

Contract of Sale of Land

Property:

Unit 2, 22 KNIGHT Street, Clayton South VIC 3169

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:102345

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2024

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

State nature of authority, if applicable:

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

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

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan
Address: _____
Email: lisa.s@xynergy.com.au
Tel: 0450 540 168 Mob: _____ Fax: _____ Ref: _____

Vendor

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

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing
Address: 45/JUPITER DRIVE, Truganina VIC 3029
Email: jeff@linkwestconveyancing.com.au
Tel: 0490 118 948 Mob: _____ Fax: _____ Ref: 102345

Purchaser's estate agent

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

Purchaser

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

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10991 Folio 051	2	PS 528921K

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

Property address

The address of the land is: Unit 2, 22 KNIGHT Street, Clayton South VIC 3169

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

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

14.3 The 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.

14.4 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. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 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.

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

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

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

14.9 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.

14.10 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.

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 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 19.1(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.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (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.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

27.5 The expression ‘document’ includes ‘demand’ and ‘notice’, and ‘Service’ includes ‘give’ in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 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.

6.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

6.9 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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

- (a) in their present condition and state of repair.
- (b) subject to all defects latent and patent.
- (c) subject to any infestations and dilapidation.
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. 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 claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.
- 10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and

- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and

- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print
Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print
Name

In the presence of

Director(Sign)

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

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

Land	UNIT 2, 22 KNIGHT STREET, CLAYTON SOUTH VIC 3169
------	--------------------------------------------------

Vendor's name	HARDY CHANDRA	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		
Purchaser's name		Date	/ /
Purchaser's signature	<div></div>		

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed \$5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements, covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme:

See attached planning Property report

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10991 FOLIO 051

Security no : 124119090331R
Produced 16/10/2024 07:55 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 528921K.

PARENT TITLES :

Volume 07634 Folio 050 Volume 08044 Folio 662

Created by instrument PS528921K 30/01/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

HARDY CHANDRA of 3/3 EVELYN STREET CLAYTON VIC 3168

AE920665H 26/02/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW130992P 05/10/2022

WESTPAC BANKING CORPORATION

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 PS528921K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 22 KNIGHT STREET CLAYTON SOUTH VIC 3169

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

Effective from 05/10/2022

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS528921K

OWNERS CORPORATION 2 PLAN NO. PS528921K

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

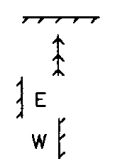
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS528921K
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/10/2024 19:55

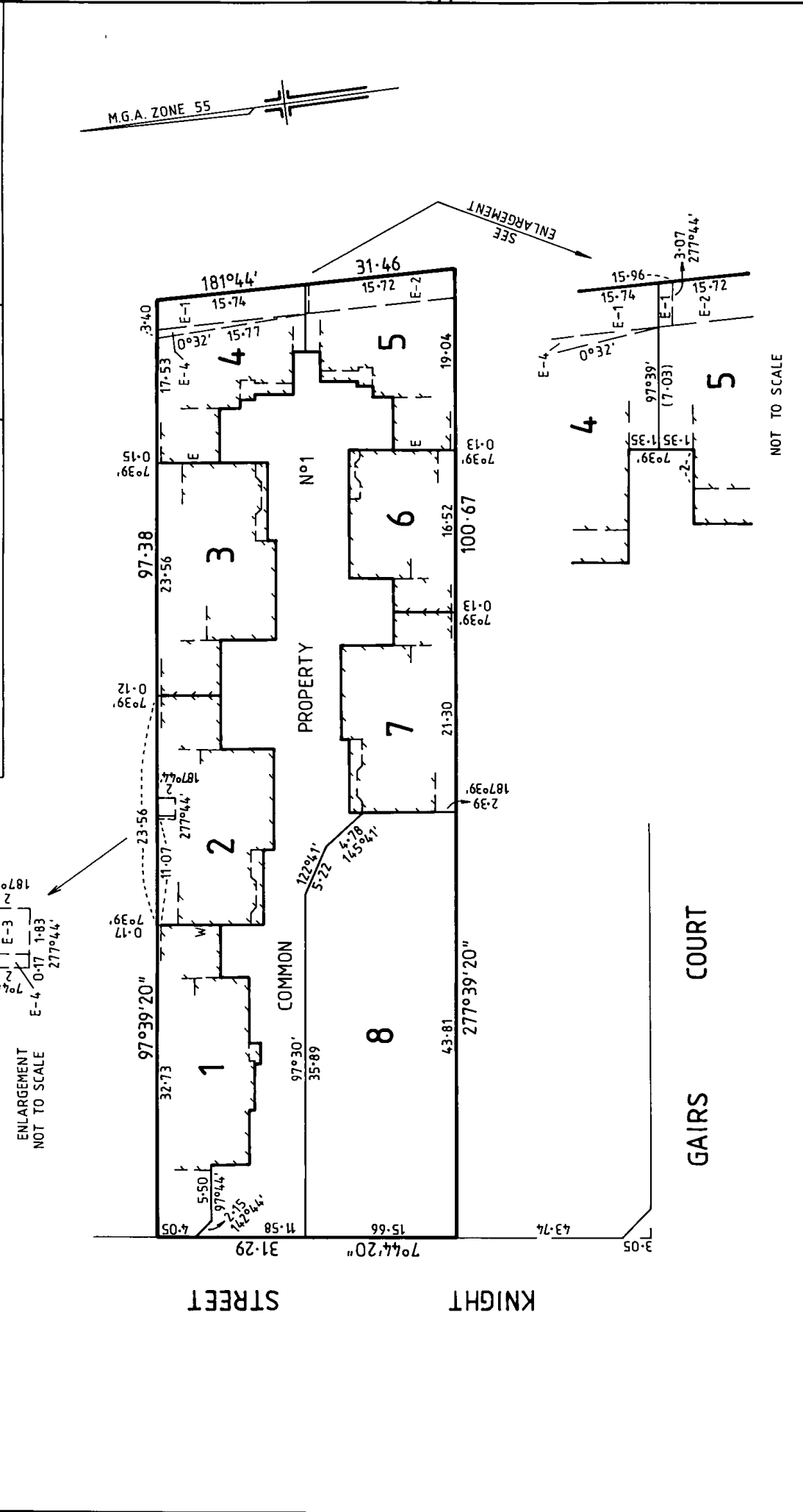
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>		Stage No. <div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto; transform: rotate(45deg);"></div>	LTO use only EDITION 1	<h2 style="margin: 0;">P.S. 528921K</h2>				
Location of Land Parish: MORDIALLOC Township: _____ Section 7 Crown Allotment: 6 & 7 (PART) Crown Portion: _____ Title References: VOL.7634 FOL.050 VOL.8044 FOL.662 Last Plan Reference: LOTS 17 & 18 ON LP.8554 Postal Address: 20- 22 KNIGHT STREET (at time of subdivision) CLAYTON SOUTH 3169 M.G.A. Co-ordinates E 334 350 (Of approx. centre of plan) N 5800 225 Zone 55		Council Certification and Endorsement Council Name: CITY OF KINGSTON Ref: KS153/04 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 23/ 12/ 2006						
Vesting of Roads or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Identifier</th> <th style="width: 80%;">Council/ Body/ Person</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>		Identifier	Council/ Body/ Person	NIL	NIL	Notations Staging This is not a staged subdivision Planning Permit No. Depth Limitation: Does not apply		
Identifier	Council/ Body/ Person							
NIL	NIL							
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 8 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE SHOWN THUS MEDIAN SHOWN THUS EASTERN FACE SHOWN THUS WESTERN FACE SHOWN THUS		 FURTHER PURPOSE OF PLAN PART OF THE SEWERAGE EASEMENT CREATED BY C/ E. D.684510 ON C/ T. VOL.7634 FOL.050 IS TO BE REMOVED BY A DIRECTION IN PLANNING PERMIT No. Survey:- This plan is / is not based on survey. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.						
Easement Information								
Legend: E- Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				LR use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 23/ 1 / 2007				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN								
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of				
E-1	ANY EASEMENT	3.05	C/ T VOL.7634 FOL.050	UNSPECIFIED				
E-1	DRAINAGE	3.05	LP.8554	LOTS ON LP.8554				
E-1	SEWERAGE	3.05	THIS PLAN	SOUTH EAST WATER LTD				
E-2	ANY EASEMENTS	3.05	C/ T VOL.8044 FOL662	UNSPECIFIED				
E-2	DRAINAGE	3.05	LP.8554	LOTS ON LP.8554				
E-2	SEWERAGE	3.05	THIS PLAN	SOUTH EAST WATER LTD				
E-3	SEWERAGE	1.83	C/ E.D.684510	M.M.B.W.				
E-3	SEWERAGE	1.83	THIS PLAN	SOUTH EAST WATER LTD				
E-4	SEWERAGE	SEE DIAGRAM	THIS PLAN	SOUTH EAST WATER LTD				
DAVID F. CLARKE PTY. LTD. LICENSED SURVEYORS SUITE 4, 179 BORONIA ROAD, BORONIA, VICTORIA 3155 TELEPHONE: 9762 9393 FACSIMILE: 9762 4949					LICENSED SURVEYOR (PRINT) <u>DAVID F. CLARKE</u> SIGNATURE _____ DATE 11/ 9/ 2006 REF 2408 VERSION 3			
----- DATE 23/ 12/ 2006 COUNCIL DELEGATE SIGNATURE Original sheet size A3								

PLAN OF SUBDIVISION		Stage No. /	Plan Number PS 528921 K
---------------------	--	-------------	----------------------------



DAVID F. CLARKE PTY. LTD. SUITE 4, 179 BORONIA ROAD, BORONIA, VICTORIA 3155 TELEPHONE: 9762 9333 FACSIMILE: 9762 4943		ORIGINAL SCALE 1:400	SHEET SIZE A3	L. 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm	
DAVID F. CLARKE		SCALE 4 0 8 16 LENGTHS ARE IN METRES		REF 2408	
LICENSED SURVEYOR (PRINT)		SIGNATURE		DATE	
DAVID F. CLARKE		/ /		/ /	
COUNCIL DELEGATE SIGNATURE		VERSION 3		DATE	
/ /		/ /		/ /	
Sheet 2 of 3 Sheets		T.O.3			

PS528921K

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 16/10/2024 07:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS528921K

The land in PS528921K is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 8.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

CAMPBELL CORPORATE SERVICES 4 596 NORTH ROAD ORMOND VIC 3204

AL569517T 17/12/2014

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. PS528921K 30/01/2007

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/10/2024 07:55:51 PM

OWNERS CORPORATION 1
PLAN NO. PS528921K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Total	800.00	800.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 16/10/2024 07:55:51 PM

OWNERS CORPORATION 2
PLAN NO. PS528921K

The land in PS528921K is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 7.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

20-22 KNIGHT STREET CLAYTON SOUTH VIC 3169

PS528921K 30/01/2007

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 1 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 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/10/2024 07:55:51 PM

OWNERS CORPORATION 2
PLAN NO. PS528921K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	100	100
Lot 7	100	100
Total	700.00	700.00

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.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 October 2024 07:56 PM

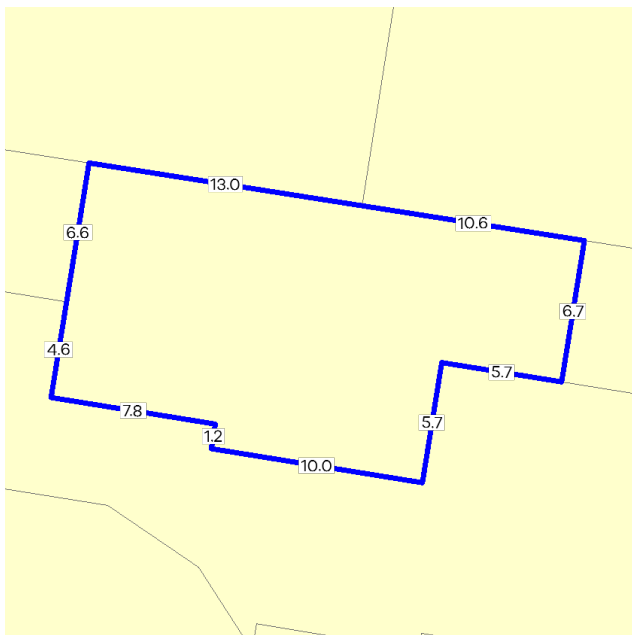
PROPERTY DETAILS

Address: **2/22 KNIGHT STREET CLAYTON SOUTH 3169**
Lot and Plan Number: **Lot 2 PS528921**
Standard Parcel Identifier (SPI): **2\PS528921**
Local Government Area (Council): **KINGSTON**
Council Property Number: **456888**
Directory Reference: **Melway 79 B4**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 250 sq. m

Perimeter: 72 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CLARINDA**

PLANNING INFORMATION

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

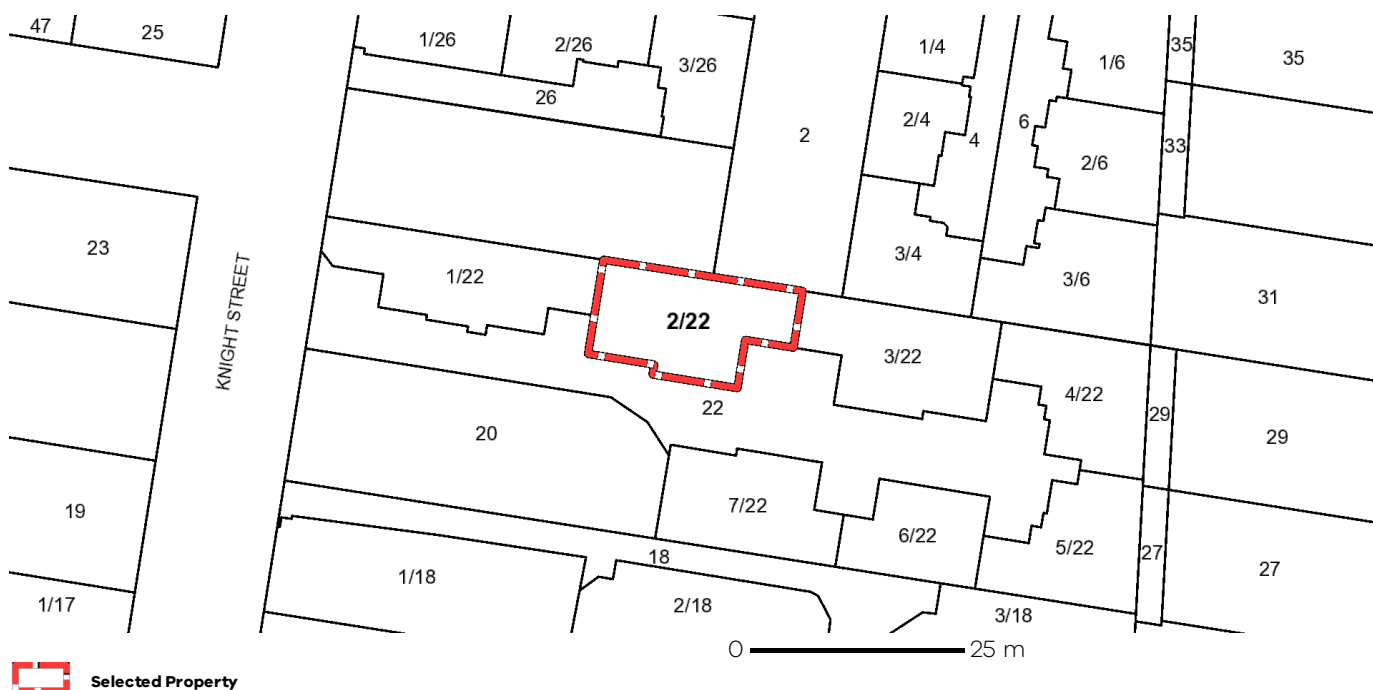
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map

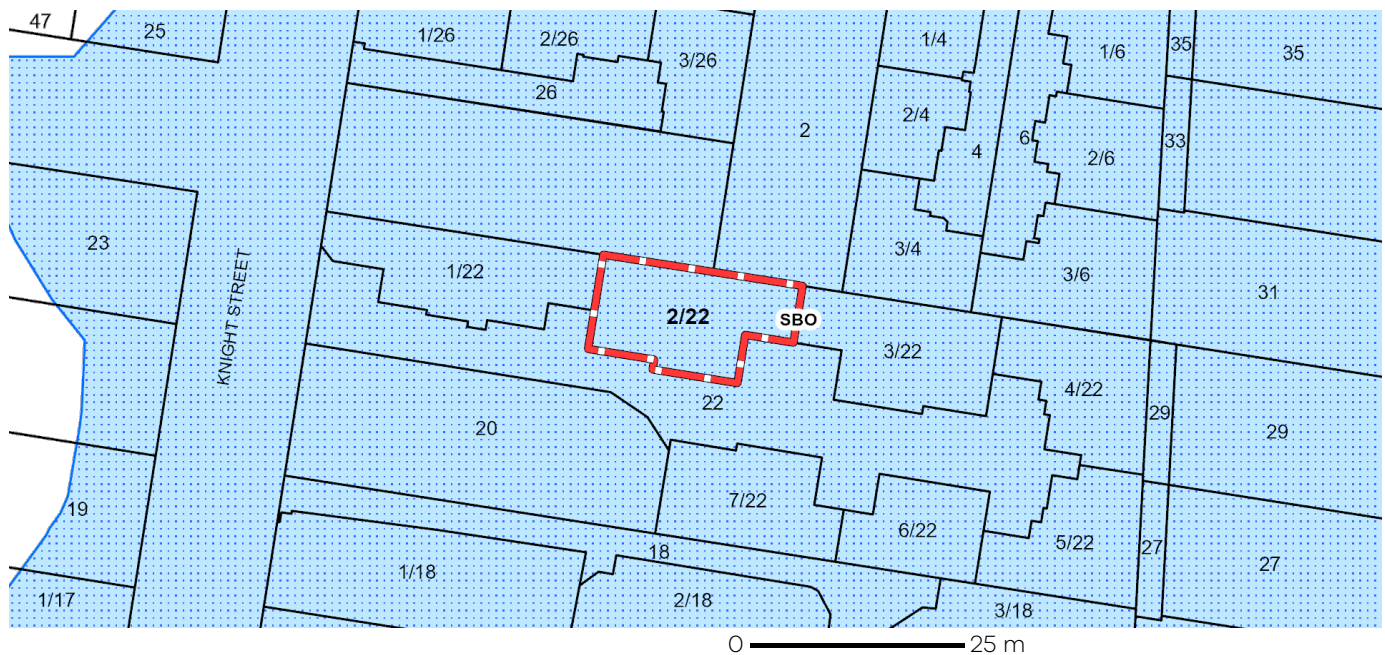


Selected Property

Planning Overlay

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIAL BUILDING OVERLAY SCHEDULE \(SBO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

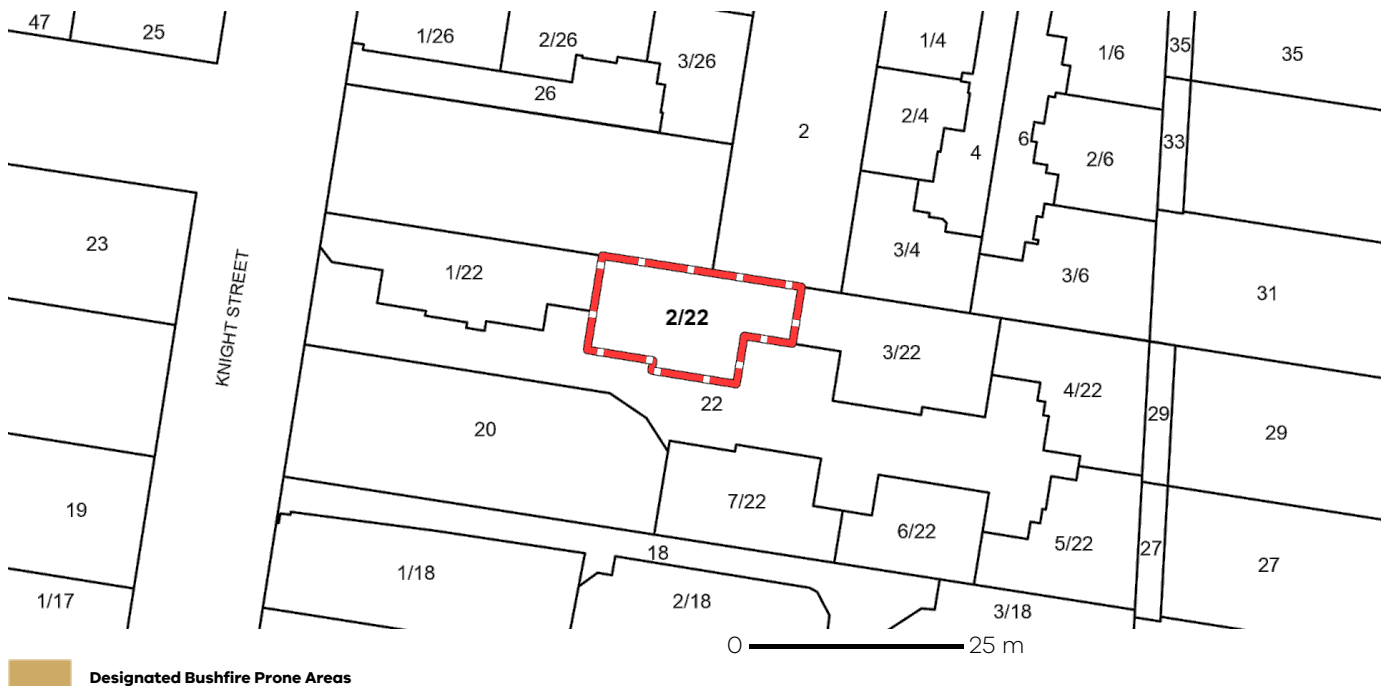
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



SENDER
City of Kingston
PO Box 1000, Mentone, VIC 3194

Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2024 TO 30 JUNE 2025



028 0023006

H Chandra
8 Alana Ct
WANTIRNA SOUTH VIC 3152

TAX INVOICE
ABN 80 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
info@kingston.vic.gov.au
cityofkingston

PAY ONLINE
kingston.vic.gov.au/pay-rates

NOTICE SUMMARY

ASSESSMENT NUMBER **129287/7**
DATE ISSUED **06/08/2024**

TOTAL AMOUNT PAYABLE
\$2,086.38

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 1 July 2024, unless agreed with Council.

PROPERTY DETAILS

DESCRIPTION
2 22 Knight Street, CLAYTON SOUTH VIC 3169

SITE VALUE
\$160,000

CAPITAL IMPROVED VALUE
\$820,000

NET ANNUAL VALUE
\$41,000

OPERATIVE VALUATION DATE
1 July 2024

LEVEL OF VALUE DATE
1 January 2024

LAND USE (FOR FSPL)
Residential

AVPCC
120 - Single Unit/Villa Unit/Townhouse

Council Rate & Charges 2024/2025

General Rate = CIV x 0.00175980 rate in \$	\$1,443.04
Municipal Charge	\$100.00
Waste Choice C-120lt Bin 120lt Green & Recycle Bin	\$340.00
Total Council Rate & Charges 2024/2025	\$1,883.04

Victorian Government Fire Services Property Levy 2024/2025

FRV Residential Rate =CIV X .000087 rate in \$	\$71.34
FRV Residential Fire Services Property Levy-Fixed	\$132.00
Total Victorian Government Fire Services Property Levy 2024/2025	\$203.34

TOTAL \$2,086.38

Payments and ownership changes made after 22 July 2024 may not be shown on this notice.

PAYMENTS AND OWNERSHIP CHANGES MADE AFTER 1 JULY 2024 MAY NOT BE SHOWN IN THIS NOTICE.

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2024	\$521.73
30 NOVEMBER 2024	\$521.55
28 FEBRUARY 2025	\$521.55
31 MAY 2025	\$521.55

To take up the instalment option, please make the first payment by 30 September, 2024. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$2,086.38

Due date 15 February 2025

new

Scan to pay

Pay in full or choose flexible instalment options that suit you.



Scan the QR code or visit payble.kingston.vic.gov.au to register and see weekly, fortnightly or monthly instalment options.

Register to receive your notice via email

Go to kingston.vic.gov.au/e-rates



Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

129287/7

RATEPAYER:

H Chandra

PROPERTY DESCRIPTION:

2 22 Knight Street, CLAYTON SOUTH VIC 3169

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
BILLER CODE
8938
REF
1292 877



BILLER CODE
8938
REF
1292 877



131 816
BILLER CODE
0327
REF
0012 9287 7



Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au

ARREARS ONLY \$0.00

INSTALMENT \$521.73

FULL PAYMENT \$2,086.38

INTERNAL USE ONLY



*327 001292877



*327 001292877



BASIS OF ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- General rates, calculated by multiplying the capital improved valuation of the property by the rate in the dollar as set by Council
- A municipal charge, which is a flat amount applied to all rateable land
- A service charge applying to developed residential properties for the collection and disposal of refuse (includes the State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

PAYMENT OPTIONS

4 instalments:

To pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2024. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior to 30 September is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid in instalments, the balance in full is required by 15 February 2025. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit:

To apply, download the application form at kingston.vic.gov.au/dd-rates or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account. The 10 monthly payments schedule from September to June is on our website.

Direct Debit – Existing:

- You are automatically re-registered for direct debit this year. If your details have changed please contact Council.
- To cancel, you must notify Council in writing at least 14 days prior to the next debit date.

Direct Debit – New Applicants:

- Applications must be received by the 20th of August to commence direct debit payments.

Full/Lump sum Payments:

Payment in full must be made on or by 15 February 2025. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

Flexible Payments:

Flexible Payments are available via Payble. Flexible Payments will enable you to pay your rates via direct debit either monthly, fortnightly, or weekly from a nominated bank account or credit card.

- Flexible payments are available from your registration and commencement date of flexible payments, up until the 31st of May for each rating period.

- Flexible payments not made by this date will be subject to late interest charges.
- Flexible Payments are set up by the property owner on your personal device. Registration for Flexible Payments can be done using the QR code on the front of this notice.

For more info visit kingston.vic.gov.au/pay-rates

Or to register online please visit payble.kingston.vic.gov.au/

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Overdue amounts will be charged interest at 10% per annum as set under the *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*. Interest will be charged from 1 July 2024.

Instalments:

If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments will apply from 1 July 2024.

Full/Lump Sum Payment:

If the full/lump sum payment is not received on or by 15 February 2025, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/lump sum payments will apply from 1 July 2024.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2024.

HOW TO OBJECT TO RATE OR CHARGE

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2024. The next valuation date is 1 January 2025 and the values will be used in 2025/2026 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The

State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website sro.vic.gov.au

To query your valuation, go to kingston.vic.gov.au/valuationenquiry or write to Council's Property Data Department, PO Box 1000, Mentone 3194

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed at 1 January 2024. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court.

Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation, please visit ratingvaluationobjections.vic.gov.au to lodge an objection online.

FIRE SERVICES PROPERTY LEVY

The Victorian Bushfire Royal Commission recommended that a property based Fire Services Property Levy be introduced to replace the old insurance based Fire Levy. The property based levy is collected with Council rates and all levy money collected is passed onto the State Government. Please refer to sro.vic.gov.au/fire-services-property-levy for more information and Frequently Asked Questions (FAQs) which are available in foreign languages from this website.

The Land Classification is determined under the provisions of the *Fire Services Property Act 2012*. Section 15(5) states that the land use classification (ie residential, commercial, industrial, primary production, public benefit, non-residential vacant land, or exempt) be allocated to a property for levy purposes.

Concession: A concession of \$50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pension Rebate for rating purposes. If you are not registered please refer to the Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under Sections 170, 171 and 171A of the *Local Government Act 1989*.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. Applications will be received between 1 July 2024 to 30 June 2025.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

HOW PAYMENTS ARE ALLOCATED TO RATES AND CHARGES

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current rates and charges.

Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

HARDSHIP SUPPORT

If you are having difficulty paying your rates, our Hardship Policy can assist with interest-free arrangements. Applications can be discreetly made online to protect your privacy. Find out if you're eligible at kingston.vic.gov.au/pay-rates or by phoning 1300 653 356.

We can also chat to you about the support options we offer for other Council services.

PAYMENT ARRANGEMENTS

If none of our payment options suit you and you're behind on your rates payments you can request a payment arrangement to catch up. Visit kingston.vic.gov.au/pay-rates to apply

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194


PRIVACY STATEMENT

The City of Kingston is committed to protecting your privacy. The personal information contained on this notice and collected by City of Kingston is for the purpose of Rates management or any other directly related purpose. The personal information will be disclosed to our registered suppliers for the purpose of issuing Rates notices and assist with payment and collection of rates. It will not be disclosed to any other external party without compliance checks and will only be used for rates management, unless required or authorised by law. If you wish to alter any of the personal information you have supplied to the City of Kingston, please contact Council via telephone 1300 653 356 or email info@kingston.vic.gov.au

OWNER

Hardy Chandra

INTERPRETER SERVICES

People of all languages can now contact  TIS National ☎131 450
Per contattare il Comune, chiamareci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

Đề liên hệ với Hội đồng, gọi chúng tôi theo số 131 450

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

DIFFERENTIAL RATES

The rates charge can vary dependent on the land use of the property. This is called a differential rate. For more information please visit kingston.vic.gov.au/valuations
All rating differentials adopted for 2024/25 are shown for comparative purposes only. The rates shown are based on the same rateable valuation on the previous page. Kingston's differential rates are:

Differential Rate Types	Rate in \$	Rate in \$ Amount
General	0.0017598	\$ 1,443.04
Agriculture	0.0014078	\$ 1,154.40
Extractive Landfill	0.0052793	\$ 4,329.03
Residential Heritage	0.0015838	\$ 1,298.72
Retirement Village	0.0015838	\$ 1,298.72

SEE FRONT OF NOTICE FOR PAYMENT METHODS, OTHER METHODS INCLUDE:



BY DIRECT DEBIT

Available from cheque or savings accounts only.

Download the application form kingston.vic.gov.au/dd-rates or call 1300 653 356



IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa, MasterCard, Amex.



BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PO Box 1000
Mentone, 3194

Win a \$200 Voucher!

City of Kingston residents are invited to join the Kingston Arts mailing list, which keeps you in the know about upcoming activities and events.

Ten lucky new subscribers will win a \$200 voucher to use through the Kingston Arts Box Office (subject to availability).

Visit kingstonarts.com.au/sign-up  before 11.59pm, Sunday 1 September 2024 to join and go into the draw.

Kingston City Hall Box Office
985 Nepean Highway, Moorabbin | 03 9556 4440

Competition is open from Monday 29 July to Sunday 1 September 2024.
The winners will be notified by email on Wednesday 4 September 2024. T&Cs apply.

Kingston Arts is your home for art, culture and entertainment. From family shows to live music, creative workshops to public art, Kingston Arts seeks to dazzle and delight the whole family.

kingstonarts



1 FREE FAMILY SWIM ENTRY

Property information

PROPERTY ID

129287/7

ADDRESS

2 22 Knight Street, CLAYTON
SOUTH VIC 3169

NAME

H Chandra

Kingston Active is offering a free Family Swim. To claim your offer, please present this voucher to the Waves Customer Service team upon entry.

Voucher is subject to the following conditions:

- Valid for a free Family Swim (max two adults + two children) OR an Individual Swim only entry at Waves Leisure Centre. Any additional persons will be charged at standard entry prices.
- Valid until 31 December 2024.
- Maximum of one free Family Swim per rates notice.
- Cannot be exchanged for cash.
- Not transferable for any other service/program.

Visit kingstonactive.com.au for more information on Waves programming and entry fees.

WAVES LEISURE CENTRE

111 Chesterville Rd Highett t 9559 7111 e active@kingston.vic.gov.au

**KINGSTON
ACTIVE**





Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

HARDY CHANDRA
8 ALANA CT
WANTIRNA SOUTH VIC 3152

Account number:	17434561
Date due:	15 November 2024
Current charges	Total due
+ \$172.90	\$172.90

Last bill	Payments received	Balance
\$172.90	– \$172.90cr =	\$0.00

Your account breakdown

Issue date	29 October 2024
Property	Unit 2 22 Knight Street CLAYTON SOUTH VIC 3169
Property reference	27g//07487/00075
Last bill	\$172.90
Payment received	\$172.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$120.63
Other authorities' charges (no GST)	\$52.31
Total due	\$172.90

Your snapshot

Average daily cost	\$1.32
--------------------	--------

Important note:

Your bill includes the parks charge which is split into 4 quarterly instalments.

Payment options

Direct debit
Set up payments at southeastwater.com.au/paymybill

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 17434561
Account name: South East Water Corporation

BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 10017434560009

Postbillpay
BillpayCode: 0361 Ref: 10017434560009
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

Centrepay
Use Centrepay to make regular deductions from
your Centrelink payment.
Reference number: 555 050 397J

Property ref: 27g//07487/00075
UNIT 2 22 KNIGHT STREET
CLAYTON SOUTH VIC 3169



*361 100174345600009

PN27g

Total due:	\$172.90
Account number:	17434561
Date paid:	
Receipt number:	

Our charges

Service charges

For period 01/10/24 to 31/12/24

Water service charge \$22.58

Sewerage service charge \$98.05

Total service charges \$120.63

Our charges \$120.63

Other authorities' charges

	Charge
Parks 01/10/24 to 31/12/24	\$21.79
Waterways and Drainage charge 01/10/24 to 31/12/24	\$30.52

Total other authorities \$52.31

Total current charges \$172.90

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2024

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/10/24 to 31/12/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for **01/10/24 to 31/12/24**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

All your bills at your fingertips.

View them anytime, sign in or register
at mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Download my bill link



Changes to how you view your bill online.

We've changed how you view your bill online to be even more secure.

From October 2024, any 'Download my bill' links in eBills issued before 12 March 2024 will no longer work.

You'll have access to these bills and all your bills anytime through mySouthEastWater.com.au

There are lots of benefits to using mySouthEastWater:



View your bills from the past 2 years.



Pay your bill and manage your payment options – set up a direct debit.



Update your contact details to receive alerts and notifications about works or interruptions affecting your water.



Support with your bill – request more time to pay or set up a payment plan.



View your water usage and compare to past usage.



Register your valid concession card and you could save up to \$363 annually.

To register

You can do it now in a few easy steps. You'll just need a copy of your bill with your account number handy.

Already registered?

Sign in to view your bills and manage your account on your time.

Visit mySouthEastWater.com.au or scan the QR code.



OWNERS CORPORATION CERTIFICATE

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

As at 17th October 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS528921K Owners Corporation 2
Address of Plan: 22 Knight Street, Clayton South
Lot Number this Certificate relates to: Lot 2
Unit Number this Certificate relates to: 2
Postal Address: 2/22 Knight Street, Clayton South

(Owners Corporation Number 1 includes lots 1-8 and is inactive)

2. CERTIFICATE DETAILS

Person requesting Certificate: Hardy Chandra
Email address: hardy.chandra@outlook.com

CURRENT ANNUAL LEVIES FOR LOT 2:

Administrative Fund:

The administrative levy fees for Lot 2 are \$1,332.00 per annum commencing on January 1st 2024.

Levies for PS528921K OC 2 were raised over two periods.

Period	Amount	Due Date	Status
1/01/2024-30/06/2024	\$666.00	1/01/2024	Paid 27/12/2023
1/07/2024-31/12/2024	\$666.00	7/07/2024	Paid 04/07/2024

Maintenance Fund:

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

3. CURRENT LEVY POSITION FOR LOT 2:

Fund	Balance	Paid to
Administrative	\$0.00	31/12/2024
Maintenance Fund	\$0.00	N/A
BALANCE	\$0.00	

4. SPECIAL LEVIES:

There are currently no Special Levies due for Lot 2.

OWNERS CORPORATION CERTIFICATE

As at 17/10/2024, Plan No. PS528921K OC 2 Lot 2

5. OTHER CHARGES:

There are currently no additional charges payable by Lot 2 that relate to work performed by the owner's corporation or some other act that incurs additional charges.

6. FUNDS HELD BY THE OWNERS CORPORATION:

The owner's corporation holds the following funds as at 17/10/2024

Account/Fund	Amount
Administrative	\$6,678.06
Maintenance	\$ N/A
Total funds held as at 17/10/2024	\$6,678.06

7. INSURANCE:

The owner's corporation currently has the following insurance in place:

Policy

Policy Number:	HSa107320120
Expiry Date:	30/12/2024
Insurer:	AAMI
Public Liability:	\$20,000,000
Building Cover:	\$3,472,900
Excess:	\$200 - \$1,000

The owner's corporation has **not** previously resolved that the members may arrange their own insurance under Section 63 of the Act.

8. CONTINGENT LIABILITIES:

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

9. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY:

The owner's corporation has not or do not intend in the foreseeable future to enter into any contracts, licences or leasing affecting the common property.

10. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY:

The owner's corporation has not granted any authorities or dealings affecting the common property.

11. AGREEMENTS TO PROVIDE SERVICES:

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

OWNERS CORPORATION CERTIFICATE

As at 17/10/2024, Plan No. PS528921K OC 2 Lot 2

12. NOTICES OR ORDERS:

The owner's corporation currently has no orders or notices served in the previous 12 months that has not been satisfied.

13. CURRENT OF FUTURE PROCEEDINGS:

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

14. APPOINTMENT OF AN ADMINISTRATOR:

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

15. PROFESSIONAL MANAGERS DETAILS:

Name of Manager:	Judy Staley
Business name:	Low Cost Strata Managers
ABN:	61 256 828 246
Postal Address:	P.O. Box 430, Officer 3809
Email Address:	info@lowcoststrata.com.au
Phone:	0455 888 614

**** As from 31/10/2024 the managers of PS528921K will be Unity Management Services 7067 5794. Ken Wilson ken.wilson@unitymanagement.services 0419 176 211 and James Carr james.carr@unitymanagement.service 0450 912 607**

16. ADDITIONAL INFORMATION:

The owner's corporation provides the following information for the benefit of the purchaser.

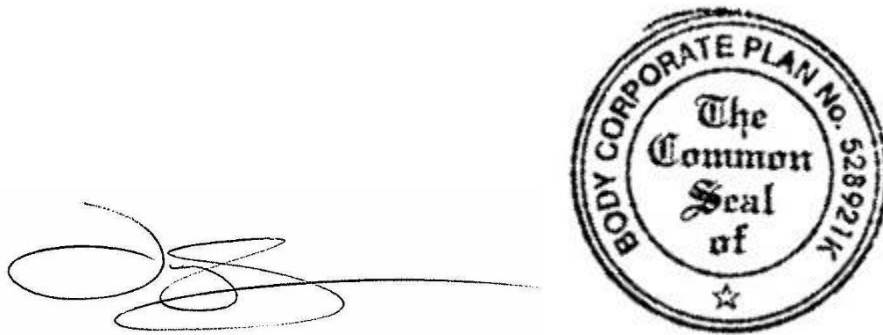
- (a) The Minutes of the most recent Annual General Meeting of the Owners Corporation are attached.
- (b) A copy of the Owners Corporation Rules is attached.
- (c) The prescribed statement in Schedule 3 is attached.
- (d) A copy of the insurance Certificate of Currency is attached.

OWNERS CORPORATION CERTIFICATE

As at 17/10/2024, Plan No. PS528921K OC 2 Lot 2

SIGNING:

The common seal of Plan No. PS528921K OC2, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20 (1) and Section 21 (2A) of the Owners Corporation Act 2006.



Registered Manager.

Name: Judy Staley

Director of Low Cost Strata Managers

Dated: 17/10/2024

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

1. The information contained in this Certificate is correct to the best of the managers knowledge at the time it is given.
2. The information is subject to change without notice.
3. The Act provides that any rules of a subdivision body corporate in force before the commencement of the Act continue in force and are deemed to be rules of the Owners Corporation under the new Act to the extent, they are not inconsistent with the new Act or the regulations (including the Model Rules) under the new Act.

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.

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 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

LOW COST STRATA MANAGERS,

P O BOX 430 OFFICER 3809 T: 0455 888 614

E: info@lowcoststrata.com.au

OWNERS CORPORATION NO:	PS528921K OC 2
ADDRESS:	22 Knight Street, Clayton South
DATE OF AGM:	Monday 20 th November 2023
TIME:	6pm by Zoom
ATTENDEES:	Yan Du (lot 6), Hardy Chandra (lot 2)
APOLOGIES	None
PROXIES	None
ENTITLEMENT TO VOTE	All attendees are entitled to vote on all resolutions
QUORUM	This attendance, including proxies, does not represent a quorum of Owners Corporation PS528921K OC 2. All decisions are interim decisions. Members totaling 25% of lot owners may petition a further meeting. After 28 days, if there is no petition, interim decisions become ordinary resolutions of the Owners Corporation and are binding on all parties.
MEETING CHAIR & MINUTE TAKER:	Judy Staley – Low Cost Strata Managers
MINUTES OF PREVIOUS AGM:	It was resolved to accept the Minutes of the last AGM held as true and correct.
FINANCIAL STATEMENTS	It was resolved to accept the Financial Statements as provided with the Notice of Meeting.
O H & S : ESSENTIAL SAFETY MEASURES: ASBESTOS REPORT:	It was resolved that the Owners Corporation does not require an O H & S Inspection. It was resolved that the members will monitor the property and advise the Manager immediately if any potential breach of O H & S rules are observed and the manager is authorized to attend to the immediate repair and raise a special levy if the Owners Corporation has insufficient funds to pay for the necessary work.
INSURANCE	Disclosure Statement: Judy Staley is a Distributor for Honan Insurance Brokers. She is only authorized to give factual advice and source quotes via Honan Insurance Brokers for the renewal of strata policies. Members are advised to consult the Financial Services Guide or Product Disclosure Statement (available from Honan Insurance Brokers or the manager) before deciding on insurance. The manager may receive a commission on any insurance arranged through Honan Insurance Brokers.
DETAILS OF EXISTING INSURANCE COVER	
Insurer:	AAMI
Policy Number:	HSA107320120
Insurance Type:	Strata Title – Residential
Renewal Date:	30/12/2023
Building Sum Insured:	\$3,307,500
Public Liability Cover:	\$20,000,000
Excess:	\$500-\$1,000
RENEWAL INSTRUCTIONS:	The owners present resolved that the building sum insured was in their opinion sufficient cover. It was resolved that the manager will renew with AAMI at \$3,307,500 or their recommended increase on 30/12/2023.

	It was resolved not to obtain an insurance valuation this year.
PENALTY INTEREST:	It was resolved that the Owners Corporation will charge interest on overdue levies. It was resolved that interest is to be calculated at the published penalty interest rate applicable at the time, and will commence to accrue from the first day following the due date for payment detailed on the Levy Notice (day 29)
DEBT RECOVERY ACTION:	It was resolved that the manager will refer to the committee or all lot owners prior to engaging solicitors to commence legal action against any lot owner who has unpaid contributions following the final due date for payment shown on a Final Fee Notice.
COMMITTEE:	It was resolved not to form a Committee. It was resolved that Yan Du (lot 6) will act as Chairperson until the next AGM.
SPECIAL RESOLUTIONS:	There were no Special Resolutions.
GENERAL BUSINESS/MAINTENANCE:	It was resolved to continue with Glen Cann Gardening & Handyman Services for the regular upkeep of the garden and trimming the hedges twice a year in the common area.
BANK ACCOUNT:	At as the date of meeting the Owners Corporation has \$7,368.81 in its bank account with all lot owners paid to 30/11/2023.
BUDGET:	
ADOPTED BUDGET TOTAL	\$9,330.00
Period:	1/01/2024-31/12/2024
Annual levy per lot:	\$1,332.85
Due Date (s):	\$666.00 due 1 st January and 1 st July 2024.
BUDGET ITEM	BUDGET AMOUNT
Annual Insurance Premium	\$6,300.00
LCSM Annual Management fee	\$2,310.00
Gardening	\$ 720.00
NEXT MEETING:	November 2024 by Zoom and/or phone
MEETING CLOSED:	6.15pm

Policy Renewal

SP528921K
22 KNIGHT STREET
CLAYTON SOUTH VIC 3169

Date of Issue	22 November 2023
Policy Number	HSA107320120
Period of Insurance	30 December 2023 to 11:59pm 30 December 2024
Due Date	30 December 2023
Total Amount Payable	\$7,733.25
Last Year's Annual Premium	\$5,728.15
Change on last year *35.0%	

Page 1 of 2



Dear Policy Holder,

Thank you for insuring your Strata Building with AAMI. Your current policy expires at 11.59pm on 30 December 2023 and we would like to invite you to renew with us for a further 12 months.

Please find enclosed your Certificate of Insurance showing policy details for the new period of insurance and Supplementary Product Disclosure Statement (if any).

It is important to review the information in your Certificate of Insurance carefully. If any details shown are incorrect, or there is other information you need to tell us, please call 13 22 44.

Please pay the amount payable by the due date to ensure you remain covered. If you have any questions about your insurance please call 13 22 44.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Take care,
The AAMI Team

*Why your premium may change

Each year your premium is likely to change even if your personal circumstances haven't.

Factors like the number of claims we experience, improved data and changes to the cost of running our business can impact your premium. Your premium may also be impacted by changes to rewards and discounts.

For more information please visit
www.aami.com.au/premium

\$ Payment Options



Internet: Visit aami.com.au



Phone: To pay via our automated card payment system call 1300 764 135. We accept VISA, Mastercard and American Express.



By Mail: Send this payment slip with your cheque made payable to: AAMI GPO Box 5356, Sydney NSW 1176



In Person: At any Post Office in Australia.



Direct Debit:
Call 13 22 44 to arrange payment by monthly instalments.



Bill Code: 655902
Ref: 15352107320120

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

Total Amount Payable **\$7,733.25**

Due Date **30 December 2023**

Reference Number **15352107320120**



*4060 30122023 HSA107320120

Once payment is made this document is a Tax Invoice for GST, enabling you to claim input tax credits if applicable to your business.

The premium comparison has been included to assist you in understanding the changes to your premium, including the impact of any taxes and charges. The premium shown includes any discounts and rewards.

Insured Address

UNIT 1-7 22 KNIGHT ST, CLAYTON SOUTH VIC 3169

	Last Year	This Year
Building		
Sum Insured	\$3,307,500	\$3,472,900
Base Premium	\$4,734.01	\$6,391.12
GST	\$473.40	\$639.11
Stamp Duty	\$520.74	\$703.02
Total Amount	\$5,728.15	\$7,733.25

The Total Premium payable for this year is \$7,733.25, which includes GST of \$639.11

If you are registered for GST purposes, your input tax credit entitlement or adjustment (whichever is applicable) is or is based on the GST amount shown above.

When referring to an amount from 'last year' on this notice

If you have made a change to your policy in the last 12 months, when we refer to an amount from last year, it may not be the amount you paid. To provide a more useful comparison, we are showing you an amount for your cover as of your most recent change. The amount from last year has been provided for comparison purposes only and should not be used for tax purposes.

We believe that actions
speak louder than words.
So if something unexpected
happens, you can rest
assured we're here to assist.
Helping customers recover
from life's mishaps is what

AAMI DOES



If Undelivered please return to:
PO Box 621
Archerfield BC QLD 4108

Sp528921k
DEANETO@GMAIL.COM

This is about your Strata Insurance
Policy number HSA107320120



1 December 2023

Dear Sp528921k,

This is about your Strata Insurance

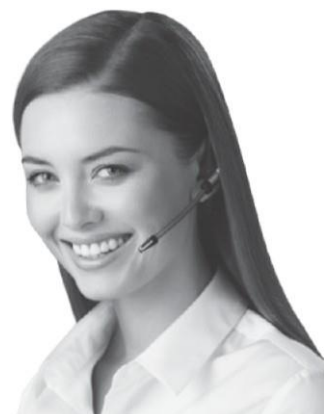
Please see below confirmation of your payment

Receipt

Policy Number	Amount	Payment Type	Receipt Number	Date Received
HSA107320120	\$7733.25	Policy Payment	15352107320120	01/12/2023

Please call us on 13 22 44 if we can help you with any other insurance matters.

Take care,
The AAMI Team



Certificate of Insurance

Date of Issue 22 November 2023

Policy Number HSA107320120

Page 1 of 2



Thank you for being an AAMI Strata Insurance customer.

Please have a read through the Certificate of Insurance to check all your policy details are correct and that the amount of cover meets your needs.

We do rely on you to honestly disclose all the correct details in regards to your policy.

If you'd like help with something, give us a call on 13 22 44.

Take care,

The AAMI Team

Insured Address

UNIT 1-7
22 KNIGHT ST,
CLAYTON SOUTH VIC 3169

The Insured

Sp528921k

Period of Insurance

30 December 2023 to 11:59pm 30 December 2024

Policy Type

Strata Building

Strata Cover

Building Sum Insured: \$3,472,900

Legal Liability: \$20 million

Excess Details

You may be able to reduce your premium if you choose a higher Flexi-Premium excess.

Building Flexi-Premium® Excess: \$500

Unoccupied Excess: \$1,000

Water Damage Excess: \$200

Theft or burglary by tenants or their guests excess: \$500

Malicious acts or vandalism by tenants or their guests excess: \$500

What You Have Told Us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.



The Building

Occupied As:	Owner/Tenanted
Dwelling Type:	Semi detached Duplex/ Triplex/Quadplex
Wall Construction:	Brick Veneer
Roof Construction:	Tile
Year Built:	Approx. 2007
Levels:	1
Floors:	Timber
Lifts:	No
Balconies:	No
Pool/SPA:	No
Recreational Facilities:	No
Well maintained and in good condition:	Yes
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other creatures; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.	
Under Renovation/ Construction:	No
Used for Business:	No
Unoccupied:	No
Financed:	No
Up to 40% of units are used for Holiday /Weekend/Shared Schemes:	No

Security Features

You have told us the following about the security at the building:

Smoke Detectors:	No
Restricted Access:	No

Insurance History

You have told us that in the past **three** years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim.
- You have had the following claim/s or losses:
 - 2017 - storm, cyclone or rainwater runoff
 - 2018 - storm, cyclone or rainwater runoff
 - 2018 - storm, cyclone or rainwater runoff
 - 2019 - storm, cyclone or rainwater runoff
 - 2019 - storm, cyclone or rainwater runoff
 (above list excludes any claims made on this policy)

When you need to contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you need to contact us' section of your PDS. If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.



**MINUTES OF AN ANNUAL GENERAL
MEETING THE OWNERS - STRATA PLAN
PS528921K2**

20-22 Knight Street, Clayton South, VIC, 3169

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan PS528921K2 was held on 03/12/2024 at 07:00 PM TEAMS

1 PRESENT

LOT 6 Yan Do

Ken Wilson of Unity Management Services

2 ARREARS

All Lot owners present were financial and entitled to vote.

3 QUORUM

This attendance does not represent a quorum of Owners Corporation PS528921K2. All decisions are ordinary resolutions of the Owners Corporation and are binding after only after 28 days.

4 MEETING CHAIRPERSON AND MINUTE TAKER

It was resolved by Ordinary Resolution for Ken Wilson to chair the meeting on behalf of the Owners Corporation. The same was authorised to take the minutes.

5 CONSIDERATION OF REPORTS

Ken Wilson introduced himself to the Lot Owners present after assuming the role of Manager since the 1st November, 2024. The Committee reported there was nothing to present.

6 CONFIRMATION OF MINUTES

It was resolved by Ordinary Resolution to accept the minutes of last year's Annual General Meeting as true and correct.

7 OH&S REPORT

It was noted by the Manager that the Owners Corporation has a responsibility to ensure the property is safe under the Occupation Health & Safety Act 1985. Members are reminded that they have an obligation to ensure the common property is maintained to a safe condition and that any health and safety risks identified on common property are to be reported to the Manager.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain an OH&S Report.

The Owners Corporation warrants that they will either attend to, or report to the Manager, any risks/hazards as they are identified.

8 ASBESTOS REPORT

It was noted that Owners Corporations built before 1st January 2004 that have common property are now required to survey buildings for Asbestos and ensure that there is an Asbestos Register available at the property. It is recommended to complete an Asbestos Report and Safety Audit, so an appropriate Report and Safety Audit, so an appropriate Asbestos Management Plan can be developed and kept at the property.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain an Asbestos Report.

9 ESSENTIAL SAFETY

It was noted that although Class1A buildings are exempt from ESM requirements, they are still subject to mandatory requirements regarding smoke detectors. It is also to be noted that all Owners are responsible for ensuring that all essential safety measures are regularly checked and maintained within their individual unit. Any obstructions to paths of travel or Issues with public lighting on common property should be reported to the Manager for appropriate actioning.

It was resolved by Ordinary Resolution that the Owners Corporation was not to obtain an Essential Safety Measures Audit, as it is not required for this class of building.

10 INSURANCE DETAIL

AAMI STRATA INSURANCE arranged by Yan Do on behalf of the Owner's Corporation

Building Sum Insured: \$3,646,500

Legal Liability: \$20 million

30th Dec 2024 to 30th Dec 2025

Premium: \$9,519.10

INSURANCE VALUATION

The last insurance valuation report was completed on 20/12/2018.

It was noted that under S.65(2) of the Owners Corporation Act, a valuation for the property must be obtained every 5 years or earlier as determined by the Owners Corporation.

It was resolved by Ordinary Resolution to obtain an Insurance valuation in August 2025 in readiness for the 2026 insurance quotations

INSURANCE RENEWAL

Currently, the Owners Corporation is responsible for arranging the insurance for the property, albeit, Ken Wilson is an interested party.

INSURANCE EXCESS

It was resolved by Ordinary Resolution that for all insurance claims made on the Owners Corporations insurance policy that the claimant (private lot owner) pays the excess, unless otherwise determined by the committee.

11 MAINTENANCE WORK

No Maintenance Issues were reported during the year.

12 MAINTENANCE PLAN

Not Applicable

13 FINANCIAL STATEMENT

Financial statements were tabled and the members resolved by Ordinary Resolution that they be adopted.

14 FINANCIAL AUDIT

Required for Tier 1&2 Owners Corporations (50+) and is optional for all other OC's pursuant to S.35 of the Owners Corporations Act 2006.

It was resolved by Ordinary Resolution that the Owners Corporation will not undertake an external audit of its financials

15 ANNUAL BUDGET

It has been resolved by Ordinary Resolution to ammend and adopt the Administration budget of \$7,500.00, inclusive of GST for the financial year ending 31/12/2025.

Accordingly, levies are struck annually on lot liability, per lot, pursuant to S.23 of the Owners Corporations Act.

Installment being due on 01/01/25.

Please note that the current bank account balance of \$5,912.46 will be used in conjunction with the January levys about to be raised to pay for the end December 2024 Insurance renewal. Can all Lot Owners please pay their January 2025 levy before the 20th December so the insurance premium can be paid and the property remains insured.

16

PENALTY INTEREST

17 It was resolved for the Owners Corporation to charge interest on overdue levies pursuant to S.29 of the Owners Corporation Act.

ACTION TO COLLECT

It was resolved by Ordinary Resolution that the Owners Corporation will recover past due fees through an authorised court of

* \$66 for 90 days from the due date

* \$110 to begin debt recovery

of jurisdiction, if required.

It was resolved by Ordinary Resolution that the costs incurred by the Owners Corporation in recovering fees and levies will be fully recoverable from the Indebted lot owner. This includes administrative fees and charges to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

It was resolved by Ordinary Resolution that all Contributions overdue from the due date will be liable for an overdue Administration Fee, payable to Unity Management Services for the following:

18 APPOINTMENT OF MANAGER

* \$0 for 30 days from the due date
It was resolved by Ordinary Resolution pursuant to S.119 of the Owners Corporation Act to continue with Unity Management Services as Managers of Owners Corporation PS443872S
* \$33 for 60 days from the due date

It was resolved by Ordinary Resolution pursuant to S.119(3) of the Owners Corporation Act to complete the Contract of Appointment of Owners Corporation Manager Contract and (pursuant to S.20 of the Owners Corporation Act) to affix the common seal to the Owners Corporation Manager Contract.

It was resolved by Ordinary Resolution pursuant to S.120 or S.121 of the Owners Corporation Act as applicable to delegate to the Manager all the powers under the Owners Corporation Act to enable them to perform their required duties.

19 APPOINTMENT OF MANAGEMENT COMMITTEE

No members were nominated to the Committee of Management, therefore the Owners Corporation does not have Committee.

All decisions will be balloted to all owners at the hourly rate as specified in schedule 2.2 of the Contract of Appointment.

20 APPOINTMENT OF CHAIRPERSON AND SECRETARY

It was resolved by Ordinary Resolution to appoint My Yan Do of Lot 6 as Chairperson and Secretary of the Owners Corporation

21 DESIGNATION OF PUBLIC OFFICER

Not Applicable

22 SPECIAL RESOLUTION

Not Applicable

23 GENERAL BUSINESS

There was no general business raised.

24 NEXT MEETING

The next Annual General Meeting will be held before the end of the Owners Corporations financial year.

25 MEETING CLOSE

The meeting closed at 7:45 PM

Proposed Budget to apply from 01/01/2025

Clayton South, 20-22 Knight Sreet PS528921K2 20-22 Knight, Clayton South VIC 3169

Administrative Fund

Proposed budget

Revenue

143000	Levies Due--Admin	7,500.00
	<i>Total revenue</i>	7,500.00

Less expenses

154000	Admin--Management Fees--Standard	2,310.00
159100	Insurance--Premiums	3,490.00
159200	Insurance--Valuation	400.00
178400	Maint Grounds--Lawns & Gardening	1,300.00
	<i>Total expenses</i>	7,500.00

Surplus/Deficit

		0.00
--	--	------

Opening balance	5,912.46
-----------------	----------

Closing balance

	\$5,912.46
--	------------

Total units of entitlement	700
----------------------------	-----

Levy contribution per unit entitlement	\$10.71
----------------------------------------	---------

Proposed Levy Posting for

Clayton South, 20-22 Knight Sreet PS528921K2
ABN

First instalment due date: 20/12/2024

Discount: Nil

Instalment frequency: Six-monthly

Group:

Number of instalments: 1

Entitlement set: Levy Entitlement

Description: Yearly Levies

Levy determination date: 03/12/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	100.00	1,071.45	0.00	1,071.45
2	2	100.00	1,071.45	0.00	1,071.45
3	3	100.00	1,071.45	0.00	1,071.45
4	4	100.00	1,071.45	0.00	1,071.45
5	5	100.00	1,071.45	0.00	1,071.45
6	6	100.00	1,071.45	0.00	1,071.45
7	7	100.00	1,071.45	0.00	1,071.45
Totals		700.00	\$7,500.15	\$0.00	\$7,500.15
GST included in amounts to be raised			\$0.00	\$0.00	\$0.00
Amount to be raised per unit of entitlement			\$10.71	\$0.00	\$10.71

Notice of Levies

Invoice

Issued 06/12/2024 on behalf of:

Clayton South, 20-22 Knight Sreet PS528921K2

20-22 Knight
Clayton South VIC 3169

Mr Chandra
2/20-22 Knight
Clayton South VIC 3169

for Lot 2 Unit 2
Hardy Chandra

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Cap Wrks Fnd	
20/12/2024	Yearly Levies	1,071.45	0.00	1,071.45
	Total due in month	1,071.45	0.00	1,071.45

Total of this notice 1,071.45 (including nil GST)

Arrears	0.00
Interest on arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	1,071.45
Prepaid	0.00
Total amount due	\$1,071.45

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
The rate of interest has been calculated in accordance with the current rate under the
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.
Cheques should be made payable to 'Clayton South, 20-22 Knight Sreet
PS528921K2'

Levy Payment due 20/12/2024



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings
accounts. Please complete registration at www.deft.com.au. You do
not need to re-register for the internet service if already registered.

Mr Chandra

Strata Plan PS528921K2

Lot 2 Unit 2



*496 242915874 37674102745



Pay over the Internet from your
Bank account. Register at
www.deft.com.au



Credit card payments can be made
over the internet. Log onto
www.deft.com.au and follow the
instructions. A surcharge will be
applicable if you use this option



Pay by mailing this payment slip with
your cheque to:
DEFT Payment Systems
GPO Box 4690, Sydney NSW 2001



Pay in-store at Australia Post by
cheque or EFTPOS.

Biller code 96503

Contact your participating financial institution to make a BPAY payment
from your cheque or savings account. Enter the biller code and your
DEFT reference number. To use the QR code, use the reader within your
mobile banking app. More info: www.bpay.com.au

Unity Management Services Pty Ltd

DEFT Reference Number

24291587437674102745

Amount Due

\$1,071.45

Due Date

20/12/2024

Amount Paid

\$

Important information on fees and charges

This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Disputes

The *Owners Corporations Act 2006* (the Act), Owners Corporations Regulations (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

the owners corporation internal dispute resolution process

conciliation through Consumer Affairs Victoria

applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).

A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.

Persons involved in the dispute will be notified of decisions by the owners corporation.

If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the [Consumer Affairs Victoria website](http://consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au).

Policy Renewal

SP528921K
22 KNIGHT STREET
CLAYTON SOUTH VIC 3169

Date of Issue	20 November 2024
Policy Number	HSA107320120
Period of Insurance	30 December 2024 to 11:59pm 30 December 2025
Due Date	30 December 2024
Total Amount Payable	\$9,519.10

Page 1 of 2



Strata Insurance

Dear Policy Holder,

Thank you for insuring your Strata Building with AAMI. Your current policy expires at 11.59pm on 30 December 2024 and we would like to invite you to renew with us for a further 12 months.

Please find enclosed your Certificate of Insurance showing policy details for the new period of insurance and Supplementary Product Disclosure Statement (if any).

It is important to review the information in your Certificate of Insurance carefully. If any details shown are incorrect, or there is other information you need to tell us, please call 13 22 44.

Please pay the amount payable by the due date to ensure you remain covered. If you have any questions about your insurance please call 13 22 44.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Take care,
The AAMI Team

Why your premium may change

Each year your premium is likely to change even if your personal circumstances haven't.

Factors like the number of claims we experience, improved data and changes to the cost of running our business can impact your premium. Your premium may also be impacted by changes to rewards and discounts. Please see premium comparison for further information.

For more information please visit
www.aami.com.au/premium



Payment Options



Internet: Visit aami.com.au



Phone: To pay via our automated card payment system call 1300 764 135. We accept VISA, Mastercard and American Express.



By Mail: Send this payment slip with your cheque made payable to: AAMI GPO Box 5356, Sydney NSW 1176



In Person: At any Post Office in Australia.



Direct Debit:
Call 13 22 44 to arrange payment by monthly instalments.



Bill Code: 655902
Ref: 15352107320120

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

Total Amount Payable **\$9,519.10**

Due Date **30 December 2024**

Reference Number **15352107320120**



*4060 30122024 HSA107320120

Once payment is made this document is a Tax Invoice for GST, enabling you to claim input tax credits if applicable to your business.

The premium comparison has been included to assist you in understanding the changes to your premium, including the impact of any taxes and charges. The premium shown includes any discounts and rewards.

Insured Address

UNIT 1-7 22 KNIGHT ST, CLAYTON SOUTH VIC 3169

	Last Year	This Year
Building		
Sum Insured	\$3,472,900	\$3,646,500
Base Premium	\$6,391.12	\$7,867.03
GST	\$639.11	\$786.70
Stamp Duty	\$703.02	\$865.37
Total Amount	\$7,733.25	\$9,519.10

The Total Premium payable for this year is \$9,519.10, which includes GST of \$786.70

If you are registered for GST purposes, your input tax credit entitlement or adjustment (whichever is applicable) is or is based on the GST amount shown above.

When referring to an amount from 'last year' on this notice

If you have made a change to your policy in the last 12 months, when we refer to an amount from last year, it may not be the amount you paid. To provide a more useful comparison, we are showing you an amount for your cover as of your most recent change. The amount from last year has been provided for comparison purposes only and should not be used for tax purposes.

We believe that actions
speak louder than words.
So if something unexpected
happens, you can rest
assured we're here to assist.
Helping customers recover
from life's mishaps is what

AAMI DOES

Certificate of Insurance

Date of Issue 20 November 2024

Policy Number HSA107320120

Page 1 of 2



Thank you for being an AAMI Strata Insurance customer.

Please have a read through the Certificate of Insurance to check all your policy details are correct and that the amount of cover meets your needs.

We do rely on you to honestly disclose all the correct details in regards to your policy.

If you'd like help with something, give us a call on 13 22 44.

Take care,

The AAMI Team

Insured Address

UNIT 1-7
22 KNIGHT ST,
CLAYTON SOUTH VIC 3169

The Insured

Sp528921k

Period of Insurance

30 December 2024 to 11:59pm 30 December 2025

Policy Type

Strata Building

Strata Cover

Building Sum Insured: \$3,646,500

Legal Liability: \$20 million

Excess Details

You may be able to reduce your premium if you choose a higher Flexi-Premium excess.

Building Flexi-Premium® Excess: \$500

Unoccupied Excess: \$1,000

Water Damage Excess: \$200

Theft or burglary by tenants or their guests excess: \$500

Malicious acts or vandalism by tenants or their guests excess: \$500

What You Have Told Us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.



The Building

Occupied As:	Owner/Tenanted
Dwelling Type:	Semi detached Duplex/ Triplex/Quadplex
Wall Construction:	Brick Veneer
Roof Construction:	Tile
Year Built:	Approx. 2007
Levels:	1
Floors:	Timber
Lifts:	No
Balconies:	No
Pool/SPA:	No
Recreational Facilities:	No
Well maintained and in good condition:	Yes
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other creatures; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.	
Under Renovation/ Construction:	No
Used for Business:	No
Unoccupied:	No
Financed:	No
Up to 40% of units are used for Holiday /Weekend/Shared Schemes:	No

Security Features

You have told us the following about the security at the building:

Smoke Detectors:	No
Restricted Access:	No

Insurance History

You have told us that in the past **three** years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim.
- You have had the following claim/s or losses:
 - 2017 - storm, cyclone or rainwater runoff
 - 2018 - storm, cyclone or rainwater runoff
 - 2018 - storm, cyclone or rainwater runoff
 - 2019 - storm, cyclone or rainwater runoff
 - 2019 - storm, cyclone or rainwater runoff
 (above list excludes any claims made on this policy)

When you need to contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you need to contact us' section of your PDS. If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

