


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 3, 10 ADELE AVENUE, FERNTREE GULLY VIC 3156
-------------	--

Vendor's name	Michael Francis Handley Signed by his POA Sherril Handley	Date	/ /
Vendor's signature	 Sherril Handley		

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

**VENDOR REPRESENTATIVE**

JP Conveyancing Works
35 Albert Street, Moe VIC 3825
Telephone: (03) 5127 2909
Reference: 9483 FG
Email: fiona.grieve@jpcworks.com.au and

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

\$0.00	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	AVPC No. 121
(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 or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

☒ 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:

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

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 certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

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 checked="" type="checkbox"/>
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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*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Michael Francis Handley Signed by his POA Sherril Handley, Apartment 3, 10 Adele Avenue,
Ferntree Gully VIC 3156

Property Address: Unit 3, 10 Adele Avenue, Ferntree Gully VIC 3156

Lot: 11 Plan of subdivision: 749123G

The Purchaser 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

Dated: 15/05/2025

Signed for an on behalf of the Vendor: *JP Conveyancing Works*

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

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

VOLUME 11960 FOLIO 300

Security no : 124124085819N

Produced 01/05/2025 01:01 PM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 749123G.

PARENT TITLES :

Volume 08521 Folio 086 Volume 08646 Folio 062

Created by instrument PS749123G 28/02/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MICHAEL FRANCIS HANDLEY of UNIT 3 10 ADELE AVENUE FERNTREE GULLY VIC 3156
AU321920U 10/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU321921S 10/05/2021

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS749123G 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 3 10 ADELE AVENUE FERNTREE GULLY VIC 3156

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 10/05/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS749123G

DOCUMENT END

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
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Document Type	Plan
Document Identification	PS749123G
Number of Pages (excluding this cover sheet)	4
Document Assembled	01/05/2025 13:18

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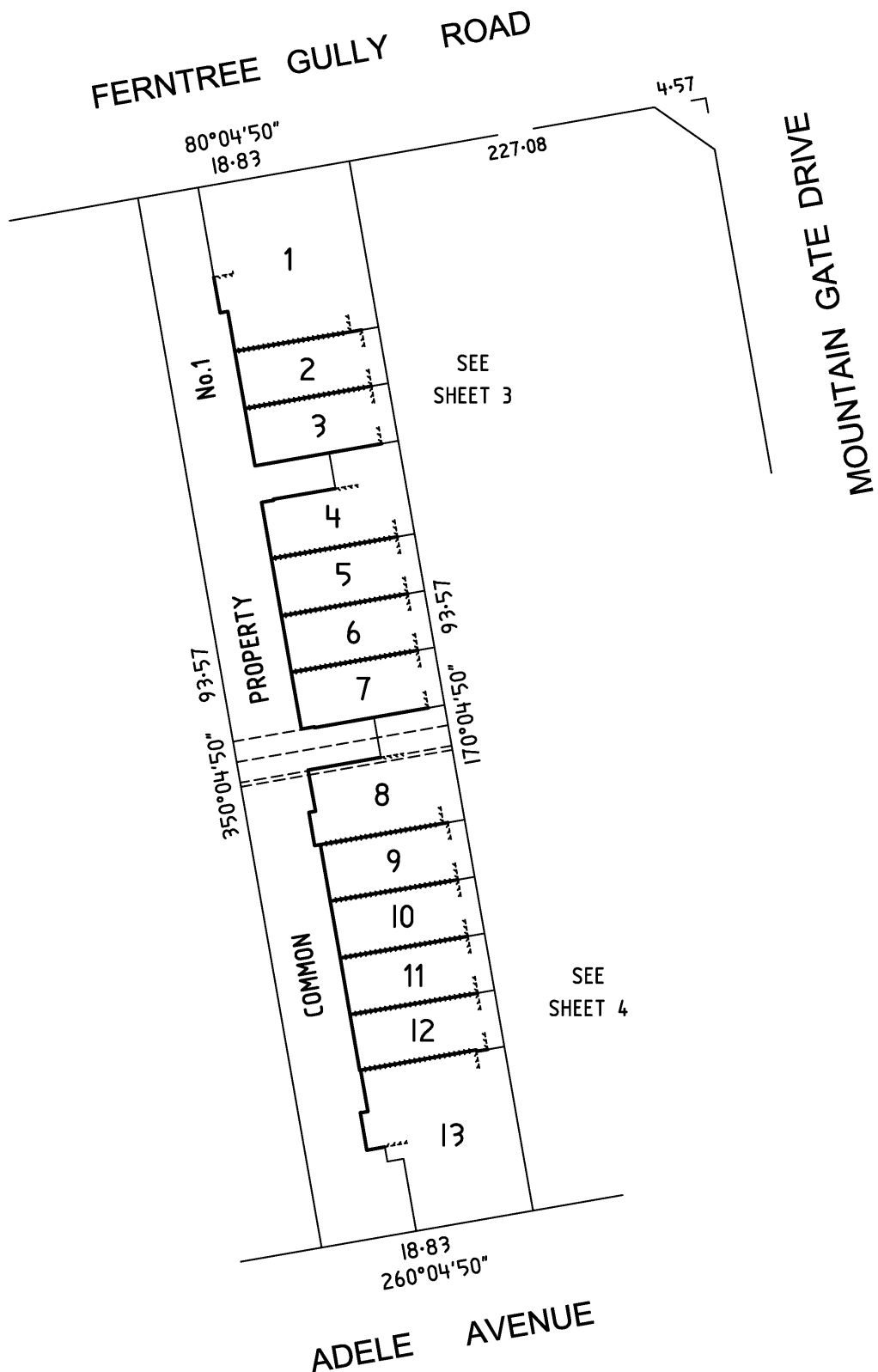
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<h1>PLAN OF SUBDIVISION</h1>				LV USE ONLY EDITION 1	PLAN NUMBER PS 749123G
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: SCORESBY</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: -</p> <p>Crown Portion: 50 (PART)</p> <p>Title Reference: VOL 8646 FOL 062 & VOL 8521 FOL 086</p> <p>Last Plan Reference: LOTS 273 & 274 ON LP 53723</p> <p>Postal Address: 1852 FERNTREE GULLY RD. & 10 ADELE AVENUE, (at time of subdivision) FERNTREE GULLY 3156</p> <p>MGA94 Co-ordinates: E 348 120 Zone: 55 (of approx. centre of land in plan) N 5 805 625</p>				<p>Council Name: Knox City Council</p> <p>Council Reference Number: CRT/2016/8222 Planning Permit Reference: P/2016/6880 SPEAR Reference Number: S089942T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Phillip Singh for Knox City Council on 23/01/2018</p>	
VESTING OF ROADS AND / OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL / BODY / PERSON			
NIL		NIL			
NOTATIONS					
<p>THIS IS A SPEAR PLAN.</p> <p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision. Planning Permit No. P/2016/6880</p> <p style="text-align: center;">OWNERS CORPORATION NOTATION</p> <p style="text-align: center;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p style="text-align: center;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s) 240</p> <p>In proclaimed Survey Area No. 32</p>				<p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings.</p> <p>Median: BOUNDARIES SHOWN HATCHED THUS </p> <p>Exterior Face: ALL OTHER BOUNDARIES</p>	
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of	
E-1,E-2 E-2,E-3	DRAINAGE & SEWERAGE SEWERAGE	1.83 SEE DIAG.	LP 53723 THIS PLAN	LOTS ON LP 53723 SOUTH EAST WATER CORPORATION	
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.</p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers & Town Planners</p> <p>8A Codrington Street, Cranbourne 3977</p> <p>Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au</p>			<p>REF: 6145 DWG No. 6145S 20/12/2017</p> <p>Digitally signed by: Stanley George Jeffreys (Nilsson, Noel & Holmes (Surveyors) Pty Ltd), Surveyor's Plan Version (02), 20/12/2017, SPEAR Ref: S089942T</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>Sheet 1 of 4 sheets</p>
<p>PLAN REGISTERED</p> <p>TIME: 2:15 PM DATE: 28/2/18</p> <p>LJW Assistant Registrar of Titles</p>					

PLAN OF SUBDIVISION

PLAN NUMBER
PS 749123G

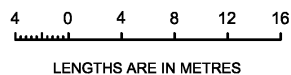


Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133
Email: mail@nnhsurveyors.net.au



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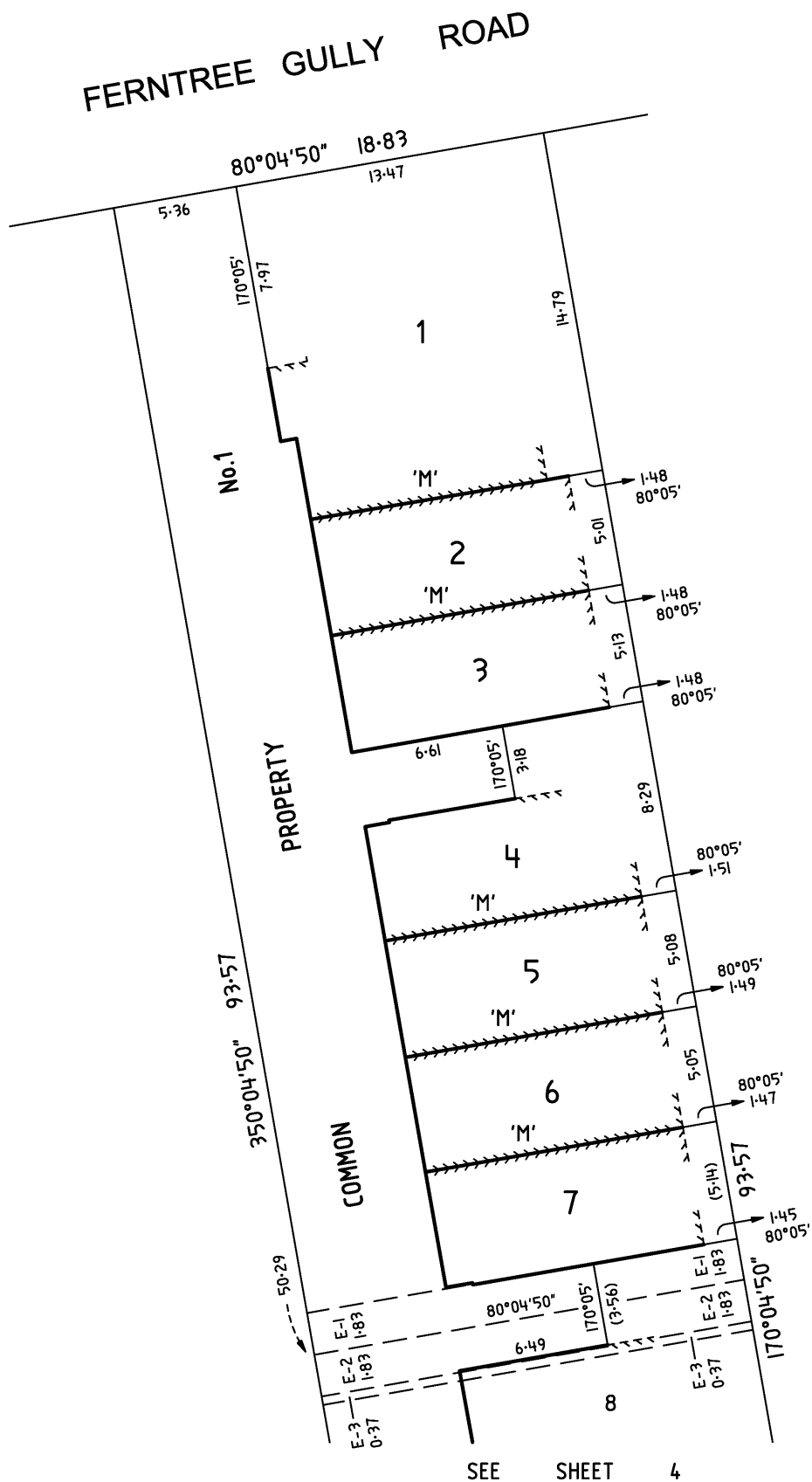
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SHEET 2

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PLAN NUMBER
PS 749123G



SEE SHEET 4

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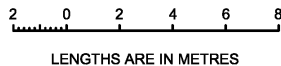
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LENGTHS ARE IN METRES

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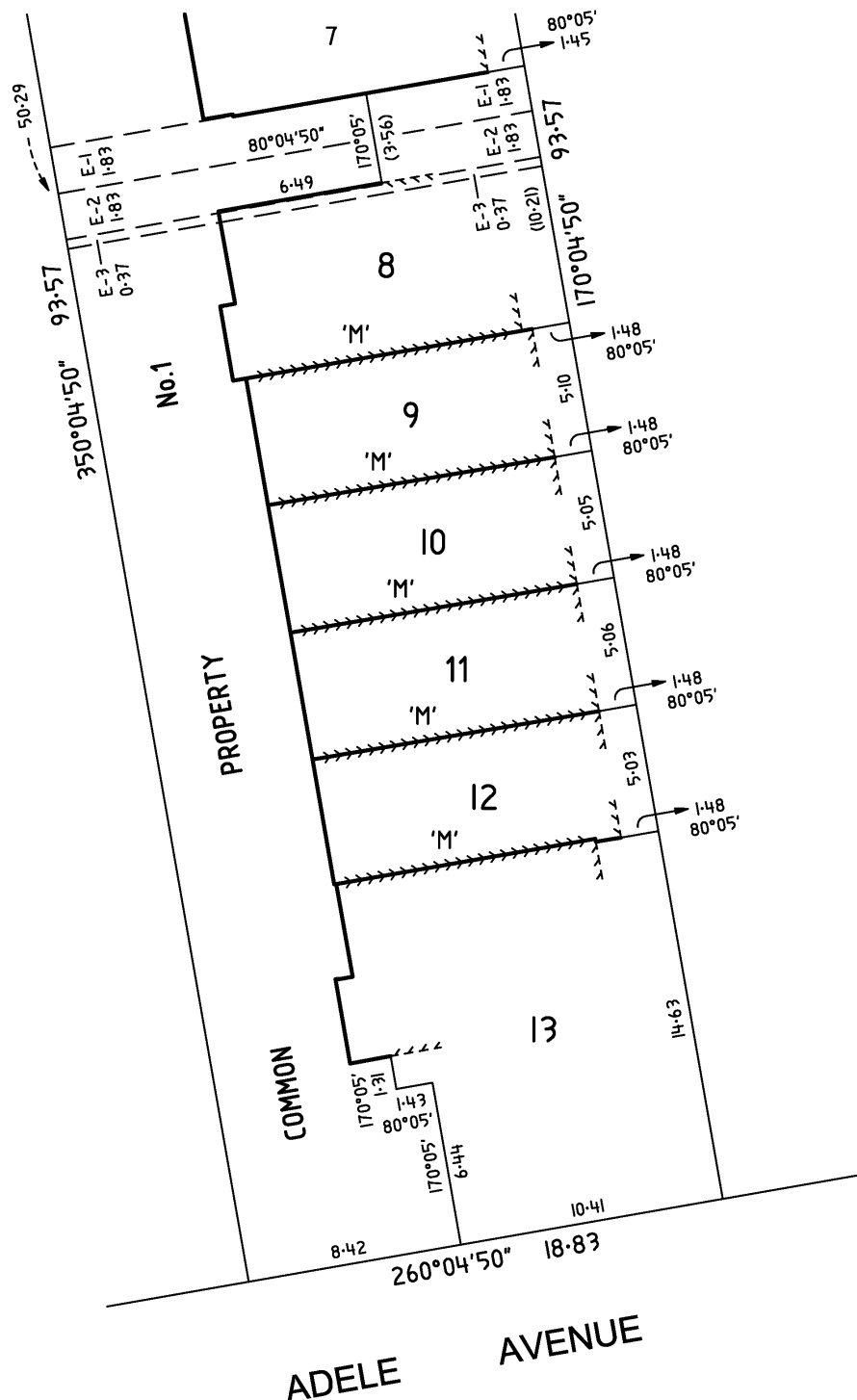
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 749123G

SEE SHEET 3



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A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Codrington Street, Cranbourne 3977

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Email: mail@nnhsurveyors.net.au



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2 0 2 4 6 8

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SHEET 4

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23/01/2018,
SPEAR Ref: S089942T



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749123G

The land in PS749123G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 13.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1852 FERNTREE GULLY ROAD FERNTREE GULLY VIC 3156

OC038455T 28/02/2018

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:

OC038455T 28/02/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749123G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Total	1300.00	1300.00

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.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 15 May 2025 09:18 AM

PROPERTY DETAILS

Address: **3/10 ADELE AVENUE FERNTREE GULLY 3156**
Lot and Plan Number: **Lot 11 PS749123**
Standard Parcel Identifier (SPI): **11\PS749123**
Local Government Area (Council): **KNOX**
Council Property Number: **181026**
Planning Scheme: **Knox**
Directory Reference: **Melway 73 H3**

www.knox.vic.gov.au

[Planning Scheme - Knox](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BAYSWATER**

OTHER

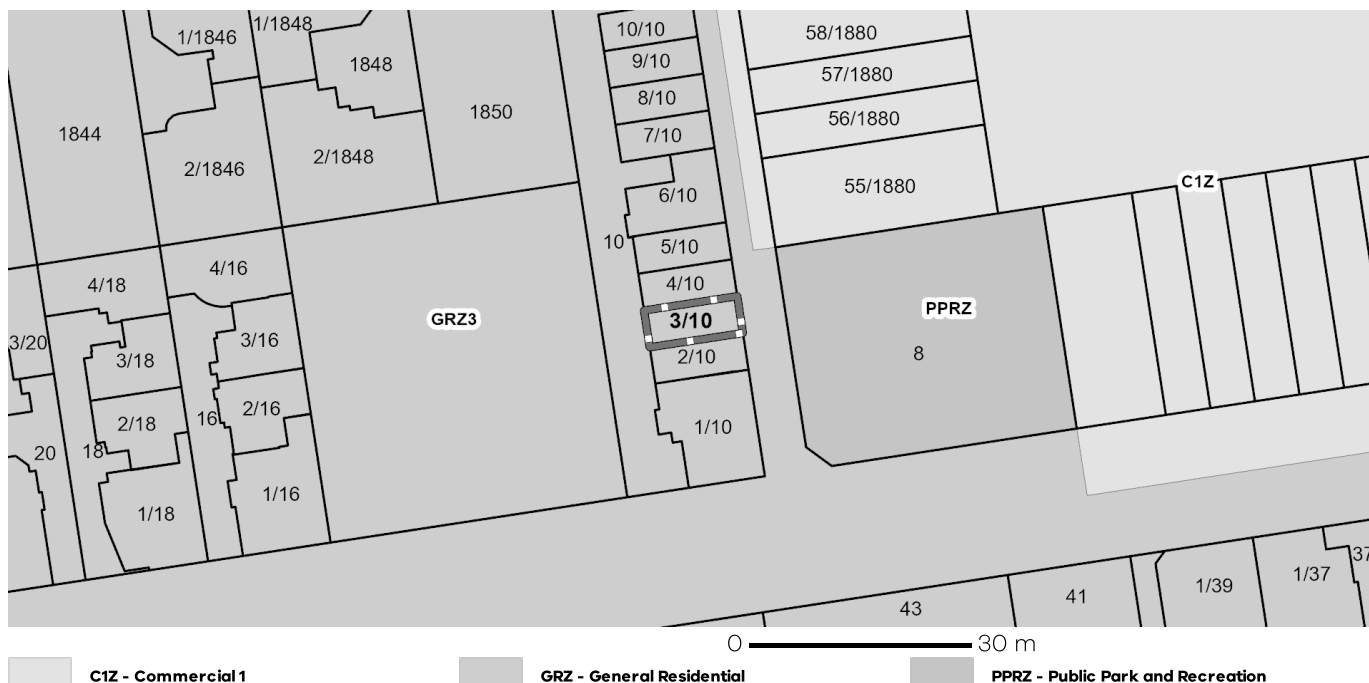
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 15 May 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>

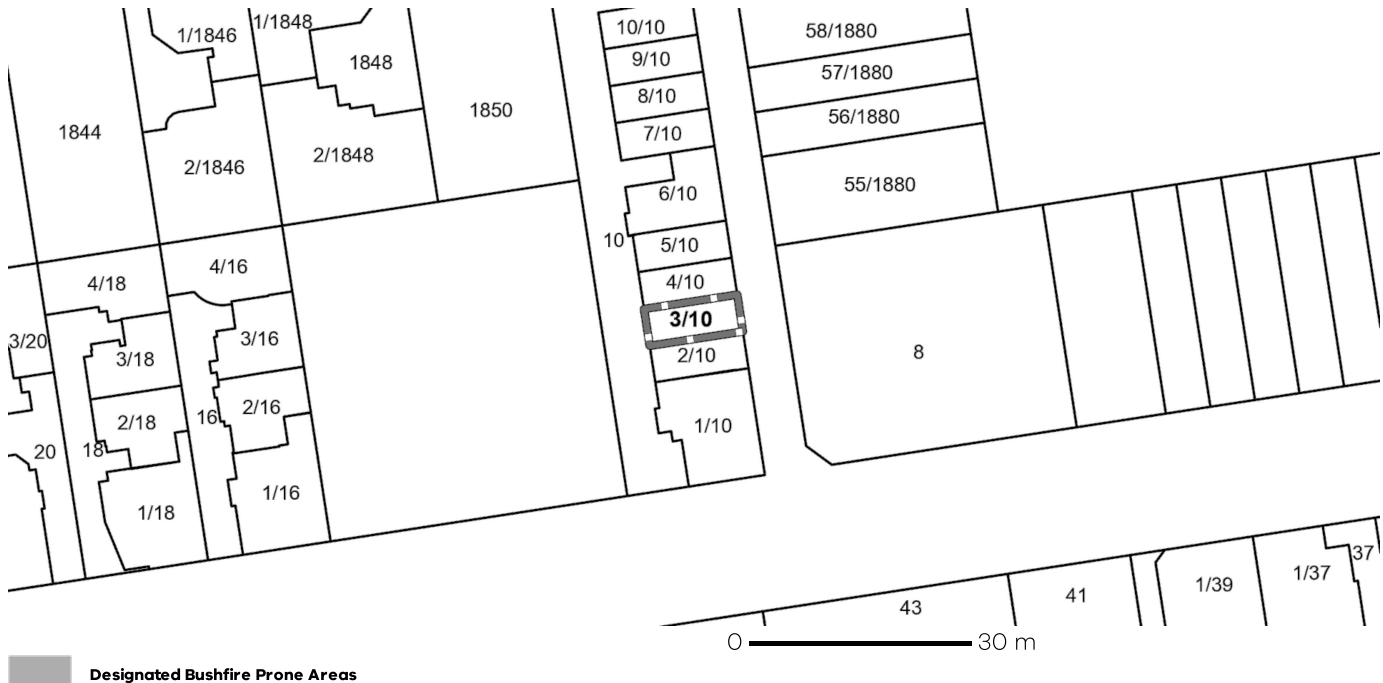
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021

Landata (Web Service)
LEVEL 12/2 Lonsdale St
MELBOURNE VIC 3000

APPLICANT REFERENCE: 76637666-016-2:55271
DATE: 01-May-2025
CERTIFICATE NO. 107653



BILLER CODE: 18077
REF. NO. 1810267

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by law of the Council.

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

ASSESSMENT NO: 1810267

PROPERTY LOCATION: 3/10 Adele Avenue
 FERNTREE GULLY VIC 3156

VALUATIONS

SITE VALUE: \$115,000

CAPITAL IMPROVED VALUE: \$605,000

NET ANNUAL VALUE: \$30,250

RELEVANT DATE: 01/01/2024

OPERATIVE DATE: 01/07/2024

VERBAL CONFIRMATION OF RATES & CHARGES SHOWN ON THIS CERTIFICATE WILL BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.

PROPERTY RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30/6/2025

<u>RATES & CHARGES</u>	<u>LEVIED</u> \$	<u>BALANCE</u> \$
ARREARS (RATES, WASTE, INTEREST, FSPL, LLCC) B/F 30/6/2024 DUE AND PAYABLE IMMEDIATELY		\$0.00
INTEREST	\$0.00	
LEGAL COSTS	\$0.00	
Municipal Rates	\$886.30	
Residential Waste Charges	\$428.20	
	\$	
	\$	
State Fire Services Property Levy	\$184.60	
	\$	
SUB TOTAL RATES AND CHARGES DUE	\$1,499.10	\$1,499.10
PENSION REBATE	\$-409.50	
RECEIPTS	\$-968.60	
TOTAL RATES AND CHARGES DUE		\$121.00
SPECIAL RATES/SPECIAL CHARGES		
		\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING	\$ 121.00
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RATES NOT BEING PAID BY INSTALMENTS ARE DUE AND PAYABLE IN FULL BY 15 FEBRUARY 2025 AND INTEREST AT THE RATE OF 10% WILL CONTINUE TO ACCRUE ON ANY OVERDUE RATES AND CHARGES UNTIL PAID IN FULL

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LAND INFORMATION CERTIFICATE REGULATIONS 2021

CERTIFICATE NO: 107653

The Local Government Act 1989, Section 175, requires all arrears amounts to be paid in full immediately upon settlement.

PROPERTY LOCATION Lot 11 PS 749123

AVPCC 121 Conjoined Unit Town house

NOTICES AND ORDERS

There are no conditions associated with this property.

FLOOD LEVEL

THIS COUNCIL DOES NOT SPECIFY FLOOD LEVELS
Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

NOTE: Directions to clear FIRE HAZARDS will be issued to all owners of vacant land during the high fire danger period. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlement date.

ADDITIONAL INFORMATION

Council provided waste collection services at this development. Individual garbage (fortnightly 80L or 120L with a surcharge), FOGO (weekly) recycling (fortnightly) and green (fortnightly with a surcharge). Bins to be presented double stacked on nature strip of Adele Avenue for Units 1-7 and Ferntree Gully Road for Units 8-13. Similar placement locations apply for bundled green waste and hard waste.

The owner of this property has a current direct debit authority for the payment of rates and charges. Please be mindful of this in the lead up to a settlement. Owners are fully responsible for cancelling direct debit authorisations.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: .



Authorised By: Dianne Harrod

JP Conveyancing Works C/- Triconvey
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 3 LOT 11 10 ADELE AVENUE
FERNTREE GULLY 3156
11 PS 749123

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56L//17551/00168	LANDATA CER 76637666-026-1	01 MAY 2025	49214880

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
Payments		\$172.94
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 09/04/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.77 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

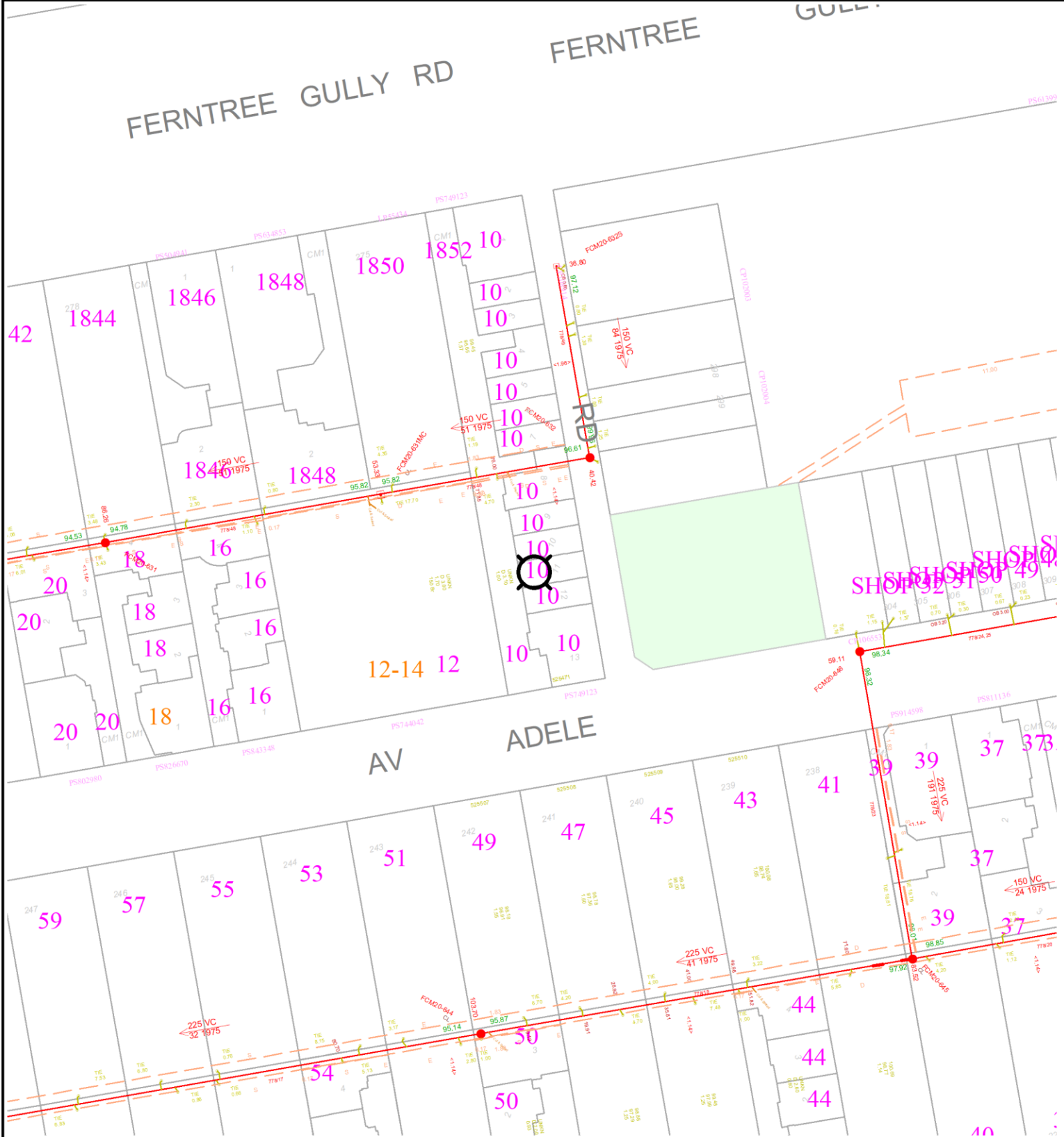
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



FERNTREE GULLY RD

FERNTREE



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

— Title/Road Boundary	Subject Property	Maintenance Hole
- - - - - Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
- - - - - Easement	Direction of Flow	Offset from Boundary

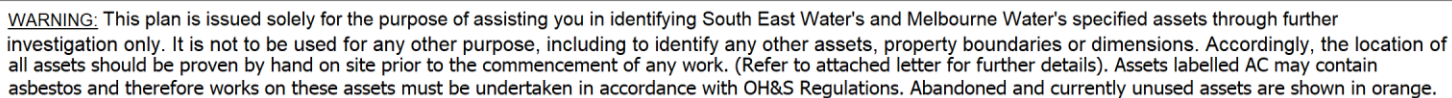
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

20 0 20 4

Scale in Metres

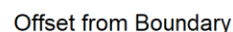
FERNTREE GULLY RD

000CICL
3/07/1960



100 CIEL
26.9.1975

Water Main & Services



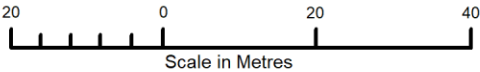


ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 11 UNIT 3 10 ADELE AVENUE FERNTREE GULLY 3156

Case Number: 49214880

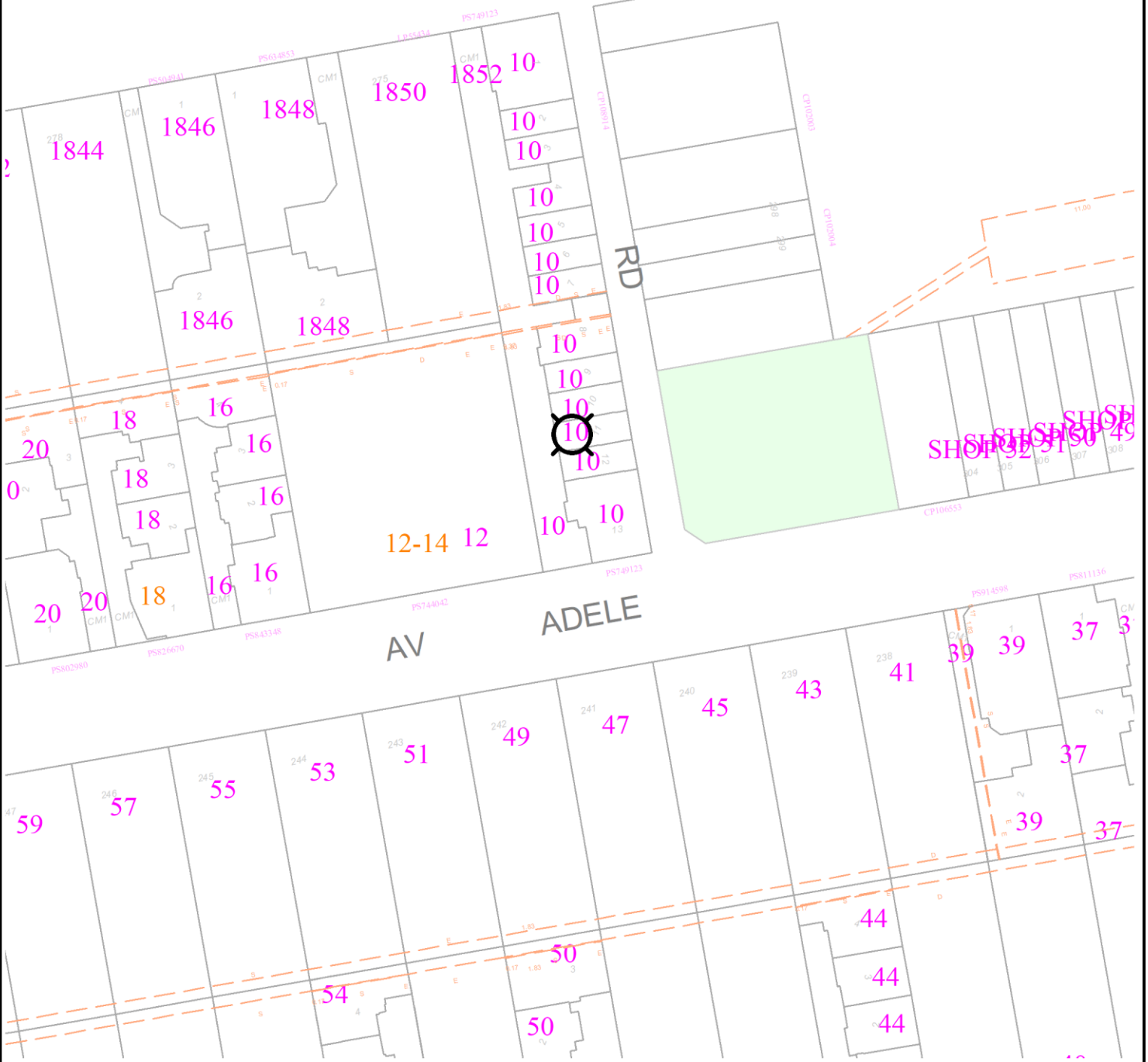


Date: 01MAY2025



FERNTREE GULLY RD

FERNTREE



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / JP CONVEYANCING WORKS

Your Reference:	9483
Certificate No:	90037845
Issue Date:	01 MAY 2025
Enquiries:	ESYSPROD

Land Address: UNIT 3, 10 ADELE AVENUE FERNTREE GULLY VIC 3156

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44777586	11	749123	11960	300	\$0.00

Vendor: MICHAEL HANDLEY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MICHAEL FRANCIS HANDLEY	2025	\$115,000	\$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):	\$605,000
SITE VALUE (SV):	\$115,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 90037845

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$115,000

Calculated as \$975 plus (\$115,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,050.00

Taxable Value = \$605,000

Calculated as \$605,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90037845

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: 90037845

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



INFOTRACK / JP CONVEYANCING WORKS

Your Reference:	9483
Certificate No:	90037845
Issue Date:	01 MAY 2025
Enquires:	ESYSPROD

Land Address: UNIT 3, 10 ADELE AVENUE FERNTREE GULLY VIC 3156

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44777586	11	749123	11960	300	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121	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: \$605,000

SITE VALUE: \$115,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90037845

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



INFOTRACK / JP CONVEYANCING WORKS

Your Reference:	9483
Certificate No:	90037845
Issue Date:	01 MAY 2025

Land Address: UNIT 3, 10 ADELE AVENUE FERNTREE GULLY VIC 3156

Lot	Plan	Volume	Folio
11	749123	11960	300

Vendor: MICHAEL HANDLEY
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 90037845

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><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 90037847</div></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><div>Ref: 90037847</div></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>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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Enduring Power of Attorney Appointment

Appointing people to make decisions on your behalf

What this form is for

An enduring power of attorney is a legal document. Making an appointment under an enduring power of attorney is a formal process that allows you to appoint a person(s) you trust to make decisions for you, including if you are ever unable to make decisions for yourself sometime in the future, due to a lack of decision making capacity.

The short version of this form allows you to appoint one attorney, and up to two alternative attorneys. The long version of this form allows you to appoint up to four attorneys, and up to three alternative attorneys for each attorney.

Who is an attorney?

The person you appoint to make decisions on your behalf is called your 'attorney'.

You can choose whether your attorney(s) can make financial decisions, personal decisions or both. Personal decisions do not include matters that relate to medical treatment, or to medical research procedures. You will need a different form if you wish to appoint a medical treatment decision maker.

Who can be an attorney?

An attorney can be a family member or friend or someone else that you trust or an occupant of a position.

An attorney **must** be 18 years of age or older.

An attorney **cannot** be an insolvent under administration.

You **cannot** appoint:

- your care worker
- your health provider, or
- your accommodation provider.

For financial matters, you can appoint a trustee company.

If the person who will be your attorney for financial matters has been convicted or found guilty of an offence involving dishonesty, they have to tell you about it and have it recorded in this form.

Choosing your attorney(s)

You can appoint one or more attorneys.

You can also appoint a person(s) to be a back-up for one or more attorney(s), in case your usual attorney is ever unable or unwilling to act. This person is called an 'alternative attorney'.

You can specify when and how your alternative attorney(s) can act. If you do not specify, an alternative attorney can **only** act:

- once your usual attorney is unable or unwilling to act
- if the appointment of your usual attorney is revoked (cancelled) because they are no longer eligible to be your attorney (for example, the attorney becomes your care worker or health provider)
- in the same way (that is, make the same types of decisions and make decisions in the same way) as the attorney they are acting in place of.

If you have made a previous enduring power of attorney

If you have existing enduring powers of attorney you need to consider how these would operate. Unless you specify otherwise in a new enduring power of attorney, any previous enduring powers of attorney you have made will be automatically revoked (cancelled) on making the new enduring power of attorney. For more information, contact the Office of the Public Advocate advice service on 1300 309 337.

What you will need

- A printer to print out the form. Even if you fill the form out on a computer, you will need to print it for signing.
- Your attorney(s)' name and address.
- Two witnesses to sign the form. See '[Who can be a witness](#)' on page iii for more information.
- You can save the form to your computer or a portable drive at any time, and finish it later.

Signing the form (after it is filled out)

After you print out the form you need to do the following:

- sign the form (or have a person sign at your direction) in front of two witnesses
- have your two witnesses sign and date the form in front of you and each other
- have the attorney(s) sign the statement of acceptance in front of a witness
- have a witness sign for each attorney's statement of acceptance.

When you sign the appointment form, your two witnesses must be with you and they must see you sign it. Your attorney does not need to be present when you are signing the appointment form.

Your attorney needs to sign the statement of acceptance of appointment in front of a witness, and have that witness sign the form.

Who can be a witness

Witnesses must be 18 years of age or older.

One of the witnesses to an enduring power of attorney must be:

- a medical practitioner, or
- a person who is authorised to witness affidavits.

A witness **cannot** be:

- your relative
- someone being appointed as an attorney(s)
- a relative of your attorney(s)
- your care worker
- your accommodation provider.

A person who has signed the form on your behalf (if you cannot physically sign) also **cannot** be your witness.

When the form is filled out and signed

You do **not** need to submit this form anywhere.

You need to complete it, make sure it is signed and witnessed properly, and then keep the original in a safe place. You should keep all pages of this form together at all times. You only need to print and keep the continuation section with the form if you have used this section.

You should give your attorney(s) a certified copy of this form.

More information about making certified copies is available on the Office of the Public Advocate website at publicadvocate.vic.gov.au.

Need more information or help?

There are other types of powers of attorney documents: general non-enduring powers of attorney and supportive attorney appointments. There are also separate forms for appointing a medical treatment decision maker or a support person for medical treatment decisions.

More information about powers of attorney and medical treatment decision makers is available on the Office of the Public Advocate website at publicadvocate.vic.gov.au.

You can also contact the Office of the Public Advocate advice service on 1300 309 337.

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Enduring Power of Attorney Appointment

This enduring power of attorney is made under Part 3 of the **Powers of Attorney Act 2014** and has effect as a deed under section 81 of the Act.

Section 1: Principal (You)

The person making this enduring power of attorney is known as the 'principal'. Whenever you see the word 'principal' in this form, it means you.

Name of principal

Michael Francis Handley

Residential address

3/10 Adele Avenue, Ferntree Gully,
Victoria, Australia 3156

Complete the section below if you want an existing enduring power of attorney to continue or want part of an existing power of attorney to continue.

I specify that the following existing enduring power of attorney or parts of an existing enduring power of attorney made by me are not revoked by this enduring power of attorney (specify date made, if known)

Revocation of previous enduring powers of attorney

Under section 55 of the **Powers of Attorney Act 2014** any existing enduring power of attorney previously made by you will be revoked on making this enduring power of attorney, unless you specify otherwise.

An *existing enduring power of attorney* is taken to include an enduring power of attorney made under the **Powers of Attorney Act 2014** or the **Instruments Act 1958** and an appointment of an enduring guardian made under the **Guardianship and Administration Act 1986**.

Section 2: Your attorney

This form allows you to appoint an attorney and up to two alternative attorneys. You also need to specify what decisions your attorney can make.

If you wish to appoint more attorneys, or more alternative attorneys, use the long version of this form available online.

I appoint the person listed below as my attorney.

Name of attorney

Insert your attorney's name or, if appointing a company, the business name.
Insert position, if appointing the occupant of a position.

Sherril Handley

Residential or business address

501/10 Martin Street, St Kilda, Victoria 3182

What decisions can this attorney make?

I authorise my attorney to do anything on my behalf that I can lawfully do
by an attorney (including both personal and financial matters) ☒

OR

I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for:

► Please select **any** that apply

personal matters only ☐

personal matters are matters that relate to your personal or lifestyle affairs but do not include matters that relate to medical treatment, or to medical research procedures. Common examples include access to support services and where and with whom you live.

financial matters only ☐

financial matters are matters (including legal matters) that relate to your financial or property affairs. Common examples include paying expenses, making investments, undertaking a real estate transaction and carrying on a business.

the following specified matters ☐

– please specify each matter (such as, one or more personal and financial matters) that you want to authorise

Do you want to appoint an alternative attorney(s) for this attorney?

No ☒ **Go to next page**

Yes ☐ **Provide details**

I appoint the person(s) listed below as my alternative attorney(s).

Name of alternative attorney

Insert your alternative attorney's name or, if appointing a company, the business name. Insert position, if appointing the occupant of a position.

Residential or business address

Do you want to appoint another alternative attorney for this attorney?

No ☒ **Go to 'When can your alternative attorney(s) act?' at top of next column**

Yes ☐ **Provide details**

Name of alternative attorney

Insert your alternative attorney's name or, if appointing a company, the business name. Insert position, if appointing the occupant of a position.

Residential or business address

When can your alternative attorney(s) act?

You can specify below when your alternative attorney(s) can act. If you do not specify, an alternative attorney can **only** take the place of the attorney if:

- the attorney is unable or unwilling to act
- the appointment of your attorney is revoked (cancelled) because they are no longer eligible to be your attorney (for example, the attorney becomes your care worker or health provider).

Section 3: How must the alternative attorneys act?

Only complete this section if you have appointed two alternative attorneys.

You can choose to specify below how you want the alternative attorneys to act in place of the attorney, that is, whether they must act:

- **jointly:** the alternative attorneys must make decisions together and they must all agree;
- **severally:** each alternative attorney must make decisions separately; or
- **jointly and severally:** the alternative attorneys can make decisions separately but if they make a joint decision, they must all agree.

If you want your alternative attorneys to act differently for personal and financial matters, specify how you want them to act for each matter.

Section 4: Start date

If you do not complete this section, your attorney can start making decisions immediately on the making of this enduring power of attorney.

When can the attorney start making decisions?

OR

At the same time

for all matters ☒

Please choose **one** option.

Immediately on the making of this enduring power of attorney ☒

When I cease to have decision making capacity for the matter(s) ☐

From the time, in the circumstance or on the occasion ☐ **Specify**

At different times

for different matters ☐

Complete **all** that apply.

Immediately on the making of this enduring power of attorney, for these matters ☐ **Specify**

When I cease to have decision making capacity for these matters ☐ **Specify**

From the time, in the circumstance or on the occasion, for these matters ☐ **Specify**
Specify the time, circumstance or occasion:

Specify the matters:

Section 5: Conditions and instructions (optional)

Your attorney is required to consider any conditions and/or instructions that you specify when making decisions for you. You do not have to place conditions or give instructions unless you want to.

The exercise of power under this enduring power of attorney is subject to the conditions and/or instructions set out below.

Conflict transactions (optional)

Only fill in this section if your attorney has been appointed for **financial matters**.

Sometimes there may be a conflict between the duty of your attorney to you and an interest of their own, or of a relative, business associate or close friend. You can authorise (give permission) for your attorney to enter into transaction(s) even if there is a conflict of interest.

I authorise my attorney to enter into the following conflict transaction(s):

Gifts (optional)

Only fill in this section if your attorney has been appointed for **financial matters**.

An attorney for financial matters can use your money or other financial assets to give a gift or donation. Gifts must be of a seasonal nature or for a special event and be made to your relatives or close friends. An attorney can also give a gift to themselves, their relatives, close friends or organisations with which they have a connection. The donation must be the type of donation made when you had capacity or that you might reasonably be expected to make. All gifts and donations must be reasonable in the circumstances, particularly having regard to your financial situation.

Specify any conditions or restrictions that you want to place on the making of gifts or donations.

Maintenance of your dependants (optional)

Only fill in this section if your attorney has been appointed for **financial matters**.

You can specify in your enduring power of attorney if you want your attorney for financial matters to use your money or other financial assets to provide for the needs of one or more of your dependants (for example, one of your children). The amount made available by your attorney to maintain your dependants must not be more than what is reasonable having regard to all the circumstances, in particular your financial circumstances, unless you specify otherwise in your enduring power of attorney.

Specify if you want to authorise your attorney for financial matters to provide for the maintenance of your dependant(s) from your money or other financial assets and, if so, whether you want to authorise an amount that is more than what is reasonable in the circumstances.

Payments to your attorney (optional)

An attorney is not allowed to be paid to act as your attorney, unless payment is authorised in the enduring power of attorney or by law.

You can authorise your attorney to be paid by specifying below how your attorney is to be paid and any limits on how much they can be paid.

Additional conditions or instructions (optional)

You may want to set out additional conditions and/or instructions to guide your attorney. You may also want to specify a person(s) to be notified by the attorney, when the attorney starts acting for you, when you no longer have decision making capacity.

Enter conditions and instructions below.

Section 6: Principal's signature

You must sign the form in front of two witnesses. They must then sign and date the form in front of you and each other. One witness must be a medical practitioner, or be a person who is authorised to witness affidavits. A list of people who are authorised to witness an affidavit can be found at justice.vic.gov.au/affidavit.

If you need someone to sign for you due to a physical disability, do not fill out this section.
Fill out **Section A1** on page 13.

In this section, the words 'I', 'my' or 'me' refer to a witness. The word 'principal' means the person making this enduring power of attorney.

Name of principal

MICHAEL HINDLEY

Signature



Date

15

12

2023

Witnesses

Each witness **certifies** that:

- the principal appeared to freely and voluntarily sign this instrument in my presence, and
- at that time, the principal appeared to me to have decision making capacity in relation to making this enduring power of attorney, and
- I am not an attorney under this enduring power of attorney, and
- I am not a relative of the principal or of an attorney under this enduring power of attorney, and
- I am not a care worker or accommodation provider for the principal.

Name of authorised witness

Dr Michelle Hui Yi Kah.

Residential or business address

Mountain Gate Medical Centre
43-45 Adele Avenue,
Ferntree Gully, 3156

Signature



Qualification (as a medical practitioner or person authorised to witness affidavits)

MBBS / FRACGP.

Date

15

12

2023

Name of other witness

MICHAEL BRUCE CHIVELL

Residential or business address

19 WINIFRED RD
MOOREBARK VIC 3138

Signature



Date

15

12

2023

Section 7: Statement of acceptance of appointment by attorney

This section needs to be read and signed by your attorney. A witness must also sign the witness certificate.

This section can be completed at the same time as the principal completes their section or at a later time.

Attorney

I **accept my appointment as attorney** for the principal under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney, and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations, and
- I undertake to act in accordance with the provisions of the **Powers of Attorney Act 2014** that relate to enduring powers of attorney.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty. ☐

Name of attorney

Sherril Handley

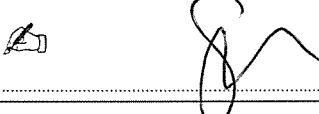
Position

(if appointed as the occupant of a position)

Residential or business address

501/10 Martin Street
St Kilda VIC 3182

Signature



Date

15 12 2023

Witness

I witnessed the signing of the statement of acceptance by the attorney.

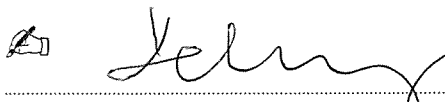
Name of witness

Dr Michelle Hui Yi Kah

Residential or business address

Mountain Gate Medical
Centre
43-45 Adele Avenue,
Ferntree Gully 3156

Signature



Date

15 12 2023

Section 8: Statement of acceptance of appointment by alternative attorney

This section needs to be read and signed by each alternative attorney you are appointing. A witness must also sign the witness certificate for each alternative attorney.

This section can be completed at the same time as the principal completes their section or at a later time.

Alternative attorney

I accept my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney, and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations, and
- I undertake to act in accordance with the provisions of the **Powers of Attorney Act 2014** that relate to enduring powers of attorney, and
- I understand the circumstances in which the alternative attorney is authorised to act under the **Powers of Attorney Act 2014**, and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the **Powers of Attorney Act 2014**.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty. ☐

Name of alternative attorney

Position

(if appointed as the occupant of a position)

Residential or business address

Signature

Date

Witness

I witnessed the signing of the statement of acceptance by the alternative attorney.

Name of witness

Residential or business address

Signature

Date

Alternative attorney

I accept my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney, and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations, and
- I undertake to act in accordance with the provisions of the **Powers of Attorney Act 2014** that relate to enduring powers of attorney, and
- I understand the circumstances in which the alternative attorney is authorised to act under the **Powers of Attorney Act 2014**, and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the **Powers of Attorney Act 2014**.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty. ☐


Name of alternative attorney

Position

(if appointed as the occupant of a position)

Residential or business address

Signature



.....

Date


Witness

I witnessed the signing of the statement of acceptance by the alternative attorney.

Name of witness

Residential or business address

Signature



.....

Date

Continuation section

Only use this continuation section if you are told to in the enduring power of attorney form.
Many people make an enduring power of attorney without needing to use a continuation sheet.

Section A1: Signed at the direction of the principal

Use this section if you need someone to sign for you.

Section A1: Signed at the direction of the principal

If you need someone to sign for you, at your direction, they must be 18 years or older. They cannot be an attorney under this enduring power of attorney or a witness to the signing of this form.

I sign this enduring power of attorney at the direction of and in the presence of the principal.

Name of principal

**Name of person signing
at the direction of the principal**

Residential or business address

Signature

Date

Witnessed by:

Each witness **certifies** that:

- in my presence, the principal appeared to freely and voluntarily direct the person to sign for the principal and that person signed this instrument in my presence and in the presence of the principal, and
- at that time, the principal appeared to me to have decision making capacity in relation to making this enduring power of attorney, and
- I am not an attorney under this enduring power of attorney, and
- I am not a relative of the principal or of an attorney under this enduring power of attorney, and

- I am not a care worker or accommodation provider for the principal, and
- I am not the person who is signing at the direction of the principal.

Name of authorised witness

Residential or business address

Signature

Qualification (as a medical practitioner or person authorised to witness affidavits)

Date

Name of other witness

Residential or business address

Signature

Date

You have reached the end of this form. You do **not** need to submit this form anywhere.

You need to complete it, make sure it is signed and witnessed properly, and then keep the original in a safe place. You should give your attorney(s) a certified copy of this form.

15 May, 2025

Info Track
ownerscorp@infotrack.com.au

Dear Sir/Madam,

RE: OWNERS CORPORATION PLAN– PS749123G
(Lot 11) Unit 3, 10 ADELE AVENUE, FERNTREE GULLY, VIC 3156.

Enclosed herewith Form 3 Certificate and minutes of the last Annual General Meeting, as requested.

Our fee for preparation of the Certificate is \$173.16 as prescribed under Section 219 of the Act, and payment for the same is acknowledged herewith.

We will appreciate all particulars relevant to the Purchaser at completion of settlement.

Yours faithfully,
R&S BODY CORPORATE SERVICES PTY. LTD.



ROHIL NAND
O C Manager

FORM 3
CERTIFICATE PURSUANT TO SECTION 151 OF OWNERS CORPORATION ACT
2006 AND REGULATION 11 OF OWNERS CORPORATION REGULATION 2007

OWNERS CORPORATION CERTIFICATE

OWNERS CORPORATION PLAN: **PS749123G**

VENDOR: **MICHAEL FRANCIS HANDLEY**

PURCHASER: **NOT KNOWN**

REFERENCE: **INFOTRACK**

This certificate is issued for **(LOT 11) UNIT 3** of **PS749123G**. The postal address of which is **10 ADELE AVENUE, FERNTREE GULLY, VIC 3156**.

IMPORTANT:

The information in this certificate is issued on **15 May 2025**.

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

1. The present fees for the above **Unit 3** per year is: **\$1,205.00**
2. The date to which the fees for the lot have been paid up to is: **"28 February 2026"**.
3. The total of the unpaid fees or charges for the lot are: **"NIL"**.
4. The special fees or levies which have been struck, and the dates on which they were struck and are payable: **"NIL"**.
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have been included above annual fees, maintenance fund and special fees are: **"NIL"**
6. The Owners Corporation presently has the following insurance cover:

Name of Company:	Flex Insurance
No. Of Policy:	HS0006100069
Kind of Policy:	RESIDENTIAL STRATA INSURANCE
Building Amount:	\$ 6,063,750.00
Public Liability Amount:	\$ 20,000,000.00
Buildings Covered:	LOT 1- 13
Period of Insurance:	22 January 2026

7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? **"No"**.
8. The funds held by the Owners Corporation as per **15 May 2025** is "\$4,300.32".
9. Are there any liabilities of the Owners Corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? **"NIL"**.
10. Are there any current contracts, leases, licences or agreements affecting the common property. **"None to our knowledge"**
11. Are there any current agreements to provide services to the lot owners, occupiers or the public? **"None to our knowledge."**
12. Are there any notices and orders served on the Owners Corporation in the last 12 months that have not satisfied are? **"There are no notices or orders as at 15 May 2025"**.
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances which the owners corporation is aware that are likely to give rise to proceedings? **"The manager is not aware of any legal proceedings as at 15 May 2025"**.
14. Has the owners corporation has appointed or resolved to appoint a manager? A manager is appointed. The manager is R&S Body Corporate Pty Ltd of Suite F4, 2 Winterton Road, Clayton.
15. Has an administrator has been made for the appointment for the owners corporation, or has been a proposal for the appointment of an administrator? **"The manager is not aware of any proposal to appoint an Administrator as at 15 May 2025."**
16. The Owners Corporation has not submitted any special rules to the Office of Titles, other than those attached to the contract of sale.
17. **NOTE:**
More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the owners corporation register in writing to R&S Body Corporate Pty Ltd, PO Box 6133, Vermont South, Victoria 3133.

This owners corporation certificate was prepared by:




Signature:

Name: **Rohil Nand**

Name of Company: **R& S Body Corporate Pty Ltd**

As delegate of the owners corporation.

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

Sch. 3

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.

NOTICE OF THE ANNUAL GENERAL MEETING OWNERS CORPORATION PLAN NO SP749123G

ADDRESS OF OWNERS CORPORATION: 10 Adele Avenue, Ferntree Gully

The Annual General Meeting of the Owners Corporation will be held via Teams on Tuesday, 9 July 2024. The meeting will commence at **12.30pm**

AGENDA

The agenda for the meeting is:

1. NOTING OF ATTENDANCES, PROXIES, APOLOGIES AND DETERMINATION OF QUORUM AND ENTITLEMENT TO VOTE:

Section 94 (1) of the Owners Corporations Act 2006 (the Act) states *“a lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote, either in person, by ballot or by proxy, unless the amount in arrears is paid in full”* except when a special or unanimous resolution is required. Sub section (3) clarifies *“except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.”*

2. APPOINTMENT OF CHAIRPERSON:

To elect a person, being a lot owner or the manager, to chair the meeting.

3. CONFIRMATION / ACCEPTANCE OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING AND ANY BUSINESS ARISING FROM THOSE MINUTES:

Resolution: That the minutes of the previous AGM held on 18/01/23 as attached be received.

4. INSURANCE DISCLOSURE:

Before any decision is made regarding insurance, members must read the relevant Product Disclosure Statement(s) (PDS) forwarded to the committee or chairman when decisions regarding insurance renewal are made by the Owners Corporation.

Please note that copies of the relevant PDS(s) and Financial Services Guide(s) (FSG) are available from our offices in soft copy format for any member / lot owner requiring a copy.

Strata Community Insurance Agencies Pty Ltd (SCI), SUU, CHU Underwriting Agencies Pty Ltd, Whitbread Insurance Brokers maintain Australian Financial Services Licences (AFSL) under the *Corporations Act 2001*, and provide authorisation to Managers under those AFSLs to provide financial services – including dealing in and providing advice in relation to insurance products. The Manager holds an ASIC Authorised Representative number and is authorised to provide factual information as a distributor and general advice as an authorised representative. Further information about the financial services is provided in the Manager’s Report (Supplementary Notes) under the heading “Financial Services”.

5. CURRENT INSURANCE DETAILS:

The Owners Corporation has the following cover:

Insurance Company:	Flex Insurance
Policy Number:	HS0006100069
Expiry Date:	22/01/25
Building Cover:	\$5,775,000
Public Liability	\$20,000,000
Excess: Insured Property	\$2,000

Note: In the event of a private lot insurance claim the lot owner is responsible for payment of the Insurance Excess.

Under section 59 of the *Owners Corporations Act 2006* (Vic), the Owners Corporation must take out full reinstatement and replacement insurance for all buildings on the common property.

Note: That the Owners Corporation authorises the Manager to effect reinsurance on expiry of the current policies.

6. REPAIRS & MAINTENANCE:

A discussion and review of general maintenance and repairs required for the common property will take place resulting in expenditure decisions being taken and instructions provided to the manager or committee to action.

7. PROPOSED BUDGET:

Resolution: That the proposed budget(s) as attached be adopted.

The following resolution is required to enable the OC to honour its financial commitments.

Resolution: In the event that the next *annual general meeting is not held within 12 months* of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accord with the Proposed Budget for any substantial period until the next annual general meeting. Further if there is a *shortfall of funds*, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the owners corporation is able to comply with its obligations under the Owners Corporations Act 2006, for example payment of insurance premiums under section 59 of the Act for reinstatement and replacement and public liability insurance, etc.

8. ACCEPTANCE OF FEES AND LEVIES:

Resolutions for Admin Fund:

- a) That (contribution) fees be set in accordance with Section 23 (1) of the Act at \$1,205 per annum per lot (**based on the total recurrent Admin Fund Budget of \$15,665**); and
- b) That the (contribution) fees be paid in advance yearly.

9. PENALTY INTEREST:

Resolution: That the Owners Corporation charge interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the owners corporation **30 days** (grace period) after the due date for fees and charges set under Section 24 (1) of the Act and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the committee decides in any particular case to waive payment of interest.

Resolution: That the Owners Corporation Manager is to issue all necessary breach notices and, if required, to instruct a solicitor to attend to the preparation, lodging and attendance of any documentation or hearing(s) for the enforcement of any breach notices

10. ESSENTIAL SAFETY MEASURES (ESM):

Resolution: That the Owners Corporation continue to engage qualified contractors to maintain the **Essential Safety Measure items** located within the common property of the Owners Corporation and audit and report on the ESM maintenance annually.

11. OCCUPATIONAL HEALTH & SAFETY:

Under the OH&S Act 1958, Owners Corporations are responsible for a duty of care to ensure working environments and their surrounds are not injurious to the health and/or safety of sub-contractors trade's people, service providers, residents and visitors.

Resolutions: That whether the Owners Corporation engages a building consultant to undertake an audit of the property to determine any potential risk.

12. LEGAL PROCEEDINGS – DEBT RECOVERY:

Proposed resolutions of the members of the Owners Corporation:

Ordinary Resolution 1: Debt Recovery

That the Owners Corporation is to take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Ordinary Resolution 2: Cost Recovery

That all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Ordinary Resolution 3: Final Notice

The Owners Corporation resolves, without prejudice to its rights under the *Owners Corporations Act 2006* to instruct its solicitors, to recover arrears of fees, special fees, charges and contributions due and payable to it by a lot owner, and in particular:

- a) to issue a Final Fee Notice to any lot owner in arrears if any of such arrears have remained unpaid for more than 60 days; and
- b) to initiate legal proceedings in VCAT or in any court of competent jurisdiction for the recovery of all such arrears, all penalty interest thereon and all the Owners Corporation's legal and administrative costs of recovery if any of such arrears have remained unpaid for more than twenty- eight 28) days after the Final Fee Notice.

Ordinary Resolution 4: Administrative costs

The Owners Corporation resolves to instruct its manager:

- a) to send an additional Final Fee Notice to any lot owner detailing all that lot owner's arrears of fees, special fees, charges and contributions as soon as any such arrears remain unpaid for more than 60 days; and
- b) to levy against any such lot owner in arrears an amount of \$72.60 in regard to the administrative processes required to collate the information required for the sending of the additional Final Fee Notice; and
- c) to levy against any such lot owner a sum to indemnify the Owners Corporation for the solicitor's costs incurred in issuing a Final Fee Notice.

13. GENERAL BUSINESS:

14. CLOSURE OF MEETING:

Rohil Nand

R & S Body Corporate Services Pty Ltd

Date of this Notice: 25/06/24

**GENERAL BODY CORPORATE RULES IN ACCORDANCE WITH THE
SUBDIVISION (BODY CORPORATE) ACT 1988 AND ITS SUBSEQUENT
REGULATIONS**

- 1/ TO OBEY THE REGULATIONS, THE RULES AND ANY BY-LAWS OF THE BODY CORPORATE.
- 2/ TO ADVISE THE BODY OF THE NAME AND ADDRESS OF THE NEW OWNER WITHIN ONE MONTH OF SETTLEMENT OF THE SALE OF HIS OR HER LOT OR UNIT.
- 3/ IF NOT IN OCCUPATION OF HIS OR HER LOT OR UNIT OR INTENDING TO BE OUT OF OCCUPATION FOR MORE THAN THREE MONTHS, TO ADVISE THE BODY CORPORATE OF HIS OR HER MAILING ADDRESS AND TELEPHONE NUMBER.
- 4/ TO GIVE HIS OR HER TENANT A COPY OF THE RULES OF THE BODY CORPORATE AT THE COMMENCEMENT OF THE TENANCY AND SUBSEQUENTLY, A COPY OF ANY NEW RULES.
- 5/ TO MAINTAIN HIS OR HER LOT OR UNIT IN A STATE OF GOOD AND SERVICEABLE REPAIR AND TO MAINTAIN ANY SERVICES THAT EXCLUSIVELY SERVE THE LOT OR UNIT.
- 6/ TO PAY ALL FEES AND CHARGES OWING TO THE BODY CORPORATE FROM TIME TO TIME.
- 7/ IF THE BODY CORPORATE HAS NOT TAKEN OUT INSURANCE COVERING THE LOT OR UNIT AND HAS RESOLVED THAT THE MEMBERS MUST TAKE OUT THEIR OWN INSURANCE, TO TAKE OUT PUBLIC LIABILITY AND REINSTATEMENT INSURANCE COVERING THE LOT OR UNIT AND THE MEMBERS SHARE OF LIABILITY IN RESPECT OF THE COMMON PROPERTY.
- 8/ TO MAINTAIN ANY EAVES WHICH OVERHANG THE BOUNDARY OF THE LOT OR UNIT IF THE BOUNDARY OF THE LOT OR UNIT BISECTS A ROAD AND IS LOCATED AT ANY LOCATION OTHER THAN THE INTERNAL FACE OF THE WALLS OF THE BUILDING.
- 9/ NOT TO USE OR NEGLECT THE COMMON PROPERTY OR PERMIT IT TO BE USED OR NEGLECTED IN A MANNER THAT IS LIKELY TO CAUSE DAMAGE OR DETERIORATION TO THE COMMON PROPERTY.
- 10/ NOT TO USE OR PERMIT THE COMMON PROPERTY TO BE USED AS TO UNREASONABLY INTERFERE WITH OR PREVENT ITS USE OR ENJOYMENT BY THE OTHER MEMBERS OR OCCUPIERS, THEIR FAMILIES OR VISITORS.

- 11/ NOT TO PARK OR LEAVE VEHICLE ON THE COMMON PROPERTY SO AS TO OBSTRUCT A DRIVEWAY OR ENTRANCE TO A LOT OR UNIT OR IN ANY PLACE OTHER THAN IN A PARKING AREA SPECIFIED FOR SUCH A PURPOSE BY THE BODY CORPORATE.
- 12/ NOT TO KEEP ANY ANIMAL ON THE COMMON PROPERTY OR THE LOT OR UNIT AFTER BEING GIVEN NOTICE BY THE BODY CORPORATE TO REMOVE THE ANIMAL, IF THE BODY CORPORATE HAS RESOLVED THAT THE ANIMAL IS CAUSING A NUISANCE.
- 13/ NOT TO MAKE OR PERMIT TO BE MADE ANY UNDUE NOISE IN OR ABOUT THE COMMON PROPERTY OR THE UNIT.
- 14/ NOT TO MAKE OR PERMIT TO BE MADE NOISE FROM MUSIC OR MACHINERY, WHICH MAY BE HEARD OUTSIDE THE MEMBER'S LOT OR UNIT BETWEEN MIDNIGHT AND 8.00AM.
- 15/ NOT TO USE OR PERMIT A LOT OR UNIT TO BE USED FOR ANY PURPOSE WHICH MAY BE ILLEGAL OR INJURIOUS TO THE REPUTATION OF THE DEVELOPMENT OF WHICH THE MEMBER'S LOT OR UNIT FORMS PART OR WHICH MAY CAUSE A NUISANCE OR HAZARD TO ANY OTHER MEMBER OR OCCUPIER, THEIR FAMILIES OR VISITORS.
- 16/ TO OBSERVE ANY OTHER RESTRICTIONS CONTAINED IN THE REGULATIONS, RULES OR ANY BY-LAWS.

业主大会通用守则

1. 健康与安全

1.1 业主、居住者及他人的健康与安全

任何业主或居住者，在使用其房产，或允许他人使用其房产时，不得危害其他业主、居住者或使用者的健康与安全。

1.2 易燃液体及其他危险物品的存放

(1) 除经业主大会书面批准，任何业主或居住者，不得在其房产内或共有部位使用、存放易燃化学品、液体、气体或其他易燃物品。

(2) 本规定不适用于以下情况：

(a) 家庭日常生活使用的易燃化学品、液体、气体或其他易燃物品；

(b) 机动车等内燃机油箱中的易燃化学品、液体、气体或其他易燃物品。

1.3 废旧物品处理

任何业主或居住者在处理垃圾或废旧物品时，必须确保不影响其他居住者或使用者的健康舒适和环境卫生。

2. 行政管理

2.1 使用计量表计量的服务及费用分摊

(1) 供应商为业主或居住者提供货物或服务并收取业主大会相应费用后，业主大会不得向业主或居住者收取额外费用。

(2) 如果供应商向业主大会出具账单，同时给予业主或居住者优惠或折扣，则业主大会不得向业主或居住者收取优惠或折扣前的数额。

(3) 分则 (2) 不适用于以下情况 :

- (a) 优惠或折扣必须由业主或居住者申请。业主大会已经给业主或居住者机会, 而业主或居住者没有在供应商规定的付款日期之前申请。
- (b) 优惠或折扣以退款的方式直接支付给业主或居住者。

3. 共有部位的使用*

3.1 共有部位的使用

- (1) 任何业主或居住者, 不得妨碍其他有权使用共有部位的人合法使用或享用共有部位。
- (2) 除经业主大会书面批准, 任何业主或居住者不得将共有部位的任何部分做为私家花园使用。
- (3) 分则 (2) 中提及的书面批准可以规定批准的期限。
- (4) 业主大会通过决议, 认为某一动物存在危险或对共有部位造成滋扰时, 必须将此决议及时通知豢养该动物的业主或居住者。
- (5) 豢养动物的业主或居住者, 在收到此类通知后, 必须根据分则 (4) 妥善处置该动物。
- (6) 分则 (4) 和 (5) 不适用于帮助伤残人士的动物。

3.2 车辆及在共有部位停车

除非在紧急情况下,

- (a) 任何业主或居住者, 不得, 也不能允许他人, 将车辆停放在共有部位或不属于自己的车位上。
- (b) 任何业主或居住者, 不得, 也不能允许他人, 将车辆停放在共有部位阻碍其他车辆或住户人员的出入。
- (c) 任何业主或居住者, 不得, 也不能允许他人, 在业主大会规定的停车场以外的任何地方停车。

3.3 对共有部位的损坏

- (1) 未经业主大会书面批准，任何业主或居住者不得损坏或擅自改动共有部位。
- (2) 未经业主大会书面批准，任何业主或居住者不得损坏或擅自改动共有部位中的任何一部分结构。
- (3) 分则 (1) 或 (2) 中提及的书面批准，可以规定批准的期限，而且可以规定改动和批准的条件。
- (4) 任何业主或业主授权的人员，可以安装锁具，栅栏，纱门、纱窗等安全防护设施防止他人、动物或昆虫进入，但所安装的防护设施须牢固，并且必须在颜色、材料及风格上与整体建筑保持和谐。
- (5) 分则 (4) 中提及的业主或业主授权的人员，必须保证防护设施安装正确且状态良好。

4. 私有房产 *

4.1 私有房产用途变更

任何业主或居住者，如果改变其私有房产的用途，且此改变会影响业主大会所投的房屋建筑保险的保费，例如：用途变更导致房产内有危险活动，房产用于商业或工业用途而非居住等，则必须书面通知业主大会。

5. 人员行为

5.1 业主、居住者和访客在共有部位的行为

任何业主或居住者，必须采取一切措施，确保其访客不以无理的方式干扰其他有权使用共有部位的人员。

5.2 噪音及其他滋扰行为的控制

- (1) 任何业主、居住者或访客，不得无理由制造噪音，打扰其他有权使用共有部位的人员。
- (2) 如果业主大会已书面批准可以产生噪音，则分则 (1) 不适用。

6. 纠纷的解决

- (1) 本守则规定的申诉程序适用于涉及业主、居住者或业主大会的纠纷。
- (2) 投诉方必须使用规定的表格以书面形式进行投诉。
- (3) 如果业主大会设有申诉委员会，投诉方必须通知该委员会。
- (4) 在没有申诉委员会的情况下，无论业主大会是否为纠纷中的一方，投诉方必须通知业主大会。
- (5) 纠纷各方在得知纠纷发生的10个工作日内，必须与申诉委员会或业主大会共同开会讨论解决纠纷的办法。
- (6) 纠纷涉及的任何一方，可以指定他人代其出席会议。
- (7) 如果纠纷未能解决，申诉委员会或业主大会必须根据《物业管理法（2006年）》第10部分的规定，通知各方有权采取进一步行动。
- (8) 《物业管理法（2006年）》第10部分所规定的任何进一步行动，与本守则无关，并不受本守则限制。

*说明：

1. 共有部位 (Common Property)

共有部位一般是花园、通道、墙壁、走道、车道、楼梯、电梯、大楼门厅、围墙等。共有部位由全体业主以“按份分权共有”形式共同拥有。

2. 私有房产 (Lot)

在《物业管理业主常识手册》中 Lot 翻译为“地块”。这里为了容易理解，翻译为私有房产，与共有部位对应。

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4: Smoke drift in multi-level developments Many stakeholders supported extending this rule to single-level developments. However, the Owners Corporation (OC) and Other Acts Amendment Act 2021 limits the power to make rules relating to smoke drift to multi-level developments.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

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

3.3 Damage to common property

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

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.