

Contract of Sale of Land

Property:

Lot 3, 3/ 42 Lady Penrhyn Drive, Harkness VIC 3337

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Ref: 224328

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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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 19.10.2024

Print names(s) of person(s) signing: ALAN NEWLOVE & KIT NEWLOVE.

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 19.10.2024

Print names(s) of person(s) signing: James Gregory Jones

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions	7
General Conditions	8
1. ELECTRONIC SIGNATURE.....	8
2. LIABILITY OF SIGNATORY.....	8
3. GUARANTEE.....	8
4. NOMINEE.....	8
5. ENCUMBRANCES.....	8
6. VENDOR WARRANTIES.....	8
7. IDENTITY OF THE LAND	9
8. SERVICES	9
9. CONSENTS	9
10. TRANSFER & DUTY.....	9
11. RELEASE OF SECURITY INTEREST	9
12. BUILDER WARRANTY INSURANCE.....	10
13. GENERAL LAW LAND.....	10
14. DEPOSIT.....	11
15. DEPOSIT BOND	11
16. BANK GUARANTEE	12
17. SETTLEMENT	12
18. ELECTRONIC SETTLEMENT	12
19. GST	13
20. LOAN.....	14
21. BUILDING REPORT	14
22. PEST REPORT	14
23. ADJUSTMENTS.....	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25. GST WITHHOLDING	15
26. TIME & CO OPERATION.....	16
27. SERVICE.....	17
28. NOTICES	17
29. INSPECTION	17
30. TERMS CONTRACT.....	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT.....	17
32. BREACH	18
33. INTEREST.....	18
34. DEFAULT NOTICE	18
35. DEFAULT NOT REMEDIED	18

Particulars of Sale

Vendor's estate agent

Name: Reliance Real Estate

Address: _____

Email: _____

Tel: _____

Mob: _____

Fax: _____

Ref: _____

Vendor

Name: James Gregory Jones

Address: Unit 4010, 60 Kavanagh Street, Southbank VIC 3006

ABN/ACN: _____

Email: _____

Vendor's legal practitioner or conveyancer

Name: Mantello Lawyers

Address: 1/51 Cherry Street, Werribee VIC 3030
PO Box 32, Werribee VIC 3030

Email: peter@mmmlaw.com.au

Tel: 9742-4542

Mob: _____

Fax: _____

9742-4199

Ref: 224327

Purchaser

Name: ALLAN NEWLOVE and KIT NEWLOVE

Address: _____

ABN/ACN: _____

Email: _____

Purchaser's legal practitioner or conveyancer

Name: WPC LAWYERS Melton

Address: _____

Email: lawyer@wpclawyers.com.au

Tel: 039747

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	Part 11245	Folio	438	18	PS 632322
Volume	Part 11245	Folio	439	19	PS 632322

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot 3 on PS 904229C, 3/ 42 Lady Penrhyn Drive, Harkness VIC 3337

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

Payment

Price \$ 410,000
Deposit \$ 41,000 by 19/10/2024 (of which has been paid)
Balance \$ 369,000 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 19/04/2025

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

GST Withholding Tax- Not applicable to this sale

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked in.

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: _____

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.*

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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

- 13.2 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.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) If there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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.

1. Plan of Subdivision

- 1.1 subject always to the terms of this special condition, this contract is subject to and conditional upon the registration of the plan by the registrar of titles. The vendor shall at its own expense use reasonable endeavors to have the plan registered by the registrar of titles. The purchaser will be entitled to a lot or lots with measurements substantially in accordance with those set out in the plan except for minor variations or major variations first approved by the purchaser, which approval shall not be unreasonably withheld.
- 1.2 In the event that the registrar of title falls or refuses to register the plan within the period of 12 months from the date of this contract then either party may at any time after the expiration of 12 months from the date of this contract, but before the registration of the plan by the registrar of titles rescind this contract by written notice to the other party whereupon all rights conferred on the purchaser shall be at an end save the purchaser shall be entitled to the immediate return of the deposit (less any bank and government fees and any legal fees for prior default) together with any interest which may have accrued thereon.
- 1.3 If the vendor is unable to obtain any relevant approval necessary to enable the land to be subdivided in accordance with the plan for any reason. Or such relevant approval is issued upon conditions which the vendor in its sole discretion deems unnecessary or unacceptable, or if any relevant statutory authority imposes in relation to the registration of the plan any requirement which in its sole discretion the vendor unsatisfactory or unacceptable, or the registration of the plan is at any time refused, or likely to be refused, the vendor may at any time, terminate this contract by written notice to the purchaser whereupon this contract will come to an end and, except that the purchaser will be entitled to a refund of the deposit together with any interest which may have been accrued hereon, neither party will have any claim demand or right of action whatsoever against the other.
- 1.4 The vendor reserves the right to vary, amend or alter the plan in any manner whatsoever if necessary, to procure the approval of the registrar of titles whether the amendments are required by the registrar or requested by the vendor or any referral authority to approve the plan.
- 1.5 The vendor shall if the amendment to the proposed plan is material to the land within fourteen (14) days after the receipt of the requirement of the registrar or the making of the request by the vendor or such statutory authority (as the case may be) advise the purchaser in writing of the proposed amendment and unless the purchaser objects in writing within fourteen (14) days, the purchaser shall be deemed to have accepted the amendment.
- 1.6 Notwithstanding any other terms of this contract the purchaser shall not be entitled to make any objection or requisition or claims any compensation or to rescind or determine this contract on the grounds that the plan as approved does not accordance with the proposed plan of subdivision unless the amendments materially and directly affect the land in which case the purchaser may rescind the contract within fourteen (14) days after being advised by the vendor of the amendment but only if the amendment is material and without any compensation whatsoever from

the vendor. The provisions of this condition and section 10 (1) of the *Sale of Land Act 1962* do not apply in respect of the final location of any easements shown on the plan.

GUARANTEE and INDEMNITY

I/We, of

.....

and..... of

.....

being the Sole Director / Directors of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described
In this Contract of Sale for the price and upon the terms and conditions contained therein DO
for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY
COVENANT with the said Vendor and their assigns that if at any time default shall be made
in payment of the Deposit Money or residue of Purchase Money or interest or any other
moneys payable by the Purchaser to the Vendor under this Contract or in the performance
or observance of any term or condition of this Contract to be performed or observed by the
Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of
the Deposit Money, residue of Purchase Money, interest or other moneys which shall then
be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified
against all loss of Deposit Money, residue of Purchase Money, interest and other moneys
payable under the within Contract and all losses, costs, charges and expenses whatsoever
which the Vendor may incur by reason of any default on the part of the Purchaser. This
Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -
(f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of
the moneys payable under the within Contract;
(g) the performance or observance of any of the agreements, obligations or conditions
under the within Contract;
(h) by time given to the Purchaser for any such payment performance or observance;
(i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(j) by any other thing which under the law relating to sureties would but for this provision
have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2021

SIGNED by the said

Print Name:

)
)
)

.....
Director (Sign)

in the presence of:

)
)
)

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*.

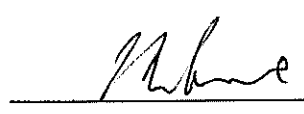
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	LOT 3, 3/42 LADY PENRHYN DRIVE, HARKNESS VIC 3337
------	---

Vendor's name	James Gregory Jones	Date	19/10/24
Vendor's signature			

Purchaser's name	Alan Newlove	Date	19/10/2024
Purchaser's signature			

Purchaser's name	Kit Newlove	Date	19/10/2024
Purchaser's signature			

1. FINANCIAL MATTERS

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

Their total does not exceed \$8,600.00 per annum

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

Not Applicable

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):

Not Applicable

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

Not Applicable

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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme- See attached

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:

Not Applicable

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):

See attached

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.

This will be an active Owners Corporation. Please see attached Certificate.

6. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

7. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land, they will be available. It will be the proposed purchasers responsibility to connect same at time of settlement:

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

8. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

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.)

Is attached

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11245 FOLIO 438

Security no : 124115037547R
Produced 17/05/2024 09:29 AM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 632322C.
PARENT TITLE Volume 11165 Folio 619
Created by instrument PS632322C 14/12/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAMES GREGORY JONES of 5/2225 BACCHUS MARSH ROAD COIMADAI VIC 3340
AH879199L 05/04/2011

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH760498N 02/02/2011

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU606336S 22/07/2021

DIAGRAM LOCATION

SEE PS632322C 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: 40 LADY PENRHYN DRIVE HARKNESS VIC 3337

DOCUMENT END

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

VOLUME 11245 FOLIO 439

Security no : 124115037825P
Produced 17/05/2024 09:35 AM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 632322C.
PARENT TITLE Volume 11165 Folio 619
Created by instrument PS632322C 14/12/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JAMES GREGORY JONES of 5/2225 BACCHUS MARSH-GISBORNE ROAD COIMADAI VIC 3340
AH701498W 04/01/2011

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH701498W 04/01/2011

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU606336S 22/07/2021

DIAGRAM LOCATION

SEE PS632322C 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: 42 LADY PENRHYN DRIVE HARKNESS VIC 3337

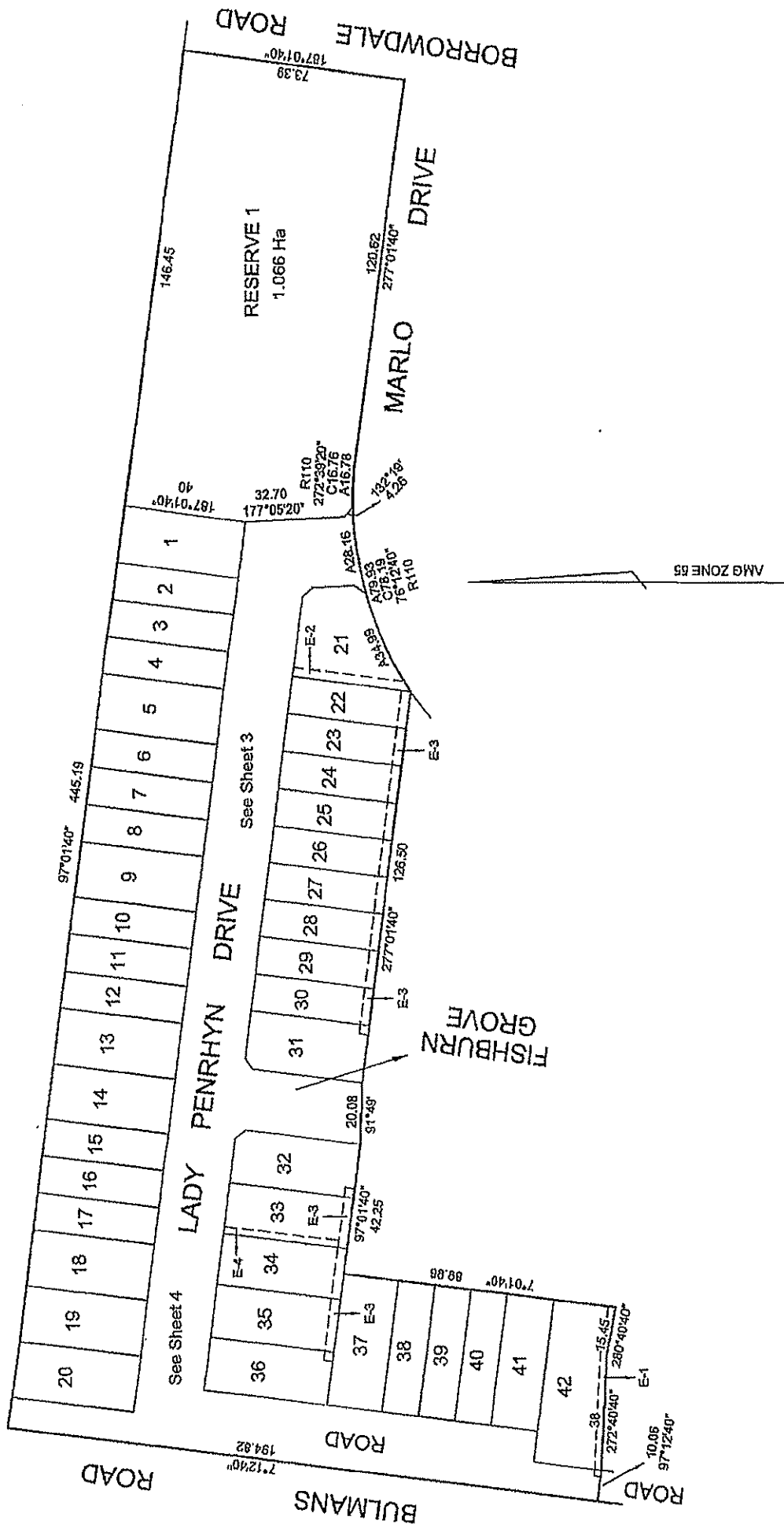
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PLAN OF SUBDIVISION					Stage No.	LRS Use Only EDITION 1	Plan No. PS632322C
LOCATION OF LAND Parish: DJERRIWARREH Township: - Section: - Crown Allotment: C (Part) Crown Portion: - Title References: Vol. 11165 Fol. 619 Last Plan Ref.: Lot K on PS 632318S Postal Address: Lot K Marlo Drive Melton 3337 MGA Co-ordinates: E 284 150 Zone 55 (of approx. centre of land in plan) N 5 828 150					COUNCIL CERTIFICATION & ENDORSEMENT COUNCIL NAME: Melton Shire Council REF: 632322C 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 28 / 4 / 2010 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date: / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate D Council Seal Date: 14 / 11 / 2010		
VESTING OF ROADS OR RESERVES					NOTATIONS		
Identifier	Council / Body / Person				STAGING: This is / is not a staged subdivision Planning Permit No. -		
R1 (Road) Reserve 1	Melton Shire Council Melton Shire Council				DEPTH LIMITATION: DOES NOT APPLY		
Survey This plan is / is not based on a survey This survey has been connected to permanent marks no(s) in Proclaimed Survey Area No.							
EASEMENT INFORMATION					LRS use only		
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement		
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/in favour of	Recieved <input checked="" type="checkbox"/>		
E-1	Drainage	2m	PS 632318S	Lots on PS 632318S and Shire of Melton	Date 10/12/2010		
E-2, E-3	Sewerage	3m	This Plan	Lots on this plan and Western Region Water Authority	LRS use only		
E-3	Drainage	3m	This Plan	Lots on this plan and Shire of Melton	Plan Registered		
E-4	Sewerage	2.5m	This Plan	Lots on this plan and Western Region Water Authority	Time 8:38am		
Di MASE BERRY & Co Pty Ltd 142a Sydney Road, Brunswick 3056 Tel 9387 7577 Fax 9387 8813					Licensed Surveyor (print): T. TRANTINO Signature: Date: 03 / 09 / 10 Surveyors Ref: 7985 Version: 48		
					Sheet 1 of 4 Council Delegate Signature Date: 4 / 11 / 2010 Original Sheet Size A3		

Number
PS 632322C



Di Mase Berry & Co Pty Ltd

142A Sydney Road, Brunswick 3056

Tel 9387 7577

Fax 9387 8815

1:1250

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Lengths are in Metres

A vertical scale bar with markings at 0, 12.5, 25, and 50 metres.

SCALE

[!\[\]\(d8ab143e904bfa3467271eec5af75a9b_img.jpg\)](#)

T. TRANTINO

Signature:

Date: 03, 09, 10

D. N.
Council Delegate Signature

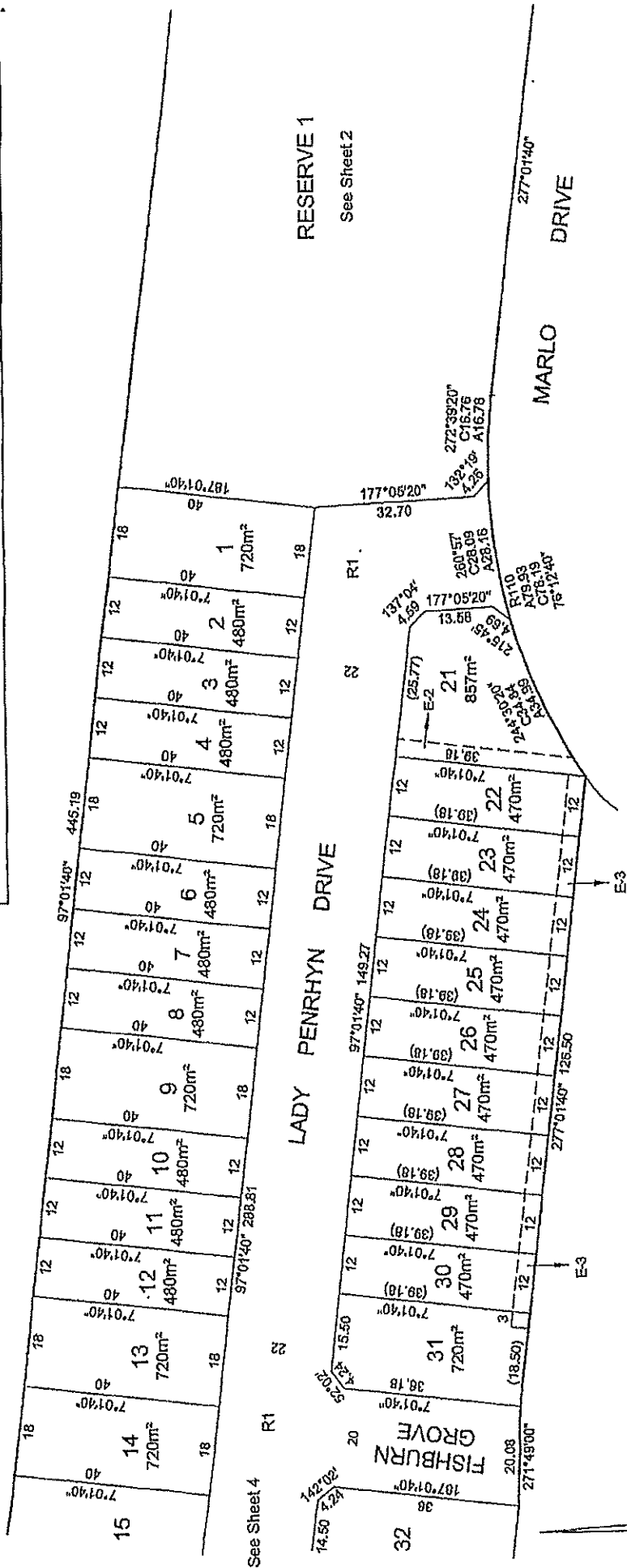
Date: 4/1/2020

Sheet 2 of 4 Sheets

PLAN OF SUBDIVISION

Plan Number

PS 632322C



AMG ZONE 55

Sheet 3 of 4 Sheets

T. TRANTINO

Licensed Surveyor (print)

Council Delegate Signature

பிழைப்பு

Signature:

Version: 46

Subscribers Ref. 7985

Original Score:

Outstanding Check #1

Di Mase Berry & Co Pty Ltd

142A Sydney Road, Brunswick 3056

Tel 9387 7577

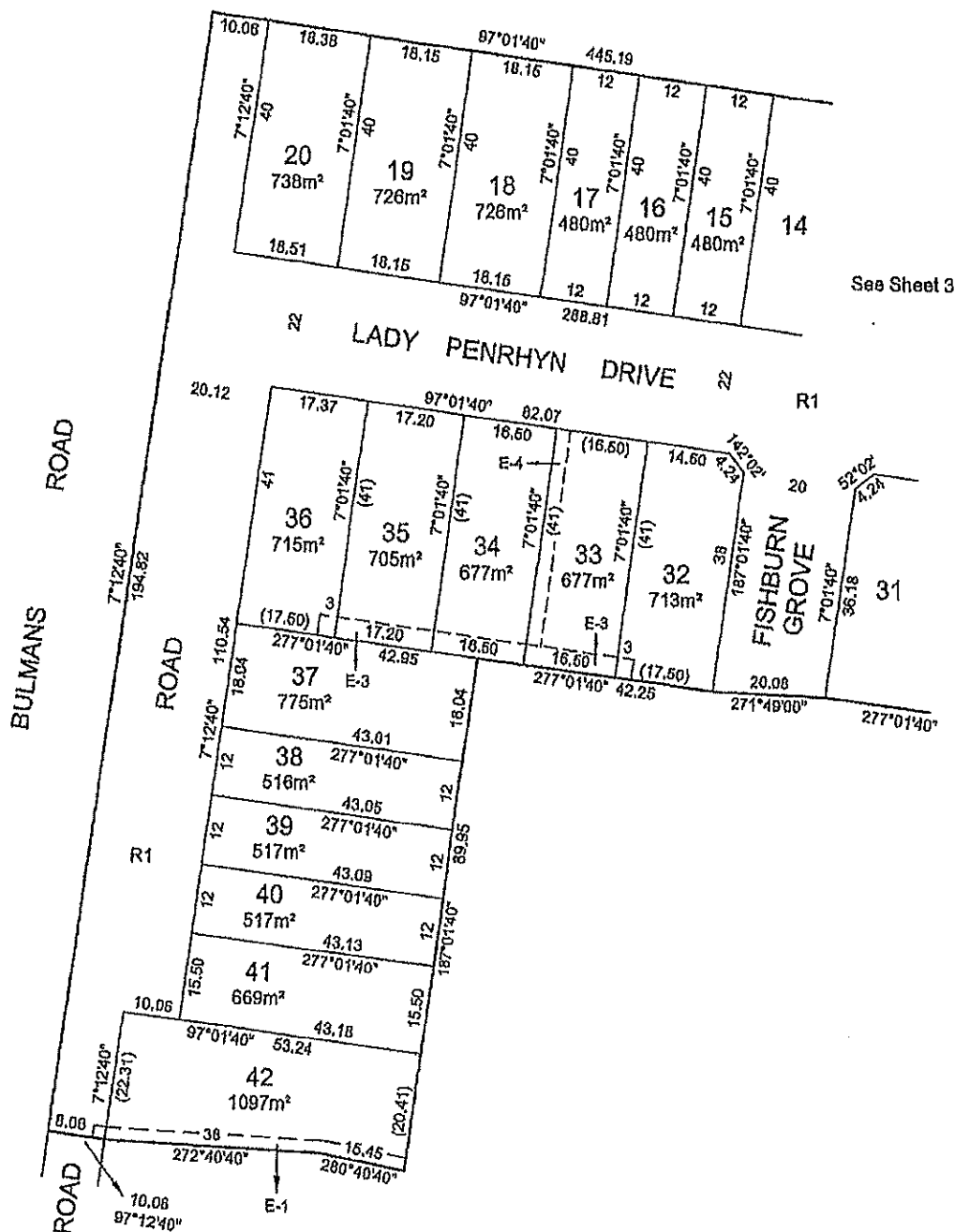
TEL 770 717 1111
FAX 9387 8873

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 632322C



AMG ZONE 55

DI MASE BERRY & Co Pty Ltd

142A Sydney Road, Brunswick 3056

Tel 9387 7577

Fax 9387 8813

SCALE

0 8 16 32
Lengths are in Metres

A3

1 : 800

Original Sheet Size:

Original Scale:

Licensed Surveyor:

T. TRANTINO

Print

Signature:

[Signature]

03/03/19

Surveyors Ref: 7985

Version: 46

Sheet 4 of 4

Council Delegate Signature

Date: 4 / 11 / 2010

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: **ALFRIEDA CONVEYANCING PTY LTD**

Phone: **1ST FLOOR**

Address: **30B ALFRIEDA STREET ST ALBANS 3021**

Ref: **TEL (03) 9362 1340 FAX (03) 9362 1367**

Customer Code: **124527**

Privacy Collect

The information for statutory authority maintaining public in the Victorian Li

AH760498N



MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume: **11245** Folio: **438**

Estate and Interest: (e.g. "all my estate in fee simple")

All Its Estate In Fee Simple

Consideration:

\$155,000.00

Transferor: (full name)

DREYER PTY LTD ACN 098 888 398

Transferee: (full name and address including postcode)

TUAN MINH VUONG AND THUY DIEM LUONG
of 13 MacNeil Drive ALTONA MEADOWS 3028 As Joint Proprietors

Directing Party: (full name)

NIL

Creation and/or Reservation and/or Covenant

"The Transferee HEREBY for himself, herself or themselves his, her or their executors administration and transferees the registered proprietor or proprietors for the time being of the land hereby transferred **COVENANTS** with the Transferor and other registered proprietor or proprietors for the time being of each and every lot comprised in Plan of Subdivision Number PS 632322C and every part or parts thereof (other than the lot hereby transferred) that:-

[Handwritten signatures]

Approval No. 2873096A

ORDER TO REGISTER

Please register and issue title to

T2

Page 1 of 3

Signed

Cust. Code:

STAMP DUTY USE ONLY

843822

Original Land Transfer
Stamped with \$4,370.00
Doc ID 2674584, 02 Feb 2011
SRO Victoria Duty, AXP3



THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

- (a) The transferee shall not erect or cause to be erected a dwelling with not less than seventy five per cent (75%) of the external walls of such dwelling house (excluding windows) shall be constructed of brick, brick veneer.
- (b) Not to erect on the land any prefabricated house or allow a partly constructed house to be moved onto the land.
- (c) Any such dwelling house shall have an internal area of not less than 105 square meters within the internal of the interior face of external walls (excluding any garages, carports and/or verandahs or other outbuildings) except in the case of lots 1,5,9,13,14,18,19,20,21,31,32,33,34,35,36,37,41, and, 42, whereby the internal area shall not be less than 85 square metres.
- (d) All outbuildings shall have external walls of brick, brick veneer or colourbond.
- (e) The roofs of such buildings (other than garden sheds) shall:-
 - (i) be constructed of non reflective materials; and
 - (ii) have a pitch of not less than 22 degrees.
- (f) The boundary fences between adjoining allotments shall be constructed of colourbond with capping to enhance their appearance.
- (g) They will not cause or cause to be erected any front fence prior to 1/1/2013.

And it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the lot hereby transferred and FURTHER that this covenant shall forever run at law."

X T2

X T2

X

X

X

Approval No. 2873096A

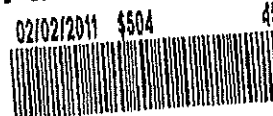
T2

Page 2 of 3



Austral Pty Ltd

AH760498N



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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Dated:

14/1/11

Execution and attestation

Executed by DREYER PTY
LTD ACN 098 888 398
by being signed by those
persons who are authorised
to sign for the company:

AH760498N

02/02/2011 \$504 45



Director.....

M. Attieri

Director/Secretary.....

J. Lewis

Full Name

Modestino Attieri

Full Name

John Cameron Lewis

Usual address

*1011 Sherrard St
Balbrat 3350*

Usual address

*15 Smarts Lane
Durham Lead 3352*

Signed by the Transferee in
the presence of:

[Signature]
TUAN MINH VUONG

[Signature]

[Signature]
THUY DIEM LUONG

.....witness

Approval No. 2873096A

T2

Page 3 of 3



Anstol Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 17/05/2024 09:31:53 AM

Status	Registered	Dealing Number	AU606336S
Date and Time Lodged	22/07/2021 02:10:00 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22103083

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11245/438
11245/439

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 JULY 2021

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AU606336S
Number of Pages (excluding this cover sheet)	8
Document Assembled	17/05/2024 09:31

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**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

MELTON CITY COUNCIL
Council

- and -

JAMES GREGORY JONES
Registered Land Owner

In relation to land at:

40 – 42 LADY PENRHYN DRIVE, HARKNESS

6TJR:22103083

Harwood Andrews
ABN 08 076 608 034
70 Ghadnghap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong VIC 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

THIS AGREEMENT is made the 21 day of July 2021

PARTIES:

1. Melton City Council of 232 High Street, Melton 3337
(Council)
2. James Gregory Jones of 4010/60 Kavanagh Street, Southbank 3006
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the land known as 40-42 Lady Penrhyn Drive, Harkness, being the land described in Certificate of Title Volume 11245 Folio 438 and Certificate of Title Volume 11245 Folio 439 (Land).
- R.2. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. Council issued planning permit number PA2017/5809/1 on 10 November 2017 allowing development of the land with six dwellings consisting of four double-storey dwellings and two single-storey dwellings in accordance with the endorsed plans (Permit).
- R.4. Conditions 3 and 4 of the Permit provide as follows:
 3. *Before the development starts, a waste management plan must be submitted to and approved by the Responsible Authority. An on-site waste collection must be arranged and managed by the property's owner's corporate to the satisfaction of the Responsible Authority. Council's Waste Services will not provide a kerbside collection for this development.*
 4. *Before the development starts, the owner must enter into an agreement with Council made pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the following:*
 - (a) *On-site waste collection must be arranged and managed by the property's owner's corporate to the satisfaction of the Responsible Authority.*

Before the use and/or development starts, application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the land under Section 181 of the Act.

The landowner under this permit must pay the reasonable costs of the preparation, execution and registration of the Section 173 agreement.
- R.5. This Agreement is entered into between the Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of conditions 3 and 4 of the Permit and to achieve the objectives of planning in Victoria.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. Act means the *Planning and Environment Act 1987 (Vic)*.

- 2 -

- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Council** means:
- 1.3.1. Melton City Council as the authority responsible for administering and enforcing the Planning Scheme; and
- 1.3.2. the municipal council of Melton within the meaning of the *Local Government Act 2020* (Vic),
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the response authority for the Planning Scheme or municipal council.
- 1.4. **Current Address for Service**
- 1.4.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.5. **Current Email Address for Service**
- 1.5.1. for the Council means legalservices@melton.vic.gov.au, or any other email address listed on the website of the Council; and
- 1.5.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.6. **Current Number for Service**
- 1.6.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.6.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.7. **Land** means the land described in Recital R.1 and any reference to the Land includes any Lots created by the subdivision of the Land or any part of it.
- 1.8. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.9. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.10. **Owners Corporation** has the same meaning as in the *Owner's Corporation Act 2006* (Vic) and for the purpose of this Agreement means an owners corporation created by the subdivision of the Land allowed by the Permit.

- 3 -

- 1.11. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.12. **party or parties** means the Owner and the Council under this Agreement as appropriate.
- 1.13. **Permit** means the planning permit issued by Council described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by Council.
- 1.14. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.15. **Register and Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.16. **Waste Management Plan** means the waste management plan prepared by One Mile Grid dated 23 November 2017 and endorsed by Council on 5 June 2021 pursuant to condition 3 of the Permit, as amended from time to time.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

- 4 -

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees with the Council that on-site waste collection must be arranged and managed by the Owners Corporation in accordance with the Waste Management Plan, to the satisfaction of the Responsible Authority

4. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land;
- 4.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 4.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 4.5. It will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs and any Consent Fee or Satisfaction Fee) and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
 - 4.5.3. the cancellation or alteration of this Agreement in the Register; and
 - 4.5.4. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of Council or to give consent to anything under this Agreement.
- 4.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 4.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 4.7. It will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 4.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

- 6 -

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

The Parties agree that:

- 7.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 7.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 7.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 7.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF COUNCIL

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

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand;
- 10.3. If sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 10.4. If sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

- 6 -

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16. EXCHANGE OF COUNTERPARTS BY EMAIL OR FAX

16.1. This Agreement may be executed in any number of counterparts.

16.2. All counterparts together constitute one agreement.

16.3. A party may execute this Agreement by signing any counterpart.

16.4. This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email or by facsimile machine:

16.4.1. must be treated as an original counterpart;

16.4.2. is sufficient evidence of the execution of the original; and

16.4.3. may be produced in evidence for all purposes in place of the original.

16.5. A party which has executed a counterpart of this Agreement or its legal representative may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal representative and if requested by that other party or its legal representative must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this Agreement.

- 7 -

17. COMMENCEMENT AND ENDING OF AGREEMENT

17.1. This Agreement will commence;

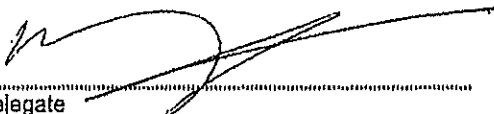
17.1.1. on the date that it bears; or

17.1.2. If it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

SIGNED on behalf of MELTON CITY COUNCIL by ROBERT BAGGIO, MANAGER PLANNING SERVICES pursuant to an Instrument of delegation authorised by a Council resolution dated 25 June 2018 in the presence of:

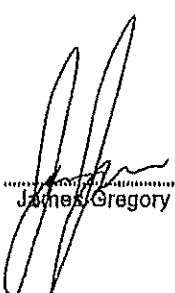

Signature of delegate


Witness

ROGER SUSIC
Print name

SIGNED SEALED AND DELIVERED by the said
JAMES GREGORY JONES in the presence of:


Witness


James Gregory Jones

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 17 May 2024 08:51 AM

PROPERTY DETAILS

Address: 40 LADY PENRHYN DRIVE HARKNESS 3337
Lot and Plan Number: Lot 18 PS632322
Standard Parcel Identifier (SPI): 18\PS632322
Local Government Area (Council): MELTON
Council Property Number: 561878
Planning Scheme: Melton
Directory Reference: Melway 336 E4

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Greater Western Water
Melbourne Water: Inside drainage boundary
Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA
Legislative Assembly: MELTON

OTHER

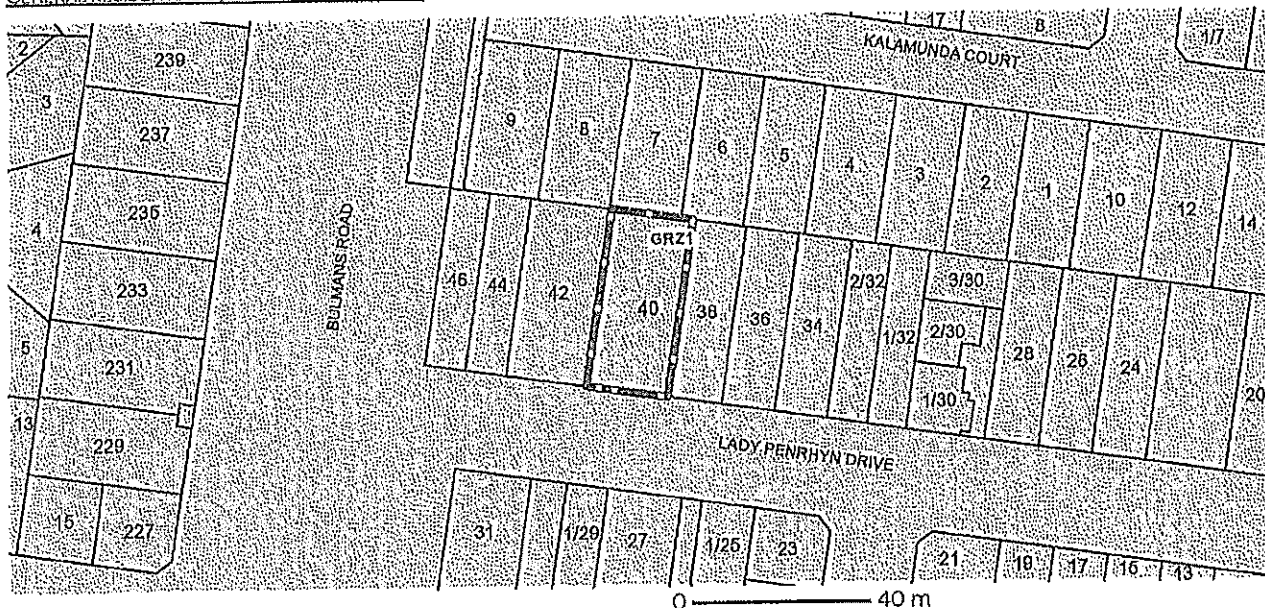
Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

PLANNING PROPERTY REPORT: 40 LADY PENRHYN DRIVE HARKNESS 3337

Page 1 of 3

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 8 May 2024.

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

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

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

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

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

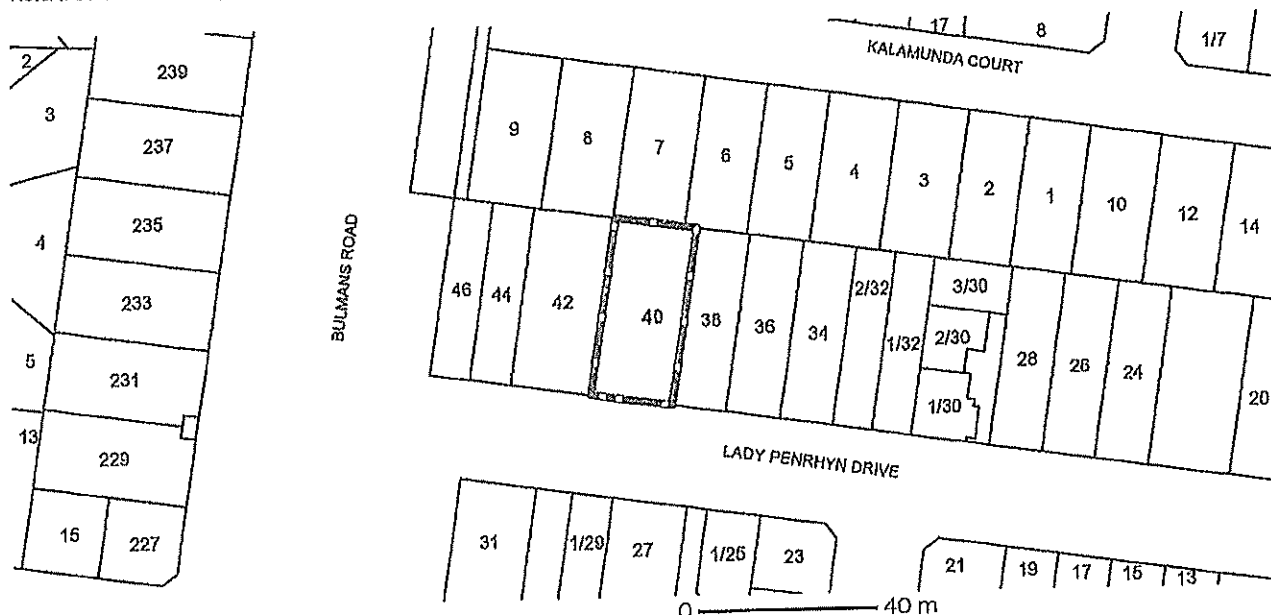
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2023 to 30 June 2024

Issue date: 22/05/2024

Your Reference: 72860312-014-6

Rate updates (03) 9747 7333

Assessment Number: 561878

Certificate No: 123022

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 40 Lady Penrhyn Drive HARKNESS 3337

Title: LOT: 18 PS: 632322C V/F: 11245/438

Ward: COBURN

Capital Improved Value: \$325,000 Site Value: \$325,000 Net Annual Value: \$16,250

Effective Date: 01/07/2023 Base Date: 01/01/2023

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2023	\$1,062.23
Municipal Charge Date Levied 01/07/2023	\$160.00
Residential FSPL Fixed Charge Date Levied 01/07/2023	\$125.00
Residential FSPL Variable Charge Date Levied 01/07/2023	\$14.95
Current Rates Levied: \$1,362.18	
Rate Arrears to 30/06/2023:	\$0.00
Interest to 29/04/2024:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$1,362.18
Less Other Adjustments:	\$0.00

Rates & Charges Due:	\$0.00
Additional Monies Owed:	\$0.00
Total Due:	\$ 0.00

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$388.20 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

A00122062 073 088

03 9747 7200
csl@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 561878 Certificate Number: 123022

3. SPECIFIED FLOOD LEVEL:

The Council does not have a Specified flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

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

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

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au. In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Bill code 747998
Reference Number 561878
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$28.90 being the fee for this certificate.

Michael

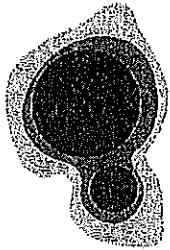
Authorised Officer

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337
ABN 22 862 073 889

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📍 cityofmelton



**Greater
Western
Water**



022

Mario Mantello C/- GXS
Landata C/-Secure Electronic Registries Victoria
Level 13 697 Collins St
DOCKLANDS VIC 3008

ABN 70 066 902 467
36 Macedon Street Sunbury
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au

Your Reference
72860312-024-5
Statement No
184679
Service Request ID
0
Account No
16-1574-1750-01-2
Date Issued
17 May 2024

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2024 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 40 LADY PENRHYN DR, HARKNESS VIC 3337

Title(s): Lot 18, Plan of Subdivision 632322, Volume 11245, Follo 438, Parish of Djerriwarrh

Owner(s): Jones, James Gregory

Comments:

There are no Comments applicable to this property

Account Calculation:

Charges Previously Billed:	\$65.23 CR
Current Charges (see over for details):	\$216.07
Total Amount Owing to 30-June-2024	<u>\$150.84</u>

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Greater Western Water within 14 days of settlement.

Property No: 16-1574-1750

Property Address: 40 Lady Penrhyn Dr, Harkness VIC 3337

Current Charges for services provided and their tariffs:

NETWORK SERVICE: 153693

Sewerage Network Fee: From 01/04/24 To 30/06/24 = 91 days @ 148.78¢ per day = \$135.39

Water Network Fee: From 01/04/24 To 30/06/24 = 91 days @ 56.38¢ per day = \$51.31

Waterways Charge: From 01/04/24 To 30/06/24 = 91 days @ 32.28¢ per day = \$29.37

Sub Total = \$216.07

This property incurs the following charges, which for 1 July 2023 to 30 June 2024 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$544.54 (Daily Rate: \$1.4878)

Water Service Network Charge of \$206.37 (Daily Rate: \$0.5638)

Melbourne Water - Waterways Charge of \$118.16 (Daily Rate: \$0.3228)

Annual Parks Charge of \$84.86 (Daily Rate: \$0.2318)

Encumbrances and other information:

Greater Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

Please note an Annual Parks Charge may apply to this property.

This charge is collected on behalf of Department of Energy, Environment and Climate Action (DEECA). The Parks charge is applicable to properties in Hume and Melton Council areas and some properties in the Moorabool Shire and Wyndham Council areas. It is based on the minimum annual charge or Net Annual Value of the property. The minimum charge for the 2023-2024 financial year is \$84.86. Further information about the Parks charge is available from Parks Victoria <https://www.parks.vic.gov.au/about-us/parks-charge>

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Greater Western Water supply. Visit www.gww.com.au for more information.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.



Rohan Charrett
General Manager Customer Experience

17 May 2024



**Greater
Western
Water**

Information Statement Remittance Page



Billir Code: 757955
Ref: 1615 7417 5001 2
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
Please make this payment via
Internet or phone banking.

Post
Mail your cheque with this
payment slip to:
PO Box 2371
Sunbury DC VIC 3429

Property No: 16-1574-1750

Property Address: 40 Lady Penrhyn Dr, Harkness VIC 3337

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-1574-1750-01	Water Account	\$150.84	

Total: \$150.84

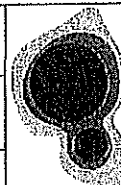
***** If paying by Post, please return this page with your payment *****

INFORMATION STATEMENT - PLAN OF ASSETS TRAVERSING LAND



Prop No. : 16-1574-1750
 Address : 40 Lady Penrhyn Drive Harkness VIC 3337
 Scale : 527
 Printed on: 17-05-2024

Water Main DOES NOT traverse property
 Sewer Main DOES NOT traverse property



Greater Western Water

Greater Western Water

36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020

Ph: 134 499

Water Legend	
Water main	—
Junction	○
End of Line]
Swab Point	⬢
Non Return Valve	⬢
Other	—
Recycled water main	—
Easement	...
Air Valve	⊙
Hydrant	⊙
Fire Plug	⊙
Pres Reducing Valve	⊙
Reducer	⊙
Valve	⊙
Water private service	—
Sewer private gravity	—
Sewer private rising	—

Sewer Legend	
Sewer main	—
Sewer rising main	---
Standard manhole	⊙
Inspection shaft	⊙
Air valve	⊙
Stop Valve	⊙
End of Line]
Selected Parcels	⬢
Registered Parcels	⬢
Proposed Parcels	⬢

Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



MARIO MANTELLO

Your Reference: LD:72860312-010-8.224326
Certificate No: 76816251
Issue Date: 17 MAY 2024
Enquiries: ESYSPROD

Land Address: 40 LADY PENRHYN DRIVE HARKNESS VIC 3337

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38555138	18	632322	11245	438	\$0.00

Vendor: JAMES JONES
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAMES GREGORY JONES	2024	\$325,000	\$3,140.17	\$0.00	\$0.00

Comments: Land Tax of \$3,140.17 has been assessed for 2024, an amount of \$3,140.17 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$325,000
SITE VALUE:	\$325,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 76816251

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,425.00

Taxable Value = \$325,000

Calculated as \$1,350 plus (\$325,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billar Code: 5249
Ref: 76816251

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 76816251

Visa or Mastercard

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

sro.vic.gov.au/pay/landtax

Property Clearance Certificate

Windfall Gains Tax



MARIO MANTELLO

Your Reference: LD:72860312-010-8,224326
Certificate No: 76816251
Issue Date: 17 MAY 2024

Land Address: 40 LADY PENRHYN DRIVE HARKNESS VIC 3337

Lot	Plan	Volume	Folio
18	632322	11245	438

Vendor: JAMES JONES
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 76816251

Power to Issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General Information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><p>Billers Code: 416073 Ref: 76816255</p></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><p>Ref: 76816255</p></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this properly clearance certificate will result in misallocated payments.</p>
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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 17 May 2024 08:52 AM

PROPERTY DETAILS

Address: 42 LADY PENRHYN DRIVE HARKNESS 3337
Lot and Plan Number: Lot 19 PS632322
Standard Parcel Identifier (SPI): 19\PS632322
Local Government Area (Council): MELTON
Council Property Number: 561806
Planning Scheme: Melton
Directory Reference: Melway 336 E4

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Greater Western Water
Melbourne Water: Inside drainage boundary
Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN VICTORIA
Legislative Assembly: MELTON

OTHER

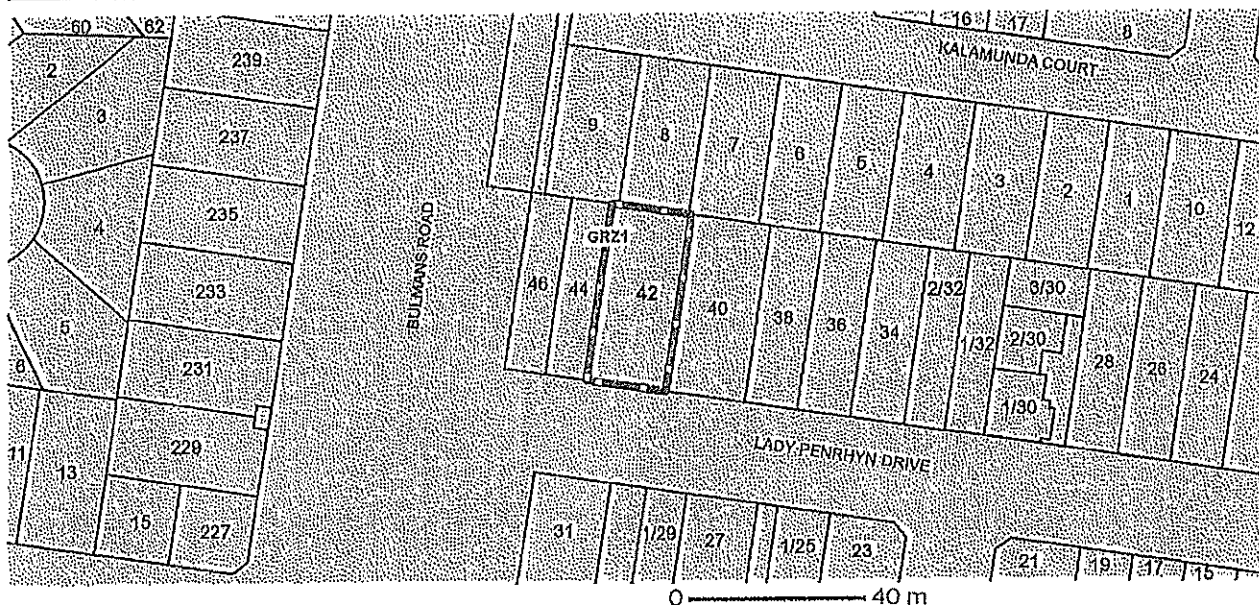
Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 8 May 2024.

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

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

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

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

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

PLANNING PROPERTY REPORT

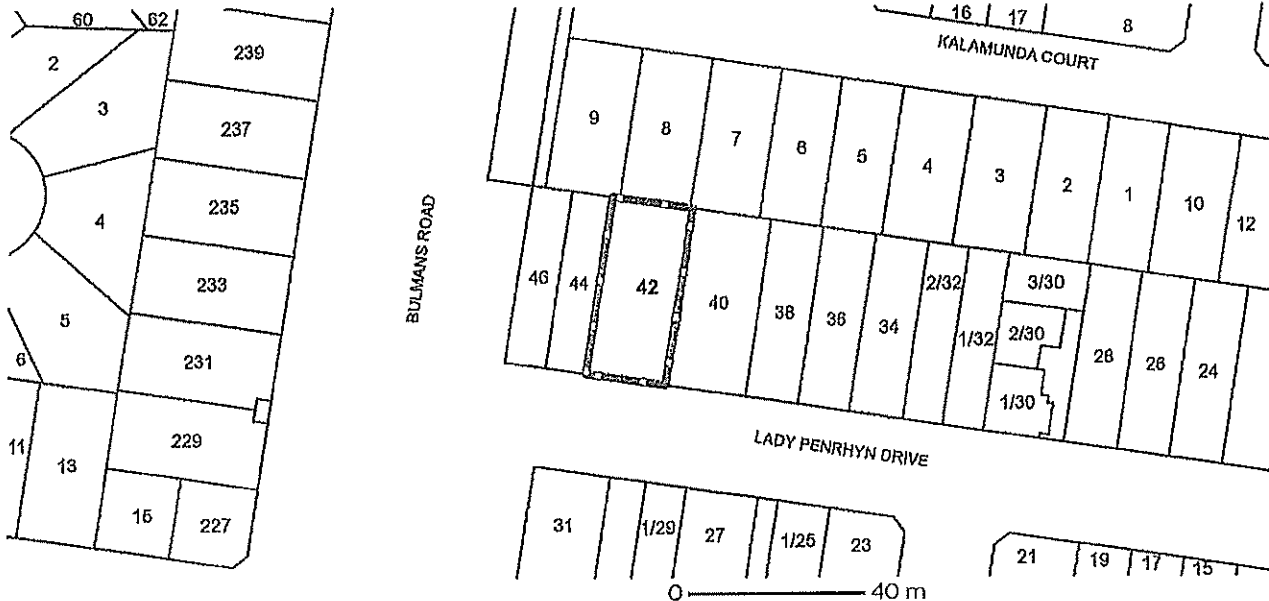


Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2023 to 30 June 2024

Issue date: 22/05/2024

Your Reference: 72860426-013-1

Rate updates (03) 9747 7333

Assessment Number: 561886

Certificate No: 123021

Applicant:

Landaia
DX 250639
MELBOURNE 3000

Property Location: 42 Lady Penrhyn Drive HARKNESS 3337

Title: LOT: 19 PS: 632322C V/F: 11245/439

Ward: COBURN

Capital Improved Value: \$325,000 Site Value: \$325,000 Net Annual Value: \$16,250

Effective Date: 01/07/2023 Base Date: 01/01/2023

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2023	\$1,062.23
Municipal Charge Date Levied 01/07/2023	\$160.00
Residential FSPL Fixed Charge Date Levied 01/07/2023	\$125.00
Residential FSPL Variable Charge Date Levied 01/07/2023	\$14.95
Current Rates Levied: \$1,362.18	
Rate Arrears to 30/06/2023:	\$0.00
Interest to 29/04/2024:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$1,362.18
Less Other Adjustments:	\$0.00

Rates & Charges Due:	\$0.00
Additional Monies Owed:	\$0.00
Total Due:	\$ 0.00

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$388.20 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337
ABN 22 862 073 050

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 561886 Certificate Number: 123021

3. SPECIFIED FLOOD LEVEL:

The Council does not have a Specified flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

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

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

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998
Reference Number 561886
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$28.90 being the fee for this certificate.

Michael

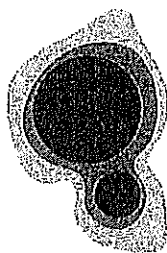
Authorised Officer

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337
A011 22 882 073 859

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



**Greater
Western
Water**



022

Mario Mantello C/- GXS
Landata C/-Secure Electronic Registries Victoria
Level 13 697 Collins St
DOCKLANDS VIC 3008

ABN 70 066 902 467
36 Macedon Street Sunbury
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au

Your Reference 72860426-023-0
Statement No 184680
Service Request ID 0
Account No 16-1574-1800-01-5
Date Issued 17 May 2024

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2024 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 42 LADY PENRHYN DR, HARKNESS VIC 3337

Title(s): Lot 19, Plan of Subdivision 632322, Volume 11245, Folio 439, Parish of Djerriwarrh

Owner(s): Jones, James Gregory

Comments:

Please note a main meter services properties 40 & 42 Lady Penrhyn Dr Harkness

If properties are to be sold, please apply for an Information Statement for Common Property, 40-42 Lady Penrhyn Dr, Harkness VIC 3337

Account Calculation:

Charges Previously Billed:	\$65.48 CR
Current Charges (see over for details):	\$216.07
Total Amount Owling to 30-June-2024	\$150.59

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Greater Western Water within 14 days of settlement.

Property No: 16-1574-1800

Property Address: 42 Lady Penrhyn Dr, Harkness VIC 3337

Current Charges for services provided and their tariffs:

NETWORK SERVICE: 153695

Sewerage Network Fee:	From 01/04/24 To 30/06/24 = 91 days @ 148.784 per day	= \$135.39
Water Network Fee:	From 01/04/24 To 30/06/24 = 91 days @ 56.384 per day	= \$51.31
Waterways Charge:	From 01/04/24 To 30/06/24 = 91 days @ 32.284 per day	= \$29.37

Sub Total = \$216.07

This property incurs the following charges, which for 1 July 2023 to 30 June 2024 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$544.54 (Daily Rate: \$1.4878)

Water Service Network Charge of \$206.37 (Daily Rate: \$0.5638)

Melbourne Water - Waterways Charge of \$118.16 (Daily Rate: \$0.3228)

Annual Parks Charge of \$84.86 (Daily Rate: \$0.2318)

Encumbrances and other information:

Greater Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

Please note an Annual Parks Charge may apply to this property.

This charge is collected on behalf of Department of Energy, Environment and Climate Action (DEECA). The Parks charge is applicable to properties in Hume and Melton Council areas and some properties in the Moorabool Shire and Wyndham Council areas. It is based on the minimum annual charge or Net Annual Value of the property. The minimum charge for the 2023-2024 financial year is \$84.86

Further information about the Parks charge is available from Parks Victoria

<https://www.parks.vic.gov.au/about-us/parks-charge>

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Greater Western Water supply. Visit www.gww.com.au for more information.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.



Rohan Charrett
General Manager Customer Experience

17 May 2024



Information Statement Remittance Page



Billor Code: 757955
Ref: 1615 7418 0001 5
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
Please make this payment via
Internet or phone banking.

Post
Mail your cheque with this
payment slip to:
PO Box 2371
Sunbury DC VIC 3429

Property No: 16-1574-1800

Property Address: 42 Lady Penrhyn Dr, Harkness VIC 3337

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-1574-1800-01	Water Account	\$150.59	

Total: \$150.59

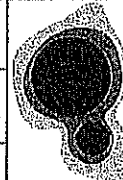
***** If paying by Post, please return this page with your payment *****

INFORMATION STATEMENT - PLAN OF ASSETS TRAVERSING LAND



Prop No. : 16-1574-1800
 Address : 42 Lady Penrhyn Drive Harkness VIC 3337
 Scale : 527
 Printed on: 17-05-2024

Water Main DOES NOT traverse property
 Sewer Main DOES NOT traverse property



Greater Western Water

Greater Western Water

36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020

Ph: 134 499

Water Legend

Water main	—	Air Valve	⊙ AV
Junction	○	Hydrant	⊙ Hyd
End of Line]	Fire Plug	⊙ FP
Swab Point	⬢ SP	Pres Reducing Valve	⊗
Non Return Valve	⌋	Reducer	⌋
		Valve	⌋

Other

Recycled water main	—	Water private service	---
Easement	---	Sewer private gravity	---
		Sewer private rising	---

Sewer Legend

Sewer main	—
Sewer rising main	---
Standard manhole	⊙
Inspection shaft	⊙
Air valve	⊙
Stop Valve	⊗
End of Line]
Selected Parcels	⬢
Registered Parcels	⬢
Proposed Parcels	⬢

Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.

Property Clearance Certificate
Land Tax



MARIO MANTELLO

Your Reference:

Certificate No:

Issue Date:

Enquiries:

LD:72860426-009-4.224330

76816235

17 MAY 2024

ESYSPROD

Land Address: 42 LADY PENRHYN DRIVE HARKNESS VIC 3337

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38555146	19	632322	11245	439	\$0.00

Vendor: JAMES JONES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAMES GREGORY JONES	2024	\$325,000	\$3,140.17	\$0.00	\$0.00

Comments: Land Tax of \$3,140.17 has been assessed for 2024, an amount of \$3,140.17 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$325,000
SITE VALUE:	\$325,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 76816235

Power to Issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General Information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,425.00

Taxable Value = \$325,000

Calculated as \$1,350 plus (\$325,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billier Code: 5249
Ref: 76816235

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 76816235

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



MARIO MANTELLO

Your Reference: LD:72860426-009-4,224330

Certificate No: 76816235

Issue Date: 17 MAY 2024

Land Address: 42 LADY PENRHYN DRIVE HARKNESS VIC 3337

Lot	Plan	Volume	Folio
19	632322	11245	439

Vendor: JAMES JONES

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE: \$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 76816235

Power to Issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General Information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 76816230

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 76816230

Visa or Mastercard


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

sro.vic.gov.au/payment-options

Important payment Information

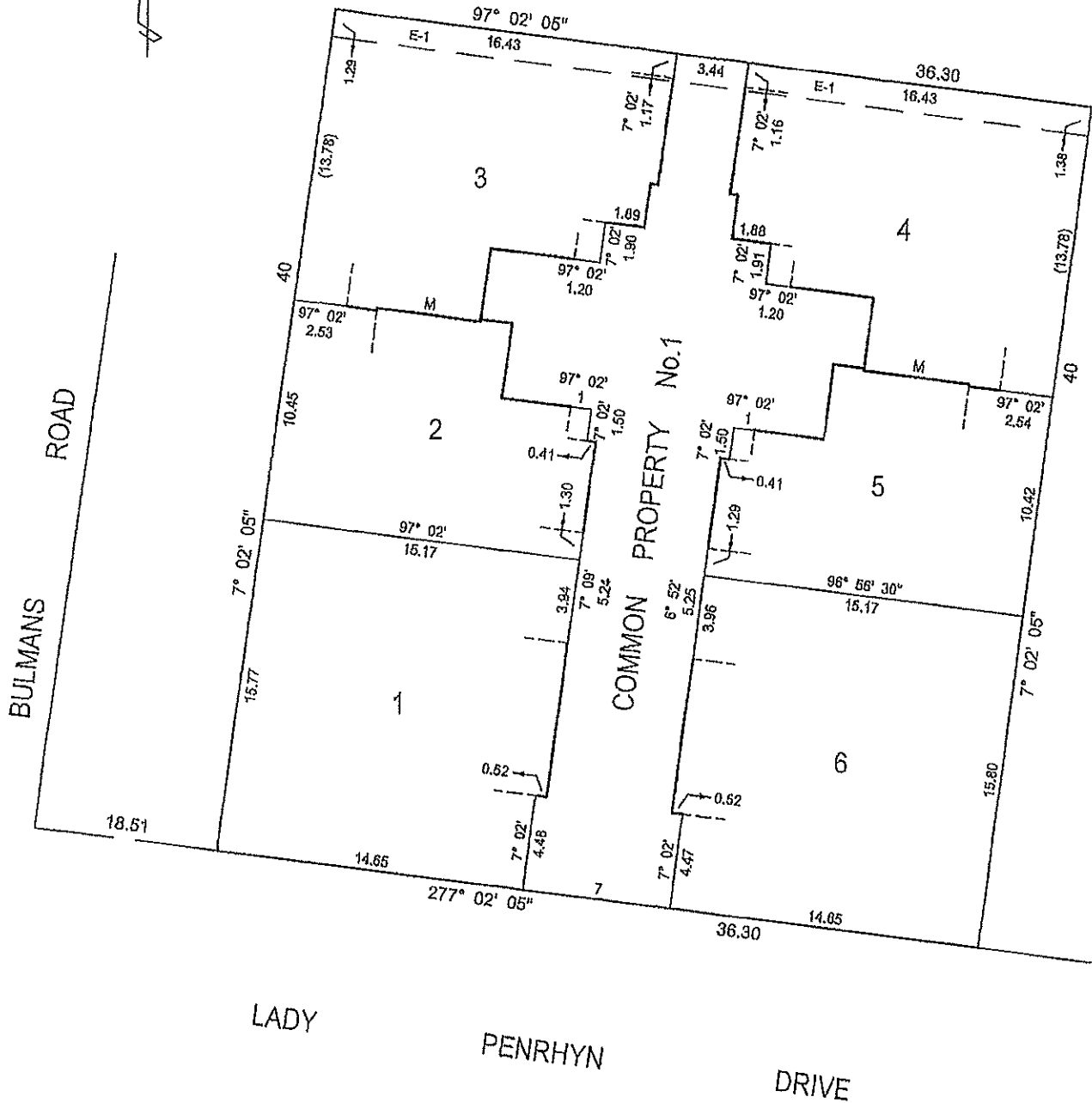
Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLAN OF SUBDIVISION			EDITION 1	PS904229C
LOCATION OF LAND PARISH: DJERRIWARRH TOWNSHIP: - SECTION: - CROWN ALLOTMENT: C (PT) CROWN PORTION: - TITLE REFERENCE: VOL 11245 FOL 438 VOL 11245 FOL 439 LAST PLAN REFERENCE: LOT 18 & 19 PS632322C POSTAL ADDRESS: 40-42 LADY PENRHYN DRIVE, HARKNESS, 3337 (at time of subdivision) MGA2020 CO-ORDINATES: E: 313 550 ZONE: 55 (of approx centre of land N: 5 823 286 in plan)			Council Name: Melton City Council SPEAR Reference Number: S182508T	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN AS A THICK, CONTINUOUS LINE. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. MEDIAN : BOUNDARIES DENOTED 'M'. EXTERIOR FACE : ALL OTHER BOUNDARIES. OWNERS CORPORATION: LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION : DOES NOT APPLY SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). PM787 & PM669 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 OF THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	MELBOURNE WATER
 SMC LAND SURVEYORS 153d ANDERSON RD SUNSHINE, 3020 PO BOX 337, SUNSHINE, 3020 Tele. : 9312 2247		SURVEYORS FILE REF: 20353 VERSION: 2 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS		

PS904229C

MGA2020 ZONE 55



SMC LAND SURVEYORS

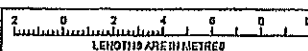
153d ANDERSON RD SUNSHINE, 3020

PO BOX 337, SUNSHINE, 3020

Tele. : 9312 2247

SCALE

1:200



ORIGINAL SHEET
SIZE: A3

SHEET 2

OWNERS CORPORATION SCHEDULE

PS904229C

Owners Corporation No. 1

Plan No. P5904229C

Land affected by Owners Corporations:

ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	600	600
Balance of existing OC	0	0
Overall Total	600	600

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100

SMC Land Surveyors
153D Anderson Road Sunshine VIC 3020

SURVEYORS FILE REFERENCE: 20353

SHEET 1

ORIGINAL SHEET
SIZE: A3

Surveyor: Adam Carter (SMC Land Surveyors)
Surveyor's Version: 2

Our Reference: PA2021/7650/1



27 January 2022

SMC Land Surveyors
PO Box 337
SUNSHINE VIC 3020

Dear Applicant,

Application for a Planning Permit

No.: PA2021/7650/1
Land: LOT: 18 PS: 632322C V/F: 11245/438, LOT: 19 PS: 632322C V/F: 11245/439,
40-42 Lady Penrhyn Drive HARKNESS
Proposal: Six lot subdivision

Please find enclosed a copy of the above permit, which has now been issued by Council.

Your attention is drawn to the conditions of the Permit, which you should read carefully. It is essential that all the Permit conditions be complied with at all times, as your permit may be audited for compliance with the conditions and details shown on the endorsed plans at any time. Failure to comply with the permit conditions may result in enforcement action being undertaken.

The reverse side details information about the Planning Permit and your appeal rights.

If you wish to discuss this matter further please contact me on 9747 7290 or email: josepho@melton.vic.gov.au.

Yours Sincerely,

A handwritten signature in dark ink, appearing to be 'JO' or similar, written over the typed name.

Joseph Oyelowo
Development Planner

Encl

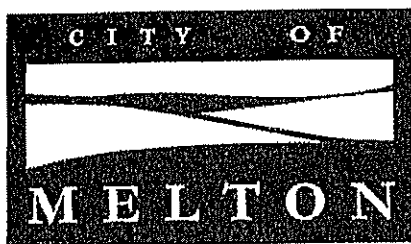
A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 859

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📱 cityofmelton



Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING PERMIT

Permit No:
Planning Scheme:
Responsible Authority:

PA2021/7650/1
Melton Planning Scheme
Melton City Council

ADDRESS OF THE LAND:

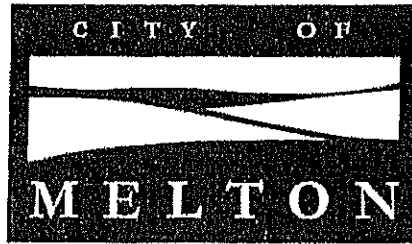
LOT: 18 PS: 632322C V/F: 11245/438, LOT: 19 PS: 632322C V/F: 11245/439, 40-42 Lady Penrhyn Drive HARKNESS

THE PERMIT ALLOWS:

Six lot subdivision in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The Plan of Subdivision must not be altered or modified without the written consent of the Responsible Authority.
2. Before a Statement of Compliance is issued for the subdivision, the development approved by Planning Permit PA2017/5809 must be completed to the satisfaction of the Responsible Authority. This includes all civil works, including the on-site stormwater detention system - which must be constructed to the satisfaction of the Responsible Authority, with each lot to be provided with an individual connection point to the on-site stormwater detention system internal to the site, access to each lot, and other required reticulated services.
3. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - (a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
4. The owner of the land must enter into an agreement with:
 - (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in



Planning Permit PA2021/7650/1 Continued

accordance with the provider's requirements and relevant legislation at the time;
and

- (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- 5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
 - 6. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
 - 7. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
 - 8. Stormwater must not be discharged from the site other than by means of an underground pipe drain discharged to a legal point of discharge to the satisfaction of the Responsible Authority.
 - 9. Before the issue of a Statement of Compliance, all existing conditions affected by the development works must be reinstated at no cost to, and to the satisfaction of, the Responsible Authority.
 - 10. Before the issuing of the Statement of Compliance, the following must be undertaken to the requirements and the satisfaction of the Responsible Authority:
 - (a) Landscaping, on-site detention system (drainage), fencing and other civil works are to be constructed to the satisfaction of the Responsible Authority.
 - (b) All proposed vehicle crossing must be constructed to a residential standard in accordance with Council's Standard Drawings. A 'Consent to Work within a Road Reserve' must be obtained from Council before the commencement of construction.
 - (c) All disused or redundant vehicle crossing must be removed, and the area reinstated to kerb and channel to the satisfaction of the Responsible Authority.

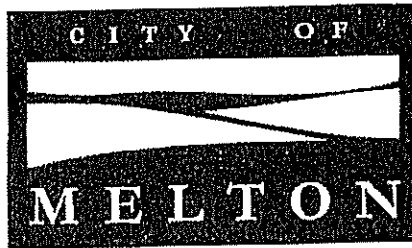
Greater Western Water (Conditions 11– 13)

Page 2 of 4

Date Issued: 27 January 2022

Signature of the
Responsible Authority:

A handwritten signature, possibly "JB", written in black ink.



Planning Permit PA2021/7650/1 Continued

11. Payment of new customer contributions for each lot created by the development, such amount being determined by Greater Western Water at the time of payment.
12. The operator under this permit must enter into an Agreement with Greater Western Water relating to the design and construction of any sewerage or water works required. The form of such Agreement shall be to the satisfaction of Greater Western Water. The owner/applicant shall make a written request to Greater Western Water for the terms and conditions of the agreement.
13. All internal sewer and water mains must be owned and maintained by an owner's corporation.

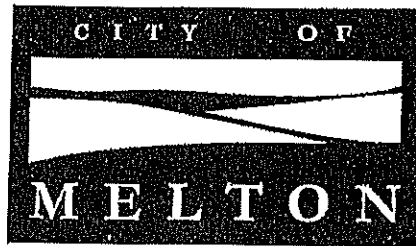
Melbourne Water (Conditions 14 - 18)

14. Prior of Certification of Plan of Subdivision, the plan of subdivision must include a 7.5 metres wide easement centrally over the Centenary Avenue Drain, which shown in favour of Melbourne Water Corporation for the purpose of drainage.
15. To ensure the easement is centrally located over this asset, the exact location of Melbourne Water's underground drain is to be located by a licensed surveyor to a quality level B or higher (as per AS5488) guidelines and results are to be included on plan drawings and sent to Melbourne Water for review.
16. Prior to the issue of Statement of Compliance, a separate application direct to Melbourne Water must be made for approval of any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council considers that it is not feasible to connect to the local drainage system.
17. Prior to the issue of Statement of Compliance, a separate build over application must be made directly to Melbourne Water's Asset Services Team for approval of works/structures over or near Melbourne Water assets.
18. Prior to the issue of Statement of Compliance, a 'Plant near sewers, drains, waterways and water mains' application detailing of any landscaping will need to be submitted for any new landscaping within 5 metres of the asset. This must comply with Melbourne Water's Planting Guidelines. If a Build Over application is also being made then Landscaping can be assessed under the Build Over application.

Powercor (Conditions 19 - 20)

19. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards. Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required

A handwritten signature, possibly reading "JB", is written over a horizontal line.



Planning Permit PA2021/7650/1 Continued

to make such supplies available, with the cost of such works generally borne by the applicant.

20. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR). Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.
21. This permit will expire if one of the following circumstances applies:
- (a) The plan of subdivision is not certified under the Subdivision Act 1988 for all lots in the subdivision hereby permitted within two years of the date of this permit.
 - (b) The registration of the subdivision is not completed within five years of the date of certification of the plan of subdivision.

In accordance with section 69 of the Planning and Environment Act 1987, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

NOTES:

All drains contained within the allotment, except in drainage easements, must remain the property of the landowners and must not be taken over by Council for future maintenance.

The proposed vehicle crossings must have clearance from other services, public light poles, street sign poles, street trees, other street furniture and any traffic management devices.

Powercor

It is recommended that applications for electricity supply to each lot be submitted at the earliest opportunity so that the precise requirements of the Distributor can then be determined and accommodated. Applications for electricity supply shall be submitted via the Distributor's web portal, "mySupply" which can be accessed via the following link:

<https://customer.portal.powercor.com.au/mysupply/CIWQuickCalculator>

A handwritten signature, possibly "JB", written in black ink.

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: this is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from –
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

**Opes Building Solutions**

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Project Number: 20201802

FORM 2**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/2987386917050**Issue to**

Agent of Owner: Bright Homes Construction P/L

ACN/ARBN: 77 154 271 237/127 754 992

Postal Address: Factory 6, 92 Rebecca Drive, RAVENHALL VIC

Postcode: 3023

Email: grace@brighthouse.com.au

Telephone: 8361 9322

Address for serving or giving of documents:

Factory 6, 92 Rebecca Drive, RAVENHALL VIC

Postcode: 3023

Contact Person: Grace Santilli

Telephone: 8361 9322

Ownership Details

Owner: James Jones

Postal Address: Apartment 4010, 60 Kavangh Street, SOUTHBANK VIC

Postcode: 3006

Email: grace@brighthouse.com.au

Contact Person: James Jones

Telephone: 0427 800 057

Property Details

Number: 40-42

Street/Road: Lady Penryn Street

Suburb: Harkness

Postcode: 3337

Lot/s: 18 & 19

LP/PS: 632322C & 632322C

Volume: 11245 & 11245

Folio: 438 & 439

CA: C (Part)

Section No: n/a

Parish: Djerriwarrah

County: n/a

Municipal District:

Melton City Council

Builder

Name: Bright Homes Construction P/L

ACN/ARBN: 77 154 271 237/127 754 992

Telephone: 8361 9322

Registration no.: CDB-U 48808

Domestic Builder - Unlimited

Postal Address: Factory 6, 92 Rebecca Drive, RAVENHALL VIC

Postcode: 3023

This builder is specified under section 24B [4a] of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Robert Surbevskl	Draftsperson - Building Design (Architectural)	DP-AD 19344
Steven Cudrig	Engineer - Civil	EC 62021
Pradeep Patel	Engineer - Civil	EC 40509

Details of Domestic Building Work Insurance

Name of Builder: Bright Homes Construction P/L

Name of Issuer or Provider: Hia Insurance Services Pty Ltd

Policy Number: C630509, C630510, C630511, C630512, C630513 & C630514

Policy cover: \$1,410,000.00

Details of Relevant Planning Permit

Planning Permit No: PA2017/5809

Date of grant of Planning Permit: 10 November 2017

Nature of Building Work

Construction of Four New Double Storey Dwellings & Construction of Two New Single Storey Dwellings & Associated Garages

Storeys contains: 2

Version of BCA applicable to permit: BCA VOL 2 2019

Stage of Building Work Permitted: Entire - Dwelling & Garages

Cost of Building Work: \$1,410,000.00

Total floor area of new building work m²: 876

BCA Classification

Part of Building: Dwelling - Unit 1, Unit 2, Unit 3, Unit 4, Unit 5 & Unit 6 Class: 1a(a)

Part of Building: Associated Garage Class: 10a

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Melton City Council

Combined Allotment Determination

A determination has been made under regulation 64(1) in relation to the building work that is the subject of this permit.

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 06 August 2022

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 06 August 2023

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.


Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:	Opes Permits Pty Ltd
Address:	824 Pascoe Vale Road, GLENROY VIC 3046
Email:	admin@opesbs.com.au
Building practitioner registration no.:	CBS-U 66127
Municipal district:	Melton City Council

Designated Building Surveyor

Name:	Mehmet Yuksel
Permit no.:	CBS-U 66127/2987386917050
Building practitioner registration no.:	BSU-44430
Date of issue of permit:	06 August 2021
Signature:	



Opes Building Solutions
ABN: 93613 578 493

PO BOX 2042, OAK PARK VIC 3046

Tel: (03) 9304 4412
Email: admin@opesbs.com.au
Website: www.opesbs.com.au

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20240721

OCCUPANCY PERMIT

For Building Permit No. CBS-U 66127/2299260574280

Property Details

Address: 40-42 Lady Penryn Street, Harkness Vic 3337
Lot: 18 & 19
LP/PS: 632322C & 632322C
Section: n/a
CA: C (Part)
Volume: 11245 & 11245
Folio: 438 & 439
Municipality: Melton City Council
Parish: Djerriwarrah
County: n/a

Building permit details

Building permit number: CBS-U 66127/2299260574280
Version of BCA applicable to building permit: BCA Vol 2 2019

Building Details

Part of building to which permit applies: Multiple - Dwellings & Associated Garages (Units 1, 2, 3, 4, 5 & 6)
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa & Roof 0.25 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained: 2

Reporting Authority

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Melton City Council

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Final Inspection 20/03/2024

Relevant Building Surveyor:

Name: Mehmet Yuksel
Address: PO BOX 2042, Oak Park VIC 3046
Email: admin@opesbs.com.au
Building practitioner registration no.: BSU-44430
Municipal district name: Melton City Council
Certificate no.: CBS-U 66127/2299260574280 - Occupancy Permit
Date of Issue: 27 March 2024
Date of final inspection: 20 March 2024
Signature:



HIA INSURANCE SERVICES PTY LTD
4 / 70 Jollmont Street
Jollmont VIC 3002
hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

JAMES JOANS
Apt 4010, 60 Kavanagh Street
SOUTHBANK
VIC 3006

Policy Number:
C630511

Policy Inception Date:
05/08/2021

Builder Account Number:
005762

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the Insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: C03: New Multi-Dwelling Construction
At the property: Unit 3 Lot 18 And Lot 19, 40-42 Lady Penryn Street HARKNESS VIC 3337 Australia
Carried out by the builder: BRIGHT HOMES CONSTRUCTION PTY LTD
Builder ACN: 127754992

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): JAMES JOANS

Pursuant to a domestic building contract dated: 30/10/2020

For the contract price of: \$ 200,000.00

Type of Cover: Cover is only provided if BRIGHT HOMES CONSTRUCTION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *

The maximum policy limit for claims made under this policy is: \$300,000 all inclusive of costs and expenses *

The maximum policy limit for non-completion claims made under this policy is: 20% of the contract price limited to the maximum policy limit for all claims under the policy *

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number **PS904229C**

Address **40-42 Lady Penrhyn Drive, Harkness VIC 3337**

This certificate is issued for lot **3** on plan of **904229C**
subdivision number

Postal address **PO BOX 1733, Preston South VIC 3072**

Applicant for the certificate

Address for delivery of certificate

Date that the application was received **08/08/2024**

Important:

The information in this certificate is issued on (insert date) **08/08/2024**

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 fees for the lot annually are:
	\$986.67 annually
2.	The date which the fees for the lot have been paid up to is: 31/07/2024
	The fees are paid up to 31 July 2024.
3.	The total of any unpaid fees or charges for the lot is:
	The unpaid fees total \$986.67
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	NIL

5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:												
	NIL												
6.	<p>The owners corporation has the following insurance cover:</p> <ul style="list-style-type: none"> • company name: WFI Insurance • policy number: 01016667 • type of policy: Reinstatement and Replacement Insurance • buildings covered: All 6 lots • building amount: \$1,400,000 • public liability amount: \$20,000,000 • renewal date: 07 August 2025 												
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:												
	No												
8.	The total funds held by the owners corporation:												
	<p>The total funds held by the owners corporation as set out in the financial statements prepared for the owners corporation on (08/08/2024)</p> <p style="text-align: center;">are as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">• Assets:</td><td style="width: 50%; text-align: right;">\$0.00</td></tr> <tr> <td colspan="2"><hr style="width: 50%; margin-left: auto; margin-right: 0;"/></td></tr> <tr> <td colspan="2">• Maintenance fund (if prescribed owners corporation):</td></tr> <tr> <td>• Liabilities:</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td colspan="2"><hr style="width: 50%; margin-left: auto; margin-right: 0;"/></td></tr> <tr> <td>Total funds =</td><td style="text-align: right;">\$0.00</td></tr> </table>	• Assets:	\$0.00	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>		• Maintenance fund (if prescribed owners corporation):		• Liabilities:	\$0.00	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>		Total funds =	\$0.00
• Assets:	\$0.00												
<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>													
• Maintenance fund (if prescribed owners corporation):													
• Liabilities:	\$0.00												
<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>													
Total funds =	\$0.00												
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:												
	NIL												
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:												
	NIL												

11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	NIL
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details:
	There are no notices or orders as at (08/08/2024)
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details:
	The manager is not aware of any legal proceedings as at 08/08/2024
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details:
	A manager is appointed. The manager is Melbourne Strata Group of PO BOX 1733 Preston South VIC 3072
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
	No administrator is appointed.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
17.	Documents required to be attached to the owners corporation certificate are:
	<ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	<p>Note:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p> <p>Melbourne Strata Group PO BOX 1733 Preston South VIC 3072</p>

This owners corporation certificate was prepared by:

Postal address PO BOX 1733, Preston South Vic 3072

(signature)



(print name)

Marcel Di-Scipio

(name of management company if relevant) as delegate of the owners corporation

Melbourne Strata Group

Signature of lot owner

DocuSigned by:
James Gregory Jones
0F0C8C27043F4A8...

Name of lot owner (block letters)

James Gregory Jones

Lot number

3

Date

8/8/2024

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.



**MELBOURNE
STRATA GROUP**

P: 1300 133 763
F: 03 8692 8625
E: oc@mrgrp.com.au
W: www.mrgrp.com.au
A: Suite N08/215 Bell Street Preston VIC 3072
ABN: 87 616 209 708

**Inaugural Meeting of Owners Corporation Plan of Subdivision: PS 904229C
40-42 Lady Penrhyn Drive, Harkness VIC 3337**

Date: 29th July 2024
Time: 10:30 am
Place: 215 Bell Street, Preston VIC 3072

Present: Marcel Di-Scipio of Melbourne Strata Group, James Jones Owner of Lots 1-6.

It was noted that plan of subdivision PS 904229C has been registered by the Land Titles Office, and that the registered proprietor is James Jones.

The following ordinary resolutions were passed:

1. Ordinary Resolution 1 - Appointment of Manager

Melbourne Strata Group be appointed manager for a term of 1 year in accordance with Section 119 of the Owners Corporations Act 2006 and that the Owners Corporation execute the following documents:

- a. Contract of Appointment Owners Corporation Manager
- b. Instrument of Delegation
- c. Affix the common seal

2. Ordinary Resolution 2 - Delegation

It was resolved unanimously that the Owners Corporation delegates to the Manager the powers and functions set out in the instrument of delegation that was tabled at the meeting. Such delegation includes the power to sign on behalf of the Owners Corporation certificates in accordance with Owners Corporation Certificate and Notice of Address Change in the Schedule to the Regulations and any contracts or documents not requiring the seal of the Owners Corporation. Such delegation will also include the power of Owners Corporation to delegate the functions and duties set out in the instrument of delegation to the Manager so that such powers and functions may be exercised or performed by any employee of the Manager.

3. Ordinary Resolution 3 – Quarantine of Decisions

Pursuant to section 82 of the Owners Corporation Act 2006 it was resolved that the following decisions, in the interests of all members of the Owners Corporation, can only be made at a general meeting:

1. Appointment of Manager
2. Termination of Manager

4. Ordinary Resolution 4 - Owners Corporation Signs

It was confirmed that in accordance with Regulation 17 of the Owners Corporation Regulations 2007 that a sign displaying the managers name and mailing address of the Owners Corporation is displayed at the entrance to the property.

5. Ordinary Resolution 5 - Adopting and Affixing the Common Seal

Pursuant to section 19 it was resolved that a common seal is not required to execute documents, documents such as contracts can be executed by two authorised lot owners signing on behalf of the owners corporation.



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6. Ordinary Resolution 6 - Insurance

It was resolved to instruct the manager to write out a cheque for Insurance cover for the Owners Corporation as required by Part 3, Division 6 of the Owners Corporation Act 2006 effective May 2009, *the premium to be adjusted by the purchasers of the lots at settlement, details of which are outlined below:*

Name of Company:	WFI
Policy Number:	01016667
Buildings & Common Property Insurance:	\$1,400,000.00
Legal Liability:	\$20 million
Voluntary Workers:	\$200,000
Fidelity:	\$50,000
Renewal date:	27/04/2022

7. Ordinary Resolution 7 - Insurance Disclosure

The Chairman brought to the attention of the Owners Corporation via the Financial Services Guide, that the owners corporation manager would not be receiving a commission of the base premium.

Product Disclosure Statement

The manager was presented the new PDS for the insurance policy by the Chairperson of the Owners Corporation.

It was resolved to allow the Manager to receive the commissions.

8. Ordinary Resolution 8 – Collection of Fees and Bank Account

It was resolved that the Manager (or the manager's delegate), pursuant to its appointment as manager for the Owners Corporation, is authorised to collect the fees for the Owners Corporation and to operate a bank account on behalf of the Owners Corporation.

It was resolved that a bank account from Bank Of Queensland is the owners corporation choice, can be opened in the name of the **Owners Corporation**, and that the signatories on the bank account would be the Manager (or the manager's delegate).

9. Ordinary Resolution 9 - Penalty Interest and Fee for Arrears

Pursuant to Section 29 of the Owners Corporation Act 2006 it was resolved that the Owners Corporation will charge the current penalty interest rate on any fees owed by a member of the Owners Corporation after the due date for fees and charges.

10. Ordinary Resolution 10 – ABN & GST Registration

Pursuant to Taxation Ruling No. IT 2505 and in accordance with Australian Tax Office requirements it was resolved that the Owners Corporation will:

- a) obtain an ABN
- b) become GST registered (if applicable)

11. Ordinary Resolution 11 - Building Valuation

Pursuant to Section 65 of the Owners Corporation Act 2006 it was resolved to not have a building valuation.

12. Ordinary Resolution 12 – Maintenance Plan

Pursuant to Section 36 of the Owners Corporation Act 2006 it was resolved to not adopt a maintenance plan.



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13. Ordinary Resolution 13 - Annual Budget & Owners Corporation Fees

Pursuant to Section 23 of the Owners Corporation Act 2006 it was resolved to accept the suggested budget at \$5,920.00 per annum (attachment 1) and set the levy period, due date and amounts based on lot liabilities as follows:

Bank Charges	\$	55.00
Body corporate management fee	\$	1,200.00
Administration - Printing / telephone / postage / ATO compliance	\$	165.00
Insurance cover	\$	4,000.00
Set-up costs	\$	500.00
Contributions for period: 2024 - 2025	\$	5,920.00

The Owners Corporation Initial Financial Year will be 1st August 2024 to 31st July 2025.

14. Ordinary Resolution 14 – Appointment of Chairperson and Secretary

Pursuant to Section 98 of the Owners Corporation Act 2006 it was resolved to appoint the following members to Chairperson/Secretary - Unit 1 to Unit 6

- Instrument of delegation
- Affix the common seal

15. Ordinary Resolution 15 - Appointment of Grievance Committee

Pursuant to Section 100 and 153 - 159 of the Owners Corporation Act 2006 it was resolved to appoint all members to the grievance committee and execute the following documents:

- Instrument of Delegation
- Affix the common seal

The following special resolutions were passed

16. Special Resolution 1 – Special Resolution Owners Corporation Rules

Pursuant to Section 138 of the Owners Corporation Act 2006 it was resolved by a special resolution to adopt the Consolidated Rules as presented and that the Owners Corporation executes the following documents:

- Form OC27 (12/07) (notification of making rules) and;
- To affix the common seal on each document.

17. Special Resolution 2 – Special Resolution Service Agreements

Pursuant to Section 12 of the Owners Corporation Act 2006 it was resolved by special resolution to enter into a service agreement with the following entities: N/A

18. Special Resolution 3 – Special Resolution - Lots leased by Body Corporate

Pursuant to Section 12 of the Owners Corporation Act 2006 it was resolved by special resolution of the Owners Corporation to enter into a commercial or residential lease of the following lots and affix the common seal for the following lots: None Required



LEVEL 6, 181 WILLIAM STREET
MELBOURNE 3000
Tel: 1300 934 934
Fax: 1300 797 544

7th August 2024

Interim Cover for Residential Strata Plan Insurance Cover
New Business Interim Cover No: 01016667

Thank you for considering WFI for your Residential Strata Plan insurance. This document gives you insurance cover for the period shown.

This interim cover has been issued based on the information you have provided to us.

Please contact us within 14 days of the date of issue of this document if you wish to proceed with arranging cover, and to provide any further information if required.

Valid to Midnight 14 days from and including date of issue: 07/08/2024

Client Details

Name:	Owners Corporation PS904229C	Business:	1300 133 763
Address:	215 Bell Street Suite W11B PRESTON VIC 3072	Mobile:	0408 459 938

Premium Details

Premium	\$	3,238.02
ESL/FSL	\$	0.00
GST	\$	323.79
Government Stamp Duty	\$	356.19
Total Amount Payable	\$	3,918.00

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as WFI (WFI)

WFI Payment Details



Billers Code: 172 171
Ref: 42010166678

Telephone & Internet banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque or savings account.
Credit cards are not accepted for BPAY.



To pay by phone, contact us on 1300 934 934.
Please have your credit card details ready.

Quote No: 01016667



Location: 40-42 Lady Penrhyn Drive
Units 1 - 6
MELTON WEST 3337

Period of insurance: 07/08/24 to 07/08/25

Risk: 1/1 Building and common contents
Fidelity guarantee
Voluntary workers accident only

Insured: Owners Corporation PS904229C

Business: means the business of the Strata Company as a strata company

BUILDING AND COMMON CONTENTS

Excess: \$500 or as shown in the policy, whichever is greater

Insured Item:	Sum insured:
Building	\$ 1,400,000
Common Contents	\$ 5,000

Flood Cover:

Your policy includes cover for damage caused by Flood (refer to the Product Disclosure Statement for details of this cover).

Additional benefits:

Arson reward	\$ 5,000
Damage to safe or strongroom	\$ 500
Demolition and removal of debris	\$ 140,000
Electrical damage:	
\$1,000 any one electric motor to a maximum	
of \$10,000 in the aggregate	\$ 10,000
Escape of liquid	\$ 5,000
Failure of essential services:	
\$1,000 any one Unit Owner to a maximum	
of \$10,000 in the aggregate	\$ 10,000
Fees of architects, surveyors and other professionals	\$ 100,000
Fire containment	\$ 5,000
Improved environmental aspects	\$ 5,000
Landscaping	\$ 5,000
Money	\$ 5,000
Pets: any one Unit Owner	\$ 500
Property in the open air	\$ 5,000
Property of third parties	\$ 5,000
Replacement keys and locks	\$ 5,000
Replacement title deeds	\$ 5,000
Restoration of records	\$ 5,000
Strata Company Fund Fees: \$1,000 any one Unit Owner	\$ 1,000
Temporary shuttering	\$ 5,000
Tinting, frames and wiring	\$ 5,000
Tree removal costs	\$ 5,000
Removal and storage of Common Contents	\$ 2,000

Interim Cover No: 01016667 for Residential Strata Plan Insurance Cover



Removal and storage of Unit Owner's contents:

\$2,000 any one Unit Owner's contents to a maximum
of \$20,000 in the aggregate

\$ 20,000

Loss of rent; Temporary and emergency premises

\$ 160,000

FIDELITY GUARANTEE

Excess: \$500 or as shown in your policy, whichever is greater

Fidelity guarantee limit

\$ 40,000

VOLUNTARY WORKERS ACCIDENT ONLY

Capital benefit

\$ 50,000

Weekly benefit

\$ 500

Compensation period

52 weeks

Claims exclusion period

2 weeks

Aggregate limit per period

\$ 100,000

Important Note:

1. You have the option to remove Flood cover from this policy. If you wish to remove Flood cover from your policy you will be required to notify us in writing. You can do this by completing the enclosed authority form and post, fax or email it to us.
2. Due to the location of your property there has been **no additional charge** added to your premium for this cover. If you remove Flood cover from this policy you will not have cover for Flood and your insurance schedule will show this limitation in your cover.
3. When building and contents are insured with us on the same policy and you remove Flood cover, you are removing Flood cover for both building and contents.

Premium	\$	3,138.02
ESL/FSL	\$	0.00
GST	\$	313.79
Government Stamp Duty	\$	345.19
Total Amount Payable	\$	3,797.00



Location: 40-42 Lady Penrhyn Drive
Units 1 - 6
MELTON WEST 3337

Period of insurance: 07/08/24 to 07/08/25

Risk: 1/2 Legal liability

Excess: \$250 for damage to property in Your physical or legal control

Insured: Owners Corporation PS904229C

Business: means the business of the Strata Company as a strata company

Limit of Indemnity:	Sum insured:
Any one Occurrence	\$ 20,000,000
Property in Your physical or legal control	\$ 250,000
Aggregate limit for pollution liability	\$ 20,000,000

Premium	\$	100.00
ESL/FSL	\$	0.00
GST	\$	10.00
Government Stamp Duty	\$	11.00
Total Amount Payable	\$	121.00

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

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

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

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



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COMMUNICATING WITH YOUR OWNERS CORPORATION

Your manager is: **Melbourne Strata Group Pty Ltd**

Your manager can be contacted

Address: **Suite N08, 215 Bell Street, Preston VIC 3072**

Telephone: **1300 133 733**

By email: oc@melbournestratagroup.com.au

General Information

As an owner, you are responsible for:

- Your unit, and, if relevant, your balcony, courtyard, car park or storage unit. On the plan of subdivision, the apartment, flat, car park or storage unit is described as a "lot". The boundaries of your unit are also set out in the plan of subdivision.
- You also own a share of the common property, as a tenant in common with all other lot owners.

As an owner you have the right to:

- Be involved in your owners corporation by attending general meetings.
- Vote at general meetings and in postal ballots, unless you are ineligible to vote due to unpaid fees.
- Inspect owners corporation records at any reasonable (and agreed) time.

Your obligations include:

- Pay all owners corporation fees and charges.
- Maintain and repair your unit, balcony, courtyard, car park and, if relevant, your storage unit.
- Comply with the Owners corporations Act 2006, Owners Corporations Regulations 2007, the Rules and other laws.

Obligations of the owners corporation include:

- Manage and administer the common property.
- Repair and maintain the common property.
- Take out required insurances.
- Comply with and take any action necessary to ensure compliance with the Owners corporations Act 2006, Owners Corporations Regulations 2007, the Rules and other laws.

Owners Corporation Rules:

- For your information, we attach the rules for your owners corporation. We also remind you to please:
- Report immediately to the manager any damage to the building.
- Report any risks to safety and security to residents and the building to your manager.
- Ensure the entrance gates are kept closed at all times.
- Advise your manager if you are going to be away from your apartment for a long period of time. Law requires that you notify the owners corporation if you are going to be away for more than 3 months.
- Keep clean the entrances and walk ways. Owners and tenants must clean up any mess or rubbish they have caused or caused by their visitors. Do not leave it to others.
- Notify the manager of 14 days prior to the making an application for a building permit or planning permit. Also notify the manager of 14 days prior to the commencement of renovations as some renovations cause disruption or have the potential to affect the security of other residents.

Do not make of unreasonable noise between the hours of midnight and 8.00 a.m. Please consider your neighbours.