CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

PROPERTY ADDRESS: 8C 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 the 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/	/20
Print name of person signing:				
State nature of authority if applicable (e.g. 'dire	ector', "attorney under power of	f attorney")		
This offer will lapse unless accepted within [] clear business days (3 busin	ess days if non	e specified).	
SIGNED BY THE VENDOR			on/	/20
Print name of person signing				
	ASSOS and ALEXANDRA LIA			
State nature of authority if applicable (e.g. 'dire	ector', "attorney under power of	f attorney")		
The DAY OF SALE is the date by which both	parties have signed this contra	ct.		

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO

1/337 Settlement Road THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: Ref: Michael Cananzi Email: sold@rataandco.com.au

VENDOR:

GEORGE LIASSOS and ALEXANDRA LIASSOS

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

ARTHUR J DINES & CO

Suite 10, Level 1 2 Enterprise Drive BUNDOORA VIC 3083

Tel: (03) 9470 8288 Ref: 007233 Email: kirstie@ajdines.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND(general conditions 3 &9) The Land is:-

Described in the table below

Certificate of Title Reference	Being Lot	On plan
12059/835	63	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 if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS The address of the land is:

8C HENSLEY ROAD LALOR VIC 3075

GOODS SOLD WITH THE LAND

(general condition 2.3(f))

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

PAYMENI (general condition	11)		
Price	\$		
Deposit	\$	Payable on the	signing hereof
Balance	\$	Payable at settle	ement
			1
GST(general condition 13)			
The price includes GST (if any	/) unless the words ' plus G	ST' appear in this box:	
If this is a sale of a 'farming bu 'Farming business' or 'going		then add the words	
If the margin scheme will be us 'margin scheme' in this box:	ed to calculate GST then ad	d the words	
<u>SETTLEMENT</u> (general condi	ition 10)		
Is due on/20			
LEASE (general condition 1.1)		
At settlement the purchaser is unless the words 'subject to I		ion of the property	
in which case refer to general	condition 1.1.		
If 'subject to lease' then parti	culars of the lease are:		
TERMS CONTRACT (genera	I condition 23)		
If this contract is intended to b of Land Act 1962 then add th general condition 23 and add	e words 'terms contract' ii	n this box, and refer to	
LOAN(general condition 14) -	NOT APPLICABLE AT A	<u>UCTION</u>	
This contract is NOT subject to	o Finance.		
SPECIAL CONDITIONS This contract does not include	any special conditions unl	ace the words	
'special conditions' appear i		533 HE WUIUS	SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

SPECIAL CONDITIONS

The Property is offered for sale by Public Auction, subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in the Schedules 1 and 5 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those Rules and that the Auctioneer shall have the right to bid on behalf of the Vendor and that all such Vendor bids will be declared by the Auctioneer.

Rules for the conduct of an Auction

The schedules of the Sale of Land Regulations 2005 (Vic) prescribe rules for the conduct of Auctions are as follows:

- (a) The Auctioneer may make one or more bids on behalf of the Vendor at any time during the Auction and all such Vendor bids will be declared by the Auctioneer.
- (b) The Auctioneer may refuse any bid.
- (c) The Auctioneer may determine the amount by which bidding is to be advanced.
- (d) The Auctioneer may withdraw the property from sale at any time.
- (e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
- (f) In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
- (g) If a reserve price has been set for the property and the Property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the Property.
- 2. If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.
- 3. The Purchaser covenants that he will pay to the Vendor any legal or other expenses reasonably incurred by the Vendor in respect of any default made by the Purchaser in carrying out the Purchaser's obligation under this Contract. Any such default shall not be deemed to be remedied until such expenses are paid by the Purchaser to the Vendor.

4. FOREIGN CAPITAL GAINS WITHHOLDING

*This special condition applies to contracts entered into on or after 1 July 2016.

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this Special Condition unless the context requires otherwise.
- 4.2 Every Vendor under this contract is a foreign resident for the purposes of this Special 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.
- The Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-2003(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 \$750,000.00 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)**.
- 4.4 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 in represented by non-monetary consideration.
- 4.5 The purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("Representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in the Special Condition; and
 - (b) ensure that the representative does so
- 4.6 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 the contract to the contrary.
- 4.7 The Representative is taken to have complied with the obligations in Special Condition 4.6 if:
 - 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.
- 4.8 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.
- 4.9 The Vendor must provide the Purchaser with such information as the Purchaser required 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.

5. **GST WITHHOLDING**

- 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This special condition 5 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 a *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 special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.
- The amount is to be deducted from the vendors entitlement to the contract *consideration 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 represented by non-monetary consideration.
- 5.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancing ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 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 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 special condition on settlement of the sale of 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 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.
- 5.6 The representative is taken to have complied with the requirements of special condition 5.5 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 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 special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, 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 to 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 obligations 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 property 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 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 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.
- The purchaser is responsible for any penalties or interest payable by 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 special condition 5.10; or
 - (b) the purchaser's reasonable believe that the property is neither new residential 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 exemption applies.

5.12 This special condition will not merge on settlement.

6. GST withholding – Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

Withholding payment is required to be made	
No withholding payment for residential premises because	□ No withholding payment for potential residential land because
★ the premises are not new	the land includes a building used for commercial purposes
the premises were created by substantial renovation	the purchaser is registered for GST and acquires the property for a creditable purpose
the premises are commercial residential premises	the Vendor is not registered for GST
☐ the Vendor is not registered for GST	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

(a) Vendor's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the table, otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(b) Amount to be withheld by the purchaser

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(c) Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(d) Purchaser to remit withheld amount

do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment and reference number.

(e) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

7. GENERAL PROVISIONS

7.1 Amendments to General Conditions

- (a) The warranties contained in General Conditions 2.1, 2.3 and 2.4 shall be read subject to these Special Conditions;
- (b) General Conditions 5 and 8 are deleted;
- (c) General Conditions 10.1(b)(i) is amended by substituting the words "do all things" with the words "provide all title documents reasonably";
- (d) General Conditions 11.4, 11.5 and 11.6 are deleted;
- (e) 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 authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objections to title.";
- (f) General Condition 13.3 is deleted and replaced with "If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and: (a) the price includes GST; or (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided."
- (g) General Conditions 15.3 is added:-
 - "If requested by the Vendor, the Purchaser must provide copies of all certificates and relevant information used to calculate adjustments,";
- (h) General Condition 17 is deleted:
- (i) General Condition 24.1 is amended by inserting the words "The parties acknowledge and accept that the risk of loss or damage to the Property passes to the Purchaser on settlement."
- (i) General Conditions 24.4, 24.5 and 24.6 are deleted:
- (k) General Condition 25 is amended by inserting the following paragraph at the end of the general condition:
 - "The purchaser acknowledges that without limitation the following items constitute "a reasonably foreseeable loss":
 - all costs associated with bridging finance to complete the vendor's purchase of another property;
 - (ii) expenses payable by the vendor under any existing loans secured over the property or other property by the vendor;
 - (iii) accommodation expenses incurred by the vendor;
 - (iv) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
 - (v) penalties and any other expenses payable by the vendor due to any delay in completion of the vendor's purchase of another property; and
 - (vi) if the default results in settlement being delayed until after 31 December in any calendar year, any land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year";
- (I) General Condition 26 is amended by substituting the words "2% per annum" with the words "4% per annum"; and
- (m) General Condition 28.4(a) is amended by substituting the word "up" with the word "equal".

7.2 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

7.3 No right of set off

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

- 8. The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.
- 9. General Condition 15.1 shall be read to include as outgoings the Purchaser's portion of any rates, taxes, assessments, charges, levies or contributions (including property outgoings that may not be separately assessed) on the property.
- 10. Further to General Condition 15, the parties hereby agree that adjustments must be prepared on behalf of the Purchaser and provided to the Vendor's Solicitor not less than 4 days prior to the due date of

settlement and any failure to do so will result in the Purchaser incurring an administration fee to the Vendor's Solicitor of \$220.00 for the delay in receiving the Statement of Adjustments and furthermore the Vendor may refuse to settle until 4 business days after the Statement of Adjustments is delivered to the Vendor's Solicitor. If this Contract is not completed on or before the settlement date due to the Purchaser's breach of this condition, the Purchaser is deemed to have defaulted in the payment of the balance of purchase monies from the due date for settlement until the date when settlement is effected.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

- 11. If the Land contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that it may be required to comply with the provisions of the Building Act 1993 and any Building Regulations ("Regulations") in particular to those relating to registration of the pool with the municipal council and compliance with relevant Regulations with regard to safety barriers, and the Purchaser will not be entitled to make any objection or claim or be entitled to compensation or damages from the Vendor in relation to any failure of the Vendor to register the pool prior to 1 November 2020 with the municipal council or in relation to any works required to be carried out by the Purchaser after the pool is registered to bring the safety barriers into compliance with the Regulations. General Condition 21 shall not apply to any requirement to register the pool with the municipal council.
- 12. (a) Notwithstanding any other provision of this Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract of Sale will be set on 14 January of the following calendar year.
 - (b) Neither party may issue a Default Notice on the other party between 20 December and 14 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 12(a).
 - (c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 12.
- 13. The Purchaser acknowledges that:
 - (a) no information, representation or warranty by the Vendor, the Selling Estate Agent or the Vendor's Solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;
 - (b) the Purchaser has not in fact relied on any such information, representation or warranty;
 - (c) the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and
 - (d) this Contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous Contracts, Agreements, understandings and negotiations in relation to the sale and purchase.
- 14. The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.
- 5. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition and with only those services connected as disclosed in the Vendors Statement. The Purchaser shall not make any requisition or objection nor be entitled to any compensation in respect of the condition or state of repair of the property, any defect, whether latent or patent, or any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government Act, Building Control Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible Authorities. The Purchaser assumes responsibility for connection of services not already connected to the property. Furthermore, the purchaser acknowledges that the property is or may be within an area where town planning applications for multiunit developments

may be made and the purchaser should make his/her own enquiries in relation to the existence of any such multiunit developments and will not make any requisition or objection nor be entitled to any compensation in respect to the existence or otherwise of any multiunit developments in the vicinity or in plan of subdivision of the property herein sold.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. **Encumbrances**

- The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - any reservations in the crown grant; and (b)
 - (c) any lease referred to in the particulars of sale.
- The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after 1.2 settlement.
- In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the 1.3 Sale of Land Act 1962 in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - has, or by the due date for settlement will have, the right to sell the land; and (a)
 - (b)
 - is under no legal disability; and is in possession of the land, either personally or through a tenant; and (c)
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - will at settlement be the holder of an unencumbered estate in fee simple in the land; and (e)
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - public rights of way over the land; (a)
 - easements over the land; (b)
 - (c) lease or other possessory agreement affecting the land;
 - (d)notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices:
 - legal proceedings which would render the sale of the land void or voidable or capable of being set aside. (e)
- The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the 2.5 Section 32 Statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of the Act.
- If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that: 2.6
 - all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was (a) carried out in a proper and workmanlike manner; and
 - all materials used in that domestic building work were good and suitable for the purpose for which they were used (b) and that, unless otherwise stated in the contract, those materials were new; and
 - domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting (c) the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

Identity of the land 3.

- 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.
- 3.2 The purchaser may not:
 - make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its (a) area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

Services

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

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.

6.

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 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.

- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, 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.
- 7.4 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.
- **7.5** 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 any 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement
- 7.12 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 7.11.
- 7.13 If settlement is delayed undergeneral condition 7.12, 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.
- 7.14 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.
- 7.15 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.

8. Builder warranty insurance

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

9. General law land

- 9.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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 or 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;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3)of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 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 do 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.
- 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) 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
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract s 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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.**
- Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 - (a) personally; or
 - (b) by pre-paid post; or
 - in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

- 23.1 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.

- 23.2 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;
 - insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interes

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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 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.
- 27.2 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 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.

28. Default not remedied

- 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.
- 28.2 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.
- 28.3 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.
- 28.4 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
 - 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

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and	<u></u>	of	
(cal des and and Mor perf I/we Pur agre othe Ver	Ing the Sole Director / Directors of	e Vendor selling to the Purchaser at son the terms and conditions contain NTLY AND SEVERALLY COVENANCE of the payment of the Deposit Mone Purchaser to the Vendor under the of this Contract to be performed or to the Vendor the whole of the Deposit then be due and payable to the Verof Deposit Money, residue of Purchaser, costs, charges and expert of the Purchaser. This Guarantees	our request the Land ned therein DO for ourselve NT with the said Vendor ney or residue of Purchase is Contract or in the observed by the Purchaser osit Money, residue of lendor and indemnify and hase Money, interest and onses whatsoever which the
(a)	any neglect or forbearance on the part of the V the within Contract;	endor in enforcing payment of any o	of the moneys payable unde
(b)	the performance or observance of any of the ac	eements, obligations or conditions	under the within Contract;
(c)	by time given to the Purchaser for any such page	ment performance or observance;	
(d)	by reason of the Vendor assigning his, her or the	eir rights under the said Contract; a	nd
(e)	by any other thing which under the law relatively releasing me/us, my/our executors or administration		provision have the effect of
IN V	WITNESS whereof the parties hereto have set th	ir hands and seals	
this	day of	20	
SIG	SNED SEALED AND DELIVERED by the said)	
Print	t Name)	
in th	ne presence of:) Director (Sign)
Witi	ness)	
SIG	SNED SEALED AND DELIVERED by the said)	
Print	t Name)	
in th	ne presence of:) Director (Sign)
Witı	ness	,)	

Section 32 Statement

PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	GEORGE LIASSOS and ALEXANDRA LIASSOS
Property:	8C HENSLEY ROAD LALOR VIC 3075

VENDORS REPRESENTATIVE

Arthur J Dines & Co

Suite 10, Level 1,2 Enterprise Drive, BUNDOORA VIC 3083

(All Correspondence to)

PO Box 2111, University Hill, BUNDOORA VIC 3083

Tel: (03) 9470 8288 Email: <u>kirstie@ajdines.com.au</u> File Reference: 007233

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings <u>AND</u> any interest payable on any part of them is as follows-

Their total does not exceed \$6,000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

See attached Owners Corporation Certificate;

Land Tax may be applicable if the property is not the Purchaser's principle place of residence.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority:

Zoning:

Planning Overlay/s: See attached

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports,

Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land, unless disclosed herein, <u>however</u> the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

Apart from those disclosed above, the Vendor/s are not aware of what permits (if any) in relation to the property have or have not been obtained.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (a) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected

Telephone services Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected at the Purchaser's cost.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

32J DOCUMENTS

(a) Certificate of Title Volume 12059 Folio 835;

(b) Plan of Subdivision No. 743444S incorporating Covenant; (c) Owners Corporate Search Report; (d) Anstat Roads Certificate; (e) Whittlesea City Council Rate Notice; (f) Yarra Valley Water Information Statement; (g) Owners Corporation Certificate; (h) Copy of all Resolutions made at the last Annual General Meeting; (i) Owners Corporation Rules; (j) Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners: (k) Building Permit; (1) Occupancy Permit; (m) Home Warranty Certificate of Insurance; (n) Planning Property Report; (o) Anstat Planning Certificate; and (p) Due Diligence Checklist. IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS **Undischarged Mortgages** – S32A(a) Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962. **Terms Contracts** – s32A(d) Where the land is to be sold pursuant to terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962. DATE OF THIS STATEMENT

Name of the Vendor
GEORGE LIASSOS and ALEXANDRA LIASSOS
Signature/s of the Vendor
×

The Purchaser acknowledges being given a duplicate of thi	s statement signed by the Vendor before the
Purchaser signed any contract.	
DATE OF THIS ACKNOWLEDGMENT /	/20
Name of the Purchaser	
Signature/s of the Purchaser	
*	

Register Search Statement - Volume 12059 Folio 835

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

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

VOLUME 12059 FOLIO 835

Security no: 124117477877J Produced 16/08/2024 08:32 AM

LAND DESCRIPTION

Lot 63 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 TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

GEORGE LIASSOS of 58 QUEENSCLIFF ROAD THOMASTOWN VIC 3074 As to 1 of a total of 2 equal undivided shares

Sole Proprietor

ALEXANDRA LIASSOS of 58 QUEENSCLIFF ROAD THOMASTOWN VIC 3074 AS282649M 21/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS282650D 21/06/2019

COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS743444S 14/02/2019

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: 8C HENSLEY ROAD LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 21/06/2019

OWNERS CORPORATIONS

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

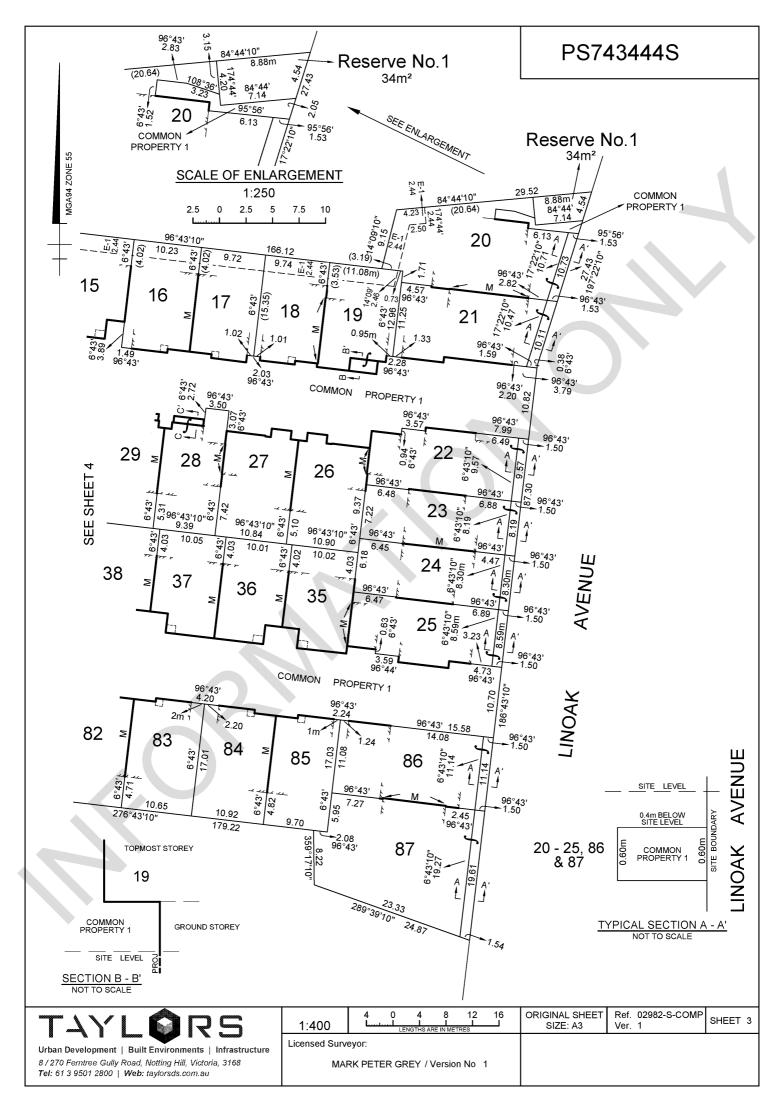
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 16/08/2024, for Order Number 85141687. Your reference: LIASSOS007233.

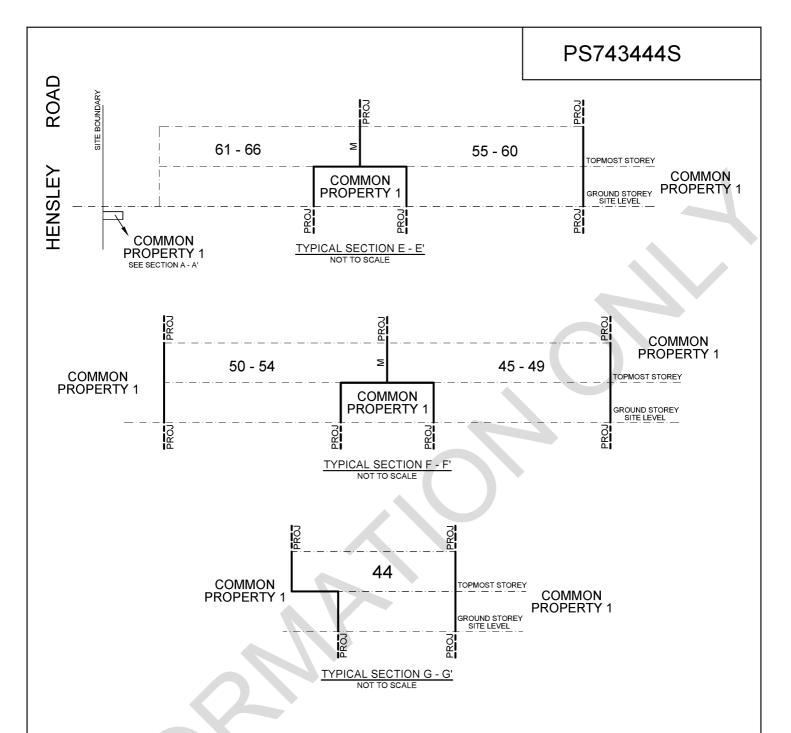
Delivered by LANDATA®, timestamp 16/08/2024 08:34 Page 1 of 7

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PLAN OF SUBDIVISION PS743444S EDITION 2 Council Name: Whittlesea City Council LOCATION OF LAND Council Reference Number: 609274 PARISH: WOLLERT Planning Permit Reference: 609274 SPEAR Reference Number: S088169H TOWNSHIP: SECTION: This plan is certified under section 6 of the Subdivision Act 1988 CROWN ALLOTMENT: Public Open Space **CROWN PORTION:** 3 (PART) A requirement for public open space under section 18 of the Subdivision Act 1988 TITLE REFERENCE: Vol 8741 Fol 015 has been made and the requirement has been satisfied Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 03/07/2018 LAST PLAN REFERENCE: Lot 242 on LP72678 Statement Of Compliance issued: 12/09/2018 POSTAL ADDRESS: 3 Linoak Avenue (at time of subdivision) LALOR 3075 MGA CO-ORDINATES: E: 324 660 ZONE: 55 (of approx centre of land 5829 580 **GDA 94** in plan) **VESTING OF ROADS AND/OR RESERVES NOTATIONS IDENTIFIER** COUNCIL/BODY/PERSON LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS Reserve No.1 AusNet Electricity Services Pty Ltd 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. **NOTATIONS** Location of boundaries defined by buildings: Does Not Apply Median: Boundaries marked 'M'; and DEPTH LIMITATION: Exterior Face: All other boundaries. SURVEY: OTHER PURPOSE OF PLAN This plan is based on survey. To remove those parts of the drainage and sewerage easement (E-1) created STAGING: on LP72678 that are not shown on this plan This is a staged subdivision. To remove those parts of the drainage easement (E-3) created on LP72678 Planning Permit No.609274 that are not shown on this plan GROUNDS FOR REMOVAL: 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 2 077ha Area of Stage: No. of Lots: 87 Lots **EASEMENT INFORMATION** LEGEND: EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN. Fasement Width Purpose Origin Land Benefited/In Favour Of Reference (Metres) Drainage Lots in LP72678 LP72678 Sewerage F-1 2 44 Drainage Whittlesea City Council This Plan Sewerage Yarra Valley Water Corporation E-2 Sewerage 1.83 C/E H408769 **MMBW** Drainage LP72678 Lots in LP72678 Sewerage Whittlesea City Council Drainage E-3 1.83 This Plan Yarra Valley Water Corporation Sewerage Sewerage C/E H408769 **MMBW** 02982-S1 ORIGINAL SHEET Ref. SURVEYORS FILE REF: SHEET 1 OF 6 THIS IS A LAND USE VICTORIA Digitally signed by: Mark Peter Grey (Taylors Development Urban Development | Built Environments | Infrastructure Strategists Pty Ltd), Surveyor's Plan Version (12), COMPILED PLAN 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168 FOR DETAILS SEE MODIFICATION TABLE HEREIN Tel: 61 3 9501 2800 | Web: taylorsds.com.au 18/06/2018, SPEAR Ref: S088169H



Urban Development | Built Environments | Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 MARK PETER GREY / Version No 1 Tel: 61 3 9501 2800 | Web: taylorsds.com.au



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.

TAYL PRS			ORIGINAL SHEET SIZE: A3	Ref. 02982-S-COMP Ver. 1	SHEET 6
Urban Development Built Environments Infrastructure	Licensed Surve	eyor:			
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au	MAF	RK PETER GREY / Version No 1			

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER PS743444S

MASTER PLAN (STAGE 1) REGISTERED DATE 20/09/2018 TIME 12:52 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER		EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 1-9 (B.I.),LOT 44-76 AND ADDITIONAL CM1	STAGE PLAN	PS743444S/S2	14/02/19	2	H.L.



Owners Corporation Search Report

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Produced: 16/08/2024 08:33:42 AM

OWNERS CORPORATION 1 PLAN NO. PS743444S

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

hael	Affected	by Owners	Corporation:
Lanu	Anectea	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





Owners Corporation Search Report

Produced: 16/08/2024 08:33:42 AM

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





Owners Corporation Search Report

Produced: 16/08/2024 08:33:42 AM

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





Owners Corporation Search Report

Produced: 16/08/2024 08:33:42 AM

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
Tot	al 3963.00	3963.00

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

Statement End.



ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham gpo box 2746 BRISBANE 4001

Client Reference: 85608320 126231013

NO PROPOSALS. As at the 24th September 2024, 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 ${\tt LANDATA}^{@}$.

8C 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: 24th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025

G Liassos & A Liassos

Assessment number: 1060011



To receive your rates notice via email, register at Reference No: EFF3C21DDX

Issue date: 31/07/2024

029

Property details

8C Hensley Road LALOR VIC 3075

LOT 63 PS 743444S

Owner: Liassos George & Liassos Alexandra

Ward: Lalor

and

recycling

voucners

online

whittlesea.vic.gov.au/wastevouchers

Valuation details

Site Value **Capital Improved Value** \$115,000

Net Annual Value

\$26,250

Valuation operative date 01/07/2024 Level of value date 01/01/2024

AVPCC 120 Single Strata Unit/Villa Unit/Townhouse

Rates and charges

Council Charges

General rate 26,250 x 0.04683579

State Government Charges

Fire services charge (Res) 1 x 132 Fire services levy (Res) 5

Waste Landfill Levy General 1 x 0.00008700

\$1,229.44

\$132.00

\$45.68 \$16.65

\$1,423.77 Total

Payments received after 15 July 2024 may not be included on this notice

Instalment 1

\$358.77 Due By 30/09/2024

If full payment of the instalment 1 amount is not received by 30 September 2024, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 \$355.00 Due By 30/11/2024

Instalment 3 \$355.00 Due By 28/02/2025

Instalment 4 \$355.00

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum

\$1,423.77 Due By 15/02/2025

Access free and discounted waste disposal vouchers online









Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call © 9217 2170.

How to pay

whittlesea.vic.gov.au

VISA

Phone 1300 301 185



(Q) Council Offices See the back of this notice for opening hours and locations

BPAY

Biller Code: 5157 Ref: 1060011 BPAY this payment via internet or phone banking **FlexiPay**



Set up your flexible payment options.

Scan the QR code or visit

mhittlesea-pay.enotices.com.au



VISA Account Bank





Post Billpay



Post

Billpay Code: 0350 Billpay Ref: 10600119

Pay in person at any post office: 131 816 or postbillpay.com.au Scan the barcode below and pay

with your iPhone, iPad or Android device. Download the Australia Post mobile app.







24th September 2024

Arthur J Dines & Co via Dye & Durham Property Pty DYEDURHAM

Dear Arthur J Dines & Co via Dye & Durham Property Pty ,

RE: Application for Water Information Statement

Property Address:	8C HENSLEY ROAD LALOR 3075			
Applicant	rthur J Dines & Co via Dye & Durham Property Pty			
	DYEDURHAM			
Information Statement	30886206			
Conveyancing Account Number	2469580000			
Your Reference	LIASSOS 007233			

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 <u>propertyflow@yvw.com.au</u>. For further information you can also refer to the Yarra Valley Water website at <u>www.yvw.com.au</u>.

Yours sincerely,

Lisa Anelli

GENERAL MANAGER

RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204 F (03) 9872 1353 E enquiry@yvw.com.au

yvw.com.au





Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	8C 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.



YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

Melbourne Water Property Information Statement

Property Address	8C HENSLEY ROAD LALOR 3075		

STATEMENT UNDER SECTION 158 WATER ACT 1989

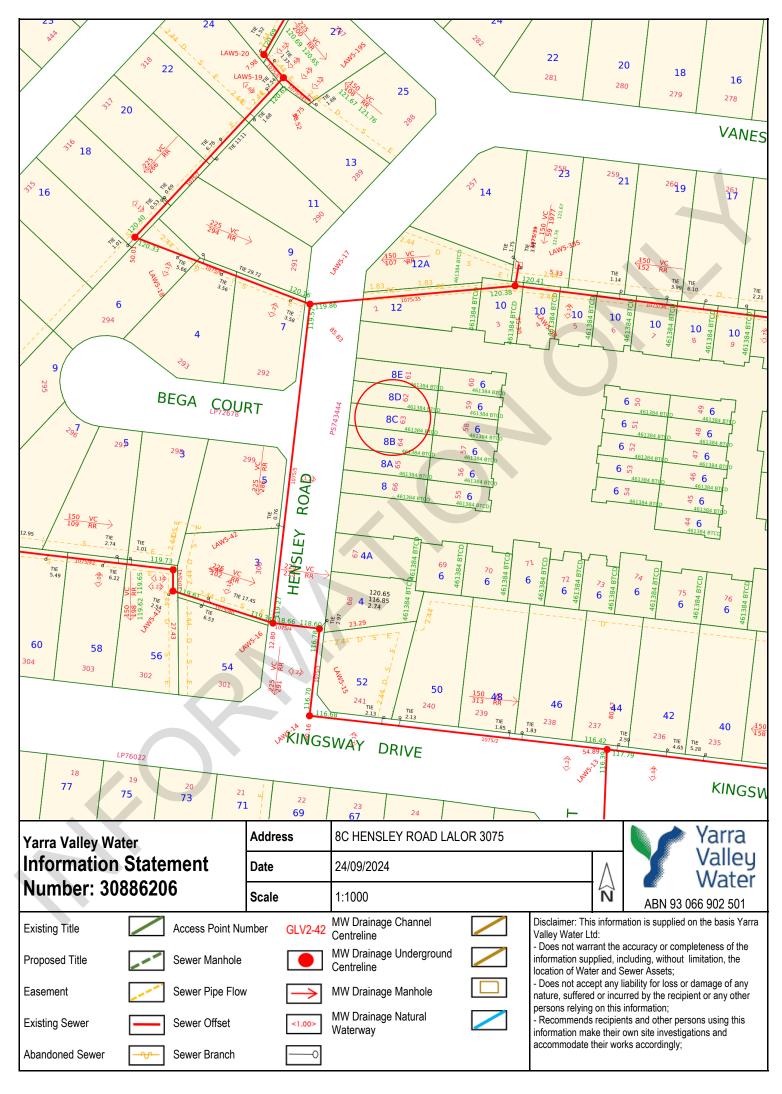
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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 ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

Arthur J Dines & Co via Dye & Durham Property Pty **DYEDURHAM** property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 5422051351 Rate Certificate No: 30886206

Date of Issue: 24/09/2024 Your Ref: LIASSOS 007233

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
8C HENSLEY RD, LALOR VIC 3075	63\PS743444	5135679	Residential

Agreement Type	Period	Charges	Outstanding			
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$0.00			
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$0.00			
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$0.00			
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$0.00			
Usage Charges are curre	ntly billed to a tenant under the Residen	tial Tenancy Ac	t			
Other Charges:						
Interest No.	interest applicable at this time					
No further	No further charges applicable to this property					
	Balance Brought Forward \$0.00					
	Total for This Property \$0.00					

The property above forms part of the property for which the charges below are applicable

the property discretization property for the	in and and goo below on		
Property Address	Lot & Plan	Property Number	Property Type
4A HENSLEY RD, LALOR VIC 3075	S2\PS743444	5201934	Residential

Agreement Type		Period	Charges	Outstanding
Other Charges:				
Interest	No interest ap	plicable at this time		
	No further charges a	applicable to this property		
		Balance Bro	ught Forward	\$0.00
		Total for	This Property	\$0.00

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.



YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

Property No: 5135679

Address: 8C HENSLEY RD, LALOR VIC 3075

Water Information Statement Number: 30886206

HOW TO PAY



Biller Code: 314567 Ref: 54220513514

Amount	
Paid	
Į.	

Date	
Paid	

Receipt	
lumber	



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 WEB 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: 19/09/2024

Issued to: George Liassos & Alexandra Liassos
Issued for: 63 of Plan of Subdivision PS 743444S

1. The present fee for the above lot is:

Admin Fund Contribution for the above Lot is \$1,502.75 per annum, paid Quarterly commencing from 1st January 2024.

Maintenance Fund Contribution for the above Lot is \$102.02 per annum, paid Quarterly commencing from 1st January 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 September 2024

3. Unpaid fees including interest now total

26/05/2021 - Inv# 159486 Quarterly Members Contribution 1/07/2021 - 30/09/2021 \$0.01 Due:1/7/2021

28/08/2024 - Inv# 256712 Quarterly Members Contribution 1/10/2024 - 31/12/2024 \$417.88 Due:1/10/2024

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 19 September 2024

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):

Maintenance Fund has been established during the recent Annual General Meeting. This was based on the amendments (1 December 2021) in the Owners Corporation ACT 2006.

Please refer to the Minutes of 2024 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:

\$64,159.66 as at 19 September 2024

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

Nil as at 19 September 2024

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 19 September 2024

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 19 September 2024

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 1 Plan No. PS 743444S
Colin Won



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 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

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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.
 - 5.2.1.10The monies shall be held in the Owners Corporation bank account, earning no interest.

- 5.2.1.11An 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

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

- 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 us 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 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 of 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 license 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:

W	aste Type	Bin Type	Minimum Quantity	Waste Collection	Collection Frequency	Collected by
R	ubbish	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	2m³ 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.



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

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20 February 2024

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 6 FEBRUARY 2024 OWNERS CORPORATION 1 PLAN NO. PS743444S

Please find attached for your records the 2024 Annual General Meeting Minutes of the above Owners Corporation.

We take this opportunity to thank the Members who attended the meeting in person.

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

Sarwat Tazim

MINUTES OF THE 2024 ANNUAL GENERAL MEETING OWNERS CORPORATION 1 PLAN NO PS743444S 3 – 15 LINOAK AVENUE, LALOR, VIC 3075

Meeting Venue:Meeting Date:Via ZOOM6 February 2024

Meeting Opened at: 4:35pm

OWNERS PRESENT

Lot	Lot Entitlement	Owner	Represented by ¹
19	51	Hok Chuen Dale Wong	
35	48	Ngoc Thi Huyen Truong	
40	50	Miss Vanessa Kate Berry	
45	44	Olga Istomina	
50	45	Jonathan Aditya	
51	44	Anastasia Zacharias	
61	45	Eleanor Ivory Ager	

Apologies:

Lot 72 - David Allen Hunt and Eileen Joan Hunt.

In Attendance:

Claudia Doan and Sarwat Tazim representing Property Investment Services Pty Ltd.

Number of Lots Represented: 7 / 87 Lots or 327/ 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.

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

Applicable if the Lot is in joint ownership or in the name of a company.

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 Sarwat Tazim 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 21 February 2023 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 by Hok Chuen Dale Wong.

The Members **RESOLVED** to pass a Vote of Appreciation for the outgoing Committee Members for their support and hard work throughout the year.

- 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.
- 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.
- 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

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.

6.3 Future Cover

For the next insurance renewal, the Members **RESOLVED** to seek renewal quotations based on the Owners Corporation's current insurance policy schedule and details.

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)

The Members *acknowledged* that the financial reports for the period ending 30 December 2023 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 30 December 2023.

- **8. ADOPTED BUDGETS** (Section 23 & 40 of the Owners Corporations Act 2006)
 - 8.1 Administrative Fund Budget

The Members **RESOLVED** to adopt the proposed Administrative Fund Budget with an Administrative Fund Contribution of \$135,350.00 + GST for the period 1 January 2024- 30 **December 2024**, commencing 1 January 2024. The budget will be automatically rolled into the next financial year until amended at a General Meeting.

8.2 Maintenance Fund Budget – As per approved Maintenance Plan

The Members **RESOLVED** to **ADOPT** the Long-Term Maintenance Plan (Prepared By: Rider Levett Bucknall | Date: 19/10/2022) and establish the Maintenance Fund Budget.

As per the Long-Term Maintenance Plan (LTMP), the Owners Corporation was supposed to commence the Maintenance Fund Contribution with \$22,653.00 + GST. The Members discussed the LTMP comprehensively and identified a number of capital maintenance items which could be removed, or overall cost could be reduced. Sarwat also advised below:

- The Owners Corporation can use the LTMP as a guide. Not all items need to be done but it's advised to use the LTMP.
- The Members can change the overall contribution during the Annual General Meeting.

After a careful discussion, below items were proposed to the Members:

- Reduce the overall contribution from \$22,653.00 + GST to \$15,000.00 + GST.
- In the meantime, PROPIS to get some advice from the consultant on a few items and see if they can be adjusted.
- During the next AGM, the Members can choose to increase 3% annually, as per the calculation in the LTMP. OR follow, the amended LTMP. Note that, amended LTMP is not confirmed yet.

The Members **RESOLVED** to adopt the Maintenance Fund Budget with a Maintenance Fund Contribution of \$15,000.00 + GST for the period 1 January 2024- 30 December 2024, commencing 1 January 2024. The budget will be automatically rolled into the next financial year until amended at a General Meeting.

The Members asked if the Owners Corporation can transfer any surplus from the Administrative Fund Budget to the newly established Maintenance Fund. Sarwat advised the Members that he would discuss this with an accountant, check the Owners Corporation ACT 2006 and provide a response in the Minutes.

[Post AGM Notes:

Please see below points from a comprehensive discussion with the accounts team:

- Transfer from Administrative Fund to Maintenance Fund is allowed as per the Owners Corporation ACT 2006.
- Transfer from Maintenance Fund to Administrative Fund is allowed only via a Special Resolution. This option is not applicable at this stage.
- The Members asked if the Owners Corporation can transfer the current total equity (\$22,347.35 = \$16,536.31 (commencing equity of 22FY) + \$5,811.04(surplus from 23FY)) from the Administrative Fund to Maintenance Fund so that first contribution towards the Maintenance Fund is reduced overall.
- Whilst it's possible but It's recommended not to transfer the entire equity to the Maintenance Fund, because:
 - The OC will be in a negative equity in the Administrative Fund.
 - This means that when there are emergency expenditures required in the administrative fund or substantial increase in costs that are not anticipated such as insurance, the Owners Corporation may find itself raising a special levy to cover its position. It's like having no savings to prepare for unanticipated situation.
- Thus, It's not healthy for this size of the Owners Corporation.
- Notwithstanding the above, we understand the will of the Members and below will be done:
 - In short utilise 23FY surplus to reduce maintenance fund contribution in year
 1 only.
 - Transfer only the surplus from last FY to the Maintenance Fund which will be \$5.811.04.
 - This transfer will reduce the approved Maintenance Fund Budget from \$15,000.00 + GST to \$9188.96 + GST for the first year.
 - We will update the Levy Schedule based on the new Maintenance Fund Contribution of \$9,188.96 + GST. Please note, above transfer is not going to change the overall contribution which was approved during the AGM. This will provide some relief to the lot owners in the **first year.**]

Here is the updated Levy Schedule:

Owners Corporation 1 Plan No PS 743444S 3 - 15 Linoak Avenue, Lalor Levy Schedule, 1 January 2024 - 31 December 2024

		GST	Total
Approved Admin Fund Budget 2024	\$135,350.00	\$13,535.00	\$148,885.00
Approved Maintenance Fund Budget 2024	\$9,188.96	\$918.90	\$10,107.86

Total Budget

\$158,992.86

			Resolved	
Lot	Lot Liability	Quarterly Levy Schedule - reduced Maintenance using 2023 Surplus	24FY	
			Maintenanc	

								e @ \$15,000 + GST
1				Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1
			Annual	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec	
			Amount	24	24	24	24	Jan - Mar 25
	1	46	\$1,845.49	\$403.76	\$480.58	\$480.58	\$480.58	\$479.92
	2	64	\$2,567.64	\$561.76	\$668.63	\$668.63	\$668.63	\$667.72
	3	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	4	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	5	37	\$1,484.41	\$324.77	\$386.55	\$386.55	\$386.55	\$386.02
	6	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	7	39	\$1,564.65	\$342.32	\$407.44	\$407.44	\$407.44	\$406.89
	8	39	\$1,564.65	\$342.32	\$407.44	\$407.44	\$407.44	\$406.89
	9	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	44	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	45	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
	46	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
	47	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
	48	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
I	49 50	45 45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49 \$460.40
	50 51	45 44	\$1,805.37	\$394.99 \$386.21	\$470.13 \$459.68	\$470.13 \$459.68	\$470.13 \$459.68	\$469.49 \$459.06
	51 52		\$1,765.25		\$459.68			
	52 53	44 44	\$1,765.25 \$1,765.25	\$386.21 \$386.21	\$459.68	\$459.68 \$459.68	\$459.68 \$459.68	\$459.06 \$459.06
	54	46	\$1,765.25	\$403.76	\$480.58	\$480.58	\$480.58	\$479.92
	55 55	46	\$1,845.49	\$403.76	\$480.58	\$480.58	\$480.58	\$479.92 \$479.92
	56	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	57	45 45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	58	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	59	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	60	46	\$1,845.49	\$403.76	\$480.58	\$480.58	\$480.58	\$479.92
	61	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	62	43	\$1,725.13	\$377.43	\$449.23	\$449.23	\$449.23	\$448.62
	63	40	\$1,604.77	\$351.10	\$417.89	\$417.89	\$417.89	\$417.32
	64	40	\$1,604.77	\$351.10	\$417.89	\$417.89	\$417.89	\$417.32
	65	43	\$1,725.13	\$377.43	\$449.23	\$449.23	\$449.23	\$448.62
	66	45	\$1,805.37	\$394.99	\$470.13	\$470.13	\$470.13	\$469.49
	67	62	\$2,487.40	\$544.20	\$647.73	\$647.73	\$647.73	\$646.85
	68	51	\$2,046.09	\$447.65	\$532.81	\$532.81	\$532.81	\$532.09
	69	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
	70	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
	71	40	\$1,604.77	\$351.10	\$417.89	\$417.89	\$417.89	\$417.32
	72	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
	73	44	\$1,765.25	\$386.21	\$459.68	\$459.68	\$459.68	\$459.06
	74	41	\$1,644.89	\$359.88	\$428.34	\$428.34	\$428.34	\$427.76
	75	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
	76	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
	10	49	\$1,965.85	\$430.10	\$511.92	\$511.92	\$511.92	\$511.22
	11	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	12	49	\$1,965.85	\$430.10	\$511.92	\$511.92	\$511.92	\$511.22
	13	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	14	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46 \$500.70
	15	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
	16	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
	17	38 36	\$1,524.53 \$1,444.30	\$333.54 \$315.00	\$397.00 \$376.10	\$397.00 \$376.10	\$397.00 \$376.10	\$396.46 \$375.50
	18 19	36 51	\$1,444.30	\$315.99 \$447.65	\$376.10 \$532.81	\$376.10 \$532.81	\$376.10 \$532.81	\$375.59 \$532.00
	20	60	\$2,046.09 \$2,407.16	\$447.65 \$526.65	\$532.81 \$626.84	\$532.81 \$626.84	\$532.81 \$626.84	\$532.09 \$625.98
	20	58	\$2,407.16	\$526.65 \$509.09	\$605.94	\$605.94	\$605.94	\$605.12
	22	50	\$2,005.97	\$438.87			\$522.37	

Total	3963	6	\$34,785.07	\$41,402.60	\$41,402.60	\$41,402.60	\$41,346.25
		\$158,992.8					
87	58	\$2,326.92	\$509.09	\$605.94	\$605.94	\$605.94	\$605.12
86	59	\$2,367.04	\$517.87	\$616.39	\$616.39	\$616.39	\$615.55
85	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
84	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
83	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
82	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
81	39	\$1,564.65	\$342.32	\$407.44	\$407.44	\$407.44	\$406.89
80	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
79	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
78	43	\$1,725.13	\$377.43	\$449.23	\$449.23	\$449.23	\$448.62
77	38	\$1,524.53	\$333.54	\$397.00	\$397.00	\$397.00	\$396.46
43	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
42	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
41	40	\$1,604.77	\$351.10	\$417.89	\$417.89	\$417.89	\$417.32
40	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
39	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
38	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
37	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
36	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
35	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
34	48	\$1,925.73	\$421.32	\$501.47	\$501.47	\$501.47	\$500.79
33	49	\$1,965.85	\$430.10	\$511.92	\$511.92	\$511.92	\$511.22
32	47	\$1,885.61	\$412.54	\$491.02	\$491.02	\$491.02	\$490.35
31	50 50	\$2,005.97	\$438.87	\$522.37 \$522.37	\$522.37	\$522.37	\$521.65
30	50	\$2,005.97	\$438.87	\$522.37	\$522.37	\$522.37	\$521.65
29	47	\$1,885.61	\$412.54	\$491.02	\$491.02	\$491.02	\$490.35
28	47	\$1,885.61	\$412.54	\$491.02	\$491.02	\$491.02	\$490.35
27	48	\$1,905.83	\$421.32	\$511.92 \$501.47	\$501.47	\$501.47	\$500.79
26	49	\$1,965.85	\$430.10	\$511.92	\$511.92	\$511.92	\$521.03 \$511.22
24 25	54 50	\$2,166.44 \$2,005.97	\$438.87	\$564.15 \$522.37	\$564.15 \$522.37	\$564.15 \$522.37	\$563.39 \$521.65
23	54 54	\$2,166.44	\$473.98 \$473.98	\$564.15	\$564.15	\$564.15	\$563.39

9. GENERAL BUSINESS

9.1 Important Reminders for Residents

The Members discussed a number of issues around the Common Property which were identified in the past year. It was **RESOLVED** that the Owners Corporation will send a reminder notice to the residents. Here are some of the items:

- Residents with pets must ensure they are cleaning up after their pets whilst on the Common Property. Pets must be on leash at all times whilst on the Common Property.
- Residents must follow proper waste management guidelines. At no point of time, illegal rubbish dumping is allowed. This includes any illegal hard waste dumping on the nature strip without booking a collection with the local council.
- Residents must ensure their visitors are obeying the rules for visitor carparking spaces. At no point of time, residents can park in the visitor carparking spaces. These spaces are solely to be used by visitors coming to the property. Failing to comply with the rules may result in a breach notice.

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 6:15pm.

Minutes to be confirmed as a true and correct record at the next General Meeting.



Client:

OC No. 743444S C/- Property Investment Services Pty Ltd Level 5, 517 St Kilda Road MELBOURNE VIC 3004 **Contact Details:**

Account Manager: Pauline Skinner Email: p.skinner@whitbread.com.au

Phone: 03 8646 0267

Policy Type: Residential Strata
Policy Number: HU0006117268
Client Reference: Strata - VIC - 39831

 Period of
 From:
 01/06/2024

 Insurance:
 To:
 01/12/2024

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

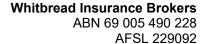
Insured: OC No. 743444S

Situation Address: 3 Linoak Avenue, Lalor, Vic

No. of Units / Lots: 87

Policy Details:

Policy Details:		
Policy 1:	Insured Property - Building	\$30,456,070
	Insured Property - Common Area Contents	\$304,560
	Insured Property - Loss of Rent/Temporary Accommodation	\$4,568,410
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$200,000
	Voluntary Workers - Weekly Benefit	\$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	\$5,000,000
Policy 7:	Machinery Breakdown:	Not Insured
Policy 8:	Catastrophe Insurance - Insured Property	\$4,568,410
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	\$685,261
	Catastrophe Insurance - Accommodation/Storage	\$228,420
	Catastrophe Insurance - Cost of Storage & Evacuation	\$228,420
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$50,000





Policy 10: Lot Owners Fixtures & Improvements: \$250,000

Flood

Excesses:

Legal Defence Expenses each and every claim: \$1,000

Policy 1 - Insured Property. Standard Excess: \$2,000

Insurer Details:

Policy Wording: QM562-1023

Insurer: CHU Underwriting Agencies Pty Ltd

Supporting Insurer: QBE Insurance

Proportion: 100%

Commission: \$0.00

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.



Very Important Notice

Your Duty of Disclosure

Before you enter into a contact of general insurance with an insurer, you have duty, under the Insurance Contacts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- Your duty, however, does not require disclosure of matters:
- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contract are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.



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 WEB propis.com.au

Account Statement

Owners Corporations Act 2006 Section 31

Lot: 63 1/1/2024 to 1/10/2024

Linoak Avenue 3-15 Linoak Avenue Strata PS 743444S

Due Date	Invoice No.	Description	Dr	Cr	Balance
		Opening Balance		\$351.09	-\$351.09
4/01/2024	233338	Quarterly Members Contribution 1/01/2024 - 31/03/2024	\$351.10		\$0.01
4/04/2024		Payment Bpay		\$417.89	-\$417.88
5/04/2024	241154	Quarterly Members Contribution 1/04/2024 - 30/06/2024	\$417.89		\$0.01
26/06/2024		Payment Bpay		\$417.89	-\$417.88
2/07/2024	249852	Quarterly Members Contribution 1/07/2024 - 30/09/2024	\$417.89		\$0.01
1/10/2024	256712	Quarterly Members Contribution 1/10/2024 - 31/12/2024	\$417.88		\$417.89
		Total	\$1,604.76	\$1,186.87	\$417.89





Total of this notice:

\$417.89



CARD OR DIRECT DEBIT

DEFT Reference Number 2803296400083967

Visit deft.com.au to pay by card or direct debit. Payments may attract

a surcharge.

BPAY®

Biller Code: 96503 Ref: 2803296400083967

Mobile & Internet Banking -**BPAY**

Make this payment from your preferred bank account.





Pay in-store at Australia Post by eftpos or cheque.

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



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

Linoak Multi Dwelling- Stage 2 RE:

2015146/2 Stage2 File No:

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:

Goldfield Corporation Pty Ltd Name:

Suite 1 105 Rupert St

Collingwood 3066

Ph1: 03 9417 7688

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

Fax no:

Phone: 9417 7688

Lalor Development Co. Pty Ltd **BuilderCompany:**

PRACTITIONERS

FUNCTION AND ENGAGEMENT

Chang Lin

DBU 37707

Engaged in various parts of the building work- *1

David O Flaherty

EE 40860

Prepared documents only- *4

Michael Di Paola

EC 2052

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

Prepared documents only- *4

18055

Prepared documents only- *4

DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit 18055 **TAYLORS** TAMARA O REILLY

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

1ai 10a2 7a

Persons accommodated for

No of storeys 2 Allowable live load

Area (m2)

New floor area,m2

OCCUPATION/USE OF A BUILDING:

An Occupancy Permit is required prior to Occupation

COMMENCEMENT AND

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

COMPLETION

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

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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 ar



Date of issue:

16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration:

BS14716



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

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 mir 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



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



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 / 310

buildings over an easement.

City of Whittlesea To permit the construction of part of a building /

buildings over an easement.

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 2
- 3 All conditions within the Yarra Vallley Water Build Over Easement Consent Letter Dated 7 December 2015 to be adhered to.
- 4 This allotment IS NOT subject to termite infestation
- One of the following options is to be included in development of Town Houses 5

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 boundary

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. 6
- This Building Permit does not include fire services currently being reviewed by Metropolitan Fire 7 Brigade as part of a separate Regulation 309 Application. These matters will be covered under a following staged Building Permit.

Approved Documents

Prepared By

Document Numbers:

ENERGY EFFICIENCY

REPORTS

PBD GROUP

DATED 15 MARCH 2016

Date of issue:

16-Jun-2016

310

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration:

BS14716



HYDRAULIC DRAWINGS **ONEIL GROUP** DRAWINGS H01 -H09 STRUCTURAL COMPUTATIONS ONEIL GROUP **REVISION 1.1** STRUCTURAL COMPUTATIONS ONEIL GROUP **REVISION 1** STRUCTURAL DRAWINGS **ÒNEIL GROUP** DRAWINGS S01- S04, S10-13, 20,30-34, 40-42 CERTIFICATE OF COMPLIANCE MICHAEL TSORLINIS-**JUNE 2016 ONEIL GROUP** SPECIFICATION CONCRETE **ONEIL GROUP** DATED 15 FEBRUARY 2016 **WORKS** SPECIFICATION FOR **ONEIL GROUP** DATED 15 FEBRUARY 2016 **EARTHWORKS** 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 CITY OF WHITTLESEA DATED 23 DECEMBER 2015 **EASEMENTS UNDER REGULATION 310 COUNCIL STORM WATER** CITY OF WHITTLESEA DATED 12 NOVEMBER 2015 DRAINAGE POINT OF DISCHARGE INFORMATION ENDORSED BY COUNCIL CIVIL CITY OF WHITTLESEA DATED 11 FEBRUARY 2016 **DRAWINGS** YARRA VALLEY BUILD OVER **ONEIL GROUP** DRAWING C02- P2 **EASEMENTS PLAN** CIVIL FUNCTIONAL LAYOUT CITY OF WHITTLESEA DATED 15 FEBRUARY 2016 SHEET 22 PLAN ENDORSED BY COUNCIL OF 22 LANDSCAPE ENDORSEMENT CITY OF WHITTLESEA DATED 15 FEBRUARY 2016 LETTER RE PLANNING PERMIT BY COUNCIL LANDSCAPE ENDORSEMENT CITY OF WHITLESEA DATED 15 FEBRUARY 2016 SHEETS 1-DRAWINGS RE PLANNING 22 PERMIT BY COUNCIL SITE MANAGEMENT METHOD CITY OF WHITLESEA DATED 18 JANUARY 2016 ENDORSEMENT LETTER RE PLANNING PERMIT BY COUNCIL SITE MANAGEMENT METHOD CITY OF WHITLESEA DATED 18 JANUARY 2016 SHEETS 10F **ENDORSEMENT PLANS RE** PLANNING PERMIT BY COUNCIL CIVIL ENGINEERING PLAN CITY OF WHITTLESEA DATED 19 FEBRUARY 2016 **ENDORSEMENT LETTER RE** PLANNING PERMIT BY COUNCIL CIVIL PLANS ENDORSEMENT CITY OF WHITTLESEA DATED 19 FEBRUARY 2016 **RE PLANNING PERMIT BY**



Date of issue:

16-Jun-2016

RELEVANT BUILDING SURVEYOR Dean Giammarino

Registration:

BS14716



COUNCIL

YARRA VALLEY WATER BUILD YARRA VALLEY WATER **OVER EASEMENT**

TOWN PLANNING PERMIT

BUILDING PERMIT APPLICATION CIVIL DRAWINGS

CITY OF WHITTLESEA

GOLDFIELD GROUP

ONEIL GROUP

DATED 7 DECEMBER 2015

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

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15 Easey St Collingwood Victoria 3066

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



Re: Units 55-66 which share a common carpark area to west of the allotment.

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

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 thye 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 2015-146-4 55-63

Inline Building Surveyors PO Box 594 Eltham Tel: 03 9419 8599

Page 1 of 3



Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable	The level of performance that each essential safety measure must	The frequency and type of maintenance required for	The frequency and type of testing and inspections required for each essential safety measure	
	to installation and operation of essential safety measure	achieve to fulfil its purpose	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 ofSpecification E2.2a	Clause 3 ofSpecification 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 incipientspread 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	

RELEVANT BUILDING SURVEYOR

Registration No:

BSU 14716

Signature:

Dean Giammarino

Occupancy Permit no 2015-146-4 55-63

Inline Building Surveyors PO Box 594 Eltham Tel: 03 9419 8599

Page 2 of 3



installed or Monthlyto AS 1851.4-1992 are installed or Monthlyto AS 1851.4-1992

Conditions

This Occupancy Permit is in relation to common apartments 55-66 that are the units sharing a common car park west of the internal recreation park area on the allotment. The original Building Permit for these works was issued under the provisions of the Building Regulations 2006, given these Regulations have been superceded by the Building Regulations 2018, this Occupancy Permit is issued under the provisions of the Building Regulations 2018.

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. 2015-146-4 55-63

Date of issue Wednesday, 22 May 2019

Date of final inspection 22/05/2019

Inspection Records	Approval Date:
Inspection of Occupancy for Units 55-66 common carpark units west end of allotment	22/05/2019
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 2015-146-4 55-63

Page 3 of 3



Phone: 1300 363 424

Domestic Suilding Insurance

Policy Number 410055906BWI-159

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



*երլութիլոլիյուհոր*ներու 030 LALOR DEVELOPMENT CO PTY LTD 2 LLOYD ST BALWYN NORTH 3104

Account Number 41BWFITZP Date Issued 27/06/2017

Dear LALOR DEVELOPMENT CO PTY LTD

Your builder has requested that QBE Insurance (Australia) Limited issue domestic building insurance for the building works you have agreed to have the builder carry out. The Victorian Managed Insurance Authority (VMIA) underwrites this cover and will handle any claim that may arise under this policy.

Enclosed you will find the following documents that you should read and keep in a safe place:

- Frequently asked questions (FAQs) about this cover
- Policy wording that details the cover provided

The certificate is issued in line with information given to us at the time the builder requested cover.

What do I need to do?

You will need to carefully review the information contained on the Certificate of Insurance and ensure that it accurately reflects the building works being performed. In particular, you should check the information listed on the Certificate of Insurance against your building contract as follows: Is the builder name correct?

Is the 'declared contract price' on the certificate the same as the price listed in your building contract?

If the answer to either of these questions is no, or you are unsure, please contact QBE on 1300 790 723 for advice.

What does this insurance cover?

Domestic building insurance is designed to protect you and any subsequent purchaser(s) of the property, subject to the terms and conditions of the policy, in the event that you sustain loss or damage ONLY IF the compensation for that loss or damage is not recoverable from the builder due to the builder's death, disappearance or insolvency, or because the builder fails to comply with a Tribunal or Court Order.

You should also read the frequently asked questions (FAQs) and the policy wording to find out what this policy

If you have any questions, please contact QBE on 1300 790 723.

Yours sincerely QBE Insurance (Australia) Limited



Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 410055906BWI-159

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

At the property

Carried out by the builder

For the building owner

Pursuant to a domestic building contract dated

For the contract price of

Type of cover

Period of cover

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

63/3 LINOAK AVENUE LALOR VIC 3075

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.

LALOR DEVELOPMENT CO PTY LTD

20/06/2017

\$189,655.00

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*

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
- 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 noncompletion 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 imilding insurance Certificate of incurance

Policy Number 410055906BWI-159

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 GST	\$1,569.00
Stamp Duty	\$156.90
	\$172.59

Total \$1,890.49

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.



Phone: 1300 363 424

Domestic Building Insurance Continicate of Insurance

Policy Number 410055906BWI-159

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:

	Below are some e	examples of what	t to look for:	Without the common contraction
	compartate y of a notative play a notati		Y(e)(1);(1)(e)(1)=	स्माला-कामग्रीहरूल व्यक्तिकारम्
		MATCH		
			Owner:	
	Owner:		Builder:	ACME CONSTRUCTIONS PTY LTD
	Carried out by ACME CONSTRUCTIONS PTY LTD the builder: ACN: 12 345 678			ACN: 12 345 678
		NO MATCH		
		Patr & P.S. Events of Fundan	Owner:	
	Owner:	diana a ri matek	Builder:	CITIZEN CONSTRUCTIONS PTY LTD
	Carried out by JOHN CITIZEN the builder: ABN: 12 345 678 910			ACN: 12 345 6/8
		NO MATCH		
		Jam Karib Alba vic ak A	Owner:	
	Owner:	Alles not male	Builder:	ACME CONSTRUCTIONS PTY LTD
95100-67620	Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678			ACN: 87 956 123

ACN: 12 345 678

PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 16 August 2024 08:28 AM

PROPERTY DETAILS

Address: **8C HENSLEY ROAD LALOR 3075**

Lot and Plan Number: Lot 63 PS743444 Standard Parcel Identifier (SPI): 63\PS743444

Local Government Area (Council): WHITTLESEA www.whittlesea.vic.gov.au

Council Property Number: 1060011

Whittlesea Planning Scheme - Whittlesea Planning Scheme:

Directory Reference: Melway 8 H3

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: Inside drainage boundary

Power Distributor: **AUSNET**

View location in VicPlan

STATE ELECTORATES

NORTHERN METROPOLITAN Legislative Council:

Legislative Assembly: **THOMASTOWN**

OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural

Heritage Aboriginal Corporation

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.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 8C HENSLEY ROAD LALOR 3075

PLANNING PROPERTY REPORT



Planning Overlay

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



Further Planning Information

Planning scheme data last updated on 14 August 2024.

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 abut 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

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PLANNING PROPERTY REPORT



Designated Bushfire Prone Areas

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

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

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



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

 $Designated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$

Create a BPA definition plan in VicPlan to measure the BPA

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au/ or please contact your relevant council.

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

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PLANNING PROPERTY REPORT: 8C HENSLEY ROAD LALOR 3075



Planning Certificate

PROPE

PROPERTY DETAILS

Property Address: 8 C HENSLEY ROAD LALOR VIC 3075

Title Particulars: Vol 12059 Fol 835

Vendor: GEORGE LIASSOS, ALEXANDRA LIASSOS

Purchaser: N/A

Certificate No: 126231012

Date: 24/09/2024 **Matter Ref:** 85608320

Client: Arthur J Dines & Co

0

MUNICIPALITY

WHITTLESEA

PLANNING SCHEME

WHITTLESEA PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE

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ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 4



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be understand other factors that may impact the use of the property.





PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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WHITTLESEA PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme to be done to the satisfaction of the responsible authority in relation to land known as the Melbourne Wholesale Market Precinct, Epping and shown on the Planning Scheme maps as being in the Priority Development Zone.

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PLANNING ZONES MAP



ZONING

- C1Z COMMERCIAL 1 ZONE
- GRZ4 GENERAL RESIDENTIAL ZONE SCHEDULE 4
- GRZ5 GENERAL RESIDENTIAL ZONE SCHEDULE 5
- PPRZ PUBLIC PARK AND RECREATION ZONE

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR:

GEORGE LIASSOS ALEXANDRA LIASSOS

PROPERTY:

8C HENSLEY ROAD LALOR VIC

and

3075

CONTRACT OF SALE INCORPORATING STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT

Vendor's Legal Practitioner:

Messrs. Arthur J. Dines & Co., Lawyers & Property Law Consultants, Suite 10, Level 1, 2 Enterprise Drive, Bundoora 3083

Phone: 9470-8288

Email: kirstie@ajdines.com.au

Ref: 007233