

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*.

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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

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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/...../2022.

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/...../2022.

Print name(s) of person(s) signing: EDWARD FELIX MADDOCK and MADELINE BLAIR FORBES
.....

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

O'Brien Real Estate Blackburn
98 South Parade, Blackburn 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044 Mob: 0411 061 795 Ref: Anthony Molinaro

Vendor

EDWARD FELIX MADDOCK and MADELINE BLAIR FORBES

Vendor's legal practitioner or conveyancer

Axiom Victoria Conveyancing

Level 1, 317 Montague Street, Albert Park VIC 3206
PO Box 39, Albert Park Victoria 3206
DX: 34305 Albert Park

Email: yvonne@axiomconveyancingvic.com.au

Tel: 0418 523 753

Mob:

Fax: 03 9696 9728

Ref: YO:2022981

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11826 Folio 507	206	PS 710536X

The land includes all improvements and fixtures.

Property address:

The address of the land is: **Unit 206, 83 Tram Road, Doncaster 3108**

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

Any fixed floor coverings, electric light fittings, window furnishings, dishwasher, concrete bench

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 day of 2022 or earlier by mutual agreement.

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 / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

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.

ANNEXURE – SPECIAL CONDITIONS

1. Changes to general conditions

The following changes are made to the general conditions:

- (a) general condition 3 (guarantee) is amended by replacing "if the purchaser is a proprietary limited company" with "in the form of the guarantee and indemnity in Schedule 1 if the purchaser is not:
 - (1) a corporation listed on the Australian Stock Exchange;
 - (2) a trustee company authorised under the *Trustee Companies Act 1984*;
 - (3) a custodian or responsible entity authorised under the *Corporations Act 2001* (Cth); or
 - (4) a Crown instrumentality constituted under a special act of Parliament."
- (b) general condition 9 (consents) is deleted;
- (c) general condition 12 (builder warranty insurance) is deleted;
- (d) general condition 14.1(b) (payment of deposit) is amended by deleting the words "if there is no estate agent,";
- (e) general condition 23.2(b) is deleted;
- (f) the words ", but may claim compensation from the vendor after settlement" are deleted from general condition 31.3;
- (g) general conditions 31.4, 31.5 and 31.6 are deleted; and
- (h) general condition 33 is amended by deleting the reference to "2%" and replacing it with "5%".

2. Deposit

- 2.1 The stakeholder may invest the deposit in an interest bearing trust account up to the anticipated time of settlement if authorised by law, but is not obliged to do so. The parties release the stakeholder from any liability for investment of the deposit.
- 2.2 The parties must provide their tax file numbers to the stakeholder, if the stakeholder so requests, to enable the stakeholder to notify the authorised deposit taking institution so that withholding tax is not deducted from any interest earned.
- 2.3 The purchaser is immediately in default if the purchaser fails to pay the deposit or any part of it at the time required or if any cheque for the deposit is not honoured on presentation.

The vendor may immediately end this contract in writing without prior notice of the default in those circumstances. This is an essential obligation of the contract.

3. Planning and building

3.1 The purchaser buys the property subject to:

- (a) all restrictions on the use and development of the property under the planning scheme which affects the property;
- (b) the conditions and restrictions contained in any planning permit or other planning instrument which affects or may affect the land or the land's use or development;
- (c) any plan or scheme imposed or constituted by any legislation or imposed by any authority empowered by legislation to control the use or development of the property; and
- (d) the buildings, improvements, fixtures (including any swimming pool fence) and any other works as they stand, whether or not building permits, occupancy permits, certificates of occupancy or certificates of final inspection or certificate of compliance have been obtained for any building work (as defined by the *Building Act 1993*) and/or domestic building work (including swimming pool barrier fencing) that has been carried out on the property.

3.2 None of the restrictions, controls or matters set out in this special condition affects the validity of this contract or constitutes a defect in the vendor's title. The purchaser must not object, seek compensation or refuse to complete this contract because of any of those restrictions, controls or matters.

4. Purchaser acknowledgments

4.1 The purchaser acknowledges that:

- (a) this contract contains all the terms and conditions of the sale of the property by the vendor to the purchaser;
- (b) neither the vendor nor the vendor's estate agent has made any promise, representation or warranty that has induced the purchaser to enter into this contract;
- (c) the vendor's estate agent, the vendor's legal practitioners and any consultant, agent or employee or anyone else acting or purporting to act on behalf of the vendor did not have any authority to make any promise, representation or warranty that is not included in this contract;
- (d) the purchaser has been given every opportunity to inspect the property, has done so and has purchased it as a result of the purchaser's own inspection and inquiries and despite all defects and impediments that are or might exist in or on the property;
- (e) the purchaser has been given a copy of this contract before it has been signed and before any public auction. Consequently, the purchaser has been given every opportunity to negotiate the terms and conditions of this contract and has purchased the property on the terms and conditions as stated in this contract;
- (f) the vendor has not represented, warranted or guaranteed that there are no encroachments on, over or affecting the land or any adjoining land, and this sale is subject to any encroachments that may exist;

- (g) the purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land;
- (h) the vendor has not represented, warranted or guaranteed that:
 - (1) the improvements purporting to be on the property are wholly on the land; or
 - (2) the improvements situated wholly or partly on adjoining land do not encroach on the land;
- (i) the property is purchased subject to the existence or otherwise of approvals, consents, permits, certificates and licences from authorities about the property including:
 - (1) any conditions attaching to them; and
 - (2) any failure to comply with them;
- (j) the property is purchased despite the existence, material, serious or otherwise, of any contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance or asbestos;
- (k) electronic conveniences and devices such as amplifiers, speakers, televisions, projectors, telephones, modems, boosters, computers, tablets and other electronic conveniences and devices are not included in the property being sold;
- (l) all improvements on the property are sold in their state of repair and condition as at the day of sale and the purchaser must not require the vendor to add to, replace, repair, reinstate or reconstruct them;
- (m) if the land information certificate, issued by the Council and included in the vendor statement, identifies that the property is subject to a 'cladding rectification charge' or 'cladding rectification agreement' (as defined by the Local Government Act 1989) then:
 - (1) prior to entering into this contract, the purchaser had the opportunity to review and assess the cladding rectification charge and/or the cladding rectification agreement and the purchaser is satisfied with the cladding rectification charge and/or the cladding rectification agreement;
 - (2) the purchaser is not entitled to make any objection or claim compensation or rescind or end this contract by reason of any matter arising out of the cladding rectification charge and/or cladding rectification agreement; and
 - (3) the purchaser is responsible for all costs associated with the cladding rectification charge and/or the cladding rectification agreement;
- (n) the vendor has not represented, warranted or guaranteed:
 - (1) that the property is suitable for any specific development or may generally be developed in any way;
 - (2) that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
 - (3) that the existing swimming pool barrier fencing is compliant with the requirements of Part 9A of the Building Regulations 2018 or that a Certificate of Compliance has been obtained or is obtainable under Part 9A; or

- (4) the use to which the property may be physically or lawfully put, either presently or in the future; and
- (o) the purchaser has inspected all council records and other publicly available records in relation to all adjacent properties and nearby properties and has purchased the property as a result of the purchaser's own due diligence and investigations in relation to any planning permits, building permits and development proposals in relation to all adjacent properties and nearby properties that may affect, in any way, the amenity, development or development potential of the property being purchased under this contract.

4.2 The purchaser indemnifies the vendor against all loss, damage and costs that the vendor may incur about the matters acknowledged in this special condition.

5. Statement of adjustments

5.1 "Statement of adjustments and settlement statement" means a statement prepared by the purchaser setting out, in a form customarily used in good conveyancing practice in Victoria, the adjustments made to the price under this contract and the balance payable at settlement.

The purchaser must deliver a statement of adjustments and settlement statement to the vendor's legal practitioner at least 3 business days before the due date for settlement.

5.2 The vendor is not required to effect settlement until 3 business days after the statement of adjustments and settlement statement is delivered to the vendor's legal practitioner.

5.3 If, as a result of a breach of this contract by the purchaser, the property is registered in the name of the vendor at midnight on 31 December following the settlement date, land tax will be adjusted on the basis that the purchaser pays all of the land tax assessed (including all land tax assessed on a proportional basis and including any trust surcharge), charged and levied on the vendor in respect of the property after the settlement date.

5.4 All land tax must be adjusted at settlement on a proportional basis and taking into account the application of any trust surcharge.

6. Trustee purchaser

6.1 This special condition applies if the purchaser is a trustee of a trust, whether the trust is disclosed or not. In this special condition, references to the "purchaser" include the guarantor.

6.2 The purchaser warrants that it has full power under the trust of which the purchaser is the trustee ("**purchaser's trust**") to enter into and perform its obligations and liabilities under this contract.

6.3 The obligations and liabilities of the purchaser under this contract extend to the fund and any other assets of the purchaser's trust ("**trust fund**").

6.4 The purchaser must on the written demand or direction of the vendor exercise for the benefit of the vendor all rights of indemnity that the purchaser may have against the trust fund and all beneficiaries and unit holders of the purchaser's trust.

6.5 The purchaser is liable under this contract both in its personal capacity and as trustee of the purchaser's trust.

6.6 The purchaser must produce the original trust deed (stamped if necessary) and any other documents evidencing the purchaser's trust and the trust fund to the vendor within 14 days of written request by the vendor.

7. FIRB

7.1 Warranty

The purchaser warrants that one of the following apply:

(a) the purchaser:

is not required to provide notice of the entering into of this contract or the purchase of the property to the Foreign Investment Review Board ("**FIRB**") or any other relevant authority; and

does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or

(b) the purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant authority to the purchase of the property by the purchaser on the terms and conditions set out in this contract.

7.2 Indemnity

If the warranty in this special condition is untrue in any respect, the purchaser indemnifies the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this contract.

7.3 Non merger

This special condition will not merge on settlement or registration of the transfer of land and will continue to have full force and effect.

8. General contractual provisions

8.1 This contract is governed by the laws of Victoria.

8.2 If two or more parties to this contract represent the same interest, whether as vendor, purchaser or guarantor, they must comply with their obligations under this contract jointly, and in addition each of them assumes those obligations individually.

8.3 Each party must pay their own legal and other costs for the preparation, negotiation, execution and settlement of this contract.

8.4 This contract must not be construed to the disadvantage of a party because that party was responsible for its preparation.

8.5 Each signed counterpart of this contract is an original and all of the counterparts together constitute the same document.

8.6 Unless this contract expressly provides otherwise:

(a) each obligation in this contract survives settlement and the ending of this contract;

(b) a party may recover a payment under an indemnity in this contract before it makes the payment for which the indemnity is given;

(c) words expressed in the singular include the plural and vice versa;

(d) words expressed in one gender include the other genders, as is appropriate in the context; and

- (e) a reference to "person" includes a corporation;
- 8.7 The purchaser must pay and indemnifies the vendor against any taxes, duty, land tax and special land tax including any interest, penalty or like charge, arising from:
 - (a) the signing, delivery and performance of this contract;
 - (b) any contract or document entered into or signed about or associated with this contract; and
 - (c) this transaction.
- 8.8 Special condition 8.7 does not require the purchaser to pay or indemnify the vendor against any income or capital gains tax assessed under the *Income Tax Assessment Act 1997* (Cth) other than as specifically provided in this contract.
- 8.9 Each party must take all necessary further action to give effect to this contract.
- 8.10 If a provision of this contract is void, illegal or unenforceable:
 - (a) and if the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the minimum extent necessary to achieve that result; and
 - (b) in any other case, the offending provision must be severed from this contract, in which event the remaining provisions of this contract operate as if the severed provision had not been included.
- 8.11 The provisions of this contract that are capable of taking effect after settlement do not merge on settlement or transfer of the property and continue in full force and effect.
- 8.12 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right.
- 8.13 Neither the purchaser's obligations nor the rights, powers and remedies of the vendor under this contract are affected by:
 - (a) any time, indulgence or forbearance granted or extended by the vendor; or
 - (b) any acceptance of money by the vendor otherwise than under this contract.
- 8.14 A single or partial exercise of a power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract.
- 8.15 A waiver of a breach does not operate as a waiver of any other breach.
- 8.16 This contract constitutes the entire agreement between the vendor and the purchaser about the sale of the property.

9. GST Withholding Notice

- 9.1 The Vendor confirms that the Purchaser is not required to make a payment pursuant to section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) because the property is not new residential premises or potential residential land.
- 9.2 The parties acknowledge that the above Special Condition 9.1 constitutes the notice required by section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

10. Covid-19

- 10.1 In the event where settlement is delayed due to unforeseen circumstances which are not within the control of the Vendor and Purchaser, specifically any direct or indirect delay of settlement caused by the current COVID-19 situation, the vendor and purchaser agree that neither party will not be liable for any costs associated with the delay, including penalty interest and any costs suffered by either party.
- 10.2 The parties agree that should the Australian Government require the Vendor or Purchaser to self-isolate due to the outbreak of Covid-19, settlement will be delayed for the period of such self-isolation. The parties must advise of any self-isolation period, as soon as practicably possible. For the avoidance of doubt self-isolate has the same meaning as published by the Australian Government, whereby attendances at any public places including but not limited to shopping centres, work, school, childcare, university or public gatherings are prohibited.

If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

The vendor and purchaser agree that time remains of the essence and will endeavour to settle this matter by the due date under this Contract

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.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

- (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

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

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

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

SCHEDULE 1

Guarantee & indemnity

1. The vendor has entered into the contract in consideration of the request of each guarantor named or described in the signing clause (each of whom is described as “the guarantor”).
2. The guarantor guarantees to the vendor due and punctual payment and performance by the purchaser of:
 - (a) the price and each part of it;
 - (b) all other money; and
 - (c) the terms and conditions,to be paid, observed or performed by the purchaser under the contract.
3. The guarantor indemnifies and agrees to keep indemnified the vendor against all loss or damage suffered or incurred by the vendor as a result of any default by the purchaser in any payment under the contract or in the observance or performance by the purchaser of the covenants and conditions of the contract.
4. The guarantor covenants with the vendor that the guarantor will:
 - (a) pay to the vendor an amount equal to the total loss or damage caused to or incurred by the vendor; and
 - (b) do all other acts and things as the vendor may require to place the vendor in as good a position as the vendor would otherwise have been,if for any reason:
 - (c) the purchaser ceases to be bound by all or any of the terms of the contract; or
 - (d) the obligations of the purchaser under the contract are abrogated, diminished or modified in any way, otherwise than by performance of all of the purchaser's obligations or express agreement in writing to which the vendor is a party.
5. The guarantor's obligations under clause 4 remain even if the purchaser's obligations are abrogated, diminished or modified by operation of law, disclaimer of the contract by a liquidator or any other person who is or purports to be entitled by law to disclaim it or otherwise.
6. The obligations of the guarantor under clause 4 are original and independent and not by way of surety.
7. The guarantor is not released from liability under this guarantee and indemnity except by:
 - (a) payment in full of the price and the other money payable under the contract;
 - (b) performance and observance of all of the obligations of the purchaser under the contract; and
 - (c) payment of all money payable under this guarantee and indemnity.
8. This guarantee and indemnity is not affected by:

- (a) any waiver or indulgence, whether as to time or otherwise;
 - (b) any variation of the terms of the contract;
 - (c) any assignment, renewal or extension of the contract which the vendor and purchaser may agree;
 - (d) any want of capacity or of due execution by the purchaser;
 - (e) rescission or repudiation of the contract; or
 - (f) any other matter or thing which but for this clause would modify or abrogate the liability of the guarantor.
9. The guarantor must not compete with the vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the purchaser.
10. This guarantee and indemnity is continuing and is not discharged by the winding up or death of the vendor, the death of the purchaser or the death of the guarantor. This guarantee binds the successors and legal personal representatives of the guarantor.
11. The obligations of each guarantor are both joint and individual.
12. In this document:
- (a) "the contract" means the contract of sale of real estate to which this guarantee and indemnity is a schedule or attached;
 - (b) "loss" and "damage" include direct and indirect, special and consequential loss or damage;
 - (c) expressions used in the contract have the same meaning in this guarantee and indemnity;
 - (d) the singular means and includes the plural;
 - (e) references to the vendor are to each of them if there is more than one; and
 - (f) if there is more than one guarantor named or described in the signing clause, the fact that one of the guarantors has not executed this guarantee and indemnity does not affect the liability of the other guarantors.

Executed as a deed on

2022

SIGNED SEALED AND DELIVERED by

in the presence of:

Signature:

Signature:

Name:

PLEASE PRINT

Witness

SIGNED SEALED AND DELIVERED by

in the presence of:

Signature:

Signature:

Name:

PLEASE PRINT

Witness

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

Unit 206/83 Tram Road, Doncaster 3108

Vendor's name

Edward Felix Maddock

Date

/ /

**Vendor's
signature**

Vendor's name

Madeline Blair Forbes

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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 similar restriction affecting the property. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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 as follows:

None to the Vendor's knowledge, save for those revealed in the Vendor's Statement and documents attached thereto. The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor.

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:

Nil.

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:

Nil.

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):

Refer to the attached certificate.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations 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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

9.2 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 1000m²; (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)

--

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.

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)

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

Page 1 of 2

VOLUME 11826 FOLIO 507

Security no : 124097974235U
Produced 31/05/2022 10:26 AM

LAND DESCRIPTION

Lot 206 on Plan of Subdivision 710536X.

PARENT TITLES :

Volume 08341 Folio 372 Volume 08575 Folio 305

Created by instrument PS710536X 13/10/2016

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MADELINE BLAIR FORBES

EDWARD FELIX MADDOCK both of UNIT 206 83 TRAM ROAD DONCASTER VIC 3108

AS622277H 16/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS622278F 16/10/2019

WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS710536X 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: APARTMENT 206 83 TRAM ROAD DONCASTER VIC 3108

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

Effective from 17/10/2019

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710536X

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS710536X
Number of Pages (excluding this cover sheet)	9
Document Assembled	31/05/2022 10:29

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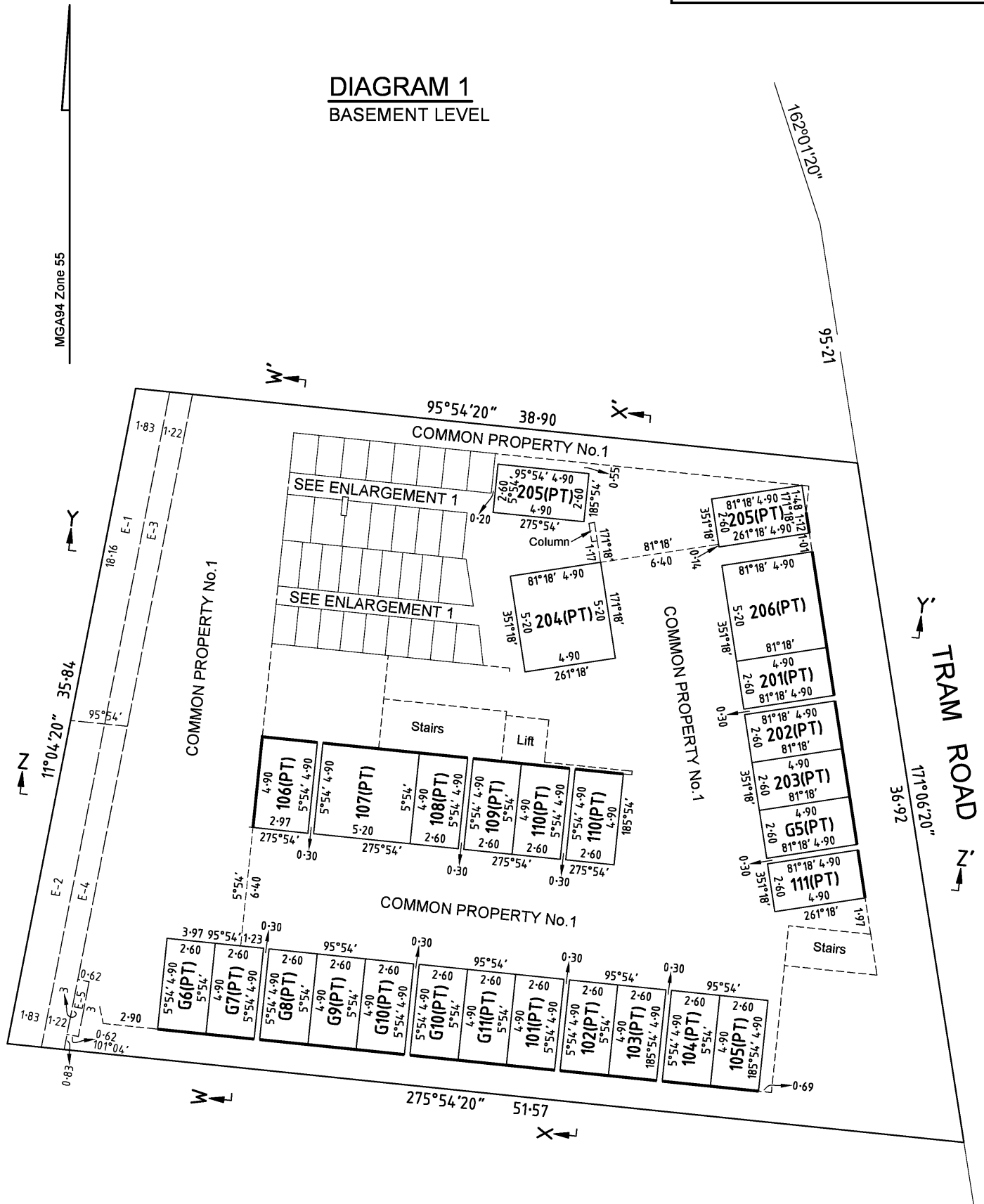
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PLAN OF SUBDIVISION			EDITION 1	PS 710536X	
LOCATION OF LAND PARISH: BULLEEN TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: PART OF UNWINS CROWN SPECIAL SURVEY TITLE REFERENCE: Vol. 8341 Fol. 372 Vol. 8575 Fol. 305 Vol. Fol. LAST PLAN REFERENCE: LOTS 20 & 21 ON LP42014 POSTAL ADDRESS: 81-83 TRAM ROAD (at time of subdivision) DONCASTER 3108 MGA CO-ORDINATES: E: 334 895 ZONE: 55 (of approx centre of land N: 5 815 840 GDA 94 in plan)			Council Name: Manningham City Council Council Reference Number: SC16/007151 Planning Permit Reference: PL16/025957 SPEAR Reference Number: S079628V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 06/09/2016 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification Digitally signed by: Peter McWhinney for Manningham City Council on 12/10/2016		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		Total site area : 1615m² Number of lots : 33 Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Interior Face : All boundaries ----- Lines shown thus define a structure of the building that does not constitute a boundary. Common Property 1 is all the land in the plan except the lots and it includes the structure of all walls, floors, ceilings, windows, doors and balustrades which define boundaries. CP No.1 - Common Property No.1 Lots LG1 to LG5, G1 to G9, G11, 101 to 106, 107, 108, 109, 111, 201, 202, 203, 204 & 206 comprise of 3 parts. Lots G10, 110 & 205 comprise of 4 parts. All internal columns, service ducts, pipe shafts, cable ducts & service installations within the building are deemed to be part of common property No.1. The positions of these columns, service ducts, pipe shafts, cable ducts & service installations may not have been shown on the diagrams contained herein. Lots in this plan may be affected by one or more Owners Corporations. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.		
Nil	Nil				
NOTATIONS					
DEPTH LIMITATION: Does not apply					
SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1,E-2 E-1,E-3 E-2,E-4 E-1,E-2,E-3,E-4 & E-5	Drainage & Sewerage Sewerage Sewerage Sewerage	1.83 3.05 3.05 See Plan	LP42014 Inst.D889615 Inst.D904669 This Plan	Lots on LP42014 MMBW MMBW Yarra Valley Water Corporation	
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au			SURVEYORS FILE REF: 13668 Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 9 PLAN REGISTERED TIME: 4.18pm DATE: 13/10/16 Assistant Registrar of Titles

PS 710536X

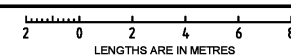
DIAGRAM 1
BASEMENT LEVEL



GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE
1:200



Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

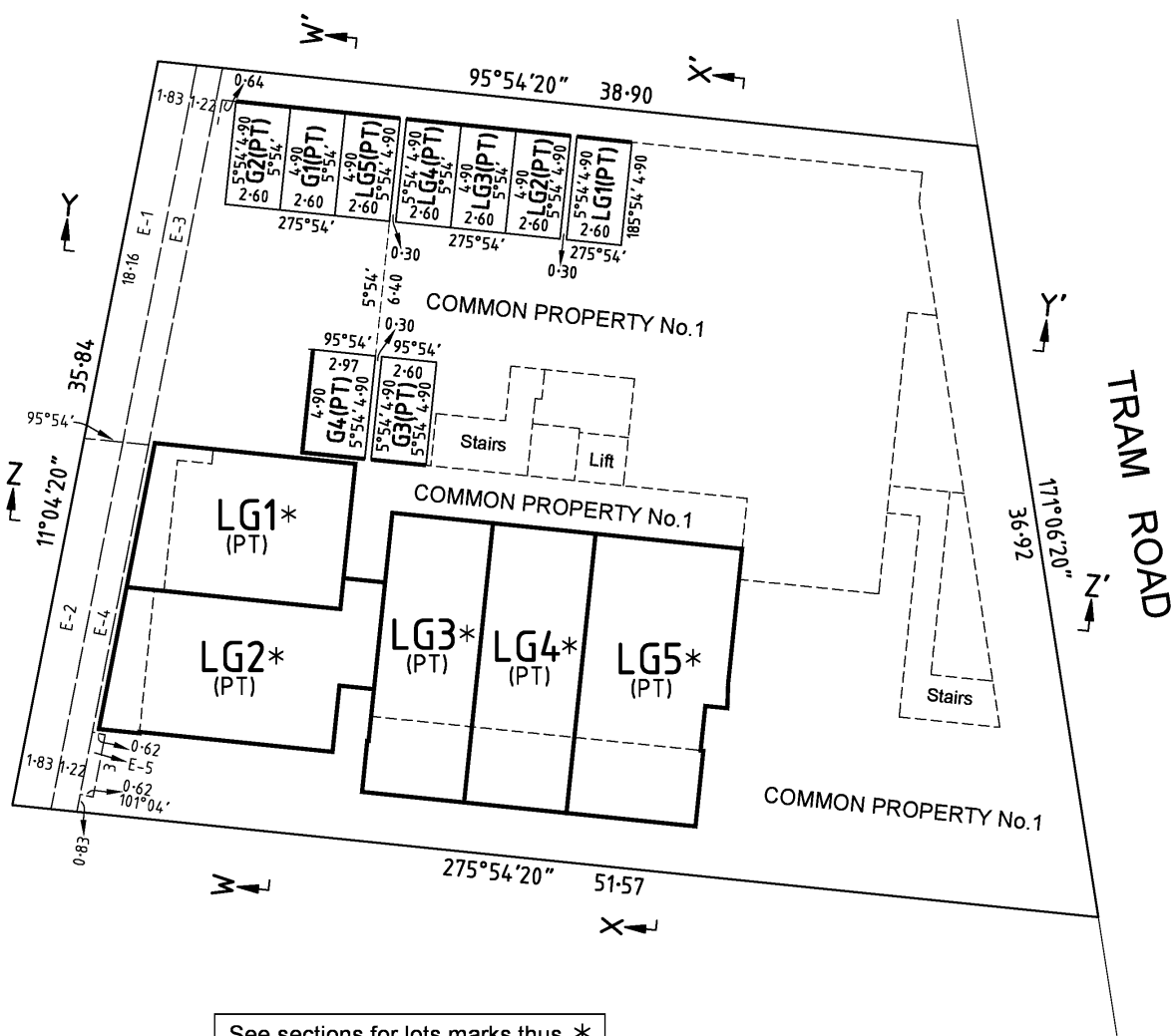
SHEET 2

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X

DIAGRAM 2
LOWER GROUND FLOOR

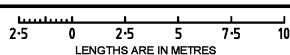
MG94 Zone 55



GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE
1:250



Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

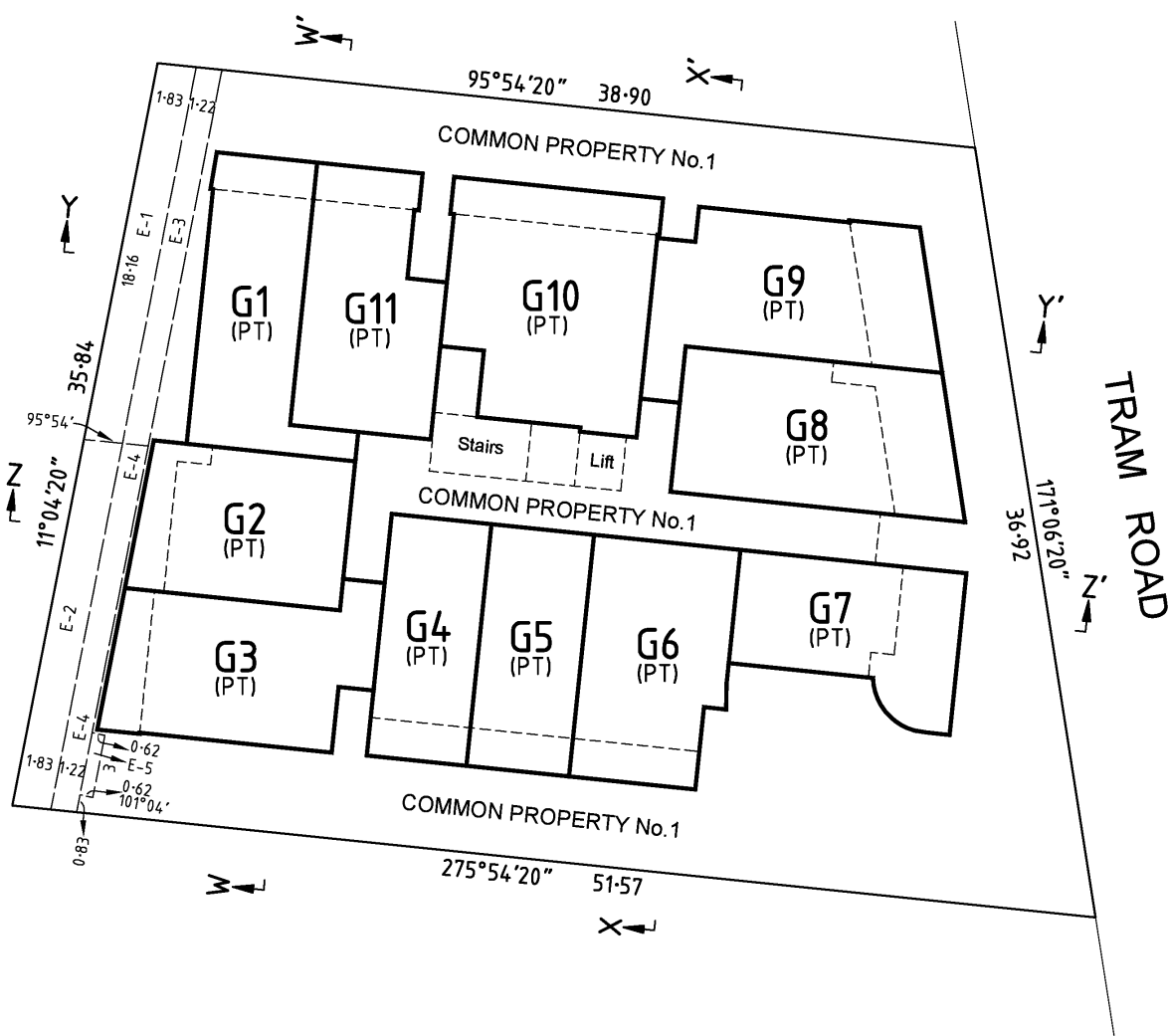
SHEET 3

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X

DIAGRAM 3
GROUND FLOOR

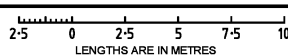
MG94 Zone 55



GOODISON & ASSOCIATES

LICENSED SURVEYORS
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TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE
1:250



Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

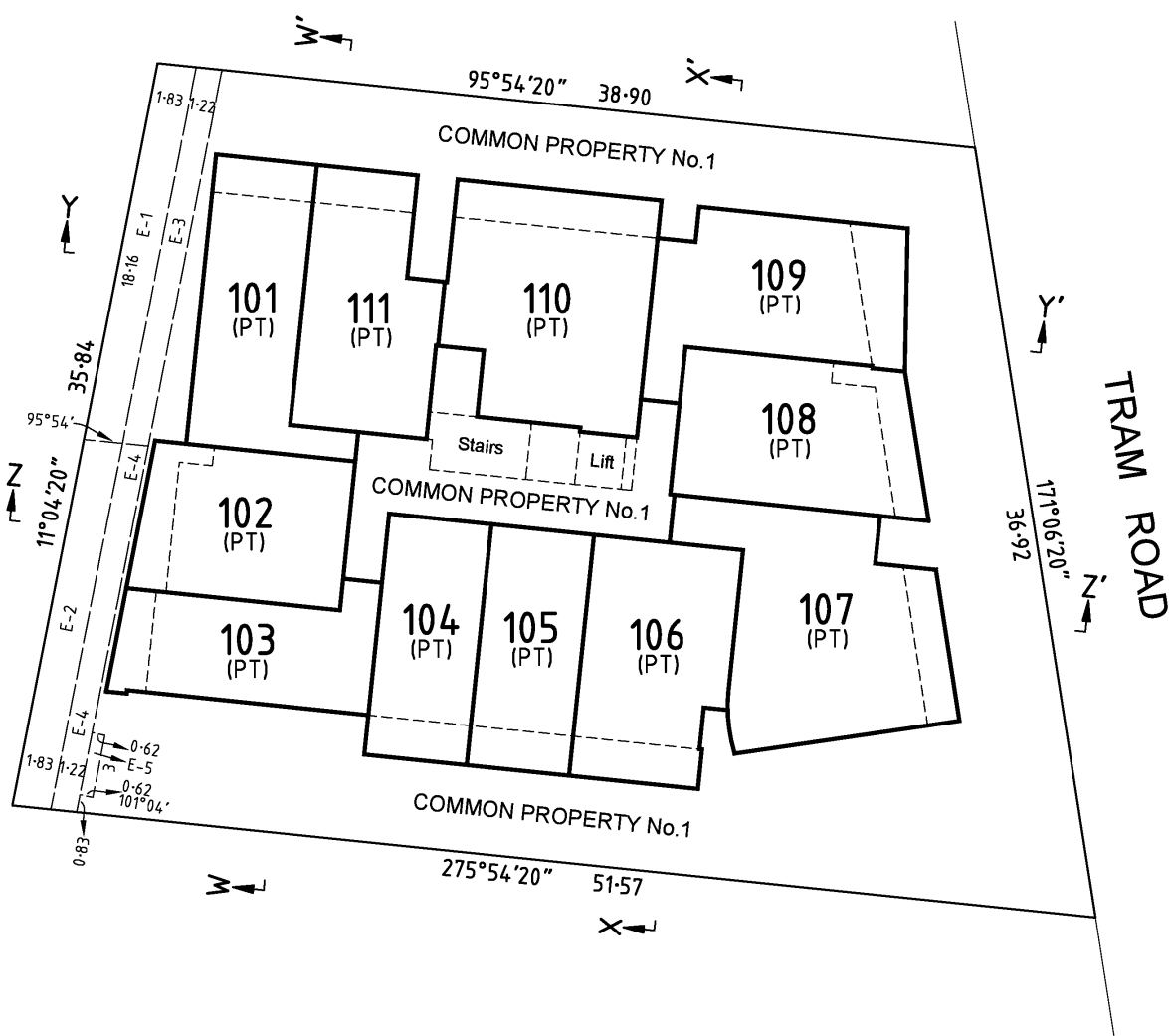
SHEET 4

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X

DIAGRAM 4
FIRST FLOOR

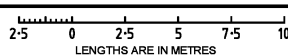
MGA94 Zone 55



GOODISON & ASSOCIATES

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TEL: 9428-1818 FAX: 9428-0015
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SCALE
1:250



Digitally signed by: Bernard Goodison (Goodison & Associates),
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11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

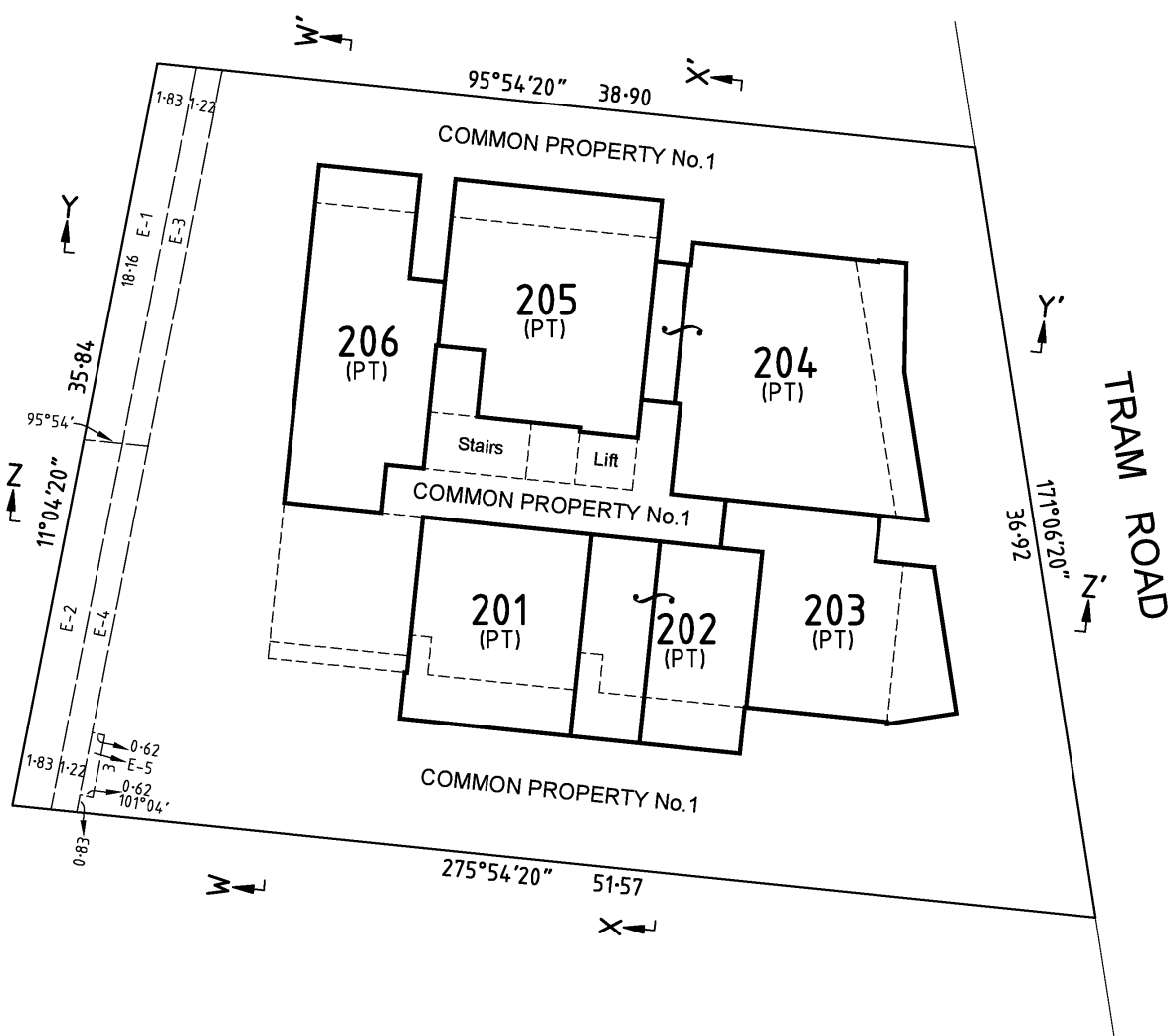
SHEET 5

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X

DIAGRAM 5
SECOND FLOOR

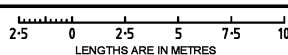
MG94 Zone 55



GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE
1:250

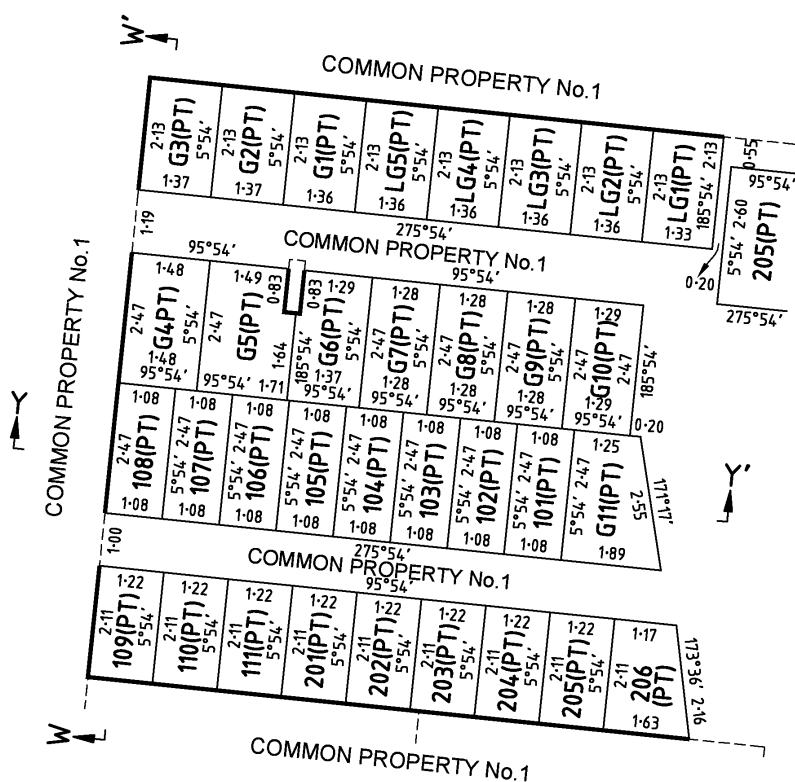


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Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

SHEET 6

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Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V



ENLARGEMENT 1

BASEMENT LEVEL (PART)
SCALE 1:100

GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE

LENGTHS ARE IN METRES

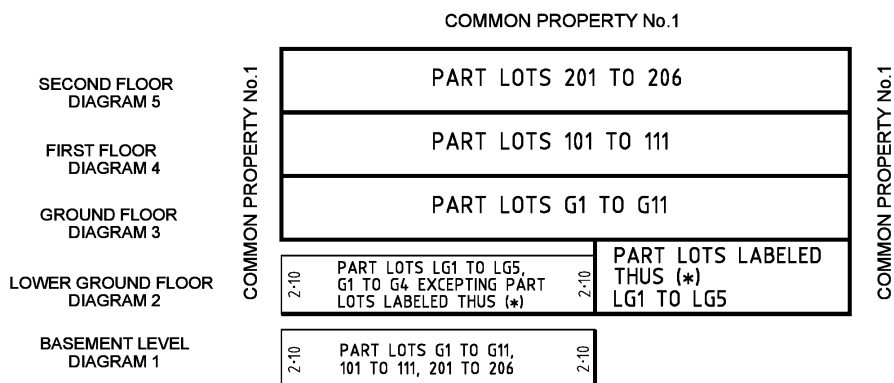
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Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

SHEET 7

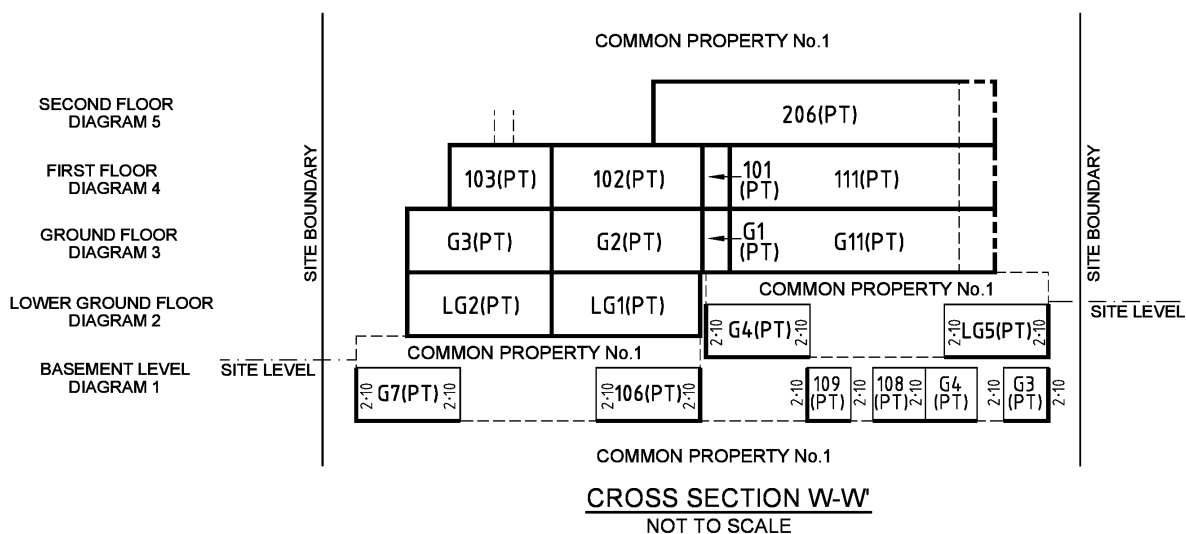
Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X



COMMON PROPERTY No.1

TYPICAL ELEVATION
UNLESS OTHERWISE SHOWN
NOT TO SCALE



GOODISON & ASSOCIATES

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E-mail: goodison@pacific.net.au

SCALE

LENGTHS ARE IN METRES

Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

**ORIGINAL SHEET
SIZE: A3**

SHEET 8

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

PS 710536X

SECOND FLOOR
DIAGRAM 5

FIRST FLOOR
DIAGRAM 4

GROUND FLOOR
DIAGRAM 3

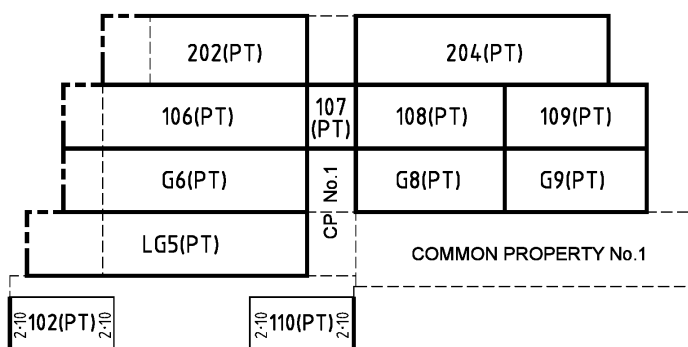
LOWER GROUND FLOOR
DIAGRAM 2

BASEMENT LEVEL
DIAGRAM 1

SITE BOUNDARY

SITE LEVEL

COMMON PROPERTY No.1



COMMON PROPERTY No.1

CROSS SECTION X-X'

NOT TO SCALE

SECOND FLOOR
DIAGRAM 5

FIRST FLOOR
DIAGRAM 4

GROUND FLOOR
DIAGRAM 3

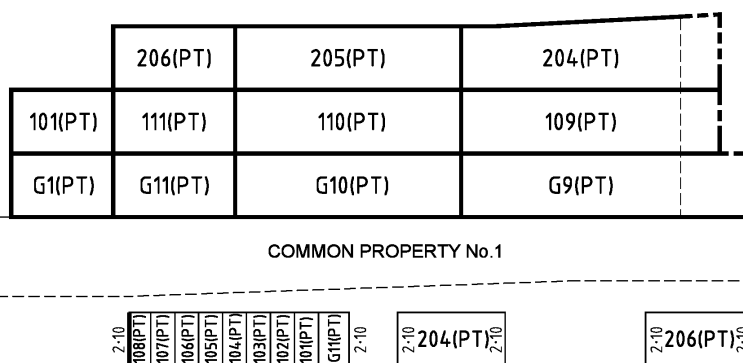
LOWER GROUND FLOOR
DIAGRAM 2

BASEMENT LEVEL
DIAGRAM 1

SITE BOUNDARY

SITE LEVEL

COMMON PROPERTY No.1



COMMON PROPERTY No.1

CROSS SECTION Y-Y'

NOT TO SCALE

SITE BOUNDARY

TRAM ROAD

SITE LEVEL

SECOND FLOOR
DIAGRAM 5

FIRST FLOOR
DIAGRAM 4

GROUND FLOOR
DIAGRAM 3

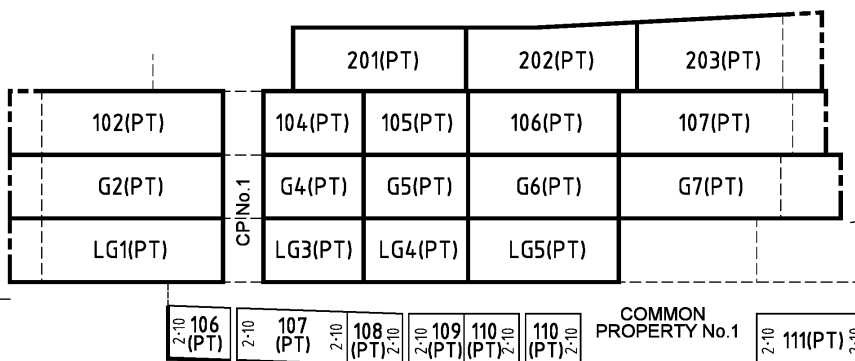
LOWER GROUND FLOOR
DIAGRAM 2

BASEMENT LEVEL
DIAGRAM 1

SITE BOUNDARY

SITE LEVEL

COMMON PROPERTY No.1



COMMON PROPERTY No.1

CROSS SECTION Z-Z'

NOT TO SCALE

SITE BOUNDARY

TRAM ROAD

SITE LEVEL

GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE

LENGTHS ARE IN METRES

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11/10/2016 Amended: 13/10/2016

ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 31/05/2022 10:29:03 AM

OWNERS CORPORATION 1
PLAN NO. PS710536X

The land in PS710536X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 111, 201 - 206, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, LG1, LG2, LG3, LG4, LG5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BODY CORPORATE VICTORIA PTY LTD BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST VIC 3151

AU058980Q 23/02/2021

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. AN899798W 05/06/2017

Additional Owners Corporation Information:

OC032589D 13/10/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	29	29
Lot 102	27	27
Lot 103	25	25
Lot 104	22	22
Lot 105	22	22
Lot 106	31	31



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/05/2022 10:29:03 AM

OWNERS CORPORATION 1
PLAN NO. PS710536X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	45	45
Lot 108	31	31
Lot 109	31	31
Lot 110	40	40
Lot 111	30	30
Lot 201	27	27
Lot 202	27	27
Lot 203	31	31
Lot 204	56	56
Lot 205	40	40
Lot 206	40	40
Lot G1	29	29
Lot G2	27	27
Lot G3	32	32
Lot G4	22	22
Lot G5	22	22
Lot G6	31	31
Lot G7	19	19
Lot G8	31	31
Lot G9	31	31
Lot G10	40	40
Lot G11	30	30
Lot LG1	26	26
Lot LG2	32	32
Lot LG3	22	22
Lot LG4	22	22
Lot LG5	30	30
Total	1000.00	1000.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/05/2022 10:29:03 AM

OWNERS CORPORATION 1
PLAN NO. PS710536X

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.

PROPERTY REPORT

From www.planning.vic.gov.au at 31 May 2022 10:39 AM

PROPERTY DETAILS

Address: **206/83 TRAM ROAD DONCASTER 3108**

Lot and Plan Number: **Lot 206 PS710536**

Standard Parcel Identifier (SPI): **206\PS710536**

Local Government Area (Council): **MANNINGHAM**

Council Property Number: **800568**

Directory Reference: **Melway 47 D1**

www.manningham.vic.gov.au

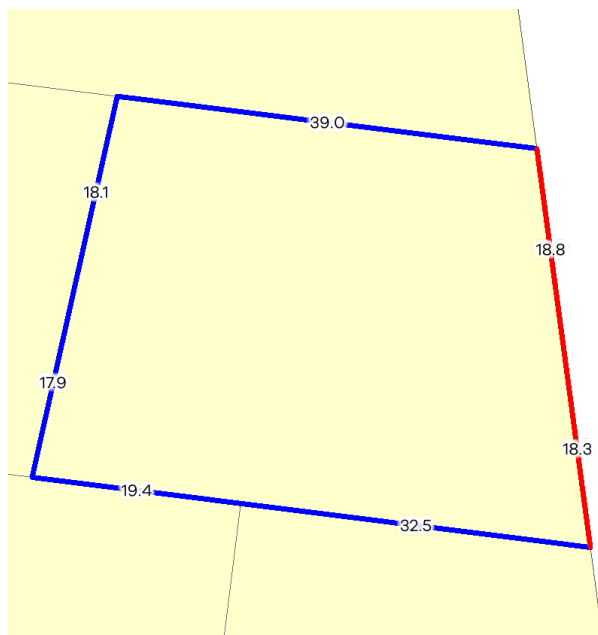
Note: There are 34 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

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>

SITE DIMENSIONS

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



Area: 1630 sq. m

Perimeter: 164 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: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**

Legislative Assembly: **BULLEEN**

PLANNING INFORMATION

Planning Zone: [RESIDENTIAL GROWTH ZONE \(RGZ\)](#)
[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 \(DDO8-1\)](#)

PROPERTY REPORT

Planning scheme data last updated on 25 May 2022.

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>

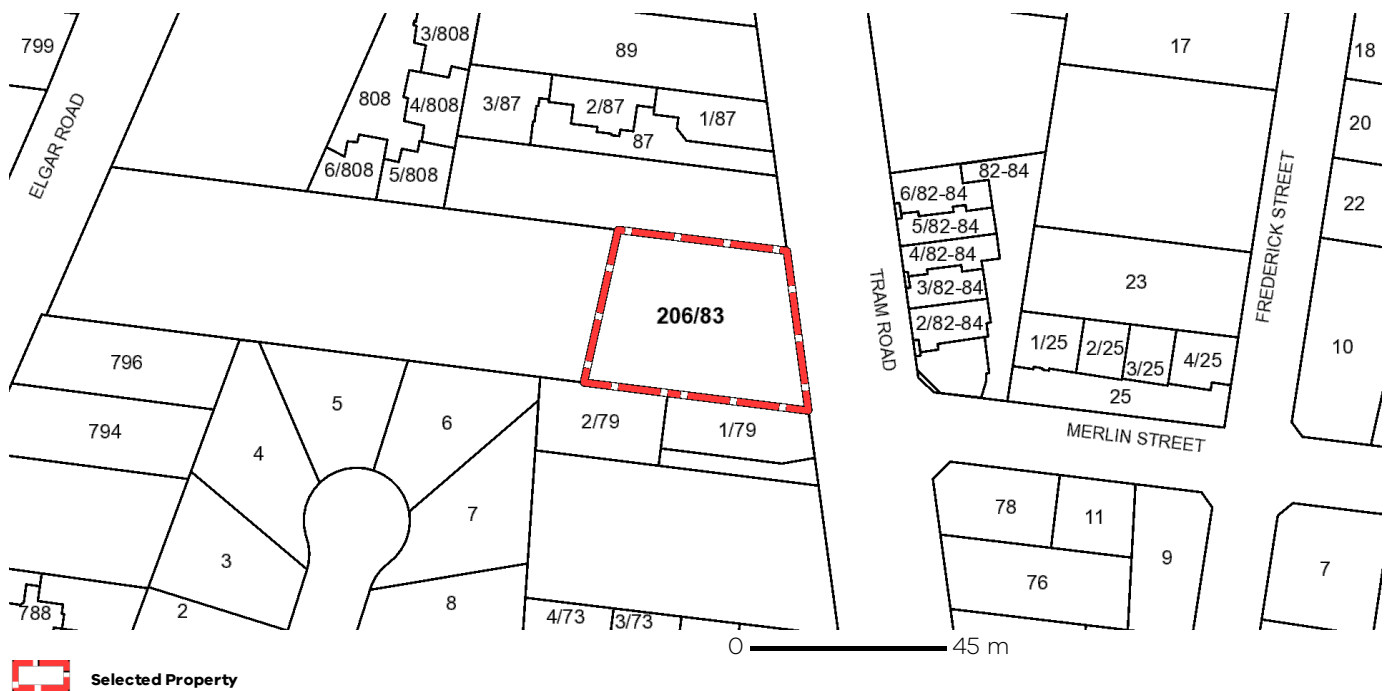
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates 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>

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 May 2022 10:38 AM

PROPERTY DETAILS

Address: **206/83 TRAM ROAD DONCASTER 3108**
Lot and Plan Number: **Lot 206 PS710536**
Standard Parcel Identifier (SPI): **206\PS710536**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **800568**
Planning Scheme: **Manningham**
Directory Reference: **Melway 47 D1**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **BULLEEN**

OTHER

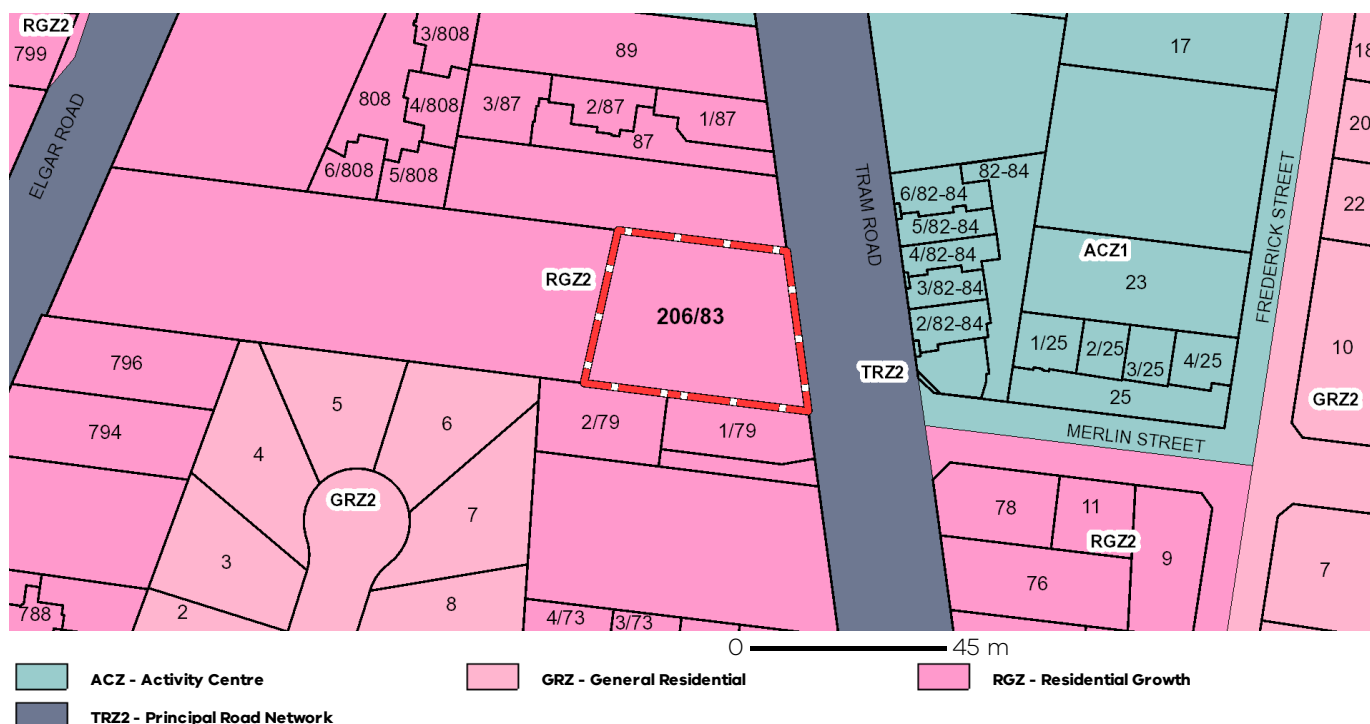
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)



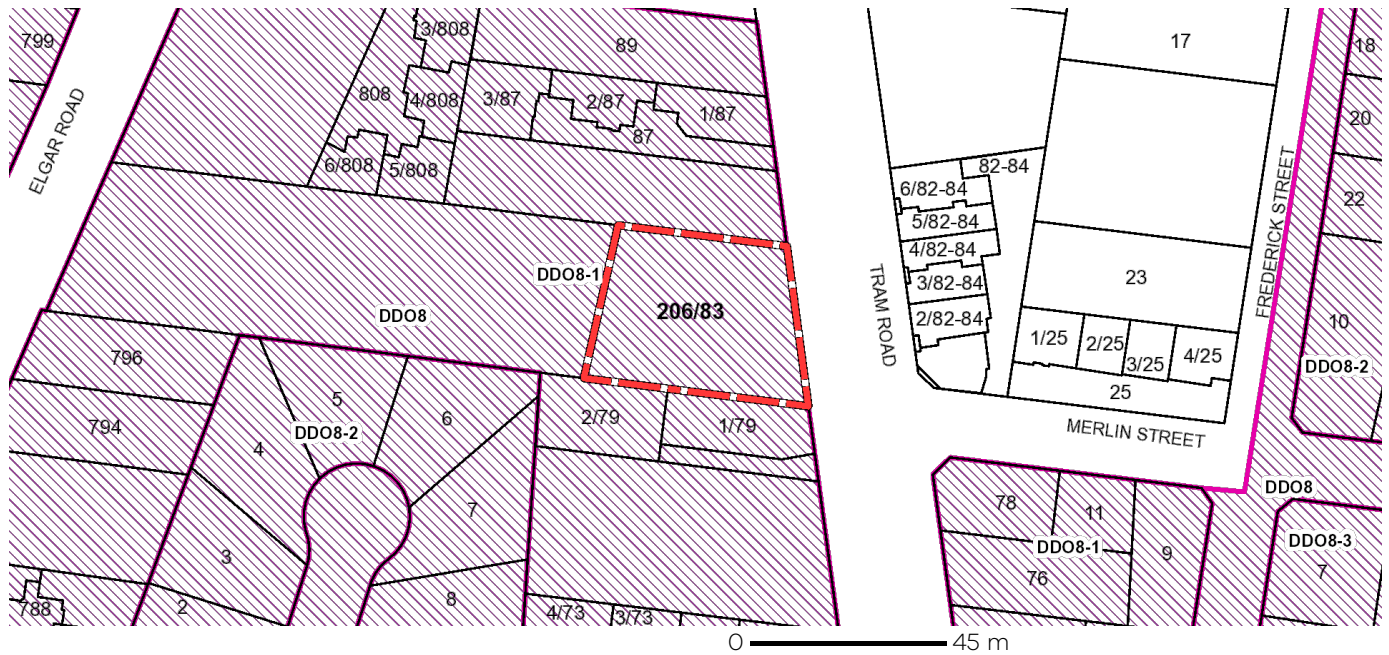
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 \(DDO8-1\)](#)

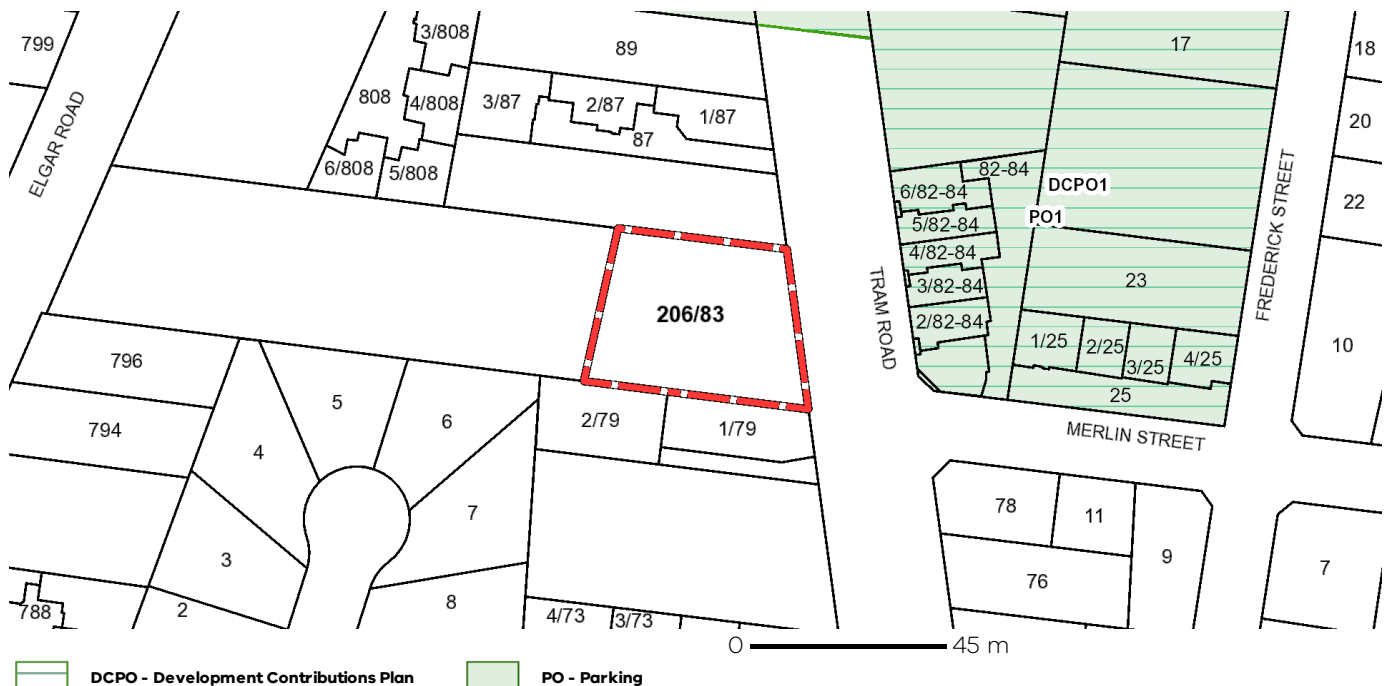


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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



Further Planning Information

Planning scheme data last updated on 25 May 2022.

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>

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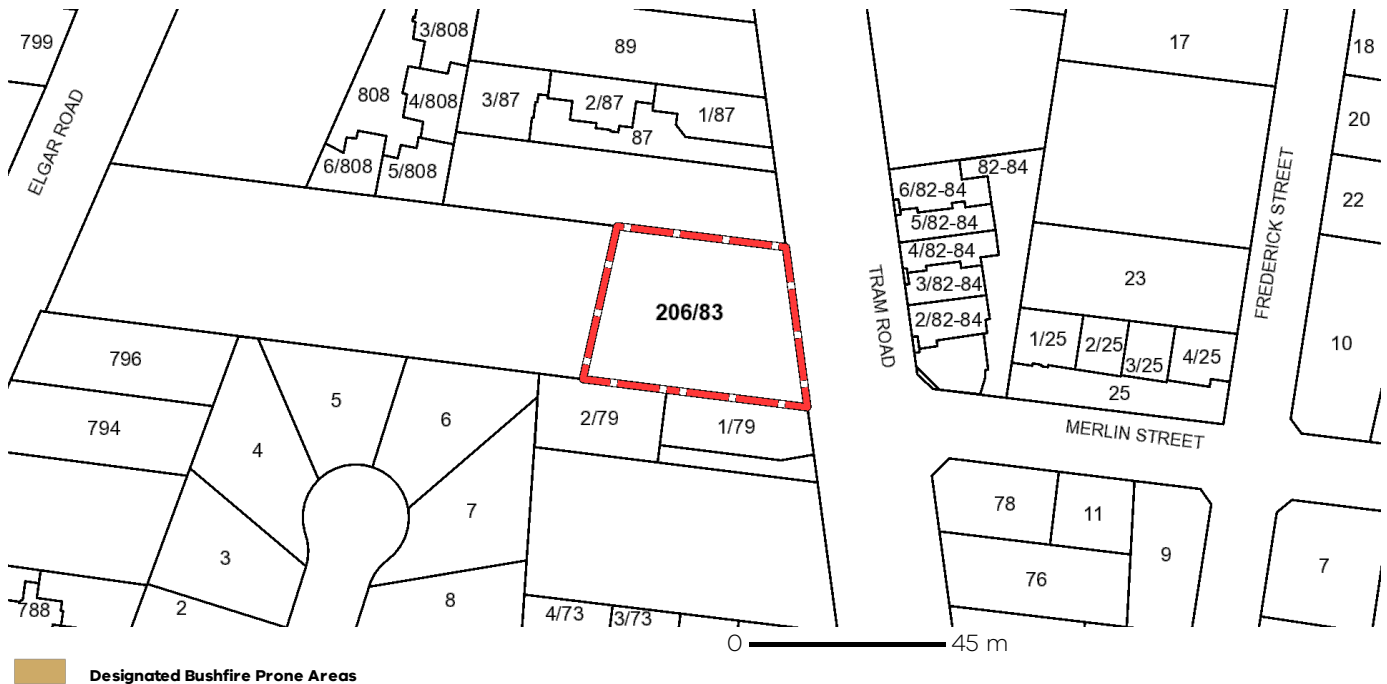
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

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

Your quarterly bill

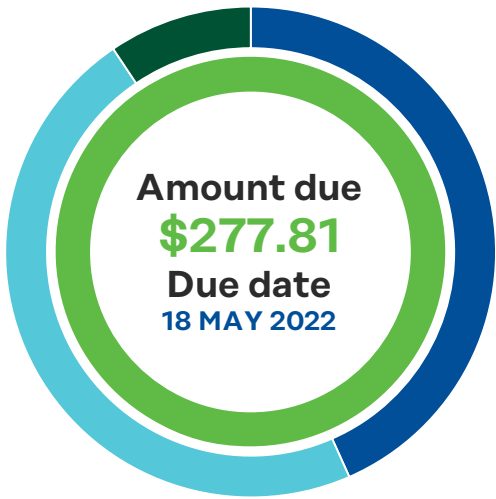


Emailed to: edfmaddock@gmail.com
MS M FORBES & MR E MADDOCK
APT 206/83 TRAM RD
DONCASTER VIC 3108

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	90 6676 5188
Invoice number	9063 3835 00672
Issue date	27 Apr 2022
Property address	APT 206, 83 TRAM RD DONCASTER
Property reference	5093447, LOT 206
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

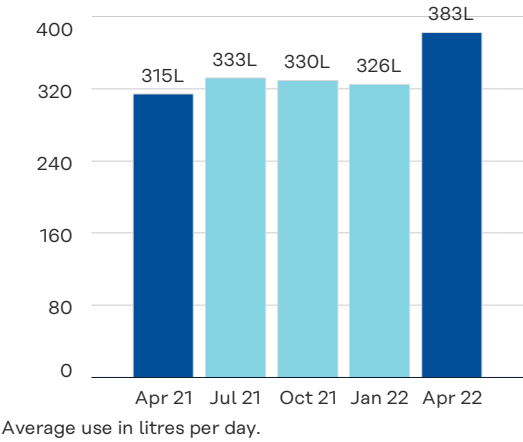
Previous bill	\$256.33
Payment received thank you	-\$256.33
Balance carried forward	\$0.00
This bill	
Usage charges	
Water usage	\$89.10
Sewage disposal	\$31.58
Service charges	
Water supply system	\$19.49
Sewerage system	\$111.33
Other authority charges	
Waterways and drainage	\$26.31
Total this bill (GST does not apply)	\$277.81
Total balance	\$277.81



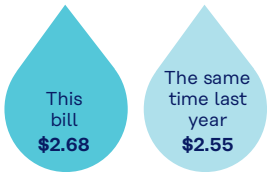
- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 155L of water use per person, per day.



Your daily spend



Excludes other authority charges.



How to pay



Direct Debit
Sign up for Direct Debit at yvwm.com.au or call 1300 304 688.

BPAY®
Biller code: **344366**
Ref: **906 6765 1882**

Credit card
Online: yvwm.com.au/paying
Phone: **1300 362 332**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit yvwm.com.au/paying
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Biller code: **3042**
Ref: **9063 3835 00672**

Cheque
Send a cheque with this portion of your bill to
Yarra Valley Water
GPO Box 2860 Melbourne
VIC 3001

MS M FORBES & MR E MADDOCK	
Account number	90 6676 5188
Invoice number	9063 3835 00672
Total due	\$277.81
Due date	18 May 2022
Amount paid	\$

Your usage details

From 22 Jan 2022 - 26 Apr 2022 (94 days)

Water usage		1kL = 1,000 litres	
Meter number	Current reading	Previous reading	Usage
YAAD042606	431kL -	395kL =	36kL
Water usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	36.000kL x	\$2.4749 =	\$89.10
Total	36.000kL		\$89.10
Sewage disposal			
Sewage disposal charge	Sewage volume	Price \$/kL	Amount
	27.637kL x	\$1.1426 =	\$31.58
Total usage charges			\$120.68

Your charges explained

- Water usage charge

The cost for water used at your property, including treatment and delivery. The cost of water increases with the amount used (STEP tariffs).
- Sewage disposal charge

The cost of removing and treating sewage. This is based on your indoor water usage. We deduct a percentage of water estimated to be used outside.
- Water supply system charge

1 April 2022 - 30 June 2022

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- Sewerage system charge

1 April 2022 - 30 June 2022

A fixed cost for running, maintaining, and repairing the sewerage system.
- Other authority charges

Waterways and drainage charge

1 April 2022 - 30 June 2022

We collect the waterways and drainage charge on behalf of Melbourne Water to help protect our rivers and creeks, improve drainage and flood management, and urban development planning in the Port Phillip and Westernport region. Learn more at [MelbourneWater.com.au/wwdc](#).

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](#).

Registering your concession can also reduce the amount you need to pay.

Please call us on **1800 680 824** or visit [yvw.com.au/concession](#).

Contact us

	Enquiries	1300 304 688	For language assistance	
	Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
	enquiry@yvw.com.au		廣東話	1300 921 362
	yvw.com.au		Ελληνικά	1300 931 364
	TTY Voice Calls	133 677	普通话	1300 927 363
	Speak and Listen		For all other languages call our translation service on 03 9046 4173	
		1300 555 727		



Next meter reading:

Between 20-27 Jul 2022

Spotted a burst or leak?

- 

To check if a fault has already been reported visit [faults.yvw.com.au](#)

To report an issue: Visit [yvw.com.au/reportfault](#)

Download and use the **Snap, Send and Solve** app
- 

Call our 24-7 emergency hotline on **13 27 62**

Reduce your showers to 4 minutes of fame.

You can save an average of \$200 a year by shortening your showers to 4 minutes.



 [yvw.com.au/showershorter](#)



Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2021 to 30 June 2022

MB Forbes & EF Maddock
Apt 206/83 Tram Road
DONCASTER VIC 3108



029

TAX INVOICE

Date of issue: 23 JULY 2021

Property ID: 800568

Amount Due:

\$218.90

Due Date:

30 September 2021



To receive your notice electronically please register at:
manningham.enotices.com.au
Reference number: 8ED52723FK

Property location

Apt 206/83 Tram Road
DONCASTER VIC 3108
Lot 206 PS 710536X Vol 11826 Fol 507

AVPCC: 125 - Strata unit or flat

Rates and charges

General Rate
Fire Service Levy Residential Fixed
Fire Service Levy Residential Variable

Property valuation

Level of value date	1 January 2021
Valuation effective date	1 July 2021
Site value	\$117,500
Capital improved value	\$430,000
Net annual value	\$21,500
0.00171312 x CIV \$430,000	\$736.60
0.000059 x CIV \$430,000	\$114.00
	\$25.30

Payments or changes received after 19 July 2021 may not be reflected on this notice.

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

Total \$875.90

HOW TO PAY See reverse for details

Option A Four instalments

30/09/2021	\$218.90
30/11/2021	\$219.00
28/02/2022	\$219.00
31/05/2022	\$219.00

Please see reverse
for further details

Amount Due
\$218.90

Option B 10 instalments (Direct Debit only)

15/09/2021	\$83.90
15/10/2021	\$88.00
15/11/2021	\$88.00
15/12/2021	\$88.00
17/01/2022	\$88.00
15/02/2022	\$88.00
15/03/2022	\$88.00
15/04/2022	\$88.00
16/05/2022	\$88.00
15/06/2022	\$88.00



Make direct debit payments in either four or 10 instalments from your nominated bank account. Apply online at **manningham.vic.gov.au/direct-debit-request-form**



Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano العربية فارسی



Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Payment Reference No:
8005688



Bill Code:
1099
Reference No:
1008005688



Australia Post

Billpay Code:
0918
Reference No:
1689 0021 5



Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

Property ID
800568

Property address
Apt 206/83 Tram Road
DONCASTER VIC 3108

Ratepayer
MB Forbes & EF Maddock

Date

Amount paid

FIRST INSTALMENT \$218.90



*918 168900215

Notice of Valuation

The property described on the front of this notice has been valued as at 1 January 2021, those levels of value became effective for Rating purposes from 1 July 2021. Manningham Council uses the Capital Improved Value as the basis for calculation of the rate. Property Valuations may also be used by other rating authorities for the purpose of a rate or tax. For more information regarding Valuations and their definitions, please visit: manningham.vic.gov.au/property-valuations

Objection to Valuation

Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered. Please visit ratingvaluationobjections.vic.gov.au to complete the prescribed form. Alternatively, please contact Customer Service on 9840 9333 to discuss. Discussion with a Valuer General appointed valuer is recommended prior to lodging an objection.

Regardless of any objection having been made, the Rates and Charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this Notice.

State Government Fire Services Property Levy

Council is required to collect money on behalf of the State Government for the Fire Services Property Levy (FSPL). This levy is passed on in full to the State Government to fund Fire Rescue Victoria. Further information can be found at firelevy.vic.gov.au

Rate Capping

Council has complied with the Victorian Government's rate cap of 1.5 per cent. The cap applies to the average annual increase of rates. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Payments of Rates and Charges

Rates and Charges are due and payable by four instalments as shown on the front of this notice. Instalment notices will be issued for the second, third and fourth instalments. Payment for the four instalments can be made by Direct Debit or one of the other payment methods listed on the Rate Notice. Alternatively, you can choose to pay 10 monthly payments.

HOW TO PAY



Four instalment option: direct debits will be deducted on the instalment due dates.
10 month option: direct debits will be deducted over 10 monthly instalments.
Savings or cheque accounts only.
Apply online at manningham.vic.gov.au/direct-debit-request-form. Alternatively, please call us on 9840 9333.



Online payments

To pay your rates online, visit manningham.vic.gov.au/pay-rates-online
Quote the Payment Reference Number shown on the front of this notice.



Telephone and Internet Banking - BPAY®
Contact your participating bank, credit union or building society to make this payment from your cheque or savings account or credit card.
Quote the Biller Code and Customer Reference Number shown on the front of this notice.



In person

Payments can be made at Australia Post, or Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8.00am to 5.00pm, Monday to Friday.



Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16 or at auspost.com.au/postbillpay.

Quote the Billpay Code and reference number shown on the front of this notice.



Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'.
Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

You must complete a Direct Debit form and return it to Council for this option. If you wish to pay all four instalments by a single payment you may do so by 30 September 2021. There is no provision to pay in full at a later date.

Please note: If you pay by Council Approved Direct Debit, Instalment Notices will not be issued.

Receiving your rate notice via email

You can register to receive your rate notice via email by going to manningham.enotices.com.au. You will need your enotice reference number which is shown on the front of this notice.

Allocation of payments

All payments will be allocated in the following order:

- Legal costs (if any)
- Interest owing (if any)
- Arrears owing (if any)
- Current rates owing

Penalties for Late Payment

Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10% per annum. The interest rate to be charged is set under the *Penalty Interest Rates Act 1983*.

Arrears

Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action without further notice.

Payment Difficulties

If you anticipate that you may have difficulty paying this account by the due date, please visit manningham.vic.gov.au/rates-payment-plan for more information. Alternatively, please contact Customer Service on 9840 9333 to discuss.

Pensioner Rate Concession

Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principal place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of the notice.

Low Income Health Care Card Rate Reduction

If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence. An application is required to be made to Council every year in order to be granted this rebate.

Change of details

Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting manningham.vic.gov.au/update-your-rates-details. For a change of ownership, a Notice of Acquisition must be submitted.

Date rates declared, Tuesday 29 June 2021

Enquiries to: Building Dept
Telephone: 9840 9430
Ref No.: BinfW19/01197

REQUEST FOR INFORMATION REGULATION 51

04 October 2019

Landata
C/- Victorian Land Registry Services P/L
L1 Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Your Ref: 350402
Property: Apt 206/83 Tram Road DONCASTER VIC 3108
Lot 206 PS 710536X Vol 11826 Fol 507

I refer to your request for information dated 02/10/2019 pursuant to Building Regulation 51.
Council records indicate the following:

Building Permits issued in the preceding ten (10) years:

RELEVANT BUILDING SURVEYOR: John Athanasiou of Builde Permits
Building Permit No. 25334/20150144/0 (our ref. BA-15/67562) dated 15-Apr-2015 for
33 x Dwellings Apartment Building & Carpark
- Occupancy Permit No. 25334/20150144/0 dated 16-Aug-2016

Details of any current Notices/Orders issued under Building Act: NIL

Please Note: Current law requires property owners to ensure all Swimming Pools & Spas are provided with compliant barriers to restrict access by young children, in accordance with the Building Regulations.

Yours faithfully,



Manningham Council



Interpreter service
9840 9355

普通话 | 廣東話 | Ελληνικά
Italiano | فارسی | عربي

Manningham Council
699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108
p 03 9840 9333 f 03 9848 3110
e manningham@manningham.vic.gov.au
ABN 61 498 471 081 www.manningham.vic.gov.au

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No. PS 710536X

Address: 81-83 Tram Road, Doncaster, VIC 3108

This certificate is issued for Lot: 206

On Plan of Subdivision No: 710536X

Postal address is Building 5, 303 Burwood Hwy, Burwood East, VIC 3151.

Applicant for the certificate is: Trio Freight Management

Address for delivery of certificate: edward@triofreight.com.au

Date that the application was received: 24/05/2022

IMPORTANT: The information in this certificate is issued and valid on: 30/05/2022

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual administration fees for the lot are \$4,471.13 and are due and payable quarterly on the 1 st of October, January, April & July until resolved otherwise.
2.	The date to which the fees for the lot have been paid up to is: Administration Fund 30/06/2022
3.	The total of any unpaid fees or charges for the lot are \$1,135.56: Administration Fund Fees 01/07/2022 – 30/09/2022 \$1,135.56 Due 01/07/2022
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special fees are: Nil.
6.	The owners corporation has the following insurance cover: (a) the name of the company – CHU Underwriting Agencies Pty Ltd (b) the number of the policy – HU0025928 (c) the kind of policy - Residential Strata Insurance (d) the buildings covered - All (e) the building amount is \$13,225,200.00 (f) the public liability amount is 30,000,000.00 (g) the renewal date is 19/08/2022
7.	Has the owner's corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No
8.	The total funds held by the owners corporation: The total funds should report the best available financial position of the owners corporation inclusive GST; Administration Fund \$ 14,630.33 Maintenance Fund N/A Investment Fund N/A Total Owner Funds: \$ 14,630.33

9.	Are there any liabilities of the owner's corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details: None to the manager's knowledge
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: Body Corporate Victoria Pty Ltd – Contract of Appointment
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: None to the manager's knowledge
12.	Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied? If so, then provide details: There are no notices or orders as at 30/05/2022
13.	Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation are aware that are likely to give rise to proceedings? If so, then provide details: The manager is not aware of any legal proceedings as at 30/05/2022 except to recover the debts of members should significant arrears arise.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details: A manager is appointed. Body Corporate Victoria Pty Ltd, Building 5, 303 Burwood Hwy, Burwood East VIC 3151 ABN 661 157 506 71
15.	Has an administrator been appointed for the owner's corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
16.	The minutes of the most recent Annual General Meeting of the owner's corporation are attached.
17.	The rules of the owner's corporation are the Model rules and/or Special Rules, which are attached.
18.	Additional Comments (if any) Any queries in relation to the information contained in this Owners Corporation Certificate will not be provided verbally and will only be provided by way of an inspection of records and/or the register of the Owners Corporation or a further updated Owners Corporation Certificate. Updates in relation to Owners Corporation Fees owing will not be provided verbally or by email. You will need to purchase another or updated Owners Corporation Certificate prior to settlement to confirm this information. Should you wish to inspect the records or register, please email reception@bodycorpvic.com.au and the required forms will be provided to you for you to complete and return. You must be an eligible person to inspect the records or register of the Owners Corporation. Once the records or register are inspected, copies of records or the register can be provided subject to payment of a reasonable set in accordance with the prescribed fee as outlined by Consumer Affairs Victoria
19.	ATTACHMENTS - Minutes of the Annual General Meeting held on 17/12/2021 - Model/Special Rules registered at Land Victoria - Statement of Advice and Information for Prospective Purchasers and Lot Owners

20.	ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES: Billers Code: 74625 Ref: 1458 5776 8
21.	NOTE: More information can be obtained by an inspection of the owners corporation records and register. Please make your request to inspect the owners corporation records and/or register by email to: ownerscorp@bodycorpvic.com.au. Prescribed fees for copies applies.
22.	The Common Seal of Owners Corporation 1 PS 710536X was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A)(a) of the Owners Corporation Act 2006   Registered Manager Body Corporate Victoria Pty Ltd Building 5, 303 Burwood Hwy, Burwood East, VIC 3151 ☎ +61 3 9807 2211 as agent of the Owners Corporation.

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PS710536X
81-83 TRAM ROAD, DONCASTER, VIC 3108**

MEMBERS OF OWNERS CORPORATION SUBDIVISION PLAN NO. 710536X ARE ADVISED THE ANNUAL GENERAL MEETING WAS HELD ON:

DATE: FRIDAY 17 DECEMBER 2021.

TIME: 10:00AM

HOW HELD: BY ZOOM VIDEO CONFERENCE

PLACE: THE MEETING IS RECORDED AS HAVING OCCURED AT THE OFFICE OF THE MANAGER, BUILDING 5, 303 BURWOOD HWY, BURWOOD EAST VIC 315.

1. MEMBERS IN ATTENDANCE

Sabliston Manassavee	Lot LG4
Lisa Maree Margaret Rani	Lot LG5
Richard Tay	Lot G10
Yucui Li	Lot 101
Jacqueline Susan Archer	Lot 103
Manonrani Kulanthaivelu (by proxy)	Lot 107

2. NON-MEMBERS IN ATTENDANCE

Sabaratnam Kulanthaivelu.
John Farrugia representing Body Corporate Victoria Pty Ltd.

3. APPOINTMENT OF CHAIRPERSON OF MEETING

The Owners Corporation resolved that John Farrugia chair the meeting.

4. MINUTES OF THE MEETING

The Owners Corporation resolved that John Farrugia take the minutes of the meeting.

5. APOLOGIES

Nil.

6. PROXIES

Manonrani Kulanthaivelu appointed Sabaratnam Kulanthaivelu to represent Lot 107.

7. ENTITLEMENT TO VOTE

It was noted that all members present or represented by proxy were financial at the time of the meeting and entitled to vote.

8. QUORUM

It was noted that a quorum was not established for the meeting and all resolutions are deemed interim resolutions for 29 days in accordance with section 78 of the *Owners Corporations Act 2006 (Vic)*.

9. CONFIRMATION OF PREVIOUS MINUTES

The Owners Corporation resolved to adopt the minutes of the Annual General Meeting held 19 November 2020 as a true and accurate record of the meeting.

10. CONSIDERATION OF REPORTS:

The Owners Corporation resolved to adopt the following reports.

- (I) Manager's Report.
- (II) Insurance Valuation Report 11 December 2018.

11. CONSIDERATION OF FINANCIAL MATTERS

(I) FINANCIAL STATEMENTS

The Owners Corporation resolved to the financial statements for the period 1 October 2020 to 30 September 2021 as presented.

(II) ADMINISTRATION FUND LEVY

In accordance with the Owners Corporations Act 2006, the Owners Corporation resolved to raise an Administration Fund Levy in the amount of **\$111,778.23 GST Exempt** to be calculated on lot liability in accordance with the plan of subdivision to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation for the period 1 October 2021 to 30 September 2022 and resolved that the fees be paid quarterly over 12 months within 28 days of issue of invoice on the following dates:

- 1 October 2021;*
- 1 January 2022;*
- 1 April 2022;
- 1 July 2022;

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly. If the budget decreased this will be adjusted on your next levy due, if the budget has increased the increase will be spread evenly across the remaining levies for the financial year.

The Owners Corporation resolved to continue to raise the annual Administration Fund Levy in the amount of **\$111,778.23 GST Exempt** after 1 October 2022.

12. OWNERS CORPORATION INSURANCE

The Owners Corporation resolved to take out the following insurance for all lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the *Owners Corporation Act 2006 (Vic)*; and
- b) Public liability insurance in accordance with Section 60 of the *Owners Corporation Act 2006 (Vic)* as if any reference in those sections to common property was a reference to these lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the attached Certificate of Currency for details of the insurance cover held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building **- it does not include-**
- (c) **carpet and temporary floor, wall and ceiling coverings; or**
- (d) **fixtures removable by a lessee at the end of a lease; or**
- (e) **anything prescribed as not forming part of a building.**

“*shared services*” includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

IMPORTANT NOTE:

THEREFORE, PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

Insurance Declaration: In accordance with the provisions of current legislation, the Insurance Brokers share the fee they receive from the underwriter with the manager as a charge for services and assistance in the management of insurance claims.

The date of the most recent insurance replacement valuation was carried out on 11 December 2018.

The Owners Corporation resolved not to proceed with an Insurance Replacement Valuation indexation at this time.

13. ELECTION OF COMMITTEE

- (I) In accordance with Section 100 (1) of The Owners Corporation Act 2006 (VIC) the Owners Corporation resolved to elect the following members to the Committee.

Sabliston Manassavee	Lot LG4
Lisa Maree Margaret Rani	Lot LG5
Richard Tay	Lot G10
Yucui Li	Lot 101
Jacqueline Susan Archer	Lot 103
Sabaratnam Kulanthaivelu	Lot 107
Edward Maddock	Lot 206

- (II) It was resolved that the elected Committee assume the role of the Grievance Committee.
- (II) It was resolved for the Committee to communicate via email and to set Committee meetings if required TBC.

14. INSTRUMENT OF DELEGATION TO COMMITTEE

In accordance with section 11 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on the behalf of the Owners Corporation save for the power or function to engage, terminate or otherwise vary the appointment of the Owners Corporation Manager and the powers and functions that require a unanimous or special resolution of the Owners Corporation.

15. APPOINTMENT OF CHAIRPERSON

The Owners Corporation resolved to appoint Jacqueline Archer (Lot 103) as the Chairperson of the Owners Corporation in accordance with Section 105(1) of the Owners Corporations Act 2006.

16. APPOINTMENT OF SECRETARY

In accordance with Section 107(1) & 99(2) of the Act the Owners Corporation resolved to appoint Body Corporate Victoria Pty Ltd as the Secretary of the Owners Corporation.

17. APPOINTMENT OF OWNERS CORPORATION MANAGER

In accordance with Section 119 of the Act The Owners Corporation resolved to appoint Body Corporate Victoria Pty Ltd as Manager of Owners Corporation 710536X for a period of 1 year commencing 17 December 2021 and in accordance with sections 20 and 21 of the Act to affix the seal to the standard Strata Community Australia (Vic) Contract of Appointment tabled ("the Contract of Appointment").

18. INSTRUMENT OF DELEGATION TO MANAGER

In accordance with sections 11 and 120 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.

19. PENALTY INTEREST

In accordance with Section 29 (1) of the Owners Corporations Act 2006, the Owners Corporation resolved to charge penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act (Vic) 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding 30 days after the due date for payment. The interest rate is currently 10% and is subject to change.

20. COST / DEBT RECOVERY

The Owners Corporation resolved the following Ordinary Resolutions:

- (I) that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- (II) to authorise Body Corporate Victoria Pty Ltd to engage a lawyer or a debt collector to send a letter of demand at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or

charges in accordance with the Final Fee Notice and to commence proceedings in VCAT for recovery of those fees and proceed to execution of any orders made;

- (III) that any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.

21. ESSENTIAL SAFETY MEASURES

The Owners Corporation resolved to delegate to the Committee the power to ensure that the essential services are attended to, in accordance with the Building Codes of Australia.

22. OCCUPATIONAL HEALTH AND SAFETY

The Owners Corporation resolved to delegate to the Committee the power to ensure that the essential safety items as identified in the risk management report are attended to, in accordance with the Building Codes of Australia and to minimise risk.

23. MATTERS RAISED FOR OC COMMITTEE CONSIDERATION

Item 1 Car Park Lighting

Manager investigating having the car park lights replaced with L.E.D lighting under the State Government VEET Scheme. If the building is eligible and if the program is 100% free of charge.

Item 2 Common Property Doors

Manager to obtain quote to lockdown additional common property doors on the access system. Manager to report findings to the Committee.

24. NEXT ANNUAL GENERAL MEETING

The proposed time and date for the next AGM is 5:30pm Thursday 10 November 2022.

25. CLOSURE

There being no further business the meeting was closed at 11:00AM.



BODY CORPORATE™
VICTORIA

ABN 66115750671

Building 5, 303 Burwood Hwy, Burwood East Vic 3151

All Mail To: PO Box 4353, Burwood East Vic 3151

Email: info@bodycorpvic.com.au

Tel: +61 3 9807 2211

Web: www.bodycorpvic.com.au

Plan of Subdivision No. 710536X

81-83 Tram Road Doncaster Victoria 3108

ANNUAL BUDGET

	ACTUAL 01/10/20-30/09/21	BUDGET 01/10/20-30/09/21	BUDGET 01/10/21-30/09/22
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	110,000.00	110,000.00	111,778.23
Embedded Network Income	366.00	0.00	366.00
Interest On Overdue Levies	677.33	0.00	677.33
<u>TOTAL ADMIN. FUND INCOME</u>	111,043.33	110,000.00	112,821.56
<u>EXPENDITURE - ADMIN. FUND</u>			
Disbursement Fees	574.33	574.33	574.33
Aircon & Heating - Contract	3,683.66	3,339.60	3,339.60
Amenities	108.41	170.00	200.00
Car Park Admin Expenses	0.00	440.00	440.00
Cctv	308.00	297.00	308.00
Cleaning	14,041.50	18,000.00	14,000.00
Doors & Gates	176.00	830.00	830.00
Electrical Repairs	517.01	3,500.00	3,500.00
Essential Services	7,295.99	6,522.00	6,522.00
Essential Services - Repairs	4,804.21	5,000.00	5,000.00
Fire Prcn - Fire Monitoring	1,818.29	1,811.00	1,811.00
Gardening	4,427.50	0.00	1,000.00
Insurance - Premium	16,301.91	16,267.27	17,893.99
Insurance - Premium Stamp Duty	1,503.59	1,505.19	1,655.70
Lights & Globes - Replacements	302.36	500.00	500.00
Lift Maintenance - Contract	4,235.62	4,224.00	4,300.00
Lift Maintenance - Call Out	0.00	500.00	500.00
Locks And Keys	3,235.36	500.00	500.00
Administration Costs	16,823.71	16,823.71	16,823.71
Additional Services	220.00	0.00	2,000.00
Plumbing & Drainage	13,993.70	3,000.00	3,000.00
Repairs & Maintenance	377.69	2,672.30	2,672.30
Roof Anchor Certification	0.00	374.00	374.00
Rubbish Bin Cleaning	0.00	130.00	130.00
Rubbish Removal	6,741.09	5,820.00	5,820.00
Stratapay & Software Charges	481.60	435.60	435.60
Telephone	264.00	264.00	264.00
Utilities - Electricity	8,125.34	8,700.00	8,700.00
Utilities - Gas	883.48	0.00	884.00



BODY CORPORATE™
VICTORIA

ABN 66115750671

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Plan of Subdivision No. 710536X

81-83 Tram Road Doncaster Victoria 3108

ANNUAL BUDGET

	ACTUAL 01/10/20-30/09/21	BUDGET 01/10/20-30/09/21	BUDGET 01/10/21-30/09/22
Utilities - Water & Sewerage	5,941.10	7,800.00	7,800.00
Prior Year Adjustment - No Gst	(15,263.64)	0.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	101,921.81	110,000.00	111,778.23
<u>SURPLUS / DEFICIT</u>	\$ 9,121.52	\$ 0.00	\$ 1,043.33
Opening Admin. Balance	(12,306.83)	(12,306.83)	(3,185.31)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (3,185.31)	\$ (12,306.83)	\$ (2,141.98)
NUMBER OF UNITS OF LOT LIABILITY:		1,000	1,000
AMOUNT PER UNIT OF LOT LIABILITY:		\$ 110.0000	\$ 111.7782

OWNERS CORPORATION 1 PLAN NO. PS 710536X

81 – 83 TRAM ROAD, DONCASTER VIC 3108

OWNERS CORPORATION RULES

1. Health, Safety and Security

1.1 Health, safety and security of lot owners, occupiers of lots & 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 chemicals, liquids, gases 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. A Member Must Not and Must Ensure That the Occupier Of A Member's Lot Does Not:

Use of common property

- (a) use or permit the use of common property or the common facilities in such a manner as to unreasonably interfere with or prevent its use by other members or occupiers of lots or their families or visitors; or
- (b) obstruct lawful use of common property by any person in particular, the entrances, passages, stairways and landings which provide access to any lot; or
- (c) damage or deface any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than for the purpose for which they are provided or properly available; or

- (d) restrict or hinder the reasonable use of easements affecting the common property by those with the benefit of those easements; or
- (e) deposit, other than in proper receptacles in the area specified for such purpose by the Owners Corporation, or throw or store upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any member or occupier of any lot or other person lawfully using the common property; or
- (f) fail to comply with any reasonable request or direction of any person employed by the Owners Corporation;
- (g) do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any lot or which may be illegal or injurious to the reputation of the building or use or allow the use of any lot for any noxious, noisome, offensive, illegal or immoral purpose, act, trade, business, occupation, or calling.
- (h) make or permit any undue noise in or about the common property or any lot;
- (i) do or suffer to be done or allow to be done any act, matter or thing whereby any policy of insurance of the building and other improvements may become void, or voidable or which may increase the premium payable in respect of such insurance;
- (j) enter into any plant room, machine house, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the common property without the consent in writing of the Owners Corporation;
- (k) require the Owners Corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a member's lot notwithstanding that its location may be within common property.

Appearance

- (a) hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;
- (b) use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved in writing by the Owners Corporation and affixed to the property in the area designated by the owners Corporation from time to time;
- (c) allow any balcony forming part of a lot to become unkempt, overgrown or unsightly;
- (d) affix any blind, light fitting, awning, radio mast, antennae, satellite dish or similar device without the prior consent in writing of the Owners Corporation;
- (e) deposit household rubbish except in the bins provided;

- (f) store or permit to be stored on common property any materials or goods or place garbage on the common property except in the proper bin or receptacle and in a place set aside for the purpose by the owners corporation;
- (g) cut, injure, damage, deface or obstruct any of the common property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than for which they are provided;
- (h) without the prior written consent of the Owners Corporation (on such terms and conditions as the Owners Corporation in its absolute discretion thinks appropriate):
 - 1) make any alterations or additions (painting and decorating included) to the exterior of the lot; or
 - 2) make any structural alterations or additions to the interior of the lot or any part of it which may diminish the support and shelter of any lot, and for this purpose the Owners Corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the member and in these circumstances the consent of the Owners Corporation shall not be unreasonably refused; and
- (i) fail to clear and must keep clear on each and everyday any mail receiving box and/or newspaper receptacle of all mail, leaflets, circulars, pamphlets, newspaper advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for such required clearance by other persons should a member or the occupier of a member's lot be absent for any reason for any period of more than one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required;

NOISE

- (a) use or permit to be used any mechanical or musical instrument which is audible outside the lot between the hours of 10 p.m. and 8 a.m.;
- (b) make any disturbing or irritating noise or install or use any appliance engine machine or instrument which causes or may be likely to cause noise or vibration in the building;

USE

- (a) use or permit to be used on the lot any machine, equipment or instrument operated by electricity which causes interference with wireless or telephone reception of the occupiers of any other lot;
- (b) keep any animal in the lot or leave unattended or exercise any animal on the common property;

- (c) install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the Owners Corporation in writing;
- (d) not bring to, do or keep anything in their lot which shall increase the rate of fire insurance premium on the building or the common property or which may conflict with the laws and/or regulations relating to fires any insurance policy upon the building or the common property or the regulations or ordinances of any public authority for the time being in force;
- (e) violate the provisions of any statutes or any rules made thereunder;
- (f) use the lot designated as residential for any purpose other than a residence.

4. A Member must or must ensure that the Occupier of a Member's Lot will:

- (a) give prompt notice to the Owners Corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installation or fixtures which comes to their notice and the Owners Corporation will have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as they may deem necessary for the safety and preservation of the building;
- (b) insofar as it may be necessary to avoid annoyance to the members or occupiers of any of the other lots adjacent to or in the neighbourhood to the lot, keep the floors in the lot carpeted or sufficiently covered;
- (c) regularly clean the interior of all windows forming part of the lot;
- (d) not use any water closets, convenience and other water apparatus including wastes pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein and any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence shall be borne by the member whether the same is caused by their action or those of the member's household or their guests or visitors;
- (e) pay all rates, taxes, charges, outgoings and assessments levied by the Owners Corporation and payable in respect by the lot;
- (f) repair and maintain the interior of the lot and keep the lot in a state of good and tidy repair;
- (g) notify the owners corporation immediately of any change of ownership or occupancy of the lot;
- (h) only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the occupier may use other sources of energy except a naked flame;
- (i) allow reasonable access to any part of a lot for any tradesperson, contractor or service person employed by the Owners Corporation for the purpose of maintenance or repair of the common property or lot or any plant equipment, service, facility or utility;

- (j) deposit household and recyclable rubbish in the proper receptacles;
- (k) take all reasonable precautions to keep the lot free from rodents, vermin, insects and other pests;
- (l) take all reasonable steps to ensure that their guests and visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the member or occupier of another lot or of any other person lawfully using the common property.

5. GENERAL

- (a) a member shall not let any person into actual occupation (whether by means of lease or licence or however otherwise) of a member's lot save on the footing that such person is bound by these rules and/or other rules which may be in force with respect to that lot.
- (b) a member or occupier shall not smoke at anytime indoor or in enclosed areas of the common property.
- (c) the Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper management and running of the building.
- (d) members shall observe the terms of any notice displayed by the Owners Corporation or of any statutory authority.
- (e) where the Owners Corporation expends money to make good damage caused by a breach of the Owners Corporation Act 2006, regulation or these rules by any member or his or her tenants, guests, servants, employees, agents, children, invitees or licensees, the Owners Corporation shall be entitled to recover the amount so expended as a debt from the member of the lot at the time when the breach occurred.

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 grievance committee or the Owners Corporation within 14 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 dispute resolution meeting.
 - (7) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporation Act 2006.
 - (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.
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Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

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

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4 Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to Common Property

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

5 Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7 Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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 the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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