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## Contract of Sale of Land

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Property address: 47/12 Kirkland Court , Epping, 3076

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Vendor: KALSANG TSERING

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Purchaser:

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Prepared by  
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Ref: JO:002070

# Contract of Sale of Land

**Property address:** 47/12 Kirkland Court , Epping, 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, the general conditions and any special conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

### Exceptions

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

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

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

### Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

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

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

On            /            /

,  
*Print name of person signing.*

*State nature of authority if applicable, for example, '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            /            /

KALSANG TSERING,

*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

# Particulars of Sale

## VENDOR'S AGENT

Name	Harcourts Rata and Co	Phone	03 94015200	Fax	03 94012031
Address	769 High Street, Epping, VIC 3076	Email	sold@rataanddco.com.au		

## VENDOR

## PRACTITIONER – SOLICITOR/CONVEYANCER

Name	KALSANG TSERING	Name	Callahans		
		Address	Suite 6,, 93-97 Plenty Road, Bundoora Vic 3083		
Address		Contact	Jerome Daniel O'Callahan		
		Email	admin@callahanslawyers.com.au		
ACN/ABN		Phone	03 9467 7299	Fax	03 9467 7399

## PURCHASER

## PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

## LAND

General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11328	Folio 505	45	641235V

## OR

☐

The land includes all improvements and fixtures.

All light fittings, window dressings and floor coverings and fixtures as inspected.

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**Property address**

The address of the land is:

47/12 Kirkland Court , Epping

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

☒ Listed in attached schedule.

**OR**

☐ Listed as follows:

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

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Deposit: \$

By of which \$0.00 has been paid

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Balance: \$

Payable at settlement

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Foreign resident vendor: ☐ Value \$750,000 or more

*See general condition 15(f) and (g).*

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**GST**

*General condition 13*

☒ **No**, because:

☒ Vendor not registered or required to be registered

☒ Existing residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farmland used for farming business or sale of subdivided farmland to an associate

☐ **Yes**, because:

☐ Purchaser entitled to input tax credit

☐ Purchaser **NOT** entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

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**GST withholding**

*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

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Notice required to be given by vendor

☐ Yes ☒ No

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Withholding required by purchaser

☐ Yes ☒ No

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No withholding for residential premises because:

☒ Vendor not registered or required to be registered

☒ The premises are not new

☐ The premises were created by substantial renovation

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ The land includes a building used for commercial purposes

☐ The purchaser is registered for GST and acquires the property for a creditable purpose

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☐ The premises are commercial residential premises

## SETTLEMENT

### General condition 10

Is due on

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

☒ The above date; or

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

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

## LEASE

### General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

## OR

☐ **Subject to a lease**, particulars of which are:

☐ Attached; or

☐ As follows:

## TERMS CONTRACT

### Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

☐ Yes ☒ No

## LOAN

### General condition 14(a)-(d)

This contract is subject to a loan being approved within:

☐ 21 days **OR** ☐ 14 days from the contract date (approval period)

Lender:

Loan amount:

## BUILDING AND PEST REPORT

### General condition 14(e)-(f)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

## Special conditions

☐ Yes ☒ No

1.

2.

3.

# Contract of sale of land 2024 edition

## Part 2 General Conditions

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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### 1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (ii) Any reservations in the crown grant; and
  - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- (c) In this general condition 'section 32 statement' means a 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.

### 2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and
  - (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
- (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

### **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.



- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## 8. Builder warranty insurance

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## 9. Off the plan

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
  - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
    - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
    - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
    - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 10. Settlement

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## 11. Payment

- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

### 13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
  - (i) GST is included in the price.
  - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
  - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
  - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

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

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
  - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
 

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
  - (i) End the contract; or
  - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

#### **14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

  - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) 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. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor

pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.



- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

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

## **19. Liability of signatory**

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

## **20. Guarantee**

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

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

## **22. Lease**

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

---

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

---

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

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

## **27. Default notice**

---

- (a) 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.
- (b) The default notice must:
- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
- A. The default is remedied; and
- B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

---

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
- A. The default is remedied; and
- B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
- (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
- (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (ii) The vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
- A. Retain the property and sue for damages for breach of contract; or
- B. 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
- (iv) 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

- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



---

## Vendor statement

---

Property address: 47/12 Kirkland Court , Epping, 3076

---

Vendor: KALSANG TSERING

---

Purchaser:

---

Prepared by  
**Callahans**  
Suite 6,, 93-97 Plenty Road  
Bundoora Vic 3083

Email: [callaw@bigpond.net.au](mailto:callaw@bigpond.net.au)  
Ref: JO:002070

# Vendor statement

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

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

**Land:** 47/12 Kirkland Court , Epping, 3076

## SIGNED BY THE VENDOR

Name: **KALSANG TSERING**

On        /        /

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*

## SIGNED BY THE PURCHASER

Name:

On        /        /

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*

**SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)**

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

☒ Attached.

☐ Further information:

**TITLE**

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

*The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.*

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

**LAND USE AND SERVICES**

(a) **Easements, covenants, or other similar restrictions**

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

☒ Attached copies of title document/s.

**OR**

☐ Full description:

Nil

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

**(b) Services**

The following services are **NOT** connected to the land:

☐ Electricity supply    ☐ Gas supply    ☐ Telephone    ☐ Water supply    ☐ Sewerage

**(c) Road access**   ☒ Yes   ☐ No

**PLANNING**

**(a) Planning scheme**

☒ Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

☐ Yes   ☒ No   Under [section 192A](#) of the Building Act 1993

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

☒ Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing:

To chargee:

Other particulars, including dates and times of payments:

**(c) Tax reform scheme land**

(i) Is the land Tax Reform Scheme Land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024?   ☐ Yes   ☐ No

(ii) The Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines most recently allocated to the land is:

(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is:

# Due Diligence Checklist

## Consumer Affairs Victoria

---

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## **Soil and groundwater contamination**

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

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

Page 1 of 2

VOLUME 11328 FOLIO 505

Security no : 124116909564Q  
Produced 25/07/2024 01:30 PM

### LAND DESCRIPTION

Lot 45 on Plan of Subdivision 641235V.

PARENT TITLES :

Volume 11225 Folio 731      Volume 11227 Folio 679

Created by instrument PS641235V 24/01/2012

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

KALSANG TSERING of 1 CLAYTON COURT MILL PARK VIC 3082  
AR226510W 10/07/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW307988V 25/11/2022  
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AH420916V 10/08/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ005612R 14/06/2011

### DIAGRAM LOCATION

SEE PS641235V 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 47 12 KIRKLAND COURT EPPING VIC 3076

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 25/11/2022



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

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Page 2 of 2

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS641235V

DOCUMENT END

INFORMATION ONLY

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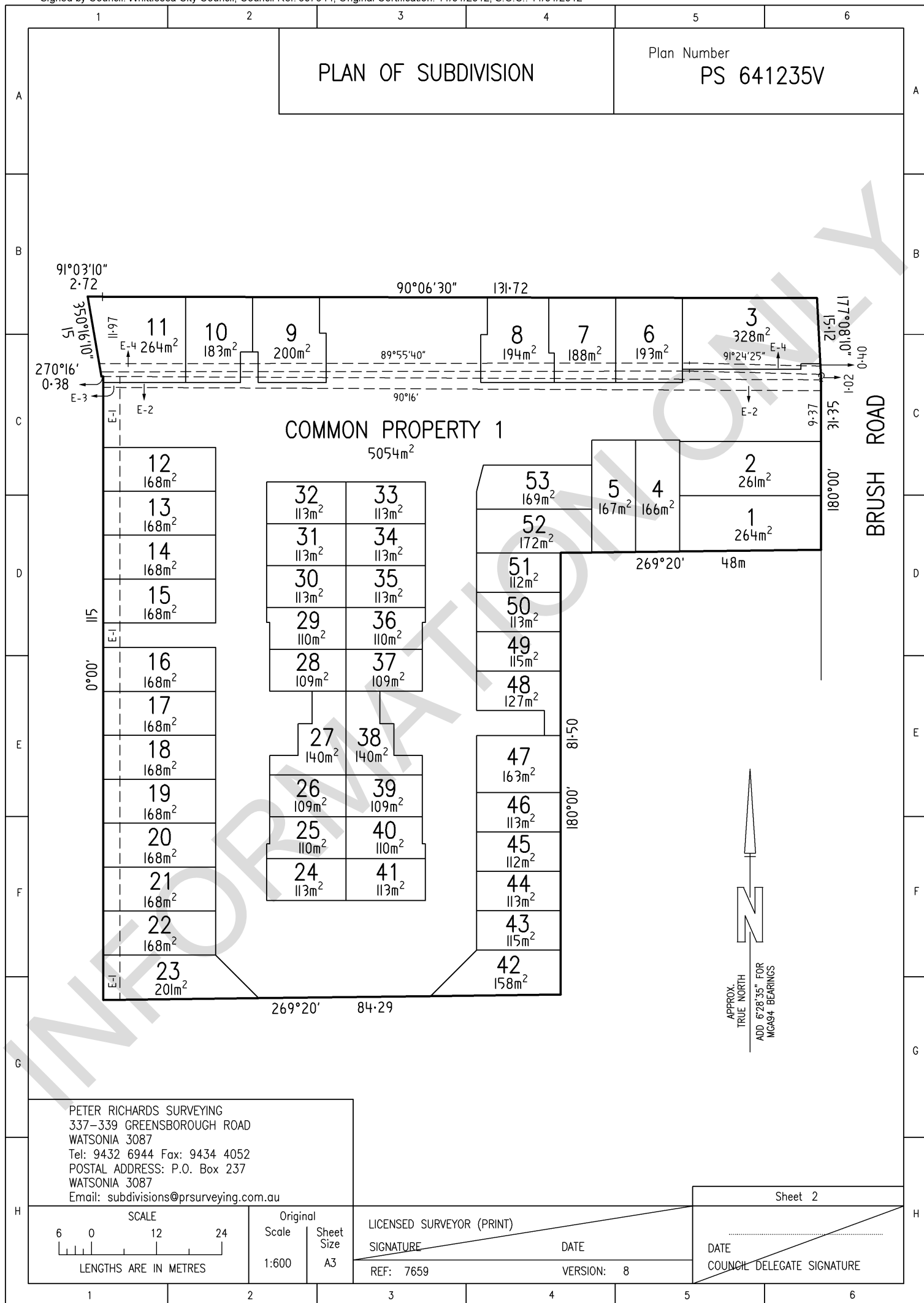
Document Type	<b>Plan</b>
Document Identification	<b>PS641235V</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>18/12/2024 09:29</b>

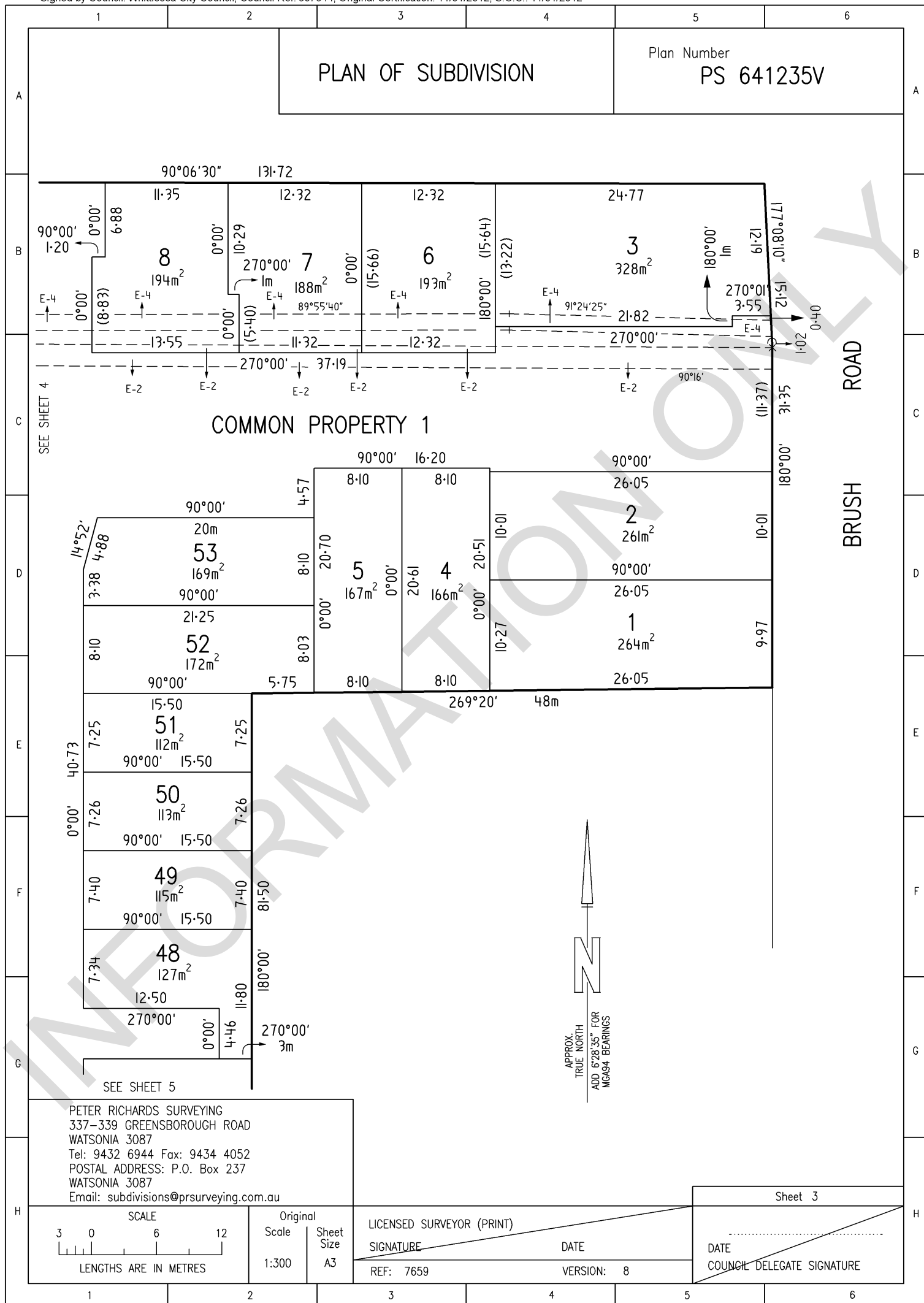
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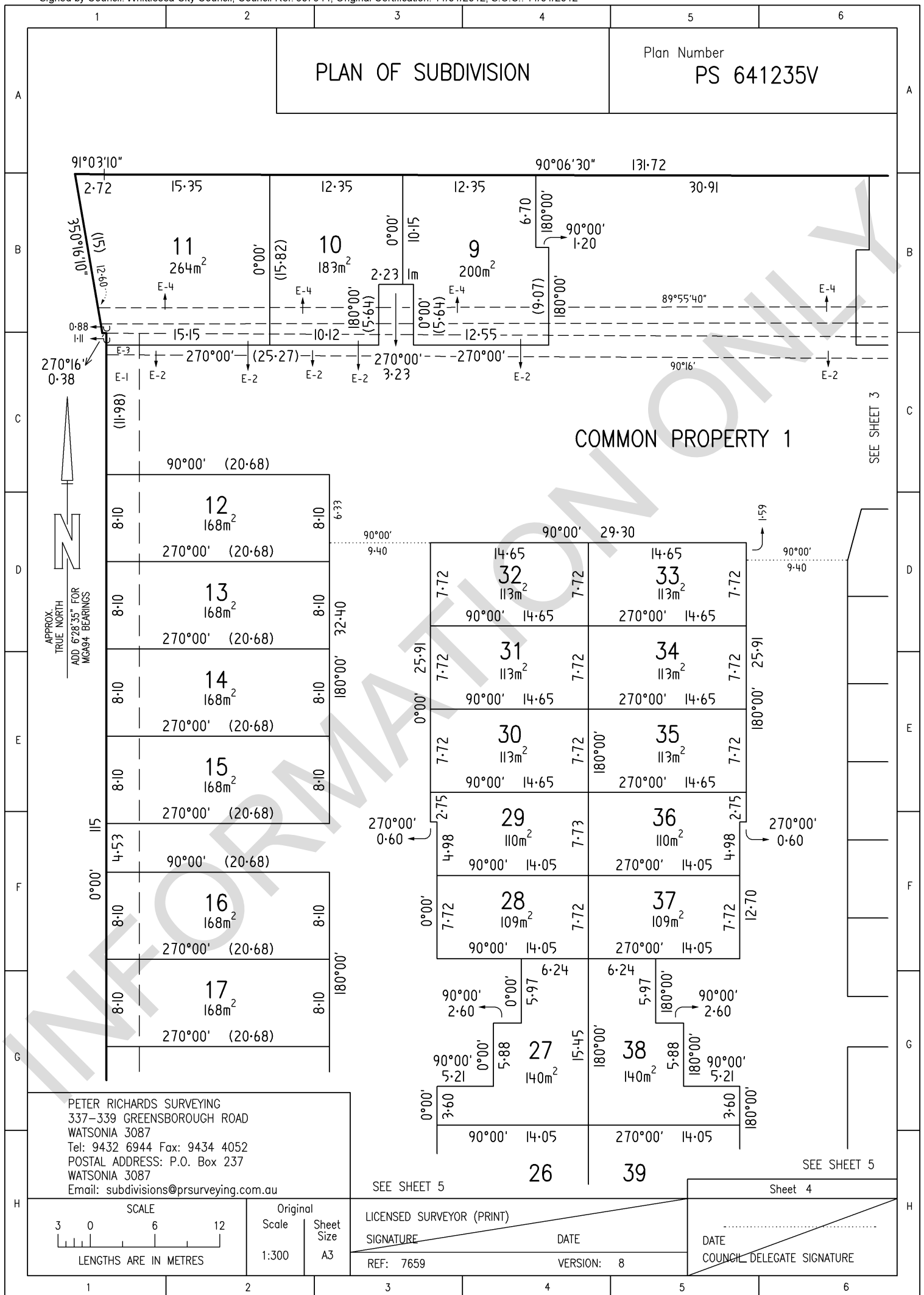
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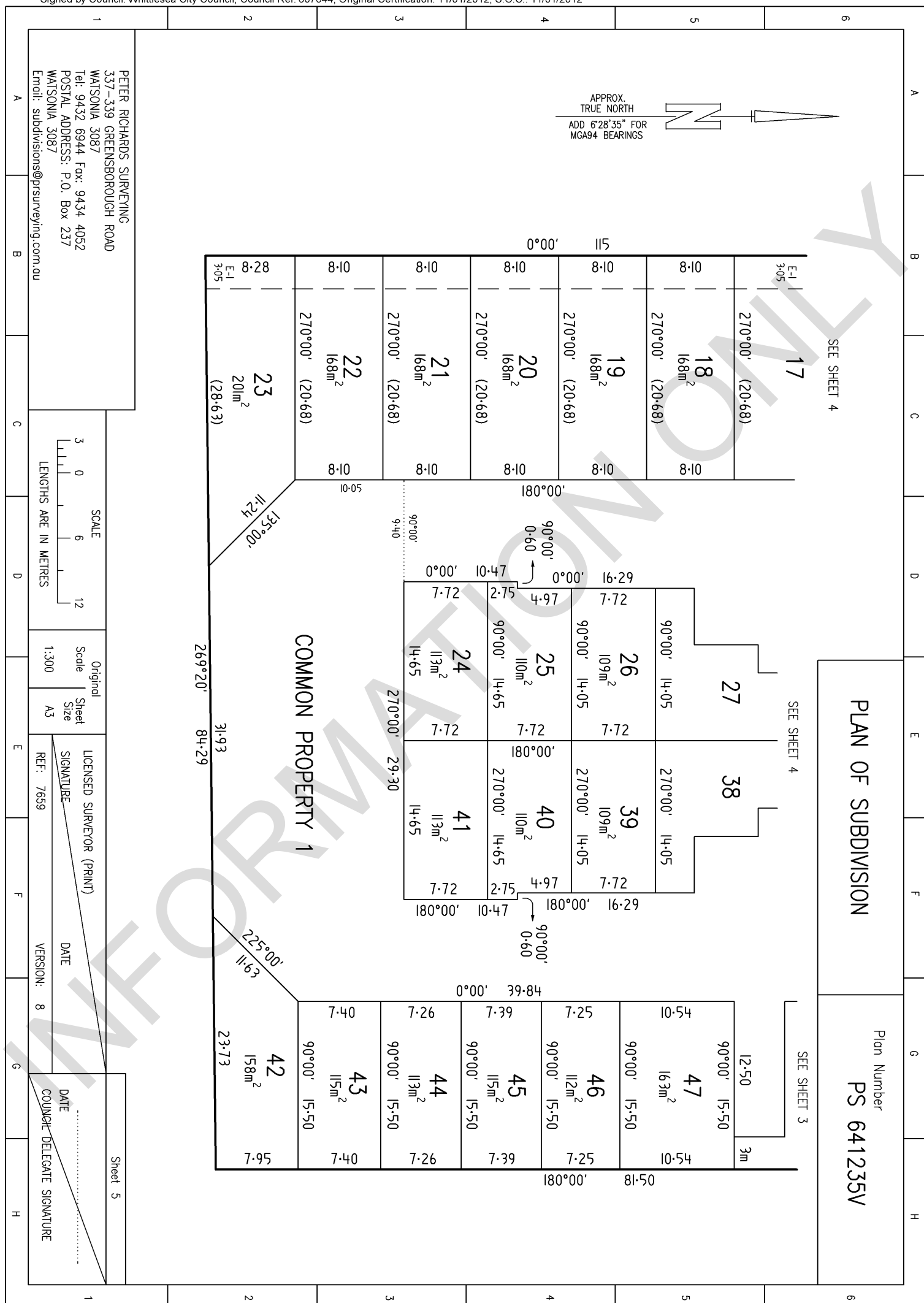
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Signed by: Ian David Barker (Peter Richards Surveying ) Surveyor's Plan Version (Version 8) SPEAR Ref S013413T 21/12/2011









**Plan of Subdivision PS641235V**  
**Certification & Statement of**  
**Compliance (Form 6)**



**City of**  
**Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S013413T  
Plan Number: PS641235V  
Council Name: Whittlesea City Council  
Council Reference Number 1: 607644  
Surveyor's Plan Version: Version 8

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Courtney Turner  
Organisation: Whittlesea City Council  
Date: 11/01/2012



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**Application by a Responsible Authority for the  
making of a Recording of an Agreement**  
Section 181 Planning and Environment Act 1987

**AJ005612R**



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:LMR:LGC:5668095  
Customer Code: 1167E

The Responsible 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.

Land: ~~Volume 9822 Folio 584~~ Volume 11225 Folios 730 and 731

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Date:

27 July 2010

Signature for Responsible Authority:

Name of officer:

GEORGE SAISANAS

Position Held:

MANAGER STRATEGIC PLANNING & DESIGN

**AJ005612R**

14/06/2011 \$105.20 173



Date 27 / 7 / 2010

**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

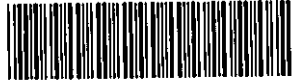
**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: 83 Brush Road, Epping

**Whittlesea City Council**  
and

**Netline Enterprises Pty Ltd ACN 119 932 544**

**AJ005612R**

14/06/2011 \$105.20 173



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# Agreement under Section 173 of the Planning and Environment Act 1987

Dated 27 / 7 / 2010

AJ005612R



## Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Netline Enterprises Pty Ltd ACN 119 932 544
Address	89 Redding Rise, Epping , Victoria
Short name	Owner

## Background

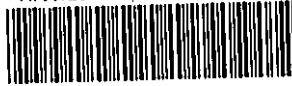
- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 7 February 2006 Council issued Planning Permit No. 605757 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 2 of the Planning Permit provides that:

Prior to the issue of a Statement of Compliance the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:-

  - (a) Payment of developer contributions in accordance with the incorporated Harvest Home Local Structure Plan, Schedule 2 of the Development Contributions Plan Overlay at Clause 45.06 of the Whittlesea Planning Scheme and the endorsed Brush Road Development Plan.
  - (b) Provision to be made for connection of all services to Lot 1 PS 619096J upon the further development and / or subdivision of Lot A. These connection points must be provided by the owner of Lot A. Connection to these points must be provided by the owner of Lot 1.

**AJ005612R**

14/06/2011 \$105.20 173



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- (c) Payment of an apportionment of the development and land acquisition costs associated with the required provision of local road-related infrastructure in accordance with the requirements of the endorsed Brush Road Development Plan.
- (d) All payments made under Conditions 3(a) and 3(c) are contributions payable for Lot 1 only. Contributions for Lot A are applicable and payable upon the further development of Lot A.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

**E. Condition 6 of the Planning Permit provides that:**

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the title of the allotment containing trees to be retained:

- (a) Plan containing dimensioned tree protection zone.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection/exclusion zone.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) The tree shown for retention shall not be removed, lopped or destroyed without approval of the Responsible Authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to the re-instatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.
- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant State government requirements/ legislation applicable at the time relating to offset requirements.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

**F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.**

**G. The parties enter into this Agreement:**

G.1 to give effect to the requirements of the Planning Permit; and



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- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## The Parties Agree

AJ005612R

14/06/2011 \$105.20

173



### 1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Brush Road Development Plan** means the plan endorsed by Council from time to time entitled the "Brush Road Development Plan". A copy of the Brush Road Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Building** has the same meaning as in the Act.

**Building Envelope** means any area delineated and identified on the Endorsed Plan as a 'Building Envelope'.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Harvest Home Local Structure Plan** means the plan incorporated under Schedule 1 to clause 81 of the Planning Scheme.

**lot** means a lot on the Endorsed Plan.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Plan of Subdivision PS 619096J** means Plan of Subdivision PS 619096J, a copy of which is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Statement of Compliance** means a Statement of Compliance issued pursuant to section 21 of the Subdivision Act 1988.

**Subject Land** means the land situated at 83 Brush Road, Epping being the land referred to in Certificate of Title Volume 9822 Folio 584 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



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**Tree Protection Zone** means any area delineated and identified on the Tree Protection Zone Plan as a 'Tree Protection Zone'.

**Tree Protection Zone Plan** means the tree protection zone plan endorsed with the stamp of Council from time to time pursuant to condition 4 of the Planning Permit. A copy of the Tree Protection Zone Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Tree to be Retained** means any tree which is located within a Tree Protection Zone.

**Works** has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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## 3. Specific obligations of the Owner

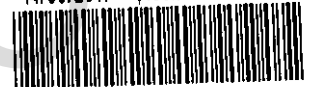
The Owner covenants and agrees that:

### Contributions

- 3.1 the Owner of lot 1 must pay to Council development contributions of an amount(s) to be determined by Council in accordance with the requirements specified in Schedule 2 of the Development Contributions Plan Overlay (Harvest Home Local Structure Plan) of the Planning Scheme;

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3.2 the Owner of lot 1 must pay to Council an apportionment of the development and land acquisition costs associated with the provision of local road-related infrastructure, in accordance with the requirements of the Brush Road Development Plan. The amount of the apportionment is to be determined by Council;

3.3 the Owners of lot 1 and lot A acknowledge that:

3.3.1 all payments made under clauses 3.1 and 3.2 of this Agreement are contributions payable for lot 1 only and must be paid to Council within 6 months of the issue of a Statement of Compliance; and

3.3.2 any contributions for lot A are applicable and must be paid to Council prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land or upon the further subdivision of lot A, whichever is the earlier;

**Connection of services**

3.4 upon the further subdivision and/or development of lot A, the Owner of lot A, at the Owner of lot A's expense, must:

3.4.1 arrange for connection of all services including but not limited to gas, water and electricity services to lot 1 on Plan of Subdivision PS619096J; and

3.4.2 provide connection points for those services on lot A;

3.5 the Owner of lot 1 on Plan of Subdivision PS619096J must provide connection points on lot 1 to connect with connection points provided by the Owner of lot A;

all to the satisfaction of Council;

**Protection of trees on the Subject Land**

3.6 prior to the commencement of any development on the Subject Land, a dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot comprising the Subject Land;

3.7 without the prior written consent of Council, the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Protection Zone;

3.8 without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on any lot outside of the Building Envelope;

3.9 without the prior written consent of Council, any Tree to be Retained may not be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land;

3.10 subject to clause 3.8, if the Tree to be Retained is removed from the Subject Land, with the prior written consent of Council, by the Owner for any reason (for example disease), the Owner must ensure that:

3.10.1 the entire tree, including the roots, are removed from the Subject Land; and

3.10.2 a new advanced tree of the same species is reinstated within a Tree Protection Zone;

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- 3.11 any tree located within a Tree Protection Zone that is removed from the Subject Land, with the prior written of Council, must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.12 any tree located within a Tree Protection Zone that is removed (with the prior written of Council) or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

---

#### **4. Further obligations of the Owner**

##### **4.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### **4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

##### **4.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

---

#### **5. Agreement under Section 173 of the Act**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

---

#### **6. Owner's Warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,

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no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**7. Successors in Title**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

---

**8. General matters**

**8.1 Notices**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

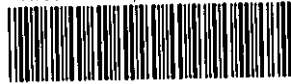
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**8.4 Severability**

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

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**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

---

**9. Commencement of Agreement**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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## Signing Page

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:

*[Signature]*

Chief Executive Officer

Executed by Netline Enterprises Pty Ltd  
ACN 119 932 544 by being signed by the  
person who is authorised to sign for the  
company:

*[Signature]*

Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EDDING 3076 VIC

### Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

National Australia Bank Ltd ABN 12 004 044 937 as Mortgagee of registered Mortgage AH192847E consents to the Owner entering into this agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited by  
its Attorney AMSTER JAMES WILKIE who holds the position of  
Level 2 Attorney under Power of Attorney dated 1 March 2007  
in the presence of:

*[Signature]*

Signature of Witness:

VATSAL TRIVEDI

Name of Witness

*[Signature]*

Signature of Attorney

# Imaged Document Cover Sheet

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FORM 18

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

Planning and Environment Act 1987

Lodged by: AJH LAWYERS

Name:

Phone: 9602 2235

Address: LEVEL 3, 140 QUEEN STREET, MELBOURNE 3000

Ref: Customer Code: 12303W

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: Volume 09822 Folio 584

Authority: Whittlesea City Council

Section and Act under which agreement made: Agreement under Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

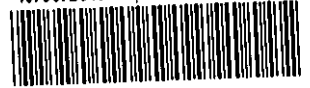
Name of Officer:

DAVID TURNBULL

Date: 6.8.2010

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Date 29 / 7 / 2010

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: 83 Brush Road, Epping

Whittlesea City Council  
and

Netline Enterprises Pty Ltd ACN 119 932 544



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## Agreement under Section 173 of the Planning and Environment Act 1987

Dated        /        /

### Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>Netline Enterprises Pty Ltd ACN 119 932 544</b>
Address	89 Redding Rise, Epping , Victoria
Short name	<b>Owner</b>

### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 7 February 2006 Council issued Planning Permit No. 605757 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 2 of the Planning Permit provides that:
- Prior to the issue of a Statement of Compliance the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:-
- (a) Payment of developer contributions in accordance with the incorporated Harvest Home Local Structure Plan, Schedule 2 of the Development Contributions Plan Overlay at Clause 45.06 of the Whittlesea Planning Scheme and the endorsed Brush Road Development Plan.
  - (b) Provision to be made for connection of all services to Lot 1 PS 619096J upon the further development and / or subdivision of Lot A. These connection points must be provided by the owner of Lot A. Connection to these points must be provided by the owner of Lot 1.



- (c) Payment of an apportionment of the development and land acquisition costs associated with the required provision of local road-related infrastructure in accordance with the requirements of the endorsed Brush Road Development Plan.
- (d) All payments made under Conditions 3(a) and 3(c) are contributions payable for Lot 1 only. Contributions for Lot A are applicable and payable upon the further development of Lot A.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

**E. Condition 6 of the Planning Permit provides that:**

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the title of the allotment containing trees to be retained:

- (a) Plan containing dimensioned tree protection zone.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection/exclusion zone.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) The tree shown for retention shall not be removed, lopped or destroyed without approval of the Responsible Authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to the re-instatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.
- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant State government requirements/ legislation applicable at the time relating to offset requirements.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

**F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.**

**G. The parties enter into this Agreement:**

**G.1 to give effect to the requirements of the Planning Permit; and**

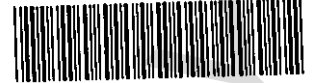
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**G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.**

## The Parties Agree

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## 1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Brush Road Development Plan** means the plan endorsed by Council from time to time entitled the "Brush Road Development Plan". A copy of the Brush Road Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Building** has the same meaning as in the Act.

**Building Envelope** means any area delineated and identified on the Endorsed Plan as a 'Building Envelope'.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Harvest Home Local Structure Plan** means the plan incorporated under Schedule 1 to clause 81 of the Planning Scheme.

**lot means a lot on the Endorsed Plan.**

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Plan of Subdivision PS 619096J** means Plan of Subdivision PS 619096J, a copy of which is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Statement of Compliance** means a Statement of Compliance issued pursuant to section 21 of the Subdivision Act 1988.

**Subject Land** means the land situated at 83 Brush Road, Epping being the land referred to in Certificate of Title Volume 9822 Folio 584 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



**Tree Protection Zone** means any area delineated and identified on the Tree Protection Zone Plan as a 'Tree Protection Zone'.

**Tree Protection Zone Plan** means the tree protection zone plan endorsed with the stamp of Council from time to time pursuant to condition 4 of the Planning Permit. A copy of the Tree Protection Zone Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Tree to be Retained** means any tree which is located within a Tree Protection Zone.

**Works** has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## 3. Specific obligations of the Owner

The Owner covenants and agrees that:

### Contributions

- 3.1 the Owner of lot 1 must pay to Council development contributions of an amount(s) to be determined by Council in accordance with the requirements specified in Schedule 2 of the Development Contributions Plan Overlay (Harvest Home Local Structure Plan) of the Planning Scheme;

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3.2 the Owner of lot 1 must pay to Council an apportionment of the development and land acquisition costs associated with the provision of local road-related infrastructure, in accordance with the requirements of the Brush Road Development Plan. The amount of the apportionment is to be determined by Council;

3.3 the Owners of lot 1 and lot A acknowledge that:

3.3.1 all payments made under clauses 3.1 and 3.2 of this Agreement are contributions payable for lot 1 only and must be paid to Council within 6 months of the issue of a Statement of Compliance; and

3.3.2 any contributions for lot A are applicable and must be paid to Council prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land or upon the further subdivision of lot A, whichever is the earlier;

#### Connection of services

3.4 upon the further subdivision and/or development of lot A, the Owner of lot A, at the Owner of lot A's expense, must:

3.4.1 arrange for connection of all services including but not limited to gas, water and electricity services to lot 1 on Plan of Subdivision PS619096J; and

3.4.2 provide connection points for those services on lot A;

3.5 the Owner of lot 1 on Plan of Subdivision PS619096J must provide connection points on lot 1 to connect with connection points provided by the Owner of lot A;

all to the satisfaction of Council;

#### Protection of trees on the Subject Land

3.6 prior to the commencement of any development on the Subject Land, a dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot comprising the Subject Land;

3.7 without the prior written consent of Council, the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Protection Zone;

3.8 without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on any lot outside of the Building Envelope;

3.9 without the prior written consent of Council, any Tree to be Retained may not be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land;

3.10 subject to clause 3.8, if the Tree to be Retained is removed from the Subject Land, with the prior written of Council, by the Owner for any reason (for example disease), the Owner must ensure that:

3.10.1 the entire tree, including the roots, are removed from the Subject Land; and

3.10.2 a new advanced tree of the same species is reinstated within a Tree Protection Zone;

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- 3.11 any tree located within a Tree Protection Zone that is removed from the Subject Land, with the prior written of Council, must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.12 any tree located within a Tree Protection Zone that is removed (with the prior written of Council) or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

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#### 4. Further obligations of the Owner

#### 4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

## 4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

#### 4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

## 5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

## 6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,

no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

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## 8.1 Notices

8.1.1 by delivering it personally to that party;

- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

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





**AH420916V**

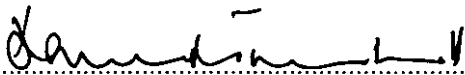
10/08/2010 \$105.20 173



## Signing Page

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:



Chief Executive Officer

Executed by Netline Enterprises Pty Ltd  
ACN 119 932 544 by being signed by the  
person who is authorised to sign for the  
company:



Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EDDING 3076 VIC

### Mortgagee's Consent

~~National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.~~

National Australia Bank Ltd ABN 12 004 044 937 as Mortgagee of registered Mortgage AH192847E consents to the owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in-possession, agrees to be bound by the covenants and conditions of this Agreement.

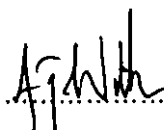
Executed on behalf of the National Australia Bank Limited by  
its Attorney ANISTEL JAMES WILKIE who holds the position of  
Level 2 Attorney under Power of Attorney dated 1 March 2007  
in the presence of:



Signature of Witness

VATSAL TRIVEDI

Name of Witness



Signature of Attorney



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/07/2024 01:30:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS641235V**

The land in PS641235V is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 53.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

STRATA DATA 39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

AM667655A 31/03/2016

### 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:

OC013211P 24/01/2012

### 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	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/07/2024 01:30:29 PM

OWNERS CORPORATION 1  
PLAN NO. PS641235V

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/07/2024 01:30:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS641235V**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
<b>Total</b>	<b>530.00</b>	<b>530.00</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.



TIDEWAYS

Level 3, 521 Toorak Rd, Toorak VIC 3142  
PO Box 1027, Caulfield North Vic 3161

T: (03) 9534 4614 E: enquiries@tideways.com.au

ABN: 87 076 601 851  
Member - Strata Community Australia

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

30 July 2024

Plan of Subdivision No. 641235V  
Not registered for GST

ABN: 58 997 131 292

## Tax Invoice

INFOTRACK  
Level 8, 135 King Street  
Sydney NSW 2000

Ref 002070

Re Lot 45

Plan of Subdivision No. 641235V

Fee 173.16

Paid

Above Fee includes GST

Please see attached Section 151 as requested.

To the Applicant

Should any monies be owing on the account, please note the following payment details:

BSB: 067-970

StrataPay Reference: 159464604

**OWNERS CORPORATIONS CERTIFICATE**  
**Owners Corporations Act 2006 (Section 151)**  
**Owners Corporations Regulations 2018 (Regulation 16)**

Owners Corporation    KIRKLAND COURT 12  
 12 Kirkland Court  
 Epping VIC  
 3076

Plan Number:    641235V

Vendor    Kalsang Tsering  
 Reference    002070

This certificate is issued for Lot    45    on Plan Number 641235V    Lot Liability    10    Lot Entitlement    10  
 the postal address of which is:    47/12 Kirkland Court, Epping VIC, 3076

1    Section 151(4)(a)(i)&(ii)    Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/01/24****31/03/24	511.29	01/01/24	21/02/24	01/01/24
01/04/24****30/06/24	566.04	29/05/24	07/05/24	30/04/24
01/07/24****30/09/24	566.04	06/08/24	*	22/05/24
01/10/24****31/12/24	566.04	01/10/24		
01/01/25****31/03/25	566.04	01/01/25		

Regulation 16(b)

The Administration Fund fees are paid up until    30/06/24  
 Amount unpaid including billed not yet due    \$566.04

Section 151(4)(a)(iii)    Regulation 16(c)

Unpaid Administration Fund Fees    Nil  
 (Credit shown with -)

2    The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/04/24****30/06/24	23.59	29/05/24	07/05/24	30/04/24
01/07/24****30/09/24	23.59	06/08/24	*	22/05/24
01/10/24****31/12/24	23.59	01/10/24		
01/01/25****31/03/25	23.59	01/01/25		

Regulation 16(b)

The Maintenance Fund fees are paid up until    30/06/24  
 Amount unpaid including billed not yet due    \$23.59

Section 151(4)(a)(iii)    Regulation 16(c)

Unpaid Maintenance Fund Fees    Nil  
 (Credit shown with -)

3    Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due    Nil

Unpaid Administration Fund Special Fees    Nil  
 (Credit shown with -)

4    Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due    Nil

Unpaid Maintenance Fund Special Fees    Nil  
 (Credit shown with -)

5    Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid
See Annexure-Fees Details				0.00
See Annexure-Fees Details				0.00

Interest Rate:    Interest to Certificate Date:    Nil    Daily Interest Accruing:    Nil

## OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 45 On Plan Number 641235V

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$589.63)

Nil

- 6 Section 151(4)(a)(v) Regulation 16(e)  
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)  
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)  
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)  
Total funds held by owners corporation (including any investment accounts): \$55,821.67
- 10 Section 151(4)(a)(vii) Regulation 16(i)  
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)  
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)  
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)  
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)  
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: See Attached 'PROCEEDINGS'
- 15 Section 151(4)(a)(xii) Regulation 16(n)  
The owners corporation has resolved to appoint a manager, being:  
Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161  
Telephone: 03 9534 4614 Facsimile: Email: emily.murray@tideways.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)  
No proposal has been made for the appointment of an administrator except as follows:  
Nil
- 17 Section 151(4)(b)(i)  
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)  
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)  
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)  
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)  
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'



*Victoria*  
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 45 On Plan Number 641235V

The Common Seal of The Victorian Owners Corporation KIRKLAND COURT 12 PLAN OF SUBDIVISION NO. 641235V was hereunto affixed on 30 July 2024 and witness by and in the presence of Tideways Pty Ltd by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.

Dated: 30 July 2024



Owners Corporation Manager  
Emily Murray

INFORMATION

INSURANCE DETAILS  
KIRKLAND COURT 12

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i>	HU0047236	\$15,504,280	17/07/25		\$32,214.96
CHU U'writing Agency Pty Ltd	Resolute				
<i>CATASTROPHE OR EMERG</i>	HU0047236	\$4,651,284	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>CONTENTS</i>	HU0047236	\$155,042	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>FIDELITY GUARANTEE</i>	HU0047236	\$250,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>GOVERNMENT AUDIT</i>	HU0047236	\$25,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>LEGAL EXPENSES</i>	HU0047236	50,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>LOSS OF RENT</i>	HU0047236	\$2,325,642	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>LOT OWNERS IMPROVEME</i>	HU0047236	\$250,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>OFFICE BEARERS</i>	HU0047236	\$5,000,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>PUBLIC LIABILITY</i>	HU0047236	30,000,000	17/07/25		0.00
CHU U'writing Agency Pty Ltd	Resolute				
<i>VOLUNTARY WORKERS</i>	HU0047236	\$200,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
<i>WH&amp;S</i>	HU0047236	\$100,000	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				

*Item 10 - Non-Budget Items*

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/12/2024 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.  
A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

*Item 11 - Common Property Affected*

Private waste management agreement - iDump  
Common gardening maintenance agreement - Duho Services  
Towing agreement - Anytime Towing

*Item 14 - Proceedings*

THE OWNERS CORPORATION IS NOT A PARTY TO ANY LEGAL PROCEEDINGS OR AWARE OF ANY CIRCUMSTANCES WHICH MAY GIVE RISE TO PROCEEDINGS EXCEPT TO RECOVER THE DEBTS OF MEMBERS SHOULD SIGNIFICANT ARREARS ARISE.

*Item 22 - Other Matters*

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

## OWNERS CORPORATION CERTIFICATE (Continued)

Name of Owners Corporation	<b>KIRKLAND COURT 12</b>
Lot No.	<b>45</b> on Plan No <b>641235V</b>

## ANNEXURE - LEVY DETAILS

[illegible]

## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

### **Regulation 17**

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

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

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

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

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

#### **Owners corporation rules**

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

Owners Corporations Regulations 2018  
S.R. No. 154/2018

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

**Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which

determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable

**Further information**

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

**Management of an owners corporation**

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

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

---

# Model Rules for an Owners Corporation

Schedule 9, Regulation 11, Owners Corporation Regulations 2018

## 1. Health, safety and security

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

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

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

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

### 1.3. Waste disposal

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

### 1.4. Smoke Penetration

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

### 1.5. Fire safety information

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

## 2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owner's corporation.

## 3. Management and administration

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

- 1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- 2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- 3) Subrule (2) does not apply if the concession or rebate—

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

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

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

- 1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- 2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- 3) An approval under subrule (2) may state a period for which the approval is granted.
- 4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- 6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- 7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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

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

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

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

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

## **5. Lots**

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

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

#### **Example**

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

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

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

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

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

## **6. Behaviour of persons**

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

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

### **6.2. Noise and other nuisance control**

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



## 7. Dispute resolution

- 1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 2) The party making the complaint must prepare a written statement in the approved form.
- 3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
  - a. A meeting under subrule (5) may be held in person or by teleconferencing, including videoconference.
- 6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - a. Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - b. 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*.



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142  
PO Box 1027, Caulfield North Vic 3161

T: (03) 9534 4614 E: enquiries@tideways.com.au

ABN: 87 076 601 851  
Member - Strata Community Australia

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

## Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

### BALANCE SHEET

AS AT 30 JULY 2024

#### **OWNERS FUNDS**

Administrative Fund

Maintenance Fund

#### **TOTAL**

ACTUAL 30/07/2024	ACTUAL 31/12/2023
(20,869.53)	13,020.95
22,716.68	18,965.41
<b>\$ 1,847.15</b>	<b>\$ 31,986.36</b>

#### **THESE FUNDS ARE REPRESENTED BY**

#### **CURRENT ASSETS**

Cash On Hand (Old Mbl Account)

Bank Balance Admin Fund

Bank Balance Maintenance Fund

Levies In Arrears

Other Arrears

Prepayment

#### **TOTAL ASSETS**

(27,123.93)	0.00
33,393.85	3,335.93
22,427.82	19,208.36
12,079.01	7,258.38
2,685.26	0.00
0.00	16,488.30
<b>43,462.01</b>	<b>46,290.97</b>

#### **LIABILITIES**

Creditors

Arrears Fee Clearing Account

Arrears Fee Clearing Acc Oc1

Levies In Advance

Sundry Creditors

#### **TOTAL LIABILITIES**

33,204.96	0.00
(871.20)	0.00
871.20	0.00
8,409.90	11,642.61
0.00	2,662.00
<b>41,614.86</b>	<b>14,304.61</b>

#### **NET ASSETS**

<b>\$ 1,847.15</b>	<b>\$ 31,986.36</b>
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## Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 30 JULY 2024

	ACTUAL	BUDGET	ACTUAL
	01/01/24-30/07/24	01/01/24-31/12/24	01/01/23-31/12/23
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>ADMINISTRATIVE FUND INCOME</u></b>			
Administrative Fund	57,098.49	120,000.00	108,393.48
Admin Fund - Post Agm Adjust.	2,901.22	0.00	0.00
Owner Expense Clearing	16.34	0.00	0.00
Admin Overdue Interest	42.11	0.00	298.71
<b><u>TOTAL OPERATING FUND INCOME</u></b>	<b>60,058.16</b>	<b>120,000.00</b>	<b>108,692.19</b>
<b><u>ADMIN FUND EXPENDITURE</u></b>			
Accounting & Lodgement	550.00	200.00	115.50
Audit Fees	0.00	400.00	1,100.00
Trades Compliance	0.00	296.00	0.00
Strata Pay	51.30	0.00	0.00
Public Officer	0.00	110.00	0.00
Electrical Repairs	0.00	500.00	0.00
Gardening	7,623.00	16,000.00	14,437.50
General Repairs & Maintenance	1,058.50	1,000.00	562.50
Taxation Fees	0.00	248.00	0.00
Online Portal Fees	0.00	878.00	0.00
Bank Management	0.00	660.00	0.00
Insurance- Premium	48,703.26	36,000.00	29,207.87
Insurance Valuation	2,340.00	0.00	0.00
Legal & Debt Collection Fees	(158.03)	0.00	0.00
Management Fees	12,123.12	20,405.00	21,560.28
Management Fees- Additional	965.33	1,000.00	10,979.60
Management Fees- Addit Oc1	975.00	0.00	0.00
Management Fee - Disbursements	2,360.86	3,445.00	0.00
Plumbing	0.00	1,500.00	809.34
Seals, Signage & Notice Boards	196.30	0.00	0.00
Waste Management	17,160.00	35,000.00	34,620.30
Water & Sewerage	0.00	500.00	(453.99)
<b><u>TOTAL ADMIN EXPENDITURE</u></b>	<b>93,948.64</b>	<b>118,142.00</b>	<b>112,938.90</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (33,890.48)</b>	<b>\$ 1,858.00</b>	<b>\$ (4,246.71)</b>
Admin Fund Opening Balance	13,020.95	13,020.95	17,267.66
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ (20,869.53)</b>	<b>\$ 14,878.95</b>	<b>\$ 13,020.95</b>



TIDEWAYS

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## Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 30 JULY 2024

	ACTUAL	BUDGET	ACTUAL
	01/01/24-30/07/24	01/01/24-31/12/24	01/01/23-31/12/23
<b><u>MAINTENANCE FUND</u></b>			
<b><u>MAINTENANCE FUND INCOME</u></b>			
Maintenance Fund Contributions	2,500.01	5,000.00	5,000.02
Maint. Fund - Post Agm Adjust	1,249.21	0.00	0.00
Penalty Interest M/Fund	2.05	0.00	15.49
<b><u>TOTAL MAINTENANCE FUND INCOME</u></b>	<b>3,751.27</b>	<b>5,000.00</b>	<b>5,015.51</b>
<b><u>MAINTENANCE FUND EXPENDITURE</u></b>			
General Repairs & Maintenance	0.00	0.00	11,620.13
<b><u>TOTAL MAINTENANCE EXPENDITURE</u></b>	<b>0.00</b>	<b>0.00</b>	<b>11,620.13</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 3,751.27</b>	<b>\$ 5,000.00</b>	<b>\$ (6,604.62)</b>
Maintenance Opening Balance	18,965.41	18,965.41	25,570.03
<b><u>MAINTENANCE FUND BALANCE</u></b>	<b>\$ 22,716.68</b>	<b>\$ 23,965.41</b>	<b>\$ 18,965.41</b>

**Plan of Subdivision No. 641235V**12 Kirkland Court  
Epping VIC  
3076**ACCOUNTS SUMMARY**

1 January 2024 to 30 July 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>12050</b>	<b>Administrative Fund</b>	<b>ACCOUNTING &amp; LODGEMENT</b>	
06/03/24	REVIEW STMT 31DEC23	Michael Jensen&Associates	550.00
	<b>Total:</b>		<b>550.00</b>
<b>122</b>	<b>Administrative Fund</b>	<b>STRATA PAY</b>	
28/03/24	StrataPay Trans/Svce		2.85
30/04/24	StrataPay Trans/Svce		4.75
31/05/24	StrataPay Trans/Svce		37.05
28/06/24	StrataPay Trans/Svce		6.65
	<b>Total:</b>		<b>51.30</b>
<b>135</b>	<b>Administrative Fund</b>	<b>GARDENING</b>	
01/02/24	19JAN&01FEB24	Duho Services Pty Ltd	990.00
14/02/24	Opening Balance		495.00
14/02/24	GARDENING 14FEB24	Duho Services Pty Ltd	495.00
28/02/24	GARDENING 27FEB24	Duho Services Pty Ltd	495.00
19/03/24	GARDENING 15MAR24	Duho Services Pty Ltd	495.00
28/03/24	GARDENING 27MAR24	Duho Services Pty Ltd	495.00
30/04/24	GARDENING 12&24APR24	Duho Services Pty Ltd	990.00
06/06/24	GARDENING 08&24MAY24	Duho Services Pty Ltd	990.00
20/06/24	GARDENING JUN 2024	Duho Services Pty Ltd	1,188.00
27/07/24	GARDENING JUL 2024	Duho Services Pty Ltd	990.00
	<b>Total:</b>		<b>7,623.00</b>
<b>136</b>	<b>Administrative Fund</b>	<b>GENERAL REPAIRS &amp; MAINTENANCE</b>	
28/02/24	HARD WASTE REMOVAL	Duho Services Pty Ltd	566.50
29/02/24	METER BOX KEY	Asap Locksmith	107.00
02/05/24	BRANCH REMOVAL	Same Day Tree Works	385.00
	<b>Total:</b>		<b>1,058.50</b>
<b>143</b>	<b>Administrative Fund</b>	<b>INSURANCE- PREMIUM</b>	
14/02/24	Opening Balance		16,488.30
12/07/24	RENEWAL 2024/2025	Resolute Property Protect P/L	32,214.96
	<b>Total:</b>		<b>48,703.26</b>
<b>1439</b>	<b>Administrative Fund</b>	<b>INSURANCE VALUATION</b>	
09/02/24	VALUATION REPORT	Acumentis Pty Ltd	1,490.00
06/06/24	INSURANCE VALUATION	Acumentis Pty Ltd	850.00
	<b>Total:</b>		<b>2,340.00</b>
<b>144</b>	<b>Administrative Fund</b>	<b>LEGAL &amp; DEBT COLLECTION FEES</b>	
14/02/24	Opening Balance		-176.00
06/03/24	DEBT RECOVERY-L.16	Berrigan Doube Lawyers	220.00
04/06/24	Legal & Debt Collect	Mae Chang	-220.00
04/06/24	TITLE SERACH FEE-U.8	Tideways Pty Ltd	17.97

**Plan of Subdivision No. 641235V**12 Kirkland Court  
Epping VIC  
3076**ACCOUNTS SUMMARY**

1 January 2024 to 30 July 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>144</b>	<b>Administrative Fund</b>	<b>LEGAL &amp; DEBT COLLECTION FEES</b>	
12/07/24	Legal & Debt Collect	Mae Chang	-1,095.38
12/07/24	DEBT RECOVERY- L16	Berrigan Doube Lawyers	712.80
12/07/24	DISBURSEMENT	Berrigan Doube Lawyers	382.58
	<b>Total:</b>		<b>-158.03</b>
<b>150</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEES</b>	
01/02/24	Management Fees	Tideways Pty Ltd	1,700.42
14/02/24	Opening Balance		1,920.60
01/03/24	Management Fees	Tideways Pty Ltd	1,700.42
03/04/24	Management Fees	Tideways Pty Ltd	1,700.42
01/05/24	Management Fees	Tideways Pty Ltd	1,700.42
04/06/24	Management Fees	Tideways Pty Ltd	1,700.42
08/07/24	Management Fees	Tideways Pty Ltd	1,700.42
	<b>Total:</b>		<b>12,123.12</b>
<b>1501</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEES- ADDITIONAL</b>	
14/02/24	Opening Balance		965.33
	<b>Total:</b>		<b>965.33</b>
<b>150101</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEES- ADDIT OC1</b>	
27/02/24	Additional Fees OC1	Tideways Pty Ltd	375.00
29/04/24	Additional Fees OC1	Tideways Pty Ltd	250.00
30/05/24	Additional Fees OC1	Tideways Pty Ltd	250.00
29/07/24	Additional Fees OC1	Tideways Pty Ltd	100.00
	<b>Total:</b>		<b>975.00</b>
<b>1505</b>	<b>Administrative Fund</b>	<b>MANAGEMENT FEE - DISBURSEMENTS</b>	
01/02/24	Disbursement Fees	Tideways Pty Ltd	316.54
14/02/24	Opening Balance		550.00
01/03/24	Disbursement Fees	Tideways Pty Ltd	316.54
03/04/24	Disbursement Fees	Tideways Pty Ltd	316.54
01/05/24	Disbursement Fees	Tideways Pty Ltd	287.08
04/06/24	Disbursement Fees	Tideways Pty Ltd	287.08
08/07/24	Disbursement Fees	Tideways Pty Ltd	287.08
	<b>Total:</b>		<b>2,360.86</b>
<b>15460</b>	<b>Administrative Fund</b>	<b>SEALS, SIGNAGE &amp; NOTICE BOARDS</b>	
27/02/24	ACRYLIC PLAQUE	Knox Signage&Printing Pty Ltd	64.30
28/06/24	PLAQUE INSTALL	Core Maintenance And Cleaning	132.00
	<b>Total:</b>		<b>196.30</b>
<b>158</b>	<b>Administrative Fund</b>	<b>WASTE MANAGEMENT</b>	
31/01/24	JAN 2024	Idump - Ikon Waste Solutions	3,300.00
29/02/24	FEB 2024	Idump - Ikon Waste Solutions	2,640.00



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## Plan of Subdivision No. 641235V

12 Kirkland Court  
Epping VIC  
3076

### ACCOUNTS SUMMARY

1 January 2024 to 30 July 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>158</b>	<b>Administrative Fund</b>	<b>WASTE MANAGEMENT</b>	
31/03/24	MAR 2024	Idump - Ikon Waste Solutions	2,640.00
30/04/24	APR 2024	Idump - Ikon Waste Solutions	2,640.00
31/05/24	MAY 2024	Idump - Ikon Waste Solutions	3,300.00
30/06/24	JUN 2024	Idump - Ikon Waste Solutions	2,640.00
	<b>Total:</b>		<b>17,160.00</b>



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## Plan of Subdivision No. 641235V

12 Kirkland Court  
Epping VIC  
3076

### CREDITORS BALANCE REPORT

30 July 2024

Account No

08201298  
08201954

**Total**

Name

Resolute Property Protect P/L  
Duho Services Pty Ltd

Amount

-32,214.96  
-990.00

**-33,204.96**

INFORMATION ONLY





**MINUTES OF THE 2023 ANNUAL GENERAL MEETING**  
**OWNERS CORPORATION PLAN NO. PS641235V**  
**12 KIRKLAND COURT, EPPING VIC 3076**

The meeting of the Owners Corporation was held via Zoom on  
**Thursday – March 28th 2024 at 5:30pm**

**1. Registration of Attendance, Apologies, Proxies**

**1.1 Present**

<u>Name</u>	<u>Lot No.</u>
Kalliopi Jones	19
Jacqueline Logiurato	24

**1.2 Apologies**

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**1.3 Proxies**

(Owner Name)	(Lot number)	In favour of (Proxy Name)
Kira Ridi	17	Kalliopi Jones

**1.4 Other Attendees**

Emily Murray	<i>Senior Owners Corporation Manager, Tideways Pty Ltd</i>
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**1.5. Quorum**

As less than 50% of 53 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting proceeded with all decisions being “interim decisions”. The interim decisions will become decisions of the Owners Corporation if no petitions are received within 29 days from the date of the meeting as per s78. of the Act.

**Owners Corporation Act 2006**

**Section 78. Can a general meeting proceed even without a quorum?**

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation:
  - a) Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - b) If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - c) If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.



Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 29 day period.

## **2. Adoption of Meeting Rules**

**IT WAS RESOLVED** that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.

## **3. Appointment of chair of the meeting**

**IT WAS RESOLVED** that Emily Murray be appointed to chair the meeting.

## **4. Voting procedure**

**IT WAS RESOLVED** that the votes on all motions will be done via electronic voting .

## **5. Minutes of the previous annual general meeting from previous OCM**

**IT WAS RESOLVED** that the Minutes of the previous Annual General Meeting for Owners Corporation PS641235V on 20 March 2023 be confirmed as a true and accurate record of that meeting.

## **6. Owners corporation reports**

### **6.1. Committee Report**

There was no Committee Report.

### **6.2. Manager's report**

**IT WAS RESOLVED** to receive the Manager's Report attached to the Notice of Meeting.

## **7. Financial Matters**

### **7.1. Financial statements for the period 01/01/2023 – 31/12/2023**

**IT WAS RESOLVED** that the independently reviewed financial statements for the period 01/01/2023-31/12/2023 be received and accepted as tabled.

## **8. Maintenance plan**

**IT WAS RESOLVED** that the Owners Corporation resolves to approve and adopt the maintenance plan as prepared by Acumentis (attached to this notice).

## **9. Annual budget and fees for the financial year 01/01/2024-31/12/2024**

### **9.1. Administration fund budget**

**IT WAS RESOLVED** that the proposed annual administration fund budget for the financial year 01/01/2024-31/12/2024 of \$118,142.00 (plus GST, where applicable) be approved.



## 9.2. Administration fund fees

**IT WAS RESOLVED** that the annual administrative fund fees for the financial year 01/01/2024-31/12/2024 of \$120,000.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

As levies have already been issued at the old rate for a portion of the current financial year, it is intended the difference will be added as a one-off charge to the next levy instalment.

## 10. Maintenance fund fees

**IT WAS RESOLVED** that the annual maintenance fund fees for the financial year 01/01/2024-31/12/2024 of \$5,000.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

## 11. Compliance

### 11.1. Occupational health & safety report

Members are reminded that compliance with the OH&S laws is an ongoing obligation. Members should regularly monitor the property and immediately advise the Manager of any required maintenance or safety issues at the property.

**IT WAS RESOLVED** to ascertain quotes to prepare a OH&S report by a suitably qualified contractor.

## 12. Insurance

### 12.1. Insurance policy details

Insurance Broker:	Whitbread Pty Ltd
Insurer:	CHU Underwriting Agency Pty Ltd
Policy:	HU0047236
Building Cover:	\$13,680,000
Period:	17/07/2023 - 17/07/2024
Public Liability:	\$30,000,000
Office Bearers Cover:	Not selected
Premium:	\$10,552.69

### 12.2. Building reinstatement and replacement valuation

The last Building reinstatement and replacement cost valuation was completed 19 September 2022.

It was resolved to ascertain quotes for an revised insurance valuation.

### 12.3. Insurance Renewal

**IT WAS RESOLVED** that the Owners Corporation Committee is delegated the authority on behalf of the Owners Corporation to select and approve the most appropriate insurance renewal policy based on quotes and recommendations put forward by the insurance broker.

**IT WAS RESOLVED** that should the Committee not provide clear instruction to the Manager at least five (5) business days prior to the policy expiry, a Standing Direction be given to the Owners Corporation Manager to renew the insurance policy at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the replacement and reinstatement report, whichever is greater.

### **Personal/Owners contents & legal liability**

*Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains and light fittings).*

## **13. Debt recovery, interest and arrears**

### **13.1. Charging of penalty interest**

**IT WAS RESOLVED** that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other lesser amount as included in the Owners Corporation rules. The maximum penalty rate is 10% p.a. which is calculated daily on overdue fees.

### **13.2. Lot owners in arrears**

**IT WAS RESOLVED** that the Owners Corporation may initiate legal proceedings against a lot owner if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with recovering the money owed, including solicitors' charges, will be invoiced to the Owners Corporation account of the relevant lot owner and the relevant lot owner will be liable for all of those costs. The Owners Corporation manager is authorised to take any action necessary to facilitate the recovery of debt.

### **13.3. Cost Recovery**

**IT WAS RESOLVED** that any person responsible for the Owners Corporation incurring costs and expenses because of a default or breach of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2018 or the rules of the Owners Corporation will be liable and responsible for paying those costs and expenses and the Owners Corporation is empowered to take any action necessary to recover the costs and expenses from that person.

## **14. Committee of Management**

### **14.1. Committee of Management**

The Owners Corporation called for nominations for a Committee of no less than three (3) and no more than seven (7) members, such committee to serve until the next AGM.

**IT WAS RESOLVED** that a Committee of three members be appointed until the next Annual General Meeting:

<b><u>Name</u></b>	<b><u>Lot No.</u></b>
Kira Ridi	17
Kalliopi Jones	19
Jacqueline Logiurato	24

### **14.2. Delegation to the committee**

It is noted that the Committee is delegated all the powers and functions that may be delegated under s11 of the Owners Corporations Act 2006.



## **15. Appointment of Manager**

### **15.1. Contract of Appointment**

Tideways Management contract with your Owners Corporation is current until 1 December 2025.

### **15.2. Delegation to the Manager**

It is noted that pursuant to Section 11 of the Act, the Owners Corporation delegates powers and functions to the Manager as set out in the Act and in the Contract of Appointment.

## **16. General Business**

**16.1** Tideways to organize change over of OC plaque.

**16.2** Tideways to organise signage and locks for the meter boxes. Signage to instruct residents to contact Tideways for meter numbers.

**THE MEETING WAS DECLARED CLOSED AT 6.30PM**

**Date of issue**  
26/07/2024

**Assessment No.**  
820928

**Certificate No.**  
163067

**Your reference**  
73657213-020-2

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 47/12 Kirkland Court EPPING 3076

**Description:** LOT: 45 PS: 641235V

**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	\$330,000	\$85,000	\$16,500

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

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

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

#### Rates & charges

General rate levied on 01/07/2024	\$772.79
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$28.71
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 26/07/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$950.15</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$950.15</b>
--	-----------------

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

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

**Phone:** 9217 2170

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

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

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

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

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

## 6. Other information:



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 **820928**



Phone 1300 301 185  
Ref **820928**



Biller Code **5157**  
Ref **820928**

25th July 2024

Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA

Dear Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	47/12 KIRKLAND COURT EPPING 3076
<b>Applicant</b>	Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA LANDATA
<b>Information Statement</b>	30869989
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	4570

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	47/12 KIRKLAND COURT 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	47/12 KIRKLAND COURT EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

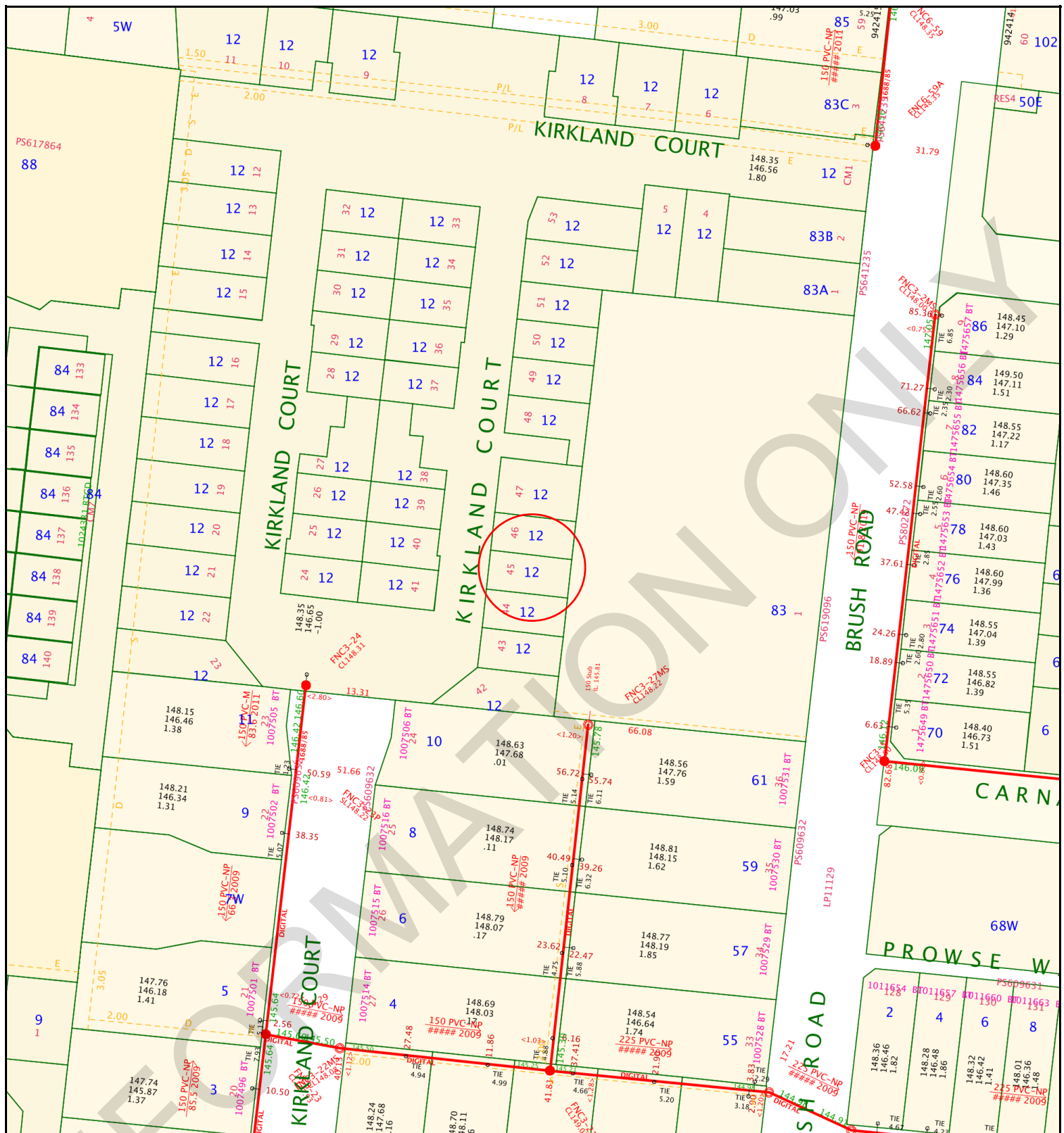
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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.



**Yarra Valley Water**  
**Information Statement**  
**Number: 30869989**

Address	47/12 KIRKLAND COURT EPPING 3076
Date	25/07/2024
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Callahans Lawyers C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 1302881657  
**Rate Certificate No:** 30869989

**Date of Issue:** 25/07/2024  
**Your Ref:** 4570

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 47/12 KIRKLAND CT, EPPING VIC 3076	45\PS641235	5027613	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
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			
Balance Brought Forward			\$0.00
Total for This Property			\$193.11



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 5027613

**Address:** UNIT 47/12 KIRKLAND CT, EPPING VIC 3076

**Water Information Statement Number:** 30869989

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 13028816573

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**