72678 that are not shown on this plan <b>GROUND'S FOR REMOVAL:</b> By directive in Planning Permit No. 609274 Lots 1, 2, 20 - 25 (both inclusive) 61 - 68 (both inclusive), 86 and 87 are affected by a restriction. Refer to sheet 6 of this plan for details.  PROJ - denotes Projection	
Reserve No.1	AusNet Electricity Services Pty Ltd			
NOTATIONS				
DEPTH LIMITATION: Does Not Apply			<b>AREA OF STAGE:</b> 2.077ha <b>No. of Lots:</b> 87 Lots	
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is a staged subdivision. Planning Permit No.609274				
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 ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	2.44	LP72678	Lots in LP72678
	Sewerage		This Plan	Whittlesea City Council
	Drainage			Yarra Valley Water Corporation
	Sewerage			
E-2	Sewerage	1.83	C/E H408769	MMBW
E-3	Drainage	1.83	LP72678	Lots in LP72678
	Sewerage		This Plan	Whittlesea City Council
	Drainage			Yarra Valley Water Corporation
	Sewerage			
	Sewerage		C/E H408769	MMBW
TAYLORS		SURVEYORS FILE REF: Ref. 02982-S1 Ver. 12		ORIGINAL SHEET SIZE: A3
Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorssds.com.au		Digitally signed by: Mark Peter Grey (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (12), 18/06/2018, SPEAR Ref: S088169H		SHEET 1 OF 6
				THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

PS743444S

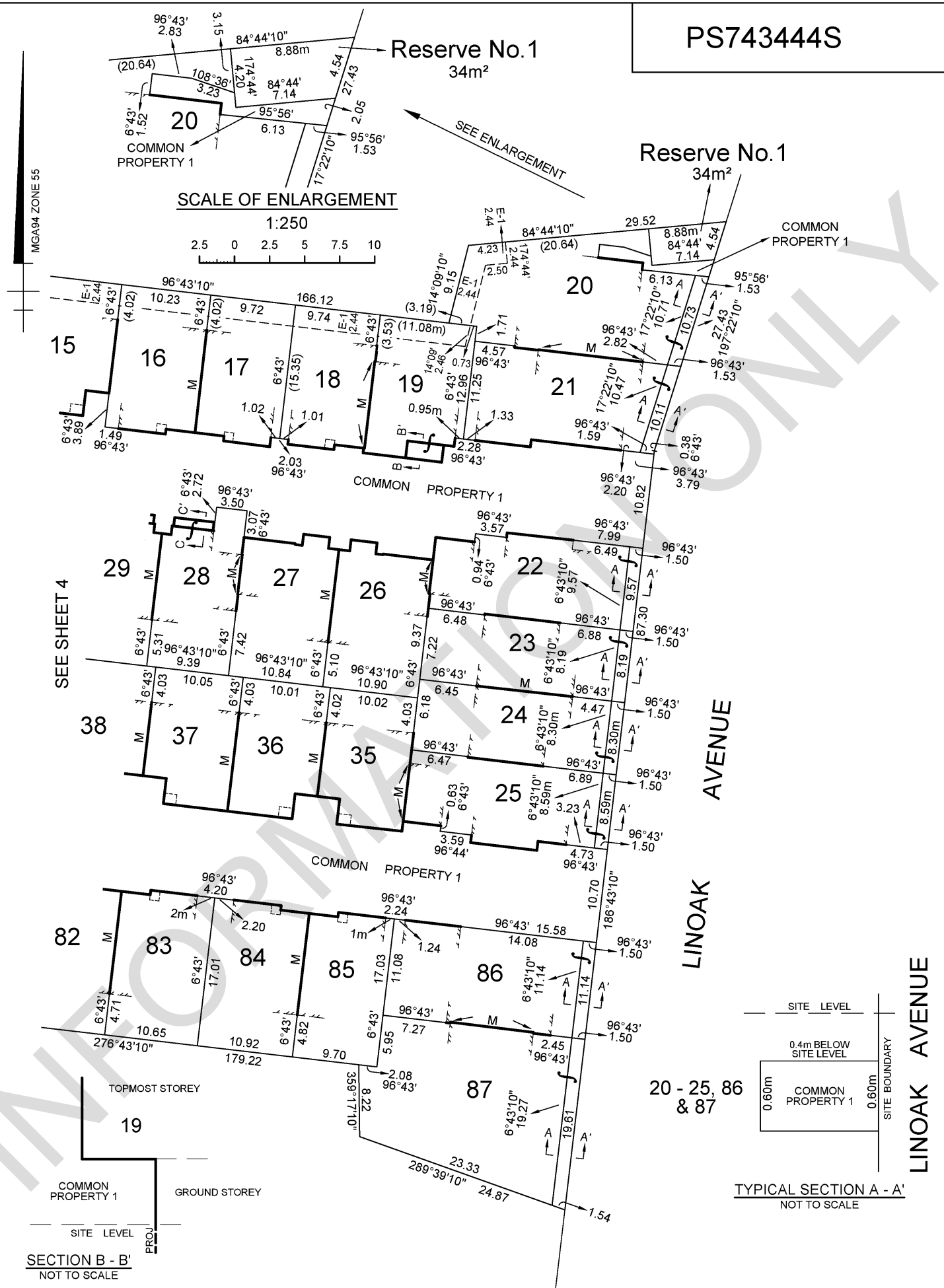


**TAYLORS**  
Urban Development | Built Environments | Infrastructure  
8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorstds.com.au](http://taylorstds.com.au)

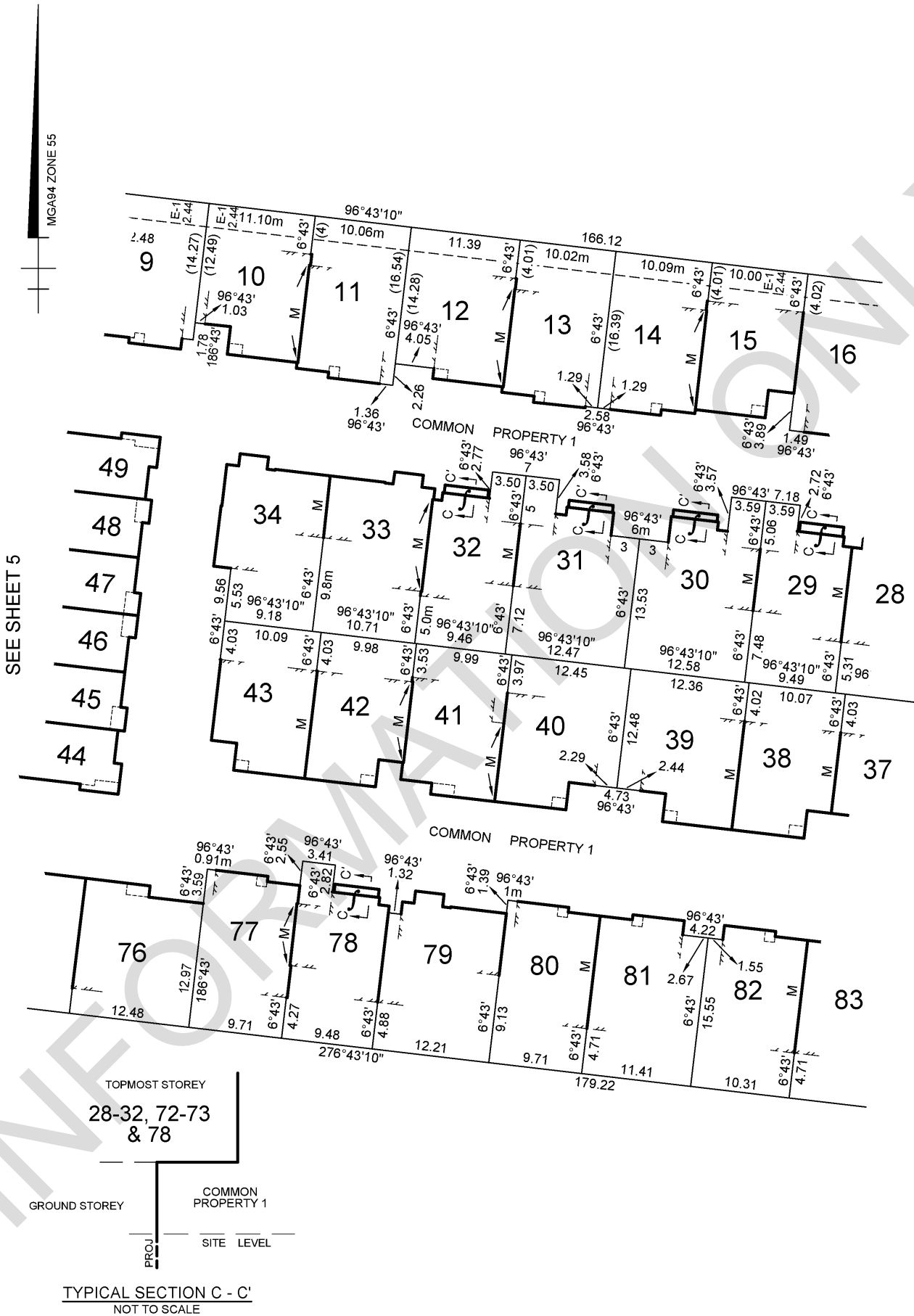
Licensed Surveyor:  
MARK PETER GREY / Version No 1

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 02982-S-COMP Ver. 1	SHEET 2
----------------	---	----------------------------	-----------------------------	---------

PS743444S



PS743444S



**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorss.com.au

1:400

4 0 4 8 12 16  
LENGTHS ARE IN METRES

Licensed Surveyor:

MARK PETER GREY / Version No 1

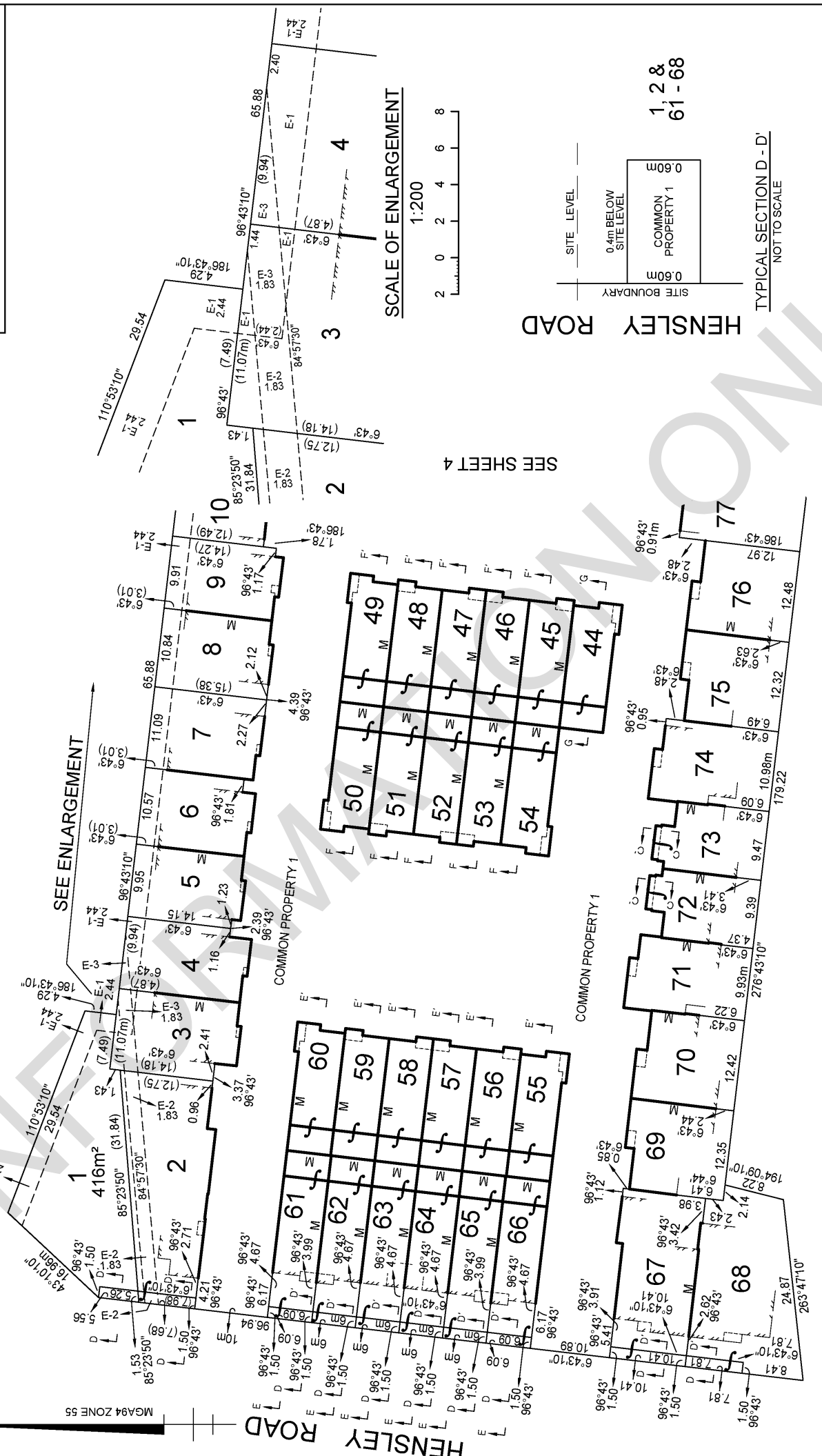
ORIGINAL SHEET  
SIZE: A3

Ref. 02982-S-COMP  
Ver. 1

SHEET 4

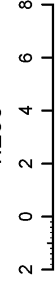


PS743444S



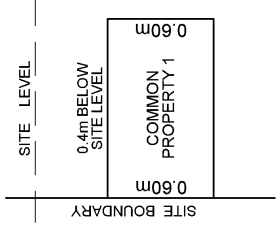
SCALE OF ENLARGEMENT

1:200



HENSLEY ROAD

1, 2 &  
61 - 68



TYPICAL SECTION D - D'  
NOT TO SCALE

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE  
1:500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

Licensed Surveyor:

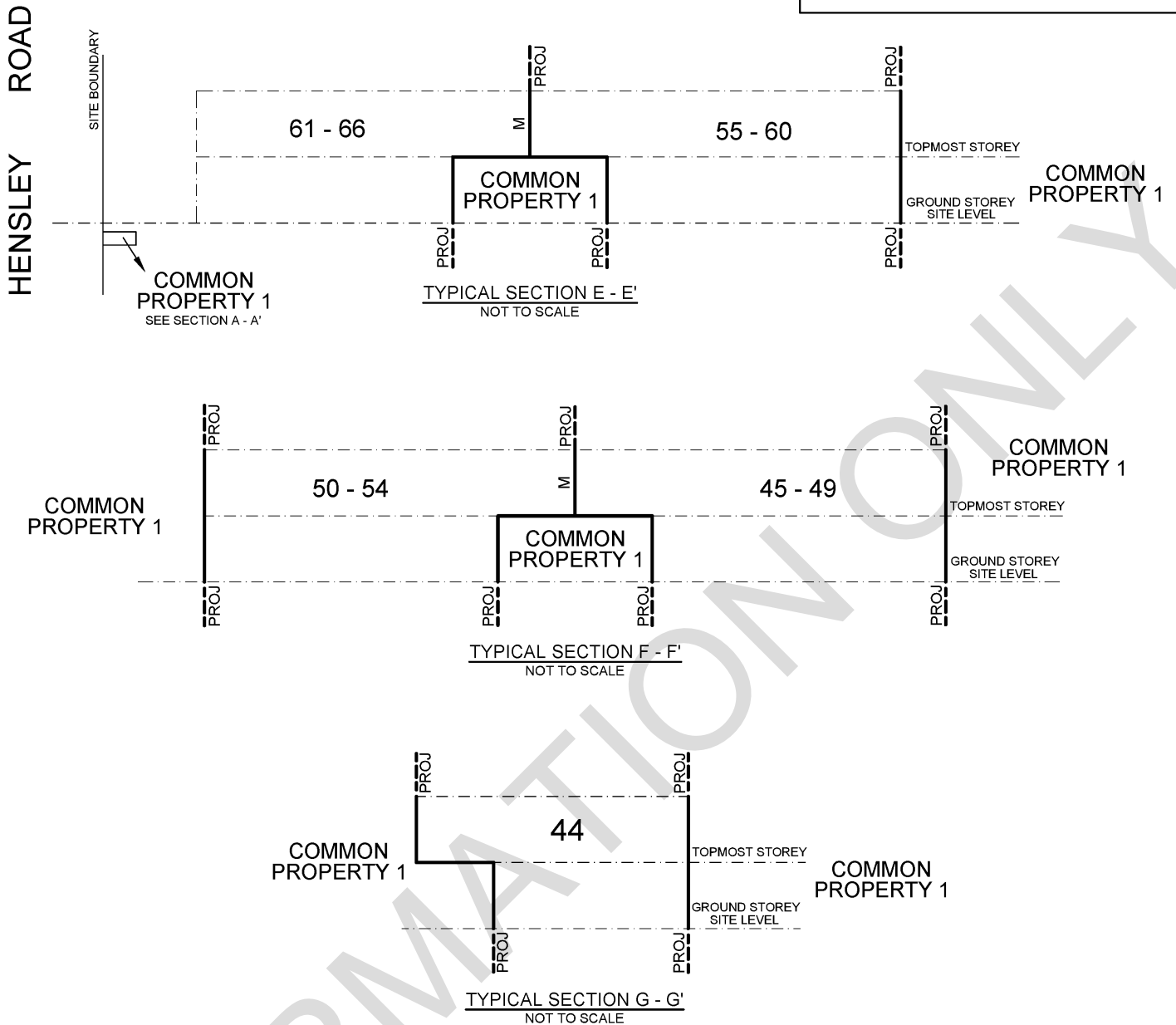
MARK PETER GREY / Version No 1

ORIGINAL SHEET  
SIZE: A3

Ref. 02982-S-COMP  
Ver. 1

SHEET 5

PS743444S



## CREATION OF RESTRICTION

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: Lots 1, 2, 20 - 25 (both inclusive) & 61 - 68 (both inclusive), 86 and 87 on this plan  
 LAND TO BENEFIT: All lots on this plan

## DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or erect or allow to be built or erected any boundary fence which lies on or near the front boundary abutting Hensley Road on the plan herein.



Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Licensed Surveyor:

MARK PETER GREY / Version No 1

ORIGINAL SHEET  
 SIZE: A3

Ref. 02982-S-COMP  
 Ver. 1

SHEET 6

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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: 01/04/2025 05:45:13 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743444S**

The land in PS743444S is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 87.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 2 LEVEL 5 517 ST KILDA ROAD MELBOURNE VIC 3004

AW309199P 30/11/2022

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. AR566212G 18/10/2018

### Additional Owners Corporation Information:

OC040960R 20/09/2018

### 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	46	46
Lot 2	64	64
Lot 3	38	38
Lot 4	38	38
Lot 5	37	37
Lot 6	38	38



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 05:45:13 PM

OWNERS CORPORATION 1  
PLAN NO. PS743444S

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	39	39
Lot 8	39	39
Lot 9	38	38
Lot 10	49	49
Lot 11	38	38
Lot 12	49	49
Lot 13	38	38
Lot 14	38	38
Lot 15	48	48
Lot 16	38	38
Lot 17	38	38
Lot 18	36	36
Lot 19	51	51
Lot 20	60	60
Lot 21	58	58
Lot 22	50	50
Lot 23	54	54
Lot 24	54	54
Lot 25	50	50
Lot 26	49	49
Lot 27	48	48
Lot 28	47	47
Lot 29	47	47
Lot 30	50	50
Lot 31	50	50
Lot 32	47	47
Lot 33	49	49
Lot 34	48	48
Lot 35	48	48



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 05:45:13 PM

OWNERS CORPORATION 1  
PLAN NO. PS743444S

### Entitlement and Liability:

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

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 01/04/2025 05:45:13 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS743444S**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	43	43
Lot 66	45	45
Lot 67	62	62
Lot 68	51	51
Lot 69	48	48
Lot 70	50	50
Lot 71	40	40
Lot 72	44	44
Lot 73	44	44
Lot 74	41	41
Lot 75	50	50
Lot 76	50	50
Lot 77	38	38
Lot 78	43	43
Lot 79	50	50
Lot 80	38	38
Lot 81	39	39
Lot 82	38	38
Lot 83	38	38
Lot 84	38	38
Lot 85	38	38
Lot 86	59	59
Lot 87	58	58
<b>Total</b>	<b>3963.00</b>	<b>3963.00</b>

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

Statement End.

**Date of issue**  
02/04/2025

**Assessment No.**  
1059849

**Certificate No.**  
170658

**Your reference**  
76355834-018-8

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 14/6 Hensley Road LALOR 3075

**Description:** LOT: 46 PS: 743444S

**AVPCC:** 120 Single Strata Unit/Villa Unit/Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$550,000	\$120,000	\$27,500

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 2024 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 01/07/2024	\$1,287.98	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$47.85	
Waste Landfill Levy General levied on 01/07/2024	\$16.65	
Arrears to 30/06/2024	\$3,088.56	
Interest to 02/04/2025	\$219.51	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$4,792.55	
<b>Balance of rates &amp; charges due:</b>		<b>\$0.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$0.00</b>
--	---------------

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**

ABN 72 431 091 058

whittlesea.vic.gov.au



## 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:

Full private waste management service



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.

---

Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1059849



Phone 1300 301 185  
Ref 1059849



Biller Code 5157  
Ref 1059849

1st April 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	14/6 HENSLEY ROAD LALOR 3075
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30930047
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

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

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

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	14/6 HENSLEY ROAD LALOR 3075
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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	14/6 HENSLEY ROAD LALOR 3075
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

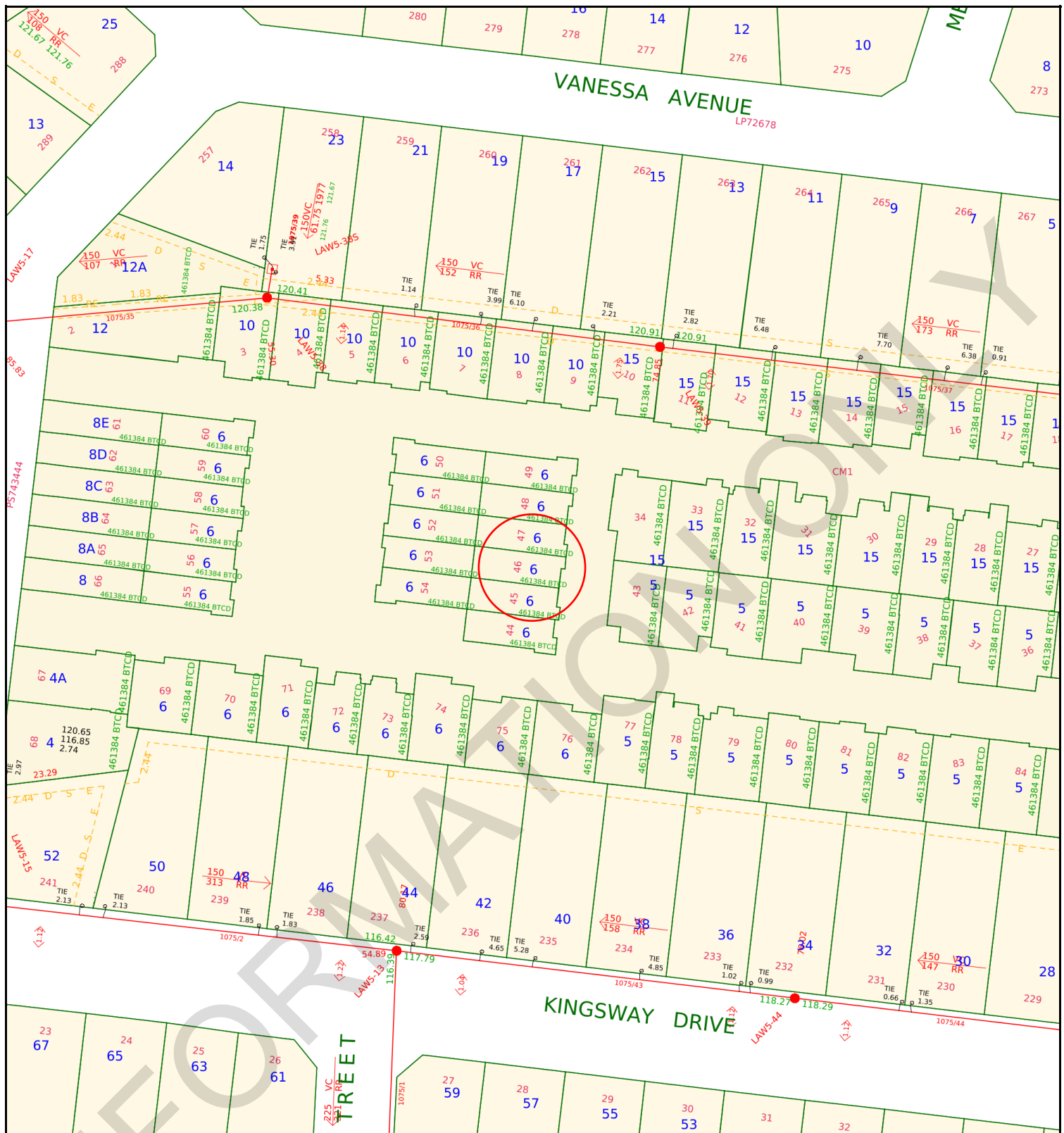
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30930047**

Address	14/6 HENSLEY ROAD LALOR 3075
Date	01/04/2025
Scale	1:1000



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

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

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

## RATES CERTIFICATE

**Account No:** 7720112195  
**Rate Certificate No:** 30930047

**Date of Issue:** 01/04/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 14/6 HENSLEY RD, LALOR VIC 3075	46\PS743444	5135662	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 27.000000kL x \$3.43420000 = \$92.72</i> Estimated Average Daily Usage \$0.97	01-11-2024 to 05-02-2025	\$92.72	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<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>			<b>\$191.01</b>



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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



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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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:** 5135662

**Address:** UNIT 14/6 HENSLEY RD, LALOR VIC 3075

**Water Information Statement Number:** 30930047

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 77201121955

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



Property Clearance Certificate
Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (25/3464AJ, 88694762, 01 APR 2025, ESYSPROD)

Land Address: UNIT 14, 6 HENSLEY ROAD LALOR VIC 3075

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 45977375, 46, 743444, 12059, 850, \$0.00

Vendor: PUSPA BHATTARAI PATHAK & RUPESH PATHAK
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR RUPESH PATHAK, 2025, \$120,000, \$0.00, \$0.00, \$0.00

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

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total. All values are empty.

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. All values are empty.

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description and Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$550,000; SITE VALUE (SV): \$120,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 88694762

## 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 = \$120,000

Calculated as \$975 plus ( \$120,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 88694762

### 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: 88694762

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/3464AJ

Certificate No: 88694762

Issue Date: 01 APR 2025

Enquires: ESYSPROD

Land Address: UNIT 14, 6 HENSLEY ROAD LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45977375	46	743444	12059	850	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$550,000
SITE VALUE:	\$120,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88694762

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	25/3464AJ
Certificate No:	88694762
Issue Date:	01 APR 2025

Land Address: UNIT 14, 6 HENSLEY ROAD LALOR VIC 3075

Lot	Plan	Volume	Folio
46	743444	12059	850

Vendor: PUSPA BHATTARAI PATHAK & RUPESH PATHAK

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

# Notes to Certificate - Windfall Gains Tax

Certificate No: 88694762

## 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

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 88694765</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 88694765</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
--	---	--

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1125901

## APPLICANT'S NAME & ADDRESS

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

DOCKLANDS

## VENDOR

PATHAK, RUPESH

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 46 PLAN PS743444 ALSO KNOWN AS 14/6 HENSLEY 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 4
- 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)

01 April 2025

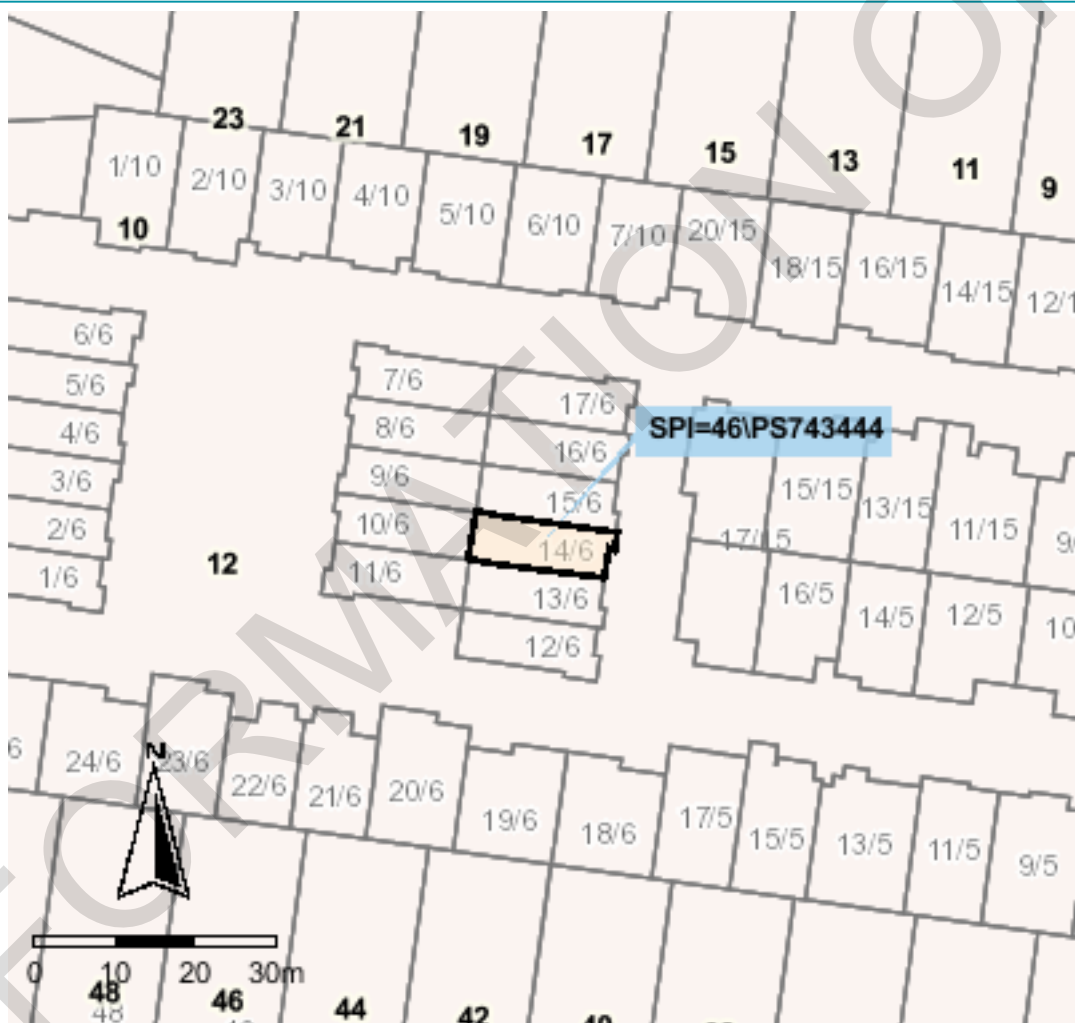
**Sonya Kilkeny**  
Minister for Planning

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.



## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 396012

NO PROPOSALS. As at the 1th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 14 6 HENSLEY 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: 1th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76355834 - 76355834174233 '396012'

Form 2  
Building Act 1993  
Building Regulations 2006 : Regulation 313  
Staged Permit BSU 14716/2015146/2 Stage2

**STAGES OF WORK PERMITTED:** Stage 2 Construction of Town Houses 01-09, 62-76 and Apartments 44-54 and 55-61

RE: Linoak Multi Dwelling- Stage 2

File No: 2015146/2 Stage2

TO:

**AGENT:**

Goldfield Corporation Pty Ltd

Suite 1 105 Rupert St

Collingwood 3066

**OWNERSHIP DETAILS:**

Lalor Development Co. Pty Ltd

Suite 1 105 Rupert St

Collingwood 3066

**ADDRESS FOR SERVING OF NOTICES:**

Name: Goldfield Corporation Pty Ltd

Suite 1 105 Rupert St

Collingwood 3066

Ph1: 03 9417 7688

Fax no:

**PROPERTY DETAILS:**

3 Linoak Ave Lalor 3075

PropertyName: Linoak Multi Dwelling- Stage 2

Allotment area

Title details

**MUNICIPAL DISTRICT:**

Whittlesea City Council

Prop N

**BUILDER:**

Chang Lin - Lalor Development

Address: Suite 1 105 Rupert St

Collingwood 3066

Phone: 9417 7688

BuilderCompany: Lalor Development Co. Pty Ltd

**PRACTITIONERS**

Chang Lin

DBU 37707

David O Flaherty

EE 40860

Michael Di Paola

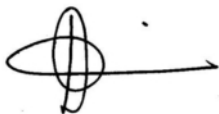
EC 2052

**FUNCTION AND ENGAGEMENT**

Engaged in various parts of the building work- \*1

Prepared documents only- \*4

Prepared documents only- \*4



Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



Michael Tsorlinis  
Tamara O'Reilly

EC32654  
18055

Prepared documents only- \*4  
Prepared documents only- \*4

#### DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit

**TAMARA O'REILLY**

**TAYLORS**

**18055**

DETAILS OF RELEVANT PLANNING PERMIT:

(if applicable)

Planning Permit No: 714922

Planning Permit Date: 13/08/2015

PROJECT ESTIMATED VALUE: \$6,682,500.00

NATURE OF BUILDING WORK: Construction of Stage 2 Town Houses 01-09 and 62-76 and Apartments 44-54 and 55-61

#### BUILDING DETAILS:

Class 1a i 10a 2 7a

Persons accommodated for

No of storeys

2

Allowable live load

1.5

Area (m2)

New floor area,m2

0

OCCUPATION/USE OF A BUILDING : An Occupancy Permit is required prior to Occupation

COMMENCEMENT AND  
COMPLETION

This building work must commence by 16/06/17 and must be  
completed by 16/06/18

Building Commission Permit Levy:

\$8,553.60

HIH Levy:

\$0.00

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



#### Notes of Building Permit:

Note 1. Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out building work. The penalty for non - compliance is 10 penalty units.

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

Note 3. Include building practitioners with continuing involvement in the building work.

Note 4. Include only building practitioners with no further involvement in the building work.

Note 5. Domestic builders carrying out domestic building work forming part of this permit where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

#### GENERAL

Mandatory inspections are to be undertaken by this company or a Structural Engineer if prior arranged. If a Structural Engineer is to undertake inspections then a Letter of Compliance signed by engineer is to be forwarded to this office for inspections undertaken.

A set of stamped drawings is to be kept on site throughout the period of project. If additional drawings are so required please contact our office.

Prior to the commencement of building works further permits may need to be sought under the provisions of other Acts and Regulations.

Variations to permitted drawings must be forwarded to our office for approval.

The person in charge of building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, and also the number of the relevant building permit are

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



the issue date of permit are displayed. The signage is to be displayed in a noticeable position accessible to the public prior to the commencement of building works and to remain visible and legible for the duration of building work.

- Fire Hazard Properties- The fire hazard properties of any material or assembly in a Class 2,3,5,6,7,8 and 9 building must comply with Clause C1.10 of the NCC

All new fixed surface finishes to comply with the following Fire Indices:

Spread of Flame Index LESS THAN OR EQUAL TO 9

Smoke Developed Index LESS THAN OR EQUAL TO 8 if the spread of flame index is more than 5

Floor materials and floor coverings to have a Critical Radiant Flux of not less than 1.2 kW/sq m if building or area is fitted with a sprinkler system or 2.2 kW/sq m if without.

In a building not protected by a sprinkler system, have a maximum smoke development rate of 750 percent per minute. Wall and ceiling lining materials must be group number 1,2 or 3 as required by BCA specification C1.10a.

Details of fire tests for each of these surfaces are to be provided for approval prior to installation.

Openings for service installations – Where onsite conditions require services pass through elements that are required to have a fire rating level the penetration is to comply with the provisions of Clause C3.12 and C3.15 of the BCA. All documents relating to proposed protection is to be forwarded to relevant building surveyor for approval.

Exit width-As per the provisions of Clause D1.6 of the NCC, counter width clearance forming a path of travel to an exit must be no less than 750mm.

Sprinklers- Alterations to the existing sprinkler system as part of building works must comply with AS 2118

Portable Fire Extinguishers- Are to be installed as per AS 2444 at a minimum mounting height of 100mm and a maximum mounting height of 1200mm above floor level. A 2A:20B:E dry chemical extinguisher is to be provided adjacent to any switchboards. There is to be appropriate signage to indicate extinguisher location, mounted not less than 2m above floor level and to comply with the provisions of AS2444.

Emergency Lighting and Exit Signage- Alteration and installation of emergency lighting and exit signage are to comply with the provisions of Clauses E4.2, E4.3, E4.5 and E4.6 of the BCA and AS 2293.1.

Mechanical Ventilation- All alterations to mechanical system must comply with the provisions of AS/NZS 1668.1 and AS/NZS 1668.2.

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



Certificates or statements which when applicable will be required for the Certificate of Final Inspection

- Statement or certificate from the mechanical services engineer or contractor stating that the mechanical systems (including ventilation, smoke exhaust, pressurization and the like) have been installed and commissioned to AS/NZS 1668.1 & AS/NZS 1668.2.
- Certificate from registered tester for alterations to sprinkler system in Accordance with Appendix C of AS 2118.1 including statement for the occupant warning system.
- Statement or certificate from electrical contractor stating that all new emergency lighting and exit signage is in accordance with AS 2293.1.
- Certificate from registered tester for smoke detection system, stating compliance with AS1670.1
- Statement or certificate of compliance from the smoke alarms contractor confirming the installation is in accordance with AS 3786.
- Electrical Compliance Certificate from electrical contractor.

#### **MANDATORY INSPECTIONS**

Inspection for Occupancy permit

Inspection of framework

Inspection of pad footings

Inspection of reinforcement

Inspection of foundations prior to reinforcement

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



### Prescribed Reporting Authorities

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

Prescribed Reporting Authorities	Matter Reported On	Regulation
Yarra Valley Water	To permit the construction of part of a building / buildings over an easement.	310
City of Whittlesea	To permit the construction of part of a building / buildings over an easement.	310

### PERMIT CONDITIONS

- Owner Builder is a registered Building Practitioner:  
In relation to Chang Lin being a registered Building Practitioner with a number of : DBU 37707  
I am satisfied that I am able to utilise the provisions of Sections of the Building Act being :  
  
Section 25 (B)  
  
to allow Chang to undertake works on this project as an owner builder as Chang is a Director of Lalor Development Co Pty Ltd ( owner of property).
- All building works are to be contained. Within the allotment
- All conditions within the Yarra Valley Water Build Over Easement Consent Letter Dated 7 December 2015 to be adhered to.
- This allotment IS NOT subject to termite infestation
- One of the following options is to be included in development of Town Houses  
  
Option A- RainWater Tank to be Installed  
  - Connected to service all sanitary flushing systems
  - Minimum volume of 2000 litres
  - To be installed to a minimum of 500mm from boundaryOR  
Option B- Solar Hot Water system-  
Installed in accordance with the Plumbing Regulations 1998
- No Part of a town house is to protrude across a fire rated party wall into an adjoining town house.
- This Building Permit does not include fire services currently being reviewed by Metropolitan Fire Brigade as part of a separate Regulation 309 Application. These matters will be covered under a following staged Building Permit.

**Approved Documents**  
ENERGY EFFICIENCY  
REPORTS

**Prepared By**  
PBD GROUP

**Document Numbers:**  
DATED 15 MARCH 2016

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au



HYDRAULIC DRAWINGS	ONEIL GROUP	DRAWINGS H01 -H09
STRUCTURAL COMPUTATIONS	ONEIL GROUP	REVISION 1.1
STRUCTURAL COMPUTATIONS	ONEIL GROUP	REVISION 1
STRUCTURAL DRAWINGS	ONEIL GROUP	DRAWINGS S01- S04, S10-13, 20,30-34, 40-42
CERTIFICATE OF COMPLIANCE	MICHAEL TSORLINIS-ONEIL GROUP	JUNE 2016
SPECIFICATION CONCRETE WORKS	ONEIL GROUP	DATED 15 FEBRUARY 2016
SPECIFICATION FOR EARTHWORKS	ONEIL GROUP	DATED 15 FEBRUARY 2016
ARCHITECTURAL DRAWINGS	TAYLORS	DRAWINGS PERTAINING TO TOWN HOUSE DWELLINGS 1-9 TOWN HOUSE DWELLINGS 62-76
		APARTMENTS 44-54 APARTMENTS 55-61
COUNCIL BUILD OVER EASEMENTS UNDER REGULATION 310	CITY OF WHITTLESEA	DATED 23 DECEMBER 2015
COUNCIL STORM WATER DRAINAGE POINT OF DISCHARGE INFORMATION	CITY OF WHITTLESEA	DATED 12 NOVEMBER 2015
ENDORSED BY COUNCIL CIVIL DRAWINGS	CITY OF WHITTLESEA	DATED 11 FEBRUARY 2016
YARRA VALLEY BUILD OVER EASEMENTS PLAN	ONEIL GROUP	DRAWING C02- P2
CIVIL FUNCTIONAL LAYOUT PLAN ENDORSED BY COUNCIL	CITY OF WHITTLESEA	DATED 15 FEBRUARY 2016 SHEET 22 OF 22
LANDSCAPE ENDORSEMENT LETTER RE PLANNING PERMIT BY COUNCIL	CITY OF WHITTLESEA	DATED 15 FEBRUARY 2016
LANDSCAPE ENDORSEMENT DRAWINGS RE PLANNING PERMIT BY COUNCIL	CITY OF WHITTLESEA	DATED 15 FEBRUARY 2016 SHEETS 1-22
SITE MANAGEMENT METHOD ENDORSEMENT LETTER RE PLANNING PERMIT BY COUNCIL	CITY OF WHITTLESEA	DATED 18 JANUARY 2016
SITE MANAGEMENT METHOD ENDORSEMENT PLANS RE PLANNING PERMIT BY COUNCIL	CITY OF WHITTLESEA	DATED 18 JANUARY 2016 SHEETS 1 OF 1
CIVIL ENGINEERING PLAN ENDORSEMENT LETTER RE PLANNING PERMIT BY COUNCIL	CITY OF WHITTLESEA	DATED 19 FEBRUARY 2016
CIVIL PLANS ENDORSEMENT RE PLANNING PERMIT BY	CITY OF WHITTLESEA	DATED 19 FEBRUARY 2016

Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au





COUNCIL

YARRA VALLEY WATER BUILD  
OVER EASEMENT  
TOWN PLANNING PERMIT

YARRA VALLEY WATER  
CITY OF WHITTLESEA

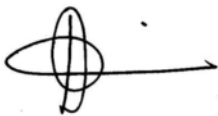
DATED 7 DECEMBER 2015

BUILDING PERMIT  
APPLICATION  
CIVIL DRAWINGS

GOLDFIELD GROUP  
ONEIL GROUP

DATED 4 AUGUST 2015 PLANNING  
PERMIT NUMBER 714922  
DATED 17 FEBRUARY 2016

DRAWINGS C01-C17 As per revisions on  
these plans



Date of issue: 16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration: BS14716

40

15 Easey St Collingwood Victoria 3066

E office@inlinegroup.com.au T 03 9419 8599 F 03 9419 8799 W www.inlinegroup.com.au

**FORM 16  
Regulation 192  
Building Act 1993  
Building Regulations 2018**

## OCCUPANCY PERMIT

### Property details

No: 3 Linoak Ave Lalor 3075

Municipal District

Whittlesea City Council

### Building Permit Details

Building Permit No. 2015146/2 Stage2

Version of BCA applicable to Permit

15

### Building Details

Building to which permit applies

Construction of Stage 2 Town Houses 01-09 and 62-76 and Apartments 44-54 and 55-61

Stages of Work Permitted

Stage 2 Construction of Town Houses 01-09, 62-76 and Apartments 44-54 and 55-61

Permitted use

Dwelling and Apartments

Part of Building to which permit applies

As per plans

Maximum permissible floor live load

1.5

Maximum number of people accommodated

### Prescribed Reporting Authorities

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

Prescribed Reporting Authorities	Matter Reported On	Regulation
Yarra Valley Water	To permit the construction of part of a building / buildings over an easement.	310
City of Whittlesea	To permit the construction of part of a building / buildings over an easement.	310

### Conditions to which this permit is subject

Occupations is subject to the following conditions -

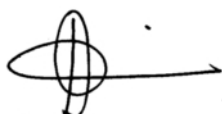
(1) Essential safety measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table

### RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:



Registration No: BSU 14716

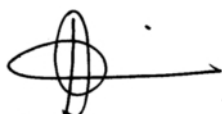
Occupancy Permit no 2015-146-3 44-54

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12	As per AS 1851-2012	As per AS 1851-2012
Exit doors	BCA Section D	BCA Section D	Every 3 months. Inspection to confirm exit doors are intact, operational and fitted with conforming hardware	Every 3 months. Inspection to confirm exit doors are intact, operational and fitted with conforming hardware
Smoke and heat alarm system	Clause 3 of Specification E2.2a	Clause 3 of Specification E2.2a	As per AS 1851-2012	As per AS 1851-2012
Penetrations in fire-rated structures	BCA Part C3	BCA Part C3	Annual inspection	Annual inspection
Paths of travel to exits	D1.6	D1.6	Inspection every three months to ensure there are no obstructions and no alterations	Inspection every three months to ensure there are no obstructions and no alterations
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	C1.10	Annual Inspection for damage, deterioration, or unauthorised alteration	Annual Inspection for damage, deterioration, or unauthorised alteration
Lightweight construction	BCA C1.8	BCA C1.8	Annual inspection	Annual inspection
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	C3.12, C3.13, C3.15	As per AS 1851-2012	As per AS 1851-2012
Fire hydrants	BCA E1.3, AS 2419.1-1994	BCA E1.3, AS 2419.1-1994	Weekly to AS 1851.4-1992 where pumps are	Weekly to AS 1851.4-1992 where pumps are

#### RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:



Registration No: BSU 14716

Occupancy Permit no 2015-146-3 44-54

Page 2 of 3

installed or  
Monthly to AS  
1851.4-1992

are installed or  
Monthly to AS  
1851.4-1992

### Conditions

This Occupancy Permit is in relation to common apartments 44-54

### Suitability for occupation

At the date this occupancy permit is issued, the \*building/\*place of public entertainment to which this permit applies is suitable for occupation

### Occupancy Permit No.

**2015-146-3 44-54**

### Date of issue

**Thursday, 2 May 2019**

### Date of final inspection

2/05/2019

### Inspection Records

Approval Date:

Inspection of Occupancy Units 44-54

2/05/2019

Inspection of reinforcement of slab by engineer unit 53,54

Inspection of reinforcement of slab by engineer unit 51,52

2/06/2018

Inspection of slab reinforcement by engineer 50

4/06/2019

Inspection of pad footing by engineer unit, 50,51,52,53, 54

19/04/2018

Inspection for slab reinforcement inspection by engineer unit 44, 45,46,47,48,49

2/05/2018

Inspection of foundations by engineer prior to slab reinforcement unit 44, 45,46,47,48,49

27/04/2018

Inspection of pad footing by engineer unit 44, 45,46, 47,48,49

19/04/2018

Inspection of blinding foundations by engineer prior to reinforcement unit 44,45

27/03/2018

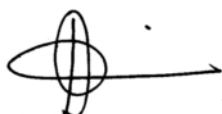
Inspection for frame inspection dwellings 44-54

2/05/2019

### RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:



Registration No: BSU 14716

Occupancy Permit no 2015-146-3 44-54

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410055906BWI-140

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



LALOR DEVELOPMENT CO PTY LTD  
2 LLOYD ST  
BALWYN NORTH 3104

**Account Number**  
41BWFITZP  
**Date Issued**  
27/06/2017

**Policy Schedule Details**

**Certificate in Respect of Insurance**

**Domestic Building Contract**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work**

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

**At the property**

46/3 LINOAK AVENUE  
LALOR VIC 3075

**Carried out by the builder**

GOLDFIELD COOPERATION PTY LTD  
ACN: 161 630 191

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

**For the building owner**

LALOR DEVELOPMENT CO PTY LTD

**Pursuant to a domestic building contract dated**

20/06/2017

**For the contract price of**

\$189,655.00

**Type of cover**

Cover is only provided if GOLDFIELD COOPERATION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

**Period of cover**

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

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

**The maximum policy limit for all claims made under this policy is**

\$300,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

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

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410055906BWI-140

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$1,569.00
GST	\$156.90
Stamp Duty	\$172.59

**Total** **\$1,898.49**

**IMPORTANT:**

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



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410055906BWI-140

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



**If the information on this Certificate does not match what's on your domestic building contract,  
please contact QBE IMMEDIATELY on 1300 790 723**

**Below are some examples of what to look for:**

**CERTIFICATE OF INSURANCE**

**YOUR DOMESTIC BUILDING CONTRACT**

**MATCH**

*Both name of  
builder and ACN  
or ABN match*



Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Carried out by  
the builder:

→ ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678

Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Builder:



→ ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678

**NO MATCH**

*Call QBE,  
name of builder  
does not match*



Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Carried out by  
the builder:

→ JOHN CITIZEN  
ABN: 12 345 678 910

Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Builder:



→ CITIZEN CONSTRUCTIONS  
PTY LTD  
ACN: 12 345 678

**NO MATCH**

*Call QBE,  
ABN or ACN  
does not match*



Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Carried out by  
the builder:

ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 12 345 678

Owner:  
\_\_\_\_\_  
\_\_\_\_\_

Builder:



ACME CONSTRUCTIONS  
PTY LTD  
→ ACN: 87 956 123



**PROPIIS**  
PROPERTY INVESTMENT SERVICES

PROPERTY INVESTMENT SERVICES PTY LTD  
Level 5, 517 St Kilda Road Melbourne Vic 3004

PHONE 03 9867 7677  
FAX 03 9867 8711  
EMAIL [info@propis.com.au](mailto:info@propis.com.au)  
WEB [propis.com.au](http://propis.com.au)

## OWNERS CORPORATION CERTIFICATE

Regulation 16 of the *Owners Corporations Regulations 2018*  
Section 151 of the *Owners Corporations Act 2006*

Issued by: Owners Corporation Plan Number PS 743444S  
3-15 Linoak Avenue, LALOR, VIC 3075  
Date: 11/04/2025  
Issued to: Rupesh Pathak & Puspa Bhattarai Pathak  
Issued for: Lot 46 of Plan of Subdivision PS 743444S

1. The present fee for the above lot is:

Admin Fund Contribution for the above Lot is **\$1,703.84** per annum, paid Quarterly commencing from 1st July 2024.

Maintenance Fund Contribution for the above Lot is **\$183.19** per annum, paid Quarterly commencing from 1st July 2024.

The Members Contributions are determined according to the annual budgets approved at each Annual General Meeting (AGM) of the Owners Corporation. The budget automatically rolls into the next financial year until amended at the next Annual General Meeting.

Refer to attached the latest AGM Minutes for details.

2. The fees have been paid up to:

30 June 2025

3. Unpaid fees including interest now total

Nil as at 11 April 2025

4. Any special fees or levies struck, and the dates on which they were struck and are payable (refer to attached Account Statement for details):

Nil as at 11 April 2025

5. 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 paragraphs (1) to (4):



The Owners Corporation has undertaken an investigation into elevated common area water usage, which has resulted in unusually high-water bills. Following this investigation, several leaks were identified within the common property infrastructure.

Due to the complexity and location of these leaks, the estimated cost of rectification is expected to exceed \$20,000. The Owners Corporation is currently in the process of finalising the appointment of a suitable contractor to carry out the required works.

To fund the rectification project, the Owners Corporation may utilise existing maintenance funds or raise a Special Levy. The final funding approach will be determined and confirmed in due course.

Please refer to the Minutes of 2025 Annual General Meeting for more details.

6. In relation to the Owners Corporation's insurance cover:

Refer to attached insurance policy schedule.

7. If the Owners Corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution:

Not applicable.

8. The total funds held by the owners corporation:

\$56,380.43 as at 11 April 2025

9. Details of any Owners Corporation liabilities (in addition to any such liabilities specified in paragraphs (1)-(4):

Nil as at 11 April 2025

10. Details of any current contracts, leases, licences or agreements affecting the common property:

The Owners Corporation has agreement with:

Property Investment Services Pty Ltd for Owners Corporation Management  
Yarra Valley Water for Water Supply  
Origin Energy for Centralised Energy Equipment and Electricity Supply  
Waste Wise Environmental Pty Ltd for Waste Collection  
John Caruso's Mowing for Gardening Services

11. Details of any current agreements to provide services to lot owners, occupiers or the public:

Nil as at 11 April 2025

12. Details of any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied:

Nil as at 11 April 2025



13. Details of 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:

The Owners Corporation made an application to the Domestic Building Dispute Resolution Board regarding various common property defects. A meeting took place with the builder and a representative from DBDRV was present there as well. It is unknown at this stage if an application will be made to VCAT to resolve the dispute with the builder.

14. The Owners Corporation has appointed Property Investment Services Pty Ltd, Level 5, 517 St Kilda Road, Melbourne 3004 as the Owners Corporation Manager.
15. An administrator has not been appointed for the Owners Corporation and there has been no proposal for the appointment of an administrator.
16. The minutes of the most recent Annual General Meeting are enclosed.
17. A copy of the Owners Corporation rules as recorded on the Register are enclosed.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.

**PROPERTY INVESTMENT SERVICES PTY LTD**  
**On behalf of Owners Corporation Plan No. PS 743444S**  
**Huzaifa Khan**



## **PRESCRIBED STATEMENT TO ACCOMPANY OWNERS CORPORATION CERTIFICATE**

Schedule 3 of the *Owners Corporations Regulations 2018*

Pursuant to s 151(4)(b)(ii) of the *Owners Corporations Act 2006*

### **Statement of advice and information for prospective purchasers and lot owners**

#### **What is an owners corporation?**

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

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

#### **How are decisions made by an owners corporation?**

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

#### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

#### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

#### **Further information**

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

#### **Management of an owners corporation**

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

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



## MODELS RULES FOR AN OWNERS CORPORATION

### Schedule 2 of Owners Corporations Regulations 2018

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

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

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

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

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

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### **1.3 Waste disposal**

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

##### **1.4 Smoke penetration**

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

##### **1.5 Fire safety information**

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

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

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

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

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

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

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

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

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

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

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.



- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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

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

### **5 Lots**

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

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

##### **Example**

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

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

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

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

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



**6 Behaviour of persons**

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

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

**6.2 Noise and other nuisance control**

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

**7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



# OWNERS CORPORATION RULES

FOR OWNERS CORPORATION 1 PLAN No. PS743444S  
3 LINOAK AVENUE, LALOR

## TABLE OF CONTENTS

<b>1.</b>	<b>NAME OF THE RULES</b>	<b>2</b>
<b>2.</b>	<b>COMMENCEMENT DATE</b>	<b>2</b>
<b>3.</b>	<b>OBJECTIVE</b>	<b>2</b>
<b>4.</b>	<b>TO WHOM THE RULES APPLY</b>	<b>2</b>
4.1	The Rules Apply to	2
4.2	The Committee's Responsibility	2
4.3	Owners' Responsibilities	2
4.4	The Lessee's and Occupier's Responsibility	2
<b>5.</b>	<b>THE RULES</b>	<b>3</b>
5.1	Behaviour by Owners and Occupiers	3
5.2	Building Works	3
5.3	Cleaning of a Lot	4
5.4	GARDEN MAINTENANCE	4
5.5	Clothes Drying and Appearance of a Lot	5
5.6	Common Property - Damage to	5
5.7	Common Property - Interference with	5
5.8	Common Property - Security of	6
5.9	Common Property - Use by Vehicles AND VISITORS PARKING	6
5.10	Compensation to Owners Corporation	6
5.11	Compliance with Rules by Invitees	6
5.12	Fire Control	7
5.13	Pets, Animals	7
5.14	Signs, Blinds, Awnings and Window Tinting	7
5.15	Waste Disposal	7
5.16	Recovery of Owners Corporation Contributions, Fees and Charges	8
5.17	Code of Conduct	9
5.18	Owner may Apply for Exemption from Rules	9

## 1. NAME OF THE RULES

These rules shall be known as the *Owners Corporation Rules* or "the Rules"

## 2. COMMENCEMENT DATE

The Rules shall commence on the date that the Rules are made by the Owners Corporation by special resolution.

## 3. OBJECTIVE

The objective of the Rules is to optimize the enjoyment, freedom and privacy of the occupiers of each unit at 3 Linoak Avenue, Lalor.

## 4. TO WHOM THE RULES APPLY

### 4.1 THE RULES APPLY TO

- 4.1.1 All owners of units of 3 Linoak Avenue, Lalor.
- 4.1.2 All lessees or tenants of units at 3 Linoak Avenue, Lalor.
- 4.1.3 All temporary guests and visitors of units at 3 Linoak Avenue, Lalor.

### 4.2 THE COMMITTEE'S RESPONSIBILITY

The Committee shall take all practical steps to:

- 4.2.1 Ensure that the Rules reflect the Objective of the Rules as set out in Item 3 of the Rules;
- 4.2.2 Ensure that the Rules comply with obligations under relevant legislation;
- 4.2.3 Consider the views and submissions of owners at meetings and deliberations of the Committee, and, to the extent possible, incorporate such views and submissions in any revision of the Rules;
- 4.2.4 Ensure that information relevant to the Rules is distributed to owners, and changes to the Rules by the Committee arising from revisions or as a result of changes in legislation;
- 4.2.5 Have notices of non-compliance with the Rules issued and served through its Manager, and take necessary and authorized steps to ensure compliance.

### 4.3 OWNERS' RESPONSIBILITIES

- 4.3.1 An owner of a unit must ensure that a tenant is aware of the Rules and is provided with a copy of the Rules upon the signing of a tenancy lease; and at any other time a lease is renewed or when a lessee is changed and any other time an amended issue of the Rules is circulated;
- 4.3.2 An Owner, at times of selling a unit, must ensure that the buyer of the unit is provided a copy of the Rules prior to the completion of the contract of sale.

### 4.4 THE LESSEE'S AND OCCUPIER'S RESPONSIBILITY

- 4.4.1 The lessee and occupier of a unit must at all time comply with the Rules.
- 4.4.2 The lessee and occupier of a unit must ensure that all guests and visitors of the leased unit comply with the Rules.



## 5. THE RULES

### 5.1 BEHAVIOUR BY OWNERS AND OCCUPIERS

- 5.1.1** An owner or occupier of a lot when on common property (or if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 5.1.2** An owner or occupier of a lot must not smoke in common areas forming part of the common property or such other parts of the common property as the Committee or its Manager may designate from time to time.
- 5.1.3** An owner or occupier of a lot must not use or permit to be used in or on the common property, skateboards, rollers skates or roller blades.
- 5.1.4** An owner or occupier of a lot must not consume nor permit consumption of alcohol or the taking of glassware onto the common property.
- 5.1.5** An owner or occupier of a lot must not permit disposal of cigarette butts or cigarette ash or any object over their balconies.

### 5.2 BUILDING WORKS

- 5.2.1** An owner of a lot **MUST NOT** undertake any building works within a lot without satisfying the following requirements:
  - 5.2.1.1** Such building works may only be undertaken after all permits, approvals and consent under all relevant laws have been obtained and copies are given to the Committee or its Manager, and then strictly proceed in accordance with those permits approvals and consents and any conditions thereof.
  - 5.2.1.2** The owner of a lot must at all time ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience.
  - 5.2.1.3** Submits to the Committee plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the common property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building.
  - 5.2.1.4** Supplies to the Committee such further particulars of those proposed works as the Committee may request, and as shall be reasonable to enable the Committee and its consultants to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors.
  - 5.2.1.5** Supplies to the Committee the contractor's risk insurance policy details to the satisfaction of the Committee.
  - 5.2.1.6** Receives written approval for those works from the Committee, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Committee (which cost may include the costs of a building practitioner and / or consultants engaged by the Committee to consider such plans and specifications) by the owner and such approval shall not be effective until such costs have been paid.
  - 5.2.1.7** Pays such reasonable costs to the Committee.
  - 5.2.1.8** Pays the nominated bond/deposit as determined by the Committee to be held until all works are completed and any damages to common property has been repaired to the satisfaction of the Committee.
  - 5.2.1.9** The amount of bond/deposit shall be 5% of proposed works.
  - 5.2.1.10** The monies shall be held in the Owners Corporation bank account, earning no interest.

**5.2.1.11** An owner must ensure that its servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Committee concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot until the Committee gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

**5.2.2** Without limiting the generality of rule 5.2.1 an owner must ensure that its servants, agents and contractors undertaking such works obey the following restrictions in respect of the works:

**5.2.2.1** Building materials must not be stacked or stored in the front side or rear of the Building;

**5.2.2.2** Scaffolding must not be erected on the common property or the exterior of the Building;

**5.2.2.3** Construction work must comply with all laws of the relevant government agencies;

**5.2.2.4** The exterior and the common property of the building must at all times be maintained in a clean tidy and safe state;

**5.2.2.5** Construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property;

**5.2.3** An owner of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the owner fails to immediately do so, the Committee may in its absolute discretion (or if the owner fails to do so within a reasonable period of time) will make good the damage and dirtying; and in that event the owner shall indemnify and keep indemnified the Committee against any costs or liabilities incurred by the Committee in so making good the damage or dirtying.

### **5.3 CLEANING OF A LOT**

**5.3.1** An owner or occupier of a lot must keep that lot clean and in good repair.

**5.3.2** An owner or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.

**5.3.3** An owner or occupier must not place pot plants or other such items as to be a hazard on the top ledge of their balcony rail.

**5.3.4** An owner or occupier of a lot must ensure their car parking space(s) are free of excessive oil etc. The Committee reserves its right to clean any common area of the driveways and charge the owner of the responsible vehicle, if the vehicle can reasonably be identified, for the cost incurred.

### **5.4 GARDEN MAINTENANCE**

**5.4.1** An owner or occupier of a lot must maintain the garden areas outside their lots. The garden areas must be free of weed, dead plants and must be maintained in the same condition as when the development was completed. Refer to photos below.



- 5.4.2** An owner or occupier of a lot must not modify the garden or landscape of any garden areas, without prior written permission from the Owners Corporation.

## **5.5 CLOTHES DRYING AND APPEARANCE OF A LOT**

- 5.5.1** An owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the lot so as to be visible from outside the lot.
- 5.5.2** An owner or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description, including clotheslines on a balcony, terrace or garden area forming part of the lot, without prior written permission from the Owners Corporation.
- 5.5.3** An owner or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become un-kept, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other lots and occupiers occurs.

## **5.6 COMMON PROPERTY - DAMAGE TO**

- 5.6.1** An owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the Committee. However, this rule does not prevent an owner from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- 5.6.2** An owner or occupier must promptly notify the Committee, Manager or Building Manager on becoming aware of any damage to or defect in the common property.

## **5.7 COMMON PROPERTY - INTERFERENCE WITH**

- 5.7.1** An owner or occupier of a lot must not, without the prior written consent of the Committee, remove any article from the common property placed there by direction or authority of the Committee and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
- 5.7.2** An owner or occupier of a lot must not, without the written authority of the Committee or the Manager, interfere with the operation of any equipment installed on the common property.
- 5.7.3** An owner or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Committee.
- 5.7.4** An owner or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Committee.

## **5.8 COMMON PROPERTY - SECURITY OF**

- 5.8.1** An owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 5.8.2** An owner or occupier of a lot must take all possible care not to allow unauthorised persons to follow them through the security doors or car park to the property.

## **5.9 COMMON PROPERTY - USE BY VEHICLES AND VISITORS PARKING**

- 5.9.1** An owner or occupier of a lot must only use the car park and / or garage allocated to their lot and not infringe on any other car park lot.
- 5.9.2** An owner or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Committee.
- 5.9.3** An owner or occupier of a lot must not park or leave a vehicle in a visitor's car parking space for more than 2 hours. Once the parking limit exceeds, the owner or occupier must remove the car to another location. An owner or occupier of a lot must ensure their visitors adhere to this requirement.
- 5.9.4** An owner or occupier of a lot must not park or permit to be parked any vehicle, trailer or motorcycle other than within parking designated spaces and the Committee reserves the right to remove offending vehicles, trailer, bicycle or motorcycles.
- 5.9.5** An owner or occupier of a lot must not permit oil leakage from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Committee for the cost of cleaning and removing any oil stains to the garage or other part of the common property.
- 5.9.6** An owner or occupier or visitor when driving a vehicle within the complex must adhere to the speed limit of 5 KPH.

## **5.10 COMPENSATION TO OWNERS CORPORATION**

An owner or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Committee caused by that owner or occupier or their respective tenants, licensees or invitees.

## **5.11 COMPLIANCE WITH RULES BY INVITEES**

- 5.11.1** An owner or occupier of a lot must take all reasonable steps to ensure the invitees of the owner or occupier comply with these rules.
- 5.11.2** An owner of a lot who is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

## 5.12 FIRE CONTROL

- 5.12.1** An owner or occupier of a lot must not use or interfere with any fire safety equipment i.e. fire hoses etc. except in the case of an emergency.
- 5.12.2** An owner or occupier of a lot must not obstruct any fire stairs or fire escape.
- 5.12.3** An owner or occupier of a lot must not allow the fire safety equipment, i.e. smoke detectors as installed in respect to their lot, to become non-operational.
- 5.12.4** An owner or or occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their lot.

## 5.13 PETS, ANIMALS

- 5.13.1** An owner or occupier of a lot must not keep an animal(s) or pet(s) within their lot without the prior written consent from the Owners Corporation.
- 5.13.2** The Owners Corporation reserves the right to remove the animal(s)/pet(s) if written complaints are received concerning the bad behavior of the animal(s)/pet(s) from the building within 14 days.

## 5.14 SIGNS, BLINDS, AWNINGS AND WINDOW TINTING

- 5.14.1** An owner or occupier of a lot must not erect or fix any sign or notice for whatever purpose to any part of the common property or inside of the lot where it can be seen from any exterior position, except as required by law.
- 5.14.2** An owner or occupier of a lot must not install or permit the installation of any awnings, blinds or screens other than as permitted by the Committee.
- 5.14.3** An owner or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property or their lot other than as permitted by the Committee.
- 5.14.4** An owner or occupier or a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated to change the visual characteristics of the glazing.

## 5.15 WASTE DISPOSAL

- 5.15.1** An owner or occupier of a lot must not dispose or throw waste onto the common property except into a receptacle or area specifically provided for that purpose.
- 5.15.2** An owner or occupier of a lot must dispose waste and recycling materials in accordance with the requirements.
- 5.15.3** An owner or occupier of a lot must dispose hard waste items in accordance with the requirements from the local Council.
- 5.15.4** An owner or occupier will not leave rubbish outside their front door.
- 5.15.5** As per the approved Waste Management Plan, the Owners Corporation provides or advises on the following waste collection service:

Waste Type	Bin Type	Minimum Quantity	Waste Collection	Collection Frequency	Collected by
Rubbish	120L	87 units. One per dwelling	Stored in garage or backyards	Once a week. Outside peak traffic hours.	Private Contractor

Waste Type	Bin Type	Minimum Quantity	Waste Collection	Collection Frequency	Collected by
Recyclables	240L	87 units. One per dwelling	Stored in garage or backyards	Once a fortnight. Outside peak traffic hours.	Private Contractor
Compostables	220L	65 units. One per dwelling	Stored externally in backyard preferably close to the gardens	N/A	Used by residents as fertilizer / soil improver in their gardens
Hard Waste	2m <sup>3</sup> max.	Two collections per property per calendar year allowed	To be placed out near the garages' driveway on the day advised by Council	As required	Whittlesea City Council – on call collection
Garden Waste	N/A	N/A	Personal Green Waste is accepted at waste transfer stations and recycling centers for a minimal fee. It is also recommended that composting occur onsite.	As required	Green Waste Recycling Facility SITA – Epping. For more information, ring 03 8401 4270.

- 5.15.6** Both of the general waste and recycling bins must be stored in each townhouse's respective garage or private open space (typically adjacent to the garages).
- 5.15.7** An owner or occupier must take bins to the collection point in the evening prior to the collection day. The collection point is to be advised by the Owners Corporation from time to time. The bins must not obstruct access to the driveways at all times.
- 5.15.8** The bins must not obstruct access to the driveways at all times.
- 5.15.9** An owner or occupier is not permitted to store bins in front of the townhouses to protect the visual amenity of the common areas.
- 5.15.10** An owner or occupier is required to ensure that all internal general waste bin bags are tied up securely before being placed in the bins. They are also required to ensure that recyclables are placed in the 240L bins in a way that minimises potential litter (for example crushing / flatten boxes, cans and plastic bottles).
- 5.15.11** An owner or occupier is required to maintain their bins. This includes periodic wash-downs to ensure odour and dirt do not accumulate on the inside of the bins. An owner or occupier is also required to ensure their bins are not overfilled and to keep the lids closed at all times.
- 5.15.12** An owner or occupier is not permitted to dispose hard waste items into the provided general waste bins or recycling bins. Hard waste disposal must be done via the Council collections or taken to the Local Waste and Recycling Transfer Station, or via a private collection company. The relevant owner or occupier is responsible for the hard waste disposal cost.

## **5.16 RECOVERY OF OWNERS CORPORATION CONTRIBUTIONS, FEES AND CHARGES**

- 5.16.1** If member contributions, fees, levies, charges and other monies are not paid by the relevant due dates, then the Owners Corporation may commence debt recovery proceedings for the recovery of such outstanding debts from any defaulting lot owner in the Magistrates' Court of Victoria, and the Owners Corporation may seek to enforce the recovery of such debts from that Court or from any other Court of competent jurisdiction including the Federal Circuit Court of Australia, the Federal Court of Australia or the Supreme Court of Victoria.
- 5.16.2** This rule does not detract in any way from the power of the Owners Corporation to make an application

to the Victorian Civil and Administrative Tribunal (VCAT) under Part 11 of the *Owners Corporations Act* 2006 ("Act").

- 5.16.3** The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to these rules to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee.
- 5.16.4** In such event, the Owners Corporation will seek costs including legal costs disbursements and penalty interest pursuant to Section 29 of the Act at the maximum rate of interest payable under the *Penalty Interest Rates Act* 1983.
- 5.16.5** Once a proceeding is filed, it will not be withdrawn unless the defaulting lot owner pays all monies owed to the Owners Corporation at the date of payment including Court and Tribunal Application Costs, Search Fees (including title and company searches) and any reasonable legal expenses.

#### **5.17 CODE OF CONDUCT**

- 5.17.1** The Owners Corporation Committee, will from time to time, prepare a Code of Conduct and/or House Rules specifically for the occupiers of each lot outlining their responsibilities towards their day to day contribution in relation to the comfort of their neighbors.
- 5.17.2** The owner of each lot shall ensure that the occupiers of the lot receive the set of Owners Corporation Rules and/or Code of Conduct.
- 5.17.3** Both set of Rules shall be treated with the same respect and shall be enforceable.

#### **5.18 OWNER MAY APPLY FOR EXEMPTION FROM RULES**

In keeping with the objective of the Rules, the Committee will consider a proposal from an owner of a lot for an action or a project, whether for temporary or permanent effect, which would be inconsistent with the Rules. In such circumstances, the relevant clauses in section 7.2 of the Rules would apply for a building proposal. If the Committee deems it necessary to seek professional advice to reach a decision, it will notify the owner and require payment of any such reasonable costs and any bond if determined by the Committee.



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006117268</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/12/2024 to 01/12/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 743444
<b>Situation</b>	3 LINOAK AVENUE LALOR VIC 3075

---

#### Policies Selected

##### Policy 1 – Insured Property

Building: \$30,456,070  
Common Area Contents: \$304,560  
Loss of Rent & Temporary Accommodation (total payable): \$4,568,410

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$4,568,410  
Extended Cover - Loss of Rent & Temporary Accommodation: \$685,261  
Escalation in Cost of Temporary Accommodation: \$228,420  
Cost of Removal, Storage and Evacuation: \$228,420

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000





**Policy 9 – Lot owners' fixtures and improvements (per lot)**

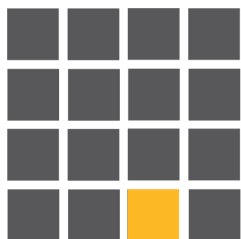
Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

25/11/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



**PROPIs**

PROPERTY INVESTMENT SERVICES

PROPERTY INVESTMENT SERVICES PTY LTD  
Level 5, 517 St Kilda Road Melbourne Vic 3004

PHONE 03 9867 7677

FAX 03 9867 8711

EMAIL [info@propis.com.au](mailto:info@propis.com.au)

WEB [propis.com.au](http://propis.com.au)

**10 February 2025**

To all Members  
Owners Corporation 1 Plan No. PS743444S  
3 – 15 Linoak Avenue  
LALOR VIC 3075

Dear Members,

**MINUTES OF ANNUAL GENERAL MEETING HELD ON 5 FEBRUARY 2025**  
**OWNERS CORPORATION 1 PLAN NO. PS743444S**

---

Please find attached for your records the 2025 Annual General Meeting Minutes of the above Owners Corporation.

We take this opportunity to thank the Members who either attended the meeting in person or by appointing a proxy holder to vote on their behalf.

Please note that the Minutes contain **Interim Resolutions** only as a quorum **WAS NOT** achieved at the meeting. Please note the Notice of Interim Resolution contained in the Minutes.

On behalf of Property Investment Services Pty Ltd, we thank you for your support in the past year and we look forward to continue servicing your Owners Corporation in future.

Our sincere appreciation is extended to the outgoing Committee Members for their input in managing the Owners Corporation.

Yours faithfully

**PROPERTY INVESTMENT SERVICES PTY LTD**

**Claudia Doan**

**MINUTES OF THE 2025 ANNUAL GENERAL MEETING  
OWNERS CORPORATION 1 PLAN NO PS743444S  
3 – 15 LINOAK AVENUE, LALOR, VIC 3075**

**Meeting Venue:**  
Via ZOOM

**Meeting Date:**  
5 February 2025

**Meeting Opened at:** 4:40PM

**OWNERS PRESENT**

Lot	Lot Entitlement	Owner	Represented by <sup>1</sup>
19	51	Hok Chuen Dale Wong	
69	48	Stephen Aaron Veljanovski	
40	50	Miss Vanessa Kate Berry	
53	44	Emmy Priratanakorn	
50	45	Jonathan Aditya	
45	44	Ellen Tess O'Connor & Giordano Kenape Macri	Ellen Tess O'Connor
61	45	Eleanor Ivory Ager	

**PRESENT BY PROXY**

Lot	Lot Entitlement	Owner	Proxy
14	38	Lalantha Vathmanel Wijekoon	PROPIS – OC Manager

**Non-financial Members:**

Denoted with \*

Section 94 of the *Owners Corporations Act 2006* does not allow voting rights to those members who are in arrears for any amount owed to the Owners Corporation, unless voting on a Special or Unanimous Resolution. However, those members can be included in a Quorum count. Non-financial Members cannot be elected to the Committee.

**In Attendance:**

Claudia Doan representing Property Investment Services Pty Ltd.

**Number of Lots Represented:** 8 / 87 Lots or 365 / 3963 Lot Entitlements

**Quorum:**

As **LESS** than 50% of the Members were represented at the Meeting, a Quorum was not achieved. The Members agreed to proceed with the meeting in accordance with the *Owners Corporations Act 2006*, and that all decisions made will be interim decisions.

<sup>1</sup> Applicable if the Lot is in joint ownership or in the name of a company.



### NOTICE OF INTERIM RESOLUTIONS OF ANNUAL GENERAL MEETING

This notice serves as notice as required under section 78 (2) of the *Owners Corporations Act* 2006. Interim resolutions become resolutions of the Owners Corporation if:

- a. Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b. If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- c. If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

**Note:**

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

**Chairperson:**

It was **RESOLVED** that Claudia Doan be appointed to chair the meeting.



1. **MINUTES OF LAST GENERAL MEETING** (Section 72 (2) (h) of the Owners Corporations Act 2006)

The Members **RESOLVED** to confirm that the minutes of the last Annual General Meeting held on 6 February 2024 are a true and accurate record of the proceedings at that meeting.

2. **REPORTS**

2.1 **Manager's Report** (Section 126 of the Owners Corporations Act 2006)

The Members **acknowledged** the Manager's Report as attached to the Notice of Annual General Meeting. The report confirmed the professional indemnity insurance held by Property Investment Services Pty Ltd.

2.2 **Committee Report** (Section 115 of the Owners Corporations Act 2006)

The Members **acknowledged** the report presented at the meeting.

Terry Wong, a current Committee member, mentioned that the Committee requires more support from residents. Given the size of the Owners Corporation, having more than three members is essential to effectively manage daily issues.

2.3 **Complaints/Dispute Resolution Report** (Section 159 of the Owners Corporations Act 2006)

The Members **acknowledged** there was no formal complaint lodged since the last Annual General Meeting.

2.4 **Penalty Interest on Arrears** (Section 29 of the Owners Corporations Act 2006)

The Members **acknowledged** that the Owners Corporation did not receive any request to waive payment of interest during the reporting period, being 1 December 2024 – 31 December 2024.

2.5 **Report on Approved Maintenance Plan** (Section 39 of the Owners Corporations Act 2006)

The Members **acknowledged** the following in relation to the implementation of its approved Maintenance Plan:

Payments from Maintenance Fund	Corresponding Item from Maintenance Plan
NIL	NIL

3. **PENALTY INTEREST** (Section 29 (1) and (2) of the Owners Corporations Act 2006)

The Members **RESOLVED** to **continue** charging interest at the maximum applicable rate on monies owed by any Members to the Owners Corporation.

The Members **RESOLVED** to delegate the power to the Owners Corporation Manager to waive interest charges of under \$10.00, subject to the lot owner's payment history and particular circumstances associated with the late payment. The Manager is delegated to use their discretion in assessing each case.

The Members noted that by delegating this authority, we aim to reduce administrative burdens to both the Manager and the Committee, and allow for flexibility in managing minor interest charges, ultimately fostering a more supportive and understanding community environment.



**4. LEGAL PROCEEDINGS** (Section 30 of the Owners Corporations Act 2006)

**4.1** The Members **RESOLVED** to authorise the Owners Corporation Manager and/or the Owners Corporation Committee to commence legal proceedings at VCAT and/or the Magistrates Court of Victoria:

- To recover fees and other monies if the debt remains outstanding after 28 days following the issuing of a final fee notice;
- To enforce the rules of the Owners Corporation following a Grievance Meeting unless the Owners Corporation advises to the contrary; and
- To resolve any dispute involving the Owners Corporation as required, if permitted at VCAT and / or the Magistrates Court.

**4.2** The Members **acknowledged** that any application to VCAT will seek to recover from a defaulting lot owner, monies owed, penalty interest and compensation for costs expended by the Owners Corporation.

**5. COMMITTEE AND OFFICE-HOLDERS** (Section 98, 100 & 103 of the Owners Corporations Act 2006)

**5.1 Election of Committee**

The Members **RESOLVED** to elect the following persons to represent the Lot Owners on the Committee:

Name	Lot Number
Hok Chuen Dale Wong	19
Jonathan Aditya	50
Eleanor Ivory Ager	61
Stephen Aaron Veljanovski	69
Ellen Tess O'Connor	45
Emmy Piriratanakorn	53

**Note: Delegation of Power or Function of the Owners Corporation**

Pursuant to Section 11 of the Act, the Committee Members are delegated all the powers and functions of the Owners Corporation, except:

- A power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting; or
- The power of delegation under Section 11(2).

**5.2 Election of Grievance Committee**

The Members **RESOLVED** to elect the newly elected Committee Members to form the Grievance Committee.



## 6. INSURANCE

### 6.1 Current Cover (Sections 59 & 60 of the Owners Corporations Act 2006)

The Members **acknowledged** the current insurance cover details as per the presented policy schedule.

### 6.2 Valuation (Section 65 (1) and (2) of the Owners Corporations Act 2006)

The Members **acknowledged** the following:

- The last Valuation Report for insurance cover was obtained on 20 January 2020.
- The recommended amount was assessed as \$29,569,000.00.

The Members **RESOLVED** to delegate the Manager the authority to obtain a valuation report for insurance purposes and instruct the insurance company to adjust the building cover accordingly.

### IMPORTANT NOTES:

- The Owners Corporation's insurance policy does not cover any private contents, including carpets, window coverings, loose furniture, light fittings, clothes, etc, regardless the lot is owner occupied or tenanted.
- The Owners Corporation's public liability cover applies primarily to common property. Lot owners should be separately insured for public liability cover in relation to their own premises, including car parking lots and storage units.
- All lot owners are reminded that it is their legal responsibility to advise the Owners Corporation of any changes in use or occupancy of their lot, that the owners corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately. Example of applicable change of use or occupancy is such:
  - Establishing a home-based business service, e.g. beauty service, massage, and alike; and
  - Converting a commercial premises into a residential dwelling.
- All lot owners are reminded to seek Owners Corporation's written approval for any planned renovations or building work inside the lot. Contractor's public liability insurance policy and the cost of work must be provided to the Owners Corporation's insurer prior to the work commencement. Acoustic and fire rating of new flooring products must be submitted as part of the application.

## 7. FINANCIAL STATEMENTS (Section 34 of the Owners Corporations Act 2006)

### 7.1 Reviewed Financial Report

The Members **acknowledged** that the financial reports for the period ending 31 December 2024 have been reviewed by an independent authorized accountant. The report was included in the Notice of Meeting.

The Members **further acknowledged** the receipt of the Financial Statements for the period ending 31 December 2024 reflecting the following:



## 8. ADOPTED BUDGETS (Section 23 & 40 of the Owners Corporations Act 2006)

### 8.1 Administrative Fund Budget

The Members **RESOLVED** adopt the proposed Administrative Fund Budget with an Administrative Fund Contribution of **\$139,510.50 + GST** for the period **1 January 2025 – 31 December 2025** with fees set in accordance with Section 23 of the Act. The approved fees should commence on **1 January 2025**. The budget automatically rolls into the next financial year until amended at the next Annual General Meeting.

### 8.2 Maintenance Fund Budget – As per approved Maintenance Plan

The Members **RESOLVED** to adopt the proposed Maintenance Fund Budget with a Maintenance Fund Contribution of **\$15,000.00 + GST** for the period **1 January 2025 – 31 December 2025** with fees set in accordance with Section 23 of the Act to commence on **1 January 2025**. The budget automatically rolls into the next financial year until amended at the next Annual General Meeting.

		GST	Total
Approved Admin Fund Budget 2025	\$139,510.50	\$13,951.05	\$153,461.55
Approved Maintenance Fund Budget 2025	\$15,000.00	\$1,500.00	\$16,500.00
<b>Total Budget</b>			<b>\$169,961.55</b>

Lot	Lot Liability	Quarterly Levy Schedule				
		Annual Amount	Quarter 1	Quarter 2	Quarter 3	Quarter 4
			Jan - Mar 25	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25
1	46	\$1,972.81	\$479.92	\$479.92	\$506.48	\$506.48
2	64	\$2,744.77	\$667.72	\$667.72	\$704.67	\$704.67
3	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
4	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
5	37	\$1,586.82	\$386.02	\$386.02	\$407.39	\$407.39
6	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
7	39	\$1,672.60	\$406.89	\$406.89	\$429.41	\$429.41
8	39	\$1,672.60	\$406.89	\$406.89	\$429.41	\$429.41
9	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
44	45	\$1,929.92	\$511.22	\$511.22	\$453.74	\$453.74
45	44	\$1,887.03	\$396.45	\$396.45	\$547.07	\$547.07
46	44	\$1,887.03	\$511.22	\$511.22	\$432.30	\$432.30
47	44	\$1,887.03	\$396.45	\$396.45	\$547.07	\$547.07
48	44	\$1,887.03	\$396.45	\$396.45	\$547.07	\$547.07
49	45	\$1,929.92	\$500.79	\$500.79	\$464.17	\$464.17
50	45	\$1,929.92	\$396.45	\$396.45	\$568.51	\$568.51
51	44	\$1,887.03	\$396.45	\$396.45	\$547.07	\$547.07
52	44	\$1,887.03	\$375.59	\$375.59	\$567.93	\$567.93
53	44	\$1,887.03	\$532.08	\$532.08	\$411.44	\$411.44
54	46	\$1,972.81	\$625.98	\$625.98	\$360.42	\$360.42
55	46	\$1,972.81	\$605.12	\$605.12	\$381.28	\$381.28
56	45	\$1,929.92	\$521.65	\$521.65	\$443.31	\$443.31
57	45	\$1,929.92	\$563.39	\$563.39	\$401.57	\$401.57
58	45	\$1,929.92	\$563.39	\$563.39	\$401.57	\$401.57
59	45	\$1,929.92	\$521.65	\$521.65	\$443.31	\$443.31
60	46	\$1,972.81	\$511.22	\$511.22	\$475.18	\$475.18
61	45	\$1,929.92	\$500.79	\$500.79	\$464.17	\$464.17
62	43	\$1,844.15	\$490.35	\$490.35	\$431.72	\$431.72
63	40	\$1,715.48	\$490.35	\$490.35	\$367.39	\$367.39
64	40	\$1,715.48	\$521.65	\$521.65	\$336.09	\$336.09





Lot	Lot Liability	Quarterly Levy Schedule				
		Annual Amount	Quarter 1	Quarter 2	Quarter 3	Quarter 4
			Jan - Mar 25	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25
65	43	\$1,844.15	\$521.65	\$521.65	\$400.42	\$400.42
66	45	\$1,929.92	\$490.35	\$490.35	\$474.61	\$474.61
67	62	\$2,659.00	\$511.22	\$511.22	\$818.28	\$818.28
68	51	\$2,187.24	\$500.79	\$500.79	\$592.83	\$592.83
69	48	\$2,058.58	\$500.79	\$500.79	\$528.50	\$528.50
70	50	\$2,144.35	\$500.79	\$500.79	\$571.39	\$571.39
71	40	\$1,715.48	\$500.79	\$500.79	\$356.95	\$356.95
72	44	\$1,887.03	\$500.79	\$500.79	\$442.73	\$442.73
73	44	\$1,887.03	\$521.65	\$521.65	\$421.87	\$421.87
74	41	\$1,758.37	\$521.65	\$521.65	\$357.54	\$357.54
75	50	\$2,144.35	\$417.33	\$417.33	\$654.85	\$654.85
76	50	\$2,144.35	\$500.79	\$500.79	\$571.39	\$571.39
10	49	\$2,101.47	\$500.79	\$500.79	\$549.94	\$549.94
11	38	\$1,629.71	\$469.49	\$469.49	\$345.36	\$345.36
12	49	\$2,101.47	\$459.06	\$459.06	\$591.67	\$591.67
13	38	\$1,629.71	\$459.06	\$459.06	\$355.79	\$355.79
14	38	\$1,629.71	\$459.06	\$459.06	\$355.79	\$355.79
15	48	\$2,058.58	\$459.06	\$459.06	\$570.23	\$570.23
16	38	\$1,629.71	\$469.49	\$469.49	\$345.36	\$345.36
17	38	\$1,629.71	\$469.49	\$469.49	\$345.36	\$345.36
18	36	\$1,543.94	\$459.06	\$459.06	\$312.91	\$312.91
19	51	\$2,187.24	\$459.06	\$459.06	\$634.56	\$634.56
20	60	\$2,573.23	\$459.06	\$459.06	\$827.55	\$827.55
21	58	\$2,487.45	\$479.92	\$479.92	\$763.81	\$763.81
22	50	\$2,144.35	\$479.92	\$479.92	\$592.26	\$592.26
23	54	\$2,315.90	\$469.49	\$469.49	\$688.46	\$688.46
24	54	\$2,315.90	\$469.49	\$469.49	\$688.46	\$688.46
25	50	\$2,144.35	\$469.49	\$469.49	\$602.69	\$602.69
26	49	\$2,101.47	\$469.49	\$469.49	\$581.24	\$581.24
27	48	\$2,058.58	\$479.92	\$479.92	\$549.37	\$549.37
28	47	\$2,015.69	\$469.49	\$469.49	\$538.36	\$538.36
29	47	\$2,015.69	\$448.62	\$448.62	\$559.23	\$559.23
30	50	\$2,144.35	\$417.33	\$417.33	\$654.85	\$654.85
31	50	\$2,144.35	\$417.33	\$417.33	\$654.85	\$654.85
32	47	\$2,015.69	\$448.62	\$448.62	\$559.23	\$559.23
33	49	\$2,101.47	\$469.49	\$469.49	\$581.24	\$581.24
34	48	\$2,058.58	\$646.85	\$646.85	\$382.44	\$382.44
35	48	\$2,058.58	\$532.08	\$532.08	\$497.21	\$497.21
36	48	\$2,058.58	\$500.79	\$500.79	\$528.50	\$528.50
37	48	\$2,058.58	\$521.65	\$521.65	\$507.64	\$507.64
38	48	\$2,058.58	\$417.33	\$417.33	\$611.96	\$611.96
39	50	\$2,144.35	\$459.06	\$459.06	\$613.12	\$613.12
40	50	\$2,144.35	\$459.06	\$459.06	\$613.12	\$613.12
41	40	\$1,715.48	\$427.76	\$427.76	\$429.98	\$429.98
42	48	\$2,058.58	\$521.65	\$521.65	\$507.64	\$507.64
43	48	\$2,058.58	\$521.65	\$521.65	\$507.64	\$507.64
77	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
78	43	\$1,844.15	\$448.62	\$448.62	\$473.45	\$473.45
79	50	\$2,144.35	\$521.65	\$521.65	\$550.53	\$550.53
80	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
81	39	\$1,672.60	\$406.89	\$406.89	\$429.41	\$429.41
82	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40



Lot	Lot Liability	Quarterly Levy Schedule				
		Annual Amount	Quarter 1	Quarter 2	Quarter 3	Quarter 4
			Jan - Mar 25	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25
83	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
84	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
85	38	\$1,629.71	\$396.45	\$396.45	\$418.40	\$418.40
86	59	\$2,530.34	\$615.55	\$615.55	\$649.62	\$649.62
87	58	\$2,487.45	\$605.12	\$605.12	\$638.61	\$638.61
<b>Total</b>	<b>3963</b>	<b>\$169,961.55</b>	<b>\$41,346.21</b>	<b>\$41,346.21</b>	<b>\$43,634.57</b>	<b>\$43,634.57</b>

## 9. GENERAL BUSINESS

The following general business items were submitted by a lot owner who has requested PROPIS to present them at the annual general meeting for discussion with other lot owners.

### 9.1 Maintenance of Townhouse Exterior Wall

The Manager reported that a lot owner contacted PROPIS to inquire about the maintenance of townhouse external walls through color washing. The Manager informed the lot owner via email that the external walls are private, and maintenance is the responsibility of individual lot owners if needed. However, as the Owners Corporation oversees the overall appearance of the development, any changes to the external wall color require prior approval from the Owners Corporation.

The Members resolved that there is no further action required from the Manager.

### 9.2 Condition and Repairs of Common Driveway Concrete Surface

Lot owner advised that *"Common Property area's concreted surfaces look ugly with black colour dried moss including foot paths. From the time these units were sold no cleaning done."* The Manager informed the Members that periodic high-pressure washing of the common driveway is necessary as part of the long-term maintenance plan, with expenses covered by the maintenance fund. The Members agreed that this matter could be discussed at the Committee level once the long-term maintenance plan is updated.

The Members resolved that there is no further action required from the Manager at this stage.

### 9.3 Gardening and Landscaping Maintenance

The Members acknowledged that certain areas of common gardening and landscaping require more attention. The Manager noted that some lot owners have raised similar concerns, and these reports have been forwarded to the gardener for action.

The Members resolved that the Manager would obtain the scope of work and pricing for gardening services. Once received, the newly elected Committee will review the information and provide further guidance on the matter.

### 9.4 Parking Concern on Common Driveway and Visitor Spaces.

Lot owners have raised concerns about residents frequently parking on the common driveway in front of townhouses, which can obstruct visibility from the garages, as well as parking for more than two hours in visitor spaces. The Manager stated that upon receiving reports from residents, reminders are promptly sent to lot owners about their behavior, requesting the removal of the vehicles.



A formal Notice to Rectify was issued to one lot owner for repeatedly engaging in the same behavior after several reminders.

The Members noted that the Owners Corporation had considered implementing a Towaway Policy. However, due to the public access to the common driveway and the costs associated with enforcing such a policy, it was deemed difficult to maintain.

At this time, the Members resolved that the Manager should continue sending reminders and issuing Notices to Rectify when necessary

#### **9.5 Unauthorised Modification of Common Garden Beds to Concrete**

A lot owner raised the issue of unauthorized changes made to the common area of the property, which are not permitted. The Manager explained that the Owners Corporation would initially issue a Notice to Rectify, requesting the lot owner to restore the altered area to its original condition. If no action is taken within 28 days, a Final Notice to Rectify will be issued, allowing the lot owner an additional 28 days to resolve the issue.

If the matter remains unresolved, the Manager is instructed to refer the issue to the newly elected Committee for further guidance

#### **9.6 Gutter Cleaning**

A lot owner raised concerns about the lack of gutter maintenance by the Owners Corporation. The Manager explained that the gutters of the townhouses are private; however, the cost of gutter cleaning could be included in the Owners Corporation's budget if the Members wish to take on this responsibility. This would, however, increase the Owners Corporation's expenses, leading to higher annual fees.

The Members agreed that ongoing maintenance of gutters remains the responsibility of lot owners. As such, the Members resolved that no further action is required from the Managers

### **10. MISCELLANEOUS ACKNOWLEDGEMENTS**

#### **Management Agreement**

The Members acknowledged that an Agreement has been signed in accordance with Section 119 of the *Owners Corporations Act 2006*.

#### **Rules of the Owners Corporation**

The Owners Corporation has registered Special Rules. In accordance with Section 136 of the Act, a lot owner who does not occupy their lot must give the occupier of the lot a copy of the Rules of the Owners Corporation at the commencement of occupation.

### **11. CLOSURE**

There was no further business to discuss, the meeting closed at 5:55PM.

Minutes to be confirmed as a true and correct record at the next General Meeting.



**Account Statement**

Owners Corporations Act 2006 Section 31

Lot: 46 01/07/2024 to 30/06/2025

Linoak Avenue 3-15 Linoak Avenue Strata PS 743444S

Due Date	Invoice No.	Description	Dr	Cr	Balance
		Opening Balance			\$0.00
2/07/2024	249835	Quarterly Members Contribution 1/07/2024 - 30/09/2024	\$459.68		\$459.68
24/07/2024		Payment Bpay		\$459.68	\$0.00
1/10/2024	256695	Quarterly Members Contribution 1/10/2024 - 31/12/2024	\$459.68		\$459.68
23/10/2024		Payment Bpay		\$459.68	\$0.00
1/01/2025	267180	Quarterly Members Contribution 1/01/2025 - 31/03/2025	\$459.06		\$459.06
23/01/2025		Payment Bpay		\$459.06	\$0.00
1/04/2025	276621	Quarterly Members Contribution 1/04/2025 - 30/06/2025	\$459.06		\$459.06
2/04/2025		Payment Bpay		\$459.06	\$0.00
<b>Total</b>			<b>\$1,837.48</b>	<b>\$1,837.48</b>	<b>\$0.00</b>



CARD OR DIRECT DEBIT

**DEFT Reference Number**  
2803296400083797Visit [deft.com.au](https://deft.com.au) to pay by card  
or direct debit.Payments may attract  
a surcharge.

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



BPAY®

**Billers Code:** 96503  
**Ref:** 2803296400083797Mobile & Internet Banking -  
BPAYMake this payment from your  
preferred bank account.

POST BILLPAY



\*442 280329640 083797

Pay in-store at Australia Post by  
eftpos or cheque.

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

Your Ref: 76468098-021-1

6 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**Unit 14, 6 (Lot 46) Hensley 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
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Permit issued for related parcel at **3 (Lot 242) Linoak Avenue, Lalor** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-14716/2015146/1	24/2/2016	Construction of Multiple Town Houses – Stage 1: Construction of dwellings 10-43 and 77-87	Yes – 19/10/2018
BS-14716/2015146/2	16/6/2016	Construction of Multiple Town Houses – Stage 2: Construction of Town Houses 1-9, 62 -76 and Apartments 44-54 and 55-61	-
BS-39024/20140557/0	22/7/2014	Demolition of a School	Yes – 19/8/2015

**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)*

**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

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**

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 April 2025 04:59 PM

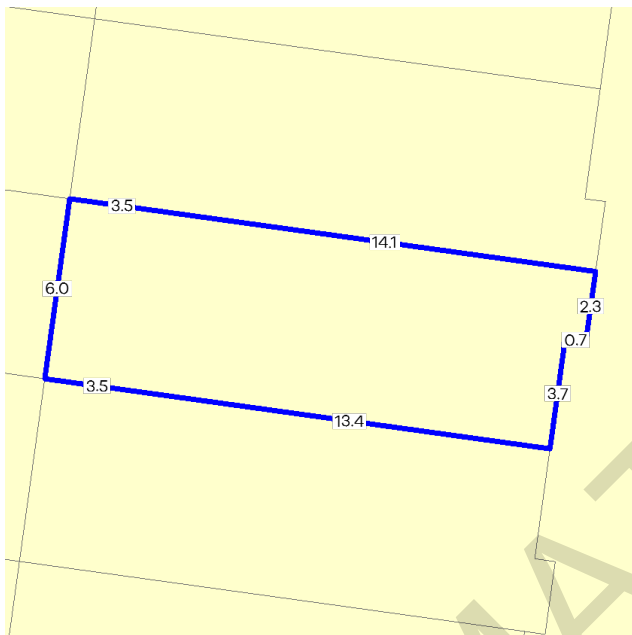
## PROPERTY DETAILS

Address: **14/6 HENSLEY ROAD LALOR 3075**  
Lot and Plan Number: **Lot 46 PS743444**  
Standard Parcel Identifier (SPI): **46\PS743444**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1059849**  
Directory Reference: **Melway 8 J3**

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

## SITE DIMENSIONS

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



**Area:** 103 sq. m

**Perimeter:** 47 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

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

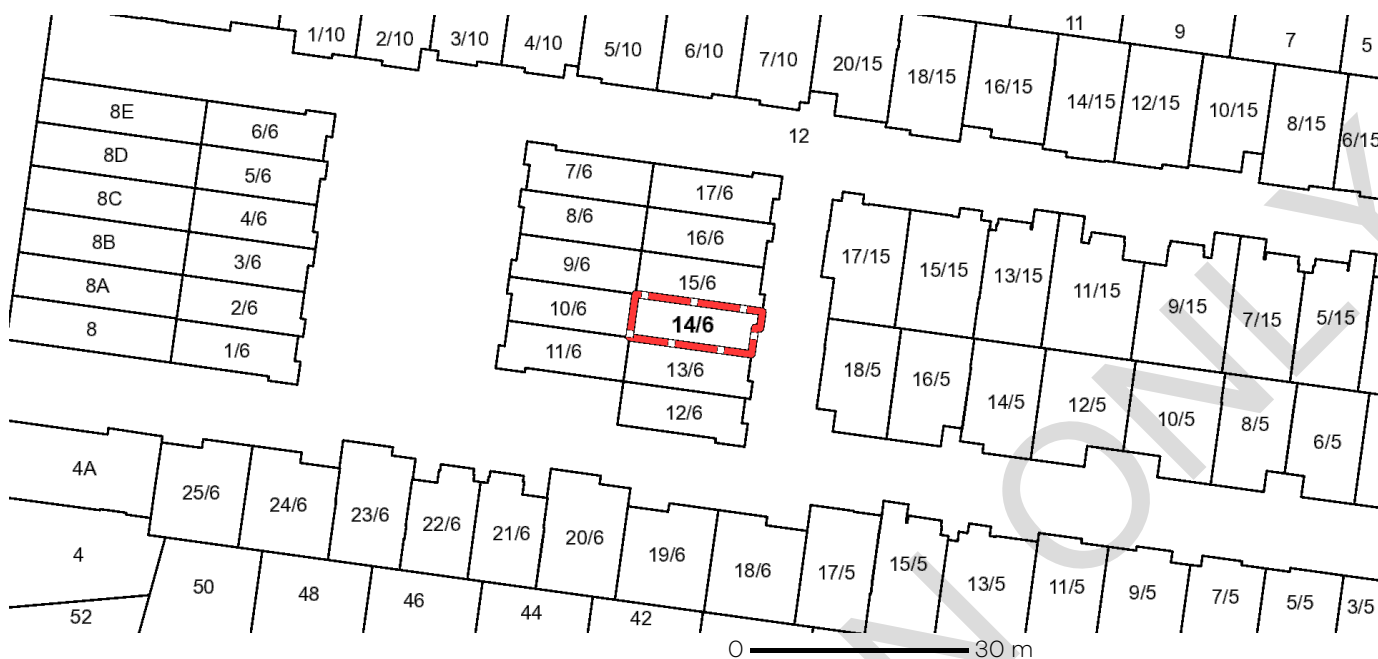
Planning Property Reports can be found via these two links

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

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



## Area Map



Selected Property



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 April 2025 04:59 PM

## PROPERTY DETAILS

Address: **14/6 HENSLEY ROAD LALOR 3075**  
Lot and Plan Number: **Lot 46 PS743444**  
Standard Parcel Identifier (SPI): **46\PS743444**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1059849**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 J3**

[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

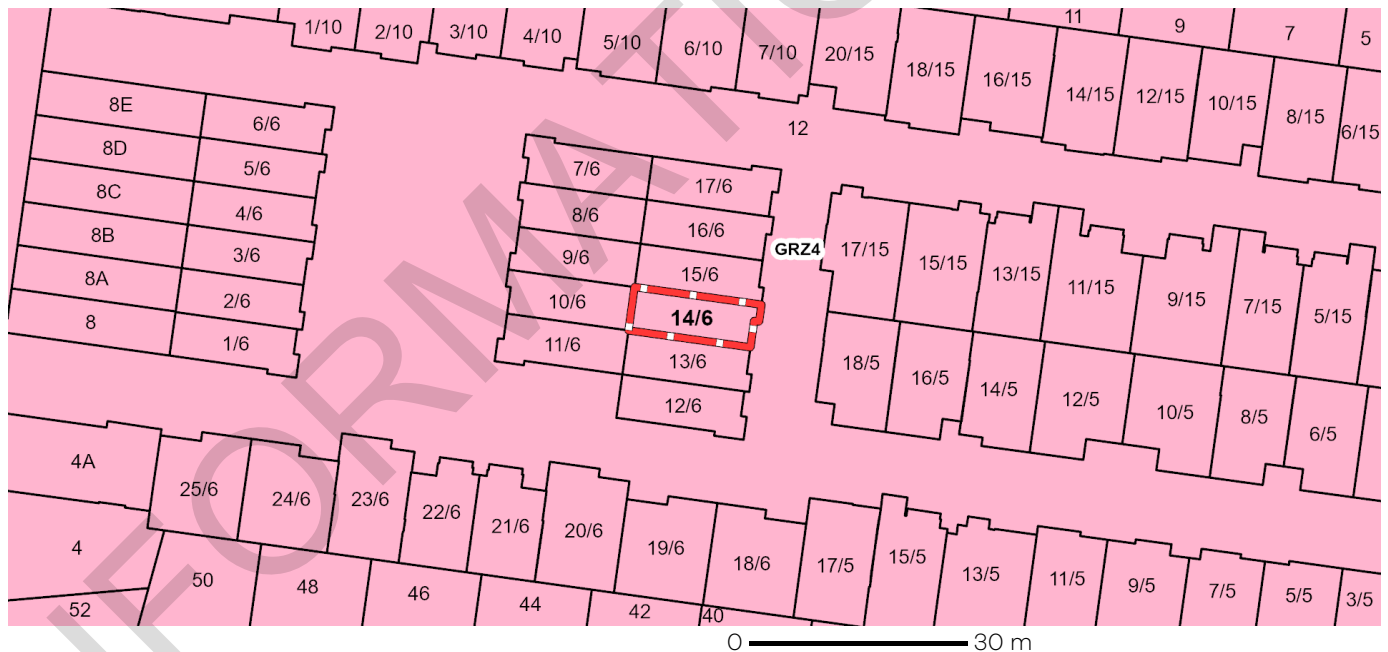
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



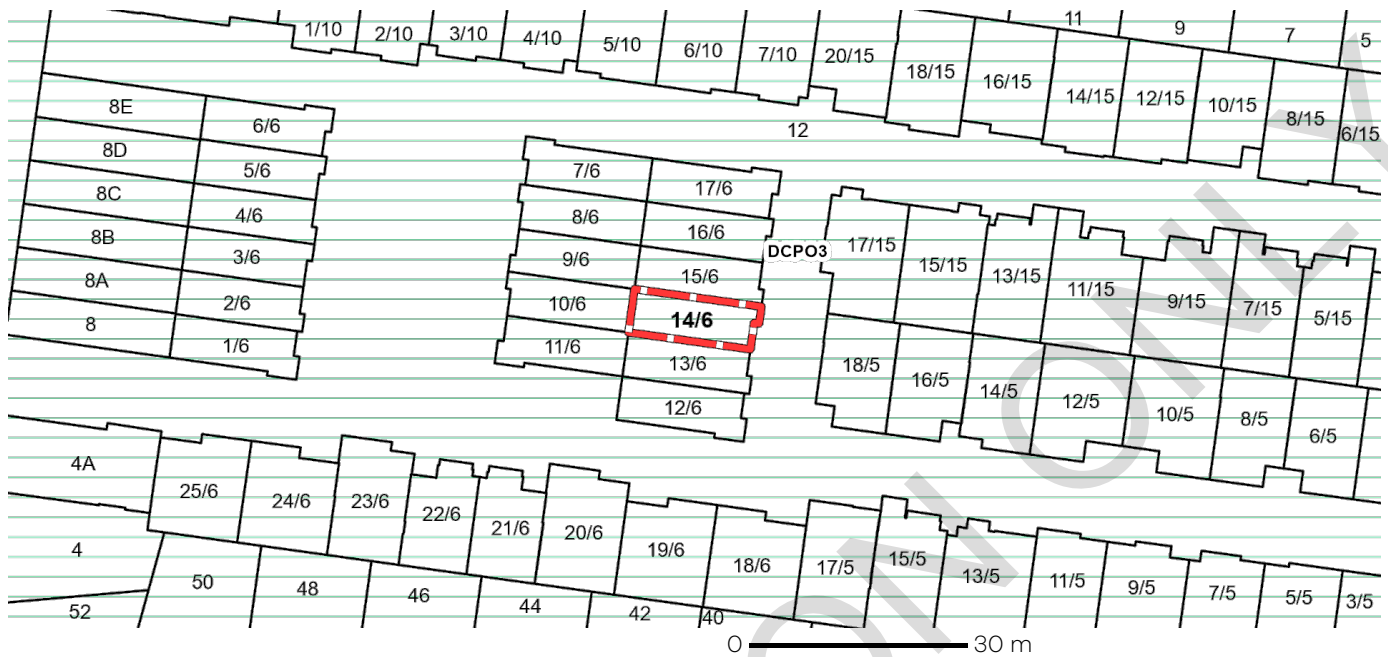
**GRZ - General Residential**

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 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

## Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

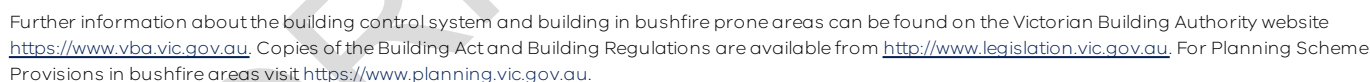
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

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



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

DATED

2025

**RUPESH PATHAK**

**PUSPA BHATTARAI PATHAK**

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: UNIT 14 6 HENSLEY ROAD LALOR VIC 3075**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: AJ:25/3464AJ