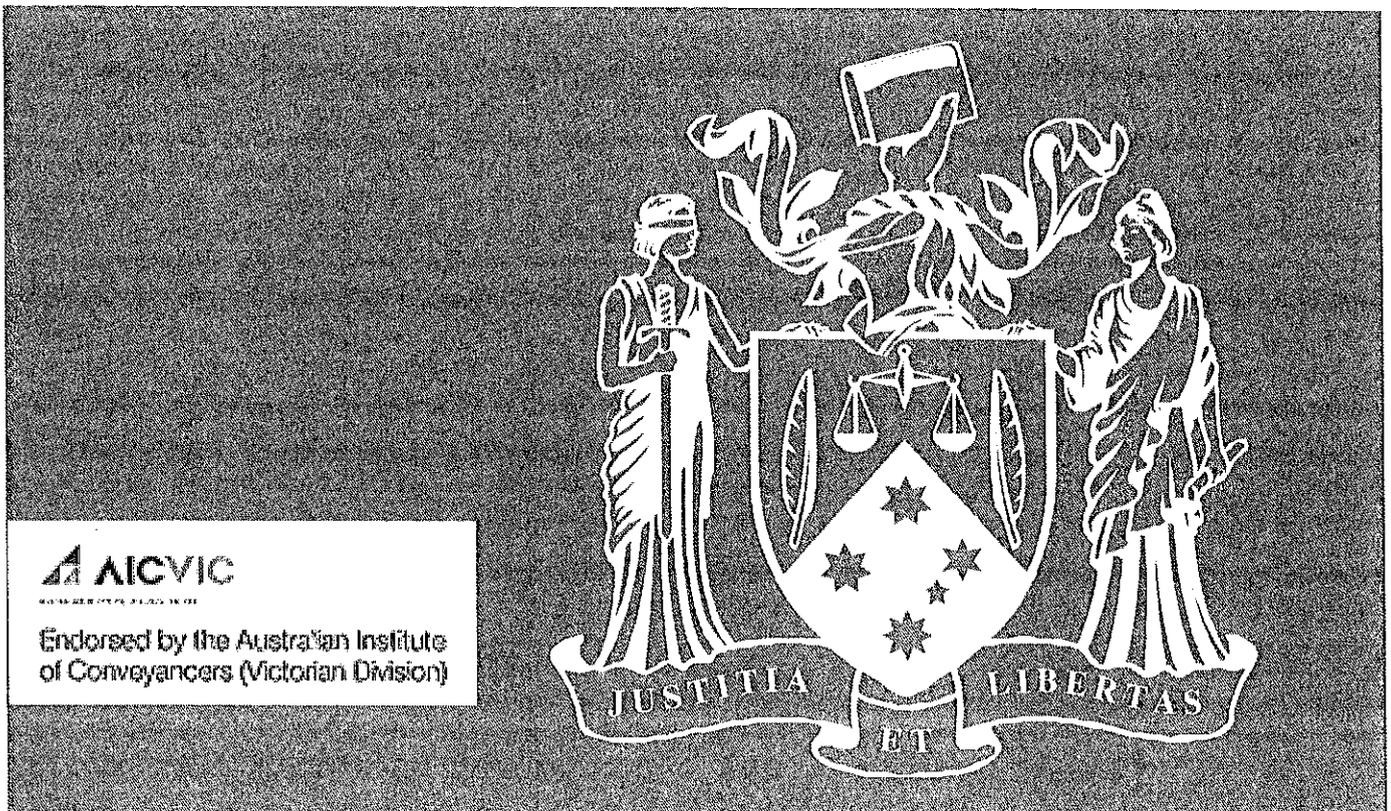




# Contract of sale of land

**Property:** 33 The Crest, Attwood 3049

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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

### Copyright

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### Disclaimer

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

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

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

**WARNING TO ESTATE AGENTS**

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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

.....

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

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

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

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

**Print name(s) of person(s) signing: SOUNDERARAJEN PAKIRY POULLE AND AMBRAVADEE NARAINSAMY**

.....

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

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

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## Particulars of sale

### Vendor's estate agent

Name: Jason Real Estate Pty Ltd  
Address: 201B Melrose Drive, Tullamarine, VIC 3043  
Email: jason@jasonrealestate.com.au

Tel: 9338 6411      Mob: 0419 332 536      Fax: 9338 6548      Ref:

### Vendor

Name: **SOUNDERARAJEN PAKIRY POULLE AND AMBRAVADEE NARAINSAMY**  
Address: 33 The Crest, Attwood, VIC 3049

### Vendor's legal practitioner or conveyancer

Name: Prestige Conveyancing Services  
Address: AEROCORP BUSINESS PARK 76, 2 Thomsons Road, KEILOR PARK 3042  
Email: [natalie@prestigeconveyancing.com.au](mailto:natalie@prestigeconveyancing.com.au)  
Tel: : 03 8307 5399      Ref: NA:250304

### Purchaser's estate agent

Name: .....  
Address: .....  
Email: .....  
Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Purchaser

Name:.....  
Address:.....  
ABN/ACN:.....  
Email:.....

### Purchaser's legal practitioner or conveyancer

Name:.....  
Address:.....  
Email:.....  
Tel: ..... Fax: ..... DX:..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10551	Folio	958	37	PS430235X

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **33 The Crest, Attwood 3049**

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

All fittings and fixtures of a permanent nature as inspected including evaporative cooling, central gas heater, internal blinds, TV antenna, solar panels, gas cook top, oven dishwasher, remote gate and garage.

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

is due on \_\_\_/\_\_\_/2025

**Lease** (general condition 5.1)

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

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

- a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:  
 (or another lender chosen by the purchaser)  
 Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special conditions

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

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

## 1. Amendments to General Conditions

- (a) General Conditions 31.4, 31.5, 31.6 and 35.3(b) do not apply to this contract.
- (b) For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (c) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## 2. Warranties and Exclusions

The Purchaser acknowledges that:

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

## 3. Guarantee of Company

If the Purchaser is a company not listed on the first board of any stock exchange in Australia (or is not a subsidiary of a company which is so listed) the Purchaser shall provide on the Day of Sale a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors.

If the Purchaser is a subsidiary of a company which is so listed the Purchaser shall provide on the Day of Sale a Guarantee and Indemnity in the annexed form duly executed by the listed company.

## 4. Settlement

The failure to settle pursuant to General Condition 17.2 shall be a default under this contract pursuant to General Condition 34.

## 5. Reasonably Foreseeable Loss

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

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on any such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and own client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of any property;
- (f) Any costs, fees or expenses payable by the Vendor to the Vendor's mortgagee and any other third parties as a result of the postponement including but not limited to re-booking fees and settlement fees.

## 6. Identity

- (a) The Purchaser admits the identity of the Property with that described in the Particulars of Sale and agrees that no objection shall be taken or requisitions made and no compensation shall be claimed or allowed nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same as shown or described in the Particulars of Sale.

- (b) Any fence or wall purporting to be on a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary the Purchaser will not have any claim on that ground against the Vendor.

#### **7. Improvements**

- (a) The Purchaser acknowledges that it has purchased the Property as a result of its own inspections and enquiries in relation to all buildings, structures and improvements and accepts their condition as at the day of sale and acknowledges that the Vendor does not warrant that any building, structure, fixture or other improvement is free from defect or fit for any particular use.
- (b) The Vendor makes no representations that any improvements on the land or any alteration, addition or demolition works to the property comply with the Victoria Building Regulations, the requirement of the Local Municipal Council or other statutory authority or any other statutory requirement. The Purchaser may not make any requirements or claim any compensation for any alleged noncompliance or call upon the Vendor to bear all or any part of the costs of compliance.

#### **8. Non-Merger of Obligations on Completion**

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this Contract shall not merge with any conveyance, transfer or assignment or registration of any of the foregoing.

#### **9. Interpretation**

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing any gender include the other genders;
- (c) References to a person includes a corporation;
- (d) References to a person include the legal personal representatives, successors and assigns of that person;
- (e) Headings shall be ignored in construing this Contract;
- (f) An obligation of two or more parties shall bind them jointly and each of them severally;
- (g) References to a person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- (h) Any party may, at its election, by written notice waive any and all of the conditions to which its obligations under this Contract are subject or conditions which are expressed for the benefit of that party and any waiver may be made subject to any conditions the party making the waiver stipulates in the notice and shall operate from the date of the notice unless otherwise specified;
- (i) This Contract may not be amended, modified or supplemented except in writing executed by persons duly authorised by each of the parties or by a waiver in accordance with this Contract;
- (j) A reference in these Special Conditions to an Act of Parliament includes a reference to that Act as amended, replaced or consolidated for the time being and all regulations made thereunder.

#### **10. Rescheduling Settlement**

- (a) The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with Cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b) The Purchaser will be liable for administrative fees being \$200 plus GST per cancellation and or rescheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c) The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

#### **11. Auction**

The Property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction of the auction shall be set out in Schedule 1 of the Sales of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.



## **NOTICE TO PURCHASER**

**Property: 33 The Crest, Attwood, Victoria 3049**

**Vendor: SOUNDERARAJEN PAKIRY POULLE and  
AMBRAVADEE NARAINSAMY**

1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

# Sale of Land Regulations 2014

## SCHEDULE 1

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## SCHEDULE 5

### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

#### Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

#### Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

#### Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

#### What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

#### Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

#### Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

#### Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Sch. 5

Substantial penalties apply to any person who does any of the things in this list.

#### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

#### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

#### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

#### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the **Sale of Land (Public Auctions) Regulations 2014**. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

---

## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

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

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

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

**16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

**17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5, "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible --
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

**19. GST**

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of Section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

**20. LOAN**

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

**21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

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

**23. ADJUSTMENTS**

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

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition:despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner, conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Vendor Statement

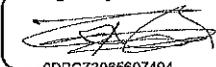
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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

The vendor may sign by electronic signature.

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

<b>Land</b>	33 The Crest, Attwood 3049
-------------	----------------------------

<b>Vendor's name</b>	SOUNDERARAJEN PAKIRY POULLE	<b>Date</b> 28/3/2025
<b>Vendor's signature</b>	Signed by:  9DBC73085607494...	

<b>Vendor's name</b>	AMBRAVADEE NARAINSAMY	<b>Date</b> 1/4/2025
<b>Vendor's signature</b>	Signed by:  9225431ADDBA4C1...	

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 112
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Are contained in the attached certificates and/or statements.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

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

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

Not Applicable.

**8 SERVICES**

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

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

**9 TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

**10 SUBDIVISION**

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

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

Not Applicable.

**11 DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12 DUE DILIGENCE CHECKLIST**

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

**13 ATTACHMENTS**

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

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

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



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

Page 1 of 2

VOLUME 10551 FOLIO 958

Security no : 124122742648G  
Produced 12/03/2025 11:01 AM

**LAND DESCRIPTION**

Lot 37 on Plan of Subdivision 430235X.  
PARENT TITLE Volume 10529 Folio 978  
Created by instrument PS430235X Stage 3 02/11/2000

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
SOUNDERARAJEN PAKIRY POULLE  
AMBRAVADEE NARAINSAMY both of 33 THE CREST ATTWOOD VIC 3049  
AF633483F 06/02/2008

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AF633484D 06/02/2008  
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  
W475172L 17/12/1999

**DIAGRAM LOCATION**

SEE PS430235X 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: 33 THE CREST ATTWOOD VIC 3049

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

**OWNERS CORPORATIONS**

The land in this folio is affected by



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

Page 2 of 2

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OWNERS CORPORATION PLAN NO. PS430235X

DOCUMENT END



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Document Type	<b>Plan</b>
Document Identification	<b>PS430235X</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>12/03/2025 11:01</b>

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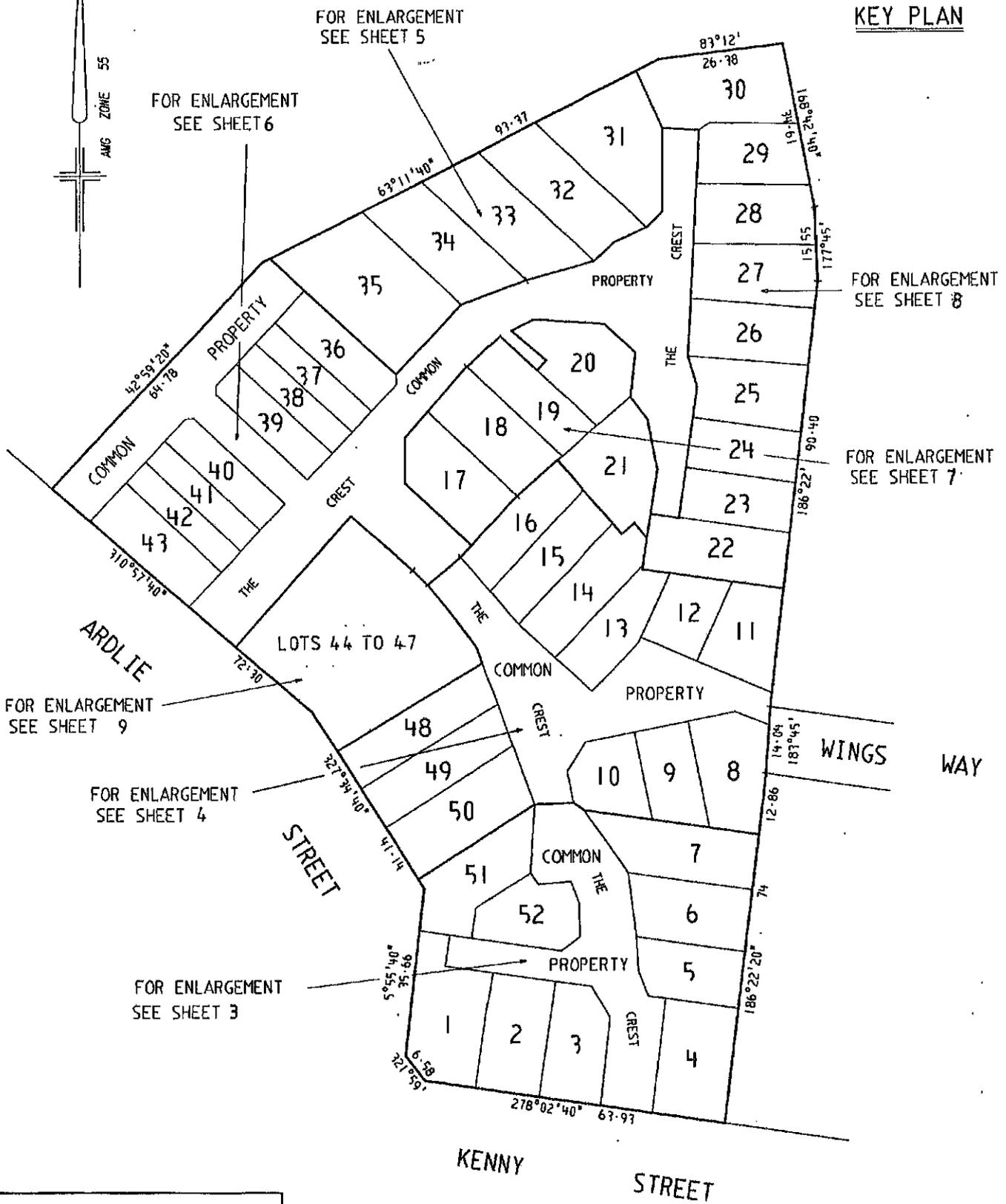
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	<b>PLAN OF SUBDIVISION</b>	STAGE No.	LTO USE ONLY <b>EDITION 6</b>	PLAN NUMBER PS 430235X
<b>LOCATION OF LAND</b> PARISH: WILL WILL ROOK  TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 10 (PART) LTO BASE RECORD: DCMB TITLE REFERENCES: VOL:10473FOL:477  LAST PLAN REFERENCE: LOT A PS:426587N POSTAL ADDRESS: KENNY STREET, (AT TIME OF SUBDIVISION) ATTWOOD, 3049  AMG CO-ORDINATES: E 313 720 (OF APPROX. CENTRE OF PLAN) N 5 828 100 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME : HUME CITY COUNCIL REF : 53207 <del>1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.</del> 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 29/11/99 <del>3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.</del> <b>OPEN SPACE</b> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS /- HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE-		
<b>VESTING OF ROADS OR RESERVES</b>		COUNCIL DELEGATE COUNCIL SEAL DATE  RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE 16/12/99		
	IDENTIFIER	COUNCIL/BODY/PERSON		
	NIL	NIL		
<b>NOTATIONS</b>				
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.		
THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS		<b>LOTS IN THIS PLAN MAYBE AFFECTED BY ONE OR MORE CORPORATIONS FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT</b>  SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No.		
<b>EASEMENT INFORMATION</b>				LTO USE ONLY
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN				RECEIVED <input checked="" type="checkbox"/>
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	PARTY WALL	0.12	THIS PLAN	RELVANT ABUTTING LOT ON THIS PLAN
E-2	PARTY WALL	0.06	THIS PLAN	RELEVANT ABUTTING LOTS 44 TO 47 ON THIS PLAN
				DATE 17/11/2000  THIS IS AN L.T.O. COMPILED PLAN  CHECKED 6/7/2000 G Neuman Assistant Registrar of Titles
				SHEET 1 OF 9 SHEETS
 breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:9818 0301 fax:9819 5597		LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE ..... DATE 29/11/99 REF: 5009/MD1 VERSION 3		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED G COX	DATE 29-11-99			

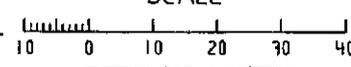
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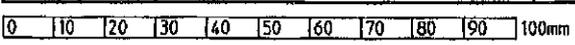
KEY PLAN



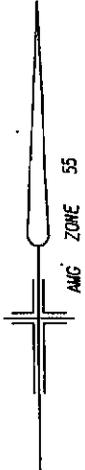
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 11 alfred street, hawthorn, vic 3122  
 ph: 9818 0301 fax: 9819 5597

SHEET 2 OF 9 SHEETS

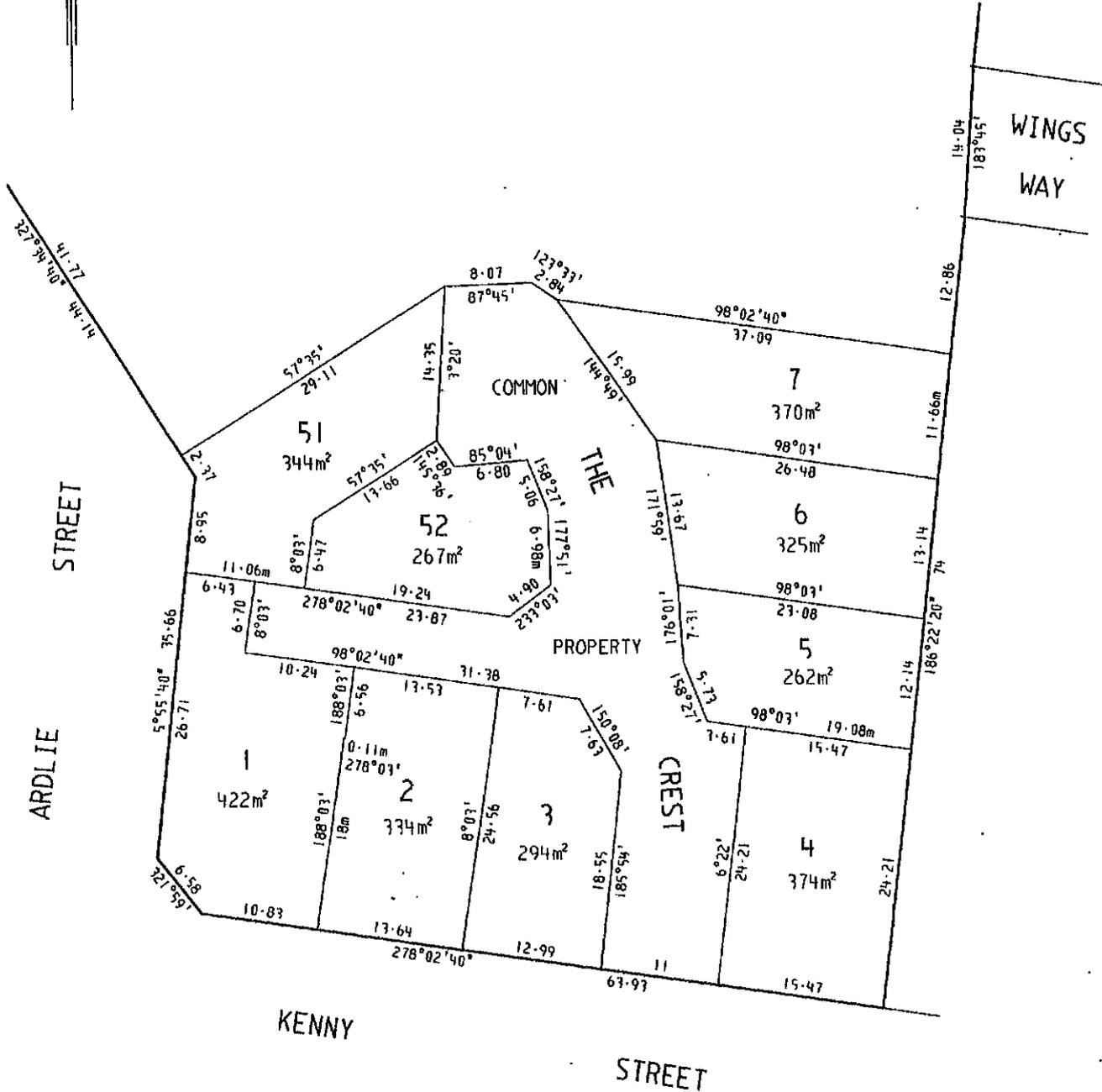
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			REF: 5009/MD7		COUNCIL DELEGATE SIGNATURE



<b>PLAN OF SUBDIVISION</b>	STAGE No.	PLAN NUMBER
		PS 430235X

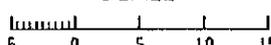


SEE SHEET 4



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ph: 9818 0301 fax: 9819 5597

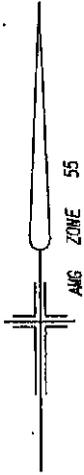
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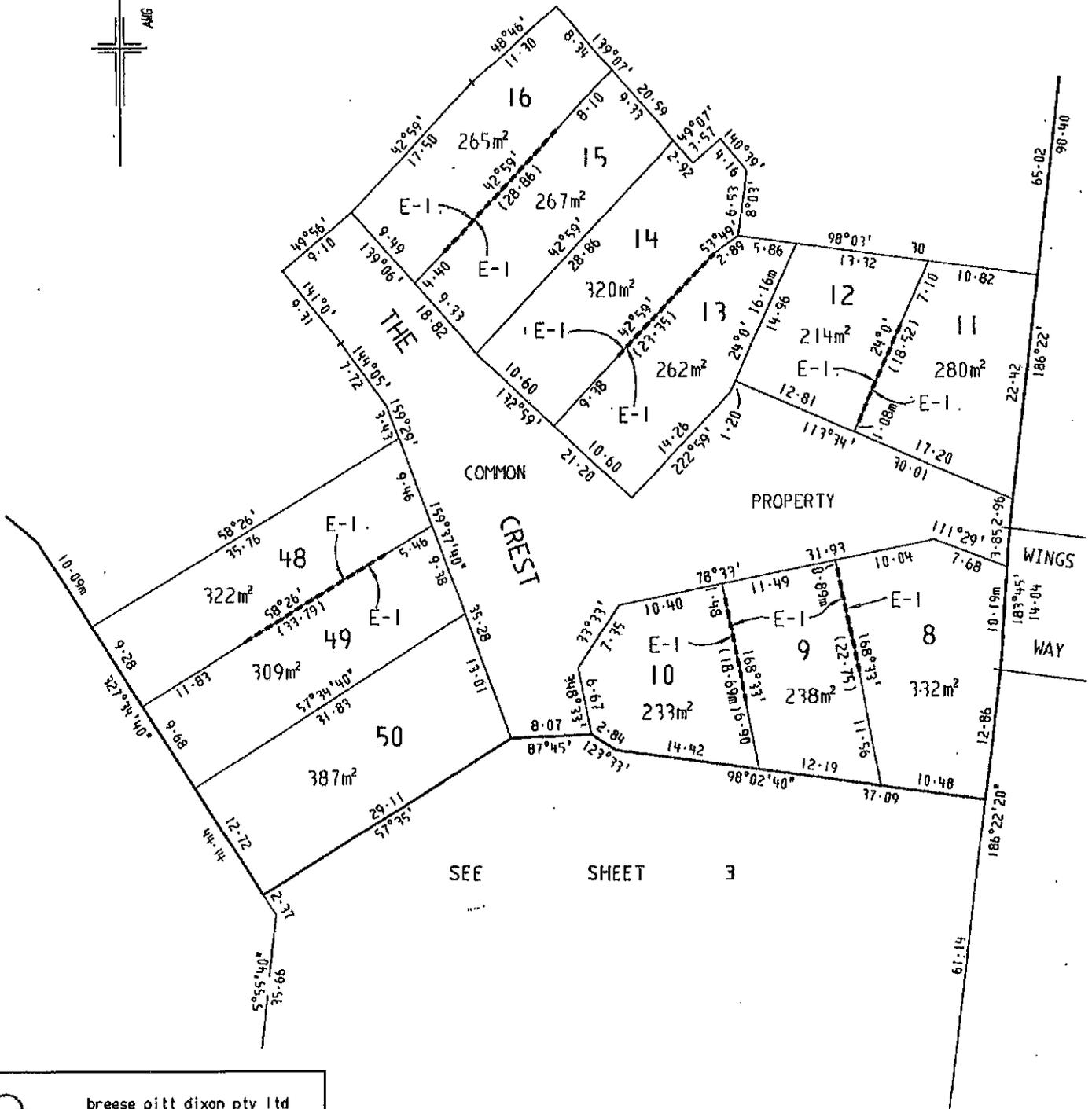
LICENSED SURVEYOR GEOFF W HUMPHREY  
SIGNATURE ..... DATE 29/11/99  
REF: 5009/MD1 VERSION 3

DATE / /  
COUNCIL DELEGATE SIGNATURE

<b>PLAN OF SUBDIVISION</b>	STAGE No.	PLAN NUMBER
		PS 430235X



SEE SHEET 7 & 8



SEE SHEET 3

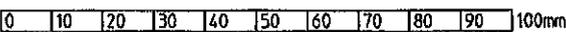
breese pitt dixon pty ltd  
1 alfred street, hawthorn, vic 3122  
ph: 9818 0301 fax: 9819 5597

SHEET 4 OF 9 SHEETS

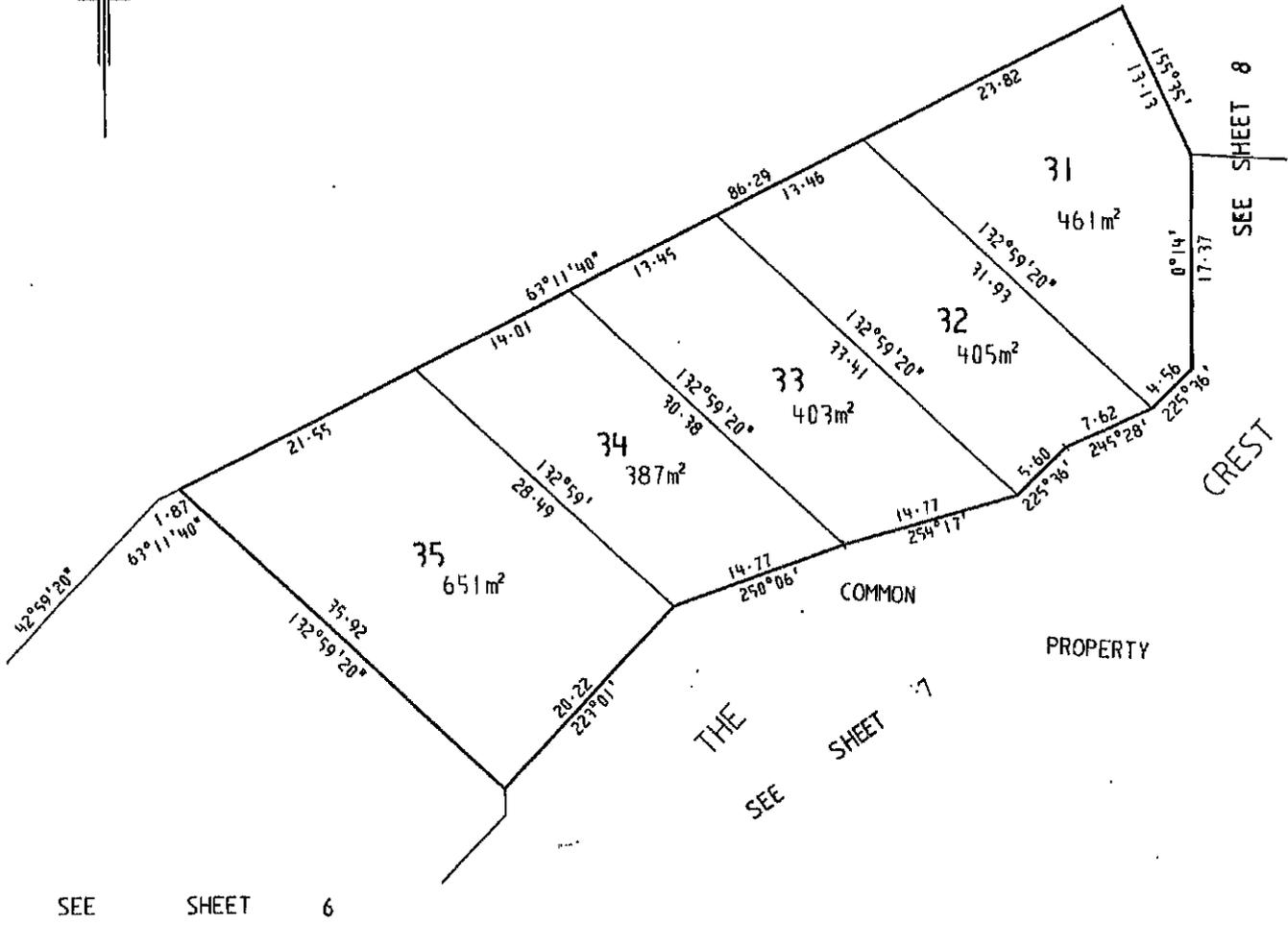
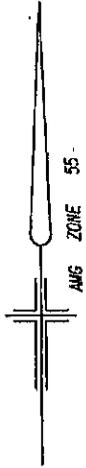
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SIGNATURE ..... DATE 5/6/00  
REF: 5009/MD2 VERSION 2

.....  
DATE / /  
COUNCIL DELEGATE SIGNATURE



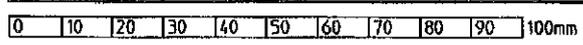
<b>PLAN OF SUBDIVISION</b>	STAGE No.	PLAN NUMBER
		PS 430235X



 breese pitt dixon Pty Ltd  
 1 Alfred Street, Hawthorn, VIC 3122  
 ph: 9818 0701 fax: 9819 5597

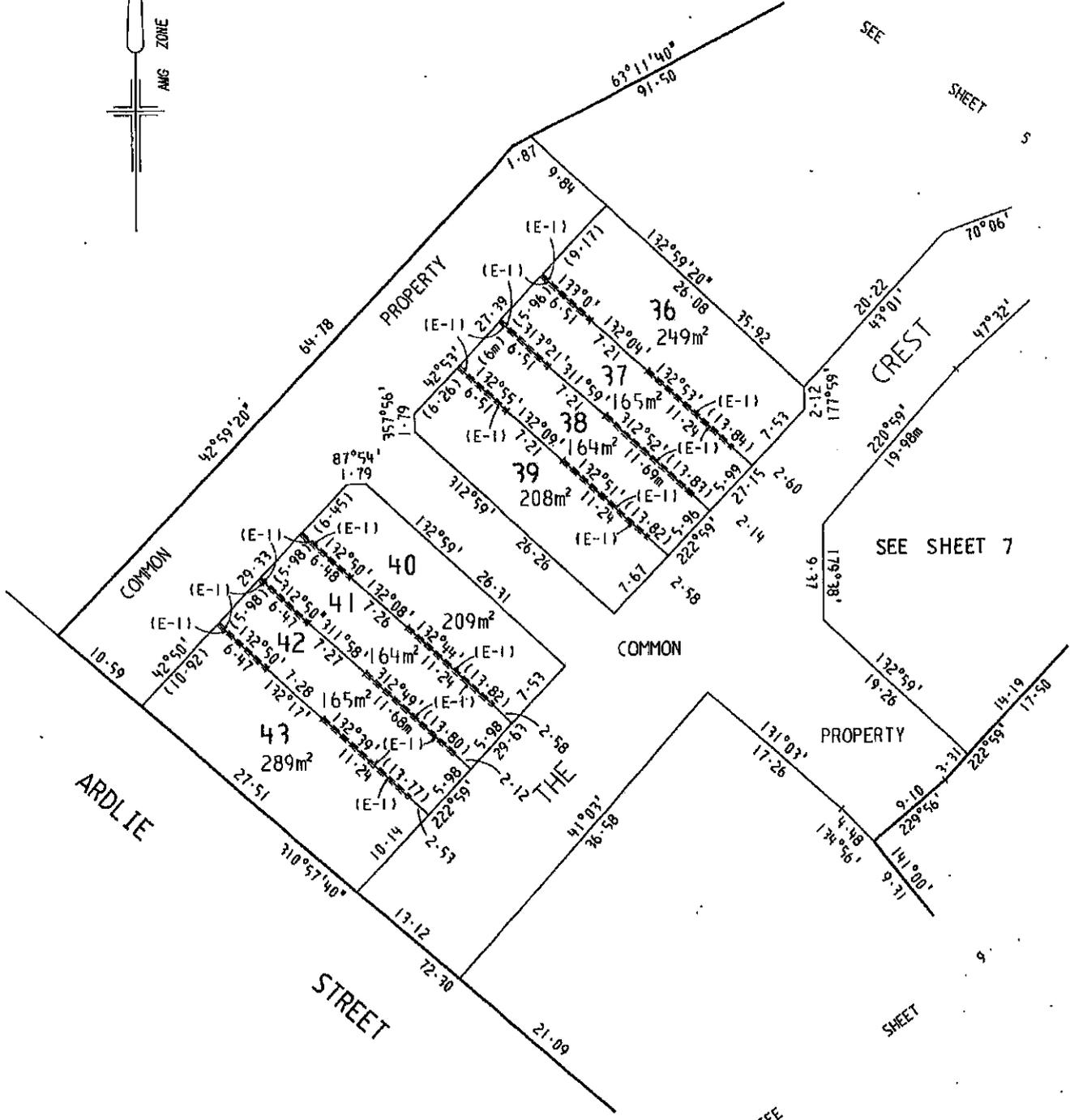
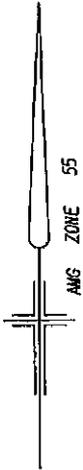
SHEET 5 OF 9 SHEETS

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SHEET SIZE A3	SCALE 1:400	SIGNATURE .....	DATE 09/06/00
	LENGTHS ARE IN METRES	REF: 5009/MD5	VERSION 2



.....  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

<b>PLAN OF SUBDIVISION</b>	STAGE No.	PLAN NUMBER
		PS 430235X



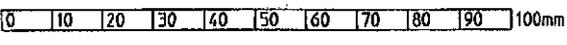
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 1 alfred street, hawthorn, vic 3122  
 ph: 9818 0701 fax: 9819 5597

SHEET 6 OF 9 SHEETS

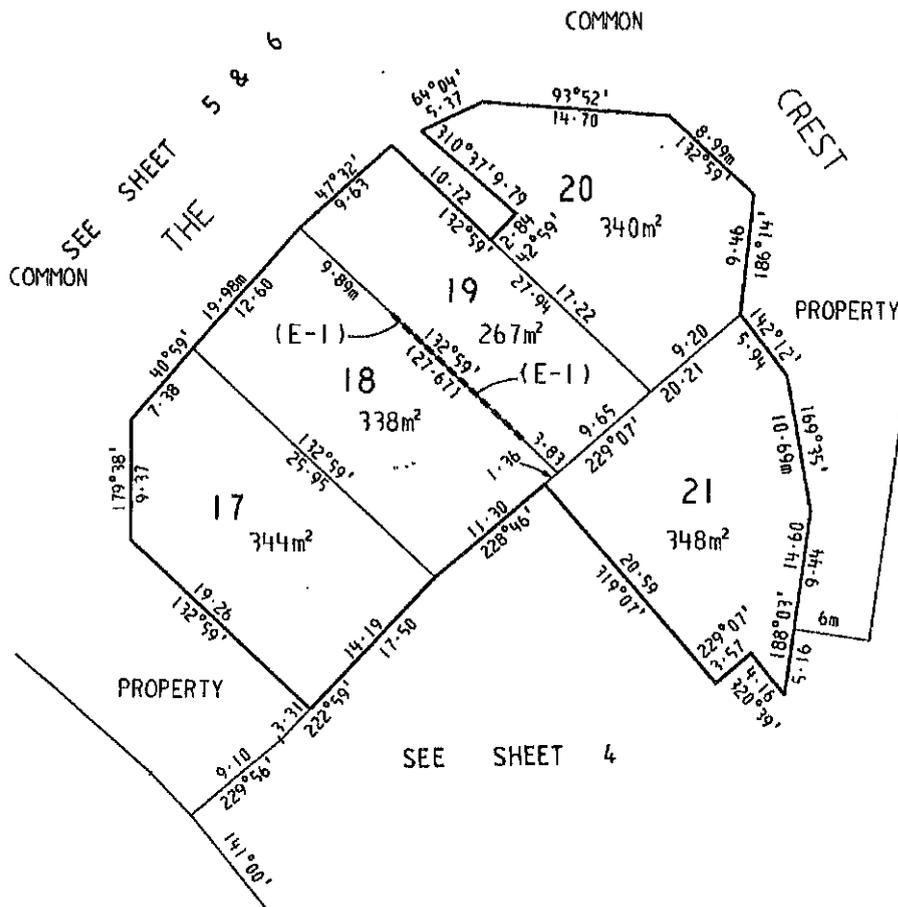
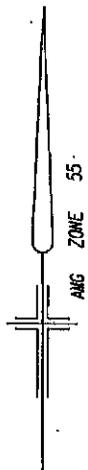
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 REF: 5009/MD3 VERSION 7

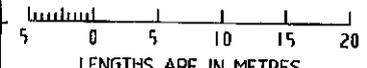
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 DATE / /  
 COUNCIL DELEGATE SIGNATURE



<b>PLAN OF SUBDIVISION</b>	STAGE No.	PLAN NUMBER
		PS 430235X



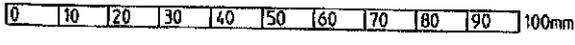

 breese pitt dixon pty ltd  
 1 alfred street, hawthorn, vic 3122  
 ph: 9818 0301 fax: 9819 5597

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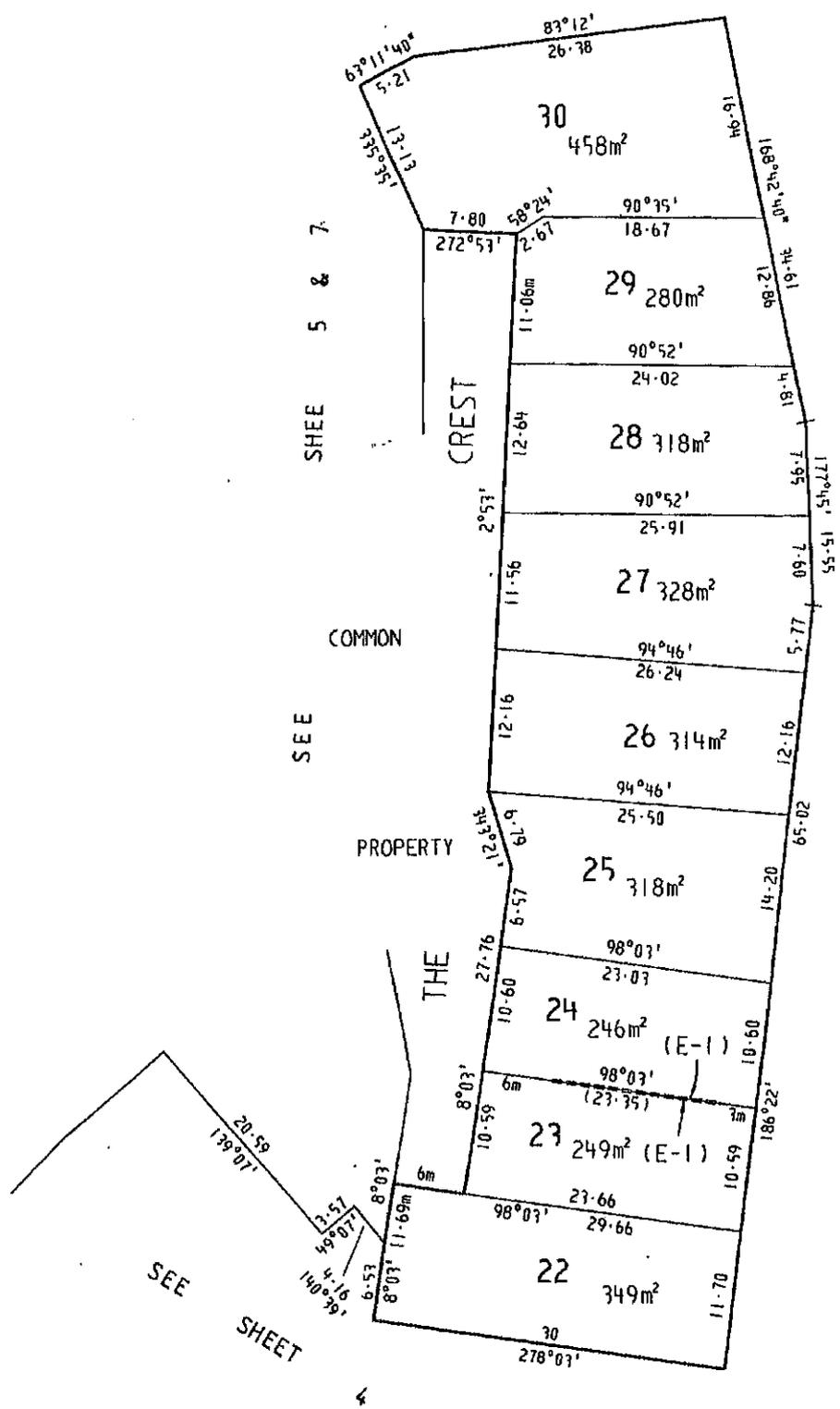
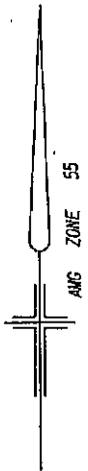
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 SIGNATURE ..... DATE 13/06/00  
 REF: **5009/MD6** VERSION **1**

SHEET 7 OF 9 SHEETS

.....  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE



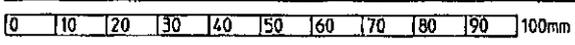
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		PS 430235X



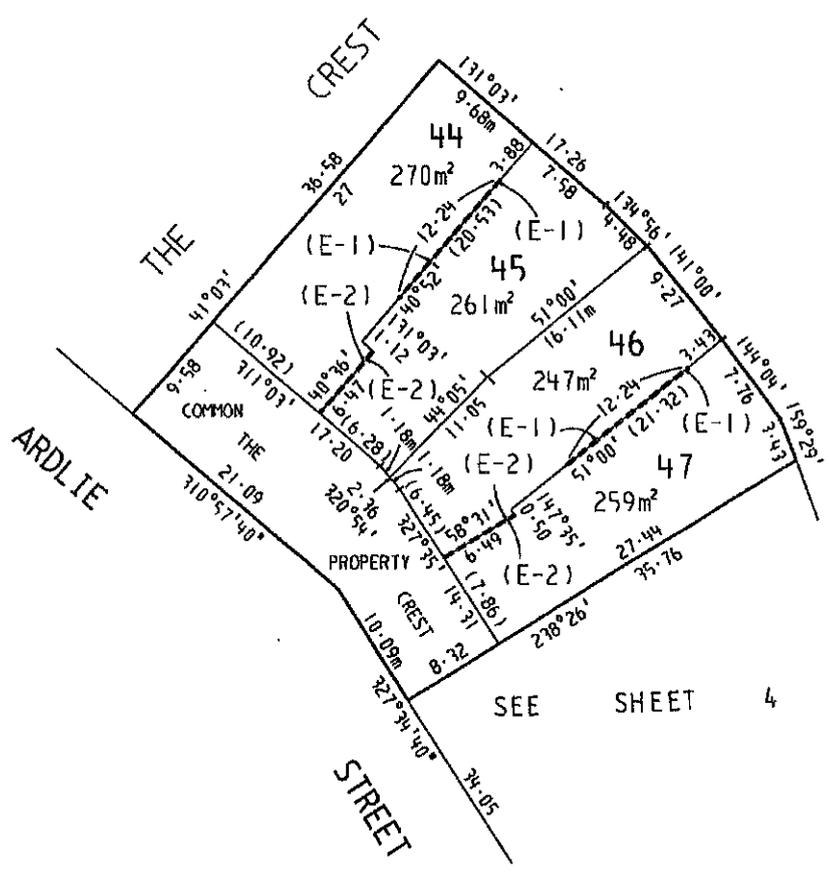
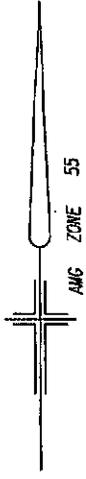
 breese pitt dixon pty ltd  
 1 alfred street, hawthorn, vic 3122  
 ph: 9818 0301 fax: 9819 5597

SHEET 8 OF 9 SHEETS

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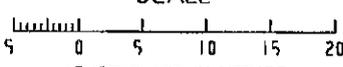
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		PS 430235X

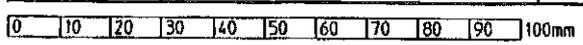


SEE SHEET 4

 breese pitt dixon pty ltd  
 1 alfred street, hawthorn, vic 3122  
 ph: 9818 0701 fax: 9819 5597

SHEET 9 OF 9 SHEETS

ORIGINAL SHEET SIZE A3	SCALE 1:400	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE ..... DATE 1/11/00 REF: 5009/MD4 VERSION 5	DATE / / COUNCIL DELEGATE SIGNATURE
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# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>W475172L</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>12/03/2025 11:01</b>

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W475172L

171299 1323 173



Form 9.1

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

Section 181(1)

*Planning and Environment Act 1987*

Lodged at the Land Registry by:

Name: MIDDLETONS MOORE & BEVINS

Phone: 9640 4204

Address: 200 Queen Street, Melbourne

Ref: CMB:1702190

Customer Code: 1255H

The Authority having made an Agreement requires a recording to be made in the Register for the land.

**LAND** (insert Volume and Folio references of all land affected by Agreement)  
(if part only, define the part)

Certificate of Title Volume ~~10473~~ <sup>10493</sup> Folios ~~477~~ <sup>453 to 462 (both inc)</sup>

AMENDED

17 APR 2000

**RESPONSIBLE AUTHORITY** (name and address)

HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows

With consent of  
Current Practitioner for

*Applicant*

**SECTION AND ACT UNDER WHICH AGREEMENT MADE**

Section 173 Planning and Environment Act 1987

**A copy of the Agreement is attached to this Application**

Signature for the Responsible Authority

*M. Nelthorpe*

Name of Officer:

MICHAEL NELTHORPE

Position of Officer:

Team Leader - Development Services (Planning)

Date:

16.12.99



*DOB 10.12.2000*

DATED:

**HUME CITY COUNCIL**  
(the "Council")

- and -

**AUSTRALAND HOLDINGS LIMITED**  
(the "Owner")

**SECTION 173 AGREEMENT**

**MIDDLETONS MOORE & BEVINS**

Lawyers

Level 29 200 Queen Street  
MELBOURNE VIC 3000

DX 405 Melbourne

Tel: (03) 9205 2000

Fax: (03) 9205 2055

Ref: CMB:1702190

**W475172L**

171299 1323 173



# MIDDLETONS MOORE & BEVINS

## SECTION 173 AGREEMENT

THIS AGREEMENT is made *16th day of December 1999*  
under s173 of the *Planning and Environment Act 1987*.

**BETWEEN:** HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows,  
Victoria (the "Council")

**AND** AUSTRALAND HOLDINGS LIMITED ACN 008 443 696 of 15  
Business Park Drive, Notting Hill, Victoria (the "Owner")

### RECITALS:

- A. The Owner is the registered proprietor (or entitled to be so) and, for the purposes of the Act, the owner of land at the corner of Kenny Street and Ardlie Street otherwise known as Lot A on Plan of Subdivision No. 426587N being the land described in Certificate of Title Volume 10473 Folio 477.
- B. The Council is the responsible authority under the Act for the administration and enforcement of the Hume Planning Scheme, which applies to the Land.
- C. To enable the Land to be used and developed for 52 double storey dwellings and the subdivision of the Land into 52 respective lots, the Council (as responsible authority) on 6 May 1999 issued Planning Permit No. P5217 a condition of which is that an Agreement of the type described in section 173 of the Act be entered into.
- D. It is a condition of the Permit that such Agreement must provide for the following:
  - (a) provision of access to the internal access road available for use by Council's collection vehicles at all times; and
  - (b) the exemption of Council from any contribution for the maintenance of private roads which may arise from Council's use of those roads for carrying out of services such as rubbish collection.
- E. The Owner intends to subdivide the Land in Stages by means of Plan of Subdivision 430235X. The proposed Stages (Stage 1 having been certified by the Council pursuant to the *Subdivision Act* is to be in accordance with the Stage Sheets 1, 2, 3, 4 and 5 attached hereto.
- F. The parties enter this Agreement:
  - (a) to give effect to the condition in the Permit;

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- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Hume Planning Scheme in respect to the Land and the land in the vicinity of it; and
- (c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.

**THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**PART 1 - INTRODUCTION AND INTERPRETATION**

**1.1 Operation**

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owner acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, section 173) of the Act.

**1.2 Definitions**

In this Agreement, unless the contrary intention appears:

"Act" means the *Planning and Environment Act 1987*;

"Development" when used as a noun means the use or development of the Land proposed by the Permit.

"Internal Access Road" means all Common Property within the proposed Subdivision of the Land, presently shown as "The Crest" in the Plan of Subdivision.

"Land" means the land described in Recital A.

"Obligation" includes covenant, liability or entitlement for a person to do something.

"Permit" means the planning Permit described in Recital C.

"Person" includes a body politic or corporate as well as an individual.

"Plan of Subdivision" means the Plan of Subdivision referred to in Recital D.

"Hume Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Hume Planning Scheme.

**1.3 Interpretation**

In this Agreement, unless the contrary intention appears:

- 1.3.1 a word importing the singular includes the plural, and vice versa;

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- 1.3.2 a word importing a gender includes any other gender;
- 1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- 1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.5 a reference to the "Council" includes its successors and assigns;
- 1.3.6 subject to clause 3.4, a reference to the "Owner" includes its successors, assigns and transferees in all respects to the whole or any part of the Land;
- 1.3.7 the word "Owner" (if the Owner holds the Land on a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;
- 1.3.8 a reference to an Act of Parliament, a legislative enactment or a subordinate instrument or any provision in any of them is a reference to that Act, enactment, instrument or provision as amended, re-enacted or re-made (with or without modification time or a corresponding future Act, enactment, instrument or provision;
- 1.3.9 headings are for guidance only and do not affect the interpretation of this Agreement; and
- 1.3.10 a reference to a person by way of that person's position with the Council includes a person:
  - 1.3.10.1 authorised to carry out the powers, duties and functions of that position at the Council;
  - 1.3.10.2 acting in that capacity; or
  - 1.3.10.3 if that position in the Council ceases to exist, any person exercising any power, duty or function which was previously a power, duty or function of the previous position.

**1.4 Proper Law**

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.





**1.5 Commencement**

This Agreement begins immediately upon execution by the parties.

**1.6 Other Documents**

This Agreement is to be read in conjunction with the Permit and any plans submitted to and approved by the Council in relation to the Permit and the Development.

**1.7 Termination**

This Agreement will end upon completion by the Council and the Owner of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act.

**1.8 Reading Down and Severability**

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

**PART 2 - OWNER'S OBLIGATIONS**

**2.1 Disclosure of Agreement**

The Owner must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it with the exception of the sale of residential allotments subdivided in accordance with the Permit without first disclosing to its successors the existence and nature of this Agreement.

**2.2 Council's costs**

The Owner must immediately on demand pay to the Council the Council's costs and expenses (as between Solicitor and own client) relating to this Agreement (and including, but without limiting the generality of the preceding words, anything done before or after this Agreement and enforcement of any obligation imposed on the Owner under it). To the extent that any of those costs and expenses are legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service if the Owner and the Council cannot agree on them and, if that happens, the Council and the Owner are bound by the amount of the assessment (with any fee for obtaining the assessment being paid for equally by the Council and the Owner).

**2.3 Payment of Interest**

**2.3.1** If the Owner fails to pay any monies due under this Agreement within fourteen days of it becoming due or of a demand being made on it by the Council to do so (whichever is appropriate), the Owner

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171299 1323 173





must pay to the Council interest from the relevant date until the date when the money is paid, such interest being:

2.3.1.1 at the rate from time to time as the Council may be authorised by legislation to fix for interest on unpaid rates, charges and monies; or

2.3.1.2 if clause 2.3.1.1 is not applicable then at a rate of 2% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983*.

2.3.2 Any payment made under this Agreement will be applied firstly towards the interest and, secondly, towards the principal sum.

## 2.4 Use of Internal Access Road

The owner acknowledges to the Council as follows:

2.4.1 that the Internal Access Road shall at all times be kept available for and open for use by garbage collection vehicles of the Council or its appointed contractors; and

2.4.2 the Council shall not be required under any scheme pursuant to the Local Government Act or otherwise to make any contribution to any maintenance to the Internal Access Road as a result of the use of the same by collection vehicles of the Council or its appointed contractors for the purposes of rubbish collection.

## PART 3 - GENERAL

### 3.1 Owner Bound by Covenants

An obligation imposed on the Owner takes effect as a covenant.

### 3.2 Owner's Warranty

The Owner warrants that:

3.2.1 it is the registered proprietor (or entitled to be so) of the Land;

3.2.2 there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting the Land which are not disclosed by the usual searches; and

3.2.3 it has not granted any option or entered into any contract of sale in relation of land or any part of it which option or contract is still effective.

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171299 1323 173





### 3.3 General Acknowledgment

The Council and the Owner expressly acknowledge that subject to clause 2.5 above, any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Permit or otherwise, and the provisions of this Agreement must be read accordingly.

### 3.4 Extended Obligation

3.4.1 Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner must ensure that its successors:

3.4.1.1 give effect to and do all acts and sign all documents as to require them to give effect of this Agreement; and

3.4.1.2 execute a Deed agreeing to be bound by the terms of this Agreement and, when that is done, this Agreement will continue as if executed by those successors as well as by the parties actually executing it and if the successor's names appeared in each place in which the name of the Owner appears in additional to the name of the Owner.

3.4.1.3 This clause 3.4.1 does not apply to purchasers of residential allotments created in accordance with the Permit.

### 3.5 Further Documents

The Council and the Owner will do all things, and prepare and sign all further documents, necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

### 3.6 Notice

Any notice or document under this Agreement may be served on the Council or the Owner by being left at or posted by prepaid letter addressed to the person at its address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting.

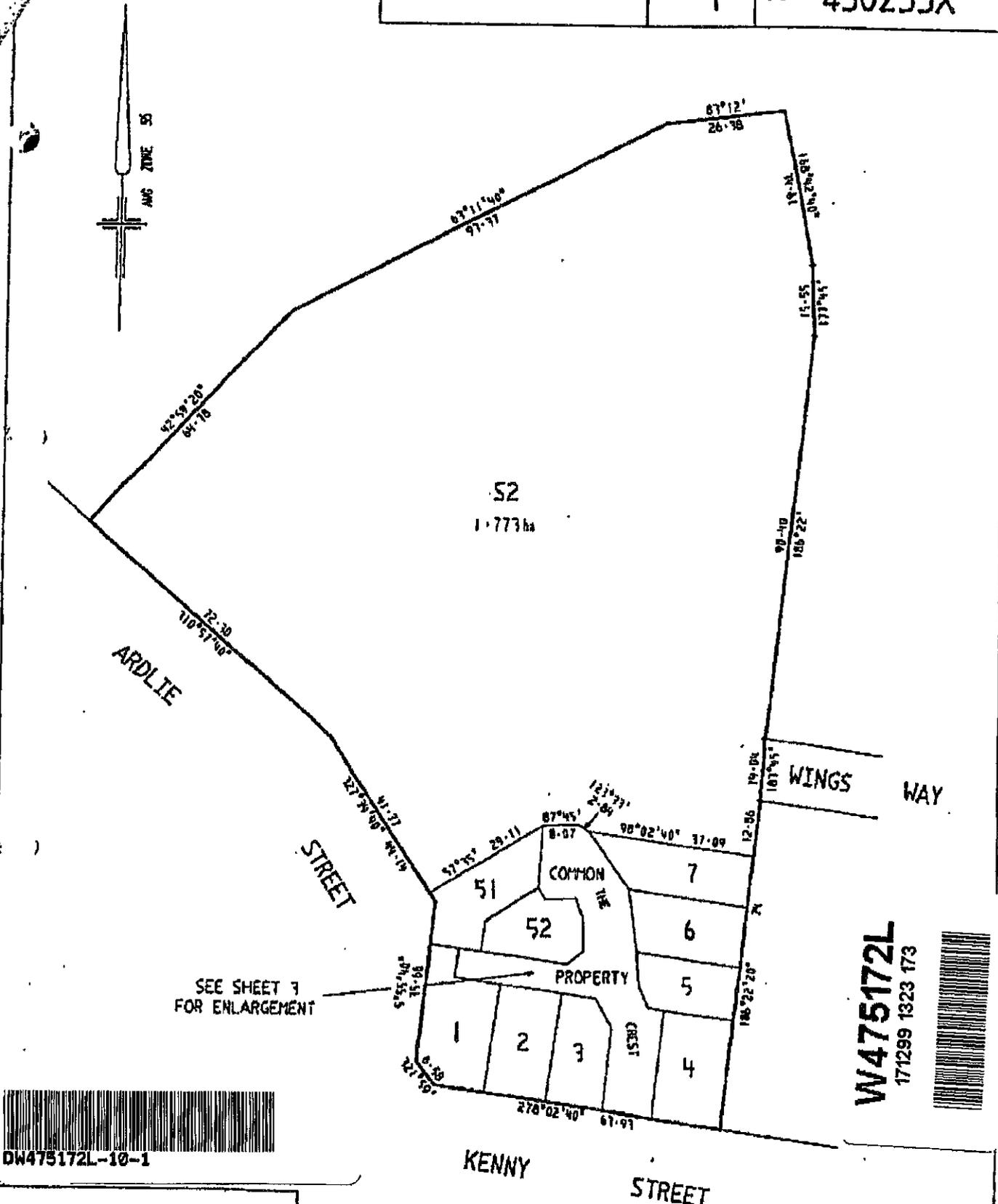
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171299 1323 173





MMB MELBOURNE FAX #3 : 1-11-99 : 14:04 : 61 8 9558 8733- 03 9205120651# 4

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	1	PS 430235X



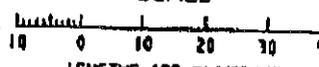
SEE SHEET 7 FOR ENLARGEMENT

W475172L  
171299 1323 173



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 braese pitt dixon ply ltd  
1 alfred street, hawthorn, vic 3122  
ph: 9818 0701 fax: 9819 4597

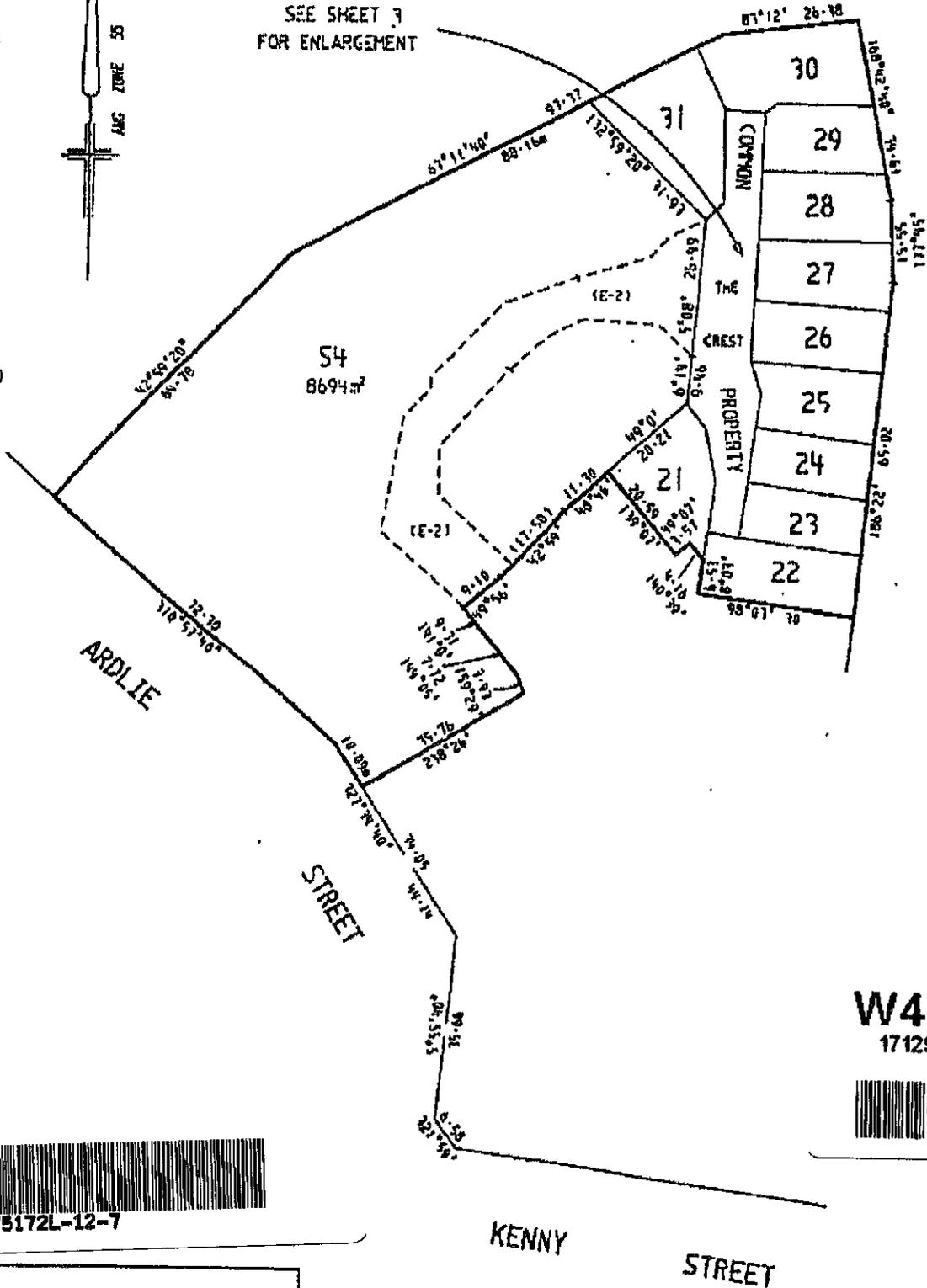
ORIGINAL SHEET SIZE A3	SCALE 1:800	LICENSED SURVEYOR GEOFF W HUMPHREY	SHEET 2 OF 4 SHEETS
 <p>LENGTHS ARE IN METRES</p>		SIGNATURE .....	DATE / /
		REF: 5009/MD1	COUNCIL DELEGATE SIGNATURE
		DATE 26 / 6 / 99	
		VERSION 1	



PLAN OF SUBDIVISION	STAGE No. <b>3</b>	PLAN NUMBER PS <b>430235X</b>
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SEE SHEET 3 FOR ENLARGEMENT



**W475172L**  
171299 1323 173



DW475172L-12-7



breeze pitt dixon Pty Ltd  
1 alfred street, hawthorn, vic 3122  
ph:9818 0301 fax:9819 5597

SHEET 2 OF 4 SHEETS

ORIGINAL	SCALE
SHEET SCALE	1:800
SIZE	A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR GEDFF W HUMPHREY  
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 REF: 5009/MD3 VERSION 2

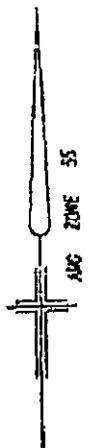
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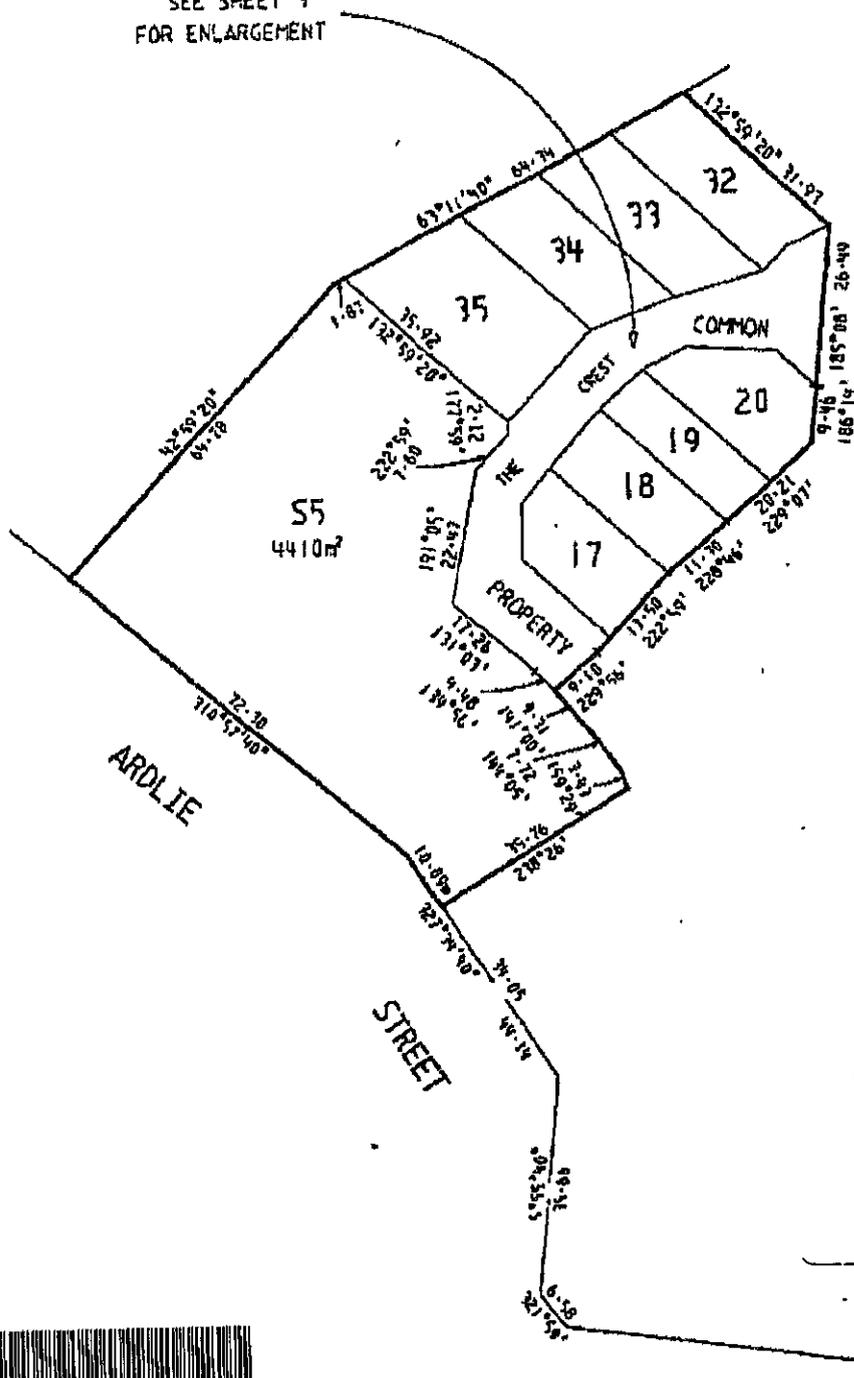
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03 0205:2055:# 7

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	4	PS 430235X



SEE SHEET 3 FOR ENLARGEMENT



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171299 1323 173



DW475172L-13-5

**breese pili dixon pty ltd**  
 | alfred street, hawthorn, vic 3122  
 | ph: 9818 8701 fax: 9819 9997

SHEET 2 OF 4 SHEETS

ORIGINAL SHEET SIZE A3	SCALE 1:800	 LENGTHS ARE IN METRES	LICENSED SURVEYOR	GEOFF W MURPHY	DATE 23/ 8/99	VERSION 1	DATE / /	COUNCIL DELEGATE SIGNATURE
			SIGNATURE	REF: 5009/MD4				





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 12/03/2025 11:01:50 AM

**OWNERS CORPORATION  
PLAN NO. PS430235X**

The land in PS430235X is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 52.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
MELBOURNE BODY CORPORATE MANAGEMENT ESSENDON SUITE 2 707 MOUNT ALEXANDER ROAD MOONEE PONDS VIC 3039  
  
AC583006T 09/01/2004

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
1. PS430235X 24/01/2000

**Additional Owners Corporation Information:**  
NIL

**Notations:**  
NIL

**Entitlement and Liability:**  
NOTE – Folio References are only provided in a Premium Report.

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 12/03/2025 11:01:50 AM

**OWNERS CORPORATION  
PLAN NO. PS430235X**

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
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Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 12/03/2025 11:01:50 AM

**OWNERS CORPORATION  
PLAN NO. PS430235X**

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
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Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
<b>Total</b>	<b>5200.00</b>	<b>5200.00</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.

## OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006  
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. PS 430235 X

**Re:**

**Property:**        **Lot 37, 52 THE CREST ATTWOOD VIC 3049**

**Your Ref:**

This certificate is issued for Lot 37 known as Unit No. 33 on Plan of Subdivision Plan No 430235 the postal address of which is 33 /THE CREST ATTWOOD VIC 3049

1. The current fees for the above lot are \$1200.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total \$60.00 per annum and are payable quarterly in advance.
2. The fees are paid up until 31/03/2025.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-  
**- None to our knowledge - See minutes attcahed**
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU PUBLIC LIABILITY & COMMON PROPERTY ONLY
No. of Policy:	HU0006080076
Kind of Policy:	PUBLIC LIABILITY & COMMON CONTENTS ONLY
Buildings Amount:	\$0
Legal Liability Amount:	\$30,000,000
Buildings Covered:	NIL
Common Contents:	\$56,733
Renewal Date:	8/04/2025

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 63319.11	\$ 0.00
SINKING FUND	\$ 45320.00	\$ 0.00
 TOTAL	 \$ 108639.11	 \$ 0.00

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-  
**- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-  
**- Fire Service Maintenance, Owners Corporation Management Agreement**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
- **None to our Knowledge**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
- **None to our knowledge**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
- **Legal action against a number of lot owners for non-payment of levies.**
14. The Owners Corporation has appointed a manager as follows:-  
Name MBCM Strata Specialists CRAIGIEBURN  
Address PO BOX 270 CRAIGIEBURN 3064
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1)  
Plan of Subdivision Plan No 430235.

Dated this Twenty-seventh day of March 2025

*Ali Kaymakam*

Ali Kaymakam (Manager and Delegate of the Owners Corporation)  
For and on behalf of MBCM Strata Specialists CRAIGIEBURN  
PO BOX 270 CRAIGIEBURN 3064  
info@craigieburn.mbcm.com.au

**NOTE:**

**1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**

**2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code:	96503
Biller Reference:	238568356 05927



**MBCM | STRATA SPECIALISTS**  
**CRAIGIEBURN**

*HELPING STRATA COMMUNITIES THRIVE*

PO Box 270 Craigieburn 3064  
Phone (03) 8349 4470  
Email [info@craigieburn.mbcm.com.au](mailto:info@craigieburn.mbcm.com.au)  
[mbcm.com.au/craigieburn](http://mbcm.com.au/craigieburn)

**OWNERS CORPORATION PS 430235X**  
**THE CREST, ATTWOOD**

Minutes of the Annual General Meeting of Owners Corporation PS 430235X  
Held in Best Western Airport Motel & Convention Centre  
On Tuesday, 14 November 2024 at 5:00PM

**MANAGER IN ATTENDANCE**

Mr Ali Kaymakam from Melbourne Body Corporate Management (MBCM)  
Craigieburn, managing Agents to the Owners Corporation.

**ELECTION OF CHAIRPERSON**

It was resolved that Mr Ali Kaymakam act as Chairperson of the meeting. The meeting commenced at 5:00PM

**PRESENT/PROXIES**

- 6 MR M & MRS G BAKER (Mark and Gail)
- 13 MR M KESKITALO & MS J FOO (Josie)
- 15 MR C AND S LOWRES (Charles)
- 21 MS M D O'CONNELL-LEVER (Miranda)
- 22 MR M & MRS S MIHAIOVIC (Mark)
- 28 MR A B JANSEN (Anthony)
- 29 MS M D NUGENT (Michelle)
- 30 MR L & MRS C C DESALVO (Represented Via proxy by Ali Kaymakam)
- 32 MR L & MRS C C DESALVO (Represented Via proxy by Ali Kaymakam)
- 40 MS D A FARRUGIA & MR J ASTACHIW (Represented Via proxy by Anthony 28)
- 43 MR W J & MRS M SOLLEY
- 45 MS D A FARRUGIA & MR J ASTACHIW (Represented Via proxy by Anthony 28)

**APOLOGIES**

No apologies were received prior to the commencement of the meeting.

**QUORUM**

A quorum was not present, all decisions are "interim resolutions" in accordance with s78 of the Owners Corporations Act 2006, whereby decisions become binding after 29 days of the meeting, unless a notice of a special general meeting is given within the 29-day period.

**MINUTES**

**IT WAS RESOLVED** that the Minutes of the Annual General Meeting held on 21/11/2023 as presented to the Meeting be confirmed as a true and accurate account of proceedings at that meeting.

**MANAGERS REPORT**

A Managers report was circulated with the agenda.

**COMMITTEE REPORT**

The Committee tabled a report of its activities during the last financial year.

#### **GRIEVANCE COMMITTEE REPORT**

There was no Grievance Committee report.

#### **ELECTION OF COMMITTEE**

*An Owners Corporation comprising more than 12 units is required to have a Committee of no less than 3 members and no more than 12 members under part 5 of the Owners Corporation Act 2006.*

**IT WAS RESOLVED** that a Committee of 4 Members be appointed until the next Annual General Meeting.

The following were declared duly elected as Members of the Committee of the Owners Corporation:

15 MR C AND S LOWRES

28 Mr A B Jansen

29 Ms M D Nugent

45 Ms D A Farrugia & Mr J Astachiw

#### **DELEGATION TO COMMITTEE**

**IT WAS RESOLVED** that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

#### **ARREARS**

The Manager advises the Meeting that there were several owners in arrears as at the date of the Meeting.

**IT WAS RESOLVED** that the Manager is instructed, at their discretion, to take legal action for recovery of same.

#### **FEES, INTEREST & ADMINISTRATIVE CHARGES**

**IT WAS RESOLVED** that the fees per unit be charged quarterly commencing 1<sup>st</sup> day of January, April, July and October as per the proposed budget.

**IT WAS FURTHER RESOLVED** that pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue fee notices in the approved form.

**IT WAS RESOLVED** that, from the due date of the Fee Notice, fees and charges are payable within the statutory period of 28 days.

**IT WAS RESOLVED** to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date or payable at the maximum rate prescribed from time to time under the Penalty Interest Rates Act 1983 which is currently 10%.

**IT WAS FURTHER RESOLVED** that costs incurred by the Owners Corporation in the recovery of fees and levies due under Section 32 of the Owners Corporations Act 2006, Act No 69/2006, will be fully recoverable from the indebted lot owner/s. This includes administrative fees and charges to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

All costs and expenses arising out of any breach by the Lot Owner/s or an occupier of a lot, of an obligation imposed on that person under the Act, the regulations or these rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity, including the Chairperson, Secretary or Committee Member of the Owners Corporation) is payable by the Lot Owner/s.

**IT WAS FURTHER RESOLVED** that the Owners Corporation may refer or sell the debt to a debt collection agency, which may increase the amount of the debt to the owner in arrears and may adversely affect their credit rating.

**IT WAS FURTHER RESOLVED, BY SPECIAL RESOLUTION,** that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due, against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company.

The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

#### **CONSIDERATION OF BUDGET AND SETTING OF FEES**

**IT WAS RESOLVED** that pursuant to Section 23 of the *Owners Corporations Act 2006* that an amount of \$68,640.00 including GST (if applicable) be raised as per the proposed budget for anticipated expenses for the current financial year of the Owners Corporation being:

01/04/2025 to 30/03/2026

This Fund is to remain in place until the next Annual General Meeting.

Owners Corporation fees are payable quarterly in advance as below and due on the first day of January, April, July and October of each year.

#### **INSURANCE**

*Members are advised that under the Financial Services Reform Act an Owners Corporation manager who pays renewals must be an authorized representative of that insurance provider. The Manager advised the meeting that MBCM Tullamarine Managers are an Authorized Representative of Whitbread Insurance Brokers, CHU Insurance Limited and a distributor for Honan Insurance Brokers. Copies of the Product Disclosure Statements and Policies were made available on the MBCM Tullamarine website for unit owners.*

*Members are advised that under the Insurance Contracts Act 1984 they have a duty to disclose every matter relevant to the Insurer's decision whether to accept the risk. Therefore it is imperative that this office is notified in writing of any change in risk resulting from a change in tenancy (i.e. type of business being conducted) or if their property is vacant for more than 30 days. Members failure to comply with their duty of disclosure may result in the Insurer reducing his liability under the contract in respect of a claim or the Insurer may cancel the Contract. Members are also advised to ensure that the correct fire extinguishers and equipment are in place in their unit.*

*The Manager also explained that MBCM is required to obtain clear instruction for the renewal of the insurance and the importance of continuity of cover to comply with the Owners Corporations legal responsibilities.*

#### **Current Insurance**

Insurer:	CHU PUBLIC LIABILITY & COMMON PROPERTY ONLY
Building Coverage:	\$0.00
Public Liability:	\$30,000,000.00
Common Contents:	\$51,500.00
Loss of Rent/Temp Accom.:	\$0.00
Office Bearers Liability:	\$1,000,000.00
Excess:	\$1,000.00

**Please note** the public liability within the Unit and owners contents such as carpet and light fittings are not covered under the Owners Corporation policy, therefore owners are encouraged to arrange their own contents insurance. Landlords or absentee owners should seek their own advice in regards to contents and Landlord insurance.

#### **Insurance Valuation**

Your property was last valued for insurance purposes on 13/10/2016.

**IT WAS RESOLVED** that an insurance valuation be sought for the common assets and that the insurance be renewed based on the findings.

#### **Insurance Renewal**

**IT WAS RESOLVED** for the Manager to obtain comparative quotations for insurance coverage prior to the renewal date and submit them to the Committee for its decision. It was further resolved that if MBCM do not receive a majority response from the committee, insurance will be renewed with the current insurer.

#### **APPOINTMENT OF THE MANAGER**

**IT WAS RESOLVED** that the Owners Corporation appoints Kaymakam & Associates Pty Ltd trading as Melbourne Body Corporate Management Craigieburn to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporation Act 2006 using the Contract of Appointment. If the Owners

Corporation has not elected a Committee the Owners Corporation hereby delegates to the Manager all the powers and the function of the Owners Corporation that are necessary to enable it to perform its duties as provided for within the Owners Corporation Act.

#### **DELEGATION TO MANAGER**

**IT WAS RESOLVED** that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

#### **OCCUPATIONAL HEALTH & SAFETY**

The Manager advises that the last OH&S Audit was carried out on 01/01/1900

*The Owners Corporation has an obligation to comply with the Occupational Health & Safety Act 2004. The Manager advises that MBCM Tullamarine is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager recommended that the Owners Corporation engage a Building Consultant to undertake an audit of the property to determine if the Owners Corporation is compliant with the current OH&S regulations.*

*The Manager advises members that compliance with Occupational Health & Safety obligations is an ongoing matter that requires the Owners Corporation to regularly inspect the property for compliance.*

#### **ESSENTIAL SAFETY MEASURES**

*The Manager advises that the Owners Corporation may have an obligation to comply with the Essential Safety Measures obligations of the Building Act 1993 and the Building Regulations 2006. The Manager further advised that MBCM Tullamarine is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager advises the meeting that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to Determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation.*

*The Current ESM Contractor is: Link Fire*

*Your last annual inspection was carried out on: 01/12/2024*

**IT WAS RESOLVED** to continue with the current ESM contractor until the next AGM

## **REPAIRS & MAINTENANCE**

### **GENERAL BUSINESS**

**IT WAS RESOLVED** that the Manager would obtain quotes for an investment/ term deposit account to transfer the balance of the sinking fund into have the committee advise how much they would like to transfer and the term of the deposit.

**IT WAS ALSO RESOLVED** that the committee would also Speak with Sonny the gardener to coordinate the hard pruning back of the larger hedges and communicate their resolution with the manager.

**IT WAS RESOLVED** that there would be an assessment of the common Paved areas between 21-23 by the committee with recommendations of what works they would like to undertake advised to the manager once due diligence is completed.

**IT WAS RESOLVED** that the committee would also confirm future works of the letter box upgrades and work with the manger to stagger the roll out.

**IT WAS ALSO RESOLVED** that the committee would assess capital works and advise the manager and affected parties.

### **MAJOR WORKS/**

### **ADDITIONAL DUTIES CHARGES**

Please note that Major Works and Additional Duties performed by the Owners Corporation Manager that are NOT considered part of the normal Owners Corporation Duties will attract a fee as per Schedule 2.2 of the Management Agreement. This includes postal ballots, however the first postal ballot of the year will be undertaken at no charge.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6.00PM.

	<b>BODY CORPORATE SCHEDULE</b>	STAGE No. 2	PS 430235X
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THE CREST, ATTWOOD.

Special Rules lodged at Titles Office

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such a manner as to unreasonable interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle, on the common property, or any place set aside for the short term parking of visitors vehicles, other than within the confines of the members carport/garage, or on the driveway to the members carport/garage, providing that such vehicle(s) shall not overhang any part of a curb, footpath, roadway etc.; or
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or
- (f) fail to place their rubbish bins out for collection within twenty four hours of the councils advised collection time, and brought back in within twenty fours of being cleared. All rubbish bins must not be kept in the view of other residents at all other times; or
- (g) in any way alter the exterior appearance of any property by any addition of whatever nature, change of colour, finish or decoration of any external wall or woodwork of their property without first obtaining the consent of the Body Corporate; or
- (h) display at any time a sign, placard, advertisement, etc., on the exterior of the building or on common property without the written consent of the Committee of the Body Corporate. Such permission shall not be unreasonably withheld.

## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

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

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

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

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

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 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.

### 3 Use of common property

#### 3.1 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 his or her 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.

#### 3.2 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.

### **3.3 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.

## **4 Lots**

### **4.1 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 Behaviour of persons**

### **5.1 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.

### **5.2 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.

## **6 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 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# Owners Corporation Fee Notice

Page 2

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

## Important information on fees and charges

(This page is part of the Fee Notice)

### Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

### Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

#### Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

#### Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

#### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)



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You will be required to enter the Biller Code and BPAY reference number as detailed on the front of this invoice.



Please present page intact at any post office.

Pay in-store at Australia Post EFTPOS.

\* Registration is required for payments from cheque or savings accounts. Please complete a registration form available at [www.deft.com.au](http://www.deft.com.au). Registration is NOT required for credit card payments.

# Building Information Certificate 51(1)

Building Act 1993  
 Building Regulations 2018  
 Regulation 51(1)



1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

Postal Address:  
 PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

PRESTIGE CONVEYANCING SERVICES  
 PO BOX 2111  
 GLADSTONE PARK VIC 3043

Our Reference: **EBPI033190**  
 Your Reference: **250304**  
 Property Details: **33 THE CREST**  
**ATTWOOD VIC 3049**  
**LOT 37 PS 430235X VOL 10551 FOL 958**  
 Property Number: **533250**  
 Municipal District: **HUME CITY COUNCIL**  
 Registered Owner: **SOUNDERARAJEN PAKIRY POULLE & AMBRAVADEE**  
**NARAINSAMY**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date

**Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.**

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

**Please note**  
 Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18<sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.  
 Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)

New Swimming Pool & Spa registration laws commenced 1 December 2019.  
 Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020.  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00  
 For Inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.



.....  
**JAMES MCNULTY**  
**MANAGER, PLANNING & DEVELOPMENT**  
**HUME CITY COUNCIL**

Date: 12 March 2025

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*

**Property No : 533250**  
**Certificate No : wLIC009801**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2025**  
**All Enquiries and Updates to Rates on 9205 2688**



ABN 14 854 354 856  
 1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

Your Reference:  
 Date of Issue: 12/03/2025

**PRESTIGE CONVEYANCING SERVICES**  
**PO BOX 2111**  
**GLADSTONE PARK VIC 3043**

Property Description:	Lot 37 PS 430235X Vol 10551 Fol 958
Property Situated:	33 THE CREST ATTWOOD VIC 3049

Site Value \$205000	C.I.V. \$520000	N.A.V. \$26000	AVPCC 112
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The level of valuation is 1/01/2024 and the Date the Valuation was adopted for Rating Purposes is 1/07/2024

RATES AND CHARGES FROM	01/07/2024	TO	30/06/2025
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	\$1,210.80		\$302.60
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$177.20		\$44.29
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$624.62		\$156.11
Arrears as at 30/06/2024			\$0.00
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$2,012.62</b>		<b>\$503.00</b>

**\*\*PLEASE NOTE :** Rates for 2024/2025 are payable by four instalments on the following dates  
 30/09/2024, 30/11/2024, 28/02/2025 & 31/05/2025

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
<b>TOTAL OTHER CHARGES:</b>				

**PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS**  
**TOTAL OUTSTANDING AT ISSUE DATE : \$503.00**

All overdue rates and charges must be paid at settlement.

**Property No : 533250**  
**Certificate No : wLIC009801**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2025**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 33 THE CREST ATTWOOD VIC 3049

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 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 the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$29.70 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
12/03/2025

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Billers Code: 357947**  
**Ref: 9508896**

**If settling outstanding amounts via BPAY please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**



YARRA VALLEY WATER  
ABN 93 066 992 501

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)

12th March 2025

natalie ambesi  
Prestige Conveyancing Services

Dear natalie ambesi,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	33 THE CREST ATTWOOD 3049
<b>Applicant</b>	natalie ambesi Prestige Conveyancing Services
<b>Information Statement</b>	30924759
<b>Conveyancing Account Number</b>	5244572255
<b>Your Reference</b>	250304

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,

A handwritten signature in black ink, appearing to read "Lisa Anelli".

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
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E enquiry@yvw.com.au  
yvw.com.au

### Yarra Valley Water Property Information Statement

Property Address	33 THE CREST ATTWOOD 3049
------------------	---------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

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

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



YARRA VALLEY WATER  
ABN 83 088 902 601

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Mitcham Victoria 3132

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Mitcham Victoria 3132

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

**Melbourne Water Property Information Statement**

Property Address	33 THE CREST ATTWOOD 3049
------------------	---------------------------

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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30924759</b>	<b>Address</b>	33 THE CREST ATTWOOD 3049	 <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b>	12/03/2025	
	<b>Scale</b>	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;



YARRA VALLEY WATER  
ABN 93 086 302 501

Luoknow Street  
Mitoam Viotoria 3132

Private Bag 1  
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E enquiry@yvw.com.au  
yvw.oam.au

natalie ambesi  
Prestige Conveyancing Services  
natalie@prestigeconveyancing.com.au

### RATES CERTIFICATE

Account No: 0385160000  
Rate Certificate No: 30924759

Date of Issue: 12/03/2025  
Your Ref: 250304

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 THE CREST, ATTWOOD VIC 3049	37/PS430235	1575123	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge Step 1 – 42.680000kL x \$3.43420000 = \$146.57 Step 2 – 20.320000kL x \$4.50590000 = \$91.56 Estimated Average Daily Usage \$2.45	26-11-2024 to 03-03-2025	\$238.13	\$238.13
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$427.04

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

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 93 068 902 604

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

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

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

---

**Property No:** 1575123

**Address:** 33 THE CREST, ATTWOOD VIC 3049

**Water Information Statement Number:** 30924759

**HOW TO PAY**



**Bill Code:** 314567  
**Ref:** 03851600008

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / PRESTIGE CONVEYANCING SERVICES

**Your Reference:** 250304  
**Certificate No:** 86569602  
**Issue Date:** 12 MAR 2025  
**Enquiries:** ESYSPROD

**Land Address:** 33 THE CREST ATTWOOD VIC 3049

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28268315	37	430235	10551	958	\$0.00

**Vendor:** AMBRAVADEE NARAINSAMY & SOUNDERARAJEN P POULLE  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
AMBRAVADEE NARAINSAMY	2025	\$205,000	\$0.00	\$0.00

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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$520,000
SITE VALUE (SV):	\$205,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Land Tax

**Certificate No:** 86569602

### Power to issue Certificate

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

### Amount shown on Certificate

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

### Land tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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

### Apportioning or passing on land tax to a purchaser

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

### General Information

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

### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$205,000

Calculated as \$975 plus ( \$205,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,200.00

Taxable Value = \$520,000

Calculated as \$520,000 multiplied by 1.000%.

### Land Tax - Payment Options

**BPAY**



Billor Code: 5249  
Ref: 86569602

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 86569602

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / PRESTIGE CONVEYANCING SERVICES

Your Reference: 250304  
Certificate No: 86569602  
Issue Date: 12 MAR 2025  
Enquires: ESYSPROD

Land Address: 33 THE CREST ATTWOOD VIC 3049

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28268315	37	430235	10551	958	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
112	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$520,000
SITE VALUE:	\$205,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 86569602

## Power to Issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General Information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / PRESTIGE CONVEYANCING SERVICES

**Your Reference:** 250304  
**Certificate No:** 86569602  
**Issue Date:** 12 MAR 2025

**Land Address:** 33 THE CREST ATTWOOD VIC 3049

Lot	Plan	Volume	Folio
37	430235	10551	958

**Vendor:** AMBRAVADEE NARAINSAMY & SOUNDERARAJEN P POULLE

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CURRENT WINDFALL GAINS TAX CHARGE:</b>
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 86569602

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 86569605</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 86569605</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

1118884

**APPLICANT'S NAME & ADDRESS**

**PRESTIGE CONVEYANCING SERVICES C/- INFOTRACK  
(LEAP) C/- LANDATA**

**DOCKLANDS**

**VENDOR**

**POULLE, SOUNDERARAJEN P**

**PURCHASER**

**NOT KNOWN, NOT KNOWN**

**REFERENCE**

**350060**

This certificate is issued for:

LOT 37 PLAN PS430235 ALSO KNOWN AS 33 THE CREST ATTWOOD  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C263hume has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5 - C263hume

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/hume>

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

12 March 2025

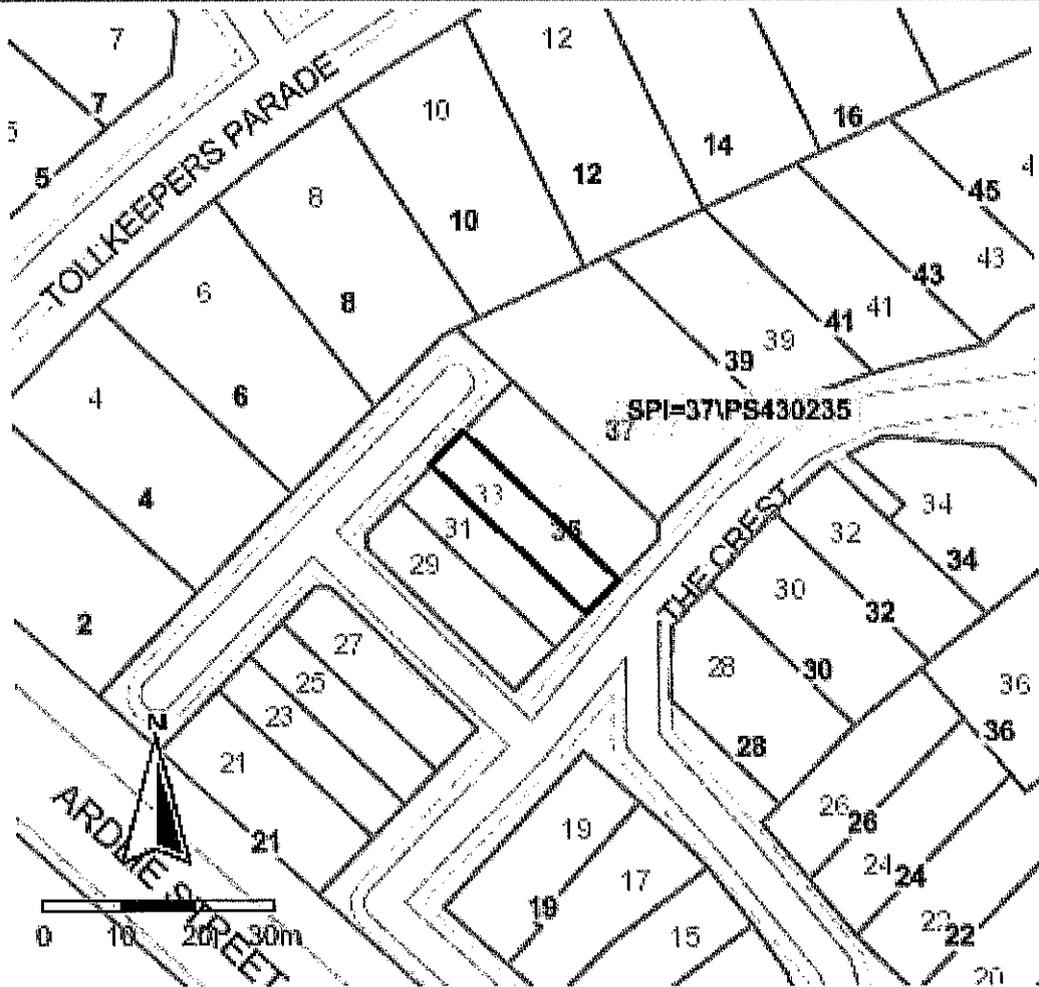
Sonya Kilkenny  
Minister for Planning

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

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

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

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



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

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 March 2025 11:51 AM

## PROPERTY DETAILS

Address: **33 THE CREST ATTWOOD 3049**  
 Lot and Plan Number: **Lot 37 PS430235**  
 Standard Parcel Identifier (SPI): **37\PS430235**  
 Local Government Area (Council): **HUME** [www.hume.vic.gov.au](http://www.hume.vic.gov.au)  
 Council Property Number: **533250**  
 Planning Scheme: **Hume** [Planning Scheme - Hume](#)  
 Directory Reference: **Melway 6 A5**

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **GREENVALE**

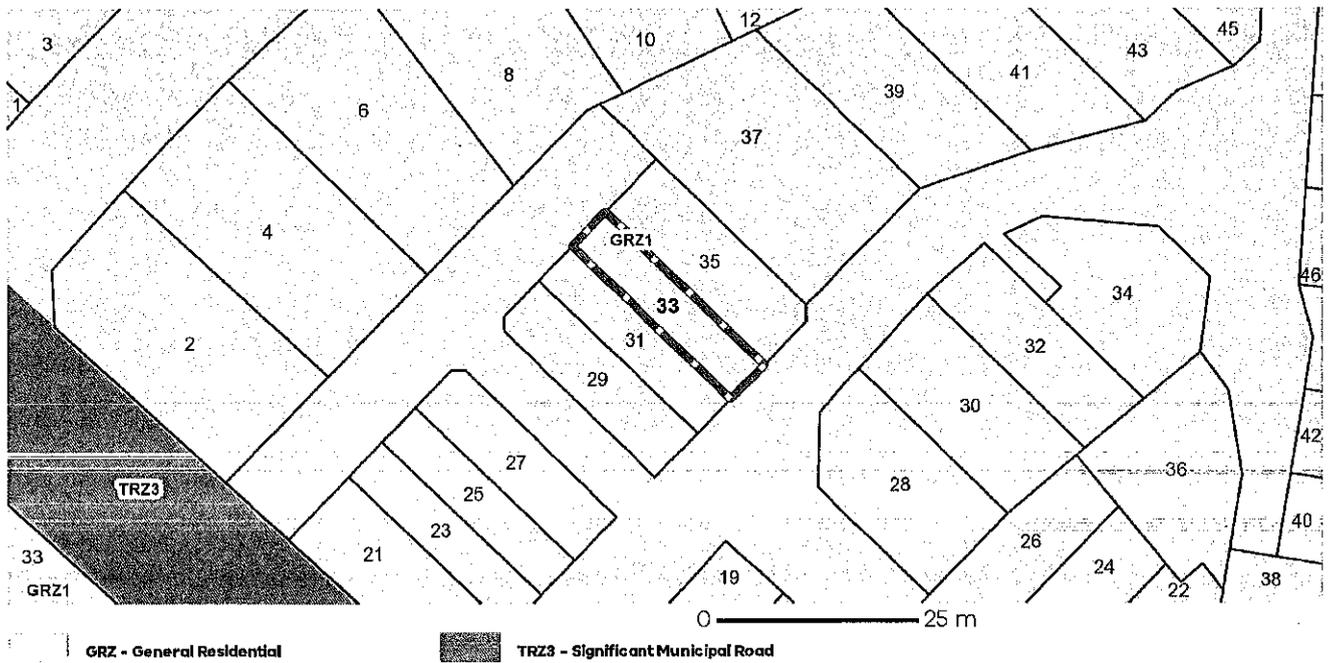
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

## Planning Overlays

No planning overlay found

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 27 March 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>.

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

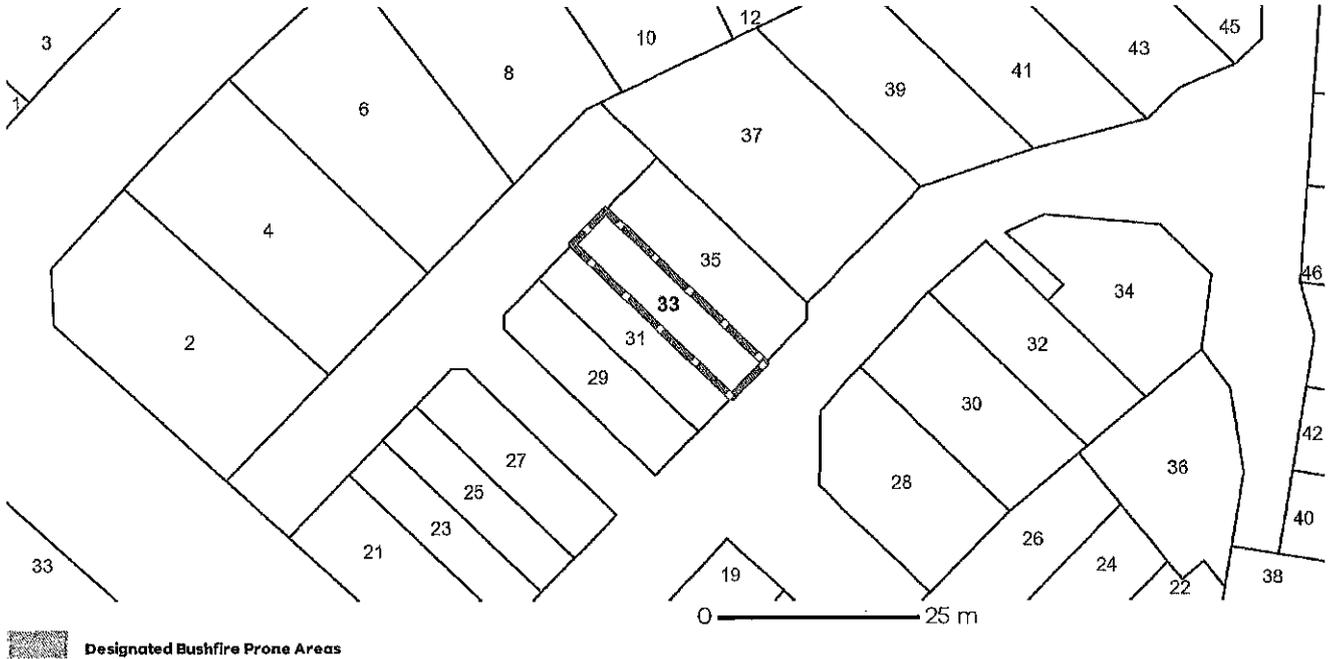
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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 Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>.

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

# PROPERTY REPORT



From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 March 2025 11:51 AM

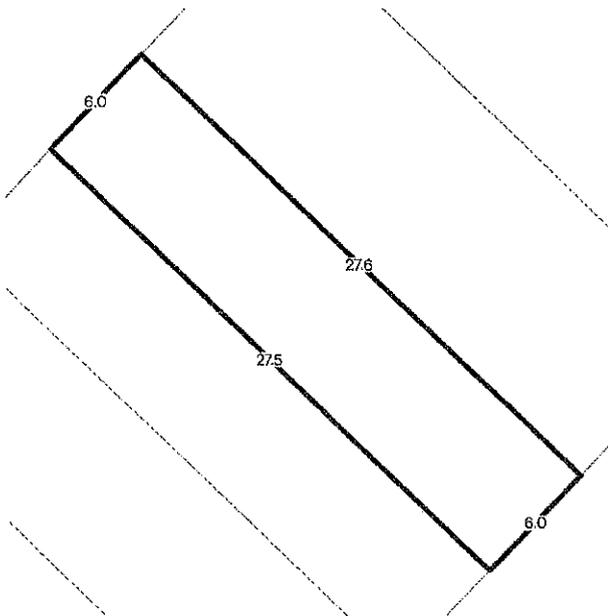
## PROPERTY DETAILS

Address: **33 THE CREST ATTWOOD 3049**  
 Lot and Plan Number: **Lot 37 PS430235**  
 Standard Parcel Identifier (SPI): **37\PS430235**  
 Local Government Area (Council): **HUME**  
 Council Property Number: **533250**  
 Directory Reference: **Melway 6 A5**

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

## SITE DIMENSIONS

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



**Area:** 165 sq. m

**Perimeter:** 67 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **GREENVALE**

## PLANNING INFORMATION

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

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

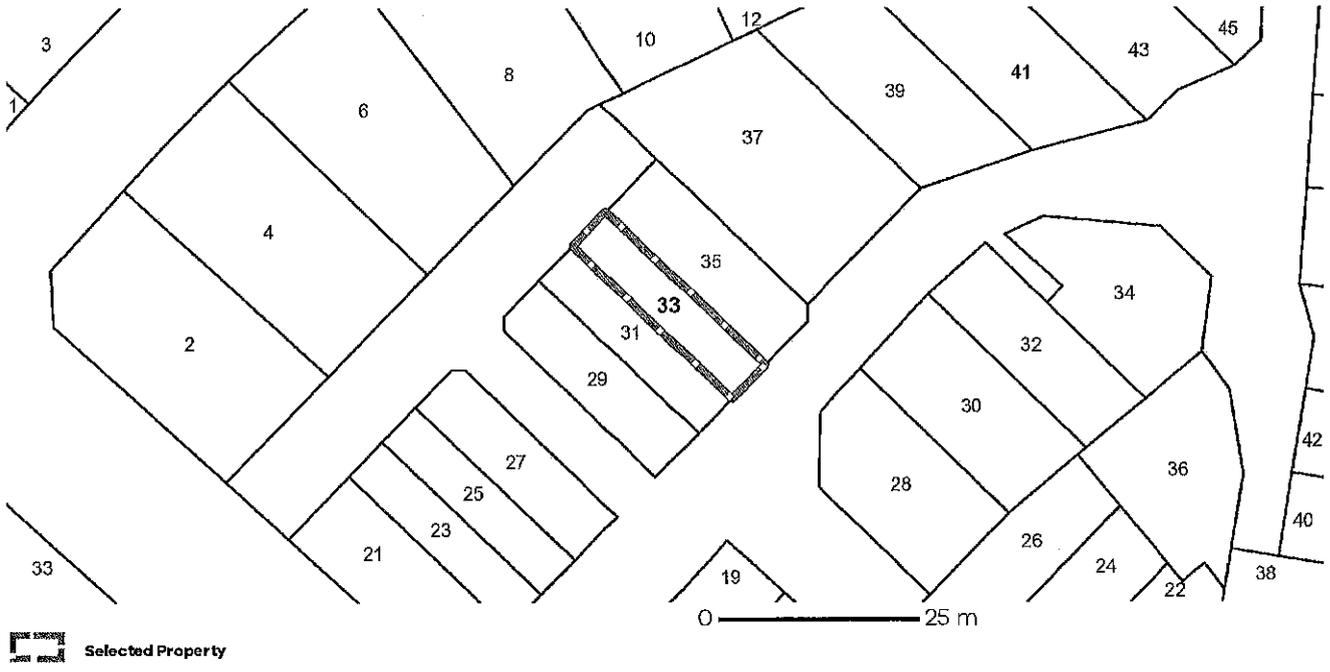
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Prestige Conveyancing Services C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 350060

NO PROPOSALS. As at the 12th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

33 THE CREST, ATTWOOD 3049  
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 12th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76129661 - 76129661110000 '350060'

## Due diligence checklist

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)

11

# OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006  
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. PS 430235 X

**Re:**

**Property:** Lot 37, 52 THE CREST ATTWOOD VIC 3049

**Your Ref:**

This certificate is issued for Lot 37 known as Unit No. 33 on Plan of Subdivision Plan No 430235 the postal address of which is 33 /THE CREST ATTWOOD VIC 3049

1. The current fees for the above lot are \$1200.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total \$60.00 per annum and are payable quarterly in advance.
2. The fees are paid up until 30/06/2025.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-  
**- None to our knowledge - See minutes attached**
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU PUBLIC LIABILITY & COMMON PROPERTY ONLY
No. of Policy:	HU0006080076
Kind of Policy:	PUBLIC LIABILITY & COMMON CONTENTS ONLY
Buildings Amount:	\$0
Legal Liability Amount:	\$30,000,000
Buildings Covered:	NIL
Common Contents:	\$56,733
Renewal Date:	8/04/2026

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 55539.61	\$ 0.00
SINKING FUND	\$ 45999.40	\$ 0.00
<b>TOTAL</b>	<b>\$ 101539.01</b>	<b>\$ 0.00</b>

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-  
**- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-  
**- Fire Service Maintenance, Owners Corporation Management Agreement**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
- **None to our Knowledge**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
- **None to our knowledge**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
- **Legal action against a number of lot owners for non-payment of levies.**
14. The Owners Corporation has appointed a manager as follows:-  
Name           MBCM Strata Specialists CRAIGIEBURN  
Address        PO BOX 270 CRAIGIEBURN 3064
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1)  
Plan of Subdivision Plan No 430235.

Dated this Twenty-sixth day of June 2025

*Ali Kaymakam*

Ali Kaymakam (Manager and Delegate of the Owners Corporation)  
For and on behalf of MBCM Strata Specialists CRAIGIEBURN  
PO BOX 270 CRAIGIEBURN 3064  
info@craigieburn.mbcm.com.au

**NOTE:**

**1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**

**2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code:	96503
Biller Reference:	238568356 05927



	BODY CORPORATE SCHEDULE	STAGE No. 2	PS 430235X
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THE CREST, ATTWOOD.

Special Rules lodged at Titles Office

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such a manner as to unreasonable interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle, on the common property, or any place set aside for the short term parking of visitors vehicles, other than within the confines of the members carport/garage, or on the driveway to the members carport/garage, providing that such vehicle(s) shall not overhang any part of a curb, footpath, roadway etc.; or
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or
- (f) fail to place their rubbish bins out for collection within twenty four hours of the councils advised collection time, and brought back in within twenty fours of being cleared. All rubbish bins must not be kept in the view of other residents at all other times; or
- (g) in any way alter the exterior appearance of any property by any addition of whatever nature, change of colour, finish or decoration of any external wall or woodwork of their property without first obtaining the consent of the Body Corporate; or
- (h) display at any time a sign, placard, advertisement, etc., on the exterior of the building or on common property without the written consent of the Committee of the Body Corporate. Such permission shall not be unreasonably withheld.



## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

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

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

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

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

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 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.

### 3 Use of common property

#### 3.1 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 his or her 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.

#### 3.2 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.

### **3.3 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.

## **4 Lots**

### **4.1 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 Behaviour of persons**

### **5.1 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.

### **5.2 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.

## **6 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 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



**OWNERS CORPORATION PS 430235X**  
**THE CREST, ATTWOOD**

Minutes of the Annual General Meeting of Owners Corporation PS 430235X  
Held in Best Western Airport Motel & Convention Centre  
On Tuesday, 14 November 2024 at 5:00PM

**MANAGER IN ATTENDANCE**

Mr Ali Kaymakam from Melbourne Body Corporate Management (MBCM)  
Craigieburn, managing Agents to the Owners Corporation.

**ELECTION OF CHAIRPERSON**

It was resolved that Mr Ali Kaymakam act as Chairperson of the meeting. The meeting commenced at 5:00PM

**PRESENT/PROXIES**

- 6 MR M & MRS G BAKER (Mark and Gail)
- 13 MR M KESKITALO & MS J FOO (Josie)
- 15 MR C AND S LOWRES (Charles)
- 21 MS M D O'CONNELL-LEVER (Miranda)
- 22 MR M & MRS S MIHAILOVIC (Mark)
- 28 MR A B JANSEN (Anthony)
- 29 MS M D NUGENT (Michelle)
- 30 MR L & MRS C C DESALVO (Represented Via proxy by Ali Kaymakam)
- 32 MR L & MRS C C DESALVO (Represented Via proxy by Ali Kaymakam)
- 40 MS D A FARRUGIA & MR J ASTACHIW (Represented Via proxy by Anthony 28)
- 43 MR W J & MRS M SOLLEY
- 45 MS D A FARRUGIA & MR J ASTACHIW (Represented Via proxy by Anthony 28)

**APOLOGIES**

No apologies were received prior to the commencement of the meeting.

**QUORUM**

A quorum was not present, all decisions are "interim resolutions" in accordance with s78 of the Owners Corporations Act 2006, whereby decisions become binding after 29 days of the meeting, unless a notice of a special general meeting is given within the 29-day period.

**MINUTES**

**IT WAS RESOLVED** that the Minutes of the Annual General Meeting held on 21/11/2023 as presented to the Meeting be confirmed as a true and accurate account of proceedings at that meeting.

**MANAGERS REPORT**

A Managers report was circulated with the agenda.

**COMMITTEE REPORT**

The Committee tabled a report of it's activities during the last financial year.

#### **GRIEVANCE COMMITTEE REPORT**

There was no Grievance Committee report.

#### **ELECTION OF COMMITTEE**

*An Owners Corporation comprising more than 12 units is required to have a Committee of no less than 3 members and no more than 12 members under part 5 of the Owners Corporation Act 2006.*

**IT WAS RESOLVED** that a Committee of 4 Members be appointed until the next Annual General Meeting.

The following were declared duly elected as Members of the Committee of the Owners Corporation:

15 MR C AND S LOWRES

28 Mr A B Jansen

29 Ms M D Nugent

45 Ms D A Farrugia & Mr J Astachiw

#### **DELEGATION TO COMMITTEE**

**IT WAS RESOLVED** that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

#### **ARREARS**

The Manager advises the Meeting that there were several owners in arrears as at the date of the Meeting.

**IT WAS RESOLVED** that the Manager is instructed, at their discretion, to take legal action for recovery of same.

#### **FEES, INTEREST & ADMINISTRATIVE CHARGES**

**IT WAS RESOLVED** that the fees per unit be charged quarterly commencing 1<sup>st</sup> day of January, April, July and October as per the proposed budget.

**IT WAS FURTHER RESOLVED** that pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue fee notices in the approved form.

**IT WAS RESOLVED** that, from the due date of the Fee Notice, fees and charges are payable within the statutory period of 28 days.

**IT WAS RESOLVED** to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date or payable at the maximum rate prescribed from time to time under the Penalty Interest Rates Act 1983 which is currently 10%.

**IT WAS FURTHER RESOLVED** that costs incurred by the Owners Corporation in the recovery of fees and levies due under Section 32 of the Owners Corporations Act 2006, Act No 69/2006, will be fully recoverable from the indebted lot owner/s. This includes administrative fees and charges to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

All costs and expenses arising out of any breach by the Lot Owner/s or an occupier of a lot, of an obligation imposed on that person under the Act, the regulations or these rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity, including the Chairperson, Secretary or Committee Member of the Owners Corporation) is payable by the Lot Owner/s.

**IT WAS FURTHER RESOLVED** that the Owners Corporation may refer or sell the debt to a debt collection agency, which may increase the amount of the debt to the owner in arrears and may adversely affect their credit rating.

**IT WAS FURTHER RESOLVED, BY SPECIAL RESOLUTION,** that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due, against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company.

The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

#### **CONSIDERATION OF BUDGET AND SETTING OF FEES**

**IT WAS RESOLVED** that pursuant to Section 23 of the *Owners Corporations Act 2006* that an amount of \$68,640.00 including GST (if applicable) be raised as per the proposed budget for anticipated expenses for the current financial year of the Owners Corporation being:

01/04/2025 to 30/03/2026

This Fund is to remain in place until the next Annual General Meeting.

Owners Corporation fees are payable quarterly in advance as below and due on the first day of January, April, July and October of each year.

#### **INSURANCE**

*Members are advised that under the Financial Services Reform Act an Owners Corporation manager who pays renewals must be an authorized representative of that insurance provider. The Manager advised the meeting that MBCM Tullamarine Managers are an Authorized Representative of Whitbread Insurance Brokers, CHU Insurance Limited and a distributor for Honan Insurance Brokers. Copies of the Product Disclosure Statements and Policies were made available on the MBCM Tullamarine website for unit owners.*

*Members are advised that under the Insurance Contracts Act 1984 they have a duty to disclose every matter relevant to the Insurer's decision whether to accept the risk. Therefore it is imperative that this office is notified in writing of any change in risk resulting from a change in tenancy (i.e. type of business being conducted) or if their property is vacant for more than 30 days. Members failure to comply with their duty of disclosure may result in the Insurer reducing his liability under the contract in respect of a claim or the Insurer may cancel the Contract. Members are also advised to ensure that the correct fire extinguishers and equipment are in place in their unit.*

*The Manager also explained that MBCM is required to obtain clear instruction for the renewal of the insurance and the importance of continuity of cover to comply with the Owners Corporations legal responsibilities.*

#### **Current Insurance**

Insurer:	CHU PUBLIC LIABILITY & COMMON PROPERTY ONLY
Building Coverage:	\$0.00
Public Liability:	\$30,000,000.00
Common Contents:	\$51,500.00
Loss of Rent/Temp Accom.:	\$0.00
Office Bearers Liability:	\$1,000,000.00
Excess:	\$1,000.00

***Please note*** the public liability within the Unit and owners contents such as carpet and light fittings are not covered under the Owners Corporation policy, therefore owners are encouraged to arrange their own contents insurance. Landlords or absentee owners should seek their own advice in regards to contents and Landlord insurance.

#### **Insurance Valuation**

Your property was last valued for insurance purposes on 13/10/2016.

**IT WAS RESOLVED** that an insurance valuation be sought for the common assets and that the insurance be renewed based on the findings.

#### **Insurance Renewal**

**IT WAS RESOLVED** for the Manager to obtain comparative quotations for insurance coverage prior to the renewal date and submit them to the Committee for its decision. It was further resolved that if MBCM do not receive a majority response from the committee, insurance will be renewed with the current insurer.

#### **APPOINTMENT OF THE MANAGER**

**IT WAS RESOLVED** that the Owners Corporation appoints Kaymakam & Associates Pty Ltd trading as Melbourne Body Corporate Management Craigieburn to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporation Act 2006 using the Contract of Appointment. If the Owners

Corporation has not elected a Committee the Owners Corporation hereby delegates to the Manager all the powers and the function of the Owners Corporation that are necessary to enable it to perform its duties as provided for within the Owners Corporation Act.

#### **DELEGATION TO MANAGER**

**IT WAS RESOLVED** that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

#### **OCCUPATIONAL HEALTH & SAFETY**

The Manager advises that the last OH&S Audit was carried out on 01/01/1900

*The Owners Corporation has an obligation to comply with the Occupational Health & Safety Act 2004. The Manager advises that MBCM Tullamarine is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager recommended that the Owners Corporation engage a Building Consultant to undertake an audit of the property to determine if the Owners Corporation is compliant with the current OH&S regulations.*

*The Manager advises members that compliance with Occupational Health & Safety obligations is an ongoing matter that requires the Owners Corporation to regularly inspect the property for compliance.*

#### **ESSENTIAL SAFETY MEASURES**

*The Manager advises that the Owners Corporation may have an obligation to comply with the Essential Safety Measures obligations of the Building Act 1993 and the Building Regulations 2006. The Manager further advised that MBCM Tullamarine is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager advises the meeting that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to Determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation.*

*The Current ESM Contractor is: Link Fire*

*Your last annual inspection was carried out on: 01/12/2024*

**IT WAS RESOLVED** to continue with the current ESM contractor until the next AGM

## **REPAIRS & MAINTENANCE**

### **GENERAL BUSINESS**

**IT WAS RESOLVED** that the Manager would obtain quotes for an investment/ term deposit account to transfer the balance of the sinking fund into have the committee advise how much they would like to transfer and the term of the deposit.

**IT WAS ALSO RESOLVED** that the committee would also Speak with Sonny the gardener to coordinate the hard pruning back of the larger hedges and communicate their resolution with the manager.

**IT WAS RESOLVED** that there would be an assessment of the common Paved areas between 21-23 by the committee with recommendations of what works they would like to undertake advised to the manager once due diligence is completed.

**IT WAS RESOLVED** that the committee would also confirm future works of the letter box upgrades and work with the manger to stagger the roll out.

**IT WAS ALSO RESOLVED** that the committee would assess capital works and advise the manager and affected parties.

### **MAJOR WORKS/**

#### **ADDITIONAL DUTIES CHARGES**

Please note that Major Works and Additional Duties performed by the Owners Corporation Manager that are NOT considered part of the normal Owners Corporation Duties will attract a fee as per Schedule 2.2 of the Management Agreement. This includes postal ballots, however the first postal ballot of the year will be undertaken at no charge.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6.00PM.

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

## Important information on fees and charges

(This page is part of the Fee Notice)

### Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

### Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

#### Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

#### Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

#### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)



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