

DATED

2024

KISHOR PATHAK AND TIRTHA KUMARI ACHARYA

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 2, 28 York Street, Glenroy VIC

Your Dream Home Conveyancing PTY LTD

C/- Your Dream Home Conveyancing PTY LTD

PO Box 1013

CRAIGIEBURN VIC 3064

Tel: 0450300737

Fax:

Ref: PP:YDHCPL:24/3162



SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014
SCHEDULE 1
GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS
OF LAND

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

SCHEDULE 5
Regulation 6
INFORMATION CONCERNING THE CONDUCT OF PUBLIC
AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

auctioneer to indicate that the auctioneer is making a vendor bid is to say

"vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
 - any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
 - any person falsely claiming or falsely acknowledging that they made a bid;
 - an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid? At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid. It is an offence to disrupt an auction. The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the

Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Contract of Sale of Land

Property:

Unit 2, 28 York Street, Glenroy VIC 3046

Your Dream Home Conveyancing PTY LTD

Unit 3, 198 Newbury Boulevard

CRAIGIEBURN VIC 3064

Tel: 0450300737

C/- Your Dream Home Conveyancing PTY LTD, PO Box 1013 , Craigieburn VIC 3064

Ref: PP:YDHCPL:24/3162

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2024

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2024

Print names(s) of person(s) signing: Kishor Pathak and Tirtha Kumari Acharya

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

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

Vendor

Name: Kishor Pathak and Tirtha Kumari Acharya
Address: Unit 2, 28 York Street, Glenroy VIC 3046
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Your Dream Home Conveyancing PTY LTD
Address: Unit 3, 198 Newbury Boulevard, Craigieburn VIC 3064
C/- Your Dream Home Conveyancing PTY LTD, PO Box 1013 , Craigieburn VIC 3064
Email: pravat@ydhconveyancing.com.au
Tel: 0450300737 Mob: _____ Fax: _____ Ref: 24/3162

Purchaser's estate agent

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

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11423 Folio 483	2	PS 711243J

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2, 28 York Street, Glenroy VIC 3046

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

All Fittings and Fixtures of a permanent nature as inspected.

Payment

Price \$ _____

Deposit \$ _____ by (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Purchaser Acknowledgement

The Purchaser hereby acknowledges that before signing any contract, agreement or document her/she was supplied with:

- (a) A Statement pursuant to Section 32 of the Sale of Land Act 1962 (as amended); and
- (b) A copy of this Contract of Sale or the prior Contract Note (if any).

2. Guarantee

In the event of the Purchaser being a proprietary company, it shall simultaneously with the execution of this Contract obtain the execution of a Guarantee annexed hereto of not less than two (2) of its directors. Unless it is a company with a sole director in which case only that Director shall be required to execute such Guarantee.

3. Auction

In the event that the property is offered for sale by public auction subject to the vendors reserve price, the rules for conduct of the auction shall be set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

4. Vendor's Foreseeable Loss and Damage

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser is liable for default interest under General 33 and that the Purchaser will also be liable for the following expenses:

- (a) All costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Addition costs and expenses as between the Vendor and the Vendor's representative.
- (e) The cost for the issue of a Default Notice being \$770 payable to the Vendor's representative.
- (f) The cost for the issue of a Notice of Rescission being \$770 payable to the Vendor's representative.
- (g) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- (h) Settlement rescheduling fee of \$330 payable to the Vendor's representative at settlement.

5. Early possession

In the event of the Purchaser wishing to take early possession of the property having obtained the consent of the Vendor, a separate License Agreement must be executed between the parties to facilitate such early possession.

- 5.1 Such License Agreement referred herein is a separate legal document and does not form part of this Contract.
- 5.2 The cost of preparing a License Agreement being \$660 is payable by the Purchaser to the Vendor's representative.

6. Foreign Acquisitions

- 6.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975(C'th) do not require the Purchaser to obtain consent to enter the Contract.
- 6.2 If the Purchaser is in breach of the warranty contained in clause 6.1 (whether International or not) the purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as result of such breach.
- 6.3 The warranty and indemnity do not merge on completion of this Contract.

7. Condition of the Property

The Purchaser acknowledges that the Purchaser has inspected the property and chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvement of any description.

8. No Representation

The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claim demands in respect thereof.

9. Amendments to General Conditions

- 9.1 General Conditions 4.1 and 4.2 are added as:
 - 4.1 The purchaser must deliver to the vendor's conveyancer or legal practitioner nomination information and supporting evidence:
 - (a) A Nomination Form duly completed and executed by the Purchaser and the nominee;
 - (b) A Guarantee and Indemnity form as attached in this Contract which is duly-executed by its director(s) if the nominee is a corporation;
 - (c) The nominee's contact details
 - 4.2 The purchaser must pay the vendor's conveyancer or legal practitioner for the vendor's legal costs in the sum of \$330 by way of adjustment at settlement
- 9.2 General Condition 17.3 is amended as:
 - 17.3 The Purchaser must pay all money other than the deposit in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer of up to eight (8) bank cheques;
- 9.3 General Condition 33 to delete "2%" and replace with "4%";
- 9.4 General Conditions 31.4, 31.5 and 31.6 are deleted.

10. Swimming Pool/Spa

Where the subject property includes a swimming pool, spa or pond

- 10.1 The purchaser acknowledges that a certificate of barrier compliance has not been obtained by the vendor and the purchaser shall pay the cost of obtaining the barrier compliance certificate including the cost of, but not limited to, any rectification works to the swimming pool and shall indemnify and keep indemnified the vendor against any claim for damage or loss. This special condition will not merge on settlement.
- 10.2 The purchaser cannot make any requisition, objection or claim for compensation in relation to the state of repair or condition of the swimming pool or the barrier.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement

to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:

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

15. DEPOSIT BOND

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

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
 - 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
 - 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
 - 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
 - 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We,
of

and.....
of

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

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2024

SIGNED by the said)

Print Name:)

.....

.....

Director (Sign)

in the presence of:)

Witness:)

Vendor GST Withholding Notice

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

To:

From: Kishor Pathak and Tirtha Kumari Acharya, Unit 2, 28 York Street, Glenroy VIC 3046

Property Address: Unit 2, 28 York Street, Glenroy VIC 3046

Lot: 2 Plan of subdivision: 711243J

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: 26/04/2024

Signed for an on behalf of the Vendor: *Your Dream Home Conveyancing PTY LTD*

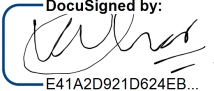
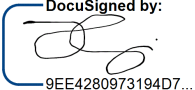
Vendor Statement

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 2, 28 YORK STREET, GLENROY VIC 3046
-------------	--

Vendor's name	Kishor Pathak	Date	/ /
Vendor's signature	 E41A2D921D624EB...	24/4/2024	
Vendor's name	Tirtha Kumari Acharya	Date	/ /
Vendor's signature	 9EE4280973194D7...	29/4/2024	

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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*.

Section 151 of Owners Corporation will be provided within 7 days of date of sale.

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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.

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

Page 1 of 2

VOLUME 11423 FOLIO 483

Security no : 124114399163M
Produced 23/04/2024 01:23 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 711243J.
PARENT TITLE Volume 08089 Folio 975
Created by instrument PS711243J 28/05/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KISHOR PATHAK
TIRTHA KUMARI ACHARYA both of UNIT 2 28 YORK STREET GLENROY VIC 3046
AU046709X 15/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU046710P 15/02/2021
PEPPER FINANCE CORPORATION 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 PS711243J 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 2 28 YORK STREET GLENROY VIC 3046

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 15/02/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS711243J



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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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS711243J
Number of Pages (excluding this cover sheet)	3
Document Assembled	23/04/2024 13:23

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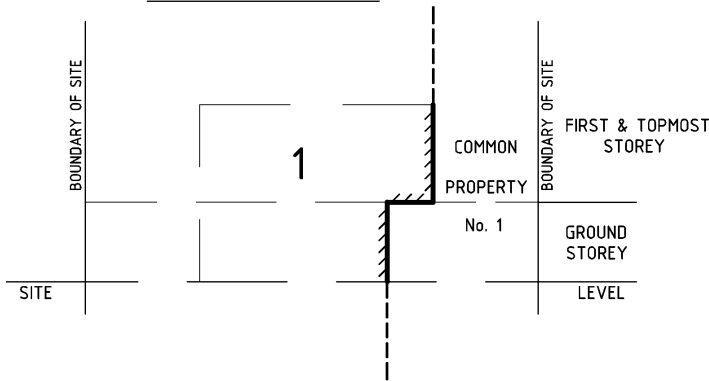
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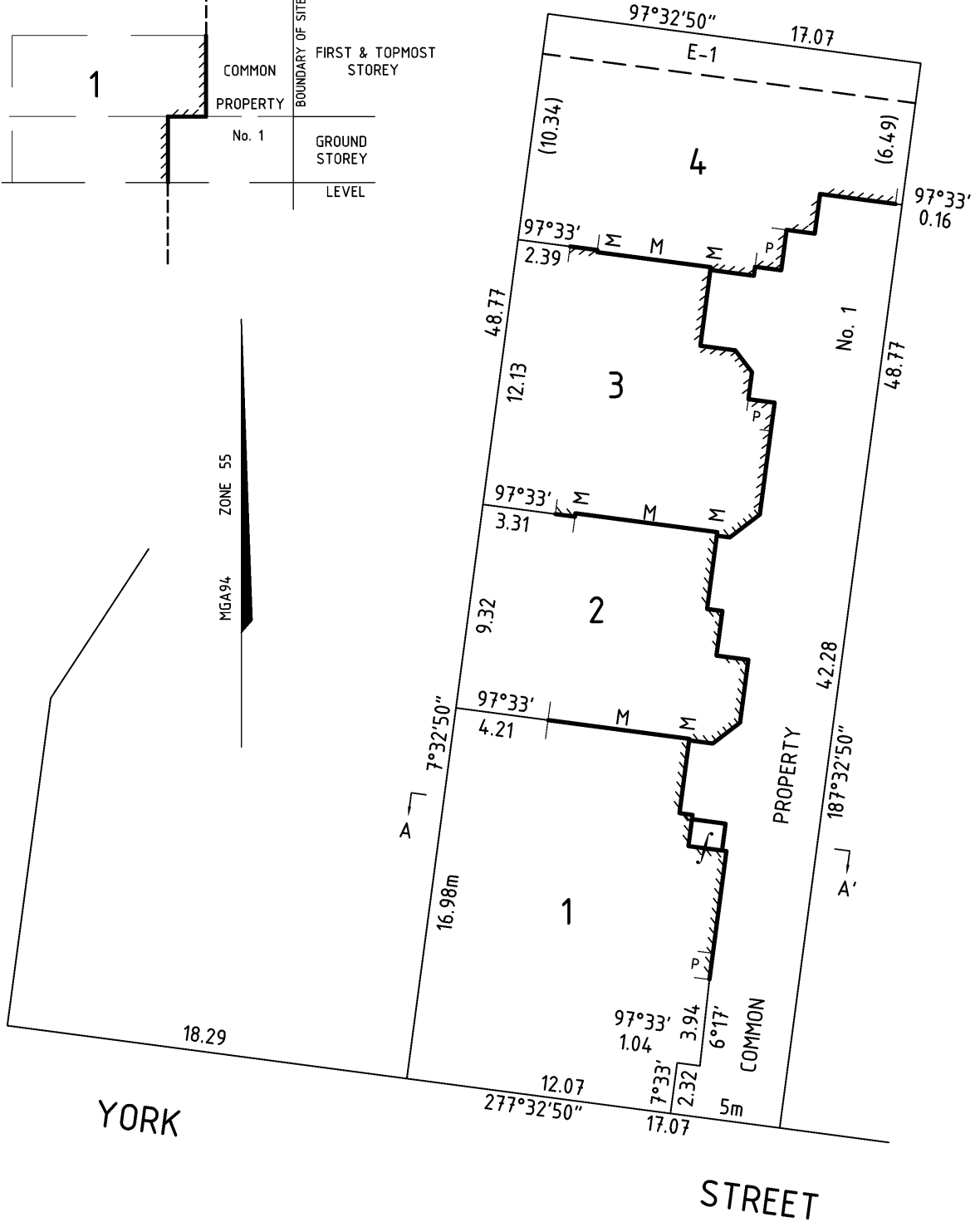
	PLAN OF SUBDIVISION	Stage No.	LRS USE ONLY EDITION 1	Plan Number PS 711 243 J
LOCATION OF LAND PARISH: WILL WILL ROOK TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 1 (PART) TITLE REFERENCES: Vol. 8089 Fol. 975 LAST PLAN REFERENCE/S: LOT 2 ON LP 23584 POSTAL ADDRESS: 28 YORK STREET, (At time of subdivision) GLENROY 3046 MGA94 Co-ordinates E 315 630 ZONE: 55 (of approx centre of land in plan) N 5 824 910		COUNCIL CERTIFICATION AND ENDORSEMENT		
		COUNCIL NAME: MORELAND CITY COUNCIL REF: THIS IS A SPEAR PLAN		
		<u>Notations</u>		
		STAGING This is not a staged subdivision. Planning permit No.		
		DEPTH LIMITATION DOES NOT APPLY SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY TO BOUNDARIES DEFINED BY BUILDINGS:- BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</u> MEDIAN: BOUNDARIES SHOWN MARKED M EXTERIOR FACE: ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED WITHIN THAT PARCEL. 'P'- DENOTES PORCH		
Vesting of Roads or Reserves				
IDENTIFIER		COUNCIL / BODY / PERSON		
NIL		NIL		
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including purpose, responsibility, entitlement & liability, see Owners Corporation search report, Owners Corporation additional information & if applicable Owners Corporation Rules </div> <div style="margin-left: 400px; margin-top: 20px;"> SURVEY :- THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PCM 113730474 IN PROCLAIMED SURVEY AREA No. _____ </div>				
Easement Information				<u>LRS USE ONLY</u>
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				RECEIVED <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP 23584	LOTS ON LP 23584
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
				DATE 13/5/13
				<u>LRS USE ONLY</u>
				TIME 12:21 PM
				DATE 28/5/13
				LW
				Assistant Registrar of Titles
				SHEET 1 OF 2 SHEETS
P.M.KENNEDY LICENSED LAND SURVEYOR UNIT 27 / No. 22 - 30 WALLACE AVENUE POINT COOK 3030 TEL: 9369 0730 FAX: 9369 8285 EMAIL: info@pmkennedy.com.au		LICENSED SURVEYOR..... SALVATORE ZUCCARELLO SIGNATURE DIGITALLY SIGNED REF 20158 DRAFTSPERSON: HMKHAEAL VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 711 243 J
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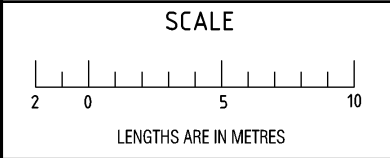
CROSS SECTION A-A'



RAILWAY



P.M.KENNEDY
LICENSED LAND SURVEYOR
 UNIT 27 / No. 22 - 30 WALLACE AVENUE
 POINT COOK 3030
 TEL: 9369 0730 FAX: 9369 8285



ORIGINAL SCALE
 SHEET SIZE
 1:200 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

REF **20158**

VERSION 2

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS711243J
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S026980S
Plan Number: PS711243J
Responsible Authority Name: Moreland City Council
Responsible Authority Reference Number 1: SP/2012/248
Responsible Authority Reference Number 2: SC/2012/264
Surveyor's Plan Version: 2

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Gina Settle
Organisation: Moreland City Council
Date: 08/02/2013



Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

TAX INVOICE

Telephone (03) 9240 1111 Website www.merri-bek.vic.gov.au
Facsimile (03) 9240 1212 Email info@merri-bek.vic.gov.au
TTY 133 677 ABN 46 202 010 737

Merri-bek
City Council

RATES INSTALMENT NOTICE
For the period 1 July 2023 to 30 June 2024

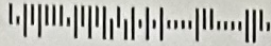
ASSESSMENT NUMBER
1815583

DATE OF ISSUE
24/01/2024

Payable by
28/02/2024

\$2,058.46

Any arrears shown on this notice
are payable immediately



K Pathak and T K Acharya
2/28 York Street
GLENROY VIC 3046



023
ID12833
R2_8549

Property Address 2/28 York Street, GLENROY VIC 3046
Property Description CT-11423/483 Lot 2 PS 711243
Property Owner Details Mr K Pathak and Ms T K Acharya 2/28 York Street, GLENROY VIC 3046

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2023	\$210,000	\$500,000	\$25,000	120.4

INSTALMENT DETAILS

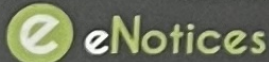
Overdue Rates and Charges \$1,673.46
Third Instalment due 28 February 2024 \$385.00

Payments received after 22nd January, 2024 may not reflect on this notice.

If you are experiencing payment difficulties, please request an extension or payment plan at
www.merri-bek.vic.gov.au/ratesupport

Four Instalments	30/09/2023	30/11/2023	28/02/2024	31/05/2024
	\$1,283.30	\$390.16	\$385.00	\$385.00

Receive your notice via email - go to merri-bek.enotices.com.au



Your eNotice Reference No:

BF428F60EB

See reverse for payment options. Please return this section if paying by mail.



Billor Code: 35105
Ref: 1815 583

BPAY this payment via Internet or phone banking.



Merri-bek
City Council

POST billpay



*3523 1815583

For payments made by Council's telephone
service please call 03 9240 1111 and follow the prompts

Amount Payable:
\$2,058.46

Payment Due by:
28/02/2024

Assessment No: 1815583
Ratepayer Name: K Pathak and T K Acharya
Property Address: 2/28 York Street, GLENROY VIC 3046

Your quarterly bill



Emailed to: kishorpathak@icloud.com
MR K PATHAK & MS T ACHARYA
UNIT 2/28 YORK ST
GLENROY VIC 3046

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 71 3346 5664
Invoice number 7131 3642 78342
Issue date 8 Mar 2024
UNIT 2, 28 YORK ST
Property address GLENROY
Property reference 5000627, LOT 2
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$408.44
Payment received thank you	-\$350.00
Balance carried forward	\$58.44
This bill	
Usage charges	\$83.60
Service charges	
Water supply system	\$20.04
Sewerage system	\$114.46
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Adjustments	
Direct debit/ebilling discount	-\$2.00
Total this bill (GST does not apply)	\$266.58
Total balance	\$325.02



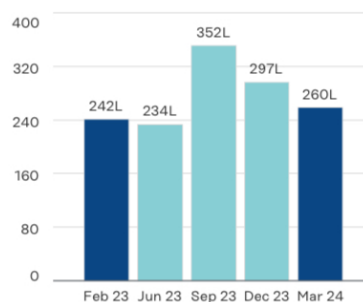
Important note

Your bill includes the parks charge, which is now billed quarterly.



Your household's daily water use

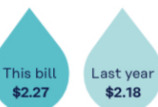
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct Debit

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



Centrepay

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



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: 033-885
Account number: 713343742



Credit card

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



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 7131 3642 78342



BPAY®

Bill code: 344366
Ref: 713 3465 6649



*3042 713136427834 2

MR K PATHAK & MS T ACHARYA

Account number 71 3346 5664

Invoice number 7131 3642 78342

Balance **\$325.02**

As per your payment arrangement

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 30th April 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS711243J
Address of Plan: 28 York Street Glenroy Victoria 3046
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: Level 13/222 Kings Way South Melbourne Victoria 3205

2. CERTIFICATE DETAILS

Vendor: Kishor Pathak & Tirtha Kumari Acharya
Postal Address for Lot 2: 2/28 York Street GLENROY VIC 3046
Purchaser:
Person requesting Certificate: Kishor Pathak & Tirtha Kumari Acharya
Reference: (Ref: Case #615698)
Address:
Fax:
E-mail: kishorpathak@icloud.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **1,668.44 per annum** commencing on 1 July 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	316.61	01/07/23	Issued
01/10/23 to 31/12/23	316.61	01/10/23	Issued
01/01/24 to 31/03/24	517.61	01/01/24	Issued
01/04/24 to 30/06/24	517.61	01/04/24	Issued
01/07/24 to 30/09/24	417.11	01/07/24	To be Issued
01/10/24 to 31/12/24	417.11	01/10/24	To be Issued
01/01/25 to 31/03/25	417.11	01/01/25	To be Issued
01/04/25 to 30/06/25	417.11	01/04/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th April 2024

For Plan No. PS711243J - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	\$5,635.17 DR *	30 June 2023
Maintenance Fund	0.00	
BALANCE	\$5,635.17 DR *	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

The following special levies have been issued for Lot 2:

ADMINISTRATIVE FUND

Purpose	Amount	Due Date	Date Paid (if any)
Case 614701 - Special Levy for Insurance and Ongoing Expenses.	640.40	24/05/24	Issued

6. OTHER CHARGES

The following charges are payable by Lot 2 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Lot 2 Stage 1	39.53	05/07/23	Issued
Lot 2 Stage 2	66.33	03/08/23	Issued
Lot 2 Stage 3	106.55	18/08/23	Issued
Case 560377 - VCAT Application	70.10	01/09/23	Issued
Lot 2 Stage 1	39.53	05/10/23	Issued
Lot 2 Stage 2	66.33	03/11/23	Issued
Lot 2 Stage 3	106.55	18/11/23	Issued
VCAT Order - Penalty for breach of rules Case 570184	1,100.00	08/12/23	Issued
2.2 Charges - Case 570184	210.55	08/12/23	Issued
Case 582080 - Dimos Lawyers Invoice 23848	637.89	11/12/23	Issued
Lot 2 Stage 1	39.53	05/01/24	Issued
Lot 2 Stage 2	66.33	03/02/24	Issued
Lot 2 Stage 3	106.55	18/02/24	Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th April 2024

For Plan No. PS711243J - Lot 2

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 30 April 2024:

Account / Fund	Amount
Administrative Fund	3,933.47
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 30 APRIL 2024	\$3,933.47

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	P-005690
Expiry Date	22-March-2025
Insurance Company	Axis Underwriting Services
Broker	INS Strata
Premium	3990.49

Cover Type

Cover Type	Amount of Cover
Building Catastrophe	\$174,000
Common Area Contents	\$11,600
Damage (i.e. Building) Policy	\$1,160,000
Fidelity Guarantee Insurance	\$100,000
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss of Rent	\$174,000
Office Bearers Liability Insurance	\$500,000
Personal Accident/Voluntary Workers	\$200,000
Property, Death and Injury (Public Liability)	\$30,000,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
29/05/2013	Strata Plan	Current	Management Agreement

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th April 2024

For Plan No. PS711243J - Lot 2

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

Details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied:

Title	Ordered	Received	Type	Name	Status
Magistrate Court of Victoria	10/10/2023	11/10/2023	Order	Kishor Pathak	processing

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Strata Plan
ABN / ACN: 27 544 006 714
Address of Manager: Level 13/222 Kings Way South Melbourne Victoria 3205
Telephone: 1300 278 728
Facsimile:
E-mail Address: info@strataplan.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

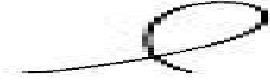
(Continued)

As at 30th April 2024

For Plan No. PS711243J - Lot 2

SIGNING

The common seal of Plan No. PS711243J, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Gerard Peters

Company: Strata Plan

Address of registered office: Level 13/222 Kings Way South
Melbourne Victoria 3205

30/04/2024

Date



Common Seal
of Owners Corporation



INSPIRING AMAZING
LIFE SPACES™

Strata Plan
Level 13/222 Kings Way,
South Melbourne VIC 3205
T: 1300 278 728
E: info@strataplan.com.au
strataplan.com.au

Kishor Pathak & Tirtha Kumari Acharya

30th April 2024

Dear Kishor Pathak & Tirtha Kumari Acharya

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS711243J

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS711243J dated 30th April 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@strataplan.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A stylized, abstract signature in black ink, consisting of several overlapping loops and lines.

Registered Manager

Full name: Gerard Peters

Company: Strata Plan

Address of registered office: Level 13/222 Kings Way South
Melbourne Victoria 3205

30/04/2024

Date



Minutes of the Annual General Meeting

Owners Corporation for 28 York St GLENROY VIC 3046 Plan No. PS711243J

Meeting Date	31 Oct 2023		
Meeting Location	Zoom meeting		
Time	01:00 PM	Opened: 1 PM	Closed: 1:33 PM
Lots Represented	Madhusudan Setty – owner lot 1 Wei Lin – owner lot 4		
Chairperson	Gerard Peters – manager – Strata Plan		
Additional Attendees	nil		
Apologies	nil		



Motion 1				
Election of Chairperson of the Meeting	Ordinary Resolution Submitted by Strata Manager			
To resolve to appoint the chairperson of the Owners Corporation or a lot owner or the manager as the chairperson of the meeting.				
Owners Corporation Act 2006, Section 79 - Lot owners present at a general meeting may elect a lot owner or manager of the Owners Corporation to chair the meeting. If the Owners Corporation Chairperson is present at the meeting and an election has not been made, the Chairperson chairs the meeting.				
It was resolved for Gerard Peters to chair and facilitate the meeting.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 2				
Adoption of Minutes for the Previous Annual General Meeting	Ordinary Resolution Submitted by Strata Manager			
To resolve that the minutes of the last Annual General Meeting, as circulated with the notice of meeting, be accepted as a record of the Owners Corporation.				
Owners Corporation Act 2006, Section 71 (i) - The Owners Corporation must table and consider the minutes of the previous Annual General Meeting.				
The motion was adopted.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statements	Ordinary Resolution Submitted by Strata Manager			
This motion is to adopt the financial statements of your Owners Corporation for the previous financial year.				
Note: The Annual Financial Statements are distributed in accordance with the Australian Taxation laws & requirements.				
It was resolved that the financial statements be approved as true records of the Owners Corporation. Cash at bank balance \$137.48 and Net Assets \$4,196.77 as at 30 June 2023.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0



Motion 4

Cost and Debt Recovery

Ordinary Resolution

Submitted by Strata Manager

To resolve that 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, these and any other Rules or relevant laws, 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.

To resolve that all costs associated with repairs, maintenance, leak investigations or other works relevant to private property or for the benefit of a lot, incurred by the Owners Corporation shall be passed on the lot owner affected or serving to benefit. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation. It was resolved that all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (ie: from the false fire alarms, fire brigade charges, or relevant authority charges), 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 lot owner in default or breach to the Owners Corporation.

To resolve that in the event that the Melbourne Fire Brigade is called out to the building as a result of the activation of a false fire alarm and the cause of the alarm is found to originate from a lot, the lot owner and/or the occupier of the lot will be jointly and severally liable to pay any and all associated costs and charges connected to a false fire alarm.

To resolve that a lot owner or occupier will be jointly and severally liable to pay all costs and charges connected to the false fire alarm regardless of whether the activation of the fire alarm was caused by a wilful, negligent, foreseeable, or unforeseeable action or inaction.

To resolve that all lot owners indemnify the Owners Corporation for all costs and charges incurred by the Owners Corporation in connection to a false fire alarm call out caused by a tenant or occupier or invitee of the tenant or occupier of the lot whether:

1. The tenant or occupier or invitee was acting in a manner which as directly, indirectly and/or negligently responsible for the cause of the fire alarm; and
2. The lot owner authorised either impliedly or expressly the actions of the tenant or occupier or invitee which caused the false fire alarm.

To resolve that the Owners Corporation will recover as a debt due and payable from the lot owner the costs and charges referred to in these resolutions as a special levy.

To authorise Strata Plan to act as a debt collection agency. To resolve that the costs incurred by the Owners Corporation in recovering fees and levies due under the Owners Corporation Act, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

The motion was adopted.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0



Motion 5

Penalty Interest

Ordinary Resolution

Submitted by Strata Manager

To resolve that the Owners Corporation charge penalty interest on late fees; at the maximum rate payable under the Penalty Interest Rates Act, or as defined by the Owners Corporation or its manager from time to time.

The motion was adopted.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0

Motion 6

Legal Proceedings

Ordinary Resolution

Submitted by Strata Manager

To resolve 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.

The motion was adopted.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0

7 Reports

Motion 7.1

Report - Chairperson / Committee

Ordinary Resolution

Submitted by Strata Manager

To consider and note the following reports:
The Committee Report (To be tabled at the meeting).

The chairperson noted that they have acted honestly, in good faith and exercised due care and diligence on behalf of all owners in addressing matters of the Owners Corporation over the past year. The chairperson did not provide a report.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0



Motion 7.2

Report - Manager

Ordinary Resolution
Submitted by Strata Manager

The Owners Corporation Manager's report is circulated with the Notice of Meeting and Strata Plan confirms that it holds a professional indemnity insurance.

The motion was adopted.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0

Motion 8

Report Grievances

Ordinary Resolution
Submitted by Strata Manager

To report any grievances lodged against the manager, owner, tenant or the owners corporation and its current status.

It was noted that no grievances were lodged through the Owners Corporation for the previous year.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0

Motion 9

Insurance

Ordinary Resolution
Submitted by Strata Manager

To note the details of the insurance policy taken out by the Owners Corporation circulated with the meeting documentation.

It was noted that the Owners Corporation held its current strata residential policy with Axis Underwriting Services Pty Ltd.

It was noted that Strata Plan will arrange quotes for consideration of the Chairperson &/or Committee.

It was resolved that the lot serving to benefit from a claim against the Owners Corporations insurance policy, shall be liable for any applicable excess.

Whereas, in accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan.

VOTES

Yes: 2

No: 0

Abs: 0

Inv: 0



Motion 10				
Insurance Valuation	Ordinary Resolution Submitted by Strata Manager			
For the owners corporation to consider obtaining an insurance valuation.				
It was noted that a sworn insurance valuation was obtained by the owners corporation in 2020.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 11				
Maintenance Plan	Ordinary Resolution Submitted by Strata Manager			
To resolve that the Owners Corporation, implement an approved Maintenance Plan.				
It was resolved to consider this motion at the next AGM.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 12				
General Repairs and Maintenance	Ordinary Resolution Submitted by Strata Manager			
To table any new repairs or maintenance requests.				
No general repair and maintenance items were tabled to the meeting.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 13				
Occupational Health and Safety	Ordinary Resolution Submitted by Strata Manager			
The Owners Corporation may wish to obtain an OHS report. Alternatively, The Owners Corporation will agree to monitor the common areas themselves & report any issues, should they arise.				
The owners corporation has reviewed the safety of the workplace and agree there are no hazards to its knowledge. It was resolved that the Owners Corporation shall continue to monitor the safety of the common areas and take all necessary action to maintain a safe environment.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0



Motion 14				
Appointment of Manager	Ordinary Resolution Submitted by Adjudicator			
That the owners corporation resolve by ordinary resolution pursuant to section 119 of the Owners Corporation Act to re-appoint Strata Plan Pty Ltd as the manager of the Owners Corporation.				
It was resolved for Strata Plan to continue managing the owners corporation until further notice.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 15				
Budget & Fees	Ordinary Resolution Submitted by Strata Manager			
The annual budget for the year ahead is attached within this motion and will be tabled for approval.				
It was resolved that the owners corporation annual budget be set and levied at \$6,673.77 effective from 1 July 2023 and shall continue until the next annual general meeting.				
The fees will be levied based on lot liability as per the Plan of Subdivision. Whereas levies already issued for this fiscal year are based on the previously approved budget, any amendments to the budget will be distributed pro rata over the remaining quarter(s) of this fiscal year. whereas the annual budget fees are payable quarterly in advance due by 1st January, April, July and October.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

Motion 16				
Election of Committee & Chairperson	Ordinary Resolution Submitted by Strata Manager			
The Owners Corporation calls for nominations for its members to join the committee.				
It was resolved that Wei Lin be elected as chairperson and Madhusudan Setty be elected to the committee of the owners corporation.				
<u>Important information for the chairperson and committee members</u> It was resolved that the committee & chairperson may communicate and make decisions by electronic methods such as email. Your role is to act in good faith, make decisions on behalf of all owners, manage the operations of the owners corporation, and instruct the manager or relevant parties accordingly. All instructions to the manager should be via your chairperson after deliberation by all committee members. The committee requires a majority of its members' consent to a proxy of a member, to vote at any committee meetings. Any committee member who is in arrears is temporarily suspended from their role until all arrears have been paid in full.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0



Motion 17				
General Business	Ordinary Resolution Submitted by Strata Committee			
The meeting calls for any general business items that have not otherwise been discussed in this meeting.				
No general business items were tabled to the meeting.				
VOTES	Yes: 2	No: 0	Abs: 0	Inv: 0

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

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

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

3.3 Damage to common property

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

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

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

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

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

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

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

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

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

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

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

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

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

OWNERS CORPORATION CERTIFICATE

Section.151 Owners Corporation Act 2006 and
Reg.11 Owners Corporations Regulations 2007



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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.

From www.planning.vic.gov.au at 23 April 2024 02:44 PM

PROPERTY DETAILS

Address: **2/28 YORK STREET GLENROY 3046**
Lot and Plan Number: **Lot 2 PS711243**
Standard Parcel Identifier (SPI): **2\PS711243**
Local Government Area (Council): **MERRI-BEK**
Council Property Number: **1000032709**
Planning Scheme: **Moreland**
Directory Reference: **Melway 16 E2**

www.moreland.vic.gov.au

[Planning Scheme - Moreland](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **BROADMEADOWS**

OTHER

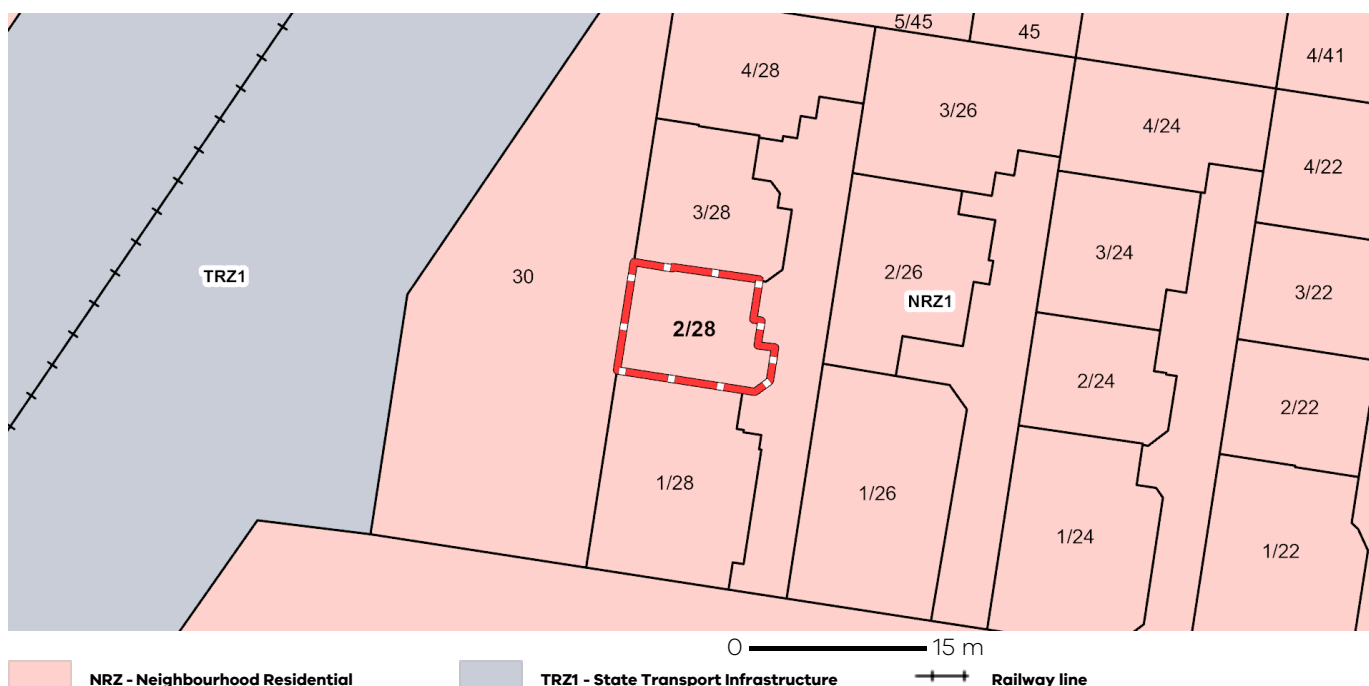
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

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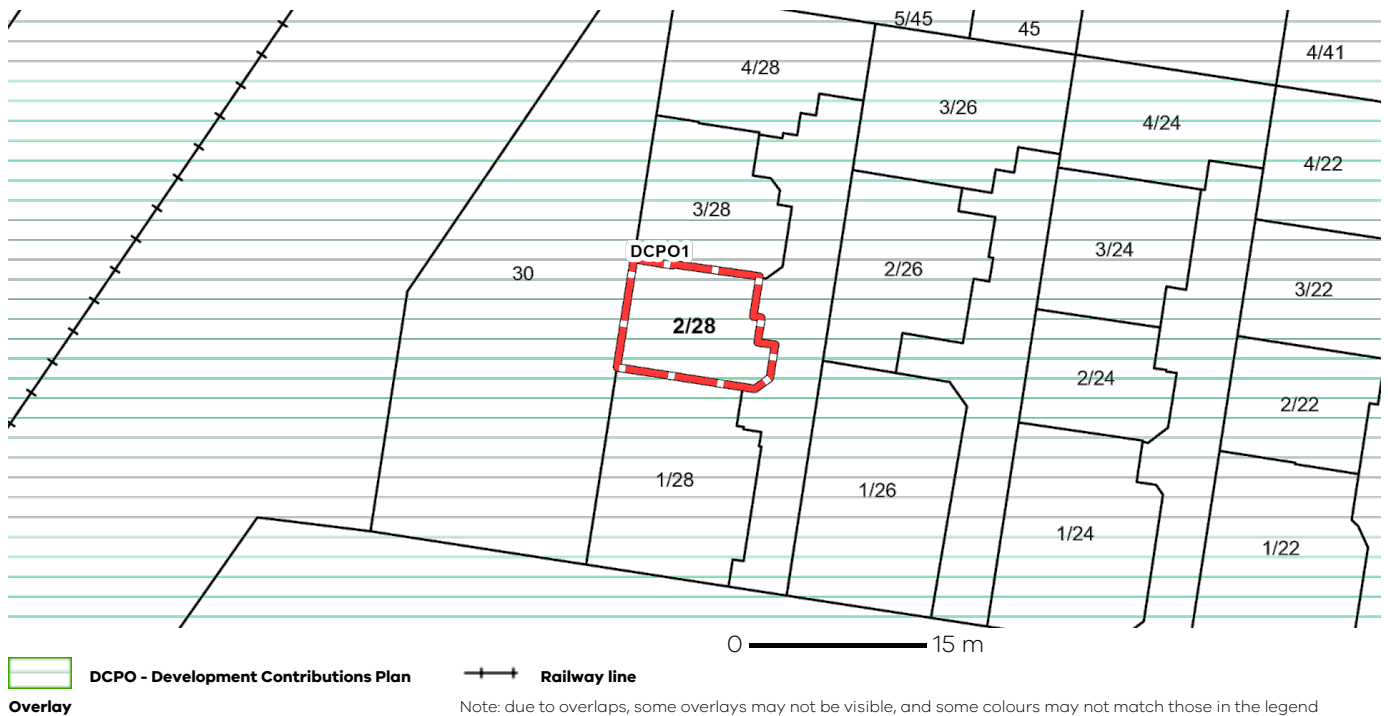
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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 apply to 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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))