

CONTRACT OF SALE OF REAL ESTATE

VENDOR: Candice Caitlin Black

PROPERTY: Unit 219, 187 Reynolds Road, Doncaster East 3109



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**solarWARNING 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 REAL ESTATE*

Property address: Unit 219, 187 Reynolds Road, Doncaster East 3109

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 in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

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 name(s) of person(s) signing _____

State nature of authority if applicable _____

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

SIGNED BY THE VENDOR _____ on ____/____/2024

Print name(s) of person(s) signing Candice Caitlin Black

State nature of authority if applicable _____

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off 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 or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

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

Tel: 9894 2044

Ref: Anthony Molinaro

Email: blackburn@obre.com.au

VENDOR

Candice Caitlin Black of Unit 219, 187 Reynolds Road, Doncaster East 3109

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

MSL Lawyers of P O Box 40, Abbotsford 3067

Tel: 9349 4470

Fax: 9349 4476

Ref: 243678

Email: LHaramis@msllawyers.com.au

PURCHASER

.....
of

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

.....
of

Tel: Fax: Ref: Email:

LAND (general conditions 3 and 9)

The land is described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 as:

Lot 156 on Plan of Subdivision No 649592B being all that piece of land more particularly described in Certificate of Title Volume 11578 Folio 924

The land includes all improvements and fixtures

PROPERTY ADDRESS

The address of the land is: **Unit 219, 187 Reynolds Road, Doncaster East 3109**

GOODS SOLD WITH THE LAND (general condition 2.3(f))

All fixed floor coverings, light fittings and all fixtures and fittings of a permanent nature excluding floating shelves in the living room and tv bracket in the master bedroom

PAYMENT (general condition 11)

PRICE \$.....

DEPOSIT \$_____ 10% on the signing hereof or by / /2024
(of which \$_____ has been paid)

BALANCE \$_____ payable at settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

If this 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 or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 10)

Is due 30/60/90 days from the date hereof or on/...../2024 or earlier by agreement

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (refer to general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:.....

Loan amount: \$.....

Approval date:/...../20.....

BUILDING REPORT

Special Condition 6 applies only if the box is checked

PEST REPORT

Special Condition 7 applies if the box is checked

SPECIAL CONDITIONS

This contract does not include any Special Conditions unless the words '**Special Conditions**' appear in this box:

Special Conditions

1. Amendments to General Conditions

1.1 Amendment to General Condition 2.1:

GC2.1 is replaced with the following:

The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980* prior to the revocation of the *Estate Agents (Contracts) Regulations 2008* on 11 August 2018.

1.2 Payment

General Condition 11 is replaced with the following:

11.1 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.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; 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.

11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

11.7 Before the funds are electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

11.9 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.

11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

1.3 Acceptance of title

General Condition 12.4 is added:

12.4 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.

1.4 Tax Invoice

General Condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

1.5 Loan

General Condition 14.2(e) is added:

- 14.2(e) provides the purchaser with a letter from its lender evidencing that the loan has not been approved.

1.6 Adjustments

General Condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certifications and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

1.7 Service

General Condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

1.8 Notices

General Condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.

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

This General Condition does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act* 1962 applies.

1.9 Amendments to General Condition 23

For the purposes of General Condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G or 10H of the *Sale of Land Act* 1962 applies.

1.10 Amendments to General Condition 28.4

- (a) General Condition 28.4(a) is amended by deleting the words “the deposit up” and replacing with the words “an amount equal”;
- (b) General Condition 28.4(d) is amended by inserting the words “save for an amount equal to 10% of the price that is forfeited to the vendor as the vendor’s absolute property” after the word “damages” on the last line of General Condition 28.4(d).

2. Electronic Signature

- 2.1 In this Special 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.
- 2.2 The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.
- 2.3 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.
- 2.4 This Contract may be electronically signed in any number of counterparts which together with constitute the one document.
- 2.5 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.
- 2.6 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 the Contract.

3. GST Withholding

No

- 3.1 This Special Condition only applies if the word “Yes” is marked in the above box. If the word “No” is marked, then the purchaser is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act* 1993 (Cth) in relation to the above supply and this Special Condition does not apply.
- 3.2 In this Special Condition, section references are to Schedule 1 of the *Taxation Administration Act* 1953 (Cth) as amended by *Treasury Laws Amendment (2018 Measures No 1) Act* 2018 (Cth) and asterisked terms have the same meanings as when used in that schedule.
- 3.3 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least 7 days prior to settlement.
- 3.4 If section 14-250 requires the recipient of supply to withhold an amount (**Withholding Sum**) from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
 - (a) complete and lodge such online notification forms as the Commissioner may require, to enable payment of the withholding sum; and
 - (b) ~~at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum; or~~
 - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner;

except where the purchaser has complied with sub-paragraph (b) or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the Withholding Sum as soon as practicable after payment.

- 3.5 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the Withholding Sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 3.6 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 3.7 Except as expressly set out in this Special Condition, the rights and obligations of the parties under this Contract, including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 3.8 In this Special Condition "settlement" means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

4. Foreign resident capital gains withholding

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning this Special Condition unless the context requires otherwise.
- 4.2 Every vendor under this contract is a foreign resident for the purposes of this Special Condition unless the vendor gives the purchaser a special 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.
- 4.3 This Special Condition only applies 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.
- 4.4 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.
- 4.5 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 in this Special Condition; and
 - (b) ensure that the representative does so.
- 4.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special 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 Special 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.
- 4.7 The representative is taken to have complied with the obligations in Special Condition 4.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 4.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 4.9 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.

- 4.10** The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

5. Electronic Conveyancing EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 2 applies, if the box is marked "EC".

- 5.1** This Special Condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 5.2** A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 5.3** Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 5.4** The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 5.5** The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 5.6** Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 5.7** The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 5.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 5.8** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 5.9** The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 5.10** The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

6. Building Report

- 6.1 This Special Condition applies if the applicable box in the Particulars of Sale is checked.
- 6.2 The purchaser may end this Contract within 7 days from the Day of Sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect; and
 - (b) gives the vendor a copy of the report and a written notice ending this Contract; and
 - (c) is not then in default.
- 6.3 All money paid must be immediately refunded to the purchaser if the Contract ends in accordance with this Special Condition.
- 6.4 A notice under this Special 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.
- 6.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

7. Pest Report

- 7.1 This Special Condition applies if the applicable box in the Particulars of Sale is checked.
- 7.2 The purchaser may end this Contract within 7 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 pest infestation affecting the structure of a building on the land; and
 - (b) gives the vendor a copy of the report and a written notice ending this Contract; and
 - (c) is not then in default.
- 7.3 All money paid must be immediately refunded to the purchaser if the Contract ends in accordance with this Special Condition.
- 7.4 A notice under this Special 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.
- 7.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

8. Acknowledgements

- 8.1 The purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected he received a Statement in writing signed by the vendor pursuant to s.32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.
- 8.2 The purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he 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. He agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
- 8.3 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 claims demands in respect thereof.
- 8.4 The purchaser acknowledges and agrees that the purchaser purchases the Property as a result of the purchaser's own inspections and enquiries and in its present condition and state of repair and subject to all faults and defects both latent and patent including the presence of any Hazardous Substances in, on, under or upon the Property.

9. Identity of Property

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser, is identical to that described in the title particulars as the land being sold in the Vendor Statement. 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. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

10. Restrictions

- 10.1** The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements encumbrances and restrictions and all implied easements encumbrances and restrictions and any rights of any other person, whether they are disclosed or not and accepts the location of all buildings. The purchaser shall not make any claim whatsoever in relation thereto.
- 10.2** The Land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.
- 10.3** The purchaser will not make any requisitions or objection, claim, compensation or refuse or delay payment of the Price by reason of any one or more of the following:
- (a) any non-compliance by the Property with any Relevant Laws;
 - (b) any non-compliance by the Property with any Relevant Approvals;
 - (c) the existence of any Hazardous Substances in, on, under or about the Property;
 - (d) the unsuitability of the Property for the purchaser's intended or proposed use.
- 10.4** The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

11. Foreign purchaser

- 11.1** The purchaser warrants that:
- (a) the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
 - (b) if the purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*, the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.
- 11.2** In the event of there being a breach of this warranty, whether deliberate or unintentional, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.
- 11.3** This warranty and indemnity shall not merge on completion of this Contract.

12. Stamp Duty – unequal shares

- 12.1** If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records, at the date of sale, the proportions in which they are buying the property (the proportions).
- 12.2** If the proportions recorded in the transfer of land differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3** The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 12.4** This Special Condition will not merge on completion.

13. Consents

General condition 5 is subject to the purchaser making a request of the vendor to obtain any necessary consents or licences required for this sale no less than 30 days prior to settlement.

14. Guarantee

If the Purchaser is a corporation (other than a corporation listed on the main board of the Australian Securities Exchange), each person who signs this contract on behalf of the Purchaser warrants that he or she is duly authorised to sign this contract on behalf of the purchaser and is personally liable for the due performance of the purchaser's obligations under this contract to the same extent as if that person had signed as purchaser and must ensure that all the directors and all the shareholders of the purchaser execute the Guarantee attached to this Contract and must deliver the executed Guarantee to the vendor's lawyer within 7 days of the day of sale, failing which the purchaser shall be deemed to be in default under this Contract and the vendor shall be entitled to exercise the rights conferred pursuant to the *Transfer of Land* 1958. This Special Condition does not limit the application of General Condition 19.

15. Nomination

- 15.1** The named purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 15.2** If the Purchaser nominates, such nomination can only occur if:
- (a) the purchaser is not in default under this Contract; and
 - (b) notice is given at least 14 days prior to the settlement date; and
 - (c) the purchaser nominates a company, the directors must execute a Guarantee and Indemnity in the form attached to the Contract and provide the vendor's lawyers with an original executed Guarantee and Indemnity simultaneously with the provision of the nomination documents; and
 - (d) the purchaser nominates a trust, the primary beneficiaries of the trust and the directors of any corporate trustee must execute a Guarantee and Indemnity in the form attached to the Contract and provide the vendor's lawyers with an original executed Guarantee and Indemnity simultaneously with the provision of the nomination documents; and
 - (e) the nominee notifies the vendor's lawyers in writing of their residency status and nationality.
- 15.3** If security for the Deposit has been provided by way of bank guarantee, the purchaser must, at the purchaser's cost, if requested by the vendor's lawyers, provide a replacement bank guarantee issued in accordance with the vendor's lawyers requirements, within 14 day of being requested to do so. Failure to provide the replacement bank guarantee in accordance with this special condition will result in the nomination not being accepted by the vendor.

16. Solar Panels

The purchaser acknowledges that the solar panels installed at the apartment complex are owned by the owners corporation and are not owned by the vendor. The vendor does not make any warranties as to the condition of the solar panels or the inverter nor whether they are fit for purpose nor whether there is any benefit derived from the electricity generated. The purchaser acknowledges that the owners corporation derives the benefit of the solar panels and the solar panels do not benefit the vendor nor will they benefit the purchaser following settlement, other than any benefit derived as a member of the owners corporation..

17. Interpretation

- 17.1** If the purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.
- 17.2** Headings are for ease of reference only and do not form part of this Contract.
-

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.

- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 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.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 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 do 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. LOAN

- 14.1 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.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 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.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by –
- post is taken to have been served on the next business day after posting, unless proved otherwise;
 - 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- personally; or
 - by pre-paid post; or
 - in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. NOTICES

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

22. 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.

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- 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
 - 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.
- 23.2 While any money remains owing each of the following applies:
- 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;
 - 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;
 - 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;
 - 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

- 27.1 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.
- 27.2 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.

28. DEFAULT NOT REMEDIED

- 28.1 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.
 - 28.2 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.
 - 28.3 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.
 - 28.4 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.
 - 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE AND INDEMNITY

To: **Candice Caitlin Black** ("the vendor")

IN consideration of the vendor agreeing at the request of _____
[insert name of director]
of _____
[insert address of director]
and _____
[insert name of director]
of _____
[insert address of director]

("the guarantors") to enter into a Contract of Sale with the within named purchaser ("the purchaser") the guarantors DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the vendor the due and punctual payment by the purchaser to the vendor of all the purchase monies, interest and other monies payable by the purchaser to the vendor under or pursuant to the within Contract of Sale ("the monies hereby secured") and ALSO the due performance and observance by the purchaser of all and singular the covenants, provisions and stipulations contained or implied in the within named Contract of Sale and on the part of the purchaser to be performed and observed and DO HEREBY ACKNOWLEDGE that this guarantee is given upon and subject to and with the benefit of the following conditions:

1. The vendor shall have the fullest liberty, without affecting this guarantee, to postpone for any time and from time to time and to exercise all or any of the powers, rights, authorities and discretions conferred by the within Contract of Sale and to exercise the same at any time and in any manner and either to enforce or forebear to enforce the agreements for payments by the purchaser of the monies hereby secured or any other remedies or securities available to the vendor and the guarantors shall not be released by any exercise by the vendor of his liberty with reference to the matters aforesaid or any of them or by any time being given to the purchaser or by any other thing whatsoever which, under the law relating to sureties would, but for this provision, have the effect of so releasing the guarantors.
2. This guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.
3. This guarantee shall bind the respective successors of the guarantors and shall not be determined by the death of either of the guarantors and shall bind their respective legal personal representatives.
4. This guarantee shall not be affected or prejudiced by any variation or modification of the terms of the within Contract of Sale.
5. This guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the vendor or by any loss by the vendor of any such collateral or other security or by the vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the monies at any time owing by the purchaser to the vendor or by any laches or mistakes on the part of the vendor.
6. Until the vendor shall have received all monies hereby secured, neither of the guarantors shall be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of the winding up of the purchaser and in the event of the purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed of arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs, then neither of the guarantors shall be entitled to prove or claim in the liquidation of the purchaser in competition with the vendor so as to diminish any dividend or payment which, but for such proof, the vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the vendor may receive from such winding up shall not prejudice the right of the vendor to recover from the guarantors, to the full amount of this guarantee, the monies hereby secured.
7. Any demand or notice to be made upon the guarantors or any of them, by or on behalf of the vendor, shall be deemed to be duly made if the same be in writing and signed by the vendor or by any of the principals for the time being of MSL Lawyers of Suite 3.01, 17 Yarra Street, Abbotsford, Victoria or by any other person duly authorised by the vendor to make such a demand on behalf of the vendor and the same may be left at or sent through the post in a prepaid letter addressed to the guarantors concerned at their address last known to the vendor. Any such demand or notice sent by post shall be deemed to have been duly delivered or served at the expiration of 48 hours from the time of its posting, notwithstanding that it may subsequently be returned through the post office unclaimed.

- 8. This guarantee shall enure for the benefit of the vendor and its successors and transferees.
- 9. For the consideration aforesaid and as a separate severable and additional covenant, the guarantors **HEREBY JOINTLY AND SEVERALLY AGREE** to indemnify and at all times hereafter to keep indemnified the vendor from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties, taxes or other outgoings of whatever nature which the vendor may incur by reason of any default on the part of the purchaser in relation to the within Contract of Sale.
- 10. If any payment made to the vendor by or on behalf of the purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this guarantee or the vendor's rights to recover such payment from the guarantors pursuant hereto, with the intent that the vendor shall, with respect to its right to recover pursuant to this guarantee the monies hereby secured, be restored to the same position in which it would have been had such payment not been made.

Date: 2024

Signed, sealed and delivered by the said)

_____)
[insert name])
in Victoria in the presence of:)

_____)
Signature of guarantor

Witness: _____

Print name: _____

Address: _____

Signed, sealed and delivered by the said)

_____)
[insert name])
in Victoria in the presence of:)

_____)
Signature of guarantor

Witness: _____

Print name: _____

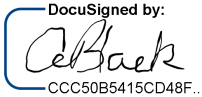
Address: _____

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 219, 187 Reynolds Road, Doncaster East 3109	
Vendor's Name	Candice Caitlin Black	Date / / 25/3/2024
Vendor's Signature		
Purchaser's Name		Date / /
Purchaser's Signature		Authority of signatory
Purchaser's Name		Date / /
Purchaser's Signature		Authority of signatory

1. FINANCIAL MATTERS

- 1.1 **Particulars of any rates, taxes, charges or other similar outgoings** (and any interest on them) are as contained in the enclosed certificates.

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge (other than the GST payable in accordance with the Contract) which are not included in Item 1.1 above.

- 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 a 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 receipt 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 and Other Similar Restrictions**

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached copy title documents and are as follows:

Sewers/drains/water pipes/electrical and telephone services (if any) as may be laid outside registered easements.

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto.

The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract; otherwise the purchaser accepts the location of all buildings and shall not make any claims in relation thereto.

If any part of the property sold is affected by an Owners Corporation the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or the Subdivision Act 1989 and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction as are follows:

None as far as the vendor is aware.

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

If the land is in an area designated as a bushfire prone area under section 192A of the *Building Act* 1993, a statement that the land is in such an area is attached, if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by law-contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection, nor be entitled to any compensation from the vendor in respect thereof.

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:

None that the vendor is aware.

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:

None that the vendor is aware.

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:

None that the vendor is aware.

The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

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) are as contained in the enclosed copy letter from City of Manningham dated 14 March 2024.

The purchaser acknowledges that he has purchased the property as a result of his own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendor's title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.
Not applicable.

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.
Not applicable.

8. SERVICES

The services which are marked with an “X” in the accompanying square are NOT connected to the land.

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

The purchaser acknowledges that it is the purchaser’s responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require. Unless the purchaser contacts the supply authority and takes over the existing service, a final reading will be obtained and the services disconnected on the settlement date. It is the purchaser’s responsibility to pay all costs of and incidental to the connection or reconnection of the services. Some services may also be available from more than one supplier.

9. TITLE

Attached are copies of the following documents:

Registered Title

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

10. SUBDIVISION

10.1 Unregistered subdivision

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

10.2 Staged subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.
Not applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.
Not applicable.

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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 2000m²; (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

Due Diligence Checklist issued by Consumer Affairs Victoria attached.

13. SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building regulations 1994 and in particular Regulations 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

14. ATTACHMENTS

[List any other attachments to be included in the section 32 here]

- City of Manningham Land Information Certificate**
- Yarra Valley Water Information Statement**
- Land Tax Certificate**
- Owners Corporation Certificate**
- Planning Certificate**
- City of Manningham Building Approvals**

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

VOLUME 11578 FOLIO 924

Security no : 124113330253V
Produced 12/03/2024 01:12 PM

LAND DESCRIPTION

Lot 156 on Plan of Subdivision 649592B.
PARENT TITLE Volume 11456 Folio 517
Created by instrument PS649592B Stage 2 19/06/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CANDICE CAITLIN BLACK of UNIT 216 187 REYNOLDS ROAD DONCASTER EAST VIC 3109
AQ254027A 15/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT585131G 08/09/2020
COMMONWEALTH BANK OF AUSTRALIA

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 PS649592B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 219 187 REYNOLDS ROAD DONCASTER EAST VIC 3109

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 08/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS649592B
OWNERS CORPORATION 4 PLAN NO. PS649592B



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

Page 2 of 2

DOCUMENT END



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Document Identification	PS649592B
Number of Pages (excluding this cover sheet)	12
Document Assembled	12/03/2024 13:12

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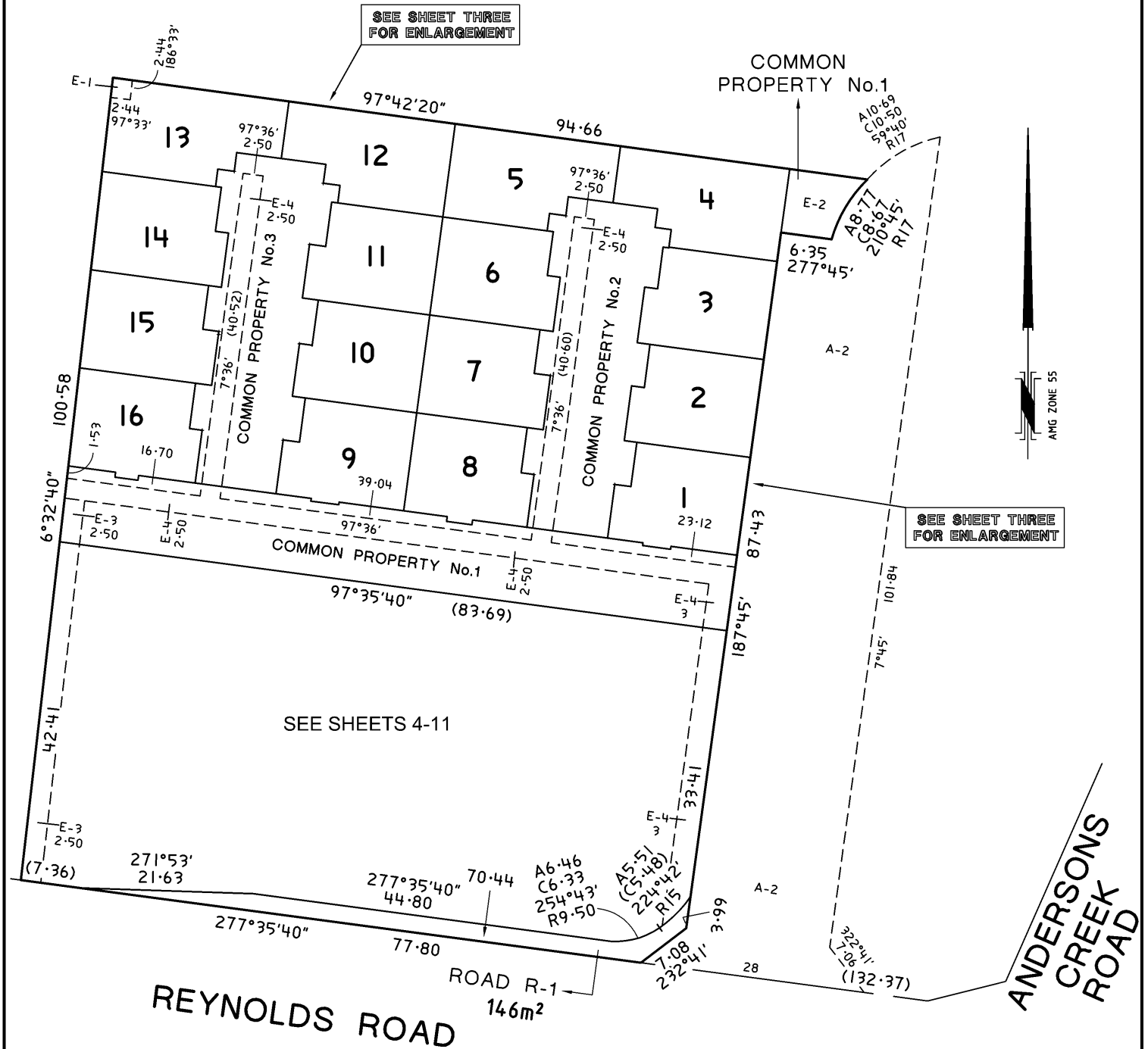
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PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 649592 B



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 Phone: (03) 9735 4888
 Fax: (03) 9735 1473
 Email: jca@jchivers.com.au
 www.jchivers.com.au
 A.B.N. 75 083 816 915



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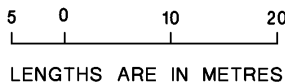
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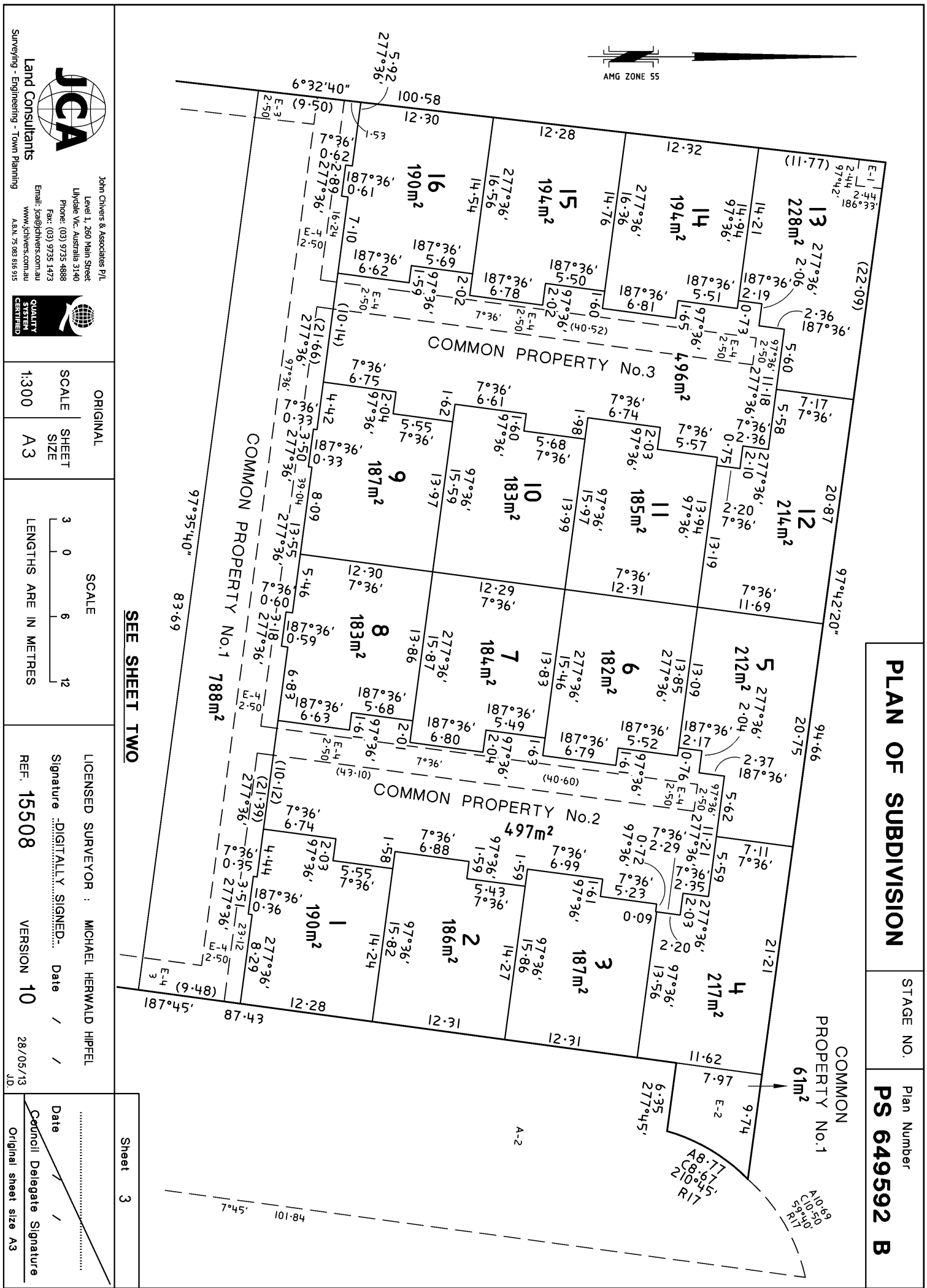
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 REF. 15508 VERSION 10 28/05/13 J.D.

Date / /
 Council Delegate Signature
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PLAN OF SUBDIVISION	STAGE NO.	Plan Number
		PS 649592 B

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VERSION 10

28/05/13

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Date / /

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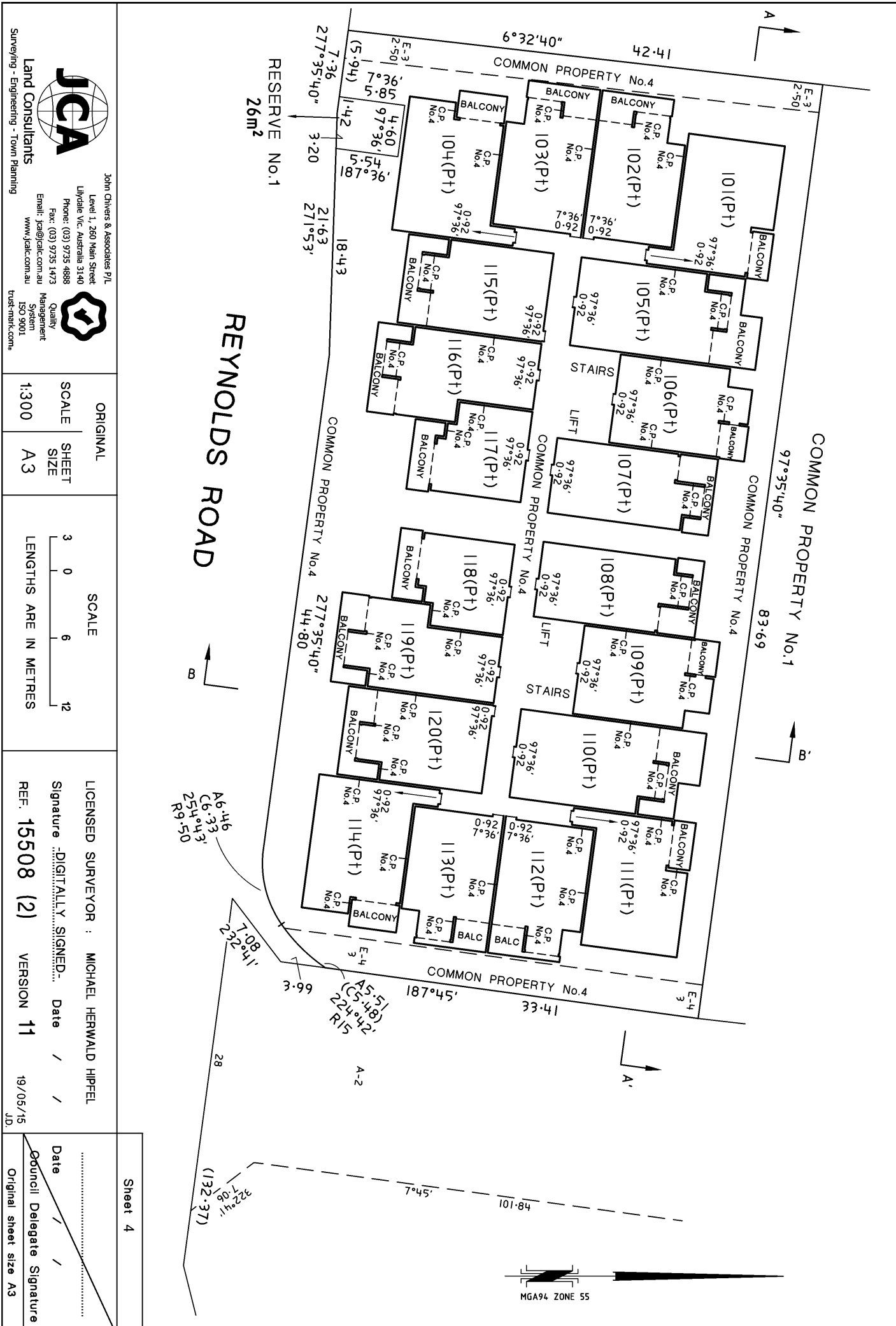
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DIAGRAM 1
GROUND FLOOR & GROUND STOREY

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 649592 B



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19/05/15 J.D.

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Date / /

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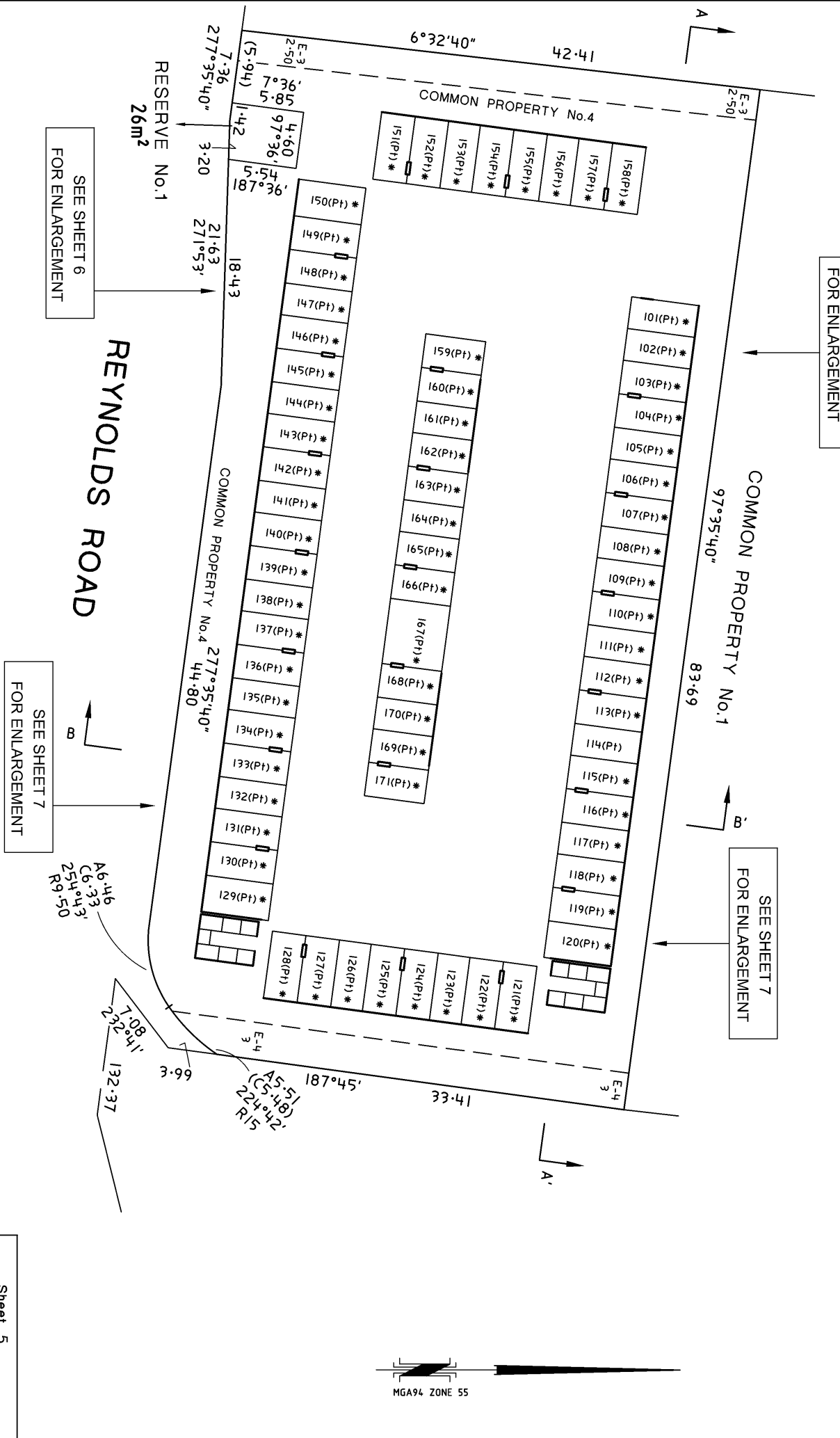
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**DIAGRAM 2
BASEMENT LEVEL**

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 649592 B



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Date / /

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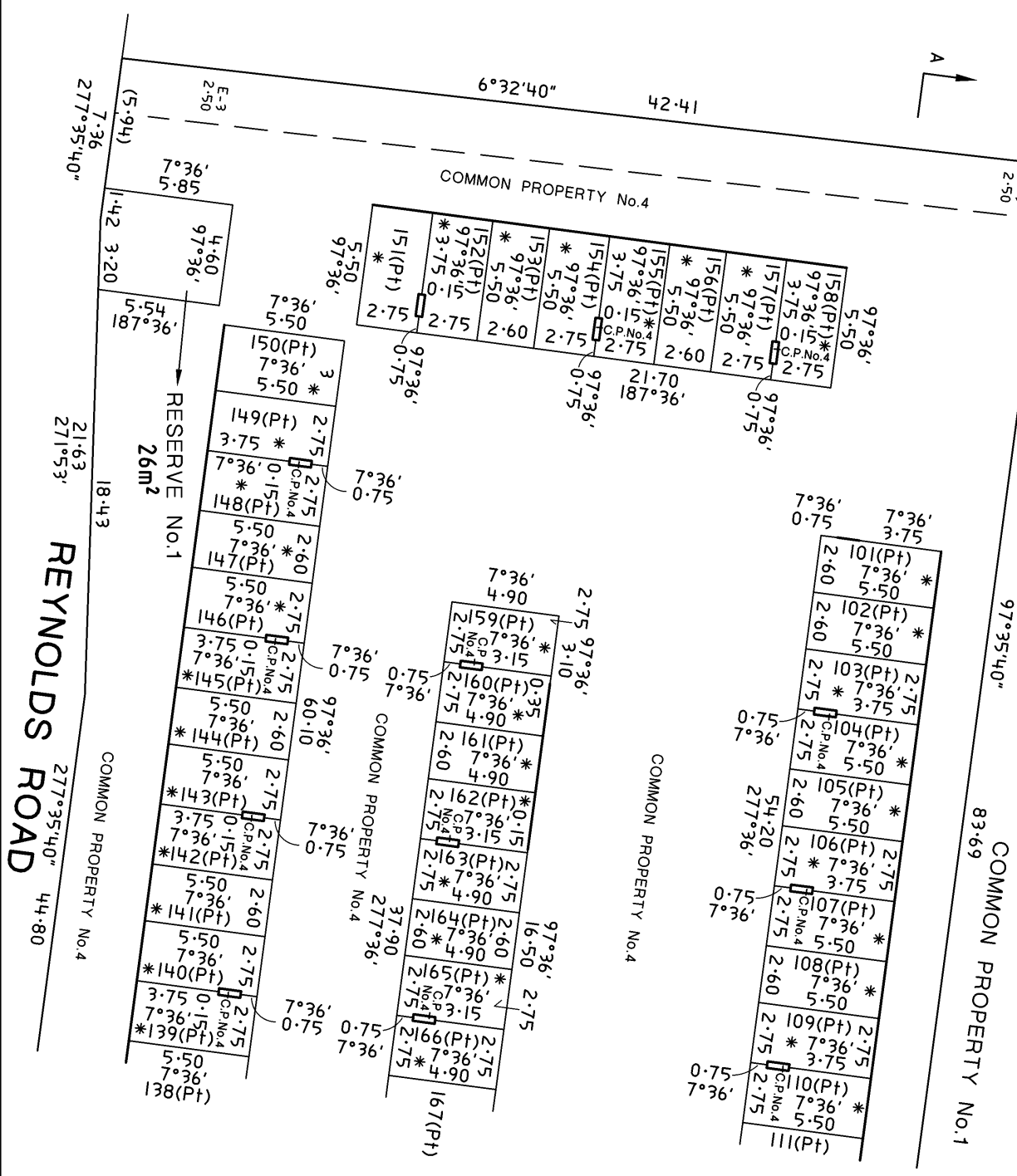


**DIAGRAM 2A
BASEMENT LEVEL**

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 649592 B



SEE SHEET 7



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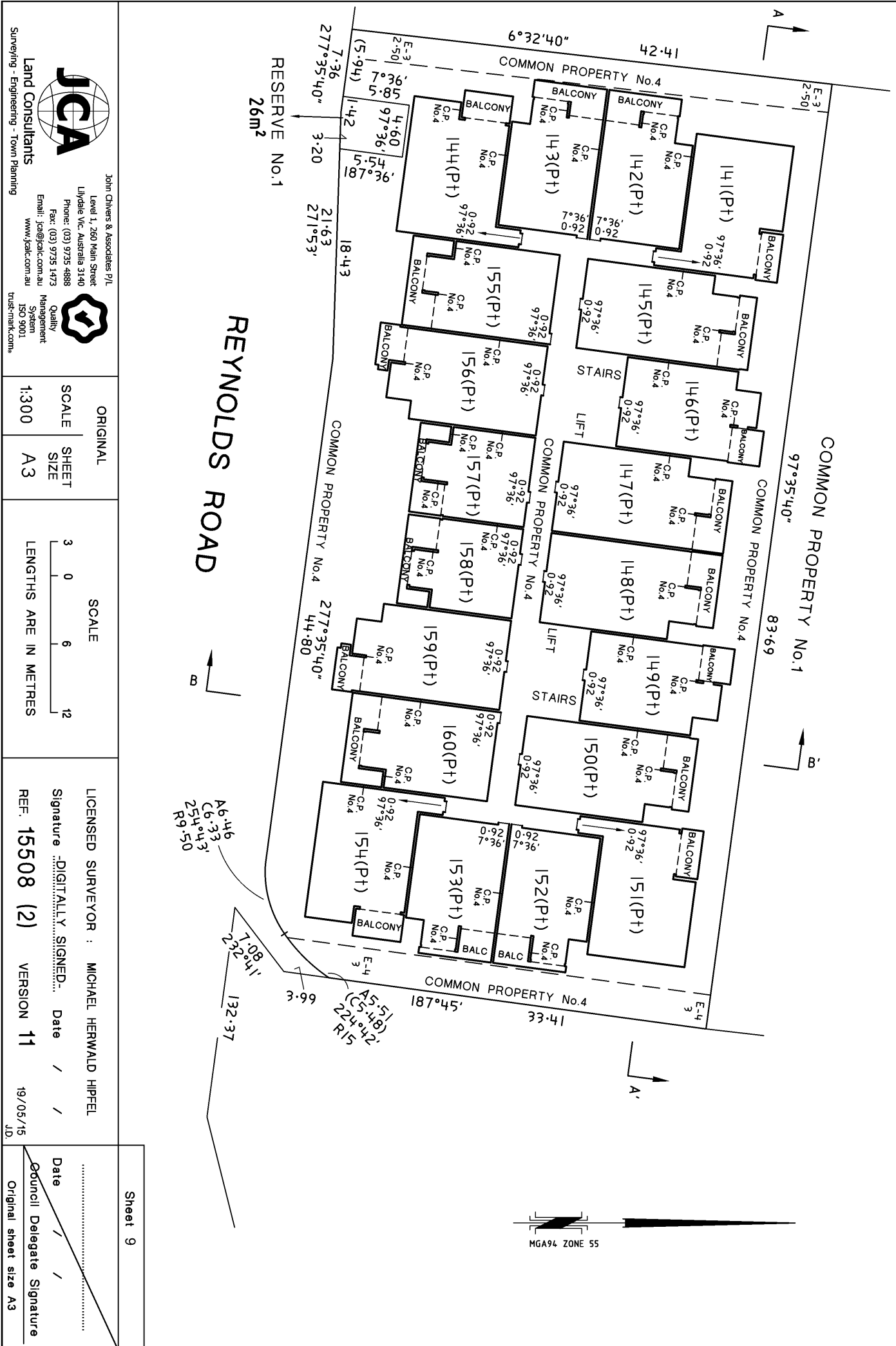
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**DIAGRAM 4
SECOND FLOOR**

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
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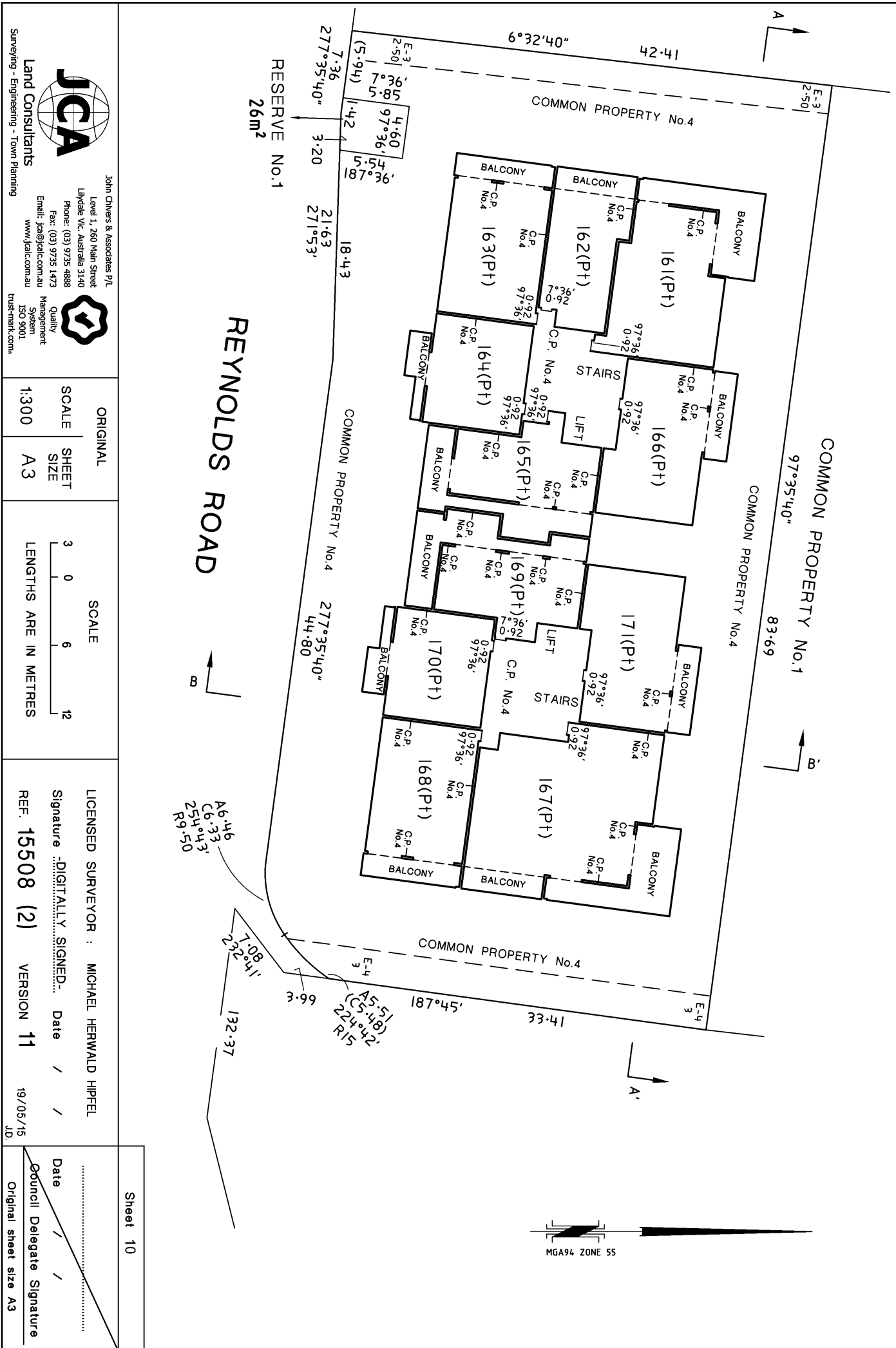


**DIAGRAM 5
THIRD STOREY - TOPMOST STOREY**

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 649592 B



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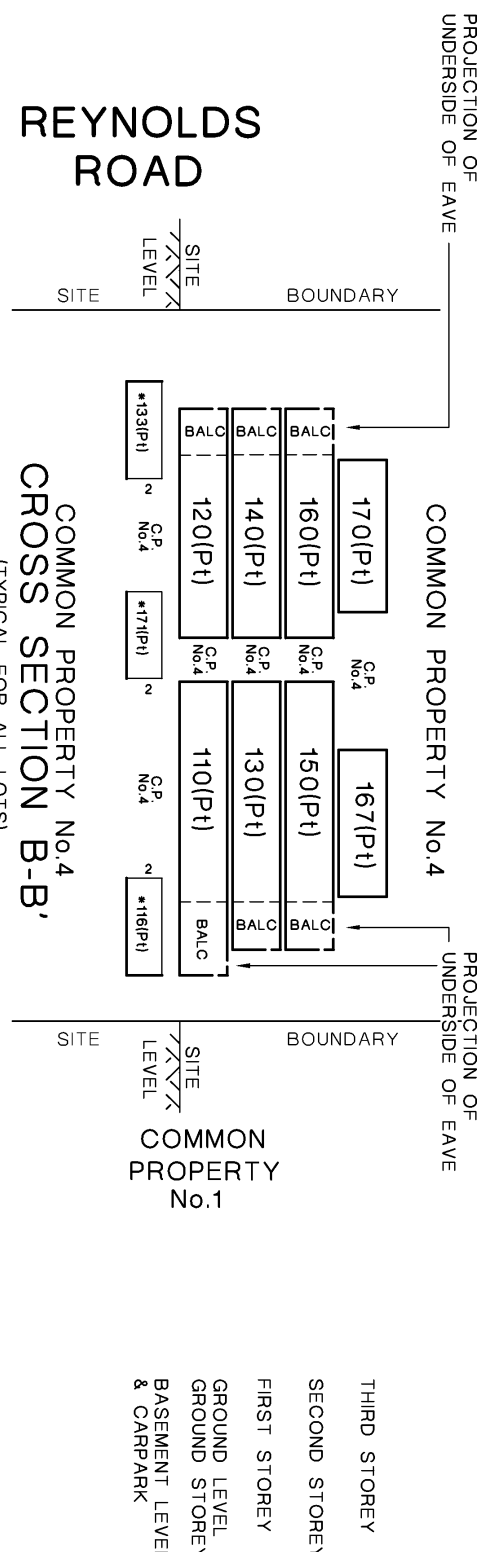
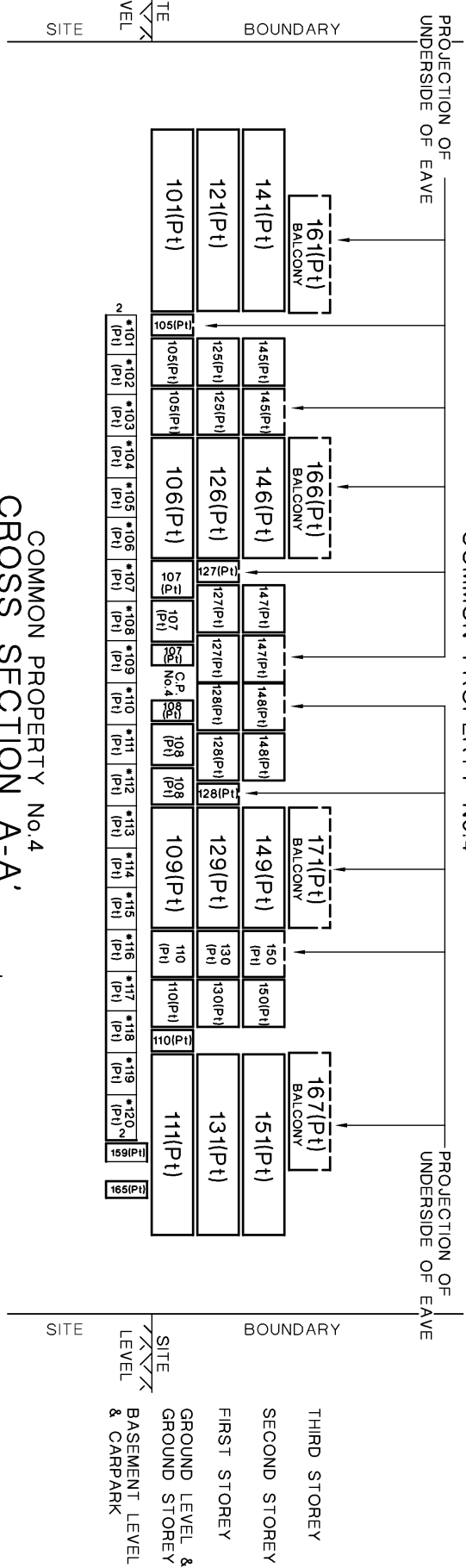
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LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL
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Plan Number



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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS649592B

The land in PS649592B is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1 - 16, 101 - 171.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OFFICE 10 857 DONCASTER ROAD DONCASTER EAST VIC 3109

OC020097T 12/11/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC020097T 12/11/2013

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	190	190
Lot 2	186	186



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS649592B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3	189	189
Lot 4	217	217
Lot 5	213	213
Lot 6	182	182
Lot 7	185	185
Lot 8	183	183
Lot 9	186	186
Lot 10	182	182
Lot 11	185	185
Lot 12	214	214
Lot 13	228	228
Lot 14	194	194
Lot 15	194	194
Lot 16	189	189
Lot 101	120	120
Lot 102	111	111
Lot 103	112	112
Lot 104	126	126
Lot 105	138	138
Lot 106	107	107
Lot 107	111	111
Lot 108	110	110
Lot 109	107	107
Lot 110	139	139
Lot 111	120	120
Lot 112	112	112
Lot 113	113	113
Lot 114	125	125
Lot 115	117	117



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS649592B**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 116	131	131
Lot 117	89	89
Lot 118	90	90
Lot 119	117	117
Lot 120	117	117
Lot 121	121	121
Lot 122	112	112
Lot 123	111	111
Lot 124	125	125
Lot 125	129	129
Lot 126	108	108
Lot 127	132	132
Lot 128	132	132
Lot 129	110	110
Lot 130	129	129
Lot 131	121	121
Lot 132	111	111
Lot 133	112	112
Lot 134	126	126
Lot 135	116	116
Lot 136	123	123
Lot 137	95	95
Lot 138	94	94
Lot 139	123	123
Lot 140	117	117
Lot 141	120	120
Lot 142	112	112
Lot 143	112	112
Lot 144	125	125



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS649592B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 145	129	129
Lot 146	109	109
Lot 147	128	128
Lot 148	129	129
Lot 149	109	109
Lot 150	130	130
Lot 151	121	121
Lot 152	112	112
Lot 153	111	111
Lot 154	126	126
Lot 155	117	117
Lot 156	122	122
Lot 157	95	95
Lot 158	97	97
Lot 159	121	121
Lot 160	115	115
Lot 161	177	177
Lot 162	100	100
Lot 163	134	134
Lot 164	107	107
Lot 165	139	139
Lot 166	140	140
Lot 167	277	277
Lot 168	134	134
Lot 169	140	140
Lot 170	107	107
Lot 171	140	140
Total	11711.00	11711.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS649592B

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 12/03/2024 01:12:02 PM

**OWNERS CORPORATION 4
PLAN NO. PS649592B**

The land in PS649592B is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 101 - 171.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

187-191 REYNOLDS ROAD DONCASTER EAST VIC 3109

OC026363R 19/06/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC026364P 19/06/2015

Additional Owners Corporation Information:

OC026363R 19/06/2015

Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 101	120	120
Lot 102	111	111
Lot 103	112	112
Lot 104	126	126
Lot 105	138	138
Lot 106	107	107



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/03/2024 01:12:02 PM

**OWNERS CORPORATION 4
PLAN NO. PS649592B**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	111	111
Lot 108	110	110
Lot 109	107	107
Lot 110	139	139
Lot 111	120	120
Lot 112	112	112
Lot 113	113	113
Lot 114	125	125
Lot 115	117	117
Lot 116	131	131
Lot 117	89	89
Lot 118	90	90
Lot 119	117	117
Lot 120	117	117
Lot 121	121	121
Lot 122	112	112
Lot 123	111	111
Lot 124	125	125
Lot 125	129	129
Lot 126	108	108
Lot 127	132	132
Lot 128	132	132
Lot 129	110	110
Lot 130	129	129
Lot 131	121	121
Lot 132	111	111
Lot 133	112	112
Lot 134	126	126
Lot 135	116	116



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 4
PLAN NO. PS649592B**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 136	123	123
Lot 137	95	95
Lot 138	94	94
Lot 139	123	123
Lot 140	117	117
Lot 141	120	120
Lot 142	112	112
Lot 143	112	112
Lot 144	125	125
Lot 145	129	129
Lot 146	109	109
Lot 147	128	128
Lot 148	129	129
Lot 149	109	109
Lot 150	130	130
Lot 151	121	121
Lot 152	112	112
Lot 153	111	111
Lot 154	126	126
Lot 155	117	117
Lot 156	122	122
Lot 157	95	95
Lot 158	97	97
Lot 159	121	121
Lot 160	115	115
Lot 161	177	177
Lot 162	100	100
Lot 163	134	134
Lot 164	107	107



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/03/2024 01:12:02 PM

**OWNERS CORPORATION 4
PLAN NO. PS649592B**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 165	139	139
Lot 166	140	140
Lot 167	277	277
Lot 168	134	134
Lot 169	140	140
Lot 170	107	107
Lot 171	140	140
Total	8594.00	8594.00

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

Statement End.

MANNINGHAM CITY COUNCIL
 PHONE: 9840 9333
 EMAIL : MANNINGHAM@MANNINGHAM.VIC.GOV.AU
 DX 30403, DONCASTER
 PO Box 1, DONCASTER 3108



LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuation, rates, charges, fire services property levies, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Landata** Issue Date: **12/03/2024**
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Customer Reference: **243678 219,187 Reynolds Road** Certificate No: **LICe24/00873**
 Agent Reference: **72125718-027-6** Property ID: **774828**

Property Location: **Apt 219/187 Reynolds Road DONCASTER EAST VIC 3109**

Property Description: **Lot 156 PS 649592B Vol 11578 Fol 924**

Site Value: **\$92500** Capital Improved Value: **\$540000** Net Annual Value: **\$27000**

Level of Valuation: **01-01-2023** Effective Date of Valuation: **01-07-2023**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.00155331**

RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2024

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

Rates & Charges		
Arrears	\$0.00	
General Rates	\$838.70	
Fire Services Levy	\$149.80	
Payments	\$-741.50	
Rates & Charges Balance		\$247.00
Total Balance Outstanding		\$247.00

Rate Balance Update: Online: <https://www.manningham.vic.gov.au/rates-balance>

For the most up to date balance, please check online after 11am.

Please contact Manningham Council on 9840 9333 to obtain an update if any of the following apply:

Arrears owing, other charges owing besides Rates (ie. Special Rates, Fire Hazard etc), pending subdivision.

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner **MUST PAY** all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

BPay payment details are provided on page 2 of certificate.

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **Apt 219/187 Reynolds Road DONCASTER EAST VIC 3109**

Property ID: **774828**

Certificate No.: **LICe24/00873**

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other (If Applicable)

Strata unit or flat

Important Notes:

1. **This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.**
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the **Planning and Environment Act 1987** to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2023 to 30/06/2024 on 27 June 2023.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levy or charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2023; 30/11/2023; 28/02/2024; 31/05/2024.**

For further information, please contact Revenue Services on ☎ (03) 9840 9333

Receipt for the sum of \$28.90 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



Authorised Officer

Payment details:

	Billers Code: 1099 Ref: 1007748288
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

12th March 2024

MSL Lawyers C/- LANDATA
LANDATA

Dear MSL Lawyers C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	219/187 REYNOLDS ROAD DONCASTER EAST 3109
Applicant	MSL Lawyers C/- LANDATA LANDATA
Information Statement	30834685
Conveyancing Account Number	7959580000
Your Reference	243678 219,187 Reynolds Road

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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

Yarra Valley Water Property Information Statement

Property Address	219/187 REYNOLDS ROAD DONCASTER EAST 3109
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	219/187 REYNOLDS ROAD DONCASTER EAST 3109
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

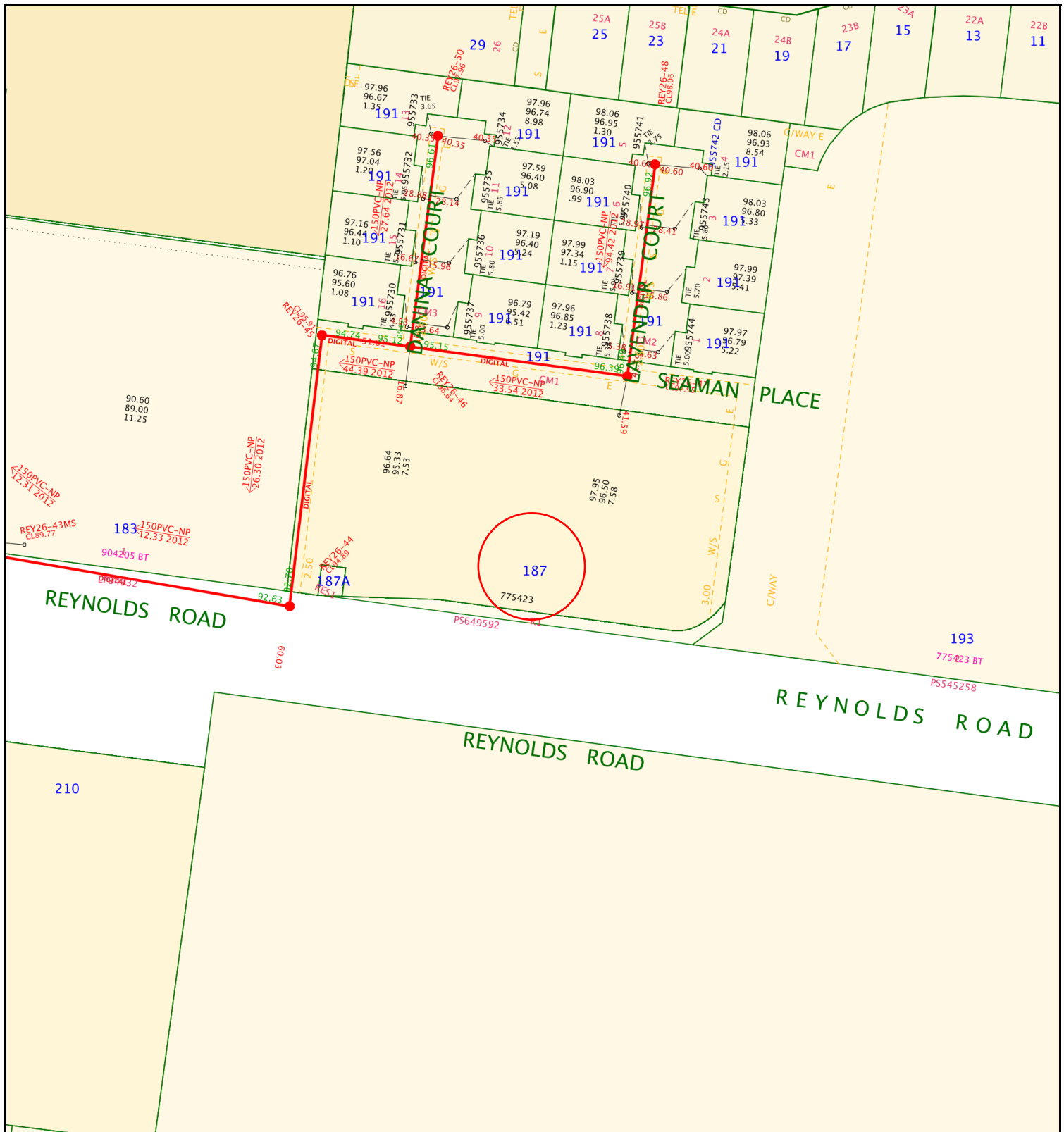
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30834685**

Address	219/187 REYNOLDS ROAD DONCASTER EAST 3109	
Date	12/03/2024	
Scale	1:1000	



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



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ABN 93 066 902 501

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Mitcham Victoria 3132

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

MSL Lawyers C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3597049010
Rate Certificate No: 30834685

Date of Issue: 12/03/2024
Your Ref: 243678 219,187 Reynolds Road

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 219/187 REYNOLDS RD, DONCASTER EAST VIC 3109	156\PS649592	5035927	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 17.000000kL x \$3.34380000 = \$56.84</i> Estimated Average Daily Usage \$0.60	27-10-2023 to 30-01-2024	\$56.84	\$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$0.00
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$0.00
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

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

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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

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

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

Property No: 5035927

Address: APT 219/187 REYNOLDS RD, DONCASTER EAST VIC 3109

Water Information Statement Number: 30834685

HOW TO PAY



Bill Code: 314567
Ref: 35970490100

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



**MELBOURNE
WATER**

Making greater Melbourne even greater

25 March, 1993

Our Ref: PS775423/1

Matville Pty Ltd
PO Box 1399
DONCASTER EAST 3109

Eng: Inspectors
Tel: 872-1231

Dear Sir / Madam

PROPERTY: 191/197 REYNOLDS ROAD DONCASTER EAST

Items of the sanitary plumbing installation at the above premises require attention as listed below.

As previous requests to engage a licenced person to attend to these items have been ignored, the Corporation at this time intends to note these items as an Encumbrance against your property. This information will be disclosed to prospective purchasers upon application.

This Encumbrance may be cleared by engaging a licensed person to satisfactorily complete the work. Please ensure that the licensed person completes the enclosed form "Notice of Intention to Start Work" and lodges it at this office.

Yours faithfully



SUPERVISOR
BUSINESS SERVICES

Enc

Items Requiring Attention:

- To re-construct the overflow from the evaporative cooler and terminate in an approved manner.
- To provide and install approved type coffee machines.
- To install the atmospheric steamer in an approved manner.
- To re-connect the water supplies to the three glass washing machines in an approved manner.
- To reconstruct the discharge pipes to the two hand basins in the bar areas in approved material.

Property Clearance Certificate

Land Tax



MSL LAWYERS

Your Reference: LD:72125718-022-1.243678 2

Certificate No: 72848515

Issue Date: 12 MAR 2024

Enquiries: ESYSPROD

Land Address: UNIT 219, 187 REYNOLDS ROAD DONCASTER EAST VIC 3109

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42172829	156	649592	11578	924	\$0.00

Vendor: CANDICE BLACK

Purchaser: SALE

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CANDICE CAITLIN BLACK	2024	\$92,500	\$0.00	\$0.00	\$0.00

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

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$540,000

SITE VALUE: \$92,500

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 72848515

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$500.00

Taxable Value = \$92,500

Calculated as \$500 plus (\$92,500 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY	
	Biller Code: 5249 Ref: 72848515
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD	
	Ref: 72848515
Visa or Mastercard	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

Property Clearance Certificate

Windfall Gains Tax



MSL LAWYERS

Your LD:72125718-022-1.243678**Reference:** 219,1**Certificate No:** 72848515**Issue Date:** 12 MAR 2024**Land Address:** UNIT 219, 187 REYNOLDS ROAD DONCASTER EAST VIC 3109

Lot	Plan	Volume	Folio
156	649592	11578	924

Vendor: CANDICE BLACK**Purchaser:** SALE

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:**\$0.00**

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 72848515

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 72848518</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 72848518</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 1 PS 649592B

Address **187-191 Reynolds Road Doncaster East VIC 3109**

This certificate is issued for **Lot 156** on Plan of Subdivision No **649592B**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **15 March 2024**.

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

(a) The current annual fees for the lot are **\$1,058.04*** (Admin-\$1,037.20; Maint-\$20.84) which is payable in six-monthly instalments due every 01 January & 01 July.

***Please note that the annual fees noted above are based on budget for FY 23. Fees are subject to change at next AGM.**

(b) The period for which the fees for the lot have been levied is 01 January 2024 to 30 June 2024.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL*** which is comprised of:

***Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **NIL**

(f) The owners corporation has the following insurance cover:

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0006060335
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$48,916,823
Public Liability Amount:	\$30,000,000
Renewal Date:	1 January 2025

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **NO**

(h) The total funds held by the owners corporation as of **15 March 2024** are **\$37,197.54**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

(j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: **NIL**

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **NIL**

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:

There are no notices or orders as at 15 March 2024.

- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The Owners Corporation is not a party to or aware of any proceedings other than legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners which may occur from time to time.

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 15 March 2024

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi
Owners Corporation Manager
For and on behalf of

Owners Corporation No. 1 PS 649592B



OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 4 PS 649592B

Address **187-191 Reynolds Road Doncaster East VIC 3109**

This certificate is issued for **Lot 156** on Plan of Subdivision No **649592B**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **15 March 2024**.

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

(a) The current annual fees for the lot are **\$3,279.26***(Admin-\$2,498.48, Maint-\$780.78)(Inc GST) which is payable in six-monthly instalments due every 01 January & 01 July.

***Please note that the annual fees noted above are based on budget for FY 23. Fees are subject to change at next AGM.**

(b) The period for which the fees for the lot have been levied is 01 January 2024 to 30 June 2024.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL*** which is comprised of:

***Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **NIL**

(f) The owners corporation has the following insurance cover under **Owners Corporation No. 1**:

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0006060335
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$48,916,823
Public Liability Amount:	\$30,000,000
Renewal Date:	1 January 2025

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **NO**

(h) The total funds held by the owners corporation as of **15 March 2024** are **\$196,129.33**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

- Origin Energy - Embedded Network Deed in place with Origin Energy for the supply and provision of Electricity to the Owners Corporation and lot owners.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

- Origin Energy - Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and Supply Gas of Unmetered Cooker.
- Origin Energy - Embedded Network Deed in place with Origin Energy for the supply and provision of Electricity to the Owners Corporation and lot owners.

- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

There are no notices or orders as at 15 March 2024.

- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The Owners Corporation is not a party to or aware of any proceedings other than legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners which may occur from time to time.

- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

- (p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 15 March 2024

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi
Owners Corporation Manager
For and on behalf of
Owners Corporation No. 4 PS 649592B





AUSTRALIAN BODY CORPORATE

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MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION – PS 649592B – OC1

Reynolds Gardens

- 187-191 Reynolds Rd DONCASTER EAST VIC 3109

Minutes of the Annual General Meeting held at
The Doncaster RSL – Corner of Doncaster Rd & Leeds St, Doncaster East 3109
on **Wednesday 8th March 2023** at 5:00pm

1. Welcome and Appointment of Chairperson

Mr Robert Manfredi of Australian Body Corporate welcomed the members to the Annual General Meeting of OC PS 649592B – OC1 which commenced at 5:05pm.

It was agreed that Mr Robert Manfredi was elected as Chairperson of the meeting and he take the meeting minutes.

- 2.** It was resolved that all OC1, OC2, OC3 and OC4 Annual General Meeting's would proceed concurrently and that specific resolutions would be put to each respective OC when and where required.

3. Noting Attendance, Apologies & Proxies

Present/Proxies

Lot 8 – Hui Dong Niu
Lot 14 – Winston De Penha
Lot 107 – Terri Mackenzie
Lot 122 – Deanna Soutar
Lot 123 – Emma Gibson
Lot 129 – Athena Wicks
Lot 135 – Sheryl Bayliss
Lot 136 – Rosemary John
Lot 137 – Carlo & Bianca Iemmola
Lot 141 – Andrea Lord
Lot 150 – Jean & Vincent Calati
Lot 151 – Anne Every
Lot 158 – Carmela Astone – Andrea Lord as Proxy



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Lot 161 – Bill Davidson
Lot 164 – Tiberio Bello – Anthony Synhur as Proxy
Lot 166 – Anthony & Dorothy Synhur
Lot 167 – Kenneth & Helen Turnham
Lot 171 – Wieneke Hore

Apologies

Lot 140 – Luna Kahwaji & Ghada Mroue

Manager(s) in attendance

Mr Robert Manfredi of Australian Body Corporate

Quorum Present

18 of 87 lots were present which represented 20.69% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present. Therefore, all general resolutions made at the AGM are INTERIM resolutions of the Owners Corporation.

Resolutions become binding on the Owners Corporation 29 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Please note only members who are financial are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

4. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:

Annual General Meeting (30th May 2022)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

5. Reports

- a. **Manager** – The manager tabled a report which was accepted by the members present.
- b. **Committee** – The committee tabled a report which was accepted by the members present. In addition to this report, Ken Turnham thanked Australian Body Corporate (ABC) for their management over the last 12 months. Pointing out ABC's efforts in having the financials audited in a timely manner.



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6. Presentation and Acceptance of previous years financial reports

The manager tabled the financial reports for 2022 financial year that were audited by Willis Partners.

Administration & Sinking Fund

2022

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statement.

It was resolved that the tabled financials give a true & fair view of the Owners Corporation financial position as of 31st December 2022.

7. Owners Corporation Committee

a. **Election** – It was resolved that the following 6 lots be appointed as the Owners Corporation committee.

- Lot 122 – Deanna Soutar
- Lot 123 – Emma Gibson
- Lot 136 – Rosemary John
- Lot 137 – Carmelo Iemmola
- Lot 161 – Bill Davidson
- Lot 167 – Kenneth Turnham

8. Review of Building and Public Liability Cover

The manager noted that the property has building insurance currently held by Owners Corporation PS 649592B – Owners Corporation No.1

Details of the policy are:

CHU

Policy Period 01/01/2023 – 01/01/2024

Policy No.	HU0006060335
Building Coverage	\$46,587,450
Public Liability	\$30,000,000
Fidelity Guarantee	\$250,000
Excess	\$2,500 for any event per event. \$10,000 for fire related claim. \$1,000 for machinery breakdown.



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Financials Services Declaration

Australian Body Corporate, the manager, is an authorised representative of Strata Community Insurance Australia & CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd. The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation **acknowledges** and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.”

Financial Services Guide and Product Disclosure Statement

Please contact our office if you require a copy of the insurers Financial Services Guide & Product Disclosure Statement.

Standing Direction

Members have resolved that - “To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually. This direction is to renew insurance with the same policy benefits and increase the limits of cover by 5% at renewal with committee’s approval.”

Valuation

The Owners Corporation noted that an insurance valuation was carried out in September 2020. The building sum insured at the time of the valuation was \$44,369,000. However, the OC will discussed further at next AGM.

Public Liability

It was noted that the public liability cover is \$30 Million and was deemed adequate.

Members are reminded that public liability within the Unit, and owner’s contents such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

Excess

Members have previously resolved that the excess payment attached to any claim is payable by the Unit Owner making the claim. The current excess is \$2,500 for any event per event. \$10,000 excess applies to fire related claims and \$1,000 for machinery breakdown claims.

Manager’s Note: In accordance with the provisions of the current legislation, CHU issue an insurance commission to the Owners Corporation managers. The fee that the OC manager receives is for assisting in the management of insurance claims, management of insurance



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policy, the issuing of certificate of currencies and general insurance negotiations on behalf of owners.

It was resolved that the Owners Corporation by ordinary resolution agrees to grant the manager the ability to obtain funding for the purpose of payment of the annual insurance premium should the need arise.

9. Occupational Health & Safety Compliance

The OC will monitor the common areas and will advise the manager of any OH&S concerns.

10. Common Property Maintenance

- a. **Gardening** – It was resolved that the current gardening arrangements will continue as is and it was noted that OC1 covers all gardening costs including OC2, OC3 and OC4. The committee may discuss this matter further if required.
- b. **Other** – Nil.

11. Proposed Budget

- a. **Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/01/2023 to 31/12/2023)**

It was resolved that the proposed administrative fund budget in the amount of \$99,562.00 for the period **01/01/2023 to 31/12/2023** as tabled be accepted.

Please note, an adjustment levy will be raised to cover the difference between the old administration fund budget and this approved 2023 budget.

- b. **Resolution to accept and adopt Owners Corporation Sinking/Maintenance Fund Budget (01/01/2023 to 31/12/2023)**

It was resolved that the proposed sinking/maintenance fund budget in the amount of \$2,000.00 for the period **01/01/2022 to 31/12/2022** as tabled be accepted.

Levy Frequency – It was resolved that levies will be issued on a 6 monthly basis.

The manager may need to strike a special levy for expenses for emergency repairs and maintenance that have not been budgeted for.



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12. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 30 days.

Legal Action

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so."

Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

13. General Business

- a. **SPECIAL RESOLUTION** to pass a motion to amend special rule 3.9 (8) (Refer to AGM agenda) – Failed due to no quorum present.
- b. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (**1800 767 266**) for all after hours emergency services to the common property. Commencing 2021, ROSCON will be charging an annual subscription of \$765.60. After hours call out will be charged in addition to this annual subscription.

The Owners Corporation resolved to pay this annual subscription.

c. Meeting Procedures

- It was resolved that the Owners Corporation approves meetings notices be sent electronically (Via email)
- It was resolved that the Owners Corporation approves that all meetings can be conducted electronically (Via Teleconferencing and or Video Link)
- It was resolved that the Owners Corporation approves the acceptance of electronic voting at meetings that are conducted via teleconferencing and or Video Link.



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- d. **Electronic Communication** – It was resolved that all correspondence will be issued to lot owners via email. (If they have a valid email address). Thus, lot owners were reminded to notify the manager if any contact details need updating.
- e. **Date of next AGM** – It was resolved that the AGM for 2024 will be held around March 2024 at 5pm at this same venue.

14. Close of Meeting

As there was no other business the meeting closed at 5:55pm.

16th March 2023

Minutes Prepared by:

Robert Manfredi

Owners Corporation Manager

For and on behalf of OC PS 649592B – OC1



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MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION – PS 649592B – OC4

Reynolds Gardens

- 187-191 Reynolds Rd DONCASTER EAST VIC 3109

Minutes of the Annual General Meeting held at
The Doncaster RSL – Corner of Doncaster Rd & Leeds St, Doncaster East 3109
on **Wednesday 8th March 2023** at 5:00pm

1. Welcome and Appointment of Chairperson

Mr Robert Manfredi of Australian Body Corporate welcomed the members to the Annual General Meeting of OC PS 649592B – OC4 which commenced at 5:05pm.

It was agreed that Mr Robert Manfredi was elected as Chairperson of the meeting and he take the meeting minutes.

- 2.** It was resolved that all OC1, OC2, OC3 and OC4 Annual General Meeting's would proceed concurrently and that specific resolutions would be put to each respective OC when and where required.

3. Noting Attendance, Apologies & Proxies

Present/Proxies

Lot 107 – Terri Mackenzie

Lot 122 – Deanna Soutar

Lot 123 – Emma Gibson

Lot 129 – Athena Wicks

Lot 135 – Sheryl Bayliss

Lot 136 – Rosemary John

Lot 137 – Carlo & Bianca Iemmola

Lot 141 – Andrea Lord

Lot 150 – Jean & Vincent Calati

Lot 151 – Anne Every

Lot 158 – Carmela Astone – Andrea Lord as Proxy

Lot 161 – Bill Davidson

Lot 164 – Tiberio Bello – Anthony Synhur as Proxy



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Lot 166 – Anthony & Dorothy Synhur

Lot 167 – Kenneth & Helen Turnham

Lot 171 – Wieneke Hore

Apologies

Lot 140 – Luna Kahwaji & Ghada Mroue

Manager(s) in attendance

Mr Robert Manfredi of Australian Body Corporate

Quorum Present

16 of 71 lots were present which represented 22.54% of total votes were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was NOT present. Therefore, all general resolutions made at the AGM are INTERIM resolutions of the Owners Corporation.

Please note only members who are financial are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

4. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:

Annual General Meeting (30th May 2022)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

5. Reports

- a. **Manager** – The manager tabled a report which was accepted by the members present.
- b. **Committee** – The committee tabled a report which was accepted by the members present.

6. Presentation and Acceptance of previous years financial reports

The manager tabled the financial reports for 2022 financial year that were audited by Willis Partners.



Australian Body Corporate

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Administration & Sinking Fund

Balance Sheet & Income/Expenditure Statement.

Resolution and acceptance of previous year's financial statement.

It was resolved that the tabled financials give a true & fair view of the Owners Corporation financial position as of 31st December 2022.

7. Owners Corporation Committee

a. **Election** – It was resolved that the following 6 lots be appointed as the Owners Corporation committee.

- Lot 122 – Deanna Soutar
- Lot 123 – Emma Gibson
- Lot 136 – Rosemary John
- Lot 137 – Carmelo Iemmola
- Lot 161 – Bill Davidson
- Lot 167 – Kenneth Turnham

8. Review of Building and Public Liability Cover

The manager noted that the property has building insurance currently held by Owners Corporation PS 649592B – Owners Corporation No.1 – Please refer to OC1

9. Occupational Health & Safety Compliance

The OC will monitor the common areas and will advise the manager of any OH&S concerns.

10. Common Property Maintenance

- a. **Cleaning** – It was resolved that the current cleaning arrangements will continue as is. The committee are in regular contact with cleaners and are monitoring the quality of service.
- b. **ESM** – It was noted that Fireforce ESM have been engaged to carry out the ESM as required.
- c. **Garage Door Service** – Regular service is in place.
- d. **Waste Removal** – Urban Waste in place.
- e. **Bin Chute Cleaning** – Periodic cleaning in place.
- f. **Sump Pump Servicing** – Serviced as required.
- g. **Origin Hot Water and Filter Cleaning** – Filters are cleaned as required.
- h. **Lift Maintenance** – Lift agreement for maintenance currently in place.
- i. **Window Cleaning** – The OC committee will confirm when this task will be done.
- j. **Other** – Nil.



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11. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/01/2023 to 31/12/2023)

It was resolved that the proposed administrative fund budget in the amount of \$176,000.00 GST Inclusive for the period **01/01/2023 to 31/12/2023** as tabled be accepted.

Please note, an adjustment levy will be raised to cover the difference between the old administration fund budget and this approved 2023 budget.

b. Resolution to accept and adopt Owners Corporation Sinking/Maintenance Fund Budget (01/01/2023 to 31/12/2023)

It was resolved that the proposed sinking/maintenance fund budget in the amount of \$55,000.00 GST Inclusive for the period **01/01/2023 to 31/12/2023** as tabled be accepted.

Please note, an adjustment levy will be raised to cover the difference between the old sinking/maintenance fund budget and this approved 2023 budget.

Levy Frequency – It was resolved that levies will be issued on a 6 monthly basis.

The manager may need to strike a special levy for expenses for emergency repairs and maintenance that have not been budgeted for.

12. Debt Collection & Penalty Interest

Arrears

Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest

Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 30 days.

Legal Action

Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings for the recovery of outstanding contributions and charges for any lot when necessary to do so."



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Cost Recovery

Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

13. General Business

- a. **SPECIAL RESOLUTION** to pass a motion to amend special rule 3.9 (8) (Refer to AGM agenda) – Failed due to no quorum present.
- b. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (**1800 767 266**) for all after hours emergency services to the common property. Commencing 2021, ROSCON will be charging an annual subscription. After hours call out will be charged in addition to this annual subscription.

Refer to OC1

c. Meeting Procedures

- It was resolved that the Owners Corporation approves meetings notices be sent electronically (Via email)
- It was resolved that the Owners Corporation approves that all meetings can be conducted electronically (Via Teleconferencing and or Video Link)
- It was resolved that the Owners Corporation approves the acceptance of electronic voting at meetings that are conducted via teleconferencing and or Video Link.

- d. **Electronic Communication** – It was resolved that all correspondence will be issued to lot owners via email. (If they have a valid email address). Thus, lot owners were reminded to notify the manager if any contact details need updating.

- e. **Anytime Towing** – Anytime Towing is in place for any vehicles that park on the common property, including visitor parking and are in breach of special rule. Signage is in place around the complex.

- f. **Date of next AGM** – It was resolved that the AGM for 2024 will be held around March 2024 at 5pm at this same venue.

14. Close of Meeting

As there was no other business the meeting closed at 5:55pm.



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16th March 2023

Minutes Prepared by:

Robert Manfredi

Owners Corporation Manager

For and on behalf of OC PS 649592B – OC4



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006060335
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/01/2024 to 01/01/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 649592 (OC 1, 2, 3 & 4)
Situation	187-191 REYNOLDS ROAD DONCASTER EAST VIC 3109

Policies Selected

Policy 1 – Insured Property

Building: \$48,916,823
Common Area Contents: \$489,169
Loss of Rent & Temporary Accommodation (total payable): \$7,337,523

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$2,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$7,337,523
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,100,628
Escalation in Cost of Temporary Accommodation: \$366,876
Cost of Removal, Storage and Evacuation: \$366,876

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

22/12/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Head

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Impaten Notice

20/4/15

3-2

Dear Owners & Residents

Reynolds Gardens

Further to our recent letter regarding the building rules please find attached the full set of Special Owners' Corporation Rules which applies to all owners & residents of Reynolds Gardens.

Please familiarise yourself with these, and show respect and courtesy to the other residents in applying these rules in your everyday living at the property.

If any issues do occur, please contact the Building Manager Cheong Ka (0430 936 903) or leave a note in the Body Corporate mailbox.

The Owners' Corporation Committee

August 1, 2016

**187 – 191 Reynolds Road,
Doncaster East VIC 3109
Owners Corporation Rules**

Date: 20/04/2015

1 PREFACE

This document comprises the rules of Owners Corporation No. 4 PS 649592 B ("the Owners Corporation") as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Owners Corporations Act 2006 (Vic) ("Act").

These rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these rules will be deemed to include the provisions of the model rules relating to that matter.

These rules have been tailored to address the particular requirements of the Owners Corporation and may be varied by a special resolution of the Owners Corporation. Under the Act, these rules are binding on:

- the Owners Corporation;
- an owner of a lot within 187 – 191 Reynolds Road, Doncaster East VIC;
- any tenant or sub-tenant of a lot within 187 – 191 Reynolds Road, Doncaster East VIC; and
- any other occupier of a lot within 187 – 191 Reynolds Road, Doncaster East VIC.

At all and any places in these rules where it refers to the Owners Corporation it may also mean the committee of management or the manager of the Owners Corporation which has been duly appointed and delegated powers and duties of the Owner Corporation under the Act.

2 INTERPRETATION

In these rules:

"187 – 191 Reynolds Road, Doncaster East VIC" means the residential apartment Building constructed on all of the land comprised in the Plan of Subdivision and known as 187–191 Reynolds Road, Doncaster East VIC 3109

"Act" means the Owners Corporation Act 2006 (Vic).

"Building Name" means the building name for the residential apartment building constructed on all of the land comprised in the Plan of Subdivision and known as 187 – 191 Reynolds Road, Doncaster East VIC 3109.

"Common Property" means any property described as "Common Property" on the Plan of Subdivision (as applicable).

"Developer" means LPY Investments Pty Ltd (ACN: 093 047 682)

"Developer's Mortgagee" means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successor's in title to those persons or corporations.

"Lot" means a Lot on the Plan of Subdivision which is subject to the Owners Corporation.

"Manager" means the Company or person for the time being appointed by the Owners Corporation as the Manager or the Managing Agent and a reference in these rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“**Member**” means each owner of a Lot.

“**Occupier**” means any person occupying or in possession of a Lot (including any occupier under a lease or licence agreement) and can include a Member.

“**Owners Corporation**” means Owners Corporation No. 4: PS649592 B

“**Plan of Subdivision**” means Plan of Subdivision No: PS 649592 B

“**Regulations**” mean any regulations in force under the Act.

“**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

3 SPECIAL RULES

3.1 Use of Common Property

A Member must not and must ensure that the Occupier of a Member's Lot does not :

1. obstruct any driveways or walkways;
2. obstruct any fire equipment, cupboard or egress;
3. use any fire appliance or fire equipment for anything other than extinguishing a fire;
4. enter any plant room or tamper with any plant and equipment on the common property;
5. store or place any bicycle or motor cycle or pot plant or any other private materials or goods on the common property without the written approval of the Owners Corporation and then only upon the terms of such approval;
6. hang any clothing, household linen or other articles on or from any part of the common property;
7. use any part of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation from time to time;
8. use language or behave in a manner likely to cause offence or embarrassment to a member or occupier of another lot or to any person lawfully using common property;
9. permit the undue accommodation of mail newspapers or advertising materials in or near the member's letter box or other receptacle;
10. carry out building works, painting or repairs etc that do not meeting the finishing schedule as per original specifications.
11. feed birds or animals from window sills, balconies, patios or garden areas of a Lot or the Common Property.
12. do anything to increase the cost of the insurance of 187 – 191 Reynolds Road, Doncaster East VIC; or public liability insurance for the Common Property. However in the event of any loading or increase in the premium then the Member or Occupier causing the loading or increase will be requested to pay such loading or increase.
13. tamper or interfere with the building security surveillance system.

3.2 Use of the Lot

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. allow any part of the lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the building;
2. store any private items or materials other than a motor vehicle on any car park lot or part of a lot being for car parking unless first having obtained the written approval of the Owners Corporation;
3. park in a car parking lot or part of a lot being for car parking other than the members car park;
4. use, possess or deal in illegal drugs or other substances;
5. hang any clothing, household linen or other articles from any part of the building within the lot or on the boundary of the lot;
6. perform any act which may void any insurance taken out by the Owners Corporation or which may increase the premium payable for that insurance. A member breaching this rule must indemnify the Owners Corporation from and against any loss occasioned thereby including the payment of any additional insurance premium;
7. make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
8. use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier.

3.3 Pets and Animals

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. keep any animal upon a Lot or the Common Property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance; or
2. fail to clean up after any animal debris or make good damage to any Common Property; or
3. allow any animal belonging to them to urinate or defecate on Common Property, internal courtyards, private balconies, patios or garden areas.
4. On entering or leaving 187 – 191 Reynolds Road, Doncaster East and/or whilst on Common Property pets and animals must be either leashed, carried or appropriately restrained at all times.

3.4 Video Surveillance

A Member must not and must ensure that the Occupier of a Member's Lot does not tamper or interfere with, at any time, the building security surveillance system.

3.5 Moving, deliveries and tradesmen

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. move any article likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager giving at least 72 hours notice to enable a representative of the Owners Corporation or the Manager to be present, if necessary; or
2. damage, obstruct or interfere with the lifts, stairways, corridors or any other Common Property when moving any items in or out of any Lot; or
3. arrange for trades persons (except in emergencies) of any nature or kind to perform works to be carried out except between the hours of 8.00am to 5.00pm weekdays and 9.00am and 12.00 noon Saturdays notwithstanding that tools and materials can be brought into 187 – 191 Reynolds Road, Doncaster East VIC; no sooner than 30 minutes before and no later than 30 minutes after the start and finish times respectively and there shall be no works done by trades people at any other times; or
4. arrange for deliveries of any kind or nature unless the Member or Occupier is at or on the premises to accept and arrange for same at each Member or Occupier's sole cost and liability.

3.6 Notice

A Member must and must ensure that the Occupier of a Member's Lot:

1. give at least 72 hours' notice to the Owners Corporation or its representative before any furniture, fittings or equipment may be moved in or out of any Lot via the lift. The moving of these items must be done in a manner and at the time directed by the representative of the Owners Corporation provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of Property belonging to the Member or Occupier of any other Lot.
2. give at least 72 hours' notice to the Owners Corporation, to grant an access to inspect, repair or maintain Common Property.
3. allow a person authorised by the Owners Corporation to enter the Lot in an emergency, without notice, to ensure safety or prevent significant loss and damage.

3.7 Use of Lifts

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. use the lift for any other purpose other than to gain access to his or her Lot as directed by the Owners Corporation
2. use the lift in anyway as to interfere with any other Members or Occupiers use thereof; or

3. press the alarm or stop buttons except in an emergency situation; or
4. without the consent of the Owners Corporation use the lifts for delivery or removal of goods without using lift covers.

3.8 Rubbish

There is an 'eDiverter' rubbish chute next to each lift on each floor. A Member must and must ensure that the Occupier of a Member's Lot disposes of garbage in the manner specified by the Owners Corporation.

1. General kitchen garbage must be drained and secured wrapped in small parcels contained in proprietary rubbish bags and then deposited in the garbage chutes by strictly following the instructions shown on the 'eDiverter' operation panel.
2. Recyclable items nominated by the Owners Corporation must be deposited in the garbage chutes by strictly following the instructions shown on the 'eDiverter' operation panel.
3. All cardboard boxes and packaging must be broken down, flattened and then placed in the Blue Bins located in the Bin Storage Area at the basement. X
4. All general kitchen garbage larger than the garbage chute door must be placed in the Red Bins located in the Bin Storage Area at the basement.
5. All recyclable garbage larger than the garbage chute door must be placed in the Yellow Bins located in the Bin Storage Area at the basement. ✓
6. Prior arrangements must be made with the Manager for the disposal of any large items or large quantities of rubbish that exceed the capacity of rubbish bins. ✓
7. For any building works prior arrangements must be made with the Manager for the provision, location and costs associated with the removal of rubbish from the building.

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. deposit, place or store any garbage or recycled material anywhere on Common Property other than in the garbage chutes or the bin receptacles specified by the Owners Corporation.
2. at any time deposit hard rubbish as defined by the Manningham City Council on Common Property other than the area specified by the Owners Corporation.
3. deposit hard rubbish as defined by the Manningham City Council on the area specified by the Owners Corporation at any time other than the dates specified by the Owners Corporation.

3.9 Vehicles, driveways and car park areas

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. drive or operate any motor vehicle or motor cycle on any internal road surface in excess of 5 kmph;

2. park or leave a vehicle on Common Property so as to obstruct any driveway entrance to a parking space or Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation;
3. allow any build up or discharge of oil leakages or any other fluids from any motor vehicle, trailer or motor cycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property;
4. damage deface or obstruct entrances, passages, stairways, lifts, landings, driveways or pathways or to any other part of the Common Property and that none of the Common Property is used for any purpose other than the purpose for which that part of the Common Property is provided or made available
5. interfere with the operation, function or control of the electronic automatic doors and gates;
6. allow children to play in the Common Property, car parking areas or other areas of possible danger or hazard;
7. park or leave a vehicle on the designated disabled parking lots without a valid disabled persons parking permit; and
8. allow a motor vehicle or motor cycle to park at the designated visitor car park lots for a period of more than twenty-four (24) hours. If a Member or Occupier requires the use of a visitor car park lot for a period longer than twenty-four (24) hours, the Member or Occupier must seek prior written approval from the Owners Corporation and such request to the Owners Corporation must be made at least forty-eight (48) hours prior to the time the use of the visitor car park lot is required.

3.10 Storage

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. permit any bicycle to be stored other than in the apartment forming part of the Member's Lot including without limitation in any part of the Common Property;
2. permit any bicycle to be ridden into or on a Lot or the foyer, stairwells, lift, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.

A Member must seek the written consent of the Owners Corporation before affixing a bicycle rack to the wall that adjoins the car space owned by the Member. A full specification of any storage unit must be provided to the Owners Corporation prior to its approval being obtained.

3.11 Blinds

A Member must not and must ensure that the Occupiers of a Member's Lot does not:

1. install external blinds or fittings of any description to the windows other than those approved by the Owners Corporation.
2. hang any window furnishing visible from outside the Lot unless installed by the Developer or otherwise permitted by the Owners Corporation.
3. A Member or Occupier must at all times ensure that the 'backing' (being that part of the window furnishing which is visible from outside the Lot) of the window furnishing

must be roller blinds of a light colour, for example: Brand name "VIBE", colour "moon Blackout".

3.12 Painting, finishing and decorating

A Member must not and must ensure that the Occupier of a Member's Lot does not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot without the permission of the Owners Corporation.

3.13 Appearance of a Lot

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. hang or permit to be hung any clothes, objects, articles, lights of any description or any other item on any balcony, patio, terrace, garden area or similar or any landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot; or
2. construct or erect any shed, enclosure or structure of any nature or description on a balcony, patio, terrace, garden area or similar forming part of the Lot without the prior written consent of the Owners Corporation and the Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of Canterbury Green, or if it interferes with the views or use and enjoyment of another Lot; or
3. install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which extends outside the boundaries of a lot without first obtaining the written approval of the Owners Corporation.
4. allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Members and Occupiers occurs; or

3.14 Signage

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. display publicly on any portion of a lot or on the common property, including any noticeboard on the common property, any placard, sign or advertisement of any kind, except with the written approval of the Owners Corporation.
2. The Owners Corporation at the time of the consent will provide details of the size, location and the manner in which any sign is to be placed.

3.15 Security

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. permit any security key or card provided by the Owners Corporation to be held by or used by any person other than the member, their agent, the Owners Corporation manager, or any other person authorised in writing by the Owners Corporation manager or an occupier of the lot who has agreed to return the security key or card to the member or the Owners Corporation.
2. duplicate or permit any security key or card to be duplicated nor lose a security key or card nor hand a security key or card to any person other than another Member or Occupier nor dispose of any security key or card otherwise than by returning it to the member or the Owners Corporation.

A Member must and must ensure that the Occupier of a Member's Lot does promptly notify the Owners Corporation Manager of the loss of any security key or card or remote control.

3.16 Access to Units

A member must not and must ensure that the Occupier of a Member's Lot does not refuse or impede access by the Owners Corporation or any person undertaking work with the authority of the Owners Corporation for the purpose of installing, servicing or removing any pipes ducts or other equipment in respect of which an easement exists under Section 12 of the Subdivision Act 1988.

3.17 Alterations to buildings within a lot

A Member must not and ensure that the Occupier of a Member's Lot does not make any alteration to the lot whether structural or otherwise which changes the appearance of the exterior of the lot or of the building on the lot or make any structural alterations to the interior of the lot or paint the exterior of the lot or the building on the lot except with the same colours as are used in the development without first having obtained the written approval of the Owners Corporation and then only upon the observance of any conditions imposed by the Owners Corporation including if required the execution of an appropriate indemnity and the payment of any such costs occasioned to the Owners Corporation.

3.18 Alterations to common property

A Member must not and must ensure that the Occupier of a Member's Lot does not make any alterations or additions to any buildings or services or equipment on common property without the written approval of the Owners Corporation and then upon the terms of any such approval.

3.19 Building Works

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. undertake any internal building works within or about or relating to a member's lot unless;
 - a. all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the manager of the Owners Corporation;

- b. such works are undertaken strictly in accordance with those permits approvals and approvals referred to in paragraph 3.19.1.a
- c. such works are undertaken between 8am-4pm weekdays (no work allowed during weekend and public holidays, unless a special resolution is received from the Owners Corporation for works outside the specific hours to be carried out);
- d. such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots and;
- e. proceed with any such works until the Member:
 - i. submits to the Owners Corporation plans and specifications of any works proposed by the member which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
 - ii. supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be responsible to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
 - iii. receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld but which approval may be given subject to the condition that the reasonable costs of the Owners Corporations approval must be paid by the Member;
 - iv. pays the costs referred to in paragraph 3.19.1.e.iii to the Owners Corporation.
- f. ensure that the member and the member's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common areas and on-site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.
- g. ensure that the member and the member's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
 - i. building materials must not be stacked or stored on the common property;
 - ii. scaffolding must not be erected on the common property;
 - iii. construction work times must be carried out in compliance with appropriate laws of the authorised authorities including Whitehorse City Council.

- iv. the exterior appearance of the building on the lot and common property must at all times be maintained in a clean and tidy and safe state;
- v. construction vehicles and construction workers' vehicles must not be parked in the common property.
- h. commence the member's works unless the member has first:
 - i. caused to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - ii. delivered a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation and demonstrated by way of documentation OHS safe work practices are being used.
- i. access other lots on the plan or common property in the plan for the installation maintenance of services and associated building works without the approval or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property.

3.20 Implied Easements

Nothing in these rules shall prevent a member from exercising the easements and rights set out in Section 12 (2) of the Subdivision Act 1988 but the powers of the Owners Corporation shall be limited to ensuring that any exercise of the easements and rights is carried out in accordance with that section and the rules of the Owners Corporation.

3.21 Compensation

A Member must and must ensure that the Occupiers of a Member's Lot compensate the Owners Corporation in respect to any damage to the common property or services or equipment or personal property of the Owners Corporation or under the care or control of the Owners Corporation caused by the member or any occupier of the member's lot or any licensee or visitor or other invitee of the member.

3.22 Fire Control

A Member must not and must ensure that the Occupier of a Member's Lot does not:

1. use or interface with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
2. break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.

A Member must and must ensure that the Occupier of a Member's Lot:

1. provide and maintain in the member's lot all fire required under building regulations or requirements of any relevant fire authority. *Edwin P. Williams*
2. pay any charges made by any fire authority arising from a false alarm from the activation of a smoke detector in the member's lot or from a false alarm otherwise occasioned by the member or an occupier or by any other person whom the member or occupier could be held responsible. *

3.23 Penalty Interest

The Owners Corporation may charge and the member must pay penalty interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by the member to the Owners Corporation after the due date.

3.24 Leasing/Rental

A Member must and must ensure that the Occupiers of a Member's Lot when leasing a lot make it a condition of the lease or tenancy that the Lessee or Tenant shall comply with these Rules and the Subdivision Act 1988 and the Owners Corporation Act 2006 that are negative in operation and provide the Lessee or Tenant with a copy of the Rules.

3.25 Notification of Defects

A Member must and must ensure that the Occupiers of a Member's Lot immediately notify the Owners Corporation Manager of any accident to or defect in any of the common services in the building.

3.26 Instructions to Contractors

A Member must not and must ensure that the Occupier of a Lot does not directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised in writing by the manager.

3.27 Special Rules and Rights for the Developer

Nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- a. use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- b. place anywhere on the Common Property signs and other materials relating to sale of Lots;
- c. conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- d. use in any way it considers necessary any part of the Common Property for the purposes of selling Lots;
- e. use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- f. Determine the Building Name and place anywhere on the Common Property any signs or logos of the Building Name without objection or interference by the Member or Occupier. No Member or Occupier may remove or replace any signs or logos of the Building Name without prior written consent from the Owners Corporation.

3.28 Members' and Occupiers' Consent

Every Member and Occupier hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this rule without any prevention or hindrance of such Member.

3.29 Owners Corporation's obligations

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and Common Property by the Developer and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must close off from access by Members and Occupiers parts of the Common Property when it is necessary to do so.

3.30 Building Name

As part of the creation of the Owners Corporation, the Building Name is to be determined by the Developer or Owners Corporation.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1012093

APPLICANT'S NAME & ADDRESS

MSL LAWYERS C/- LANDATA
MELBOURNE

VENDOR

BLACK, CANDICE

PURCHASER

SALE

REFERENCE

243678 219,187 Reynolds Road

This certificate is issued for:

LOT 156 PLAN PS649592 ALSO KNOWN AS 219/187 REYNOLDS ROAD DONCASTER EAST
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 2
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/manningham>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

12 March 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

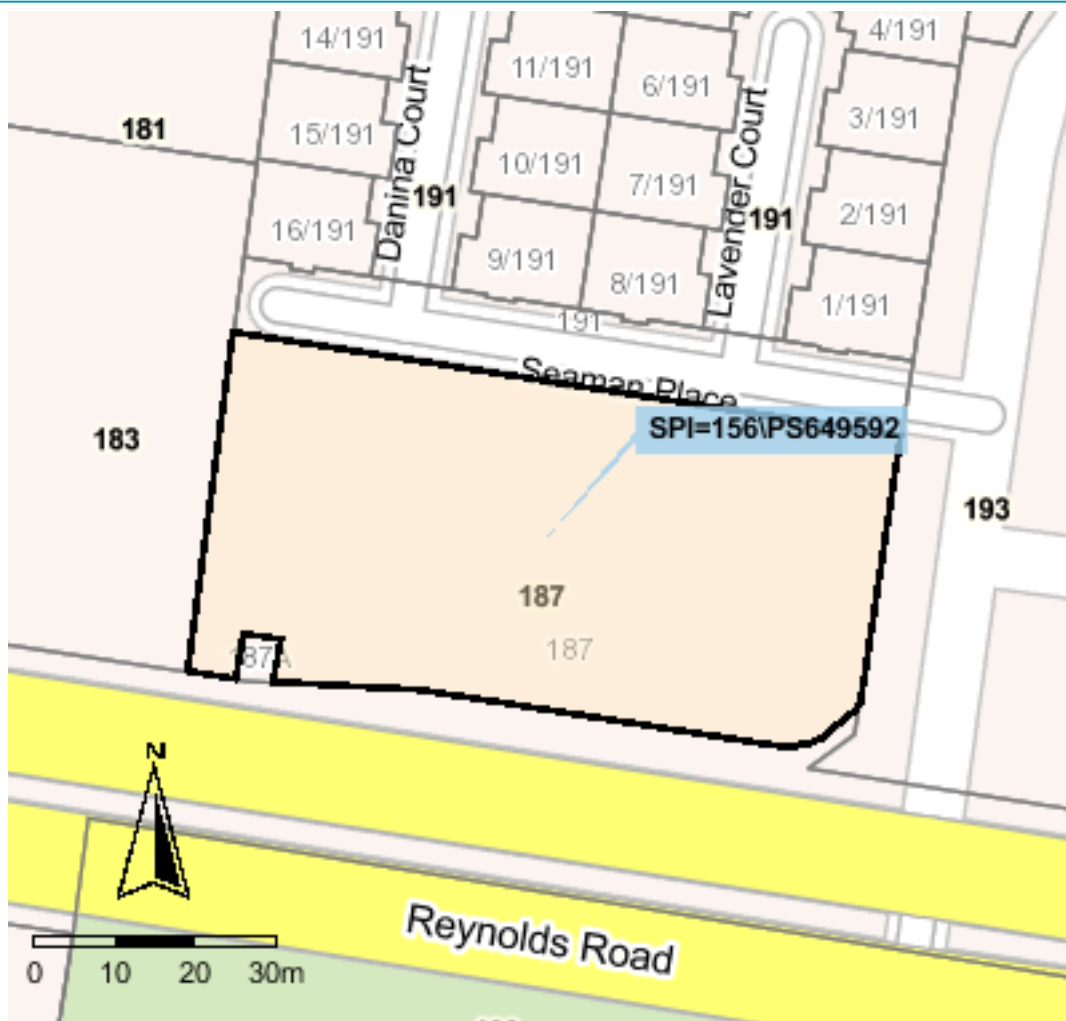
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Enquiries to: Statutory Building Team
Telephone: 9840 9430

Landata
Secure Electronic Registries Vic
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue date: 14 March 2024

Reference: 243678 219,187 Reynolds Road
Property: Apt 219/187 Reynolds Road DONCASTER EAST VIC 3109
Legal Description: Lot 156 PS 649592B Vol 11578 Fol 924
Council Reference Number: BinFW24/00373

RESPONSE TO REQUEST FOR INFORMATION REGULATION 51.1

Building Permits issued in the preceding ten (10) years

Building Permit No.	Date Issued	Description of Works	Final Inspection
14716/2018053/0 <i>Council Ref:</i> BA-19/73395	09-Nov-2018	Removal & Replacement of External Wall Cladding <i>RBS:</i> Dean Giammarino of Inline Building Surveyors	No Record

Details of any current Notices/Orders issued under *Building Act*

A Building Notice issued 21-Aug-2017 under the Building Act & Building Regulations affects this property

Please note below the deadline for lodgement of the required Swimming Pool/Spa Safety Barrier Compliance Certificate for all **properties containing swimming pools and/or spas:**

Pool/spa construction date	First Compliance certificate must be lodged by
On or before 30 June 1994	1 June 2022
From 1 July 1994 until 30 April 2010	1 June 2023
From 1 May 2010 until 31 October 2020	1 June 2024

Manningham Council



Interpreter service
9840 9355

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

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