REIV
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LAW INSTITUTE VICTORIA

Contract of Sale of Land

Property:

Vendors: Neil Andrew Taylor & Lynette Edna Taylor
(as Trustees for the NATLET Superannuation Fund)

Property: Unit 8 & Accessory Unit 16, 11 John Street Blackburn

McCracken and McCracken
Lawyers
Suite 4
60 Railway Road
BLACKBURN VIC 3130

PH: 03 9670 9661
REF: SJM:TS 250661

AICVIC
AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA
Endorsed by the Australian Institute of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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* (Vic) 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* (Vic).

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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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

…… Name of individual

…….. Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

……

……..

Name of individual Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN ……..…
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……/……/……...

for and on behalf of:

Neil Andrew Taylor ……..
Name of individual Signature of individual

State nature of authority (if applicable): As Trustee for the NATLET Superannuation Fund

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

Lynette Edna Taylor ……..
Name of individual Signature of individual

State nature of authority (if applicable): As Trustee for the NATLET Superannuation Fund

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

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Particulars of sale

Vendor's estate agent

Name: O'Brien Real Estate

Address: 98 South Parade Blackburn 3130

Email: blackburn@obre.com.au

Tel: (03) 9894 2044 Mob: 0411 061 796 Ref: Anthony Mulinaro

Vendors:

Name: Neil Andrew Taylor and Lynette Edna Taylor (as Trustees for the NATLET Superannuation Fund)

Vendors' legal practitioner or conveyancer

Name: McCracken & McCracken Lawyers

Address: Suite 4, 60 Railway Road Blackburn 3130

Email: sjm@mccrackenlegal.com

Tel: 03 9670 9661 Fax: 03 9670 4704 Contact: Stephen Morton Ref: SJM:TS 250661

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: .... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 8818	Folio 911	8	RP001761
Volume 8818	Folio 919	16	

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 8 & Accessory Unit 16, 11 John Street Blackburn

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

All fixed floor coverings, electric light fittings and window furnishings

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

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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 and 26.2)

is due on ..... / ..... /20.....

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 21st 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 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* (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: $ ..... Approval date: ..... / ..... /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special conditions

1. LAND IDENTITY

The Purchaser admits that the land offered for sale and inspected by the Purchaser is identical with that described in the title particulars contained in the Contract. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

2. NO REPRESENTATIONS

The Purchaser acknowledges that:

2.1. the Vendor's agent has acted as sole agent for the Vendor;

2.2. no information representation or warranty supplied made or given by the Vendor or the Vendor's Agent was made with the knowledge or intention that it would be relied on and that no such information representation or warranty has, in fact, been relied on

2.3. the Purchaser had sufficient opportunity to carry out investigations and to make enquiries in relation to the property before signing this Contract;

2.4. the Purchaser has relied only on its own enquiries and inspection of the property including all improvements, fixtures, fittings and goods when entering into this Contract;

2.5. it has not relied on any description of the property included in any brochure, investment report or advertising for the sale;

2.6. no representation or warranty has been made or given that the property is suitable for the Purchaser's intended purpose or that any permit has been obtained or is available;

2.7. no warranty has been given as to the condition, quality or fitness for purpose of the improvements, fixtures, fittings or chattels or that the improvements are erected within the boundaries of the Land or that improvements owned by persons other than the Vendor do not encroach on the Land; and

2.8. no warranty or representation has been made that the property complies with all or any laws applicable to the property or the requirements of any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements.

3. PLANNING

The Purchaser buys subject to any restrictions imposed by, and to the provisions of, any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments of any authority empowered to make restrictions. Any such restriction shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

4. SERVICES

The Purchaser acknowledges that it is the Purchaser's responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The Purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-connection of all services that they may require.

5. CONDITION OF PROPERTY

The Purchaser acknowledges that:

5.1. the property and the goods are purchased in their existing condition;

5.2. the Purchaser has purchased the Property as a result of their own inspections and enquiries and accepts the land sold (including improvements thereon) in its present state of repair and condition including any contamination by any hazardous substances.

5.3. the Purchaser shall not be entitled to make any objection requisition or claim compensation in respect of the condition or state of repair of the land and improvements or any defect (whether latent or patent), the existence of any contaminants in or on the property or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval or consent was obtained or condition complied with) or of any non-compliance with the provisions of the Local Government Act, the Building Act or any other Act relating to such improvements or to any regulations made under such Acts.

6. PROPERTY IN GOODS

The property in any goods sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

7. ACKNOWLEDGEMENT

The Purchaser acknowledges having received from the Vendor's Agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32(1) of the *Sale of Land Act 1962*.

8. STATEMENT CONCERNING FINANCE

If the Agent of the Vendor or Auctioneer or any person or employee acting on behalf of the Agent or Auctioneer has made any promise to the Purchaser with respect to obtaining of a loan of money to defray some or all of the purchase price then the Purchaser hereby acknowledges that prior to signing this Contract the Purchaser received from the Agent or Auctioneer a statement in writing as provided by Section 51 of the Estate Agents Act.

9. GUARANTEE

Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee of Due Performance in the form annexed hereto by two of the directors of the Purchaser company or one director and the company secretary of the Purchaser company provided that if the Purchaser company shall fail to procure the execution of such guarantee then this Contract of Sale shall be voidable at the option of the Vendor.

10. GOODS AND SERVICES TAX

10.1. Words used in this Special Condition defined in A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act") have the meaning given to them in the GST Act.

10.2. If any supply made by a party under this Contract is subject to GST, the Recipient of the supply must pay an additional amount to the Supplier of the supply.

10.3. Subject to any agreement in respect of the application of the margin scheme, the additional amount payable under Special Condition 10.2 is:

10.3.1. equal to the consideration payable by the Recipient for the relevant supply multiplied by the prevailing GST rate; and

10.3.2. payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

10.4. Subject to the application of the margin scheme to the supply of the Property, immediately upon payment of the consideration for a supply and the additional amount referred to in Special Condition 10.3 in respect of that supply, the Supplier must provide the Recipient with a valid tax invoice.

10.5. **Input tax credit**

The Purchaser acknowledges that it will not be entitled to claim input tax credits in respect of the acquisition of the Property where the margin scheme applies.

10.6. **Margin scheme payments**

If the margin scheme applies to the supply of the Property:

10.6.1. the Vendor must at the Purchaser's request obtain from an appropriately qualified valuer a sworn valuation of the Property as at 1 July 2000 and provide a copy of that valuation to the Purchaser on or before the Settlement Date;

10.6.2. the Purchaser releases the Vendor from and indemnifies the Vendor against all Loss including legal fees and disbursements (on a full indemnity basis), liability, fine, penalty, suit, claim or damage in relation to the application of the margin scheme and the valuation;

10.6.3. the Vendor is not required to issue a tax invoice; and

10.6.4. the amount of GST the Purchaser must pay is to be calculated in accordance with Section 75-10 of the GST Act.

10.7. **Purchaser remains liable**

Despite any agreement made in respect of the margin scheme under this Contract, the Purchaser remains liable for all GST payable under this Contract in relation to the sale of the Property, however assessed or calculated.

11. DEFAULT

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract or at a time subsequently arranged by consent with the Vendor's representative, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay, in addition to interest chargeable on the balance of purchase monies in accordance with the terms of the Contract:

11.1. the costs of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;

11.2. interest payable by the Vendor under any existing Mortgage over the property calculated from the due date of settlement;

11.3. Accommodation expenses necessarily incurred by the Vendor;

11.4. Legal costs and expenses as between the Vendor's representative and the Vendor;

11.5. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until remedy by the Purchaser or the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

12. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

12.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

12.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

12.3. The Purchasers will indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

12.4. This special condition will not merge on completion.

13. FOREIGN INVESTMENTS REVIEW BOARD

If the purchase of the Property by the Purchaser requires approval under the Foreign Acquisitions and Takeovers Act 1975 (as amended) or under the Banking (Foreign Exchange) Regulations then the Purchaser warrants that such approval or approvals has or have been obtained. The Purchaser agrees to indemnify and keep indemnified the Vendor against any loss (including consequential loss) the Vendor may suffer by reason of the Vendor having relied upon this warranty when accepting the offer or tender of the Purchaser in respect of the Property.

14. WHOLE AGREEMENT

This Contract sets out all the terms and conditions of this sale. Any promise condition representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negatived and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of signing this Contract which relates to the property. This condition shall operate for the benefit of the Vendor and the Vendor's Agent and their respective employees agents and contractors.

15. SEVERABILITY

If any part of this Contract becomes void or unenforceable or is illegal then that part must be severed from this Contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

16. NON MERGER

Any term of this Contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the Property but will continue to have full force and effect.

17. GOVERNING LAW

This Contract is governed by the laws of the State of Victoria.

18. AUCTION

The property is offered for sale by auction subject to the Vendor's reserve price. The Rules for conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

19. ADJUSTMENTS - PERIODIC OUTGOINGS

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

20. NOTICES

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 all directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

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(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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.

1.4 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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

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 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.

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

14.6 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.

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

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

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

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.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement 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.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement 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 lodgement.

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 during the hours that the settling ELNO operates in the State of Victoria.

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 lodgement network operator;

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

(d) 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 lodgement 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, unless the margin scheme applies.

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

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(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 these general conditions –

(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 –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major 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 –

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(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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.

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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;

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(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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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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 or acceptance by the vendor of a repudiation by the purchaser –

(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.

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GST WITHHOLDING NOTICE

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

Purchaser must make a GST Withholding Payment: ☐ Yes ☒ No

GST WITHHOLDING PAYMENT DETAILS

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Supplier's Name:

Supplier's ABN:

Supplier's Email Address:

Supplier's Phone Number:

Withholding amount: $_____

If more than one supplier, provide the above details for each supplier.

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GUARANTEE OF DUE PERFORMANCE OF CONTRACT

Vendors: Neil Andrew Taylor & Lynette Edna Taylor (as Trustees for the NATLET Superannuation Fund)

Purchaser: ……

Guarantor(s): ……

……

The Contract: Date of Contract / / 202

IN CONSIDERATION of the Vendor at the request of the Guarantor entering into the Contract with the Purchaser, the Guarantor HEREBY AGREES as follows:

1. The Guarantor guarantees to the Vendor as a continuing guarantee that the Purchaser will punctually perform and observe all of the Purchaser's obligations under the Contract.

2. The Guarantor will pay to the Vendor on demand any amount which the Vendor is entitled to receive from the Purchaser under the Contract during the continuance of or after termination of the Contract.

3. The Guarantor indemnifies the Vendor against all loss resulting from the Vendor having entered into the Contract, whether from the Purchaser's failure to perform and observe the Purchaser's obligations under the Contract or from the Contract being unenforceable against the Purchaser.

4. The liability of the Guarantor will not be affected by:

   (a) the Vendor granting time or any other indulgence to or agreeing not to sue the Purchaser or another Guarantor;

   (b) any delay, failure or mistake by the Vendor in taking action against the Purchaser or any Guarantor;

   (c) a variation, novation, renewal or assignment of the Contract or the termination of the Contract;

   (d) the liquidation, insolvency or dissolution of the Purchaser;

   (e) the non execution of this Guarantee by any other party; or

   (f) any law or principle of equity which may otherwise affect the liability of the Guarantor under this Guarantee.

5. If the Guarantor consists of more than one person then this Guarantee will bind them jointly and severally.

Dated: / / 2025

SIGNED SEALED AND DELIVERED by the first named Guarantor in the presence of:) ……

……
Witness

SIGNED SEALED AND DELIVERED by the second named Guarantor in the presence of:) ……

……
Witness

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This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

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 8 & Accessory Unit 16, 11 John Street Blackburn

+ Vendor's name	Neil Andrew Taylor (as Trustee for the NATLET Superannuation Fund)	**Date** / /
+ Vendor's signature		
+ Vendor's name	Lynette Edna Taylor (as Trustee for the NATLET Superannuation Fund)	**Date** / /
+ Vendor's signature		

+ Purchaser's name		**Date** / /
+ Purchaser's signature		
+ Purchaser's name		**Date** / /
+ Purchaser's signature		

Important information

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1. FINANCIAL MATTERS

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

Their total does not exceed $5,000.00

Authority	Amount	Interest (if any)
(1) Whitehorse City Council	(1) see attached certificate	(1)
(2) Yarra Valley Water	(2) see attached certificate	(2)
(3) State Revenue Office (land tax)	(3) see attached certificate	(3)
(4) Owners Corporation	(4) see attached certificate	(4)

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.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:	AVPCC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ 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 set out 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:

None to the knowledge of the Vendor.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the knowledge of the Vendor. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property and the Purchasers ought to make their own enquiries.

4.2 Agricultural Chemicals

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

None to the knowledge of the Vendor.

4.3 Compulsory Acquisition

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

None to the knowledge of the Vendor.

5. BUILDING PERMITS

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

~~*Are contained in the attached certificate.~~

~~OR~~

*Not applicable.

6. OWNERS CORPORATION

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

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

~~OR~~

~~6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

~~OR~~

~~6.3 *The owners corporation is an inactive owners corporation.[1]~~

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.

7.1 **Work-in-Kind Agreement**

Not applicable.

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Not applicable.

8. SERVICES

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

Electricity supply ☐ Gas supply ☐ Water supply ☐ Sewerage ☐ Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 **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.

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not applicable.

10.2 **Staged Subdivision**

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

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not applicable.

[1] An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

☒ Vacant Residential Land or Land with a residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

1. Titles Office Register Search Statements
2. Plan of Subdivision
3. Owners Corporation Search Report
4. Owners Corporation Rules
5. Due Diligence Checklist
6. Planning Property Report and Designated Bushfire Prone Area Report
7. Council Annual Valuation and Rate Notice
8. Water Quarterly Bill
9. Owners Corporation Fee Notice
10. 2025 Land Tax Assessment Notice
11. Roads Certificate
12. Planning Certificate
13. Water Rates and Encumbrance Certificate
14. Land Tax Clearance Certificate
15. Council Land Information Certificate
16. Council Building Information
17. Owners Corporation Certificate

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

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

VOLUME 08818 FOLIO 911

Security no : 124129542109N
Produced 31/10/2025 04:20 PM

LAND DESCRIPTION

Lot 8 on Registered Plan of Strata Subdivision 001761.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 07406 Folio 195

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NEIL ANDREW TAYLOR
LYNETTE EDNA TAYLOR both of 44 LAWRENCE STREET BLACKBURN SOUTH VIC 3130
AC506556R 28/11/2003

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP001761 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 8 11 JOHN STREET BLACKBURN VIC 3130

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP001761

DOCUMENT END

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

VOLUME 08818 FOLIO 919

Security no : 124129543951L
Produced 31/10/2025 05:05 PM

LAND DESCRIPTION

Lot 16 on Registered Plan of Strata Subdivision 001761.
CAR PARK
PARENT TITLE Volume 07406 Folio 195

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NEIL ANDREW TAYLOR
LYNETTE EDNA TAYLOR both of 44 LAWRENCE STREET BLACKBURN SOUTH VIC 3130
AC506556R 28/11/2003

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE RP001761 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: JOHN STREET BLACKBURN VIC 3130

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP001761

DOCUMENT END

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PLAN OF STRATA SUBDIVISION

EDITION 1

RP001761

LOCATION OF LAND

PARISH: NUNAWADING
TOWNSHIP: -
SECTION: -
CROWN ALLOTMENT: 74 (PART)
CROWN PORTION: -
TITLE REFERENCE: VOL. 7406 FOL. 195
LAST PLAN REFERENCE: LOT 2 ON LP 16555
DEPTH LIMITATION: DOES NOT APPLY
POSTAL ADDRESS: 11 JOHN STREET, BLACKBURN

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: ELLIOT WILLIAM MAHON
Survey Date: 12/12/1969
Certification Date: 12/12/1969

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF NUNAWADING on 16/02/1970

REGISTERED DATE: 12/03/1970

PLAN UPDATED BY REGISTRAR IN AN661031Q 29/06/2017

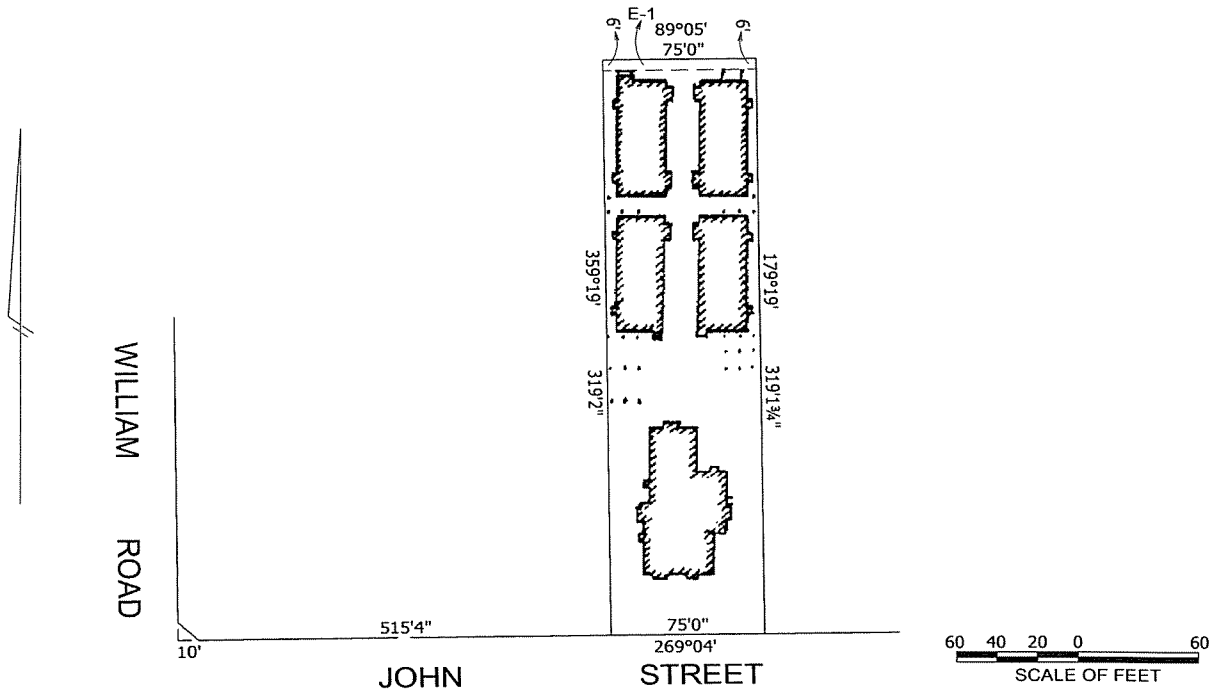


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	6'	LP 16555 & LP 13905	LOTS ON LP 16555 & LOTS ON LP 13905	COMMON PROPERTY AND LOTS 14 & 15

MEASUREMENTS ARE IN FEET & INCHES METRIC CONVERSION = (0.3048 x FEET) + (0.0254 x INCHES) SHEET 1 OF 3

PLAN OF STRATA SUBDIVISION RP001761

LEGEND

THE BUILDINGS IN THE PARCEL A PART OF WHICH IS CONTAINED IN LOTS 1 TO 13 AND 15 TO 20 ARE SINGLE STOREY BUILDINGS.
THE BUILDING IN THE PARCEL WHICH IS CONTAINED IN LOT 14 IS A SINGLE STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 10 LIES FOUR FEET BELOW THE LEVEL OF THE FLOOR OF THAT PART OF THE BUILDING OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES TWENTY FEET ABOVE ITS LOWER BOUNDARY.

THE LOWER BOUNDARY OF LOTS 11 TO 20 IS THAT PART OF THE SITE OF THE RESPECTIVE LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THE OUTER SURFACE OF THE ROOF OF THE RELEVANT LOT.

LOTS 11 TO 20 ARE ACCESSORY LOTS.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
MEDIAN: BOUNDARIES MARKED 'M'
OUTSIDE FACE OF WALLS: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

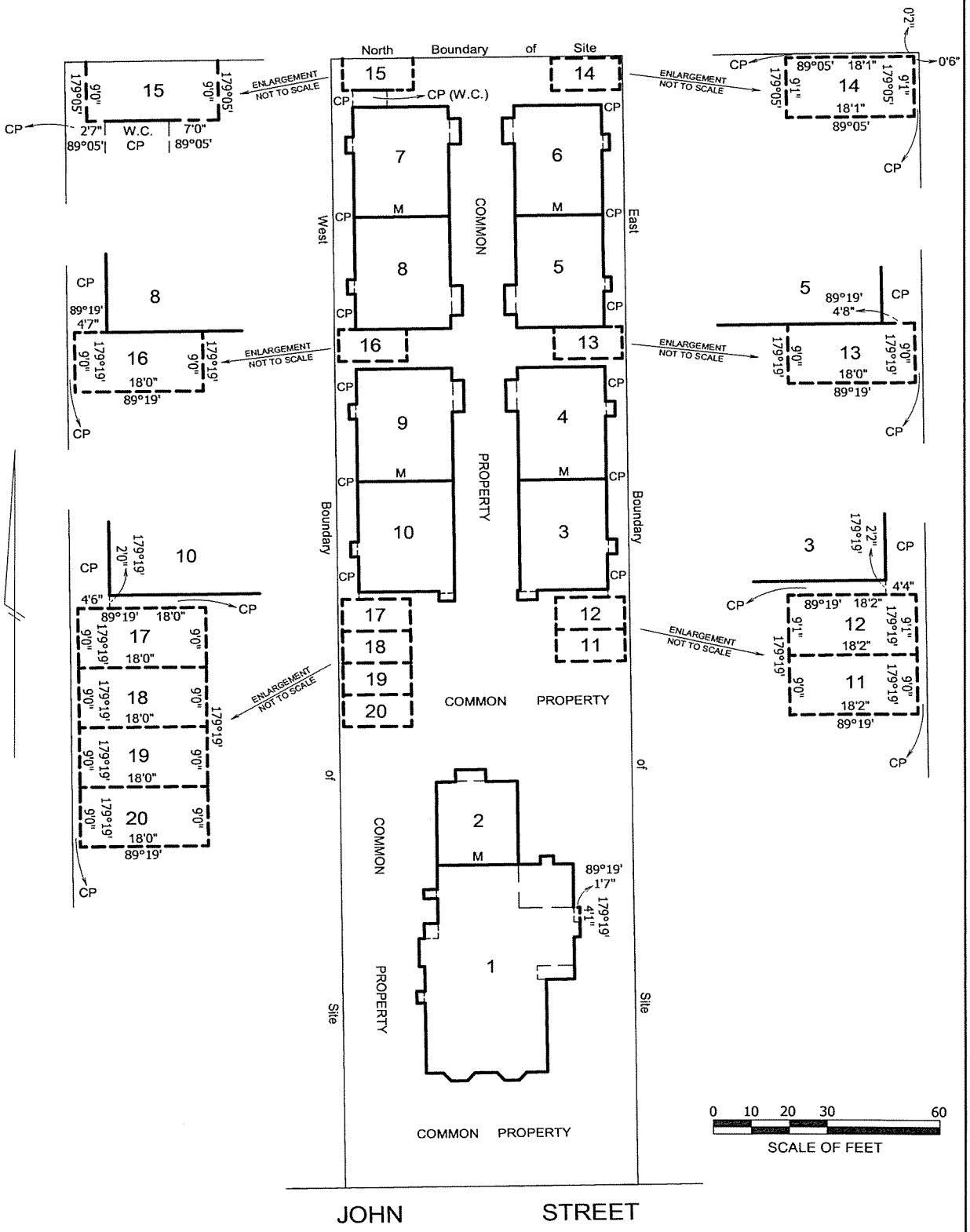
THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1	COLUMN 2
LOTS 1 TO 10	LOTS 11 TO 20

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

RP001761



MEASUREMENTS ARE IN FEET & INCHES

SHEET 3

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP001761

The land in RP001761 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 20.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
11 JOHN STREET BLACKBURN VIC 3130

RP001761 12/03/1970

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. AG666428U 04/09/2009

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	160	160
Lot 2	56	56
Lot 3	98	98
Lot 4	98	98
Lot 5	98	98
Lot 6	98	98

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/10/2025 04:48:14 PM

OWNERS CORPORATION
PLAN NO. RP001761

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	98	98
Lot 8	98	98
Lot 9	98	98
Lot 10	98	98
Lot 11	2	2
Lot 12	2	2
Lot 13	2	2
Lot 14	2	2
Lot 15	2	2
Lot 16	2	2
Lot 17	2	2
Lot 18	2	2
Lot 19	2	2
Lot 20	2	2
Total	**1020.00**	**1020.00**

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.

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BR

Owners Corporation
Notification of making, amendment or revocation of rules
Section 142 Owners Corporation Act 2006

OFFICE OF TITLES T.H O VICTORIA

AG666428U
03/08/2009 $56.40 OCAR

Lodged by: ROSS HUNT PTY LTD.
Name: BRONWYN RAYNER
Phone: 9830 4044
Address: 1/1 NORFOLK ROAD, SURREY HILLS.
Reference: 1761
Customer Code: 2663L

Owners Corporation Number ~~1761~~ 1 Plan number RP 1761

Supplied with this notification is:

1. The copy of the rules of the Owners Corporation currently in force, certified by the Secretary.
2. The special resolution passed on ~~21/04/2009~~ under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 28/7/2009

Signature of Secretary, Australian Legal Practitioner under the Legal Profession Act 2004 or agent of the Owners Corporation.

..... BRONWYN RAYNER .....

The common seal of Owners Corporation Number ~~1761~~ 1
Plan number RP 1761
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of :

BODY CORPORATE-STRATA PLAN NO. R.P. 1761 ★ THE COMMON SEAL OF

.....	..... Greta Smith
Lot Owner unit 6	Lot Owner unit 9
Full name Yun Fong Wong (John)	Full name GRETA MARGARET SMITH
Address 6/11 John street Blackburn Victoria 3130	Address 9/11 JOHN ST BLACKBURN VICTORIA 3130

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

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AG666428U
03/08/2009 $56.40 OCAR

RP

OWNERS CORPORATION NO. 1761

11 JOHN STREET, BLACKBURN

SPECIAL RULES ADOPTED BY THE OWNERS CORPORATION UNDER PART 8, s.138-143 Incl. OF THE OWNERS CORPORATION ACT 2006

Use of common property and lots.

1. A member must not, and must ensure that the occupier of a member's lot does not-

   (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or

   (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the owners corporation; or

   (c) use or permit a lot affected by the owners corporation to be use for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or

   (d) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation; or

   (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or

   (f) keep any animal on a lot affected by the owners corporation or the common property after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance; or

   (g) allow visitors to park on the common property; or

   (h) allow children in their care to play in the driveway.

2. A member shall not paint or colour the outside of the whole or any part of his/her unit without the prior written approval of the committee.

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AG666428U
03/08/2009 $56.40 OCAR

3. A member may not erect or keep external awnings or blinds on his/her unit except with the prior written approval of the committee.

4. A member shall not do or permit or suffer anything to be done in or on his or her unit which may render any insurance policy insuring any property on the subdivision against damage by fire or storm or other risks, void or voidable or which shall render an increased premium payable by reason of his/her use of his or her property. If a member shall commit a breach of this by-law he/she shall pay an increased premium which is made payable by the owners corporation by reason of that use.

5. No member shall keep or store any other vehicle or chattels on the common property or in a carport (except a motor car) without the written consent of the committee.

6. No member shall display any sign or notice upon his/her unit without the written consent of the committee, which consent shall not be unreasonably withheld in case of a proposed sale or letting of the unit.

7. No member shall use his or her unit other than for private residential purposes.

8. Every owner of a unit (including every joint owner and every owner in common) and every member of the committee is authorised by and on behalf of the owners corporation and also by and on behalf of the owners of the common property on the subdivision
   (a) to warn any person or persons trespassing on the said common property to leave same.
   (b) to require any person (whether a member of the owners corporation or not) to remove from the common property any vehicle, goods, chattels or rubbish placed, left, hung or stored on common property by that said person without due authority.

9. No owner or owners of a unit and no other persons in possession of a unit shall permit or authorise any other person to permit any vehicle or other goods or chattels or any rubbish to become or remain stationary on the common property or to be left on the common property.

I hereby certify these rules to be a true and correct copy of the rules made by special resolution at the Annual General Meeting dated 21 April 2009.

Signed ..... RP
Bronwyn Rayner, Owners Corporation No. 1761 Manager
Ross Hunt Real Estate Pty Ltd

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Consumer Affairs Victoria

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 29 October 2025 06:21 PM

PROPERTY DETAILS

Address:	**8/11 JOHN STREET BLACKBURN 3130**
Lot and Plan Number:	**Lot 8 RP1761**
Standard Parcel Identifier (SPI):	**8\RP1761**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**235696**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 K8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

PCRZ - Public Conservation and Resource

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

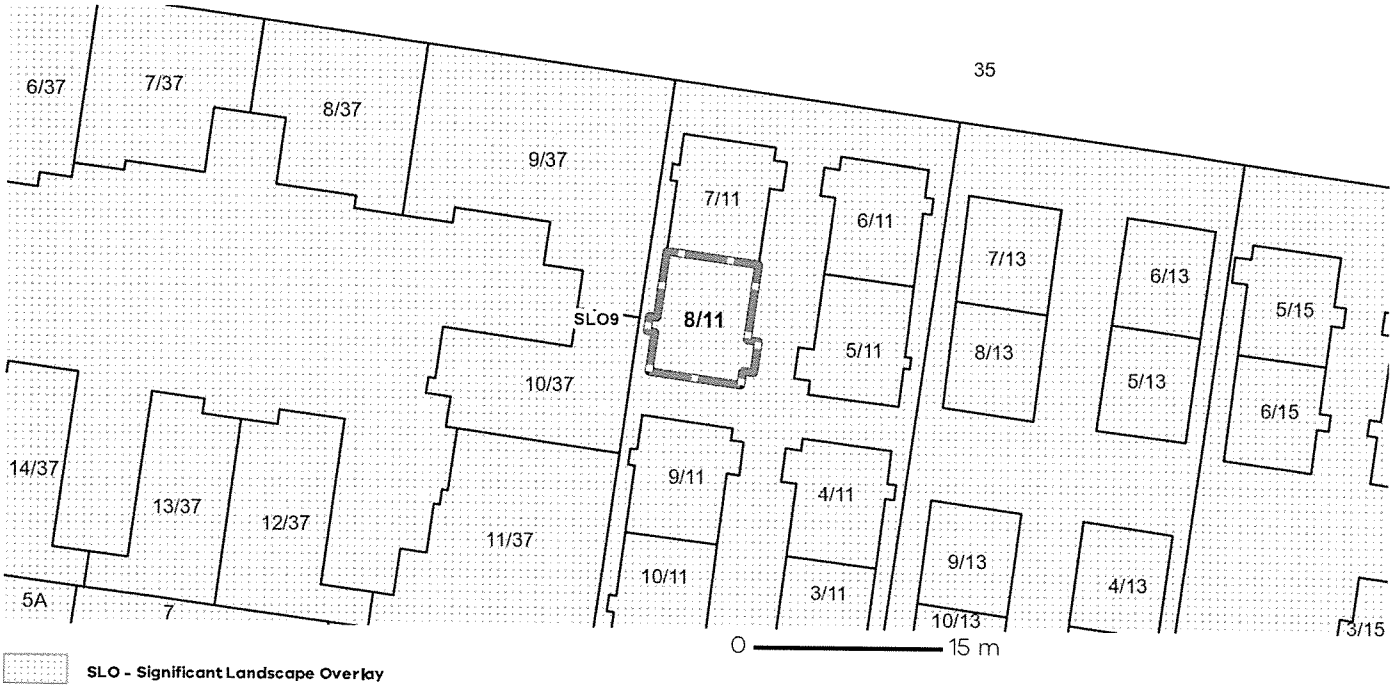


DCPO - Development Contributions Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 3 (VPO3)



VPO - Vegetation Protection Overlay

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 23 October 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.*** It does not include information about exhibited planning scheme amendments, or zonings that may abut 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.vic.gov.au/vicplan/

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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WHITEHORSE CITY COUNCIL
ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $923.20

Includes arrears due immediately
$0.00

Balance: $923.20

Due 15 February 2026

028-3130 (994)

Mr N A Taylor and Mrs L E Taylor
44 Lawrence Street
BLACKBURN SOUTH VIC 3130

Or Pay in Four Instalments

$17.20	Due 30 September 2025
Includes arrears of **$0.00**	
$302.00	Due 30 November 2025
$302.00	Due 28 February 2026
$302.00	Due 31 May 2026

Property Details

Assessment Number: 30703 3

8/11 John Street, BLACKBURN VIC 3130
UNIT 8 RP 1761

Property Owner(s):
Mr N A Taylor and Mrs L E Taylor

Ward Cootamundra

AVPCC (Property Type)
120 - Single Unit/Villa Unit/Townhouse

Land Use Classification Residential

Property Valuations

Site Value	$240,000
Capital Improved Value (CIV)	$460,000
Net Annual Value	$23,000

Valuations Date 1 January 2025 **Operative Date** 1 July 2025

Flexible Payments

Scan the QR code for flexible online payment options with SMS reminders or visit **pay.whitehorse.vic.gov.au**

Payble™ VISA DIRECT DEBIT

Details of Rates, Charges and Levies

Balance Brought Forward	**$0.00**
General Rate 0.142489 cents in $ on $460,000 CIV	$655.40
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $460,000 CIV	$79.55
Public Waste Service Charge	$82.00
Kerbside Waste Service Charge	$181.25
Food and Garden Organics Bin - 140L x 1	$74.00
Payments	-$285.00

Paid 24/9/2025

MBL 20250924652169608S

Payments and changes received on or after 15 August 2025 may not be included on this Notice

Receive your Rate Notice by email:
whitehorse.ezybill.com.au

ezyBILL

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	34 9171 0000
Invoice number	3497 7589 31250
Issue date	14 Oct 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

716409-001 000563(1139) R H2

MR N TAYLOR
44 LAWRENCE ST
BLACKBURN SOUTH VIC 3130

Amount due $197.90

Due date 5 Nov 2025

Summary

UNIT 8 11 JOHN ST, BLACKBURN

Property Number 1246 731, RP 1761

Product/Service	**Amount**
Water Supply System Charge	$21.26
Sewerage System Charge	$122.58
Yarra Valley Water Total	**$143.84**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$31.51
Parks Charge	$22.63
TOTAL (GST does not apply)	$197.98

No water usage has been charged on this account.

Payment summary

Last Account	$197.90
Paid/Adjusted	-$197.98
Balance	$0.08 CR
Total this Account	+$197.98
Total Balance	$197.90

Paid 3/11/2025 169559520

Yarra Valley Water

How to pay

*3042 349775893125 0

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

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **349119104**

BPAY®
Biller code: **344366**
Ref: **349 1710 0009**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **3497 7589 31250**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR N TAYLOR

Account number	34 9171 0000
Invoice number	3497 7589 31250
Total due	$197.90
Due date	5 Nov 2025
Amount paid	$

FEE NOTICE LOT 8

11 John Street
8 / 11 John Street
BLACKBURN VIC 3130

SELECT

PEOPLE PROPERTY PURPOSE

Invoice
ABN: 55 221 204 264
Owners Corporation
Plan No: 1761
Date of Notice 01/09/2025

SELDEV Pty Ltd t/as Select Strata Communities
711 High Street
KEW EAST VIC 3102
Ph: 03 9862 3700 Fax: 03 9862 3708
SELECTSELDEV@selectsc.com.au
Manager: Shay Farrall
Phone: (03) 9862 3767
www.selectsc.com.au

Mr Neil & Mrs Lynette Taylor
44 Lawrence Street
BLACKBURN SOUTH VIC 3130

Notice is hereby given by the Owners Corporation Plan of Subdivision 1761 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days after the date of this Notice or by the due date specified below, whichever is later.

Due Date	ABN	Details	Admin	Maint	Interest	Paid	Total
01/10/2025	55 221 204 264	Standard Fee Contribution Schedule (01/10/25 - 31/12/25)	$652.00	$0.00	$0.00	$0.00	$652.00

Total if Paid by Due Date **$652.00**

No GST has been charged.

Credit Balance/ Paid in advance *$0.00*

If authorised by a resolution at a general meeting, the owners corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment. Interest will accrue at 10.00% per annum calculated daily on overdue fees and charges until paid. The amount 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.

Contact us if you are having trouble making payment by the due date

Paid MBL 20250924052169604 1

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

Ways to pay

CARD OR DIRECT DEBIT

DEFT Reference Number
234626570321513

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

BPAY

Biller Code: 96503
Ref: 234626570321513

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 234626570 321513

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to OC 1761 - 11 JOHN ST

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

SELECT will never request your credit card details to process payments over the telephone. Secure methods of payment can be located on each levy notice and on our website https://selectsc.com.au/payments/

2025 Land Tax Assessment Notice
For land held in joint ownership

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331

7060111018007002921

028

MR NEIL ANDREW TAYLOR
44 LAWRENCE STREET
BLACKBURN VIC 3130

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	048203716
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	90215532
ISSUE DATE	9 MAY 2025
TOTAL PAYABLE	$975.00

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR NEIL ANDREW TAYLOR
MRS LYNETTE EDNA TAYLOR

17/7/2025 1551645 79

TWO WAYS TO PAY

1 IN FULL

PAY BY **1 AUG 2025**

See payment methods listed at the bottom of your assessment.

2 INSTALMENTS

SET UP BY **1 AUG 2025**

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL INSTALMENTS	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 90215532

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 048203716
REF: 90215532

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

AUSTRALIA POST

Post Billpay **$975.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0090215532 8

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

McCracken & McCracken Lawyers C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 361505

NO PROPOSALS. As at the 10th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 8 11 JOHN STREET, BLACKBURN 3130
CITY OF WHITEHORSE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 10th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78716173 - 78716173162850 '361505'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1198157

APPLICANT'S NAME & ADDRESS

MCCRACKEN & MCCRACKEN LAWYERS C/- INFOTRACK C/- LANDATA

DOCKLANDS

VENDOR

TAYLOR, NEIL ANDREW

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

361505

This certificate is issued for:

LOT 8 PLAN RP1761 ALSO KNOWN AS 8/11 JOHN STREET BLACKBURN
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 3
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

10 November 2025

Sonya Kilkenny
Minister for Planning

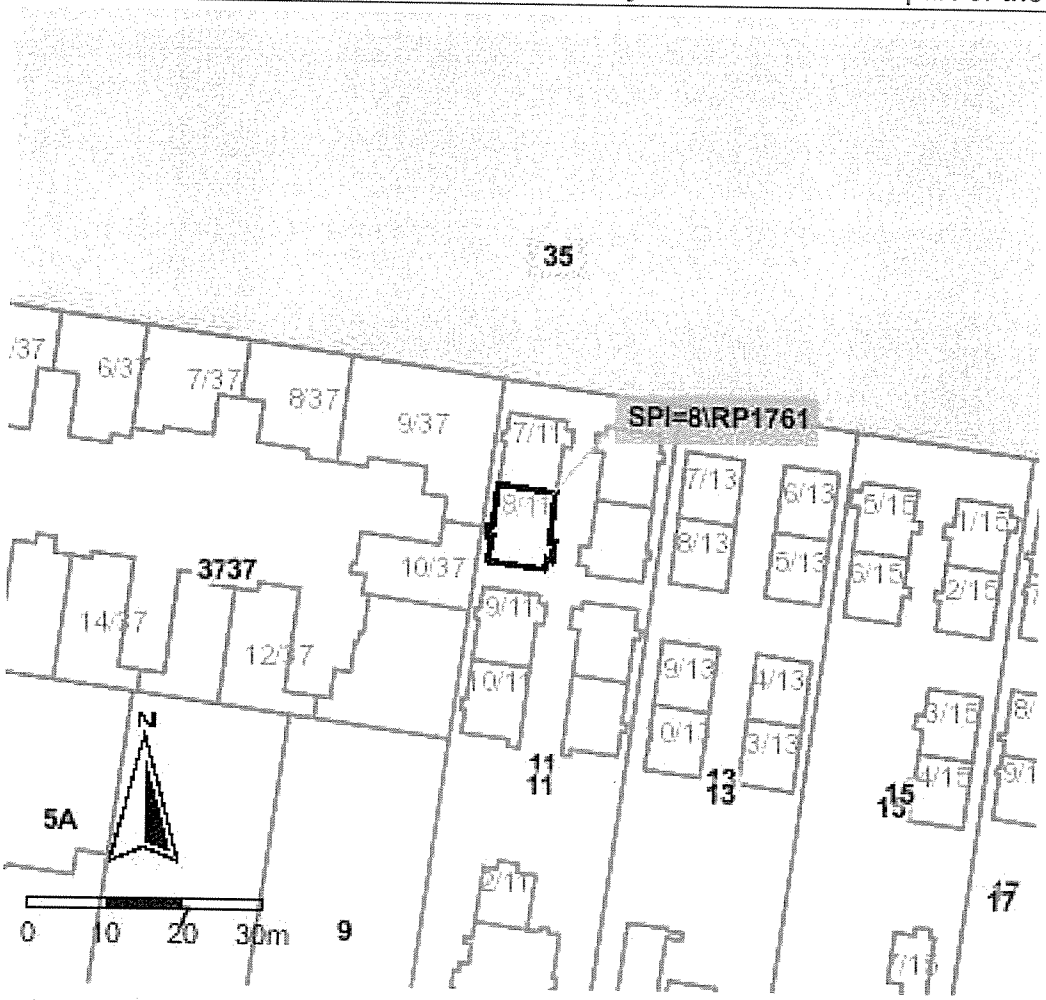
VICTORIA State Government

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

10th November 2025

McCracken & McCracken Lawyers C/- InfoTrack C/- LA
LANDATA

Dear McCracken & McCracken Lawyers C/- InfoTrack C/- LA,

RE: Application for Water Information Statement

Property Address:	8/11 JOHN STREET BLACKBURN 3130
Applicant	McCracken & McCracken Lawyers C/- InfoTrack C/- LA LANDATA
Information Statement	30989080
Conveyancing Account Number	7959580000
Your Reference	361505

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

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Private Bag 1
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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	8/11 JOHN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	8/11 JOHN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

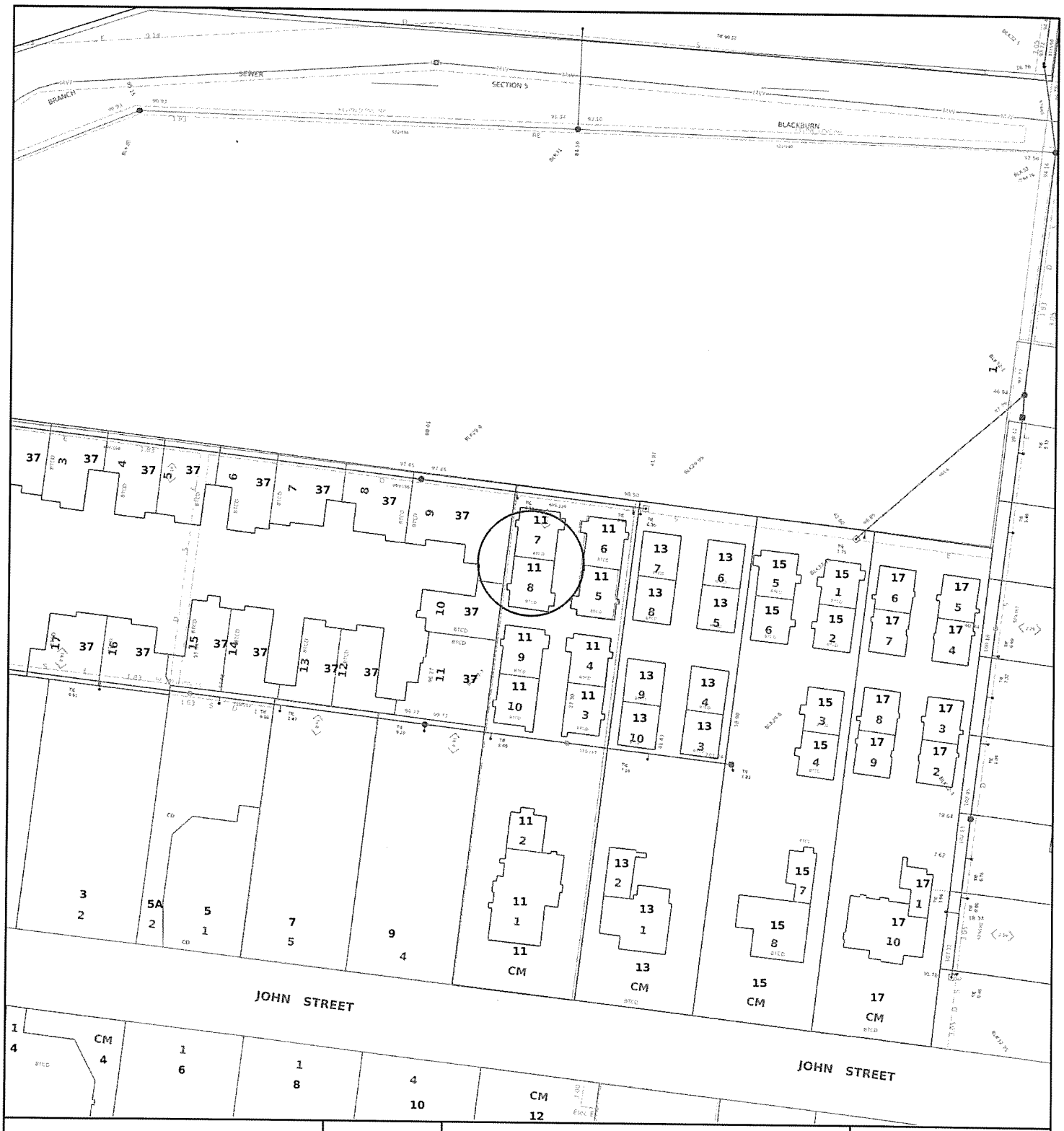
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement Number: 30989080**	**Address**	8/11 JOHN STREET BLACKBURN 3130	
	Date	10/11/2025	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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yvw.com.au

McCracken & McCracken Lawyers C/- InfoTrack C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3491710000
Rate Certificate No: 30989080

Date of Issue: 10/11/2025
Your Ref: 361505

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 8/11 JOHN ST, BLACKBURN VIC 3130	8\RP1761	1246731	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	$21.26	$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	$122.58	$0.00
Parks Fee	01-10-2025 to 31-12-2025	$22.63	$0.00
Drainage Fee	01-10-2025 to 31-12-2025	$31.51	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$0.08 cr
		Total for This Property	-$0.08 cr

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1246731

Address: UNIT 8/11 JOHN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30989080

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 34917100009

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / MCCRACKEN & MCCRACKEN LAWYERS

Your Reference: 250661
Certificate No: 94116235
Issue Date: 10 NOV 2025
Enquiries: ESYSPROD

Land Address: UNIT 8, 11 JOHN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6825654	8	1761	8818	911	$0.00
			8818	919	

Vendor: LYNETTE TAYLOR & NEIL TAYLOR
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR NEIL ANDREW TAYLOR	2025	$250,000	$975.00	$0.00	$0.00

Comments: Land Tax of $975.00 has been assessed for 2025, an amount of $975.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$460,000
SITE VALUE (SV):	$250,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94116235

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $250,000

Calculated as $975 plus ($250,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,600.00

Taxable Value = $460,000

Calculated as $460,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94116235

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94116235

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / MCCRACKEN & MCCRACKEN LAWYERS

Your Reference: 250661

Certificate No: 94116235

Issue Date: 10 NOV 2025

Enquires: ESYSPROD

Land Address: UNIT 8, 11 JOHN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6825654	8	1761	8818	911	$0.00
			8818	919	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$460,000
SITE VALUE:	$250,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94116235

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / MCCRACKEN & MCCRACKEN LAWYERS

Your Reference:	250661
Certificate No:	94116235
Issue Date:	10 NOV 2025

Land Address: UNIT 8, 11 JOHN STREET BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
8	1761	8818	911
		8818	919

Vendor: LYNETTE TAYLOR & NEIL TAYLOR

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94116235

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 94116233

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94116233

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

WHITEHORSE
CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 3718
Date of Issue: 13 November 2025
Applicant's Reference: 78716173-021-1:85471

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number:	30703	**Check Digit**: 3
Property Description:	UNIT 8 RP 1761	
Property Address:	8/11 John Street, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	$240,000
Capital Improved Value:	$460,000
Net Annual Value:	$23,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026
DECLARED BY COUNCIL 16 JUNE 2025
EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	655.40
ESVF Fixed Charge	136.00
ESVF Variable Rate	79.55
Waste Service Charges	337.25
TOTAL CURRENT LEVIED	**$1,208.20**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$906.00**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L
Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:
https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge

COMMENTS:

Authorised Officer: 

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000307033
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

WHITEHORSE
CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 11 November 2025
Applicant Reference: 78494264-023-3

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: LOT 11 RP 9182 28B, LOT 31 RP 9182 28B
Property Address: 11/3-5 John Street, BOX HILL VIC 3128

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS
All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS
Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and
Reg 11 Owners Corporations Regulations 2018 Subdivision Act 1988

OC Number 1761
Property Accessory Lot 16
Lot 8, 11 John Street BLACKBURN
Vendor Mr Neil & Mrs Lynette Taylor
Applicant InfoTrack on behalf of McCracken & McCracken Lawyers
Reference 250661

This Certificate is issued for lot 8 Plan No. 1761

The postal address of which is 711 High Street, Kew East VIC 3102.

This Certificate consolidates all information and all financial liabilities for the lot in relation to the Owners Corporations named on this form.

IMPORTANT: The information in this Certificate is issued on 18/11/2025. You should obtain a new Certificate immediately prior to settlement for current information.

1. The present fees for the above Lot are $2,618.00 commencing 01/01/2025 paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount
01/01/2025	$657.00
01/04/2025	$657.00
01/07/2025	$652.00
01/10/2025	$652.00
Total	$2,618.00

2. The fees are paid up until 31/12/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable plus a top up fee if the budget increased at the AGM.

3. Unpaid fees and levies presently total **$0.00** plus penalty interest of **$0.00.**

The sum displayed is only accurate on the date of issue of this Certificate. The details provided below can be used to make payment electronically, however it is essential that the amount is confirmed on the day of settlement.

DEFT PAYMENT SYSTEMS

Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162
Payments by Credit Card do not require registration and a surcharge may apply.

BPAY **Biller Code:** 96503
Ref: 234626570321513

4. The following Special fees or levies have been struck and are payable on the dates indicated below.

Struck Date	Due Date	Amount	Details

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the Annual fees and Special levy fees are: **Not to our knowledge.**

6. The Owners Corporation has the following insurance cover in its primary insurance policy:

Policy No	Insurer	Type	Sum	Premium

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act. Where the Owners Corporation has done so, the date the resolution was made is N/A

8. The total funds held by the Owners Corporation as at 17/11/2025:

Administrative Fund	Maintenance Fund	Total
$36,473.99	$0.00	$36,473.99

9. The Owners Corporation does not have liabilities that are not covered by Annual fees, Special levies and repairs and maintenance as set out above.

10. The Owners Corporation has granted Contracts, Leases, Licenses or Agreements affecting the common property as follows: **Not to our knowledge.**

11. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows:

- Oljana Group Pty Ltd - Gardening, Caretaking
- A B Nolan Electrical Contractors - Electrician
- Warranwood Plumbing Services - Storm Water Pit Clean
- Roofpro Maintenance - Roofing
- R J Ashton - Tree Maintenance
- Warranwood Plumbing Services - Plumbing
- Tymaline Building Services - Emergency After Hours Attendance (Ph: 03 8870 2222)

12. Are there any Notices or Orders served on the Owners Corporation in the last 12 months that have not been satisfied? **Not to our knowledge.**

13. The Owners Corporation is party to any proceedings or aware of any Notices or Orders which may give rise to proceedings as follows: **Not to our knowledge.**

14. The Owners Corporation has resolved to appoint SELDEV Pty Ltd t/as Select Strata Communities, as Manager.

15. No proposal has been made for the appointment of an Administrator.

16. Other information: **Not Applicable.**

17. The following documents are attached:

a. Copy of the Minutes of the last AGM

b. Copy of any Consolidated Rules

c. Schedule 3 - *Statement of Advice and Information for Prospective Purchasers and Lot Owners.*

Further information on prescribed matters can be obtained by inspection of the owners corporation register. An applicable fee to provide this service will apply.

IMPORTANT

1. Information contained in this Certificate is correct to the best of our knowledge at the date of issue.

2. This information is subject to change without notice.

3. It may be prudent to request a written update of the fee status prior to settlement of the property. Please note that all requests must be made in writing.
As this Certificate is only valid on the day it is dated and therefore subject to change, we do reserve the right to decline provision of an update. Reasons may include the age of the Certificate, the conduct of a meeting or other material fact that changes the information in this Certificate.

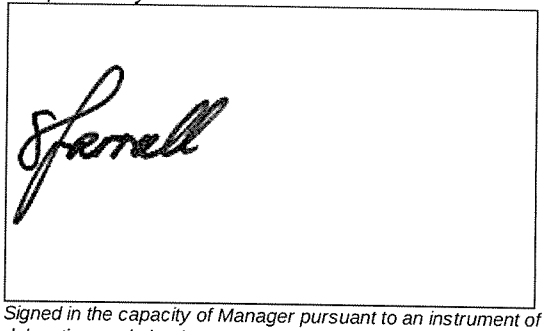
4. No other information given in relation to this Certificate will be acknowledged as correct unless it is provided by the signatory.

The Owners Corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporations Act 2006.

Date of Issue:

18/11/2025

Prepared By:



Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Shay Farrall

Ph: (03) 9862 3767
Fax: 03 9862 3708
sfarrall@selectsc.com.au

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. 1761

FILE COPY

ADDRESS OF OWNERS CORPORATION: 11 John Street BLACKBURN VIC 3130

Manager: Shay Farrall

Date, place and time of Meeting:
The meeting was held on Thursday 27th February 2025 at 05:30 pm, at Microsoft Teams, , VIC .

a) The attendance list for this meeting is attached hereto.

b) The text of *special* or *unanimous resolutions* is included in the resolutions in the minutes.

c) The following documents are included behind the Minutes as required by s72(2) of the Owners Corporations Act 2006:

- Amended Budget

Should you have any questions, please do not hesitate to contact our office.

Kind regards,



Shay Farrall
Strata Manager
Ph: (03) 9862 3767
sfarrall@selectsc.com.au

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. 1761

The Annual General Meeting was held on 27th February 2025 at 05:30 pm. The meeting was held at Microsoft Teams, , VIC .

Attendance List: The following owners were represented:

Name:	Initials:	Lot No.:	OC Membership:
Martin Wawzrynczak & Elizabeth Gatzios	MW & EG	1	Yes
Adele Barugahare	AB	10	Yes
Patrick Burnett-Downie	PB-D	4	Yes
Sean Kirwan	SK	3	Yes
Yvonne Allinson	YA	2	Yes

Apologies: Nil.

Proxies:

Neil Taylor & Lynette Taylor to Shay Farrall

1. Quorum:

A quorum was present.

Section 78 (3) of the Act states the minutes must be accompanied by a notice setting out the effect of sub-section (4) in that interim resolutions become resolutions of the Owners Corporation.

Notice: The effect of Section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made, but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period. In effect it is possible for an interim decision not to be acted on for up to 56 days.

2. Online AGM (if applicable):

The following items were determined:

2.1 s80(2), to hold the AGM by electronic means on an online platform of its choosing; and
2.2 s80(1), to allow lot owners to participate in the AGM by teleconferencing via that online platform

3. Appointment of Chairperson:

Shay Farrall was appointed to chair this meeting.

Voting: Carried without dissent.

4. Confirmation of minutes of previous annual general meeting & matters arising:

The minutes of the previous annual general meeting held on **07/03/2024**, as attached to the Notice of Meeting, were confirmed.

Voting: Carried without dissent.

5. Financial Statements:

The financial statements for the period ended **31/01/2025**, as attached to the Notice of Meeting, were received and adopted.

Voting: Carried without dissent.

6. Attached Reports and Documents:

That the following reports were received:

- Manager's Report

Voting: Carried without dissent.

7. Strata Insurance:

Manager confirmed the Financial Services Reform Act 2001 (FSRA) requirements and highlighted that the insurance FSG and PDS are available on the Select Strata Communities website or by calling your manager and requesting a copy to be disseminated via email or post.

Members resolved that the current level of building cover of **$4,570,000.00** in line with the sworn valuation completed on the **05/03/2025** is adequate. Members further resolved that all other levels of cover as detailed below are satisfactory.

Insurance Broker: Honan
Insurance Company: Flex Insurance
Policy Number: HS0006136821
Premium: $5,809.13
Commission: 20% of the base premium

Insurance Type	Sum Insured	Excess
Building/Common Property	$3,460,000.00	Excess $2,000.00
Public Liability	$30,000,000.00	
Common Area Contents	$34,600.00	
Office Bearers	$5,000,000.00	
Loss of Rent/Temp Accommodation	$519,000.00	

Unless specified otherwise: Excess $2,000.00
Water Damage: $2,500.00
Policy Renewal Date: 15/11/2025
Valuation Date: 05/03/2025
Valuation Amount: $4,570,000.00

Members further resolved that all other levels of cover as detailed above are satisfactory.

Members resolved to obtain an updated valuation (requested in 2024) and then provide the updated amount to the insurer prior to the renewal to increase the sum insured.

Manager also highlighted that the owner/tenant/occupier should position contents insurance & public liability insurance within their own lot/s and landlords should position landlords insurance and public liability insurance within their own lot/s as well, as this is NOT covered by the owners corporation strata insurance policy.

Manager's Note: In the event of a private lot insurance claim the lot owner may be responsible for payment of the insurance excess. Similarly, in the event of an Owners Corporation claim, the Owners Corporation is responsible for payment of the insurance excess.

Voting: Carried without dissent.

8. Essential Safety Measures (ESM):

Resolved that the Owners Corporation continues to fulfill its legal obligation by maintaining the fire and essential safety services within common property as listed on the certificate of occupancy (if applicable) and to obtain an independent Annual Essential Safety Measures Report.

Pursuant to the building regulations 1994, all members are reminded to ensure that all units are fitted with working smoke detectors and batteries are changed as per manufacturer's recommendations or at least bi-annually. Smoke detectors should be positioned in hallways or paths of travel outside bedrooms. Please advise your respective rental manager if you are a landlord. This device is the responsibility of the owner to maintain.

Voting: Carried without dissent.

9. Occupational Health and Safety:

Members resolved to continue to monitor the common property and take appropriate action with any OH&S changes that may occur.

Voting: Carried without dissent.

10. Scheduled Maintenance:

Members discussed the following:

Storm Water
It was determined that Warranwood Plumbing should attend the property to conduct a storm water clean out, the Manager will arrange a work order.

Standing Work Orders
It was determined there would be an annual standing work order for the elm leaf beetle treatment and stormwater drain clean.

Gardening
it was discussed that the suckers should be trimmed back by caretaker, Oljana, the Manager to remind Oljana of such and also a reminder that the caretaker should be ensuring the plants are kept away from the A/C units.

Voting: Carried without dissent.

11. Annual Budget:

It was resolved that the following amendments be made to the proposed budget -

- **Increase the insurance from $7,500 to $8,500 due to the increased valuation amount**
- **Addition of $1,200 for storm water cleaning to be conducted as a standing work order with Warranwood Plumbing**
- **Reduce Repairs & Maintenance from $2,500 to $1,000 for ad hoc items**
- **Re-allocate $500 under pest control for the Elm Leaf Beatle treatment under Gardening line item**

Further resolved that all other budget items remain as proposed in the Notice of Meeting. A copy of the adopted Budget is attached hereto.

Voting: Carried without dissent.

12. Fees:

It was resolved that -

(a) The fees be set in accordance with Section 23(1) of the Act based on lot liability (refer to attached budget summary) to commence on the **01/07/2025**.

(b) The fees be paid in advance in **quarterly** instalments, the first such instalment being due on the **01/07/2025** and **quarterly** subsequent instalment(s) thereafter.

(c) That in the event that the next annual general meeting is not held within 12 months of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accord with the Proposed Budget for any substantial period until the next annual general meeting. Further if there is a shortfall of funds, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the owners corporation is able to comply with it's obligations under the Owners Corporations Act 2006.

Voting: Carried without dissent.

13. Penalty Interest:

Members resolved that the Owners Corporation charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the Owners Corporation **30 days** after the due date for fees and charges set under Sections 23 and 24 of the Owners Corporations Act 2006 and on any other amount payable by a lot owner to the Owners Corporation. Such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest.

Voting: Carried without dissent.

14. Legal Proceedings Ordinary Resolution:

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

Cost Recovery
That all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act, the Regulations, Rules or contract of appointment, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation), shall be payable by any member in default or breach. The costs, charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

It was resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due. **Debt recovery fees are $72.60 for a Final Notice, and $285.00 for a Letter of Demand.**

Voting: Carried without dissent.

15. Election of Committee & Delegation:

Members elected the following committee:

Position	Name	Lot
Chairperson	Mr Martin Wawrzynczak & Ms Elizabet...	1
Member	Mr Sean Kirwan	3
Chairperson	Ms Adele Barugahare	10

In accordance with Section 11(5) of the Act, members resolved to delegate all powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation, except for:- a power or function that requires a unanimous resolution; a special resolution; or a resolution involving any decision to terminate the appointment of the Manager. The Manager's appointment may only be terminated by ordinary resolution of the Owners Corporation at a general meeting only.

Voting: Carried without dissent.

16. Grievance Committee:

It was resolved that the Grievance Committee be comprised of the appointed Committee, as above.

Voting: Carried without dissent.

17. Management Authority:

SELDEV Management Pty Ltd trading as **SELECT Strata Communities** holds **Certificate of Registration Number 000611** as an Owners Corporation Manager as required by Section 119 (2) of the Act. The current Contract of Appointment of Manager (CoA) has matured.

That the Owners Corporation resolve to reappoint SELDEV Management Pty Ltd trading as SELECT Strata Communities as per the contract.

That the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment of the Owners Corporation Manager ("Contract").

That the appointment or removal of a Manager as referred to in the CoA is a matter or type of matter that may be determined only by ordinary resolution of the Owners Corporation at a General Meeting in accord with Section 82 of the Act.

Voting: Carried without dissent.

18. Privacy:

It was resolved that the contact details of members (mobile phone or home phone number, and / or email address) be made available to trades persons, insurance assessors and etc who may request such information with regard to Owners Corporation matters and other persons who may be interested in inspecting documents such as valuers, legal representatives, accountants, lot owners upon request under the Owners Corporation Act 2001 and Owners Corporation Regulations 2018

Voting: Carried without dissent.

19. Provision of Committee Contact Details:

It was resolved that email addresses and telephone numbers of members of the Committee and of the representative and substitute representative, may be made available by the Manager from lot owners upon request under the Owners Corporation Act 2001 and Owners Corporation Regulations 2018.

Voting: Carried without dissent.

20. Public Officer:

That the Owners Corporation acknowledges an employee of SELDEV Management Pty Ltd is registered with the Australian Business Register and the Australian Taxation Office as the Public Officer of the Owners Corporation.

21. General Business:

Members resolved to deal, proceed and vote on the following works or matters -

License Agreement Lot 1
It was noted there is License Agreement between the Owners Corporation and Lot 1 for exclusive use of part of the common property was signed in 2017. The license term is 12 months, to be renewed at each AGM. It was resolved that the Owners Corporation agreed to renew the license until the 2025 AGM, and that a license fee of $1.00 be raised Lot 1 following the commencement of the 2025 AGM.

Back gate lock
Sean mentioned that the gate was supposed to be locked and only the OC manager has a key to this but it was noted there is an occupant who is unlocking the gate and parking a car. It was noted it was a safety issue if the gate is not closed and locked. It was resolved the Select SC should hold keys to the gate, and should the gate not be kept secure, the Manager will change the lock and advise all occupants.

Voting: Carried without dissent.

22. Manager's Notes:

a) That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Select Strata Communities, additional costs may be incurred to manage after hours AGM's, major repairs and projects undertaken by the Owners Corporation.

b) With reference to Section 28 (3) of the Owners Corporation Act 2006, repairs and maintenance to the common areas as noted on the Plan of Subdivision is the responsibility of the Owners Corporation but that the Owners Corporation will seek the cost of the repair/maintenance from each unit owner who will benefit in accordance with the costs incurred.

c) In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

23. Close of Meeting:

With no further business, the meeting closed at 6:21pm.



Shay Farrall

(03) 9862 3767
sfarrall@selectsc.com.au

SELECT Strata Communities
711 High Street
KEW EAST VIC 3102

SELDEV Pty Ltd t/as Select Strata Communities
Amended Budget for Owners Corporation 1761

11 John Street BLACKBURN

Prepared by SELDEV Pty Ltd t/as Select Strata Communities (ABN 18 627 160 561)
711 High Street KEW EAST VIC 3102 Ph 03 9862 3700 Fax 03 9862 3708

Aggregate Units of Liability (UOL) 1020 Administrative Fund-	Amended Budget (01/07/2025-30/06/2026)	Adjustment	Current Year (01/07/2024-30/06/2025) Budget	Actual	Variance
Contribution Schedule					
Administration Group					
Administration / Disbursements	$800.00		$800.00	$800.00	*$0.00*
Copy of Plans	$0.00		$0.00	$85.10	*$-85.10*
Key Register	$242.00		$242.00	$242.00	*$0.00*
Management Fee	$3,150.00		$3,000.00	$3,000.00	*$0.00*
Management Fees - Schedule 2.2	$242.00		$242.00	$242.00	*$0.00*
Public Officer Fee	$121.00		$0.00	$0.00	*$0.00*
Total Administration Group	**$4,555.00**		**$4,284.00**	**$4,369.10**	***$-85.10***
Cleaning / Gardening / Caretaking Group					
Caretaking	$8,000.00		$7,000.00	$8,469.00	*$-1,469.00*
Tree Maintenance	$500.00		$0.00	$0.00	*$0.00*
Total Cleaning / Gardening / Caretaking Group	**$8,500.00**		**$7,000.00**	**$8,469.00**	***$-1,469.00***
Insurance Group					
Insurance	$8,500.00		$9,600.00	$5,809.13	*$3,790.87*
Total Insurance Group	**$8,500.00**		**$9,600.00**	**$5,809.13**	***$3,790.87***
OH&S Group					
OH&S - Trades Monitoring	$92.00		$92.00	$92.00	*$0.00*
Total OH&S Group	**$92.00**		**$92.00**	**$92.00**	***$0.00***
Repairs and Maintenance Group					
Drain Cleaning	$1,200.00		$0.00	$0.00	*$0.00*
Pest Control	$0.00		$500.00	$0.00	*$500.00*
Repairs and Maintenance	$1,000.00		$2,500.00	$0.00	*$2,500.00*
Total Repairs and Maintenance Group	**$2,200.00**		**$3,000.00**	**$0.00**	***$3,000.00***
Scheduled Maintenance Group					
Guttering/Downpipes cleaning	$2,000.00		$2,000.00	$1,050.00	*$950.00*
Total Scheduled Maintenance Group	**$2,000.00**		**$2,000.00**	**$1,050.00**	***$950.00***
Utilities Group					
Common Lighting & Power	$550.00		$550.00	$214.48	*$335.52*
Common Water	$200.00		$200.00	$45.59	*$154.41*
Total Utilities Group	**$750.00**		**$750.00**	**$260.07**	***$489.93***
Waste Management Group					
Bins	$0.00		$85.00	$0.00	*$85.00*
Total Waste Management Group	**$0.00**		**$85.00**	**$0.00**	***$85.00***
TOTAL ADMIN FUND	**$26,597.00**		**$26,811.00**	**$20,049.30**	***$6,761.70***
TOTAL ADMIN BUDGET	**$26,597.00**		**$26,811.00**		

SELDEV Pty Ltd t/as Select Strata Communities
Amended Budget for Owners Corporation 1761

11 John Street BLACKBURN

Prepared by SELDEV Pty Ltd t/as Select Strata Communities (ABN 18 627 160 561)
711 High Street KEW EAST VIC 3102 Ph 03 9862 3700 Fax 03 9862 3708

Aggregate Units of Liability (UOL) 1020 Maintenance Fund-	Amended Budget (01/07/2025-30/06/2026)	Adjustment	Current Year (01/07/2024-30/06/2025) Budget	Actual	Variance
Contribution Schedule					
TOTAL MAINT FUND	$0.00		$0.00	$0.00	*$0.00*
TOTAL MAINT BUDGET	$0.00		$0.00		

SELDEV Pty Ltd t/as Select Strata Communities
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11 John Street BLACKBURN

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711 High Street KEW EAST VIC 3102 Ph 03 9862 3700 Fax 03 9862 3708

Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name		1st Instalment 01/07/2025	2nd Instalment 01/10/2025	3rd Instalment 01/01/2026	4th Instalment 01/04/2026	TOTAL (01/07/2025-30/06/2026)
1*	1*	162	Mr Martin Wawrzynczak & Ms Elizabeth Gatzios						
				Admin	$1,056.00	$1,056.00	$1,056.00	$1,056.00	$4,224.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$1,056.00**	**$1,056.00**	**$1,056.00**	**$1,056.00**	**$4,224.00**
2*	2*	58	Ms Yvonne Allinson						
				Admin	$378.00	$378.00	$378.00	$378.00	$1,512.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$378.00**	**$378.00**	**$378.00**	**$378.00**	**$1,512.00**
3*	3*	100	Mr Sean Kirwan						
				Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
4*	4*	100	Mr Patrick Burnett-Downie						
				Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
5*	5*	100	Mr Yat Man So						
				Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
6*	6*	100	Mr Yun Fong Wong						
				Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
				Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
				Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**

SELDEV Pty Ltd t/as Select Strata Communities
Amended Budget for Owners Corporation 1761

11 John Street BLACKBURN

Prepared by SELDEV Pty Ltd t/as Select Strata Communities (ABN 18 627 160 561)
711 High Street KEW EAST VIC 3102 Ph 03 9862 3700 Fax 03 9862 3708

Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule

Lot#	Unit#	UOL	Owner Name	1st Instalment 01/07/2025	2nd Instalment 01/10/2025	3rd Instalment 01/01/2026	4th Instalment 01/04/2026	TOTAL (01/07/2025-30/06/2026)
7*	7*	100	En Tsin Ong					
			Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
			Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
			Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
8*	8*	100	Mr Neil & Mrs Lynette Taylor					
			Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
			Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
			Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
9*	9*	100	Elizabeth Nanayakkara atf N & B Family Trust					
			Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
			Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
			Owner Total	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**
10*	10*	100	Ms Adele Barugahare					
			Admin	$652.00	$652.00	$652.00	$652.00	$2,608.00
			Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
Total aggregate of UOL 1020			**Owner Total**	**$652.00**	**$652.00**	**$652.00**	**$652.00**	**$2,608.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $1.00

flex

w: www.flexinsurance.com.au

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	**HS**0006136821
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX 0001 0825
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1451.
Period of Insurance	15/11/2025 to 15/11/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 1761
Situation	11 JOHN STREET BLACKBURN VIC 3130
Certificate date	15/11/2025

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$4,570,000
	Common Area Contents	$45,700
	Loss of Rent & Temporary Accommodation (total payable)	$685,500
Section 2	Liability to Others	$30,000,000
Section 3	Voluntary Workers	
	Death	$200,000
	Total Disablement	$2,000 per week
Section 4	Fidelity Guarantee	$250,000
Section 5	Office Bearers' Legal Liability	$5,000,000
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	$25,000
	Appeal Expenses – common property health & safety breaches	$100,000
	Legal Defence Expenses	$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

Insured event	Benefit
1 Death	**$200,000**
2 Total and irrecoverable loss of all sight in both eyes	**$200,000**
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	**$200,000**
4 Total and permanent loss of the use of one hand or of the use of one foot	**$100,000**
5 Total and irrecoverable loss of all sight in one eye	**$100,000**
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	**$1,000**
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	**$2,000**
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	**$500**
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	**$1,000**
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	**$500**
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	**$2,000**

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

Flex+ Optional Benefits

Resultant Damage from both Escape of Liquid and Major Faults and Defects	Selected
Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Special Benefits	Selected

Date Printed 15/11/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 0001 0825 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

OWNERS CORPORATION NO. 1761

11 JOHN STREET, BLACKBURN

SPECIAL RULES ADOPTED BY THE OWNERS CORPORATION UNDER PART 8, s.138-143 Incl. OF THE OWNERS CORPORATION ACT 2006

Use of common property and lots.

1. A member must not, and must ensure that the occupier of a member's lot does not-

   (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or

   (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the owners corporation; or

   (c) use or permit a lot affected by the owners corporation to be use for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or

   (d) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation; or

   (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.; or

   (f) keep any animal on a lot affected by the owners corporation or the common property after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance; or

   (g) allow visitors to park on the common property; or

   (h) allow children in their care to play in the driveway.

2. A member shall not paint or colour the outside of the whole or any part of his/her unit without the prior written approval of the committee.

3. A member may not erect or keep external awnings or blinds on his/her unit except with the prior written approval of the committee.

4. A member shall not do or permit or suffer anything to be done in or on his or her unit which may render any insurance policy insuring any property on the subdivision against damage by fire or storm or other risks, void or voidable or which shall render an increased premium payable by reason of his/her use of his or her property. If a member shall commit a breach of this by-law he/she shall pay an increased premium which is made payable by the owners corporation by reason of that use.

5. No member shall keep or store any other vehicle or chattels on the common property or in a carport (except a motor car) without the written consent of the committee.

6. No member shall display any sign or notice upon his/her unit without the written consent of the committee, which consent shall not be unreasonably withheld in case of a proposed sale or letting of the unit.

7. No member shall use his or her unit other than for private residential purposes.

8. Every owner of a unit (including every joint owner and every owner in common) and every member of the committee is authorised by and on behalf of the owners corporation and also by and on behalf of the owners of the common property on the subdivision
   (a) to warn any person or persons trespassing on the said common property to leave same.
   (b) to require any person (whether a member of the owners corporation or not) to remove from the common property any vehicle, goods, chattels or rubbish placed, left, hung or stored on common property by that said person without due authority.

9. No owner or owners of a unit and no other persons in possession of a unit shall permit or authorise any other person to permit any vehicle or other goods or chattels or any rubbish to become or remain stationary on the common property or to be left on the common property.

I hereby certify these rules to be a true and correct copy of the rules made by special resolution at the Annual General Meeting dated 21 April 2009.

SELECT
STRATA COMMUNITIES
PEOPLE PROPERTY PURPOSE

Schedule 3

Statement of advice and information for prospective purchasers and lot owners.

Regulation 17

What is an Owners Corporation?

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

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation areresponsible), 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 YOUR OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

END OF DOCUMENT

SELECT
STRATA COMMUNITIES
PEOPLE PROPERTY PURPOSE

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 11

Model Rules for an Owners Corporation

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable 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 & Sub-Committees

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

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

3 Management & 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 and 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 that 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) Sub rule (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 or enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property

(3) An approval under sub-rule (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, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 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 & 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, and occupier or the owner's corporation.

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

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

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

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

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

END OF DOCUMENT

Frequently Asked Questions | Owners Corporations

1. What is an Owners Corporation?

An Owners Corporation (formerly body corporate) manages the common property of a residential, commercial, retail, industrial or mixed-use property development.

You are likely to be a member of an Owners Corporation if you own a flat, apartment or unit. Your 'body corporate' became an Owners Corporation on 31 December 2007, when the *Owners Corporations Act 2006* came into force. This law sets out the duties and powers of Owners Corporations.

An Owners Corporation is a legal entity created when common property is present in a Plan of Subdivision. The Owners Corporation provides a mechanism for the control and maintenance of property, which is in effect, commonly owned, such as driveways, gardens, stairwells, lifts, and other common services and amenities.

2. What must the Owners Corporation do?

- An Owners Corporation must:
- manage and administer the common property
- repair and maintain the common property, fixtures and services
- take out and maintain required insurance
- raise fees from the lot owners to meet financial obligations
- prepare financial statements and keep financial records
- provide Owners Corporations certificates when requested
- keep an Owners Corporation register
- establish a grievance procedure.
- An Owners Corporation must also:
- carry out any functions and duties under the *Owners Corporations Act 2006*, the Owners Corporations Regulations 2018, the Owners Corporation rules and any other law or regulation
- ensure compliance with the Act, the Regulations and the rules.

3. Who are the members of an Owners Corporation?

When a plan of subdivision is first registered, the owners of the subdivided lots are the first members of the Owners Corporation. When a lot is sold, the new owner replaces the previous owner as a member.

4. What is the structure of the Owners Corporation?

- The Owners Corporation operates at four levels:
- The Owners Corporation, consisting of all the lot owners.
- The committee, consisting of elected lot owners or lot owners' proxies.
- A delegate of the Owners Corporation. For example: the chairperson, the secretary, a committee member, a lot owner, or an employee of the Owners Corporation.
- A delegate of the committee. The committee may delegate to a lot owner, a manager or sub delegate to a member of the committee.
- The Owners Corporation (all the lot owners):
- keeps control of all decision-making
- can delegate powers, but only for matters that do not require a unanimous or special resolution or that are required to be dealt with
- can overturn an earlier decision of the Owners corporation. Only the Owners corporation can do this
- can appoint sub-committees to advise the owners corporation. Sub-committees cannot make decisions.
- The committee:
- can make decisions on all matters delegated to it by the Owners Corporation except on matters that the Owners Corporation has determined must be decided at a general meeting.
- A delegate:
- can make decisions within the limits set by the Owners corporation
- cannot overturn a decision of the Owners corporation or the committee.

5. **What is the role of the chairperson and secretary?**

- An Owners Corporation committee must elect a chairperson. This person also becomes the Owners Corporation chairperson.
- Your committee may not be legal if it fails to elect a chairperson, whose role is to run meetings in a way that encourages decisions. For more information about the chairperson's role, view Consumer Affairs Victoria – Role of Chairperson.
- An Owners Corporation must also have a secretary, who is responsible for tasks including managing correspondence and organising meetings. For more information about the secretary's role, view Consumer Affairs Victoria – Role of Secretary.
- All Owners Corporations, committees and delegates are required to:
- act honestly and in good faith
- exercise due care and diligence in carrying out their functions, powers and activities
- not make improper use of their position to gain, directly or indirectly, an advantage for themselves or for any other person.

6. Why must I pay my Owners Corporation contributions/fees?

An Owners Corporation must, on behalf of all owners, pay insurance, maintenance, repairs, services, and other essential outgoings for the Owners Corporation. In order to fulfil this obligation, prior to paying for these goods and services, an Owners Corporation must collect contributions/fees from each of the lot owners as determined by their lot liability. Unless Owners Contributions are paid in advance, an Owners Corporation will lack the funds with which to pay essential outgoings. **Lot owners must pay the fees and charges within 28 days of the date on the fee notice.**

7. Can owners withhold payment of Owners Corporation contributions/fees if they are in dispute with other owners or with the Owners Corporation Manager?

No. Owners Corporation contributions/fees are legally owed and must be paid by the due date, by law, irrespective of any other issues. The Owners Corporation may recover any

monies owing in a court of competent jurisdiction. Interest and debt recovery fees will accrue and apply for overdue fees.

8. Can I pay my Owners Corporation fees late?

Fees become due on the date shown on the Fee Notice. Owners Corporation Fee Notices are issued one month before they are due. Fee Notices are generally issued quarterly, in accordance with the Act; and as noted in the Owners Corporation Certificate. Payment options and details on how Fee Notices are to be paid are included on each Owners Corporation Fee Notice and on our website.

Timely fee payment directly impacts the ability of your Owners Corporation to meet its obligations that affect all lot owners such as insurance and maintenance. Fees that fall into arrears and that remain unpaid, will be recovered in accordance with the Act. Penalty fees will also apply where debt recovery action is implemented.

An Owners Corporation can:

- charge penalty interest on money owing if this is authorised by resolution.
- take action to recover debts in the Magistrates' Court of Victoria or at the Victorian Civil and Administrative Tribunal (VCAT).

An Owners Corporation can also levy fees to recover recurrent expenses from individual lot owners. These fees must be based on lot liability.

Lot owners who do not pay fees, lose the right to vote on ordinary resolutions.

9. Who can vote at Owners Corporation meetings?

Any financial owner/member can vote. A member whose Owners Corporation contributions/fees are in arrears cannot vote, except when a special or unanimous resolution is required.

10. What is a Lot Liability and a Lot Entitlement?

A Lot Liability is the proportion of the administrative and general expenses of the Owners Corporation which the lot owner is obliged to pay. A Lot Entitlement is the lot owner's share of ownership in the common property and assets of the Owners Corporation.

11. Who is responsible for the management of the Owners Corporation?

The members, collectively, are responsible for the management of the Owners Corporation. The members may resolve to employ a professional Owners Corporation Manager. SELECT Strata Communities is a professional Owners Corporation Manager.

12. Can the members remove an Owners Corporation Manager?

Yes, the members may resolve to remove its manager at any Annual General Meeting (AGM) or special general meeting, subject to any contractual agreement.

More Information

- For more information, visit the Consumer Affairs Victoria website.
- Visit the SELECT Strata Communities Website
- Pay your Owners Corporation Fee Levies
- Visit the Strata Community Association website for more information

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