

# **CONTRACT OF SALE FOR LAND IN VICTORIA**

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**Unit 16, 309 McDonalds Road, EPPING VIC 3076**

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**BOYLE, TELFER & KOOBLAL**

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7 Kororoit Creek Road, WILLIAMSTOWN VIC 3016  
ethan@kooblal lawyers.com.au | (03) 9397 1900  
File Reference: EP:225201

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# Contract of Sale for Land

Law Institute of Victoria & REIV | Contract of Sale of Land  
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Property  
address:

Unit 16, 309 McDonalds Road, EPPING VIC 3076

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;**
- **Special conditions, if any; and**
- **General conditions**

**In that order of priority.**

## Cooling-off period

**In accordance with *Sale of Land Act 1962* (VIC) s31**

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.

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*: 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 an 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 dd/mm/yyyy

Print name(s) of person(s) / Entity  
signing

State nature of authority if applicable:  
(e.g. 'director', 'attorney under  
power of attorney')

This offer will lapse unless accepted within \_\_\_\_\_ clear business days (3 clear business days  
if none specified).

Signed by the Vendor

on  
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable:  
(e.g. 'director', 'attorney under  
power of attorney')

**Beea Pty Ltd (ACN 127 867 458) ATF Beea Family Trust**

**Leslie Jarred Roberts as Director of Beea Pty Ltd**

**The Day of Sale is the date by which both parties have signed this contract.**

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

### ***Sale of Land Act 1962 (VIC) S9AA(1A):***

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

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

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

## Particulars of Sale

### Vendor's estate agent

Name:

Harcourts Rata & Co - Thomastown

Address:

Unit 1 337 Settlement Road THOMASTOWN VIC 3074

Telephone:

(03) 9401 1117

Email:

sold@rataandco.com.au

### Vendor

Name(s):

Beea Pty Ltd ATF Beea Family Trust

### Vendor's Legal Practitioner or Conveyancer

Name:

Boyle, Telfer & Kooblal Lawyers (BTK Legal)

Address:

7 Kororoit Creek Road, WILLIAMSTOWN VIC 3016

Telephone:

(03) 9397 1900

Email:

ethan@kooblallawyers.com.au

### Purchaser

Name(s):

Address:

### Purchaser's Legal Practitioner or Conveyancer

Name:

Address:

Telephone:

Email:

## Land (General Conditions 7 and 13)

The land is described in the following table.

Certificate of Title Reference				Lot(s)	on Plan
Volume	11031	Folio	503	5	PS528369F

or

described in the copy of Register Search Statement(s) (Title Searches(s)) and Plan(s) as attached to the Vendor's 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.

Sale Address	<b>Unit 16 309 McDonalds Road EPPING VIC 3076</b>
Goods sold with the land General Condition 6.3(f) List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. Dishwasher.
Exclusions	

## Payment

Price	\$
Deposit	\$
Deposit Due Date	
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

## Deposit Bond (General Condition 15)

☐ General Condition 15 applies only if the box is checked

## Bank Guarantee (General Condition 16)

☐ General Condition 16 applies only if the box is checked

## GST (General Condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words **'FARMING BUSINESS'** or **'GOING CONCERN'** in this box:

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


## Settlement (General Condition 17 and 26.2)

**Due Date:**

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unless the land is a lot on an unregistered plan of subdivision, in which case Settlement is due on the later of the above date; or

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

## Lease (General Condition 5.1)

At Settlement the purchaser is entitled to vacant possession of the property unless the words **'SUBJECT TO LEASE'** appear in this box:

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in which case refer to general condition 4.1. If **'subject to lease'** then particulars of the lease are:

## Terms Contract (General Condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**TERMS CONTRACT**' in this box

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And refer to general condition 30 and add any further provisions by way of special conditions.

## Loan (General Condition 20) – NOT APPLICABLE AT AUCTION

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

Lender

Loan amount

Approval date


## Building Report (General Condition 21)

☐ General condition 21 applies only if the box is checked.

## Pest Report (General Condition 22)

☐ General condition 22 applies only if the box is checked.

## Special Conditions

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

**SPECIAL CONDITIONS**

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# Special Conditions

## 1. Identity:

- a) The Purchaser admits that the land as offered for sale and inspected by him/her is identical with that described in the title particulars given herein, including measurements and area of the property. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.
- b) The Vendors make no warranty that the improvements erected on the property comply with relevant statutory building regulations, municipal by-laws, any other relevant statutes or regulations (including any repealed laws under which any improvements were constructed) and the Purchaser acknowledges that he/she have made his/her own investigations in this regard with the relevant authorities.
- c) The Purchaser(s) further acknowledges that the Vendor is under no liability or obligation unless expressly stated in this Contract of Sale to carry out repairs, renovations, alterations or improvements and the Purchaser irrevocably agrees that they will not make any objection, requisition or claim any compensation or defect nor delay completion of or rescind this Contract by reason of any matter or things arising out of this special condition.

## 2. Purchaser a Company:

- a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the date of the sale.

## 3. Default:

- a) The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to pay monies due and/or owing under the Contract during any time specified within Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of fifteen (15%) per centum per annum in lieu of the rate as specified in General Condition 33 in addition to the following expenses:
  - (i) Any rebooking fee and settlement fee payable to the Vendor's Solicitor or agent plus any legal costs and or fees levied by the Vendors Solicitor and or Mortgagee and third parties.
  - (ii) Any costs expenses or penalties incurred by the Vendor to a third party through any delay in completion of the Vendors purchase.
  - (iii) Any accommodation and removalist costs necessarily incurred by the Vendor.
  - (iv) Interest payable by the Vendor under any existing Mortgage over the property calculated from the date of settlement.
  - (v) Any costs incurred by the Vendor associated with bridging finance required to complete the Vendor's purchase of another property and interest charged on the bridging finance.
  - (vi) Further additional legal fees of \$1,100.00 should a Notice of Default or Notice of Rescission be served on the Purchaser.
- b) If the Purchaser fails to settle at the agreed settlement date (as specified in writing by the Vendors Solicitors) and settlement is required to be rescheduled for any future day, then the Purchaser shall be deemed to be in default under the Contract, and the provisions of Special Condition 3(a) shall apply. The Purchaser shall not be deemed to have remedied his default, and the Vendor will not be obligated to settle, until payment of any claimed expenses and/or re-booking costs is made. The Vendors Solicitors re-booking costs are \$385.00 (GST Included) per re-booking on account of additional work carried out on behalf of the Vendor.

## 4. Amendment of General Conditions:

- a) General Condition 12 shall be deleted.
- b) General Condition 4 shall be amended in accordance with Special Condition 8 herein.
- c) General Condition 20.2 shall be amended in accordance with Special Condition 7 herein.
- d) General Condition 23's expression "periodic outgoings" does not include any amount to which section 10G of the *Sale of Land Act 1962* applies.
- e) General Condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

- f) General Condition 31.4 to 31.6 inclusive, shall be deleted.
- g) General Condition 33 shall be amended in accordance with Special Condition 3 above.
- h) General Condition 35.4(a) shall be amended by deletion of "up" and insertion of "equivalent".

## 5. Owners Corporation

- a) The Purchaser acknowledges that should the Property be sold subject to the provisions of the *Owners Corporation Act 2006* (Vic) and in particular subject to:
  - (i) the lot entitlement and lot liability and all other information as set out in the Plan;
  - (ii) the provisions of the *Owners Corporation Act 2006* ("the Act") and Regulations;
  - (iii) the easements expressed or implied affecting the Land by virtue of the Act;
  - (iv) the Owners Corporation Rules as amended, varied or supplemented and from time to time in force.
- b) The Purchaser further acknowledges that the property is sold subject to the amount of any special levy made on the Vendor pursuant to the Act or Owners Corporation or regulations in respect of the liabilities of the Owner's Corporation. Such levies struck before the day of sale shall be borne equally by the Vendor and Purchaser on an adjustable amount, however the amount of any such levy made on the Vendor on or after the day of sale shall be borne solely by the Purchaser and shall not be subject to apportionment at settlement, regardless of whether there was sufficient disclosure of same within the Owners Corporation Certificate provided by the Vendor in the Vendor's Statement.
- c) Levies imposed pursuant to the Act and regulations for recovery of general administration and maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation shall be adjusted between the Vendor and Purchaser at settlement.

## 6. Tenancy

The Purchaser acknowledges that should the Property be subject to any type of lease, tenancy or agreement, unless the context otherwise requires, the following will be enforced:

**"Bonds"** means all moneys paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

**"Estimated Payment"** means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

**"Non-Recoverables"** means outgoings which are not recoverable.

**"Outgoings"** means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:

- (i) all rates and land taxes;
- (ii) all variable outgoings, apportionable outgoings or statutory outgoings;
- (iii) insurance premiums.

**"Recoverables"** means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

**"Tenancies"** means the leases, tenancies, licences and other rights to occupy the premises including those identified as an encumbrance against the property in the Contract of Sale.

**"Tenancy Arrears"** means moneys owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

**"Tenancy Documents"** means documents held by the Vendor recording the Tenancies.

**"Tenants"** means tenants or occupiers of the Property identified as an Encumbrance and any other person granted Tenancy after the Day of Sale.

### 6.2 The Purchaser acknowledges:

- (a) That the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with, or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies;
- (b) That even though the Property is sold Subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is

terminated prior to settlement.

- 6.3 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.
- 6.4 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.
- 6.5 On or before the Settlement Date the Vendor will deliver to the Purchaser:
- (a) The Tenancy Documents (which may either be originals or copies).
  - (b) Notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.
- 6.6 Before the Settlement Date:
- (a) The Vendor may do anything as it sees fit (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) terminate Tenancies in order to obtain moneys owed by the Tenants.
  - (b) The Vendor may do all things reasonably for the proper management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.
- 6.7 On the Settlement Date:
- (a) An adjustment must be made in relation to all non-recoverables. The Vendor is responsible for non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant non-recoverables apportionable to the period after the Settlement Date.
  - (b) Recoverables are to be dealt with as follows:
    - (i) On the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
    - (ii) On the Settlement Date, the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
  - (c) Outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
  - (d) The Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees paid in relation to the Tenancies for the period after the Settlement Date.
  - (e) The Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

## 7. Loan

- 7.1 Should the Purchaser seek to withdraw from the Contract of Sale pursuant to a finance clause (in accordance with General Condition 20) the Purchaser will be required to provide a formal letter from their Bank (on prescribed letterhead and being signed by an authorized person employed by said Bank) confirming they were unable to obtain a loan in the amount prescribed in this Contract of Sale. The formal letter must be received by the Vendor's Solicitor no later than 4.30p.m. on the last business day of the finance clause. Failure to provide same will result in the Contract becoming unconditional and the Purchaser is required to complete the Contract and tender all monies due under the Contract at settlement date.

## 8. FIRB Approval

The Purchaser warrants to the Vendor that the Purchaser either does not require any approval under *Foreign Acquisitions and Takeovers Act 1975* (as amended) to purchase the property and to enter into this Contract or (if the Purchaser does so require any such approval) the Purchaser has obtained such approval.

The Purchaser agrees to indemnify and keep indemnified the Vendor against any loss (including consequential loss) the Vendor may suffer by reason of the Vendor relied upon this warranty when accepting the offer or tender of the Purchaser in respect to the Property.

## 9. Statement of Adjustments

- (a) The Purchaser shall pay, adjust, or discharge all rates and taxes and other outgoings with respect to the Property from the day of Settlement. The Purchaser will provide to the Vendor's solicitor, copies of certificates obtained on which their Statement of Adjustments are based on when they submit their Statement of Adjustments to the Vendor's solicitor, no later than 7 business days prior to Settlement date. The Vendor is not obliged to provide the cheque details until copies of all the certificates are provided. The Purchaser acknowledges that failure to provide copies of the certificates on which their adjustments are based and failure to provide Statement of Adjustments no later than 7 days prior to the settlement date will render them in default under the contract and all rates, outgoings and any arrears if any will be adjusted as paid in full.
- (b) Should the Purchaser fail to obtain and provide certificates then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such an instance, they forfeit any right/ability to adjust after settlement or at settlement.
- (c) Any reference to adjustable taxes in this special condition does not include land tax or existing windfall gains tax in accordance with the *Sale of Land Act 1962* (VIC) s10G & s10H.

## 10. GST Withholding Notification

Pursuant to section 14-255 of schedule 1 of the Taxation Administration Act 1953, the Purchaser(s) should take notice that they **are not required to withhold** or direct any funds to the Commissioner of Taxation at settlement under this Contract of Sale unless the Particulars of Sale show the words "PLUS GST" under the GST particulars in the Particulars of Sale.

## 11. Swimming Pool/Spa

Should the property include a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have the fencing or safety measures that comply with Building Regulations 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this contract should the swimming pool / spa not comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

## 12. Smoke Alarms

Should the property include a dwelling or sole occupancy unit which is or forms part of a building to which Building Regulations 2018 applies that requires installation of a self-contained smoke alarm complying with AS3786-1993, the Purchaser shall comply with the said Regulation, and pay the costs of such compliance, with the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

## 13. Settlement Date (Christmas and New Year Period)

- (a) If settlement has not taken place **on or before 20 December in the calendar year** in which settlement is agreed to occur, then both parties agree that settlement will take **place on 20 January of the following calendar year**. If the 20 January of the following calendar year falls on a weekend, the parties agree that the Settlement will take place on the next business day.
- (b) Neither party may issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set and 20 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from or in connection with the failure to complete settlement under this special condition.
- (c) This special condition takes precedence over the Particulars of Sale notwithstanding the order of priority provided for in this Contract of Sale

## 14. Condition of Property

- (a) The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear inclusive.
- (b) No failure of any buildings or improvements to comply with any planning or building legislation regulation or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- (c) The purchaser acknowledges that the property may have been subject to land fill and shall not make any claims or demands whatsoever on the vendor in regard thereto or arising there from.
- (d) The purchaser:

- i. Accepts the property with all existing and future planning, environmental and building controls and approvals and in its present condition with all defects and non-compliance with any of those controls or approvals; and
- ii. Acknowledges that the decision to purchase was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that these matters do not affect the Vendor's title to the property.

**Additional Special Conditions**

(Insert Additional Special Conditions Below)

INFORMATION ONLY

# General Conditions

## Contract Signing

### 1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used LAW and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

## 8. SERVICES

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

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

## 9. CONSENTS

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



## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.

## 15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

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

## **19. GST**

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

## **20. LOAN**

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

## **21. BUILDING REPORT**

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

## **22. PEST REPORT**

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

## **23. ADJUSTMENTS**

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

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

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

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

#### **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

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



for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

## 25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255

of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

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

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

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 lodgement network.

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

# Transactional

## 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act*

1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32. BREACH**

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

## Guarantee and Indemnity

I/We		of	
and		of	
being the <b>Sole Director / Directors of</b>		ACN	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This  Day of  20

### SIGNED SEALED AND DELIVERED by the said:

Name

In the presence of

Director(Sign)

Witness

### SIGNED SEALED AND DELIVERED by the said

Name

In the presence of

Director(Sign)

Witness

## ***Sale of Land Regulations 2005 (VIC)*** **Regulations 5, 6 and 7 & Sch 1**

### **General Rules for the Conduct of Public Auctions of Land**

**Rule 1** - The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

**Rule 2** - The auctioneer may refuse any bid.

**Rule 3** - The auctioneer may determine the amount by which the bidding is to be advanced.

**Rule 4** - The auctioneer may withdraw the property from sale at any time.

**Rule 5** - The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

**Rule 6** - 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.

**Rule 7** - The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

**Rule 8** - If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**VENDOR STATEMENT  
(SECTION 32)**

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**Unit 16, 309 McDonalds Road, EPPING VIC 3076**

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**BOYLE, TELFER & KOOBLAL**

---

7 Kororoit Creek Road, WILLIAMSTOWN VIC 3016  
ethan@kooblalslawyers.com.au | (03) 9397 1900  
File Reference: EP:225201

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## **VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 (“the Act”)**

**Vendor:** Beea Pty Ltd ATF Beea Family Trust

**Property:** Unit 16, 309 McDonalds Road, EPPING VIC 3076

### **IMPORTANT NOTICE TO PURCHASERS**

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

### **WARNING TO THE PURCHASER**

You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the property.

## 32A FINANCIAL MATTERS

32A(a) particulars of any mortgage (whether registered or unregistered) over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, including the particulars specified in Schedule 1.

**Refer to certificates attached herein.**

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.

32A(b) The amount owing under any other registered or unregistered statutory charges that secures an amount due under any other legislation is:

**Nil to the Vendors knowledge.**

32A(c) Information regarding the amount of rates, taxes, charges, or similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation charges and interest) are as follows:

**Refer to certificates attached herein.**

32A(ca)(i) This Land **is not** tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

32A(ca)(ii) The AVPCC tertiary code for this Property is: 120.2 (within the meaning of the Commercial and Industrial Property Tax Reform Act). Further details are presented in the State Revenue Office Property Clearance Certificate ("Land Tax Certificate").

## 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**

- (b) Where there is a residence on the land which was constructed within the past six years (where s137B of the Building Act applies), particulars of the required insurance are as follows:

**Not Applicable.**

## 32C LAND USE

### (a) RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (whether registered or unregistered):

As set out in the attached copies of title documents.

Particulars of any existing failure to comply with their terms are as follows:

As far as the Vendor is aware, there are none. 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**

The property is not in a bushfire-prone area within the meaning of regulations made under the Building Act 1993 (Vic).

**(c) ROAD ACCESS**

There is access to the property by road.

**(d) PLANNING**

See Attached Reports.

**32D NOTICES**

- (a)** Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal affecting the land of which the Vendor might reasonably be expected to have knowledge:

None to the Vendor's knowledge. The Vendor has no means of knowing of all of the decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

- (b)** The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- (c)** Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are: Not Applicable

**32E BUILDING PERMITS**

Particulars of any building permit under the Building Act 1993 in the preceding seven (7) years in relation to a building on the land (required only where the Property includes a residence)

**No such approvals have been granted.**

**32F OWNERS CORPORATION**

- (a)** The Land is affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**Attached is a current Owners Corporation certificate with its required accompanying documents and statements, issued in accordance with the *Owners Corporations Act 2006 (VIC) s151*.**

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTIONS (GAIC)**

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); or
- Land in respect of which a GAIC is imposed.

## 32H SERVICES

<b>Electricity supply</b>	<b>Connected</b>
<b>Gas supply</b>	<b>Connected</b>
<b>Water</b>	<b>Connected</b>
<b>Sewerage</b>	<b>Connected</b>
<b>Telephone services</b>	<b>Connected</b>

### Notice to Purchaser Regarding Services

In accordance with General Condition 8 of the Contract of Sale for Land, the Purchaser acknowledges that any service referred to in the Vendor's Statement was operating on the day of sale if the service was listed as connected. The Purchaser should be aware that the Vendor may terminate their account with the service provider prior to settlement, and the purchaser will have to have the service reconnected. The Purchaser agrees that it shall be responsible for the payment of any statutory or utility fees in connecting to the property all such services. The Purchaser shall make no objection or requisition nor claim any compensation nor rescind or determine this contract nor delay or postpone payment of the balance because of any or all the services being not connected to the property on the date payment of the balance of the price is due.

## 32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of Register Search Statement/s for Certificate of Title Volume 11031 Folio 503 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.
- (b) In any other case, a copy of –
  - (i) the last conveyance in the Chain of Title to the Land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision –
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* –
  - (i) if the land is the second or a subsequent stage, a copy of the plan of the first stage; and land is included that have not been complied with; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the stages subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed –

(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or

(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

## **DISCLOSURE OF ENERGY INFORMATION**

*(Disclosure of this information is not required under the Act, but is merely included for convenience)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area similar based activities including any support facilities; and

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

**Not Applicable**

## **DUE DILIGENCE CHECKLIST**

The Act provides that the Vendor or the Vendor's Licensed Estate Agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where the land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with or attached hereto but has been attached as a matter of convenience.

## ATTACHMENTS

**Register Search Statement:** VOL: 11031 FOL: 503

**Copy of Plan of Subdivision:** PS528369F

**Owners Corporation Basic Report:** PS528369F

**Instrument Dealing (Agreement):** AE390035T

**Planning Property Report**

**Detailed Planning Report**

**State Revenue Office Land Tax Certificate**

**Whittlesea City Council Information Certificate**

**Yarra Valley Information Certificate**

**Body Corporate Strata Owners Corporation Certificate**

**VicRoads Proposals Certificate**

**ATO Clearance Certificates TO BE PROVIDED**

**GST Withholding Notice**

**Due Diligence**

## VENDOR STATEMENT SIGNING PAGE

**VENDOR NAME:**

**Beea Pty Ltd ATF Beea Family Trust**

**SIGNATURE/S OF VENDOR/S:**



Jarrod Jarrod Roberts [Jun 16, 2025 09:05 GMT+10]

**DATE OF THIS STATEMENT:**

16/06/25

### **VENDOR'S ACKNOWLEDGEMENTS**

I confirm that this Statement has been completed solely in accordance with my instructions and from the information and documents provided or approved by me. I undertake that I have exercised all possible diligence and provided full and honest disclosure for all relevant information of which I am aware or might reasonably be expected to be aware of.

**PURCHASER/S NAME:**

\_\_\_\_\_

**SIGNATURE/S OF PURCHASER/S:**

\_\_\_\_\_

**DATE OF THIS STATEMENT:**

\_\_\_\_\_

### **PURCHASER'S ACKNOWLEDGEMENTS**

The purchaser hereby acknowledges being given this Statement signed by the Vendor with all the attached disclosure documents and a due diligence checklist before the purchaser signed the Contract of Sale for Land.

# Vendor Statement Signing Request

Final Audit Report

2025-06-15

Created:	2025-06-15
By:	Ethan Pierce (ethan@kooblslawyers.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvTJ8Om3eHzJAJFnJQfL44d0ejbAKkLeA

## "Vendor Statement Signing Request" History

-  Document created by Ethan Pierce (ethan@kooblslawyers.com.au)  
2025-06-15 - 11:03:51 PM GMT
-  Document emailed to Leslie Jarred Roberts (wesjroberts@hotmail.com) for signature  
2025-06-15 - 11:03:56 PM GMT
-  Email viewed by Leslie Jarred Roberts (wesjroberts@hotmail.com)  
2025-06-15 - 11:04:28 PM GMT
-  Document e-signed by Leslie Jarred Roberts (wesjroberts@hotmail.com)  
Signature Date: 2025-06-15 - 11:05:11 PM GMT - Time Source: server
-  Agreement completed.  
2025-06-15 - 11:05:11 PM GMT



Register Search Statement - Volume 11031 Folio 503

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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 11031 FOLIO 503

Security no : 124125124082R  
Produced 06/06/2025 09:36 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 528369F.  
PARENT TITLE Volume 11027 Folio 616  
Created by instrument AF378280Q 03/10/2007

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BEEA PTY LTD of 7 ST JAMES COURT WATSONIA VIC 3087  
AF687077N 29/02/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE390035T 01/06/2006

DIAGRAM LOCATION

SEE PS528369F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 16 309 MCDONALDS ROAD EPPING VIC 3076

OWNERS CORPORATIONS

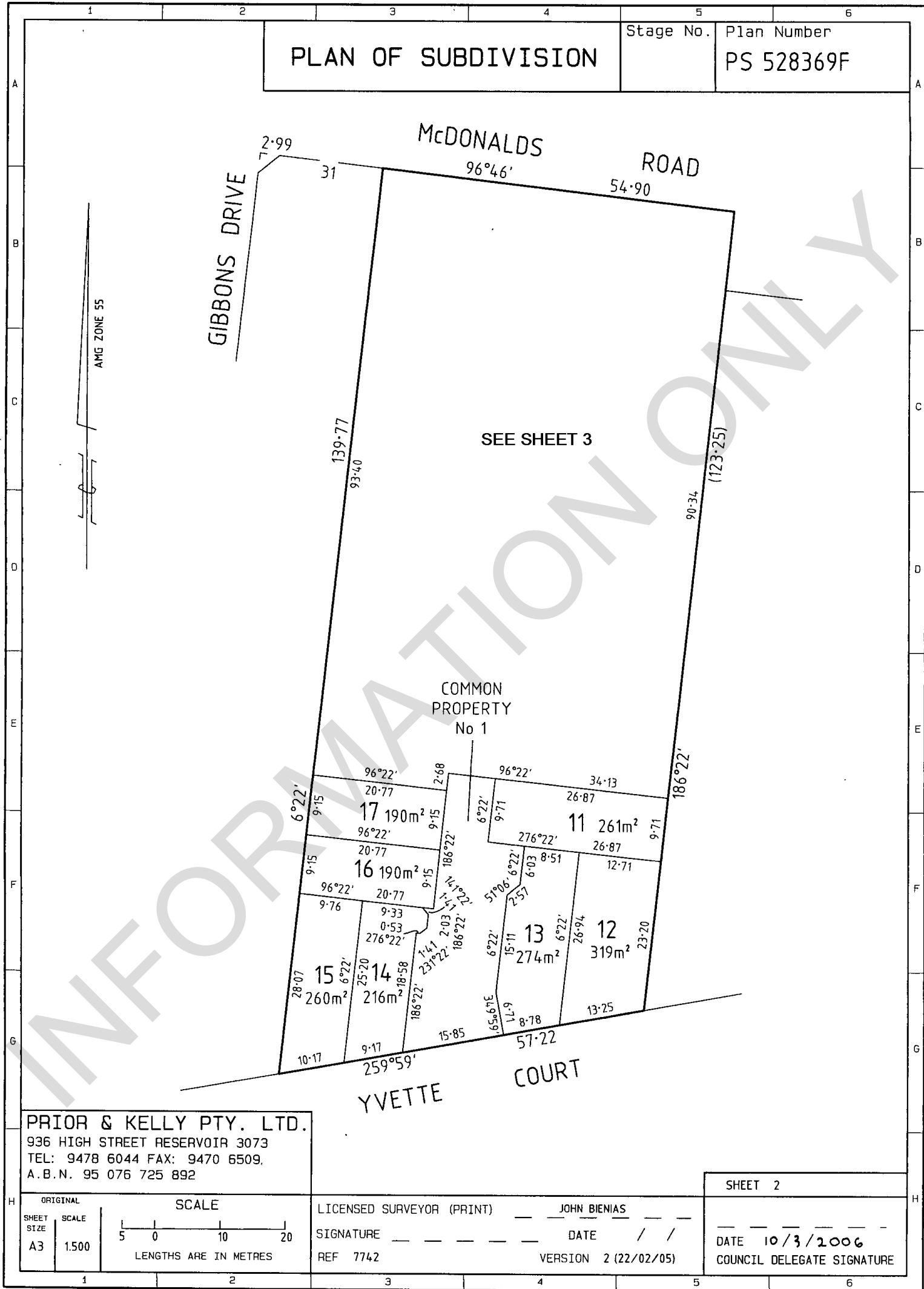
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS528369F

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 06/06/2025, for Order Number 88098728. Your reference: 225201.

INFORMATION ONLY

PLAN OF SUBDIVISION		Stage No. 1	LV use only EDITION 3	PS 528369F
<b>Location of Land</b> County: BOURKE Parish: MORANG Crown Section: 7 (PART) Crown Portion:  LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 09947 FOL 558  Last Plan Reference: CP172579C Postal Address: 309 McDONALDS ROAD EPPING 3076  AMG Co-ordinates: E 328 450 (Of approx. centre of plan) N 5 831 200 Zone 55		<b>Council Certification and Endorsement</b> Council Name: CITY OF WHITTLESEA Ref: 605819 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6 / /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made <del>(ii) The requirement has been satisfied</del> <del>(iii) The requirement is to be satisfied in stage</del> Council Delegate <u>Council seal</u> Date 10/3/2006 <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> Council Delegate <u>Council seal</u> Date / /		
<b>Vesting of Roads or Reserves</b>				
Identifier	Council/Body/Person			
R1	CITY OF WHITTLESEA	<b>Notations</b>		
THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 11-17 AND LOT S2  LOTS 1 TO 10 HAVE BEEN OMITTED FROM THIS PLAN          <b>Survey:</b> - This plan is based on survey To be completed where applicable. This survey has been connected to permanent marks no(s) . In proclaimed Survey Area no.		<b>Staging</b> This is a staged subdivision Planning Permit No.		
		<b>Depth Limitation:</b> DOES NOT APPLY		
<b>Easement Information</b>		LV use only		
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		Statement of Compliance / Exemption Statement		
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN		Received <input checked="" type="checkbox"/>		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
Date 1 / 06 / 2006				
<b>THIS IS AN LR COMPILED PLAN</b>				
FOR DETAILS SEE MODIFICATION TABLE HEREIN				
4 SHEETS				
PRIOR & KELLY PTY. LTD. 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076725 892		LICENSED SURVEYOR (PRINT) <u>JOHN BIENIAS</u> SIGNATURE _____ DATE / / REF 7742 VERSION 2 (22/02/05)		
			DATE 10/3/2006 COUNCIL DELEGATE SIGNATURE Original sheet size A3	



**PRIOR & KELLY PTY. LTD.**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509,  
 A.B.N. 95 076 725 892

ORIGINAL	SCALE
SHEET SIZE	SCALE
A3	1:500

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) JOHN BIENIAS

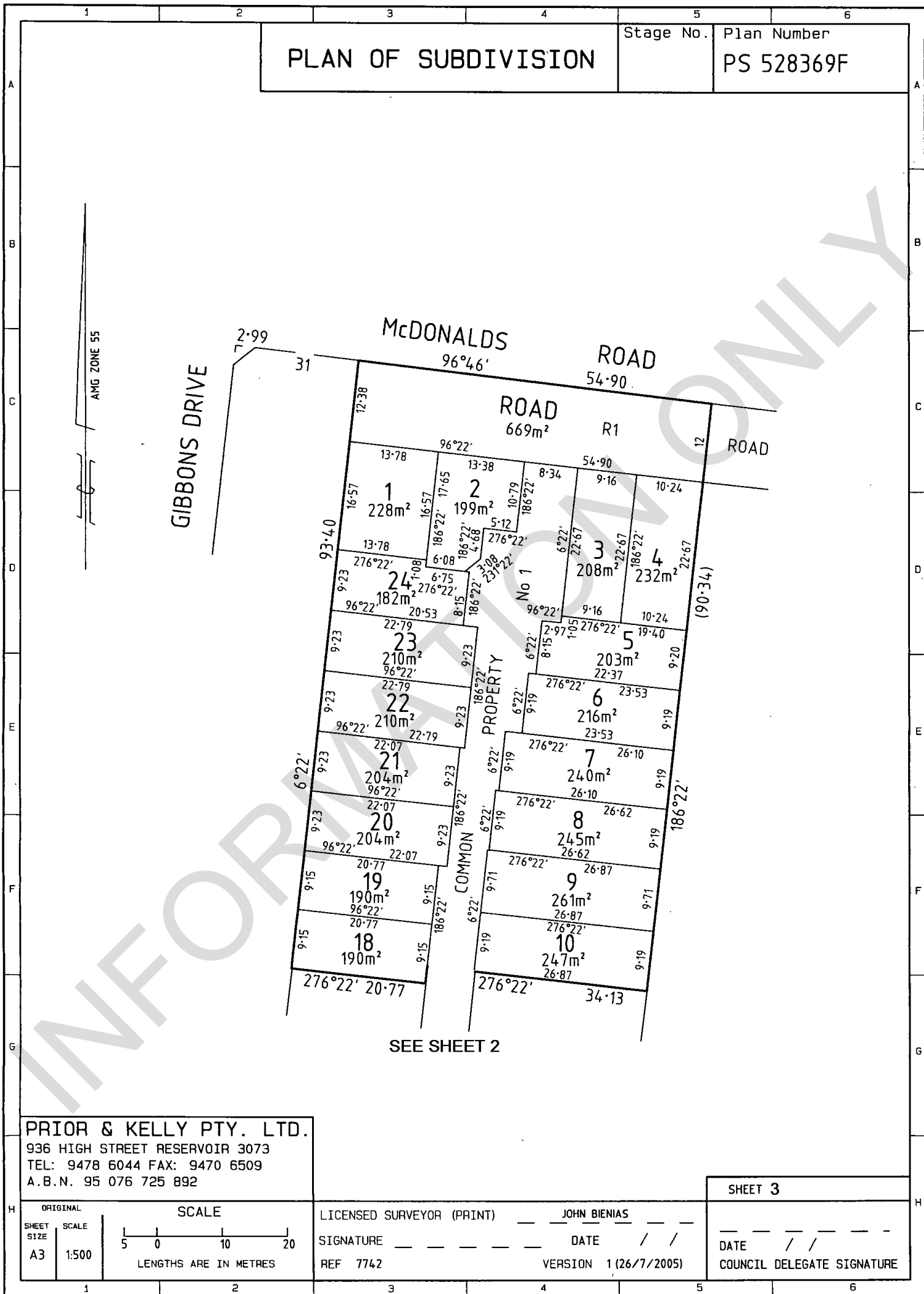
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

REF 7742 VERSION 2 (22/02/05)

SHEET 2

DATE 10/3/2006

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



PS528369F

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

INFORMATION ONLY

## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

**PS528369F**

**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.**

[illegible]



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 06/06/2025 09:37:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS528369F**

The land in PS528369F is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 24.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

51 WYONG STREET KEILOR EAST VIC 3033

AJ879638T 28/08/2012

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 06/06/2025 09:37:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS528369F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
<b>Total</b>	<b>2400.00</b>	<b>2400.00</b>

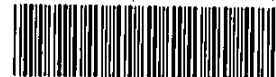
From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



**AE390035T**

01/06/2006 \$92.30 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

**PLANNING AND ENVIRONMENT ACT 1987**

Lodged by:

Name: Juliano Furletti & Scott  
Phone: 9347 4742  
Address: P O Box 585 Carlton 3053  
Ref: VJJ/AB Customer Code : 600X

*1 x Agreement*

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

Land: Certificate of Title Volume 9947 Folio 558

Authority: CITY OF WHITTLESEA of Civic Centre, Ferres  
Boulevard, South Morang, 3752

Section and Act under  
Which Agreement made: Section 173 Agreement under the **Planning and  
Environment Act 1987**

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer

GRAEME BRENNAN  
(full name)

Date:

*31<sup>st</sup> MAY*, 2006

THIS DEED OF AGREEMENT is made the 16 day of May 2006  
BETWEEN:

CITY OF WHITTLESEA of Civic Centre, Ferres Boulevard, South Morang, 3752  
("the Council") of the one part

AND

SANDA HOMES PTY. LTD. (ACN 005 783 077)  
of 16 Findon Road, Epping, 3076 ("the Owner") of the other part

WHEREAS:

- A. The Council is and at all material times has been a responsible authority with respect to the administration and enforcement of the Whittlesea Planning Scheme.
- B. The owner is the registered proprietor of an estate in fee simple in the land known as 309-311 McDonalds Road, Epping being the whole of the land more particularly described in Certificate of Title Volume 9947 Folio 558.
- C. Planning Permit No.707846 was issued by the Council on the 13th of October 2003 subject to the terms and conditions of the said Permit.
- D. A condition of the issue of the Planning Permit was that the owner would enter into a Section 173 Agreement under the Planning and Environment Act 1987 with the Council providing for the following matters:
  - (a) Preparation of a management plan in a form satisfactory to the Responsible Authority detailing how the management of refuse and recycling material will be carried on within the site.
- E. This Agreement is made pursuant to the provisions of Division 2 of Part 9 of the Act and any other powers the parties enabling.
- F. The Parties agree and acknowledge that the provisions of this agreement are intended to achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme and any matters incidental thereto.

IT IS AGREED and the parties bind themselves to the following covenants:

#### 1. DEFINED TERMS

In this Agreement unless the contrary intention appears:

- 1.1 "Act" means the Planning and Environment Act 1987.
- 1.2 "Land" means the land described in recital "B".
- 1.3 "Owner" means the person entitled from time to time to be registered

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by the Registrar of Titles as proprietor of an estate in fee simple in the land or any part of it.

- 1.4 Words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter.
- 1.5 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 1.6 A reference to any act of Parliament or section thereof or schedule thereto shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefore" were added to the reference.
- 1.7 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## 2. HEADINGS AND TABLE OF CONTENTS.

The headings to this Agreement are inserted for ease of reference only and do not affect the interpretation of this Agreement.

## 3. COMMENCEMENT OF AGREEMENT

This Agreement shall be deemed to come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

## 4. OWNER'S COVENANTS

### 4.1 The Owner agrees:

- 4.1.1 The collection of refuse and recycling will be managed by providing each unit with both a 240 litre general waste cart and a 240 litre recycling cart.
- 4.1.2 The collection frequency will be as follows:  
General waste – weekly on a day of the week to be fixed from time to time.  
  
Recycling – fortnightly on a day of the week to be fixed from time to time.
- 4.1.3 Control of emission of odour and storage of such refuse and recycling will be treated by having tight fitting lids in accordance with health regulations.

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- 4.1.4 Bins will be stored in an allocated area away from windows under the supervision of the Body Corporate. Each bin will be stored within the rear private open space of each dwelling.

## 5. WAIVER

- 5.1 Any waiver of any provision; or
- 5.2 A waiver by any party of a breach of another party of any covenant obligation or provision in this Agreement contained or implied; shall not operate as a waiver of another or continuing breach of the same or of any other covenant obligation or provision in this Agreement contained or implied.

## 6. SUCCESSORS IN TITLE

- 6.1 Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:
- 6.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 6.1.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

## 7. MORATORIUM

- 7.1 To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly
- 7.1.1 to lessen or otherwise modify or vary or affect in favour of any party the obligations of that party; or
- 7.1.2 to stay, postpone or otherwise prevent or prejudicially affect-

the exercise by a party of all or any of the rights, powers and remedies

**AE390035T**

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conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

## 8. COUNTERPARTS

- 8.1 This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.
- 8.2 Each party shall execute and complete all deeds and documents and do all things as may be required to perfect the transactions intended to be effected under or pursuant to this Agreement.

## 9. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

## 10. READING DOWN

- 10.1 If any provision of this Agreement is void, voidable or unenforceable the Agreement or the provision shall be read down to the extent required to give the provision legal effect.
- 10.2 If this Agreement is otherwise rendered void, voidable or unenforceable by reason of the inclusion of any severable provision of the Agreement the provision shall be struck out or read down to the extent required to give this Agreement legal effect.

## 11. NOTICES

- 11.1 Any notice, consent, offer, demand, request or other instrument required or authorised to be given or served upon a party pursuant to this Agreement shall be in the English language and in writing and may be given by telex, telegram, facsimile, post or hand to that part addressed as follows:

To the Council:

To: The Chief Executive Officer

At: Civic Centre, Ferres Boulevard, South Morang, 3752.

Attention: Manager - Planning Services

To the Owner:

To: Sanda Homes PTY. LTD.

At: 16 Findon Road, Epping, 3076.

Attention: A. Ozzimo

- 11.2 An instrument given or served in accordance with this clause is

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deemed to have been received

- 11.2.1 in the case of an instrument given or served by telex, telegram or facsimile on the day following the despatch;
- 11.2.2 in the case of an instrument given or served by post to an address in the same state in which it is posted, on the second day following the day of posting;
- 11.2.3 in the case of an instrument given or served by hand, at the time of delivery.

## 12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties and there is no other understanding, agreement, warranty or representation, whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the Parties hereto with respect to the matters to which this Agreement relates.

## 13. PLANNING AND ENVIRONMENT ACT

- 13.1 This Agreement is made pursuant to Section 173 of the Act and the Parties acknowledge and agree that the obligations imposed on the Owner hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, the Owner's successors, assigns and transferees, the registered proprietor or proprietors for the time being of the Land and every part thereof. The Owner agrees to do all acts, matters and things reasonably required to enable the Council pursuant to section 181 of the Act to enter any memorandum of this Agreement on the Certificate of Title to the Land.

## 14. COSTS

- 14.1 The Owner shall not be liable to pay any of the Council's costs and expenses (including legal expenses) of and incidental to:
  - 14.1.1 this Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner;
  - 14.1.2 the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement or the registration

**AE390035T**

01/06/2006 \$92.30 173



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01/06/2006 \$92.30

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of this Agreement at the Land Titles Office or in connection with any default of the Owner.

# 15. MISCELLANEOUS

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

IN WITNESS WHEREOF the Parties have set their hands and seals the day and year first written.

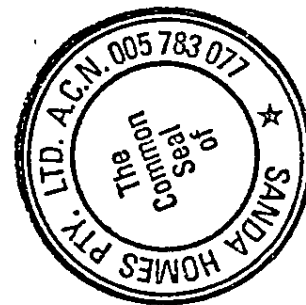
THE COMMON SEAL of the CITY OF )  
WHITTLESEA was affixed hereto )  
in accordance with the resolution )  
of the Council made on 13 October )  
2003. )

~~CHAIRPERSON~~

CHIEF EXECUTIVE OFFICER

*[Signature]*

THE COMMON SEAL SANDA HOMES PTY. )  
LTD. (ACN 005 783 077) of was hereunto )  
affixed in accordance with its Articles of )  
Association in the presence of: )



*[Signature]* ..... Director

*[Signature]* ..... Secretary

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 As Mortgagee Pursuant To Mortgage Number AC074863K HEREBY consents to the WITHIN ARRANGEMENT

DATED THIS 29 DAY OF May 2006

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA BANK LIMITED BY ITS ATTORNEY UNDER POWER OF ATTORNEY DATED 28/2/91 (A CERTIFIED COPY OF WHICH IS FILED IN PERMANENT ORDER BOOK 277 AT PAGE 3) WHO STATES THAT HE/SHE HOLDS THE OFFICE IN THE BANK INDICATED UNDER HIS/HER SIGNATURE IN THE PRESENCE OF:

*[Signature]*

) MANAGER  
) NATIONAL AUSTRALIA BANK LIMITED  
) 200 Q  
)

SIGNATURE OF WITNESS *[Signature]*

NAME OF WITNESS IAN FRANKIS



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 June 2025 05:07 PM

## PROPERTY DETAILS

Address: **16/309 MCDONALDS ROAD EPPING 3076**  
Lot and Plan Number: **Lot 5 PS528369**  
Standard Parcel Identifier (SPI): **5\PS528369**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **637991**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 K11**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## OTHER

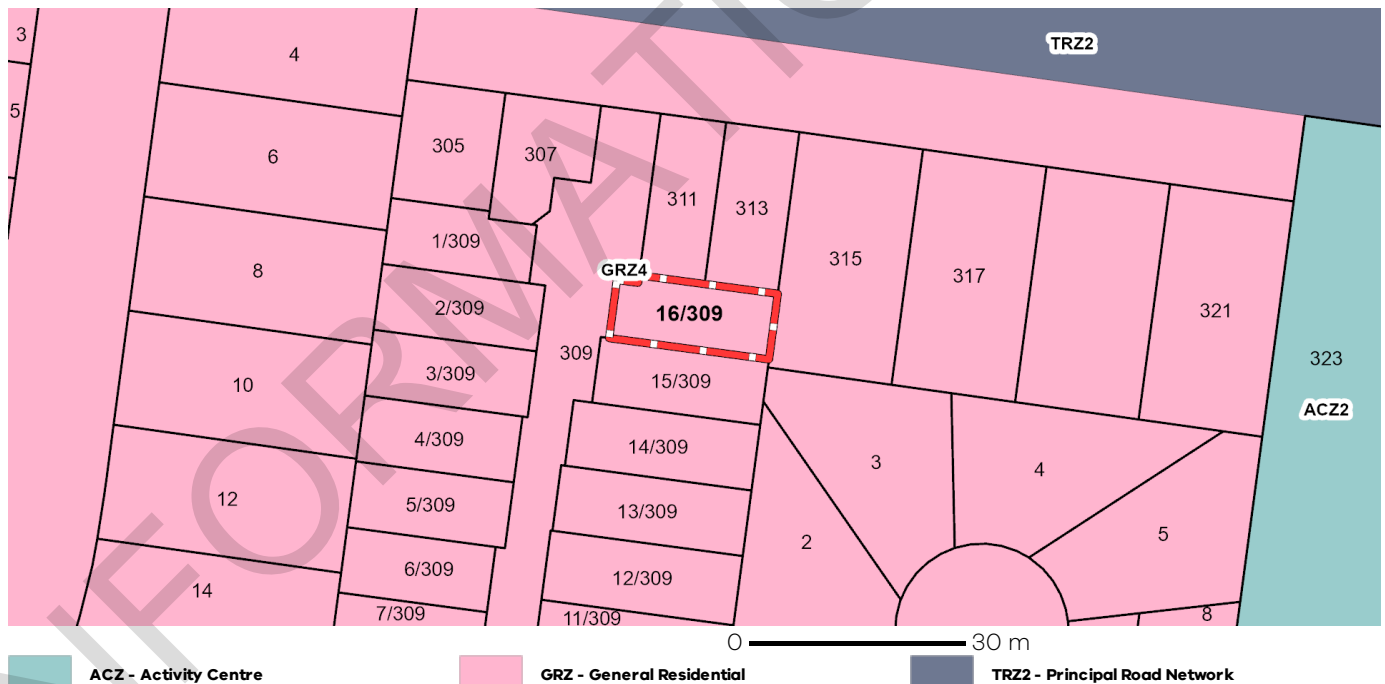
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)

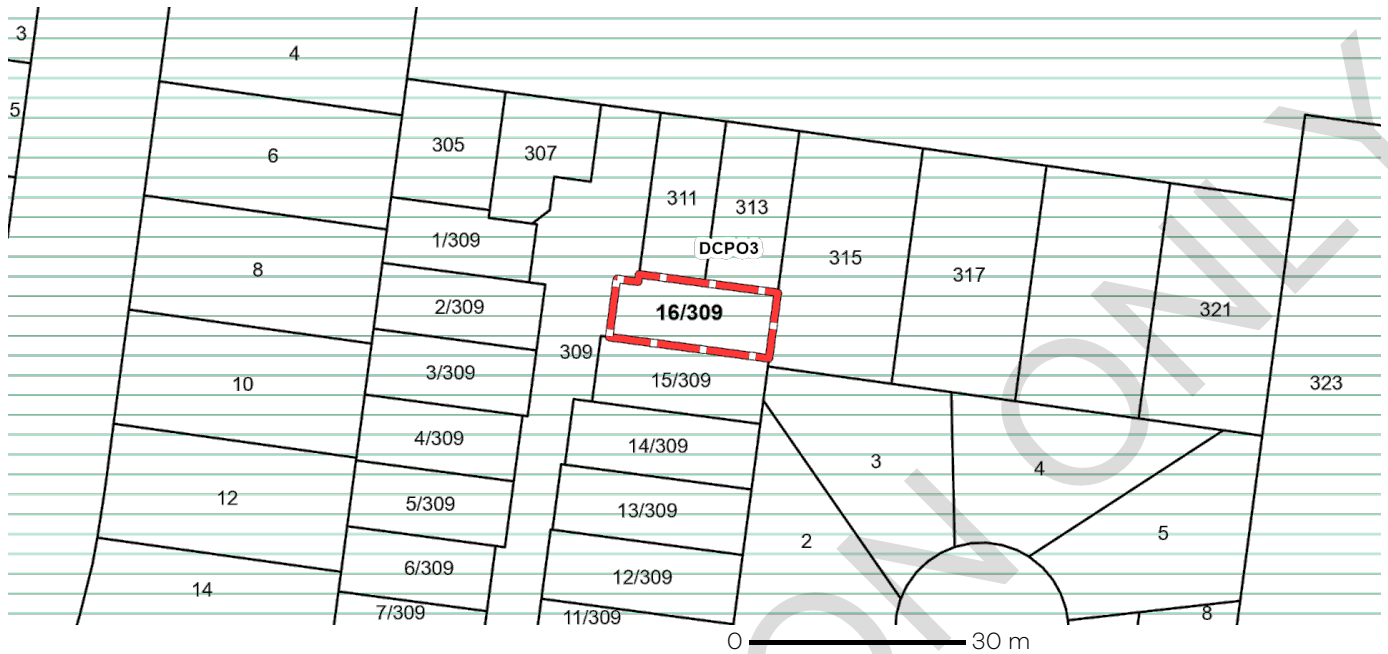


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



**DCPO - Development Contributions Plan Overlay**

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

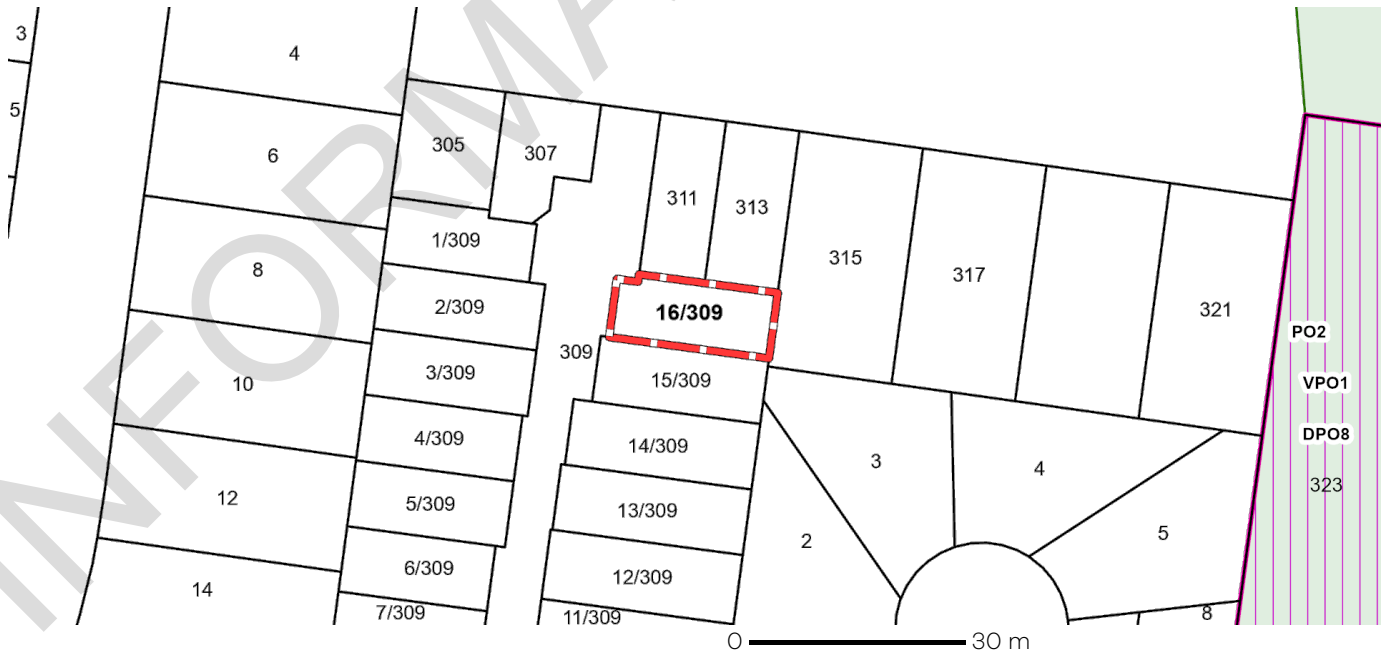
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[PARKING OVERLAY \(PO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



**DPO - Development Plan Overlay**

**PO - Parking Overlay**

**VPO - Vegetation Protection Overlay**

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

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

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

## Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

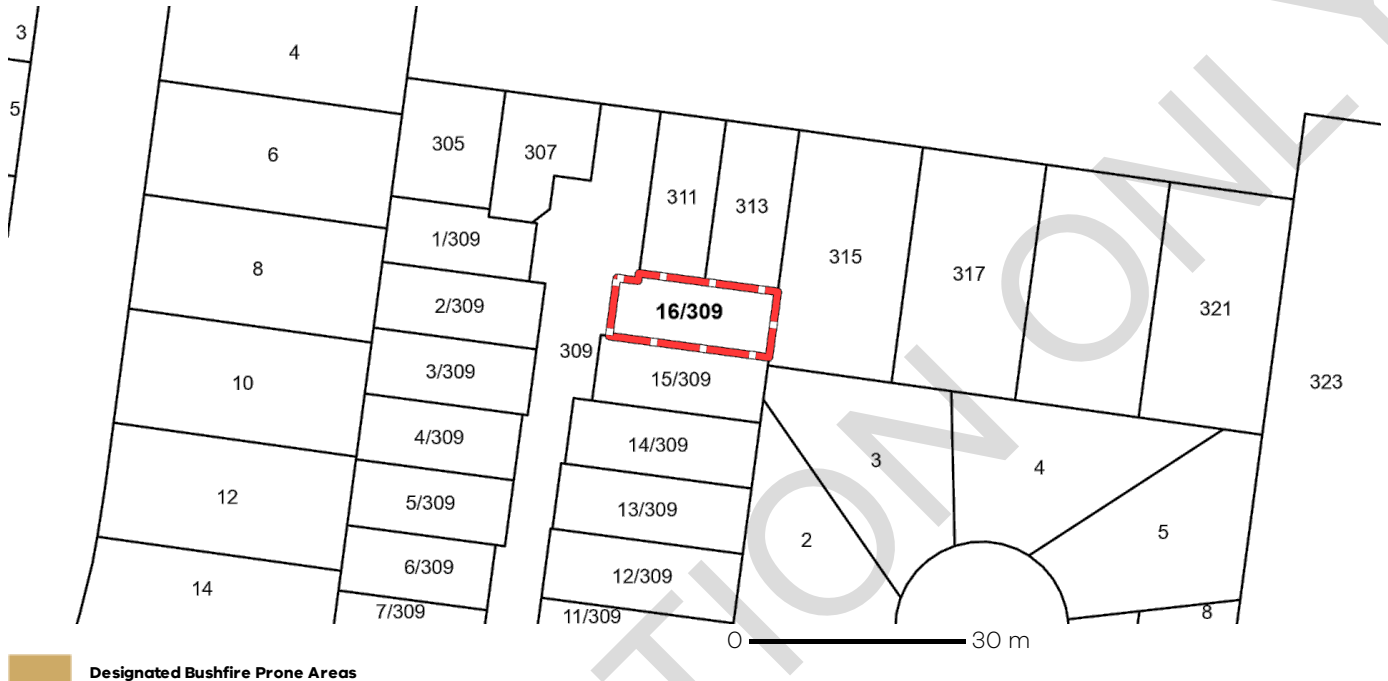
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 13 June 2025 05:07 PM

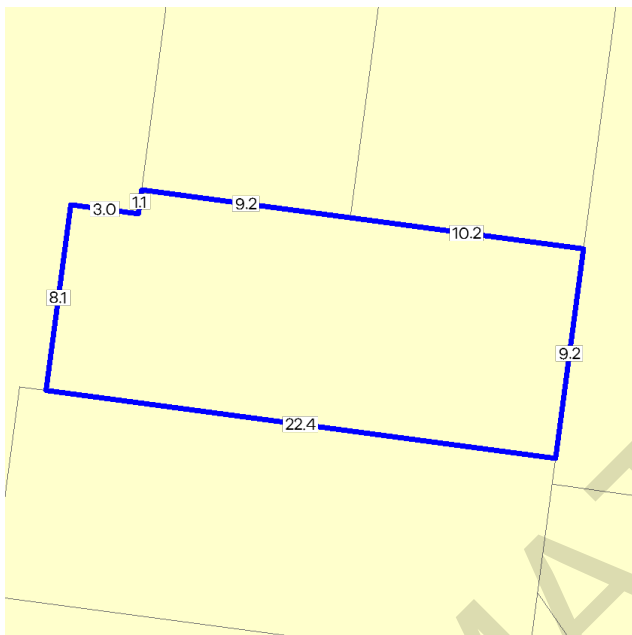
## PROPERTY DETAILS

Address: **16/309 MCDONALDS ROAD EPPING 3076**  
Lot and Plan Number: **Lot 5 PS528369**  
Standard Parcel Identifier (SPI): **5\PS528369**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **637991**  
Directory Reference: **Melway 182 K11**

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

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 203 sq. m

**Perimeter:** 63 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

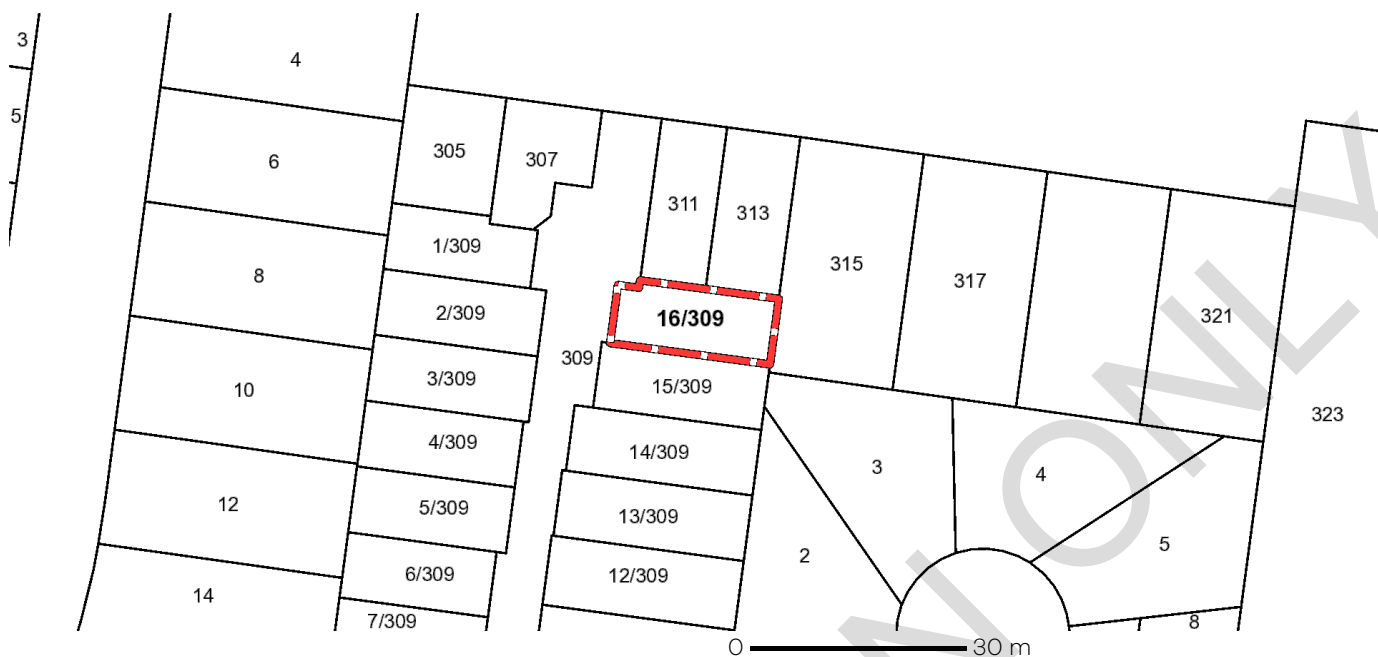
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



Selected Property

Property Clearance Certificate

Land Tax



BOYLE TELFER & KOOBLAL VIA DYE & DURHAM  
PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	88098728:129438323
Certificate No:	91418175
Issue Date:	06 JUN 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 16, 309 MCDONALDS ROAD EPPING VIC 3076
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
35034793	5	528369	11031	503	\$1,338.00

Vendor: BEEA PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
BEEA FAMILY TRUST	2025	\$100,000	\$1,338.00	\$0.00	\$1,338.00


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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$480,000
SITE VALUE (SV):	\$100,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,338.00



# Notes to Certificate - Land Tax

**Certificate No:** 91418175

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$100,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 91418175

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91418175

### Visa or Mastercard

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

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



# Property Clearance Certificate

## Commercial and Industrial Property Tax



BOYLE TELFER & KOOBLAL VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

**Your Reference:** 88098728:129438323

**Certificate No:** 91418175

**Issue Date:** 06 JUN 2025

**Enquires:** ESYSPROD

**Land Address:** UNIT 16, 309 MCDONALDS ROAD EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
35034793	5	528369	11031	503	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$480,000

**SITE VALUE:** \$100,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91418175

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



BOYLE TELFER & KOOBLAL VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	88098728:129438323
Certificate No:	91418175
Issue Date:	06 JUN 2025

Land Address:	UNIT 16, 309 MCDONALDS ROAD EPPING VIC 3076		
Lot	Plan	Volume	Folio
5	528369	11031	503

Vendor: BEEA PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

Paul Broderick  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 91418175

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p> Biller Code: 416073 Ref: 91418178</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p> Ref: 91418178</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**Date of issue**  
12/06/2025

**Assessment No.**  
637991

**Certificate No.**  
172949

**Your reference**  
88098728:129438322

Dye & Durham Australia Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

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

**Property location:** 16/309 McDonalds Road EPPING 3076

**Description:** LOT: 5 PS: 528369F

**AVPCC:** 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$480,000	\$100,000	\$24,000

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

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

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,124.06
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$41.76
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 12/06/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,517.72

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

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

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

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

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

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **637991**



Phone 1300 301 185  
Ref **637991**



Biller Code **5157**  
Ref **637991**

6th June 2025

Boyle Telfer & Kooblal via Dye & Durham Property P  
DYEDURHAM

Dear Boyle Telfer &amp; Kooblal via Dye &amp; Durham Property P,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	16/309 MCDONALDS ROAD EPPING 3076
<b>Applicant</b>	Boyle Telfer & Kooblal via Dye & Durham Property P DYEDURHAM
<b>Information Statement</b>	30946304
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	225201

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

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

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



**Yarra Valley Water Property Information Statement**

Property Address	16/309 MCDONALDS ROAD EPPING 3076
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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.

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

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



**Melbourne Water Property Information Statement**

Property Address	16/309 MCDONALDS ROAD EPPING 3076
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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.



Boyle Telfer & Kooblal via Dye & Durham Property P  
DYEDURHAM  
[property.certificates@dyedurham.com](mailto:property.certificates@dyedurham.com)

## RATES CERTIFICATE

**Account No:** 6625330000  
**Rate Certificate No:** 30946304

**Date of Issue:** 06/06/2025  
**Your Ref:** 225201

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 16/309 MCDONALDS RD, EPPING VIC 3076	5\PS528369	1641028	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
<b>Balance Brought Forward</b>	\$0.00
<b>Total for This Property</b>	\$0.00



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, 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](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1641028

**Address:** UNIT 16/309 MCDONALDS RD, EPPING VIC 3076

**Water Information Statement Number:** 30946304

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 66253300003

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

Owners Corporation 528369F

309 McDonalds Road EPPING VIC 3076

# Owners Corporation Certificate

Date Of Issue: Wednesday, 11 June 2025

# Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018  
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 528369F

Lot Address:	309 McDonalds Road EPPING VIC 3076
Vendor Name:	BEEA Pty Ltd - Attn: Lesley Roberts
Reference:	
Certificate Prepared For:	Leslie Roberts
Contact e-Mail:	wesjroberts@hotmail.com
Contact Number:	0488553000

This certificate is issued for Lot 5 / Unit 16 on Plan No. 528369F

The postal address of which is c/- Body Corporate Strata Group - BCSG PO Box 7078 Hawthorn Vic 3122

**IMPORTANT:** The information in this certificate is issued on 11 June 2025. You should obtain a new certificate for current information prior to settlement.

- 1. Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- 2. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:**  

Please refer to the recent minutes of the Owners Corporation, as attached to this certificate and note the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing financial requirements of the Owners Corporation.

**3. The Owners Corporation has the following insurance cover:**

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP PROPERTY GROUP PTY. LTD.
Last Valuation Date:	10 October 2023
Amount At Last Valuation Date:	\$14,020,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006072272
Premium:	\$23,316.88
Policy Expiry Date:	01 November 2025

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

**Policy Type:** CHU Residential Strata Insurance Plan  
**Insured:** OC No. 528369F  
**Situation:** 309 MCDONALDS ROAD, EPPING VIC 3076  
**Policy Period:** 01.11.2024 to 01.11.2025 at 4:00pm  
**Covering:**

Policies Selected		Sum Insured
POLICY 1 -	INSURED PROPERTY	
	Building:	\$14,440,600
	Common Area Contents:	\$0
	Loss of Rent & Temporary Accommodation (total payable)	\$2,166,090
POLICY 2 -	LIABILITY TO OTHERS	\$20,000,000
	VOLUNTARY WORKERS	
POLICY 3 -	Death:	\$200,000
	Total Disablement:	\$2,000 per week
POLICY 4 -	FIDELITY GUARANTEE	\$250,000
POLICY 5 -	OFFICE BEARER'S LEGAL LIABILITY	\$1,000,000
POLICY 6 -	MACHINERY BREAKDOWN	Not Selected
POLICY 7 -	CATASTROPHE INSURANCE (Insured Property)	\$2,166,090
	Extended Cover – Loss of Rent & Temp Accommodation	\$324,913
	Escalation in Cost of Temporary Accommodation	\$108,304
	Cost of Removal, Storage and Evacuation	\$108,304
POLICY 8 -	Government Audit Costs and Legal Expenses	
	Government Audit Costs:	\$25,000
	Appeal expenses - common property health & safety breaches:	\$100,000
	Legal Defence Expenses	\$50,000
	Excess: Legal Defence Expenses \$1,000	
POLICY 9 -	LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000

**Flood Cover is included.**

#### EXCESSES

##### Policy 1 – Insured Property

Standard: \$2,000

Other excesses payable are shown in the Policy Wording.

#### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

#### Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

#### Underwriting Agency:

CHU Underwriting Agencies Pty Ltd  
Level 21/150 Lonsdale Street  
MELBOURNE VIC 3000  
ABN: 18 001 580 070 AFSL: 243 261



**Insurer:** QBE Insurance (Australia) Limited  
82 Pitt Street  
SYDNEY NSW 2000  
ABN: 78 003 191 035 AFSL: 239 545

**Proportion:** 100%

**Insurance Brokers Code of Practice & External Disputes Resolution Service**

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administrator of an independent and free external dispute resolution service for our clients. Please visit [www.stratainsurance.net](http://www.stratainsurance.net) or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

PO Box 7069, Hawthorn North VIC 3122

Tel: 03 9597 0357

Email: [contacts@stratainsurance.net](mailto:contacts@stratainsurance.net)

Web: [www.stratainsurance.net](http://www.stratainsurance.net)

**4. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:**

Not Applicable.

**5. The total funds held by the Owners Corporation as follow:**

Date of Issue:	11 June 2025
Admin Bank Balance:	\$24,361.74
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$24,361.74

**6. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:**

Not Applicable.

**7. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:**

Not Applicable.

**8. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:**

Not Applicable.

**9. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:**

Not Applicable.

**10. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:**

Not Applicable.

**11. The Owners Corporation has resolved to appoint a manager.**

**12. Appointment of an administrator:**

Not Applicable.

**13. Any other Information:**

Not Applicable.

**14. Appended documents following:**

- 14.1. Lot Financial Ledger
- 14.2. Minutes Of Most Recent Meeting
- 14.3. Model Rules
- 14.4. Statement of Advice and Information
- 14.5. Generic Certificate of Currency
- 14.6. Insurance Certificate

If you are buying or selling a property, please ensure upon settlement Notice of Acquisition and Disposition is provided to [feedback@bodycorporatestrata.com.au](mailto:feedback@bodycorporatestrata.com.au). to ensure owners details are updated accordingly.

Signed on behalf of the Owners Corporation 528369F by



Kitty Merrett  
Body Corporate Strata Group - BCSG  
03 7020 6300  
PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation  
Further information can be obtained by an inspection of the owners corporation register

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 10/06/2024 - 09/06/2026  
Owners Corporation Number: 528369F  
Lot Number: Lot 5 (Unit 16)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/08/2025	844880731407	Standard Levy From 01/08/2025 To 31/01/2026	\$1,038.75	-	\$1,038.75	DR
Paid	01/02/2025	844880731297	Standard Levy From 01/02/2025 To 31/07/2025	\$1,038.75	-		CR
Payment Receipt	31/01/2025	844880731297	Payment: Standard Levy From 01/02/2025 To 31/07/2025	-	\$1,038.75	(\$1,038.75)	CR
Paid	12/11/2024	844900306590	Adjustment to increased budget as resolved at AGM From 01/08/2024 To 31/01/2025 as resolved at AGM	\$134.58	-		CR
Payment Receipt	11/11/2024	844900306590	Payment: Adjustment to increased budget as resolved at AGM From 01/08/2024 To 31/01/2025 as resolved at AGM	-	\$134.58	(\$134.58)	CR
Paid	01/08/2024	812992030839	Standard Levy From 01/08/2024 To 31/01/2025	\$904.17	-		CR
Payment Receipt	31/07/2024	812992030839	Payment: Standard Levy From 01/08/2024 To 31/01/2025	-	\$904.17	(\$904.17)	CR
Opening Balance at (10/06/2024)				-	-	\$0.00	CR
Closing Balance at (09/06/2026)				\$1,038.75	-	\$1,038.75	DR

Standard Contributions Paid Until: (31/07/2025)

If any of the payment references below have changed you should have received an independent notification from your manager.

 <div>^Internet payments by bank account require pre-registration. Please complete a Customer Initiated Direct Debit registration form available at <a href="https://www.deft.com.au/">https://www.deft.com.au/</a> Payments by Credit Card do not require pre-registration and a surcharge may apply.</div>	
 <div>Pay by Credit Card or ^pre-registered bank account at <a href="https://www.deft.com.au/">https://www.deft.com.au/</a> Or by Credit Card via your <a href="#">StrataPort Lot Owner Account</a> Your DEFT Reference Number: 213808819111783</div>	 <div>Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 213808819 111783</div>
 <div>Pay via BPAY: Biller Code: 96503 Ref: 213808819111783</div>	

Owners Corporation 528369F  
309 McDonalds Road EPPING VIC 3076

## MINUTES OF MEETING

**Meeting Type:** Annual General Meeting  
**Date / Time:** Wednesday, 2 October 2024 4:30 PM  
**Location:** Microsoft Teams - <https://bit.ly/4cL0r9S>

## Minutes of the Annual General Meeting

<b>Owners Corporation</b>	528369F
<b>Property Address</b>	309 McDonalds Road EPPING VIC 3076
<b>Meeting Date</b>	Wednesday, 2 October 2024
<b>Meeting Location</b>	Microsoft Teams - <a href="https://bit.ly/4cL0r9S">https://bit.ly/4cL0r9S</a>
<b>Meeting Commenced</b>	4:30 PM
<b>Rep by</b>	Kitty Merrett
<b>Members Present</b>	Ursulla Rigoll & Rose Charlotte O'Dwyer (18), Kevin Rodricks (19)
<b>Proxies</b>	Nil
<b>Apologies</b>	Nil
<b>Non Attendance</b>	FRANCESCO NATOLI (1), Cindy Vuu (2), Angus Rhys Watson (3), ANIL CHAUDHARY (4), BEEA Pty Ltd - Attn: Lesley Roberts (5), Atul Laljibhal & Ratu Atul Kapadiya * (6), Heather Mary Cowland (7), B. SINGH & R. KAUR (8), Anam Farid (9), Mr Nathan Daniel Janssen (10), ELIE CHAHINE (11), JULIO & ROSEMARY CARRO * (12), Mr Nathan Zoch & Ms Rebecca Boorn (13), Melisa Dasci (14), Ms. VICKI COLOSIMO * (15), Janet Braganca (16), STEFANUS LUCAS & GEORGINA MICHELLE MYBURGH (17), MICHAEL MONTALTO (20), GAVIN ADRIAN SINCLAIR (21), Theodoros Katsianis & Marina Katsianis (22), Yingxing Guo (23), Karthik Kumar Palanisamy (24)

\* Indicates the Lot Owner was Not-financial.

### 1. Declaration Of A Quorum

#### Attendance by Lot

Total Eligible Attendees: 2  
Total Units: 24  
Attendance Percentage: 8.33 %

#### Attendance by UOL

Total Eligible Attendee UOL: 200  
Total UOL: 2400  
Attendance Percentage: 8.33%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become resolutions of the Owners Corporation on the 29th day provided the Owners Corporation does not receive a petition of Owners representing 25% of total lot entitlements.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

### 2. Election Of A Chairperson For The Meeting

Kitty Merrett is elected Chairperson for the Annual General Meeting.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

### 3. Minutes Of Previous Meeting

Previous AGM date: 05-Oct-2023

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

### 4. Financial Statements

Building Financial Year End Date: 31-Jul-2024

Bank balance (Administration): \$23,212.10

Bank balance (Maintenance/Investment): \$0.00

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the financial reports as presented by the manager.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

### 5. Financial Liquidity

The Owners Corporation resolved that a Special Levy for the purpose of financial liquidity is not currently required.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

### 6. Annual Budget

#### Admin Fund

Expense Account Name	GL Code	Proposed Total
Caretaking	CARETAKING-A	\$5,500.00
Common Electricity	ELECTRICITY-A	\$400.00
Common Water	WATER-A	\$420.00
Disbursement Fee	DSBRSMNT-A	\$1,896.00
ESM Audit	ESM-AUDIT-A	\$1,000.00
Insurance Premium	INS-PREMIUM-A	\$28,000.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$545.00
Maintenance	MAINTENANCE-A	\$3,000.00
Management Fees	MNGMNT-FEES-A	\$8,000.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$99.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$1,000.00
Total Admin Fund		\$49,860.00

#### Maintenance Fund

Expense Account Name	GL Code	Proposed Total
Nil Maintenance Fund items		
Total Maintenance Fund		\$0.00
Total Budget		\$49,860.00

The Members of the Owners Corporation resolved by ordinary resolution to approve the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 7. Owners Contribution Fee Schedule

Total UOL: 2400

Fee Frequency: Bi-Annual

Fee Year Start Date: 01-Aug-2024

Instalment Number	Date
1	01-Aug-2024
2	01-Feb-2025

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
1	FRANCESCO NATOLI (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
2	Cindy Vuu (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
3	Angus Rhys Watson (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
4	ANIL CHAUDHARY (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
5	BEEA Pty Ltd - Attn: Lesley Roberts (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
6	Atul Laljibhal & Ratu Atul Kapadiya (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
7	Heather Mary Cowland (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
8	B. SINGH & R. KAUR (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
9	Anam Farid (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
10	Mr Nathan Daniel Janssen (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
11	ELIE CHAHINE (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
12	JULIO & ROSEMARY CARRO (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
13	Mr Nathan Zoch & Ms Rebecca Boorn (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
14	Melisa Dasci (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
15	Ms. VICKI COLOSIMO (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
16	Janet Braganca (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
17	STEFANUS LUCAS & GEORGINA MICHELLE MYBURGH (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
18	Ursulla Rigoll & Rose Charlotte O'Dwyer (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
19	Kevin Rodricks (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
20	MICHAEL MONTALTO (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
21	GAVIN ADRIAN SINCLAIR (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
22	Theodoros Katsianis & Marina Katsianis (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
23	Yingxing Guo (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
24	Karthik Kumar Palanisamy (UOL: 100)	\$2,077.50	\$2,077.50	\$1,038.75	\$1,038.75
Grand Total:		\$49,860.00	\$49,860.00		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 8. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983.

The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the Lot Owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 9. Arrears Management

The Members of the Owners Corporation resolved by ordinary resolution that overdue Contributions will not be liable for any Overdue Administration Fees.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 10. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate Owners Corporation for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution to prepare a Maintenance Plan in accordance with Section 36 of the Owners Corporations Act 2006.



Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 11. Manager's Report

It was resolved to acknowledge and accept the manager's report as presented by the manager.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 12. Committee Report

It was noted that the committee did not table a report.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 13. Election Of The Committee

Lot	Owner Name	Committee
1	FRANCESCO NATOLI	--
2	Cindy Vuu	--
3	Angus Rhys Watson	--
4	ANIL CHAUDHARY	--
5	BEEA Pty Ltd - Attn: Lesley Roberts	--
6	Atul Laljibhai & Ratu Atul Kapadiya (Non Financial)	--
7	Heather Mary Cowland	--
8	B. SINGH & R. KAUR	--
9	Anam Farid	--
10	Mr Nathan Daniel Janssen	--
11	ELIE CHAHINE	--
12	JULIO & ROSEMARY CARRO (Non Financial)	--
13	Mr Nathan Zoch & Ms Rebecca Boorn	--
14	Melisa Dasci	--
15	Ms. VICKI COLOSIMO (Non Financial)	--
16	Janet Braganca	Committee
17	STEFANUS LUCAS & GEORGINA MICHELLE MYBURGH	--
18	Ursulla Rigoll & Rose Charlotte O'Dwyer	Incoming Chairperson
19	Kevin Rodricks	Committee
20	MICHAEL MONTALTO	--
21	GAVIN ADRIAN SINCLAIR	--
22	Theodoros Katsianis & Marina Katsianis	Committee
23	Yingxing Guo	--
24	Karthik Kumar Palanisamy	--

It was resolved in accordance with section 100 of the Owners Corporation act 2006 that the above Committee be appointed until the next Annual General Meeting.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 14. Election Of The Chairperson

Chairperson: Ursulla Rigoll & Rose Charlotte O'Dwyer (Lot 18)

It was resolved in accordance with section 105 of the Owners Corporation act 2006 that the Committee members present appoint above selected person as Chairperson of the Committee.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 15. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 16. Appointment Of The Manager

It was resolved that the Owners Corporation appoints Body Corporate Strata Group to be the manager of the Owners Corporation in accordance with section 119 of the Owners Corporations act 2006 using the contract of appointment.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## 17. Building Insurance

### General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort account.

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	Strata Insurance
Last Insurance Valuation Supplier Name:	WBP PROPERTY GROUP PTY. LTD.
Last Valuation Date:	10-Oct-2023
Last Valuation Amount:	\$14,020,000.00
Next Insurance Valuation Due Date:	10-Oct-2026
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006072272
Premium:	\$5,634.19
Policy Expiry Date:	01-Nov-2024

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.oc.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to obtain quotations for insurance at the suggested level of cover. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **18. OHS Requirements**

29-Nov-2023

Last OHS Report is more than 3 years: No

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **19. Special Resolutions**

No resolution required for this agenda item.

## **20. Engagement Of Contractors**

It was resolved that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

It was further resolved that if the Owners Corporation appoints a contractor for which the manager does not have a record of the current public liability insurance and if required, licensing or it directs the manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **21. After Hours Service**

It was resolved pursuant to section 24 of the Owners Corporations act 2006 that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to private lot property with the levy apportioned to the relevant lot receiving the benefit of the works based upon the benefit principle.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **22. Formal Complaints**

The Owners Corporation resolved to acknowledge and accept the Formal Complaints as contained within the Managers Report.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **23. Instrument Of Delegation**

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and

functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment.

The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation.

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

## **24. Details Of Next AGM**

Next AGM date: 09-Oct-2025

Location: Microsoft Teams Video Conference - Contact manger for link  
tgodsell@bodycorporatestrata.com.au

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 19, Seconded: Lot 18, Votes For: 2, Against: 0, Abstain: 0

**Meeting Closed:** 02-Oct-2024 4:59 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

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

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

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

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

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

#### **1.3 Waste disposal**

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

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4  
inserted by  
S.R. No.  
147/2021  
reg. 14.

Sch. 2 rule 1.5  
inserted by  
S.R. No.  
147/2021  
reg. 14.

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.

Sch. 2  
rule 4.1(7)  
inserted by  
S.R. No.  
147/2021  
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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

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

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

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

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.



- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

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

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

#### **Example**

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

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

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2  
rule 5.2(3)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

Sch. 2  
rule 5.2(4)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

- (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.

Sch. 2  
rule 5.2(5)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

- (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.

Sch. 2  
rule 7(5)  
amended by  
S.R. No.  
147/2021  
reg. 15(3).

Sch. 2  
rule 7(5A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(4).

Sch. 2  
rule 7(6A)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

Owners Corporations Regulations 2018  
S.R. No. 154/2018  
Schedule 2—Model rules for an owners corporation

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Sch. 2  
rule 7(6B)  
inserted by  
S.R. No.  
147/2021  
reg. 15(5).

- (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**.

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006072272</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/11/2023 to 01/11/2024 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 528369F
<b>Situation</b>	309 MCDONALDS ROAD EPPING VIC 3076

#### Policies Selected

##### Policy 1 – Insured Property

Building: \$14,020,000  
Common Area Contents: \$0  
Loss of Rent & Temporary Accommodation (total payable): \$2,103,000

##### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

##### Policy 3 – Voluntary Workers

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

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

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

Sum Insured: \$1,000,000

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$2,103,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$315,450  
Escalation in Cost of Temporary Accommodation: \$105,150  
Cost of Removal, Storage and Evacuation: \$105,150

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

Government Audit Costs: \$25,000



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

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

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

06/11/2023

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

The policy mentioned below is due for renewal on and payable by 1/11/2024.

Page 1 of 3

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 8/10/2024

**Invoice No:** 58141

**Our Reference:** 528369F

Should you have any queries in relation to this account, please contact your Account Manager  
**Niva Joseph - BCSG - GS**

OC 528369F  
C/- Body Corporate Strata Group  
PO Box 7078  
Hawthorn VIC 3122

**Class of Policy:** Strata Pack Residential  
**Insurer:** QBE Insurance (Australia) Limited

ABN: 78 003 191 035

**The Insured:** OC 528369F

## RENEWAL

**Policy No:** HU0006072272

**Period of Cover:**

From **1/11/2024**

to **1/11/2025** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

Rnwl - 309 MCDONALDS ROAD, EPPING VIC 3076  
01.11.2024 to 01.11.2025 at 4:00pm

### Your Premium:

Premium	Insurer Fee	Fire Levy	GST	Stamp Duty	Broker Fee
\$17,353.03	\$150.00	\$0.00	\$1,946.18	\$1,908.83	\$1,958.84

Commission earned on this policy \$3,817.68

**TOTAL \$23,316.88**

(A processing fee applies for Credit Card payments)

**PLEASE READ IMPORTANT  
INFORMATION AT  
[www.stratainsurance.net](http://www.stratainsurance.net)**



Please see attached for further payment methods & instructions



**Biller Code:** 20362

**Ref:** 4042858191490666



Pay by credit card (Visa, Mastercard, Amex or Diners)

at [www.deft.com.au](http://www.deft.com.au)

A surcharge may apply.

**DEFT Reference Number:** 4042858191490666



\*498 404285 08191490666

**Strata Solutions International Pty Ltd**

**Our Reference:** 528369F

**Invoice No:** 58141

**Due Date:** 1/11/2024

Premium	\$17,353.03
U'writer Levy	\$150.00
Fire Levy	\$0.00
GST	\$1,946.18
Stamp Duty	\$1,908.83
Broker Fee	\$1,958.84

**AMOUNT DUE**

**\$23,316.88**



Schedule of Insurance

<b>Class of Policy:</b>	Strata Pack Residential	<b>Policy No:</b>	HU0006072272
<b>The Insured:</b>	OC 528369F	<b>Invoice No:</b>	58141
		<b>Our Ref:</b>	528369F

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

**Policy Type:** CHU Residential Strata Insurance Plan  
**Insured:** OC No. 528369F  
**Situation:** 309 MCDONALDS ROAD, EPPING VIC 3076  
**Policy Period:** 01.11.2024 to 01.11.2025 at 4:00pm  
**Covering:**

Policies Selected	Sum Insured
POLICY 1 - INSURED PROPERTY	
Building:	\$14,440,600
Common Area Contents:	\$0
Loss of Rent & Temporary Accommodation (total payable)	\$2,166,090
POLICY 2 - LIABILITY TO OTHERS	\$20,000,000
VOLUNTARY WORKERS	
POLICY 3 - Death:	\$200,000
Total Disablement:	\$2,000 per week
POLICY 4 - FIDELITY GUARANTEE	\$250,000
POLICY 5 - OFFICE BEARER’S LEGAL LIABILITY	\$1,000,000
POLICY 6 - MACHINERY BREAKDOWN	Not Selected
POLICY 7 - CATASTROPHE INSURANCE (Insured Property)	\$2,166,090
Extended Cover – Loss of Rent & Temp Accommodation	\$324,913
Escalation in Cost of Temporary Accommodation	\$108,304
Cost of Removal, Storage and Evacuation	\$108,304
POLICY 8 - Government Audit Costs and Legal Expenses	
Government Audit Costs:	\$25,000
Appeal expenses - common property health & safety breaches:	\$100,000
Legal Defence Expenses	\$50,000
Excess: Legal Defence Expenses \$1,000	
POLICY 9 - LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	\$250,000

Flood Cover is included.

## Schedule of Insurance

Page 3 of 3

**Class of Policy:** Strata Pack Residential  
**The Insured:** OC 528369F

**Policy No:** HU0006072272  
**Invoice No:** 58141  
**Our Ref:** 528369F

### EXCESSES

#### Policy 1 – Insured Property

Standard: \$2,000

Other excesses payable are shown in the Policy Wording.

#### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

#### Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

#### Underwriting Agency:

CHU Underwriting Agencies Pty Ltd  
Level 21/150 Lonsdale Street  
MELBOURNE VIC 3000  
ABN: 18 001 580 070 AFSL: 243 261

#### Insurer:

QBE Insurance (Australia) Limited  
82 Pitt Street  
SYDNEY NSW 2000  
ABN: 78 003 191 035 AFSL: 239 545

#### Proportion:

100%

#### Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit [www.stratainsurance.net](http://www.stratainsurance.net) or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722  
PO Box 7069, Hawthorn North VIC 3122 Tel: 03 9597 0357  
Email: [contacts@stratainsurance.net](mailto:contacts@stratainsurance.net) Web: [www.stratainsurance.net](http://www.stratainsurance.net)



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property  
Suite 1, level 3, 550 bourke street  
MELBOURNE 3001

Client Reference: 88098728 129438321

NO PROPOSALS. As at the 6th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 16 309 MCDONALDS ROAD, EPPING 3076  
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: 6th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77022785 - 77022785123320 '88098728  
129438321'

# GST WITHHOLDING NOTICE

**VENDOR:** Beea Pty Ltd ATF Beea Family Trust  
**PROPERTY:** Unit 16 309 McDonalds Road EPPING VIC 3076

**The Purchaser must make a GST Withholding Payment:**

☒ No ☐ Yes

(if yes, vendor must provide the details below within 14 days of the contract date).

## GST Withholding Payment Details

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

Supplier's Name: \_\_\_\_\_  
Supplier's ABN: \_\_\_\_\_  
Supplier's Business Address: \_\_\_\_\_  
Supplier's Email Address: \_\_\_\_\_  
Supplier's Phone Number: \_\_\_\_\_  
Supplier's proportion of the GST Withholding Payment: \_\_\_\_\_  
If more than one supplier, provide the above details for each supplier. \_\_\_\_\_  
Amount purchaser must pay (price multiplied by the GST withholding rate): \_\_\_\_\_  
Amount must be paid: ☐ at completion ☐ at another time (specify): \_\_\_\_\_  
Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes  
If "yes", the GST inclusive market value of the non-monetary consideration: \_\_\_\_\_  
Other details (including those required by regulation or the ATO forms): \_\_\_\_\_

# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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