DATED 2026

RATNARAJAH NASARAJAH AND REMA GURUNATHAN

to

CONTRACT OF SALE OF LAND

Property: Apartment 8, 167 Riversdale Road, Hawthorn VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:2991S

Contract of Sale of Land

Property:

Apartment 8, 167 Riversdale Road, Hawthorn VIC 3122

Fast Settle
TARNEIT VIC 3029
Tel: 0423 382 568
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Ref: MS:2991S

Contract of sale of land

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.

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 ...../…..……/2026

for and on behalf of:

Name of individual | Signature of individual

State nature of authority, if applicable: ....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual | Signature of individual

State nature of authority, if applicable: .....

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Ratnarajah Nasarajah

Name of individual Signature of individual

State nature of authority, if applicable: ....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Rema Gurunathan

Name of individual Signature of individual

State nature of authority, if applicable: ....

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY- Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450540168 Mob: Ref:

Vendor

Name: Ratnarajah Nasarajah and Rema Gurunathan

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Fast Settle

Address: Tarneit VIC 3029
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Email: info@fastsettle.com.au

Tel: 0423 382 568 Mob: Ref: 2991S

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	9397	Folio	789	8	RP 15503

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: Apartment 8, 167 Riversdale Road, Hawthorn VIC 3122

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

.....

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 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 18 / 10 /2026 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: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Special Condition

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

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

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
  (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act1980; and
  (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor'sStatement").

1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;

1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;

1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;

1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that 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;

1.6 if the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa;

1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and

1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at $220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".

2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."

2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.

2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".

2.5 General Condition 35.4(a) is amended to read as follows "an amount equal to 10% of the price is forfeited to the Vendor as the Vendor's absolute property, whether the Deposit has been paidor not; and".

3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.

4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.

4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statues and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.

4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

6. PURCHASER FAILING TO COMPLETE

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, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or

6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or

6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or

6.4 legal costs and expenses incurred by the Vendor; and/or

6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or

6.6 a fee for rescheduling settlement on the day of settlement for a sum at least $330 for each settlement rescheduling; and/or

6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/ or other penalties).

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").

7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.

7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that 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 of Land differing from those in the Contract.

7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

8.1 This special condition applies where the Purchaser is a “Foreign Person” within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).

8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.

8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor’s Solicitor/Conveyancer in order for this provision to take full effect.

8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

9. RESTRICTION AS TO USE

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor’s title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

10. NO MERGER

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

11. STATEMENT OF AJDUSTMENTS

11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor’s approval. If such adjustments is not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor’s Solicitor/Conveyancer additional legal fees of $220 at settlement for urgent review. This is an essential term of the Contract of Sale.

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the

Purchaser irrevocably agrees to indemnity the vendor for additional conveyancing fees and expenses of $330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

13. RESCHEDULE OF SETTLEMENT

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of $275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

14. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

15. LEASE

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

19. GUARANTEE AND INDEMNITY

General Condition 3 is replaced with the following: "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 and Indemnity 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". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

Sale of Land (Public Auctions) Regulations 2014
Schedule 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneers may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Sale of Land (Public Auctions) Regulations 2014
Schedule 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

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

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

The auctioneer can only make a vendor bid if –

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

What rules and conditions apply to the auction?
Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

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

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

Forbidden activities at auctions
The law forbids –

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

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

Who made the bid?
At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction
The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land
If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies
The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 19*62 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

GUARANTEE AND INDEMNITY

To the vendor ("the Vendor")

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract of Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract of Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

VENDOR

PURCHASER

OF

GUARANTOR

OF

In Witness whereof the said Guarantors have set their hands and seals this day of 20

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

)

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.

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11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 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.

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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.

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.

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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 –

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(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.

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

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(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

(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':

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(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 –

(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

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(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

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(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

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(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.

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 –

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(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;

(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

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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.

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.

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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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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	APARTMENT 8, 167 RIVERSDALE ROAD, HAWTHORN VIC 3122

Vendor's name	Ratnarajah Nasarajah	Date / /
Vendor's signature	_____	
Vendor's name	Rema Gurunathan	Date / /
Vendor's signature	_____	

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $6,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(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 or 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 in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 09397 FOLIO 789 Security no : 124134015310N
Produced 22/04/2026 04:28 PM

LAND DESCRIPTION

Lot 8 on Registered Plan of Strata Subdivision 015503.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 04112 Folio 209

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
RATNARAJAH NASARAJAH of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
REMA GURUNATHAN of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150
AR336267P 10/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY552827J 31/10/2024
HSBC BANK AUSTRALIA LTD

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 RP015503 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 8 167 RIVERSDALE ROAD HAWTHORN VIC 3122

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 31/10/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP015503

DOCUMENT END

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

VOLUME 09397 FOLIO 793

Security no : 124135167446R
Produced 01/06/2026 04:58 PM

LAND DESCRIPTION

Lot 12 on Registered Plan of Strata Subdivision 015503.
CAR PARK
PARENT TITLE Volume 04112 Folio 209

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
RATNARAJAH NASARAJAH of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
REMA GURUNATHAN of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150
AR336267P 10/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY552827J 31/10/2024
HSBC BANK AUSTRALIA LTD

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 RP015503 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: RIVERSDALE ROAD HAWTHORN VIC 3122

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 31/10/2024

OWNERS CORPORATIONS

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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

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP015503

DOCUMENT END

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Document Type	**Plan**
Document Identification	**RP015503**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**22/04/2026 16:33**

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PLAN OF STRATA SUBDIVISION | EDITION 1 | RP015503

LOCATION OF LAND

PARISH: BOROONDARA

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 62 (PART)

TITLE REFERENCE: VOL.4112 FOL.209

LAST PLAN REFERENCE: -

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 167 RIVERSDALE ROAD
HAWTHORN 3122

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

SURVEYOR'S CERTIFICATE
Surveyor: DAVID F. CLARKE
Certification Date: 16/07/1979

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF HAWTHORN on 23/09/1980

REGISTERED DATE: 12/11/1980

PLAN UPDATED BY REGISTRAR IN AN661031Q 18/011/2022

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 11 IS A THREE STOREY BUILDING.
THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1, 2, 3, 10 & 11	GROUND STOREY
LOTS 4, 5 & 6	FIRST STOREY
LOTS 7, 8 & 9	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 9 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 12 TO 16.

THE LOWER BOUNDARY OF LOTS 10 TO 16 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS 2.5 METRES ABOVE ITS LOWER BOUNDARY.

LOTS 10 TO 16 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.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
MEDIAN: ALL 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, 2, 4, 5, 7, 8 & 9	LOTS 10 TO 16

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

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

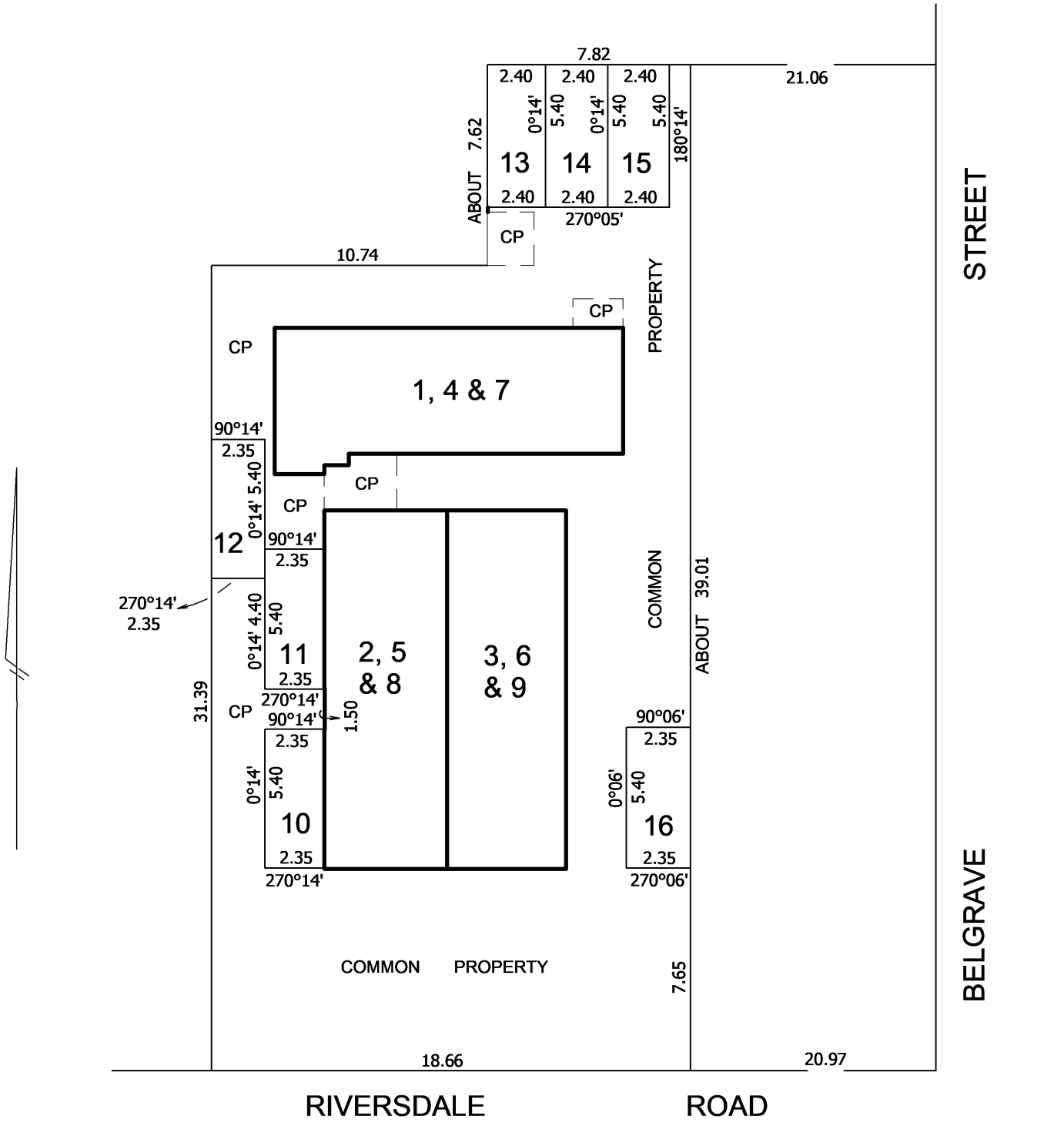
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

MEASUREMENTS ARE IN METRES

Delivered by LANDATA®, timestamp 22/04/2026 16:33 Page 2 of 2

PLAN OF STRATA SUBDIVISION

RP015503



MEASUREMENTS ARE IN METRES

SHEET 2

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP015503

The land in RP015503 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 16.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ROSS HUNT REAL ESTATE PTY LTD 99-105 UNION ROAD SURREY HILLS VIC 3127

AQ763475G 26/02/2018

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
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	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 22/04/2026 04:33:05 PM

OWNERS CORPORATION
PLAN NO. RP015503

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	5	5
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
Total	**1835.00**	**1835.00**

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.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Ross-Hunt
real estate

InfoTrack
LEVEL 5 459 Collins Street
MELBOURNE VIC 3000
Email: ownerscorp@infotrack.com.au

28 April 2026

Dear Sir/Madam,

RE: O.C. NO. 15503 - Lot 8 & Accessory Lot 12 - Unit 8/167 Riversdale Road, HAWTHORN 3122

We acknowledge receipt of your application dated 22 April 2026 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. OC Certificate Lot 8
2. OC Certificate Accessory Lot 12
3. Insurance Particulars
4. Minutes of the last Annual General Meeting
5. Income & Expenditure Statement and Balance Sheet
6. Statement of Advice and Information for Prospective Purchasers and Lot Owners
7. Model Rules for an Owners Corporation

When viewing certificates, the total contributions in Section (a) of both Certificates are calculated together. Therefore, the combined total quarterly contributions for the Owners Corporation Certificates, section (a) for Lot 8 & Accessory Lot 12 is $918.87. (*Please refer to the certificates for other levies or financial matters).*

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to acquisitions@rosshunt.com.au.

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
T: 03 9830 4044 **F:** 03 98304088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au

Ross-Hunt
real estate

Yours faithfully,

Bradley Garlepp
Bradley Garlepp
Owners Corporation Department

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ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

Certificate 1

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Number 15503 at 167 Riversdale Road, HAWTHORN 3122
This notice is issued in respect of Lot No. 8 / Unit No. 8
Name of Vendor: Ratnarajah Nasarajah & Rema Garunathan
Applicant for the certificate is: InfoTrack on behalf of Fast Settle Pty Ltd
Date application was received: 24/04/2026
The information in this certificate is issued on: 28/04/2026

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

(a) the current fees for the lot for each quarter or annually or other period;

$897.96 payable quarterly for Lot 8. ($836.52 quarterly Admin Contribution Fee & $61.44 Sinking Fund Levy raised quarterly). The quarterly periods commence 1st January, April, July and October. ***Please Note***: *As per the Cover Letter, the total quarterly contribution levy for Lot 8 & Accessory Lot 12 is $918.87 combined.*

(b) the date up to which the fees for the lot have been paid;

30/06/2026.

(c) the total of any unpaid fees or charges for the lot;

Nil.

Settlement Fees can be paid using the following details:
Biller Code: 253062
EFT REFERENCE Number: 792115211041411

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

None to our knowledge.

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

See Resolution **15.1 Window Replacement** in attached Minutes: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that the Manager locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that the

Manager obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one-time special levy will be issued to fund the window replacement. To date, no decision has been made in relation to this matter.

See Resolution **16.1: Gutter and Downpipe Replacement** in attached Minutes: Resolved that the Manager to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised. To date, no decision has been made in relation to this matter.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

Chubb Insurance Co. Of Australia Limited

(ii) the number of the policy;

LNG-STR-591653

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

167 Riversdale Road, HAWTHORN VIC 3122

(v) the building amount;

$3,425,000.00

(vi) the public liability amount;

$20,000,000.00

(vii) the renewal date.

15/08/2026. (The current premium for the period 15/08/2025 – 15/08/2026 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

(h) the total funds held by the owners corporation;

Cash at Bank $23,222.75 (Cash at Bank Admin $10,650.65 & Cash at Bank Sinking $12,572.10) as at 28/04/2026

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 21/09/2026.

(j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

(k) details of any current agreements to provide services to lot owners, occupiers or the public;

AESG	Tru Fire Protection
Zero Plumbing	TW Strata Care.
Eco-Green Garden Care	1st Energy Pty Ltd
All Seasons Caretaking Pty Ltd	Yarra Valley Water Ltd

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 28/04/2026

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

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

Minutes of the last Annual General Meeting Financial statements Statement of Advice and Information for Prospective Purchasers / Lot Owners Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 28 April 2026

THE COMMON SEAL of OWNERS CORPORATION NO 15503 is no longer required at this property.

Bradley Garlepp

Bradley Garlepp
Owners Corporation Department
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd., 99-105 Union Road, Surrey Hills. 3127. *Phone*: 03 9830 4044. *Fax*: 03 9830 4088
Postal: Locked Bag. 1, Surrey Hills. 3127. *Email*: rosshunt@rosshunt.com.au. *Website*: www.rosshunt.com.au

For an independent report on your Certificate, helping you understand your rights, obligations, and relevant legal definitions, contact Strata Savvy on 0413 268 755 www.stratasavvy.com.au

BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732 ACN 006 267 732 AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004

PO BOX 7081
MELBOURNE VIC 3004

Tel: **(03) 9860 4261**
Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

You are reminded that the policy mentioned below falls due for renewal on 15/08/2025. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Owners Corporation Plan No. SP 15503
C/- Ross Hunt Real Estate
Locked Bag 1
SURREY HILLS VIC 3127

Invoice Date: 14/07/2025
Invoice No: 84065
Our Reference: OC15503

Should you have any queries in relation to this account, please contact your Account Manager
Rob Howland

Class of Policy: Strata Title Insurance
Insurer: Chubb Insurance Co. Of Australia Limited
Level 14, 330 Collins Street Melbourne VIC 3000
ABN: 23 001 642 020
The Insured: Owners Corporation Plan No. RP 15503

RENEWAL
Policy No: LNG-STR-591653
Period of Cover:
From **15/08/2025**
to **15/08/2026** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$7,099.65	$250.00	$0.00	$763.66	$624.77	$286.92

Commission earned on this invoice $1,561.92

TOTAL (Excluding Credit Card fee) **$9,025.00**

Credit Card fee (inc GST) is $81.23

PRIVACY NOTICE:
We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.
If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.
PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

eft

Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: OC15503 84065

Our Reference: OC15503
Invoice No: 84065
Acct Man: Rob Howland

Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004

To pay with your
Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 043284X Invoice Ref: 84065

AMOUNT DUE **$9,025.00**

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

<u>If you do not tell the Insurers something:</u>

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority **(AFCA)** a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

This policy has been placed through

Longitude Insurance Pty Ltd
ABN 76 006 090 464
PO Box 1813, North Sydney NSW 2059

Longitude Insurance Pty Ltd is an underwriting agency who has placed the policy with

Chubb Insurance Co. Of Australia Limited
ABN 23 001 642 020
Level 14, 330 Collins Street Melbourne VIC 3000

LONGITUDE RESIDENTIAL STRATA INSURANCE

Insured: Owners Corporation 15503

The Business: Residential as per below schedule

Period of Insurance: *From* 15 August 2025 *To* 15 August 2026 at 4pm Local Standard Time

Interested Parties: Nil Advised

Situation: 167 RIVERSDALE ROAD, HAWTHORN , VIC 3122

Percentage of Building occupied by Commercial occupants 0.00%

No of Units/Lots: 9

SECTION 1 – Property: Physical Loss, Destruction or Damage	
Buildings	$3,425,000
2.1 i) fixed artwork or sculptures	$50,000
Common Contents	$34,250
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	$25,000
2.2 h) money	$10,000
2.2 i)artwork of sculptures (other than fixed)	$34,250
Storm Surge (Caused by an immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	$2,000,000
Optional Covers	
Loss of Market Value	NOT INSURED
Flood	**INSURED**
*(Optional) Limit of Liability	$3,459,250
Costs Incurred by the Lot Owner	
All sub-sections 5.16 (a) – (h) combined	$856,250
Lot Owners fixtures and fittings (per lot)	$300,000

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

Temporary Accommodation & Loss of Rent	$513,750
Lot Owners Optional Covers	
Paint & Wallpaper (applies to NSW & ACT only)	NOT INSURED
Floating floorboards	**INSURED**
Catastrophe Cover (sub-section 5.1)	
Buildings	NOT INSURED
Common Contents	NOT INSURED
Costs Incurred by the Lot Owner	NOT INSURED
Additional Benefits	NOT INSURED
Excesses	
Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)	$2,000
All other losses (each and every claim)	$2,000
Flood (each and every claim)	$2,000
Water Damage/ Burst Pipes* (each and every Claim)	$4,000
* Water Damage/Burst Pipes- Damage caused by bursting, leaking, dishcharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids.	

SECTION 2 – Voluntary Workers Personal Accident

	$200,000
Accidental Death & Disablement	up to $2,000 per week for Total Disablement and
Weekly Benefits	up to $1,000 per week for Partial Disablement as
All per Policy Table of Benefits in PDS	outlined in the Table of Benefits
Deductible/Excess	
Excluded Period of Claim (each and every claim) All Per Table of Benefits in PDS	7 Days

SECTION 3 – Office Bearers Liability

Limit of Liability (in the aggregate Period of Insurance)	$1,000,000
Optional Additional Benefits (in addition to limit of liability)	
Defence Costs (in the aggregate Period of Insurance)	$250,000
Statutory Fines and Penalties (in the aggregate Period of Insurance)	$250,000
Deductible/Excess	
Each and Every Claim	$2,000

SECTION 4 – Fidelity Guarantee

Limit per person and in the Aggregate	$100,000
Deductible/Excess	
Each and Every Claim	$2,000

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

SECTION 5 – Equipment Breakdown

NOT INSURED

SECTION 6 – Public Liability

Personal Injury or property Damage Limit of Liability (any one Occurance)	$20,000,000

Deductible/Excess

Each and Every Claim $2,000

SECTION 7 – Government Audit Costs, Workplace Health & Safety Breaches & Legal Expenses

Taxation and Audit Costs

(a)	Limit of Liability (in the aggregate Period of Insurance)	$30,000
	Excess (each and every claim)	$500

Workplace Health and Safety Breaches

(b)	Limit of Liability (in the aggregate Period of Insurance)	$150,000
	Excess (each and every claim)	$500

Legal Defence Expenses

(c)	Limit of Liability (in the aggregate Period of Insurance)	$50,000
	Excess (each and every claim)	$1,000
	Contribution (each and every claim)	10.00% of Legal Expenses Incurred

Special Notation

Property No Claim Bonus included	NO
Customer Loyalty Discount included	YES
Number of years with Longitude	6

ENDORSEMENTS/CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

Please refer to the Policy Wording / PDS for full details of cover provided.

FURTHER INFORMATION ABOUT OUR ADVICE

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

What is the purpose of this information?
This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
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www.rosshunt.com.au

Sales Auctioneers Buyers Advocacy Rentals Owners Corporation

MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 15503
167 Riversdale Road, HAWTHORN VIC 3122
HELD ON: 23/09/2025 at 16:30PM
LOCATION: Teams Online

PRESENT:

Lot#	Unit#	Attendance	Owner Name
2& 11	2	Yes	Dennis Lewis Ronzani
5& 10	5	Yes	St John Paul Pty Ltd as Trustee for the St John Paul Superannuation Fund (Company Nominee: Paul Rowe) (**Proxy:** Paige Hockley)

IN ATTENDANCE:

Rebecca Richert representing Ross-Hunt Real Estate

CHAIRPERSON(acting):

Rebecca Richert

1. MINUTES

Resolved that the minutes of the last Annual General Meeting held on 1/10/2024 were accepted as presented.

2. FINANCIAL REPORTS

Resolved that the Statement of Financial Performance for the financial year ending 31/07/2025 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGER'S REPORT

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for $5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE

Resolved that the following members were elected to the Committee: Dennis. The Committee elected Dennis as the Chairperson.

Resolved that Ross-Hunt Real Estate send an email to all owners to see if they wish to join the committee as we need a minimum of three on the committee.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

i) A power or function requiring a special resolution;

ii) A power or function requiring a unanimous resolution;

iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

7. INSURANCE

Resolved that the Building Cover is to **remain at $3,425,000.** Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: LNG-STR-591653	Type: Strata	Broker: BJS Body Corporate Insurance Brokers Pty Ltd
Insurer: Longitude Insurance Pty Ltd	Premium: $9,025.00	Paid On Date: 23/07/2025
Policy Start Date: 15/08/2025	Next Due Date: 15/08/2026	
Cover	**Sum Insured**	**Excess**
Building	$3,425,000.00	$2,000.00
Public Liability	$20,000,000.00	$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).
Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM.

9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

11. OCCUPATIONAL HEALTH & SAFETY
Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

12. ESSENTIAL SERVICES
Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under $500.00.

13. GUTTER CLEANING
Resolved that Ross-Hunt Real Estate arrange for the gutters and downpipes to be cleaned in August 2026. Refer to budget. Prior to the clean, the contractor to ensure that notices are placed in all letterboxes advising as to the day the works are to be carried out and then a further notice to advise that the works have been completed.

14. CARETAKER
Resolved that the current caretaker continue for a further 12 months.

15. WINDOW REPLACEMENT
15.1: Window Replacement: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that Ross-Hunt Real Estate locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that Ross-Hunt Real Estate obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one time special levy will be issued to fund the window replacement.

16. GUTTER & DOWNPIPE REPLACEMENT
16.1: Gutter and Downpipe Replacement: Resolved that Ross-Hunt Real Estate to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised.

17. GENERAL BUSINESS
Resolved that there were no items of general business to discuss.

18. INTEREST ON OUTSTANDING FUNDS
Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/01/2026,1/04/2026,1/07/2026,1/10/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of $20.00 will be issued if payment has not been received within this timeframe.

19. ATO REQUIREMENTS
Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

20. SINKING FUND
Resolved that the sinking fund remain at $2200 per annum and that sinking fund contributions be paid in equal quarterly instalments in accordance with unit liability. The first instalment being due on 1/01/2026 and subsequent instalments due 1/04/2026,1/07/2026,1/10/2026.

21. BUDGET
Resolved that the budget as presented was accepted. See attached budget sheet.

22. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be increased to $30,700 and to be payable on a Quarterly basis commencing 1/01/2026,1/04/2026,1/07/2026,1/10/2026 in accordance with unit liability.

23. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Dennis Ronzani to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

24. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Monday, 21 September 2026 commencing at 4.30pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"**Closing comment:** There being no further comments, the chairperson declared the meeting closed at 16:47 on 23-09-2025."

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Approved Budget to apply from 01/08/2025 - 31/07/2026

Date : 23/09/2025
Time : 16:55
Username : Rebecca Richert
Client Position : Strata Manager

The Owners Corporation 15503 ABN: 96 672 758 095 167 Riversdale Road, HAWTHORN VIC 3122

Administrative Fund

			Approved Budget
Revenue			
143000	Levies Due--Admin		30,700.00
142500	Interest on Arrears--Admin		0.00
		Total revenue	30,700.00
Less expenses			
150100	Admin--Administration Fee		1,295.00
154000	Admin--Management Fees		3,560.00
159100	Insurance--Premiums		9,025.00
163150	Maint Bldg--Cleaning--Windows/Glass/Awning		1,000.00
165000	Maint Bldg--Electrical		500.00
165705	Maint Bldg--Essential Services & Fire Protection		1,000.00
167200	Maint Bldg--General Repairs		990.00
167800	Maint Bldg--Gutter Cleaning		880.00
176410	Maint Grounds--Caretaking		4,500.00
177400	Maint Grounds--Gardening		4,000.00
190200	Utility--Electricity		300.00
190800	Utility--Rubbish Removal		3,000.00
191600	Utility--Water & Sewerage		50.00
		Total expenses	30,100.00
Surplus/Deficit			600.00
Opening balance			12,423.70
Closing balance			$13023.70
Total units of entitlement			1,835.00
Levy contribution per unit entitlement			$16.73
Budgeted standard levy revenue			30,700.00
Add GST			0.00
Amount to raise in levies including GST			$30,700.00

Sinking Fund

			Approved Budget
Revenue			
243000	Levies Due--Capital Works		2,200.00
242500	Interest on Arrears--Capital Works		0.00
		Total revenue	2,200.00
Less expenses			
		Total expenses	0.00
Surplus/Deficit			2200.00
Opening balance			10,924.42
Closing balance			$13124.42
Total units of entitlement			1,835.00
Levy contribution per unit entitlement			$1.20
Budgeted standard levy revenue			2,200.00
Add GST			0.00
Amount to raise in levies including GST			$2,200.00

Understanding Interim Resolutions at General Meetings

Owners Corporation Act 2006

Overview: The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29th day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

Legislation

78. Can a general meeting proceed even without a quorum?

(1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of sub-section (4)

(4) Interim resolutions become resolutions of the owner's corporation -

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was 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.

(5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Important Information for Owners

1. **After-Hours Emergency Assistance**
   In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044.**
   Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

2. **Insurance Exclusions**
   Owners Corporation Insurance **does not cover** the following within individual units:
   - Carpets
   - Window Coverings
   - Light Fittings
   - Public Liability

   We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance,** which should include **Public Liability Cover.** For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers -** Toll Free **1800 003 077**

3. **Making an Insurance Claim**
   If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.
   For incidents involving burglary or malicious damage**,** a **Police Report** is required before a claim can be submitted.
   Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

4. **Updating your Contact Details**
   To ensure our records remain up to date, please notify us in **writing** of any changes to your:
   - Ownership / Name
   - Residential Address (Note –PO Boxes are not accepted)
   - Email Address
   - Agent

   You can update your contact details by:

   - Replying to a Ross-Hunt email
   - Completing the online form: https://www.rosshuntownerscorporation.com.au/update-details

5. **Reporting Safety Concerns**
   Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

6. **We Value Your Feedback**
   Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: feedback@rosshunt.com.au

Ross-Hunt real estate

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Sales Auctioneers Buyers Advocacy Rentals Owners Corporation

Strata Plan No. Owners Corporation Number 15503

167 Riversdale Road, HAWTHORN VIC 3122

Statement of Financial Performance

FOR THE PERIOD 01/08/2024 TO 31/07/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Administrative Fund		
INCOME			
Insurance Claims--Admin	$0.00	$0.00	$8,945.00
Insurance Excess--Admin	$0.00	$0.00	$2,000.00
Levies Due--Admin	$24,400.01	$24,700.00	$23,000.32
Interest on Arrears--Admin	$7.16	$0.00	$9.59
Levies Due--Opening Balance Arrears & Interest - Admin	$0.00	$0.00	$1.32
Recovery--Legal Fees--Admin	$120.00	$0.00	$0.00
Recovery--Owner--Admin	$20.00	$0.00	$0.00
Transfer from CW Fund-Admin	$3,000.00	$0.00	$0.00
Debt Recovery	$0.00	$0.00	$65.45
TOTAL ADMINISTRATIVE FUND INCOME	**$27,547.17**	**$24,700.00**	**$34,021.68**
EXPENDITURE - ADMINISTRATIVE FUND			
Admin--Administration Fee	$1,295.00	$1,295.00	$1,227.00
Admin--Legal & Debt Collection Fees	$120.00	$0.00	$60.00
Admin--Management Fees	$3,388.00	$3,388.00	$3,080.00
Insurance--Premiums	$7,350.00	$8,050.00	$6,325.00
Maint Bldg--Cleaning--Carpet	$0.00	$650.00	$0.00
Maint Bldg--Cleaning--Windows/Glass/Awning	$4,430.14	$900.00	$0.00
Maint Bldg--Electrical	$371.80	$0.00	$304.70
Maint Bldg--Essential Services & Fire Protection	$520.88	$1,000.00	$445.48
Maint Bldg--General Repairs	$0.00	$900.00	$0.00
Maint Bldg--Gutter Cleaning	$869.00	$830.00	$0.00
Maint Bldg--Hot Water Service	$0.00	$0.00	$10,945.00
Maint Bldg--Locks, Keys & Card Keys	$20.00	$0.00	$0.00
Maint Grounds--Caretaking	$3,641.46	$7,000.00	$7,043.66
Maint Grounds--Gardening	$0.00	$0.00	$0.00
Utility--Electricity	$64.03	$600.00	$373.38
Utility--Rubbish Removal	$2,748.20	$0.00	$0.00
Utility--Water & Sewerage	$34.46	$50.00	$56.07
TOTAL ADMINISTRATIVE FUND EXPENDITURE	**$24,852.97**	**$24,663.00**	**$29,860.29**
SURPLUS/DEFICIT	**$2,694.20**	**$37.00**	**$4,161.39**

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
OPENING ADMINISTRATIVE FUND BALANCE	$9,729.50	$9,729.50	$5,568.11
ADMINISTRATIVE FUND BALANCE	**$12,423.70**	**$9,766.50**	**$9,729.50**

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Sinking Fund		
INCOME			
Levies Due--Capital Works	$2,199.92	$2,200.00	$2,199.99
Interest on Arrears--Capital Works	$0.64	$0.00	$0.90
Levies Due--Opening Balance Arrears & Interest - Admin	$0.00	$0.00	$0.13
TOTAL SINKING FUND INCOME	**$2,200.56**	**$2,200.00**	**$2,201.02**
EXPENDITURE - SINKING FUND			
Admin--Transfer to Admin Fund	$3,000.00	$0.00	$0.00
TOTAL SINKING FUND EXPENDITURE	**$3,000.00**	**$0.00**	**$0.00**
SURPLUS/DEFICIT	**$(799.44)**	**$2,200.00**	**$2,201.02**
OPENING SINKING FUND BALANCE	$11,723.86	$11,723.86	$9,522.84
SINKING FUND BALANCE	**$10,924.42**	**$13,923.86**	**$11,723.86**

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Statement of Financial Position
AS AT 31/07/2025

Date : 27/08/2025
Time : 11:20
Username :
Client Position :

Strata Plan No. Owners Corporation Number 15503

167 Riversdale Road, HAWTHORN VIC 3122

	Actual 01/08/2024 - 31/07/2025	Actual 01/08/2023 - 31/07/2024
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Administrative Fund	$2,694.20	$4,161.39
Owners Equity--Admin	$9,729.50	$5,568.11
	$12,423.70	$9,729.50
Sinking Fund		
Operating Surplus/Deficit--Sinking Fund	$(799.44)	$2,201.02
Owners Equity--Capital Works	$11,723.86	$9,522.84
	$10,924.42	$11,723.86
Net Owners Funds	$23,348.12	$21,453.36
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	$2,375.08	$2,731.74
Prepaid Expense -- Admin	$9,025.00	$7,350.00
Receivable--Levies--Admin	$1,379.70	$0.00
Interest Receivable--Levies--Admin	$0.00	$0.95
Receivable Owners - Admin	$20.00	$0.00
	$12,799.78	$10,082.69
Sinking Fund		
Cash at Bank--Capital Works	$10,801.54	$11,723.77
Receivable--Levies--Capital Works	$122.88	$0.00
Interest Receivable GL - Capital Works	$0.00	$0.09
	$10,924.42	$11,723.86
Unallocated Money		
Cash at Bank--Unallocated	$753.78	$700.29
	$753.78	$700.29
Total Assets	$24,477.98	$22,506.84
Less Liabilities		
Administrative Fund		
Creditors--Other--Admin	$376.08	$353.19
	$376.08	$353.19
Sinking Fund		
	$0.00	$0.00
Unallocated Money		
Prepaid Levies--Unallocated	$753.78	$700.29
	$753.78	$700.29
Total Liabilities	$1,129.86	$1,053.48
Net Assets	$23,348.12	$21,453.36

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or he 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 must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

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

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1248419

APPLICANT'S NAME & ADDRESS

FAST SETTLE PTY LTD C/- TRICONVEY2 (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

NASARAJAH, RATNARAJAH

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

649071

This certificate is issued for:

LOT 8 PLAN RP15503 ALSO KNOWN AS 8/167 RIVERSDALE ROAD HAWTHORN
BOROONDARA CITY

The land is covered by the:

BOROONDARA PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1
  - and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/boroondara)

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

22 April 2026

Sonya Kilkenny
Minister for Planning

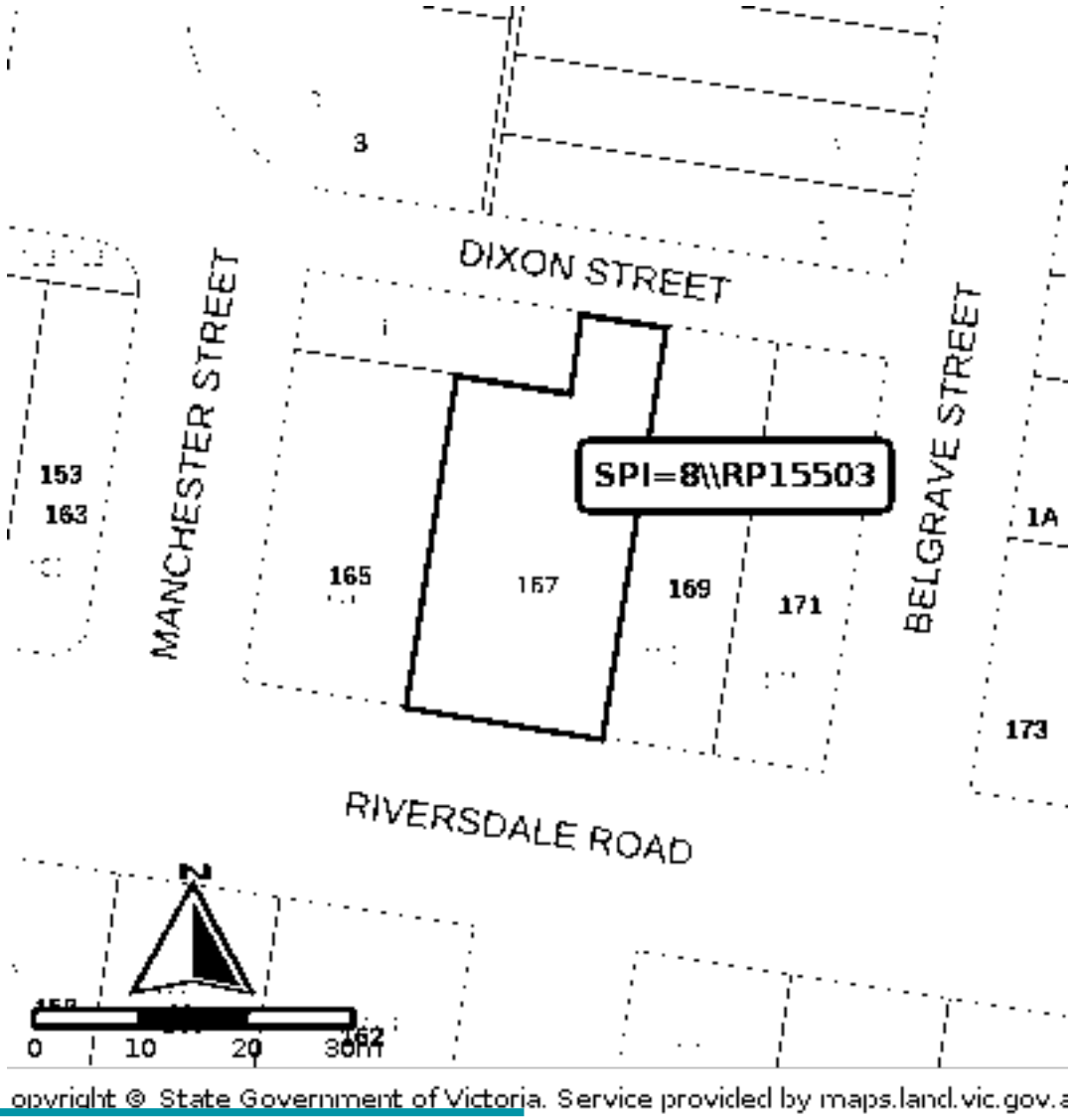
VICTORIA State Government

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.



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

Ross-Hunt
real estate
ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

Certificate 2

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Number 15503 at 167 Riversdale Road, HAWTHORN 3122
This notice is issued in respect of Accessory Lot No. 12 / Unit No. 8
Name of Vendor: Ratnarajah Nasarajah & Rema Garunathan
Applicant for the certificate is: InfoTrack on behalf of Fast Settle Pty Ltd
Date application was received: 24/04/2026
The information in this certificate is issued on: 28/04/2026

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

(a) the current fees for the lot for each quarter or annually or other period;

$20.91 payable quarterly for Accessory Lot 12.
The quarterly periods commence 1st January, April, July and October.

Please Note: *As per the Cover Letter, the total quarterly contribution levy for Lot 8 & Accessory Lot 12 is $918.87 combined.*

(b) the date up to which the fees for the lot have been paid;

30/06/2026.

(c) the total of any unpaid fees or charges for the lot;

Nil.

Settlement Fees can be paid using the following details:
Biller Code: 253062
EFT REFERENCE Number: 792115211041411

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

None to our knowledge.

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

See Resolution **15.1 Window Replacement** in attached Minutes: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that the Manager locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that the Manager obtain a quote to proceed with these works. Once the quote is

received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one-time special levy will be issued to fund the window replacement. To date, no decision has been made in relation to this matter.

See Resolution **16.1: Gutter and Downpipe Replacement** in attached Minutes: Resolved that the Manager to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised. To date, no decision has been made in relation to this matter.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

Chubb Insurance Co. Of Australia Limited

(ii) the number of the policy;

LNG-STR-591653

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

167 Riversdale Road, HAWTHORN VIC 3122

(v) the building amount;

$3,425,000.00

(vi) the public liability amount;

$20,000,000.00

(vii) the renewal date.

15/08/2026. (The current premium for the period 15/08/2025 – 15/08/2026 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

(h) the total funds held by the owners corporation;

Cash at Bank $23,222.75 (Cash at Bank Admin $10,650.65 & Cash at Bank Sinking $12,572.10) as at 28/04/2026

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 21/09/2026.

(j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

(k) details of any current agreements to provide services to lot owners, occupiers or the public;

AESG	Tru Fire Protection
Zero Plumbing	TW Strata Care.
Eco-Green Garden Care	1st Energy Pty Ltd
All Seasons Caretaking Pty Ltd	Yarra Valley Water Ltd

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 28/04/2026

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

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

Minutes of the last Annual General Meeting Financial statements Statement of Advice and Information for Prospective Purchasers / Lot Owners Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 28 April 2026

THE COMMON SEAL of OWNERS CORPORATION NO 15503 is no longer required at this property.

Bradley Garlepp
Bradley Garlepp
Owners Corporation Department
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd., 99-105 Union Road, Surrey Hills. 3127. *Phone*: 03 9830 4044. *Fax*: 03 9830 4088
Postal: Locked Bag. 1, Surrey Hills. 3127. *Email*: rosshunt@rosshunt.com.au. *Website*: www.rosshunt.com.au

For an independent report on your Certificate, helping you understand your rights, obligations, and relevant legal definitions, contact Strata Savvy on 0413 268 755 www.stratasavvy.com.au

BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732 ACN 006 267 732 AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004

PO BOX 7081
MELBOURNE VIC 3004

Tel: **(03) 9860 4261**
Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

You are reminded that the policy mentioned below falls due for renewal on 15/08/2025. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Owners Corporation Plan No. SP 15503
C/- Ross Hunt Real Estate
Locked Bag 1
SURREY HILLS VIC 3127

Invoice Date: 14/07/2025
Invoice No: 84065
Our Reference: OC15503

Should you have any queries in relation to this account, please contact your Account Manager
Rob Howland

Class of Policy: Strata Title Insurance
Insurer: Chubb Insurance Co. Of Australia Limited
Level 14, 330 Collins Street Melbourne VIC 3000
ABN: 23 001 642 020
The Insured: Owners Corporation Plan No. RP 15503

RENEWAL
Policy No: LNG-STR-591653
Period of Cover:
From **15/08/2025**
to **15/08/2026** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$7,099.65	$250.00	$0.00	$763.66	$624.77	$286.92

Commission earned on this invoice $1,561.92

TOTAL (Excluding Credit Card fee) **$9,025.00**

Credit Card fee (inc GST) is $81.23

PRIVACY NOTICE:
We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.
If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.
PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

eft

Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: OC15503 84065

Our Reference: OC15503
Invoice No: 84065
Acct Man: Rob Howland

Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004

To pay with your
Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 043284X Invoice Ref: 84065

AMOUNT DUE **$9,025.00**

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

<u>If you do not tell the Insurers something:</u>

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority **(AFCA)** a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

This policy has been placed through

Longitude Insurance Pty Ltd
ABN 76 006 090 464
PO Box 1813, North Sydney NSW 2059

Longitude Insurance Pty Ltd is an underwriting agency who has placed the policy with

Chubb Insurance Co. Of Australia Limited
ABN 23 001 642 020
Level 14, 330 Collins Street Melbourne VIC 3000

LONGITUDE RESIDENTIAL STRATA INSURANCE

Insured: Owners Corporation 15503

The Business: Residential as per below schedule

Period of Insurance: *From* 15 August 2025 *To* 15 August 2026 at 4pm Local Standard Time

Interested Parties: Nil Advised

Situation: 167 RIVERSDALE ROAD, HAWTHORN , VIC 3122

Percentage of Building occupied by Commercial occupants 0.00%

No of Units/Lots: 9

SECTION 1 – Property: Physical Loss, Destruction or Damage	
Buildings	$3,425,000
2.1 i) fixed artwork or sculptures	$50,000
Common Contents	$34,250
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	$25,000
2.2 h) money	$10,000
2.2 i)artwork of sculptures (other than fixed)	$34,250
Storm Surge (Caused by an immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	$2,000,000
Optional Covers	
Loss of Market Value	NOT INSURED
Flood	**INSURED**
*(Optional) Limit of Liability	$3,459,250
Costs Incurred by the Lot Owner	
All sub-sections 5.16 (a) – (h) combined	$856,250
Lot Owners fixtures and fittings (per lot)	$300,000

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

Temporary Accommodation & Loss of Rent	$513,750
Lot Owners Optional Covers	
Paint & Wallpaper (applies to NSW & ACT only)	NOT INSURED
Floating floorboards	**INSURED**
Catastrophe Cover (sub-section 5.1)	
Buildings	NOT INSURED
Common Contents	NOT INSURED
Costs Incurred by the Lot Owner	NOT INSURED
Additional Benefits	NOT INSURED
Excesses	
Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)	$2,000
All other losses (each and every claim)	$2,000
Flood (each and every claim)	$2,000
Water Damage/ Burst Pipes* (each and every Claim)	$4,000
* Water Damage/Burst Pipes- Damage caused by bursting, leaking, dishcharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids.	

SECTION 2 – Voluntary Workers Personal Accident

	$200,000
Accidental Death & Disablement	up to $2,000 per week for Total Disablement and
Weekly Benefits	up to $1,000 per week for Partial Disablement as
All per Policy Table of Benefits in PDS	outlined in the Table of Benefits
Deductible/Excess	
Excluded Period of Claim (each and every claim) All Per Table of Benefits in PDS	7 Days

SECTION 3 – Office Bearers Liability

Limit of Liability (in the aggregate Period of Insurance)	$1,000,000
Optional Additional Benefits (in addition to limit of liability)	
Defence Costs (in the aggregate Period of Insurance)	$250,000
Statutory Fines and Penalties (in the aggregate Period of Insurance)	$250,000
Deductible/Excess	
Each and Every Claim	$2,000

SECTION 4 – Fidelity Guarantee

Limit per person and in the Aggregate	$100,000
Deductible/Excess	
Each and Every Claim	$2,000

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

SECTION 5 – Equipment Breakdown

NOT INSURED

SECTION 6 – Public Liability

Personal Injury or property Damage Limit of Liability (any one Occurance)	$20,000,000

Deductible/Excess

Each and Every Claim $2,000

SECTION 7 – Government Audit Costs, Workplace Health & Safety Breaches & Legal Expenses

Taxation and Audit Costs

(a)	Limit of Liability (in the aggregate Period of Insurance)	$30,000
	Excess (each and every claim)	$500

Workplace Health and Safety Breaches

(b)	Limit of Liability (in the aggregate Period of Insurance)	$150,000
	Excess (each and every claim)	$500

Legal Defence Expenses

(c)	Limit of Liability (in the aggregate Period of Insurance)	$50,000
	Excess (each and every claim)	$1,000
	Contribution (each and every claim)	10.00% of Legal Expenses Incurred

Special Notation

Property No Claim Bonus included	NO
Customer Loyalty Discount included	YES
Number of years with Longitude	6

ENDORSEMENTS/CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

Please refer to the Policy Wording / PDS for full details of cover provided.

FURTHER INFORMATION ABOUT OUR ADVICE

Class of Policy:	Strata Title Insurance	**Policy No:**	LNG-STR-591653
The Insured:	Owners Corporation Plan No. RP 15503	**Invoice No:**	84065
		Our Ref:	OC15503

What is the purpose of this information?
This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice

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Sales Auctioneers Buyers Advocacy Rentals Owners Corporation

MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 15503
167 Riversdale Road, HAWTHORN VIC 3122
HELD ON: 23/09/2025 at 16:30PM
LOCATION: Teams Online

PRESENT:

Lot#	Unit#	Attendance	Owner Name
2& 11	2	Yes	Dennis Lewis Ronzani
5& 10	5	Yes	St John Paul Pty Ltd as Trustee for the St John Paul Superannuation Fund (Company Nominee: Paul Rowe) (**Proxy:** Paige Hockley)

IN ATTENDANCE:

Rebecca Richert representing Ross-Hunt Real Estate

CHAIRPERSON(acting):

Rebecca Richert

1. MINUTES

Resolved that the minutes of the last Annual General Meeting held on 1/10/2024 were accepted as presented.

2. FINANCIAL REPORTS

Resolved that the Statement of Financial Performance for the financial year ending 31/07/2025 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGER'S REPORT

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for $5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE

Resolved that the following members were elected to the Committee: Dennis. The Committee elected Dennis as the Chairperson.

Resolved that Ross-Hunt Real Estate send an email to all owners to see if they wish to join the committee as we need a minimum of three on the committee.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

i) A power or function requiring a special resolution;

ii) A power or function requiring a unanimous resolution;

iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

7. INSURANCE

Resolved that the Building Cover is to **remain at $3,425,000.** Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: LNG-STR-591653	Type: Strata	Broker: BJS Body Corporate Insurance Brokers Pty Ltd
Insurer: Longitude Insurance Pty Ltd	Premium: $9,025.00	Paid On Date: 23/07/2025
Policy Start Date: 15/08/2025	Next Due Date: 15/08/2026	
Cover	**Sum Insured**	**Excess**
Building	$3,425,000.00	$2,000.00
Public Liability	$20,000,000.00	$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).
Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM.

9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

11. OCCUPATIONAL HEALTH & SAFETY
Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

12. ESSENTIAL SERVICES
Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under $500.00.

13. GUTTER CLEANING
Resolved that Ross-Hunt Real Estate arrange for the gutters and downpipes to be cleaned in August 2026. Refer to budget. Prior to the clean, the contractor to ensure that notices are placed in all letterboxes advising as to the day the works are to be carried out and then a further notice to advise that the works have been completed.

14. CARETAKER
Resolved that the current caretaker continue for a further 12 months.

15. WINDOW REPLACEMENT
15.1: Window Replacement: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that Ross-Hunt Real Estate locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that Ross-Hunt Real Estate obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one time special levy will be issued to fund the window replacement.

16. GUTTER & DOWNPIPE REPLACEMENT
16.1: Gutter and Downpipe Replacement: Resolved that Ross-Hunt Real Estate to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised.

17. GENERAL BUSINESS
Resolved that there were no items of general business to discuss.

18. INTEREST ON OUTSTANDING FUNDS
Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/01/2026,1/04/2026,1/07/2026,1/10/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of $20.00 will be issued if payment has not been received within this timeframe.

19. ATO REQUIREMENTS
Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

20. SINKING FUND
Resolved that the sinking fund remain at $2200 per annum and that sinking fund contributions be paid in equal quarterly instalments in accordance with unit liability. The first instalment being due on 1/01/2026 and subsequent instalments due 1/04/2026,1/07/2026,1/10/2026.

21. BUDGET
Resolved that the budget as presented was accepted. See attached budget sheet.

22. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be increased to $30,700 and to be payable on a Quarterly basis commencing 1/01/2026,1/04/2026,1/07/2026,1/10/2026 in accordance with unit liability.

23. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Dennis Ronzani to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

24. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Monday, 21 September 2026 commencing at 4.30pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"**Closing comment:** There being no further comments, the chairperson declared the meeting closed at 16:47 on 23-09-2025."

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Approved Budget to apply from 01/08/2025 - 31/07/2026

Date : 23/09/2025
Time : 16:55
Username : Rebecca Richert
Client Position : Strata Manager

The Owners Corporation 15503 ABN: 96 672 758 095 167 Riversdale Road, HAWTHORN VIC 3122

Administrative Fund

			Approved Budget
Revenue			
143000	Levies Due--Admin		30,700.00
142500	Interest on Arrears--Admin		0.00
		Total revenue	30,700.00
Less expenses			
150100	Admin--Administration Fee		1,295.00
154000	Admin--Management Fees		3,560.00
159100	Insurance--Premiums		9,025.00
163150	Maint Bldg--Cleaning--Windows/Glass/Awning		1,000.00
165000	Maint Bldg--Electrical		500.00
165705	Maint Bldg--Essential Services & Fire Protection		1,000.00
167200	Maint Bldg--General Repairs		990.00
167800	Maint Bldg--Gutter Cleaning		880.00
176410	Maint Grounds--Caretaking		4,500.00
177400	Maint Grounds--Gardening		4,000.00
190200	Utility--Electricity		300.00
190800	Utility--Rubbish Removal		3,000.00
191600	Utility--Water & Sewerage		50.00
		Total expenses	30,100.00
Surplus/Deficit			600.00
Opening balance			12,423.70
Closing balance			$13023.70
Total units of entitlement			1,835.00
Levy contribution per unit entitlement			$16.73
Budgeted standard levy revenue			30,700.00
Add GST			0.00
Amount to raise in levies including GST			$30,700.00

Sinking Fund

			Approved Budget
Revenue			
243000	Levies Due--Capital Works		2,200.00
242500	Interest on Arrears--Capital Works		0.00
		Total revenue	2,200.00
Less expenses			
		Total expenses	0.00
Surplus/Deficit			2200.00
Opening balance			10,924.42
Closing balance			$13124.42
Total units of entitlement			1,835.00
Levy contribution per unit entitlement			$1.20
Budgeted standard levy revenue			2,200.00
Add GST			0.00
Amount to raise in levies including GST			$2,200.00

Understanding Interim Resolutions at General Meetings

Owners Corporation Act 2006

Overview: The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29th day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

Legislation

78. Can a general meeting proceed even without a quorum?

(1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of sub-section (4)

(4) Interim resolutions become resolutions of the owner's corporation -

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was 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.

(5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Important Information for Owners

1. **After-Hours Emergency Assistance**
   In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044.**
   Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

2. **Insurance Exclusions**
   Owners Corporation Insurance **does not cover** the following within individual units:
   - Carpets
   - Window Coverings
   - Light Fittings
   - Public Liability

   We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance,** which should include **Public Liability Cover.** For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers -** Toll Free **1800 003 077**

3. **Making an Insurance Claim**
   If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.
   For incidents involving burglary or malicious damage**,** a **Police Report** is required before a claim can be submitted.
   Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

4. **Updating your Contact Details**
   To ensure our records remain up to date, please notify us in **writing** of any changes to your:
   - Ownership / Name
   - Residential Address (Note –PO Boxes are not accepted)
   - Email Address
   - Agent

   You can update your contact details by:

   - Replying to a Ross-Hunt email
   - Completing the online form: https://www.rosshuntownerscorporation.com.au/update-details

5. **Reporting Safety Concerns**
   Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

6. **We Value Your Feedback**
   Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: feedback@rosshunt.com.au

Ross-Hunt real estate

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Sales Auctioneers Buyers Advocacy Rentals Owners Corporation

Strata Plan No. Owners Corporation Number 15503

167 Riversdale Road, HAWTHORN VIC 3122

Statement of Financial Performance

FOR THE PERIOD 01/08/2024 TO 31/07/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Administrative Fund		
INCOME			
Insurance Claims--Admin	$0.00	$0.00	$8,945.00
Insurance Excess--Admin	$0.00	$0.00	$2,000.00
Levies Due--Admin	$24,400.01	$24,700.00	$23,000.32
Interest on Arrears--Admin	$7.16	$0.00	$9.59
Levies Due--Opening Balance Arrears & Interest - Admin	$0.00	$0.00	$1.32
Recovery--Legal Fees--Admin	$120.00	$0.00	$0.00
Recovery--Owner--Admin	$20.00	$0.00	$0.00
Transfer from CW Fund-Admin	$3,000.00	$0.00	$0.00
Debt Recovery	$0.00	$0.00	$65.45
TOTAL ADMINISTRATIVE FUND INCOME	**$27,547.17**	**$24,700.00**	**$34,021.68**
EXPENDITURE - ADMINISTRATIVE FUND			
Admin--Administration Fee	$1,295.00	$1,295.00	$1,227.00
Admin--Legal & Debt Collection Fees	$120.00	$0.00	$60.00
Admin--Management Fees	$3,388.00	$3,388.00	$3,080.00
Insurance--Premiums	$7,350.00	$8,050.00	$6,325.00
Maint Bldg--Cleaning--Carpet	$0.00	$650.00	$0.00
Maint Bldg--Cleaning--Windows/Glass/Awning	$4,430.14	$900.00	$0.00
Maint Bldg--Electrical	$371.80	$0.00	$304.70
Maint Bldg--Essential Services & Fire Protection	$520.88	$1,000.00	$445.48
Maint Bldg--General Repairs	$0.00	$900.00	$0.00
Maint Bldg--Gutter Cleaning	$869.00	$830.00	$0.00
Maint Bldg--Hot Water Service	$0.00	$0.00	$10,945.00
Maint Bldg--Locks, Keys & Card Keys	$20.00	$0.00	$0.00
Maint Grounds--Caretaking	$3,641.46	$7,000.00	$7,043.66
Maint Grounds--Gardening	$0.00	$0.00	$0.00
Utility--Electricity	$64.03	$600.00	$373.38
Utility--Rubbish Removal	$2,748.20	$0.00	$0.00
Utility--Water & Sewerage	$34.46	$50.00	$56.07
TOTAL ADMINISTRATIVE FUND EXPENDITURE	**$24,852.97**	**$24,663.00**	**$29,860.29**
SURPLUS/DEFICIT	**$2,694.20**	**$37.00**	**$4,161.39**

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
OPENING ADMINISTRATIVE FUND BALANCE	$9,729.50	$9,729.50	$5,568.11
ADMINISTRATIVE FUND BALANCE	**$12,423.70**	**$9,766.50**	**$9,729.50**

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
	Sinking Fund		
INCOME			
Levies Due--Capital Works	$2,199.92	$2,200.00	$2,199.99
Interest on Arrears--Capital Works	$0.64	$0.00	$0.90
Levies Due--Opening Balance Arrears & Interest - Admin	$0.00	$0.00	$0.13
TOTAL SINKING FUND INCOME	**$2,200.56**	**$2,200.00**	**$2,201.02**
EXPENDITURE - SINKING FUND			
Admin--Transfer to Admin Fund	$3,000.00	$0.00	$0.00
TOTAL SINKING FUND EXPENDITURE	**$3,000.00**	**$0.00**	**$0.00**
SURPLUS/DEFICIT	**$(799.44)**	**$2,200.00**	**$2,201.02**
OPENING SINKING FUND BALANCE	$11,723.86	$11,723.86	$9,522.84
SINKING FUND BALANCE	**$10,924.42**	**$13,923.86**	**$11,723.86**

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Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Statement of Financial Position
AS AT 31/07/2025

Date : 27/08/2025
Time : 11:20
Username :
Client Position :

Strata Plan No. Owners Corporation Number 15503

167 Riversdale Road, HAWTHORN VIC 3122

	Actual 01/08/2024 - 31/07/2025	Actual 01/08/2023 - 31/07/2024
Owners Funds:		
Administrative Fund		
Operating Surplus/Deficit--Administrative Fund	$2,694.20	$4,161.39
Owners Equity--Admin	$9,729.50	$5,568.11
	$12,423.70	$9,729.50
Sinking Fund		
Operating Surplus/Deficit--Sinking Fund	$(799.44)	$2,201.02
Owners Equity--Capital Works	$11,723.86	$9,522.84
	$10,924.42	$11,723.86
Net Owners Funds	$23,348.12	$21,453.36
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	$2,375.08	$2,731.74
Prepaid Expense -- Admin	$9,025.00	$7,350.00
Receivable--Levies--Admin	$1,379.70	$0.00
Interest Receivable--Levies--Admin	$0.00	$0.95
Receivable Owners - Admin	$20.00	$0.00
	$12,799.78	$10,082.69
Sinking Fund		
Cash at Bank--Capital Works	$10,801.54	$11,723.77
Receivable--Levies--Capital Works	$122.88	$0.00
Interest Receivable GL - Capital Works	$0.00	$0.09
	$10,924.42	$11,723.86
Unallocated Money		
Cash at Bank--Unallocated	$753.78	$700.29
	$753.78	$700.29
Total Assets	$24,477.98	$22,506.84
Less Liabilities		
Administrative Fund		
Creditors--Other--Admin	$376.08	$353.19
	$376.08	$353.19
Sinking Fund		
	$0.00	$0.00
Unallocated Money		
Prepaid Levies--Unallocated	$753.78	$700.29
	$753.78	$700.29
Total Liabilities	$1,129.86	$1,053.48
Net Assets	$23,348.12	$21,453.36

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Ross-Hunt
real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or he 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 must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

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

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

BOROONDARA

Email: boroondara@boroondara.vic.gov.au
Website: www.boroondara.vic.gov.au
Telephone: 9278 4444
ABN: 83 441 314 965

Annual valuation and rate instalment reminder notice

1 July 2025 to 30 June 2026

R Nasarajah & R Garunathan
58 Camelot Dr
GLEN WAVERLEY VIC 3150

Property number	378345
Issue date	30/01/2026
Reference number	01291269
Date rates declared	30/06/2025
Capital improved value	$480,000
Site value	$270,000
Net annual value	$24,000
Ward	Riversdale

PROPERTY LOCATION
8/167 Riversdale Road
HAWTHORN VIC 3122

AVPCC (see reverse for definition)
125-Strata Unit or Flat

Third instalment due 28 February 2026

Due: $290.00

Methods of payment

Direct Debit
Have your rates paid automatically from your nominated cheque or savings account monthly, quarterly or annually. Complete the form at **www.boroondara.vic.gov.au/rates** or call **9278 4444**.
Note: credit cards not accepted.

Australia Post
Pay in-store at Australia Post. Payment can be made in cash, by EFTPOS or by credit card (Visa, Mastercard or Amex). Quote the Billpay Code and Reference number shown on the front of the notice.
Note: credit card surcharge will apply.

BPAY®
Contact your participating financial institution to make a payment through BPAY®. Quote Biller Code and your reference number. More information: **www.bpay.com.au**

Mail
Detach the perforated section of this notice and mail to City of Boroondara with your cheque or money order made payable and crossed not negotiable:
City of Boroondara
Private bag 1
Camberwell 3124

Telephone
Call **1300 722 151** and follow the prompts to make secure payments.
Note: credit card surcharge will apply.

Online
Secure online payments can be made at **www.boroondara.vic.gov.au/rates**.
Note: credit card surcharge will apply.

In person
Visit the customer service counter at 8 Inglesby Road, Camberwell Victoria 3124. Opening hours are Monday to Friday, 8am to 5:15pm. Please note that card surcharges may apply.

Penalty interest: Late payments will be charged at 10% interest each year.
Please see the back of the notice for more information.

Payments may not be shown on this notice if they were made on or after: 23/01/2026

See all your notices in one place. Scan this QR code to sign up for eNotices using your Reference No: 28BDEA67CX

BOROONDARA

Owner R Nasarajah, R Garunathan
Property address 8/167 Riversdale Road HAWTHORN VIC
Property number 378345

Date

Billpay Code: 0386
Reference No: 0129 1269

Billpay Code: 93633
Reference No: 01291269

Direct Debit
Set and forget payments - scan this QR code to sign up for Direct Debit

POST billpay
*380129126900290000
01291269
00000290.00

Victorian Government levy for Emergency Services and Volunteers Fund (ESVF)

The ESVF replaces the Fire Services Property Levy and is a higher levy amount for expanded emergency services. The ESVF will not be included in the rate cap, and any increases will be at the discretion of the Victorian Government.

For all ESVF queries, visit the State Revenue Office website or call the ESVF support line on **1300 819 033**.

If you are having difficulty paying your rates, charges and ESVF

If you can't pay your rates and charges, we can help you to arrange a payment plan or defer the payment. Our Financial Hardship Policy is available at **www.boroondara.vic.gov.au/rates**

Payment allocation

Payments will be allocated as follows:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing.

Credit card surcharge

Credit card payments may have a payment surcharge. The payment surcharge is the cost charged to Council for each transaction. You can find the payment surcharge amounts at **www.boroondara.vic.gov.au/payments.**

Post

You can post a cheque or money order. Payments posted must be received by the due date. Council is not responsible for payment lost in the mail.

Penalty interest

The penalty interest rate is 10% per annum. This is set under Section 2 of the *Penalty Interest Rates Act 1983.*

If you miss an instalment payment, the penalty interest is charged from the date each missed instalment is due.

If you are paying in full and the full payment is not received by 15 February 2026, the penalty interest will be charged from 30 September 2025

Change of postal address or details

To change your postal address or contact details, visit **forms.boroondara.vic.gov.au/change-of-details-rates**

Australian Valuation Property Classification Code (AVPCC)

The AVPCC on the rates notice is the land use. This code is set by the Valuer-General Victoria.

Translation

If you would like help translating any information on this notice, please call our free interpreting service on **9278 4002**.

Mandarin

如果您需要帮助翻译本通知中的任何信息，请致电 **9278 4002** 联系我们的免费口译服务。

Greek

Αν χρειάζεστε βοήθεια με τη μετάφραση οποιωνδήποτε πληροφοριών σε αυτή την ειδοποίηση, καλέστε τη δωρεάν υπηρεσία μας διερμηνέων στο **9278 4002**.

Italian

Se hai bisogno di aiuto per tradurre le informazioni in questo avviso, chiama il nostro servizio di interpretariato gratuito al numero **9278 4002**.

Ross-Hunt Real Estate Pty Ltd | ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
E: rosshunt@rosshunt.com.au | T: (03) 9830 4044
www.rosshunt.com.au

Sales | Auctioneers | Buyers Advocacy | Rentals | Owners Corporation

Owners Corporation Fee Notice

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Ratnarajah Nasarajah & Rema Garunathan
19 Station St,
OAKLEIGH VIC 3166

Issued 24/02/2026 on behalf of:

The Owners Corporation 15503
ABN: 96 672 758 095
167 Riversdale Road,
HAWTHORN VIC 3122

for Lot:8& 12 Unit:8
Ratnarajah Nasarajah & Rema Garunathan
167 Riversdale Road,
HAWTHORN VIC 3122

Due Date	Details	Administrative Fund	Sinking Fund	Total
01/04/2026	Levy contributions((01/04/2026 - 30/06/2026))	857.43	61.44	918.87
	Total levies due in month	857.43	61.44	918.87

Total of this levy notice	$ 918.87
Levies in Arrears	$ 0.00
Interest on Levies in Arrears*	$ 0.00
Owner invoices	$ 0.00
Special levies(not yet due)	$ 0.00
Subtotal of amount due	$ 918.87
Prepaid	$ 0.00
Total Amount Due	$ 918.87

Arrears & Interest Due Immediately
Levy Payment Due 01/04/2026

1. BPAY; 2. Mailing a Cheque/Money Order with the payment slip below to Ross-Hunt Real Estate Pty Ltd, Locked Bag 1, Surrey Hills 3127 ; 3. Paying in person with cash or cheque at Ross-Hunt Real Estate, 99-105 Union Road, Surrey Hills. The Owners Corporation Act 2006 requires that lot owners pay their levy contributions within 28 days of the due date of a fee notice. If the fees are not paid within the prescribed period the owners corporation will issue a Reminder Notice to the lot owner. At this point the lot owner will be charged an additional $20.00 debt recovery administration fee.

*Interest accumulates daily on the outstanding balance of arrears at a rate of 10% per annum in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). This rate is subject to change. Interest becomes due and payable for the levy on which it has accrued, only after full payment of that levy. Once the payment is made, the interest will be reflected as due and payable on subsequent notices.

Westpac | BPAY

Telephone & Internet Banking - BPAY

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
More info: www.bpay.com.au

Bpay Biller Code: 253062
Ref: 792115211041411

Ratnarajah Nasarajah & Rema Garunathan

19 Station St, OAKLEIGH VIC 3166
Lot 8& 12 Unit 8

Amount Due
$918.87

Current Levy Due Date
01/04/2026

Amount Paid
$0.00

Account Credits
$0.00

Pay by mailing this remitance slip with your cheque to:
ROSS-HUNT REAL ESTATE
Locked Bag 1, Surrey Hills VIC 3127

792115211041411 009202 0000000844 918.87

+100+

Owners Corporation Act 2006 Section 31, Owners Corporation Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

Enquiries

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

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The National Debt Helpline – Debt Problems - Strata Levies (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the National Debt Helpline's find a financial counsellor page (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The *Owners Corporations Act 2006* (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- The owners corporation internal dispute resolution process
- Conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- Applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

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

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

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact DSCV or VCAT (see below).

Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the DSCV website (disputes.vic.gov.au)

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or visit the Victorian Civil and Administrative Tribunal website (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

PAYMENT OPTIONS

Telephone and Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

Mail your payment with the bottom slip of your Owners Corporation Fee Notice to:
ROSS-HUNT REAL ESTATE **Locked Bag 1, Surrey Hills Vic 3127**
Should you require a receipt please include a stamped self-addressed envelope.

Come into our office at: **99-105 Union Road, Surrey Hills, Vic 3127** and pay by cash or cheque.

CHANGE OF ADDRESS
Please forward written advice of any change of address to:
ROSS-HUNT REAL ESTATE **Locked Bag 1, Surrey Hills Vic 3127,** email: ocupdates@rosshunt.com.au or visit www.rosshuntownerscorporation.com.au/ross-hunt-owners-portal

Your quarterly bill

Yarra Valley Water

Emailed to: accounts.oakleigh@xynergy.com.au
MR R NASARAJAH & MS R GURUNATHAN
C/O XYNERGY REALTY OAKLEIGH
19 STATION ST
OAKLEIGH VIC 3166

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

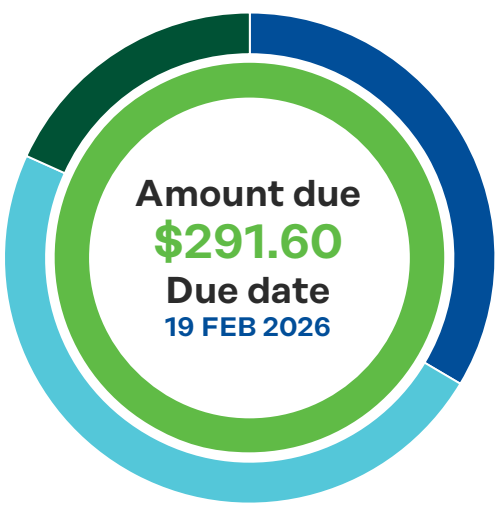
Account number	79 6235 9758
Invoice number	7963 2780 08230
Issue date	29 Jan 2026
Property address	UNIT 8, 167 RIVERSDALE RD HAWTHORN
Property reference	1019882, RP 15503

Tax Invoice Yarra Valley Water ABN 93 066 902 501

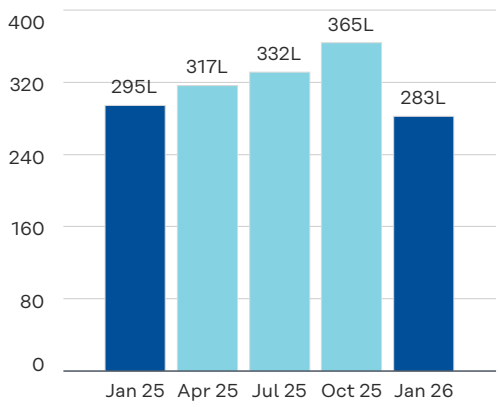
Summary

Previous bill	**$316.55**
Payment received thank you	-$316.55
Balance carried forward	**$0.00**
This bill	
Usage charges	$97.92
Service charges	
Water supply system	$20.80
Sewerage system	$119.92
Other authority charges	
Waterways and drainage	$30.82
Parks	$22.14
Total this bill (GST does not apply)	**$291.60**
Total balance	**$291.60**

Under the Residential Tenancies Act 1997, owners cannot request tenants to pay for usage charges if the property doesn't have its own meter.

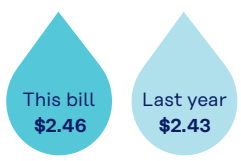


Average litres per day



Your daily spend

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



As your property doesn't have its own water meter, your water use is calculated as a proportion of the total water use for all properties in this development.

Yarra Valley Water

How to pay

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: **796252073**

BPAY®
Biller code: **344366**
Ref: **796 2359 7581**

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: **7963 2780 08230**

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

*3042 796327800823 0

MR R NASARAJAH & MS R GURUNATHAN

Account number	79 6235 9758
Invoice number	7963 2780 08230
Total due	**$291.60**
Due date	**19 Feb 2026**
Amount paid	$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
MBF005414	12,718kL -	12,614kL =	104kL
YCF010489	7,424kL -	7,281kL =	143kL
Your proportion of usage			**27.410kL**
From 23 Oct 2025 - 28 Jan 2026			(97 days)
Water and sewer usage charge*	**Usage**	**Price $/kL**	**Amount**
STEP 1 (0-440 litres per day)	27.410kL x	$3.5724 =	$97.92
Total	**27.410kL**		**$97.92**
Total usage charges			**$97.92**

* Your usage is calculated as a proportion of the total usage for all properties in this development.

Your charges explained

→ **Water and sewer usage charge**

23 October 2025 - 28 January 2026

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

→ **Water supply system charge**

1 January 2026 - 31 March 2026

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ **Sewerage system charge**

1 January 2026 - 31 March 2026

A fixed cost for running, maintaining, and repairing the sewerage system.

→ **Other authority charges**

Waterways and drainage charge

1 January 2026 - 31 March 2026

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

→ **Parks charge**

1 January 2026 - 31 March 2026

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit **yvw.com.au/concession.**

Contact us

Enquiries	1300 304 688	**For language assistance**	
Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
enquiry@yvw.com.au		廣東話	1300 921 362
yvw.com.au		Ελληνικά	1300 931 364
TTY Voice Calls	133 677	普通话	1300 927 363
Speak and Listen	1300 555 727	For all other languages call our translation service on **03 9046 4173**	

Next meter reading:

Between 27 Apr-4 May 2026

Register your concession*

Save up to 50% on your water and sewer charges.

yvw.com.au/concessions
1300 441 248

*Health Care, Pension or DVA health card holders

Let's use water wisely

Permanent Water Saving Rules apply year round

Help protect our water supplies so there's enough for everyone:

- Use watering systems before 10am or after 6pm
- Hand-water anytime with a trigger nozzle hose
- Sweep hard surfaces like driveways

Learn more **yvw.com.au/watersavingrules**

