

DATED

2025

VENDOR: GEORDAN TYZACK & ANASTASIA TYZACK (NEE IVANOV)

CONTRACT OF SALE OF LAND

**PROPERTY: UNIT 17 & ACCESSORY LOT 35
786 WARRIGAL ROAD MALVERN EAST VIC 3145**



RET CONVEYANCING PTY LTD

262 St Kilda Rd
St Kilda Vic 3182
Tel: 03 9534 3422
info@retconveyancing.com.au

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

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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **GEORDAN TYZACK AND ANASTASIA TYZACK (NEE IVANOV)**

State nature of authority, if applicable:

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

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*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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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.

Particulars of sale

Vendor's estate agent

Invest2day Pty Ltd
54 Davis Avenue, South Yarra, VIC 3141

Email: ilana@invest2day.com.au

Tel: 0411 604 087

Mob:

Fax:

Ref:

Vendor

GEORDAN TYZACK AND ANASTASIA TYZACK (NEE IVANOV)

Vendor's legal practitioner or conveyancer

RET Conveyancing Pty Ltd
262 St Kilda Rd, St Kilda VIC 3182
PO Box 383, Elsternwick VIC 3185

Email: info@retconveyancing.com.au

Tel: 03 9534 3422

Mob:

Fax: 03 9534 3444

Ref: GK:IS

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09375	Folio	546	17	014892
Volume	09375	Folio	561	35	014892

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 17 and Accessory Lot 35 786 Warrigal Road Malvern East VIC 3145**

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

Blinds, light fittings & fixed floor coverings as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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.

Lease (general condition 5.1)

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

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. AUCTION

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation, which modify or replace those rules.

Auctioneer Statements At Public Auctions:

- (i) Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2005 and any additional conditions that were made available for inspection before the start of the auction.
- (ii) The auction rules permit the making of bids on behalf of the vendor.
- (iii) The law prohibits the making of vendor bids other than by me as the auctioneer.
- (iv) During the auction I will say "VENDOR BID" when I make bids on the vendor's behalf.
- (v) I will indicate bidders on request.
- (vi) The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
- (vii) The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
- (viii) The law provides for substantial penalties for any person who engages in prohibited conduct.

2. IDENTITY

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

3. RESTRICTIONS AND ENCUMBRANCES

The Property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) listed in Item (1) of the Schedule.

4. SUBJECT TO CONDITIONS OF PLANNING PERMITS

The Purchaser accepts the Property subject to any existing planning restrictions affecting the Property pursuant to the provisions of:

- (a) any act, environment planning instrument or deemed environmental planning instrument; or
- (b) any resolution of any council made or hereafter made under the Local Government Act, Planning and Environment Act, Town & Country Planning Act or the Environment Protection Act; and
- (c) in particular any planning permits annexed hereto.

The Purchaser takes title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or re-zoning of the Property or any part(s) thereof or any area within which the Property or any part(s) thereof is or are situated pursuant to any of the provisions in (a) to (c) above.

5. CONDITION OF PROPERTY

The Purchaser acknowledges that:

- (a) any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- (b) the Purchaser has purchased the Property as a result of the Purchaser's own inspection and inquiries and accepts it in its present condition and state of repair and subject to all faults and defects both latent or patent at the day of sale and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters (including but not limited to title to the Property, the suitability of the Property for any particular use or the condition of the Property).

6. **ACKNOWLEDGMENTS**

The Purchaser acknowledges that prior to the execution of this or any other contract agreement or document whatsoever in relation to the purchase of the Land the Purchaser received from the Vendor or the Vendor's agent:

- (a) the Vendor's Statement signed by the Vendor in accordance with Section 32 of the Sale of Land Act 1962; and
- (b) a copy of this Contract.
- (c) That he has inspected the rules of conduct of the auction which have been on display.

7. **REASONABLE EXPENSES**

- (a) The Purchaser acknowledges that:
 - (i) if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
 - (ii) the losses and expenses described in paragraph (b) are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 7(a) of this Contract.
- (b) The Purchaser, in addition to the interest chargeable under this Contract shall pay or reimburse the Vendor on demand for:
 - (i) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement; and
 - (ii) legal costs and expenses as between solicitor and client.

8. **STAMP DUTY INDEMNITY**

The Purchaser agrees to indemnify and will keep the Vendor indemnified at all times hereafter against all liabilities, claims, proceedings and penalties whatsoever under the Duties Act 2000 relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the Property.

9. **WARRANTIES EXCLUSION**

It is agreed that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's Agent except such as are made conditions of this Contract.

10. **GUARANTEE OF COMPANY**

If the within-named Purchaser is a company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a company which is so listed), it agrees that it will at its own cost and within seven (7) days from the Day of Sale, procure and deliver to the Vendor or the Vendor's Solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors or such other persons as the Vendor may at its discretion by prior written agreement with the Purchaser agree to and duly stamped.

A breach of this Special Condition by the Purchaser will entitle the Vendor to rescind this Contract as set out in General condition 28.

11. **INTEREST PAYABLE ON DEFAULT**

If the Purchaser defaults in payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 15% per annum computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor. General condition 26. does not apply.

12. **SUBSTITUTION OF NOMINEE**

General Condition 18 shall apply in relation to the right of the Purchaser to nominate a substitute or additional Purchaser.

13. **JURISDICTION**

This Contract shall be construed and take effect in accordance with and with the rights and obligations of the parties hereto shall be governed by the law of the State of Victoria, which is the proper law of this Contract. The Vendor and the Purchaser hereby irrevocably submit to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie therefrom and the Vendor and the Purchaser agree that any writ of summons or other process shall be served in Australia at the party's address for service under this Contract.

14. **RESIDENCY STATUS**

The Purchaser warrants that Purchaser is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to purchase the Property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine, costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.

15. **ENTIRE AGREEMENT**

- (a) The only information, representations and warranties (if any) by the Vendor, the Vendor's agent or the Vendor's solicitor relied

upon by the Purchaser are those expressly contained in this Contract.

(b) This Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations.

16. SWIMMING POOL

If the property contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that:

- i. The purchaser must comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and 2018 ("Regulations"); and
- ii. The purchaser must ensure that there is a safety barrier installed and that such Safety Barrier complies with Regulation 5.13 of the Regulations (or any regulation imposed in the future by any regulatory authority which relates to pool safety barriers); and
- iii. The purchaser must register the pool with the local council immediately upon settlement and obtain any relevant Certificate of Compliance as it falls due; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor against any non-compliance of any regulation by the Vendor from the day of sale.

17. WINDFALL GAINS TAX ("WGT")

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is \$10,000,000.00 or less, then this Special Condition shall apply and in this condition :-

- 17.1 "WGT Act" means The Windfalls Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021; and
- 17.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under the Planning and Environment Act, 1987, occurring on or after 1st of July 2023.

17.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

17.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

17.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

17.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

17.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

18. NO LAND TAX ADJUSTMENT

Where the Day of Sale is 1/1/2024 or later, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

19. CIPT

For Commercial or Industrial properties, the Commercial and Industrial Property Tax (CIPT) will apply in the future and the AVPCC number will be shown on the Council Land Information Certificate and/or the State Revenue Clearance Certificate, and the purchaser should make its own enquiries re CIPT.

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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. Special 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 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment

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 special 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 vendors subscriber or the electronic lodgment 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 lodgment 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's 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 authorised 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 that 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.
-

GEORDAN TYZACK AND ANASTASIA TYZACK (NEE IVANOV)

AND

AND

DEED OF GUARANTEE OF CONTRACT

RET Conveyancing Pty Ltd

262 St Kilda Rd

St Kilda VIC 3182

262 St Kilda Rd

St Kilda VIC 3182

Email: info@retconveyancing.com.au

Ref: IS:PS:TYZACK - S/O 17/786 WARRIGAL RD

EXECUTED AS A DEED

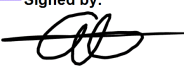
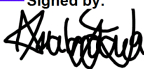
SIGNED SEALED & DELIVERED BY)
GEORDAN TYZACK AND)
ANASTASIA TYZACK in the presence	
of:	Signature
Signature of witness	
Print name of witness	

SIGNED SEALED & DELIVERED BY)
in the presence of:)
	Signature
Signature of witness	
Print name of witness	

SIGNED SEALED & DELIVERED BY)
in the presence of:)
	Signature
Signature of witness	
Print name 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	Unit 17 and Accessory Lot 35 786 Warrigal Road Malvern East VIC 3145	
Vendor's name	Geordan Tyzack	Date 11/6/2025
Vendor's signature	<div>Signed by:  B826B78330DE4B6...</div>	
Vendor's name	Anastasia Tyzack (Nee Ivanov)	Date 11/6/2025
Vendor's signature	<div>Signed by:  37CDDA30405D4B8...</div>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 09375 FOLIO 546

Security no : 124124890902X
Produced 29/05/2025 01:16 PM

LAND DESCRIPTION

Lot 17 on Registered Plan of Strata Subdivision 014892.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09371 Folio 157
Created by instrument H952465 22/05/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GEORDAN TYZACK
ANASTASIA IVANOV both of UNIT 17 786 WARRIGAL ROAD MALVERN EAST VIC 3145
AU705348H 18/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU705349F 18/08/2021
AMP BANK LTD

COVENANT (as to whole or part of the land) in instrument 0625081

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP014892 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 17 786 WARRIGAL ROAD MALVERN EAST VIC 3145

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 18/08/2021

OWNERS CORPORATIONS



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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**

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP014892

DOCUMENT END



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

Page 1 of 2

VOLUME 09375 FOLIO 561

Security no : 124125182778R
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LAND DESCRIPTION

Lot 35 on Registered Plan of Strata Subdivision 014892.
CAR PARK
PARENT TITLE Volume 09371 Folio 157
Created by instrument H952465 22/05/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GEORDAN TYZACK
ANASTASIA IVANOV both of UNIT 17 786 WARRIGAL ROAD MALVERN EAST VIC 3145
AU705348H 18/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU705349F 18/08/2021
AMP BANK LTD

COVENANT (as to whole or part of the land) in instrument 0625081

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP014892 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: WARRIGAL ROAD MALVERN EAST VIC 3145

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 18/08/2021

OWNERS CORPORATIONS



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

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP014892

DOCUMENT END



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Document Identification	RP014892
Number of Pages (excluding this cover sheet)	2
Document Assembled	29/05/2025 13:16

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PLAN OF STRATA SUBDIVISION	EDITION 1	RP014892
LOCATION OF LAND PARISH: PRAHRAN AT GARDINER TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 180 (PART) CROWN PORTION: - TITLE REFERENCE: VOL. 9371 FOL. 157 LAST PLAN REFERENCE: LOT 5(PART) & LOT 6(PART) ON L.P. 2605 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 786 - 788 WARRIGAL ROAD, MALVERN EAST. 3145.	FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
	SURVEYOR'S CERTIFICATE Surveyor: KEVIN J. BARGE Certification Date: 04/04/1980 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF MALVERN on 22/04/1980 REGISTERED DATE: 22/05/1980 PLAN UPDATED BY REGISTRAR IN AN661031Q 03/11/2022	

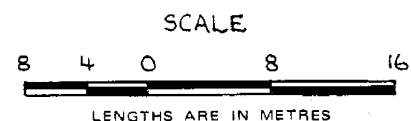
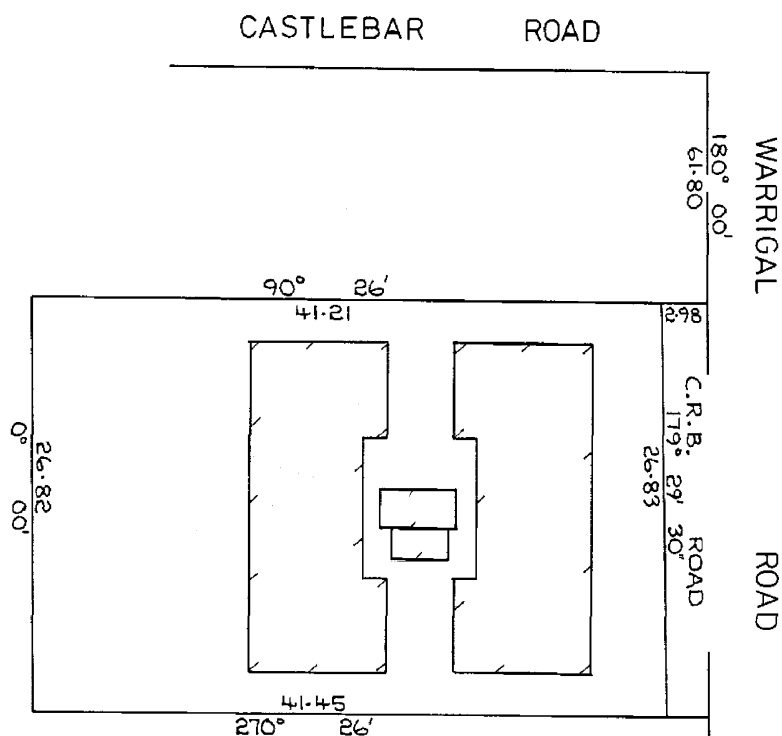


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION
THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
MEASUREMENTS ARE IN METRES					

PLAN OF STRATA SUBDIVISION

RP014892

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 19 & 21 TO 24 IS A THREE STOREY BUILDING.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE	
LOT	RELEVANT STOREY
LOTS 1 TO 6, 19 & 21 TO 24	GROUND STOREY
LOTS 7 TO 12	FIRST STOREY
LOTS 13 TO 18	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 18 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE LOWER BOUNDARY OF LOTS 19, 21 TO 24 & 27 TO 36 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS 2.50 METRES ABOVE ITS LOWER BOUNDARY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 27 TO 36.

LOTS 19, 21 TO 24 & 27 TO 36 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1, 3 TO 7, 9 & 11 TO 18 ARE RESTRICTED LOTS.

LOTS 19, 21 TO 24 & 27 TO 36 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 1, 3 TO 7, 9 & 11 TO 18 IS RESTRICTED.

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY

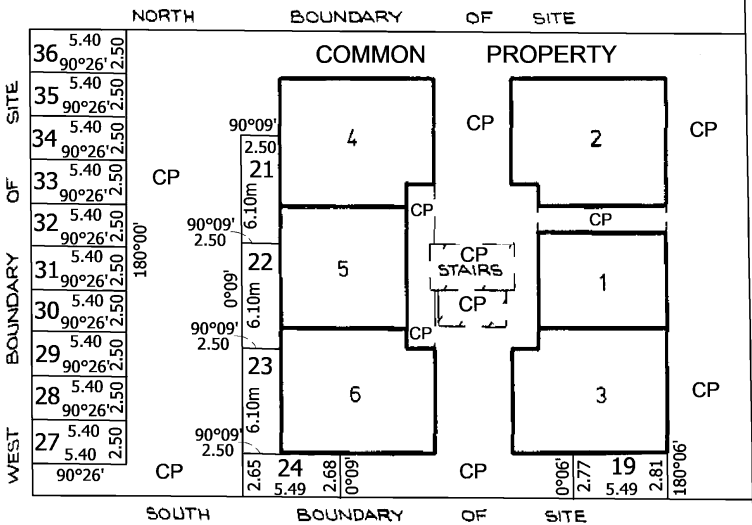
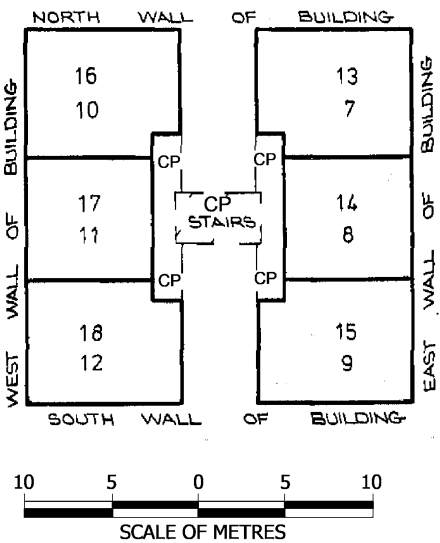


DIAGRAM 2
FIRST STOREY &
TOPMOST STOREY





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP014892

The land in RP014892 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 19, 21 - 24, 27 - 36.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH485998Y 09/09/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	160	160
Lot 2	250	250
Lot 3	250	250
Lot 4	250	250
Lot 5	200	200
Lot 6	250	250



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP014892**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	250	250
Lot 8	200	200
Lot 9	250	250
Lot 10	250	250
Lot 11	200	200
Lot 12	250	250
Lot 13	250	250
Lot 14	200	200
Lot 15	250	250
Lot 16	250	250
Lot 17	200	200
Lot 18	250	250
Lot 19	5	5
Lot 21	5	5
Lot 22	5	5
Lot 23	5	5
Lot 24	5	5
Lot 27	5	5
Lot 28	5	5
Lot 29	5	5
Lot 30	5	5
Lot 31	5	5
Lot 32	5	5
Lot 33	5	5
Lot 34	5	5
Lot 35	5	5
Lot 36	5	5
Total	4235.00	4235.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP014892

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

Statement End.

**Service centres**

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Please Quote Property No. 1 8 6 9 9

LAND INFORMATION CERTIFICATE (Section 121 Local Government Act, 2020)
and
VALUATION CERTIFICATE (Section 13DJ Valuation of Land Act 1960)

Property No: 18699
Reference:
Agent Reference: 76933786-020-5
Issue Date: 29/05/2025

Cert No: wLIS06458/25
Receipt No: Not Applicable

SECURE ELECTRONIC REGISTRIES
VICTORIA (SERV) (LIC)
Locked Bag 20005
MELBOURNE VIC 3001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 17/786 Warrigal Road MALVERN EAST VIC 3145

AVPCC : 125 Strata unit or flat

Title Particulars: Lot 17 RP 14892 Vol 9375 Fol 546

Capital Improved Value: \$230000 **Level Value Date:** 1/07/2024
Site Value: \$90000 **Valuation Date:** 1/01/2024
Net Annual Value: \$11500

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

LEVY FOR THE YEAR ENDING 30/6/2025	
General Rates	236.40
Fire Service Levy	152.01
Garbage Charges	356.00
Payment	-744.41
Rates Subtotal	0.00
BALANCE OUTSTANDING	0.00

Interest will accrue on all overdue rates and charges at a rate of 10% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to council@stonnington.vic.gov.au.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- **FULL PAYMENT due by 15/02/2025**
- **INSTALMENTS DUE by 30/09/2024, 30/11/2024, 28/2/2025 & 31/5/2025**

**Service centres****Stonnington City Centre**

311 Glenferrie Road, Malvern

Prahran Town Hall

Corner Chapel and Greville Streets

Depot

293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm

T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144

council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU**Notations regarding subject property:****Notices or orders:**

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: \$Nil**Recovery of money owed to Council by former owner or occupier**

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988.

Total Liability: \$Nil**Land becoming or ceasing to be rateable land**

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: \$Nil**Private Street/Drainage Schemes – section 163 of the Local Government Act 1989**

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil**(all debts relating to this legislation will be shown under the particulars on the front of the certificate)**



Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Specified Flood Level pursuant to the Building regulations 2018: NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. 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. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section

AUTHORISED OFFICER

BPay option available to pay Municipal Rates and Charges

Bpay enables Rates and Charges to be paid from a nominated bank account via the internet or phone as shown below.

The Biller Code and Reference number relates to the property referred to on this Land Information Certificate.



Biller Code: 20198
Ref: 1869 981



Biller Code: 20198
Ref: 1869 981

INTERNET

Go to www.stonnington.vic.gov.au

PHONE

Call 1300 BPOINT



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

29th May 2025

RET Conveyancing C/- LANDATA
LANDATA

Dear RET Conveyancing C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	17/786 WARRIGAL ROAD MALVERN EAST 3145
Applicant	RET Conveyancing C/- LANDATA LANDATA
Information Statement	30944280
Conveyancing Account Number	7959580000
Your Reference	

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

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

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

Yours sincerely,

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

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	17/786 WARRIGAL ROAD MALVERN EAST 3145
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

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Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

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

Melbourne Water Property Information Statement

Property Address	17/786 WARRIGAL ROAD MALVERN EAST 3145
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30944280	Address	17/786 WARRIGAL ROAD MALVERN EAST 3145			
	Date	29/05/2025			
	Scale	1:1000			
			 Yarra Valley Water ABN 93 066 902 501		
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			
<p>Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;</p>					



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yvw.com.au

RET Conveyancing C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3405106212
Rate Certificate No: 30944280

Date of Issue: 29/05/2025
Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 17/786 WARRIGAL RD, MALVERN EAST VIC 3145	17\RP14892	1676802	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 21.400000kL x \$3.43420000 = \$73.49</i> Estimated Average Daily Usage \$0.84	17-01-2025 to 14-04-2025	\$73.49	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

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

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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yvw.com.au

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

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

Property No: 1676802

Address: UNIT 17/786 WARRIGAL RD, MALVERN EAST VIC 3145

Water Information Statement Number: 30944280

HOW TO PAY



Biller Code: 314567
Ref: 34051062127

Amount Paid	<input type="text"/>	Date Paid	<input type="text"/>	Receipt Number	<input type="text"/>
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Property Clearance Certificate

Land Tax



RET CONVEYANCING

Your Reference:	LD:76933786-016-8.
Certificate No:	91231557
Issue Date:	29 MAY 2025
Enquiries:	KXM15

Land Address:	UNIT 17, 786 WARRIGAL ROAD MALVERN EAST VIC 3145
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
10830255	17	14892	9375	546	\$0.00

Vendor: ANASTASIA TYZACK & GEORDAN TYZACK
Purchaser: RET CONVEYANCING

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR GEORDAN TYZACK	2025	\$90,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$230,000
SITE VALUE (SV):	\$90,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91231557

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$90,000

Calculated as \$500 plus (\$90,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,300.00

Taxable Value = \$230,000

Calculated as \$230,000 multiplied by 1.000%.


Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 91231557

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: 91231557

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

Commercial and Industrial Property Tax



RET CONVEYANCING

Your Reference:	LD:76933786-016-8.
Certificate No:	91231557
Issue Date:	29 MAY 2025
Enquires:	KXM15

Land Address: UNIT 17, 786 WARRIGAL ROAD MALVERN EAST VIC 3145					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
10830255	17	14892	9375	546	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$230,000
SITE VALUE:	\$90,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91231557

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



RET CONVEYANCING

Your Reference:	LD:76933786-016-8.
Certificate No:	91231557
Issue Date:	29 MAY 2025

Land Address:		UNIT 17, 786 WARRIGAL ROAD MALVERN EAST VIC 3145			
Lot	Plan	Volume	Folio		
17	14892	9375	546		
Vendor:	ANASTASIA TYZACK & GEORDAN TYZACK				
Purchaser:	RET CONVEYANCING				
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: 91231557

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

<div><div>BPAY</div><div></div><div><div>Billers Code: 416073</div><div>Ref: 91231555</div></div><div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div></div>	<div><div>CARD</div><div></div><div><div>Ref: 91231555</div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcsc@vbcsc.com.au
www.vbcsc.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

06 June 2025

R.E.T CONVEYANCING
262 St Kilda Road
ST KILDA VIC 3182

Ref

Re	Lot	35	Plan of Subdivision No. RP14892
Fee	95.20	Paid	

TAX INVOICE

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line.

Direct Telephone (03) 8531 8100
Direct Email : certificates@smartercommunities.com.au

Issued on behalf of Owners Corporation Plan Number RP14892
by its manager, Victoria Body Corporate Services Pty Ltd.

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation 786 WARRIGAL ROAD
 786 Warrigal Road Malvern East 3145

Plan Number: RP14892

Vendor Mr G Tyzack & Ms A Ivanov

Reference

This certificate is issued for Lot 35 on Plan Number RP14892 Lot Liability 5.00 Lot Entitlement 5.0000
 the postal address of which is: 17/786 WARRIGAL ROAD, MALVERN EAST, 3145

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

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

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/06/25	12.25	01/04/25	27/03/25	17/02/25
01/07/25 to 30/09/25	15.00	01/07/25		23/05/25
01/10/25 to 31/12/25	15.00	01/10/25		
01/01/26 to 31/03/26	15.00	01/01/26		
01/04/26****30/06/26	14.32	01/04/26		
01/07/26****30/09/26	14.32	01/07/26		
01/10/26****31/12/26	14.32	01/10/26		
01/01/27****31/03/27	14.32	01/01/27		

Regulation 16(b)

The Administration Fund fees are paid up until 30/06/25
 Amount unpaid including billed not yet due \$15.00

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

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

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

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

Regulation 16(b)

The Maintenance Fund fees are paid up until
 Amount unpaid including billed not yet due Nil

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

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

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

Description	Amount	Due Date	Date Paid	Notice Date
Special Levy Expenses	3.19	04/03/25	27/03/25	13/02/25
Brick Fence Project	3.61	18/06/25		21/05/25
Urgent fix to water leak	1.30	20/06/25		23/05/25

Amount unpaid including billed not yet due \$4.91

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

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

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

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 35 On Plan Number RP14892

5	Section 151(4)(a)(iii) Other amounts owing				
	<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$19.91) Nil

6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:
Nil

7 Section 151(4)(a)(iv) Regulation 11(f)
The owners corporation has the following insurance cover:
INSURANCE DETAILS
786 WARRIGAL ROAD

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
APPEAL EXPENSES WHS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	100,000.00	15/02/26	29/01/25	
BUILDING HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	7,028,874.00	15/02/26	29/01/25	11,840.12
CATASTROPHE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	2,108,662.00	15/02/26	29/01/25	
CONTENTS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	70,288.00	15/02/26	29/01/25	
FIDELITY GUARANTEE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	100,000.00	15/02/26	29/01/25	
FLOATING FLOORS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	Included	15/02/26	29/01/25	
FLOOD HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	Included	15/02/26	29/01/25	
GOVERNMENT AUDIT HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	25,000.00	15/02/26	29/01/25	
LEGAL DEFENCE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	50,000.00	15/02/26	29/01/25	
LOSS RENT/TEMP ACCOM HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	1,054,331.00	15/02/26	29/01/25	
LOT OWNERS FIXTURES HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	702,887.00	15/02/26	29/01/25	
OFFICE BEARER HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	1,000,000.00	15/02/26	29/01/25	
PUBLIC LIABILITY HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	20,000,000.00	15/02/26	29/01/25	
VOLUNTARY WORKERS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	200,000.00	15/02/26	29/01/25	

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 35

On

Plan Number

RP14892

- 8 Section 151(4)(a)(v) Regulation 11(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.
have not
- 9 Section 151(4)(a)(vi) Regulation 11(h)
Total funds held by owners corporation (including any investment accounts): \$3,633.99
- 10 Section 151(4)(a)(vii) Regulation 11(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF UPGRADE OF EXTERNAL LIGHTING -&- COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

MEMBERS DISCUSSED WORKS REQUIRED ON THE PROPERTY . IT WAS RESOLVED THE COMMITTEE WILL PREPARE A LIST OF REPAIRS AND MAINTENANCE REQUIRED ON THE COMMON PROPERTY FOR THE UPCOMING YEAR. THE LIST WILL BE SENT TO THE MANAGER. THE COMMITTEE AND MANAGER WILL SOURCE QUOTES. WORKS DISCUSSED TO BE INCLUDED ON THE LIST :
-DRAIN OVERFLOWING LAUNDRY AREA
-STAIRWELL FLOODING
-FASCIA BOARDS MAINTENANCE REQUIRED

IT WAS FURTHER RESOLVED ONCE THE LIST IS FINALISED, QUOTES OBTAINED AND AGREED UPON, A SPECIAL LEVY WILL BE STRUCK TO DEFRAY THE COSTS OF THE WORKS REQUIRED. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/3/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COSTS OF THE BOUNDARY FENCE REPAIR. TO DATE NO LEVY ACCOUNT HAS ISSUED.

A SPECIAL LEVY WAS STRUCK ON 13/02/2025 DUE ON 13/03/2025 TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. LEVY TALLING \$2,700.00.

LOT 4 IS RESPONSIBLE FOR \$159.39 WHICH REMAINS UNPAID.

LOT 22 IS RESPONSIBLE FOR \$3.19 WHICH REMAINS UNPAID.

COMMON SEWER REQUIRE ATTENTION AND TO BE RELINED. QUOTES OBTAINED AND PROVIDED TO COMMITTEE. POTENTIAL INVESTMENT APPROX. \$ 28K. A SPECIAL LEVY WILL BE STRUCK TO DEFRAY THE COSTS OF THE WORKS REQUIRED. TO DATE NO LEVY ACCOUNT HAS ISSUED.

SPECIAL LEVIES MAYBE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

A SPECIAL LEVY WAS STRUCK ON 21/05/2025 DUE IN 28 DAYS TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. FOR REPAIRS TO BRICK FENCE LEVY TALLING \$3,060.00.

A SPECIAL LEVY WAS STRUCK ON 23/05/2025 DUE IN 28 DAYS TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. FOR PLUMBING WORK LEVY TALLING \$1,100.00.
- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

FOR CONTRACTS REFER BELOW.

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 35

On

Plan Number

RP14892

VBCS MANAGEMENT AGREEMENT

12 Section 151(4)(a)(ix) Regulation 11(k)

The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

Nil

13 Section 151(4)(a)(x) Regulation 11(l)

The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

Nil

14 Section 151(4)(a)(xi) Regulation 11(m)

The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

APPLICATION TO VCAT FOR RECOVERY OF ARREARS FROM MEMBER/S.

15 Section 151(4)(a)(xii) Regulation 11(n)

The owners corporation has resolved to appoint a manager, being:

VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207

Telephone: 03 8531 8100

Facsimile: 08 8531 8190

Email: gfox@vbcs.com.au

16 Section 151(4)(a)(xiii) Regulation 11(o)

No proposal has been made for the appointment of an administrator except as follows:

Nil

17 Section 151(4)(b)(i)

A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)

A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii)

A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)

Other documents of a prescribed kind:

Nil

21 Section 151(4)(b)(v)

Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters

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

06/13 THE BUILDING HAS ASBESTOS CONTAINING MATERIALS. THE OWNERS CORPORATION HAS HAD PREPARED AS ASBESTOS REGISTER AND AN ASBESTOS MANAGEMENT PLAN.

PROSPECTIVE PURCHASERS MAY WISH TO MAKE THEIR OWN ENQUIRIES WITH REGARDS TO BUILDING DEFECTS WITHIN THEIR PRIVATE UNIT(S) (LOT(S)).

Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 35

On

Plan Number

RP14892

Dated: 06/06/2025

Owners Corporation Manager
Galyna Fox



ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. RP14892

ABN 85 535 328 008

STATEMENT

Transfer Date:
21/08/24

Mr G Tyzack & Ms A Ivanov
17/786 Warrigal Road
MALVERN EAST VIC 3145

Statement Period			
01 Apr 24 to 06 Jun 25			
A/c No	32	Lot No	35
Page Number	1 of 1	Unit No	17

Date	Type	Details	Reference	Debit	Credit	Balance
30/08/24	Admin Fund	Brought forward	I0010664			0.00
01/10/24	Receipt	01/10/24 To 31/12/24	R0010682	13.28		13.28
21/11/24	Admin Fund	Admin Fund	I0010697		13.28	0.00
27/12/24	Receipt	01/01/25 To 31/03/25	R0010714	13.28		13.28
13/02/25	Special Levy - Admin	Admin Fund	I0010748		13.28	0.00
17/02/25	Admin Fund	04/03/25	I0010781	3.19		3.19
27/03/25	Receipt	01/04/25 To 30/06/25	R0010782	12.25		15.44
27/03/25	Receipt	Admin Fund	RA010782		12.25	3.19
21/05/25	Special Levy - Admin	Special Levy - Admin	I0010814		3.19	0.00
23/05/25	Special Levy - Admin	18/06/25	I0010847	3.61		3.61
23/05/25	Admin Fund	20/06/25	I0010880	1.30		4.91
		01/07/25 To 30/09/25		15.00		19.91
				\$61.91	\$42.00	\$19.91
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$19.91	
0.00	0.00	0.00	0.00	19.91	Date Paid	Amount Paid

STRATAPAY

Tel: 1300 552 311
Ref: 9753 6892 7

www.stratamax.com.au
Ref: 9753 6892 7

www.stratapay.com/ddr
Ref: 9753 6892 7

Telephone: Call this number to pay by credit card. International +613 8648 0158

Internet: Visit this website to make a secure credit card payment over the internet.

Direct Debit: Make auto payments directly from your nominated bank account or credit card.

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In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: OCP 14892
786 WARRIGAL ROAD MALVERN EAST 3145

LOT/UNIT

Lot 35/ Unit 17

786 WARRIGAL ROAD

MANAGED BY

VBCS PTY LTD

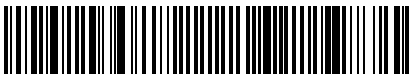
STRATAPAY REFERENCE NO.

9753 6892 7

DUE DATE

AMOUNT

\$19.91



*496 301979233 10000000329



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

**OWNERS CORPORATION PLAN NO. 14892
AT 786 WARRIGAL ROAD, MALVERN EAST, VIC 3145**

**Prepared by: Galyna Fox
Phone: 8531 8100
Email: gfox@vbcs.com.au
Date of Meeting: 19 May 2025**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 14892
Address: 786 WARRIGAL ROAD, MALVERN EAST, VIC 3145
Held: Microsoft Teams Video / Phone Conference,
Date: 19 May 2025 at 05:00 PM

PRESENT:

<u>Name</u>	<u>Unit</u>
Damien Cleary	3, 21
Pranita Reddy	4, 22
Lyn Fox	8
Geordan Tyzack	17, 35

PRESENT BY PROXY:

<u>Proxy Name</u>	<u>Unit</u>
Lyn Fox was appointed as proxy for Lynnete Wong	8

IN ATTENDANCE: Lyn Fox, Victoria Body Corporate Services

Motion 1.	Chairperson for the Meeting	Ordinary Resolution
IT WAS RESOLVED THAT Lyn Fox be appointed to act as the Chairperson of the Meeting.		

Motion 2.	Minutes	Ordinary Resolution
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 17/06/2024 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	Financial Statements & Position	Ordinary Resolution
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2025 be adopted.		

Motion 4.	Deficit Levy	Ordinary Resolution
IT WAS RESOLVED THAT a deficit levy be raised in the amount of \$3,819.00 inclusive of GST to extinguish the deficit as at 31/03/2025 and payable 28 days after the issue date.		

Motion 5.	Annual Budget & Contributions	Ordinary Resolution
<p>IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/04/2025 to 31/03/2026 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:</p> <p>Administrative Fund: \$48,500.00 Maintenance Fund: \$0.00</p> <p>This Fund is to remain in force until the next Annual General Meeting.</p> <p>FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to raise a special levy as instructed by OC Committee.</p>		

Motion 6.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$10,375.04	\$2.44982
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$12,708.33	\$3.00078
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$12,708.33	\$3.00078
To be Issued	Current	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$12,708.33	\$3.00078
Total		1 Apr 2025	31 Mar 2026		\$48,500.03	\$11.45216
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$12,125.06	\$2.86304
Total		1 Apr 2026	30 Jun 2026		\$12,125.06	\$2.86304

Motion 7.	Management of Levy Arrears	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; 2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>. <p>Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules</p> <ol style="list-style-type: none"> 3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s. 		

Motion 8.	Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd	Ordinary Resolution
<p>IT WAS RESOLVED THAT in accordance with Section 119 of the <i>Owners Corporations Act 2006</i> that:</p> <ul style="list-style-type: none"> • Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation for further term of 2 years from date of AGM; • The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the <i>Owners Corporations Act 2006</i>; • The delegation is subject to the conditions and limitations set out in the Agreement; and • That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd. 		

Motion 9.	Delegation to Manager	Ordinary Resolution
<p>IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.</p>		

Motion 10.	Confirmation of Insurance			Ordinary Resolution
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i> , the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HRS1104573 2	HUTCH UNDERWRITING	15 Feb 2026	BUILDING	\$7,028,874.00
			CONTENTS	\$70,288.00
			PUBLIC LIABILITY	\$20,000,000.00
			OFFICE BEARER	\$1,000,000.00
			CATASTROPHE	\$2,108,662.00
			FLOOD	Included
			FLOATING FLOORS	Included
			VOLUNTARY WORKERS	\$200,000.00
			FIDELITY GUARANTEE	\$100,000.00
			LOT OWNERS FIXTURES	\$702,887.00
			GOVERNMENT AUDIT	\$25,000.00
			APPEAL EXPENSES WHS	\$100,000.00
			LEGAL DEFENCE	\$50,000.00
			LOSS RENT/TEMP ACCOM	\$1,054,331.00
TOTAL PREMIUM: \$11,840.12				

Motion 11.	<i>Renewal of Insurance Policy</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 12.	Insurance Excess Payment	Ordinary Resolution
<p>IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:</p> <ul style="list-style-type: none"> • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing. 		

Motion 13.	Common Property Safety	Ordinary Resolution
<p>DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.</p> <p>The Manager reminded members that compliance with the OH&S regulations is an ongoing obligation. Members should regularly monitor the property and advise the Manager of any new issues that may arise.</p>		

Motion 14.	Asbestos Report & Register	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Manager is to arrange for an asbestos survey of common property to be undertaken and that if any asbestos is found during the survey, the surveyor is to prepare a register of Asbestos Containing Materials, an Asbestos Management Plan and the manager will advise all owners of reports.</p> <p>If any asbestos is located at the property, the Manager will on behalf of the Owners Corporation, organise installation of a logbook cabinet for the storage of the Register of Asbestos Containing Materials and the Asbestos Management Plan.</p>		

Motion 15.	Engagement of Contractors	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.</p>		

Motion 16.	Approved Minor Works	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation and arrange payment of the invoice using Owners Corporation surplus funds.		

Motion 17.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 18.	Committee Report	
No Committee report.		

Motion 19.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Motion 20.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
<p>IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that:</p> <ul style="list-style-type: none"> • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days' notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot. 		

Motion 21.	Election of Committee	
Election of Ordinary Member		
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Damien Cleary as Chairperson of the Owners Corporation Committee.		
Name	Lot	Details
Damien Cleary	3	Chairperson
Pranita Reddy	4	
Geordan Tyzack	17	

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 05:48 PM

Galyna Fox

Galyna Fox
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 19 May 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
 - (a) affects the contract of appointment of the Manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.

The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- | | | |
|--------------------------------|-------------------|---------------------------------|
| ✓ Minutes of AGM | ✓ Notices of AGM | ✓ Registered Rules |
| ✓ Insurance valuation & report | ✓ VBCS Newsletter | ✓ Account balance & fin. status |

Information for Committee Members (in addition to the Owners reports):

- | | |
|----------------------------------|---------------------|
| ✓ Financial reports (all owners) | ✓ Aged balance list |
| ✓ Bank balances | ✓ Committee reports |

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

(3) Subrule (2) does not apply if the concession or rebate—

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

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



ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcsc@vbcsc.com.au
www.vbcsc.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

06 June 2025

R.E.T CONVEYANCING
262 St Kilda Road
ST KILDA VIC 3182

Ref

Re	Lot	17	Plan of Subdivision No. RP14892
Fee	173.16	Paid	

TAX INVOICE

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line.

Direct Telephone (03) 8531 8100
Direct Email : certificates@smartercommunities.com.au

Issued on behalf of Owners Corporation Plan Number RP14892
by its manager, Victoria Body Corporate Services Pty Ltd.

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation 786 WARRIGAL ROAD
 786 Warrigal Road Malvern East 3145

Plan Number: RP14892

Vendor Mr G Tyzack & Ms A Ivanov

Reference

This certificate is issued for Lot 17 on Plan Number RP14892 Lot Liability 200.00 Lot Entitlement 200.0000
 the postal address of which is: 17/786 Warrigal Road, MALVERN EAST VIC 3145

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

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

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/06/25	489.96	01/04/25	27/03/25	17/02/25
01/07/25 to 30/09/25	600.16	01/07/25		23/05/25
01/10/25 to 31/12/25	600.16	01/10/25		
01/01/26 to 31/03/26	600.16	01/01/26		
01/04/26****30/06/26	572.61	01/04/26		
01/07/26****30/09/26	572.61	01/07/26		
01/10/26****31/12/26	572.61	01/10/26		
01/01/27****31/03/27	572.61	01/01/27		

Regulation 16(b)

The Administration Fund fees are paid up until 30/06/25
 Amount unpaid including billed not yet due \$600.16

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

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

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

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

Regulation 16(b)

The Maintenance Fund fees are paid up until
 Amount unpaid including billed not yet due Nil

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

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

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

Description	Amount	Due Date	Date Paid	Notice Date
Special Levy Expenses	127.51	04/03/25	27/03/25	13/02/25
Brick Fence Project	144.51	18/06/25		21/05/25
Urgent fix to water leak	51.95	20/06/25		23/05/25

Amount unpaid including billed not yet due \$196.46

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

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

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

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 17 On Plan Number RP14892

5	Section 151(4)(a)(iii) Other amounts owing				
	<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$796.62) Nil

6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:
Nil

7 Section 151(4)(a)(iv) Regulation 11(f)
The owners corporation has the following insurance cover:
INSURANCE DETAILS
786 WARRIGAL ROAD

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
APPEAL EXPENSES WHS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	100,000.00	15/02/26	29/01/25	
BUILDING HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	7,028,874.00	15/02/26	29/01/25	11,840.12
CATASTROPHE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	2,108,662.00	15/02/26	29/01/25	
CONTENTS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	70,288.00	15/02/26	29/01/25	
FIDELITY GUARANTEE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	100,000.00	15/02/26	29/01/25	
FLOATING FLOORS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	Included	15/02/26	29/01/25	
FLOOD HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	Included	15/02/26	29/01/25	
GOVERNMENT AUDIT HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	25,000.00	15/02/26	29/01/25	
LEGAL DEFENCE HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	50,000.00	15/02/26	29/01/25	
LOSS RENT/TEMP ACCOM HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	1,054,331.00	15/02/26	29/01/25	
LOT OWNERS FIXTURES HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	702,887.00	15/02/26	29/01/25	
OFFICE BEARER HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	1,000,000.00	15/02/26	29/01/25	
PUBLIC LIABILITY HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	20,000,000.00	15/02/26	29/01/25	
VOLUNTARY WORKERS HUTCH UNDERWRITING	HRS11045732 BODY CORPORATE BROKERS	200,000.00	15/02/26	29/01/25	

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 17

On

Plan Number

RP14892

- 8 Section 151(4)(a)(v) Regulation 11(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.
have not
- 9 Section 151(4)(a)(vi) Regulation 11(h)
Total funds held by owners corporation (including any investment accounts): \$3,633.99
- 10 Section 151(4)(a)(vii) Regulation 11(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF UPGRADE OF EXTERNAL LIGHTING -&- COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

MEMBERS DISCUSSED WORKS REQUIRED ON THE PROPERTY . IT WAS RESOLVED THE COMMITTEE WILL PREPARE A LIST OF REPAIRS AND MAINTENANCE REQUIRED ON THE COMMON PROPERTY FOR THE UPCOMING YEAR. THE LIST WILL BE SENT TO THE MANAGER. THE COMMITTEE AND MANAGER WILL SOURCE QUOTES. WORKS DISCUSSED TO BE INCLUDED ON THE LIST :
-DRAIN OVERFLOWING LAUNDRY AREA
-STAIRWELL FLOODING
-FASCIA BOARDS MAINTENANCE REQUIRED

IT WAS FURTHER RESOLVED ONCE THE LIST IS FINALISED, QUOTES OBTAINED AND AGREED UPON, A SPECIAL LEVY WILL BE STRUCK TO DEFRAY THE COSTS OF THE WORKS REQUIRED. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/3/26 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COSTS OF THE BOUNDARY FENCE REPAIR. TO DATE NO LEVY ACCOUNT HAS ISSUED.

A SPECIAL LEVY WAS STRUCK ON 13/02/2025 DUE ON 13/03/2025 TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. LEVY TALLING \$2,700.00.

LOT 4 IS RESPONSIBLE FOR \$159.39 WHICH REMAINS UNPAID.

LOT 22 IS RESPONSIBLE FOR \$3.19 WHICH REMAINS UNPAID.

COMMON SEWER REQUIRE ATTENTION AND TO BE RELINED. QUOTES OBTAINED AND PROVIDED TO COMMITTEE. POTENTIAL INVESTMENT APPROX. \$ 28K. A SPECIAL LEVY WILL BE STRUCK TO DEFRAY THE COSTS OF THE WORKS REQUIRED. TO DATE NO LEVY ACCOUNT HAS ISSUED.

SPECIAL LEVIES MAYBE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

A SPECIAL LEVY WAS STRUCK ON 21/05/2025 DUE IN 28 DAYS TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. FOR REPAIRS TO BRICK FENCE LEVY TALLING \$3,060.00.

A SPECIAL LEVY WAS STRUCK ON 23/05/2025 DUE IN 28 DAYS TO DEFRAY THE COST OF UNBUDGETED EXPENDITURE. FOR PLUMBING WORK LEVY TALLING \$1,100.00.
- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

FOR CONTRACTS REFER BELOW.

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 17

On

Plan Number

RP14892

VBCS MANAGEMENT AGREEMENT

12 Section 151(4)(a)(ix) Regulation 11(k)

The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

Nil

13 Section 151(4)(a)(x) Regulation 11(l)

The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

Nil

14 Section 151(4)(a)(xi) Regulation 11(m)

The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

APPLICATION TO VCAT FOR RECOVERY OF ARREARS FROM MEMBER/S.

15 Section 151(4)(a)(xii) Regulation 11(n)

The owners corporation has resolved to appoint a manager, being:

VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207

Telephone: 03 8531 8100

Facsimile: 08 8531 8190

Email: gfox@vbcs.com.au

16 Section 151(4)(a)(xiii) Regulation 11(o)

No proposal has been made for the appointment of an administrator except as follows:

Nil

17 Section 151(4)(b)(i)

A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)

A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii)

A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)

Other documents of a prescribed kind:

Nil

21 Section 151(4)(b)(v)

Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters

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

06/13 THE BUILDING HAS ASBESTOS CONTAINING MATERIALS. THE OWNERS CORPORATION HAS HAD PREPARED AS ASBESTOS REGISTER AND AN ASBESTOS MANAGEMENT PLAN.

PROSPECTIVE PURCHASERS MAY WISH TO MAKE THEIR OWN ENQUIRIES WITH REGARDS TO BUILDING DEFECTS WITHIN THEIR PRIVATE UNIT(S) (LOT(S)).

Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 17

On

Plan Number

RP14892

Dated: 06/06/2025

Owners Corporation Manager
Galyna Fox



ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. RP14892

ABN 85 535 328 008

STATEMENT

Transfer Date:
18/08/21

Mr G Tyzack & Ms A Ivanov
17/786 Warrigal Road
MALVERN EAST VIC 3145

Statement Period

01 Apr 24 to 06 Jun 25

A/c No	17	Lot No	17
Page Number	1 of 1	Unit No	17

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
01/04/24	Admin Fund	Brought forward			459.86	-459.86
24/05/24	Admin Fund	01/04/24 To 30/06/24	I0010595	459.86		0.00
24/05/24	Admin Fund	01/07/24 To 30/09/24	I0010613	459.86		459.86
24/05/24	Additional Admin Fun	01/04/24 To 30/09/24	I0010631	48.41		508.27
29/05/24	Receipt	Admin Fund	R0010651		459.86	48.41
29/05/24	Receipt	Additional Admin Fun	RA010651		48.41	0.00
30/08/24	Admin Fund	01/10/24 To 31/12/24	I0010649	531.29		531.29
01/10/24	Receipt	Admin Fund	R0010681		531.29	0.00
21/11/24	Admin Fund	01/01/25 To 31/03/25	I0010682	531.29		531.29
27/12/24	Receipt	Admin Fund	R0010713		531.29	0.00
13/02/25	Special Levy - Admin	04/03/25	I0010733	127.51		127.51
17/02/25	Admin Fund	01/04/25 To 30/06/25	I0010766	489.96		617.47
27/03/25	Receipt	Admin Fund	R0010781		489.96	127.51
27/03/25	Receipt	Special Levy - Admin	RA010781		127.51	0.00
21/05/25	Special Levy - Admin	18/06/25	I0010799	144.51		144.51
23/05/25	Special Levy - Admin	20/06/25	I0010832	51.95		196.46
23/05/25	Admin Fund	01/07/25 To 30/09/25	I0010865	600.16		796.62
				\$3,444.80	\$2,648.18	\$796.62
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$796.62	
0.00	0.00	0.00	0.00	796.62	Date Paid	Amount Paid

STRATAPAY



Tel: 1300 552 311
Ref: 1574 2551 9

Telephone: Call this number to pay by credit card. International +613 8648 0158



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Ref: 1574 2551 9

Internet: Visit this website to make a secure credit card payment over the internet.



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In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: OCP 14892

786 WARRIGAL ROAD MALVERN EAST 3145

LOT/UNIT

Lot 17/ Unit 17

STRATAPAY REFERENCE NO.

1574 2551 9

DUE DATE

786 WARRIGAL ROAD

MANAGED BY

VBCS PTY LTD

AMOUNT

\$796.62



*496 301979233 10000000175



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

**OWNERS CORPORATION PLAN NO. 14892
AT 786 WARRIGAL ROAD, MALVERN EAST, VIC 3145**

**Prepared by: Galyna Fox
Phone: 8531 8100
Email: gfox@vbcs.com.au
Date of Meeting: 19 May 2025**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 14892
Address: 786 WARRIGAL ROAD, MALVERN EAST, VIC 3145
Held: Microsoft Teams Video / Phone Conference,
Date: 19 May 2025 at 05:00 PM

PRESENT:

<u>Name</u>	<u>Unit</u>
Damien Cleary	3, 21
Pranita Reddy	4, 22
Lyn Fox	8
Geordan Tyzack	17, 35

PRESENT BY PROXY:

<u>Proxy Name</u>	<u>Unit</u>
Lyn Fox was appointed as proxy for Lynnete Wong	8

IN ATTENDANCE: Lyn Fox, Victoria Body Corporate Services

Motion 1.	Chairperson for the Meeting	Ordinary Resolution
IT WAS RESOLVED THAT Lyn Fox be appointed to act as the Chairperson of the Meeting.		

Motion 2.	Minutes	Ordinary Resolution
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 17/06/2024 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	Financial Statements & Position	Ordinary Resolution
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2025 be adopted.		

Motion 4.	Deficit Levy	Ordinary Resolution
IT WAS RESOLVED THAT a deficit levy be raised in the amount of \$3,819.00 inclusive of GST to extinguish the deficit as at 31/03/2025 and payable 28 days after the issue date.		

Motion 5.	Annual Budget & Contributions	Ordinary Resolution
<p>IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/04/2025 to 31/03/2026 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:</p> <p>Administrative Fund: \$48,500.00 Maintenance Fund: \$0.00</p> <p>This Fund is to remain in force until the next Annual General Meeting.</p> <p>FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to raise a special levy as instructed by OC Committee.</p>		

Motion 6.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$10,375.04	\$2.44982
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$12,708.33	\$3.00078
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$12,708.33	\$3.00078
To be Issued	Current	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$12,708.33	\$3.00078
Total		1 Apr 2025	31 Mar 2026		\$48,500.03	\$11.45216
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$12,125.06	\$2.86304
Total		1 Apr 2026	30 Jun 2026		\$12,125.06	\$2.86304

Motion 7.	Management of Levy Arrears	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; 2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>. <p>Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules</p> <ol style="list-style-type: none"> 3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s. 		

Motion 8.	Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd	Ordinary Resolution
<p>IT WAS RESOLVED THAT in accordance with Section 119 of the <i>Owners Corporations Act 2006</i> that:</p> <ul style="list-style-type: none"> • Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation for further term of 2 years from date of AGM; • The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the <i>Owners Corporations Act 2006</i>; • The delegation is subject to the conditions and limitations set out in the Agreement; and • That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd. 		

Motion 9.	Delegation to Manager	Ordinary Resolution
<p>IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.</p>		

Motion 10.	Confirmation of Insurance		Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i> , the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HRS1104573 2	HUTCH UNDERWRITING	15 Feb 2026	BUILDING	\$7,028,874.00
			CONTENTS	\$70,288.00
			PUBLIC LIABILITY	\$20,000,000.00
			OFFICE BEARER	\$1,000,000.00
			CATASTROPHE	\$2,108,662.00
			FLOOD	Included
			FLOATING FLOORS	Included
			VOLUNTARY WORKERS	\$200,000.00
			FIDELITY GUARANTEE	\$100,000.00
			LOT OWNERS FIXTURES	\$702,887.00
			GOVERNMENT AUDIT	\$25,000.00
			APPEAL EXPENSES WHS	\$100,000.00
			LEGAL DEFENCE	\$50,000.00
			LOSS RENT/TEMP ACCOM	\$1,054,331.00
TOTAL PREMIUM: \$11,840.12				

Motion 11.	<i>Renewal of Insurance Policy</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 12.	Insurance Excess Payment	Ordinary Resolution
<p>IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:</p> <ul style="list-style-type: none"> • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing. 		

Motion 13.	Common Property Safety	Ordinary Resolution
<p>DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.</p> <p>The Manager reminded members that compliance with the OH&S regulations is an ongoing obligation. Members should regularly monitor the property and advise the Manager of any new issues that may arise.</p>		

Motion 14.	Asbestos Report & Register	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Manager is to arrange for an asbestos survey of common property to be undertaken and that if any asbestos is found during the survey, the surveyor is to prepare a register of Asbestos Containing Materials, an Asbestos Management Plan and the manager will advise all owners of reports.</p> <p>If any asbestos is located at the property, the Manager will on behalf of the Owners Corporation, organise installation of a logbook cabinet for the storage of the Register of Asbestos Containing Materials and the Asbestos Management Plan.</p>		

Motion 15.	Engagement of Contractors	Ordinary Resolution
<p>IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.</p>		

Motion 16.	Approved Minor Works	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$1,000.00 inclusive of GST without obtaining the prior approval of the Owners Corporation and arrange payment of the invoice using Owners Corporation surplus funds.		

Motion 17.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 18.	Committee Report	
No Committee report.		

Motion 19.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Motion 20.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
<p>IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that:</p> <ul style="list-style-type: none"> • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days' notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot. 		

Motion 21.	Election of Committee	
Election of Ordinary Member		
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Damien Cleary as Chairperson of the Owners Corporation Committee.		
Name	Lot	Details
Damien Cleary	3	Chairperson
Pranita Reddy	4	
Geordan Tyzack	17	

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 05:48 PM

Galyna Fox

Galyna Fox
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 19 May 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
 - (a) affects the contract of appointment of the Manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- | | | |
|--------------------------------|-------------------|---------------------------------|
| ✓ Minutes of AGM | ✓ Notices of AGM | ✓ Registered Rules |
| ✓ Insurance valuation & report | ✓ VBCS Newsletter | ✓ Account balance & fin. status |

Information for Committee Members (in addition to the Owners reports):

- | | |
|----------------------------------|---------------------|
| ✓ Financial reports (all owners) | ✓ Aged balance list |
| ✓ Bank balances | ✓ Committee reports |

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

(3) Subrule (2) does not apply if the concession or rebate—

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

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 10 June 2025 11:09 AM

PROPERTY DETAILS

Address: **17/786 WARRIGAL ROAD MALVERN EAST 3145**

Lot and Plan Number: **Lot 17 RP14892**

Standard Parcel Identifier (SPI): **17\RP14892**

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

Council Property Number: **18699**

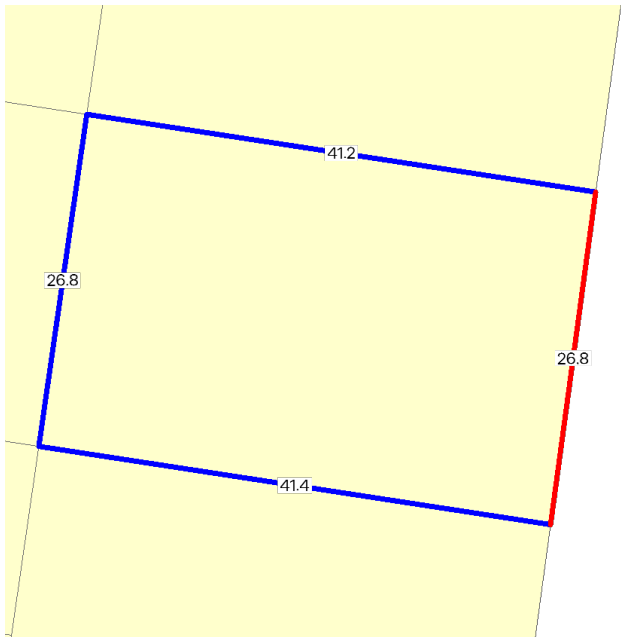
Directory Reference: **Melway 69 F5**

www.stonnington.vic.gov.au

Note: There are 19 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1109 sq. m
Perimeter: 136 m
For this property:
— Site boundaries
— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **MALVERN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 June 2025 11:09 AM

PROPERTY DETAILS

Address:**17/786 WARRIGAL ROAD MALVERN EAST 3145**

Lot and Plan Number:**Lot 17 RP14892**

Standard Parcel Identifier (SPI):**17\RP14892**

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

Council Property Number:**18699**

Planning Scheme:**Stonnington**

Directory Reference:**Melway 69 F5**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

UTILITIES

Rural Water Corporation:**Southern Rural Water**

Melbourne Water Retailer:**Yarra Valley Water**

Melbourne Water:**Inside drainage boundary**

Power Distributor:**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:**SOUTHERN METROPOLITAN**

Legislative Assembly:**MALVERN**

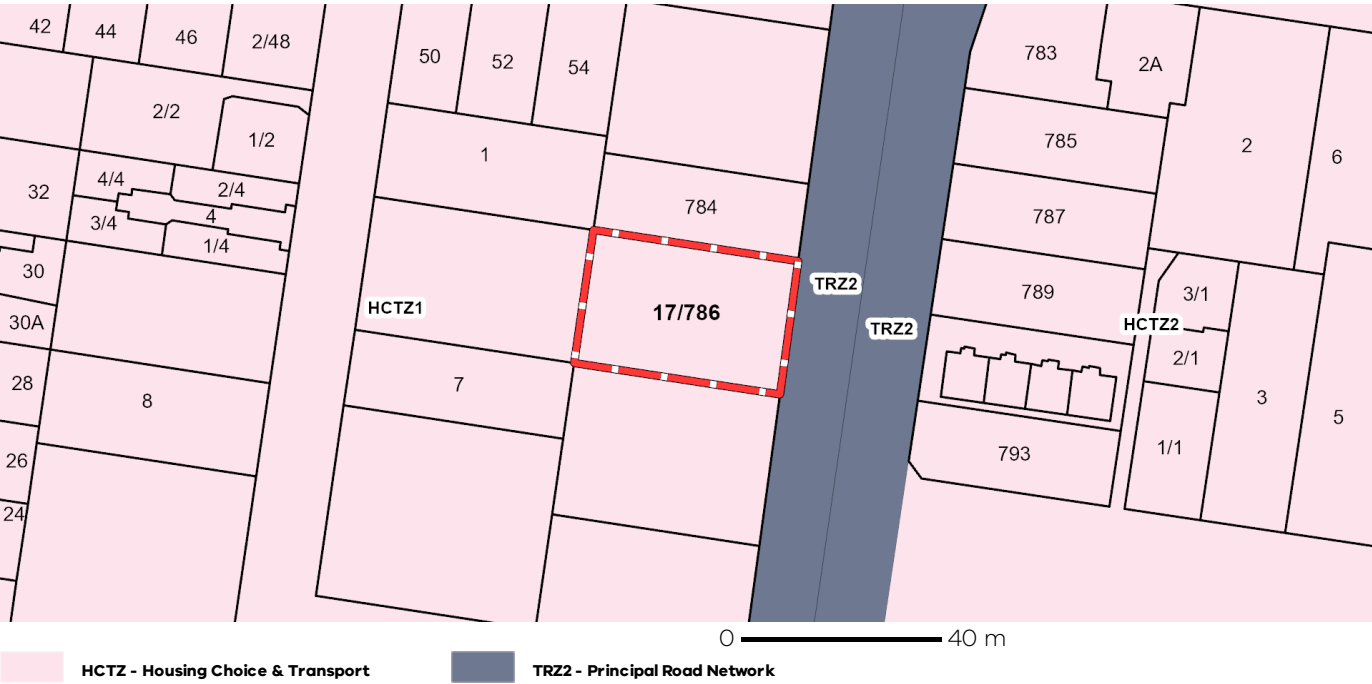
OTHER

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

[View location in VicPlan](#)

Planning Zones

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\) \(STONNINGTON\)](#)
[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1 \(HCTZ1\) \(STONNINGTON\)](#)



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

PLANNING PROPERTY REPORT

Planning Overlays

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



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\) \(MONASH\)](#)



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 05 June 2025.

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: _____

Property address: 17/786 Warrigal Road

Malvern East VIC 3145

Lot no.: 17 & 35 **Plan of subdivision:** 014892

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14–250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cwlth) in relation to the supply of the above property.

From: Vendor/supplier: Geordan Tyzack and Anastasia Tyzack

Dated: 10/06/2025

Signed by or on behalf of the vendor/supplier: Inna Segal – authorised to sign on behalf of vendors

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)