

Contract of sale of land

Property: 1/115 CHEDDAR ROAD, RESERVOIR VIC 3073

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

This offer will lapse unless accepted within clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

on

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

Neetaben Dhaneshchandra Soni

State nature of authority, if applicable:

Not Applicable

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

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Particulars of sale

Vendor's estate agent

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

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

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

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume: <input type="text"/> 12022 Folio: <input type="text"/> 212	<input type="text"/> 1	<input type="text"/> 811297B

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: 1/115 CHEDDAR ROAD, RESERVOIR VIC 3073

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

All fixtures and fittings of a permanent nature

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 condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding further 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*

GC 23 – special condition

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

GC 28 – special condition

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

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

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

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

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

this day of 2024

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....



SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5

SCHEDULE 5

Sch. 5

[Regulation 6](#)

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

Sch. 5

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

Sch. 5

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

It is an offence to disrupt an auction

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

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Sch. 5

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

5 GUARANTEE

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

6 BUILDING

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

7 GOODS

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

8 TIME AND SETTLEMENT

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
 - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
 - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

- a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

11 DEPOSIT

- 11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.
- 11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.
- 11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.
- 11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.
- 11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

16 SOLAR PANELS

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

17 NOTICES

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

18 LEASE AGREEMENTS

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

19 POWER OF ATTORNEY

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the 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
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic 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:
- (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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic 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':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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	1/115 CHEDDAR ROAD, RESERVOIR VIC 3073	
Vendor's name	Neetaben Dhaneshchandra Soni	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of 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.

Attached is an "Additional Vendor Statement".

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.

Attached is an "Additional Vendor Statement".

1.5 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax**

(a) Reform Act 2024?

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

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.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

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:

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:

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*

- 6.2 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")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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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

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

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)

1/115 CHEDDAR ROAD, RESERVOIR VIC 3073
Register Search Statement (Copy of Title) - Volume 12022 Folio 212
Copy of Plan - PS811297B
Electronic Instrument - AX967729D (WARRANT)
Electronic Instrument - AX474904K (WARRANT)
Electronic Instrument - AS209739A (MORTGAGE)
Owners Corporation Basic Report - 1/PS811297B
Vicroads: Vicroads Certificate - 12022/212
Australian Body Corporate: 1/PS811297B - Section 151 Certificate from Owners Corporation
Darebin: Land Information Certificate - 12022/212
DELWP: Planning Certificate Express - 12022/212
Yarra Valley Water: Water Information Statement - 12022/212
State Revenue Office: Land Tax Certificate - 12022/212 - 1/115 CHEDDAR ROAD, RESERVOIR VIC 3073

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12022 FOLIO 212

Security no : 124117920326L
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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 811297B.
PARENT TITLE Volume 04725 Folio 946
Created by instrument PS811297B 10/10/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NEETABEN DHANESHCHANDRA SONI of UNIT 1 115 CHEDDAR ROAD RESERVOIR VIC 3073
AS209738C 29/05/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS209739A 29/05/2019
WESTPAC BANKING CORPORATION

WARRANT OF SEIZURE AND SALE AX474904K SERVED 22/11/2023
ACTION NUMBER SECI 04713/2023

WARRANT OF SEIZURE AND SALE AX967729D SERVED 06/05/2024
ACTION NUMBER SECI 04713/2023

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

DIAGRAM LOCATION

SEE PS811297B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX967729D (E)	WARRANT	Registered	06/05/2024

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

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

Street Address: UNIT 1 115 CHEDDAR ROAD RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 29/05/2019

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS811297B

DOCUMENT END

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 02/09/2024 02:52:20 PM

Status	Registered	Dealing Number	AX474904K
Date and Time Lodged	22/11/2023 01:10:01 PM		

Lodger Details

Lodger Code	18237Q
Name	HICKS OAKLEY CHESSELL WILLIAMS
Address	
Lodger Box	
Phone	
Email	
Reference	KN 2230382 Warrant

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12022/212

Instrument and/or legislation

RECORD - JUDGEMENT DECREE ORDER OR PROCESS OF EXECUTION OF COURT
Transfer of Land Act - section 52

Applicant(s)

Tenancy (inc. share)	None
Name	OWNERS CORPORATION 1 PLAN NO. PS811297B
Address	
Unit Type	SUITE
Unit Number	3
Street Number	857
To Street Number	859
Street Name	DONCASTER
Street Type	ROAD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	DONCASTER EAST
State	VIC
Postcode	3109

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	OWNERS CORPORATION 1 PLAN NO. PS811297B
Signer Name	KIM NGUYEN
Signer Organisation	HICKS OAKLEY CHESSELL WILLIAMS PTY. LTD.
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 NOVEMBER 2023

File Notes:

NIL

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Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AX474904K
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/09/2024 14:52

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W23014873310



Rule 68.08
FORM 68A

Case: S ECI 2023 04713

Filed on: 18/10/2023 03:59 PM
S ECI 2023 04713

WARRANT OF SEIZURE AND SALE

**IN THE SUPREME COURT
OF VICTORIA AT MELBOURNE**

BETWEEN:

OWNERS CORPORATION 1 PLAN NO. PS811297B
OF: C/- Level 18, 461 Bourke Street, MELBOURNE VIC 3000

Applicant

and

NEETABEN DHANESHCHANDRA SONI
OF: Unit 1/115 Cheddar Road, RESERVOIR VIC 3073

Respondent



Date of Document: 18 October 2023
Filed on behalf of the Applicant
Prepared by:
Hicks Oakley Chessell Williams
Solicitors
Level 18, 461 Bourke Street
Melbourne VIC 3000

Solicitor Code: 105698
Tel: 03 9629 7411
Fax: 03 9629 7422
Ref: 2201381
Attn: Jennifer Dizon
Email: jennifer.dizon@hocw.com.au

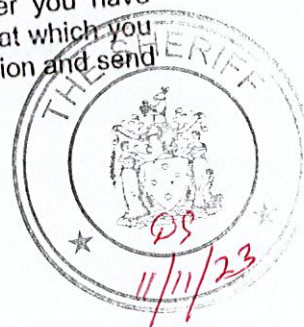
TO THE SHERIFF:

In respect of the order of the Melbourne Magistrates' Court dated 18 July 2023 by which it was ordered that NEETABEN DHANESHCHANDRA SONI pay \$2,430.46 together with costs of \$595.00 and interest of \$75.91 to OWNERS CORPORATION 1 PLAN NO. PS811297B as appears on the Sealed Notice of Order by the Registrar of said Magistrates' Court dated 18 July 2023, and filed with this court on 18 October 2023 Levy on the Property of Neetaben Dhaneshchandra Soni which is authorised by law to be taken in execution for -

- a) \$3,101.37 being now due and payable and \$123 in further costs;
- b) \$78.17 being interest at the rate or rates fixed in accordance with law on \$3,101.37 from 19 July 2023;
- c) \$1,492.90 being the costs of this warrant; and \$237.10 being the costs of the previous Magistrates Court warrant to seize property; and
- d) your fees and expenses for this and for any prior warrant.

W23014255348 \$218.00

And Pay the amount so levied other than your fees and expenses to the Plaintiff or its Solicitors - Hicks Oakley Chessell Williams, Level 18, 461 Bourke Street Melbourne VIC 3000 or otherwise as the law requires and indorse on this Warrant immediately after you have performed all your obligations under it a statement of the date, time and place at which you have executed or attempted to execute the warrant and the results of the execution and send a copy of the statement to The Plaintiff



W23014873310

For the purposes of s52(2) of the Transfer of Land Act 1958, the land in the folio or folios of the Register kept under that Act identified by folio number(s) Volume 12022 and Folio 212 is affected by this Warrant.

Date Issued: 18 October 2023

BY THE COURT
PROTHONOTARY

Issued at the request of: The Applicant

The last known registered address of Neetaben Dhaneshchandra Soni the Respondent is Unit 1, 115 Cheddar Road RESERVOIR VIC 3073.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 02/09/2024 02:52:20 PM

Status	Registered	Dealing Number	AX967729D
Date and Time Lodged	06/05/2024 11:59:38 AM		

Lodger Details

Lodger Code	18237Q
Name	HICKS OAKLEY CHESSELL WILLIAMS
Address	
Lodger Box	
Phone	
Email	
Reference	KN 2230382 Warrant -

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12022/212

Instrument and/or legislation

RECORD - JUDGEMENT DECREE ORDER OR PROCESS OF EXECUTION OF COURT
Transfer of Land Act - section 52

Applicant(s)

Tenancy (inc. share)	None
Name	OWNERS CORPORATION 1 PLAN NO. PS811297B
Address	
Unit Type	SUITE
Unit Number	3
Street Number	857
To Street Number	859
Street Name	DONCASTER
Street Type	ROAD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	DONCASTER EAST
State	VIC
Postcode	3109

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	OWNERS CORPORATION 1 PLAN NO. PS811297B
Signer Name	KIM NGUYEN
Signer Organisation	HICKS OAKLEY CHESSELL WILLIAMS PTY. LTD.
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	06 MAY 2024

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Document Type	Instrument
Document Identification	AX967729D
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/09/2024 14:52

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W23014873310



Rule 68.08
FORM 68A

Case: S ECI 2023 04713

Filed on: 18/10/2023 03:59 PM
S ECI 2023 04713

WARRANT OF SEIZURE AND SALE

IN THE SUPREME COURT
OF VICTORIA AT MELBOURNE

BETWEEN:

OWNERS CORPORATION 1 PLAN NO. PS811297B
OF: C/- Level 18, 461 Bourke Street, MELBOURNE VIC 3000



Applicant

and

NEETABEN DHANESHCHANDRA SONI
OF: Unit 1/115 Cheddar Road, RESERVOIR VIC 3073

Respondent

Date of Document: 18 October 2023
Filed on behalf of the Applicant
Prepared by:
Hicks Oakley Chessell Williams
Solicitors
Level 18, 461 Bourke Street
Melbourne VIC 3000

Solicitor Code: 105698
Tel: 03 9629 7411
Fax: 03 9629 7422
Ref: 2201381
Attn: Jennifer Dizon
Email: jennifer.dizon@hocw.com.au

TO THE SHERIFF:

In respect of the order of the Melbourne Magistrates' Court dated 18 July 2023 by which it was ordered that NEETABEN DHANESHCHANDRA SONI pay \$2,430.46 together with costs of \$595.00 and interest of \$75.91 to OWNERS CORPORATION 1 PLAN NO. PS811297B as appears on the Sealed Notice of Order by the Registrar of said Magistrates' Court dated 18 July 2023, and filed with this court on 18 October 2023 Levy on the Property of Neetaben Dhaneshchandra Soni which is authorised by law to be taken in execution for -

- a) \$3,101.37 being now due and payable and \$123 in further costs;
- b) \$78.17 being interest at the rate or rates fixed in accordance with law on \$3,101.37 from 19 July 2023;
- c) \$1,492.90 being the costs of this warrant; and \$237.10 being the costs of the previous Magistrates Court warrant to seize property; and
- d) your fees and expenses for this and for any prior warrant.

W23014255348 \$218.00

And Pay the amount so levied other than your fees and expenses to the Plaintiff or its Solicitors - Hicks Oakley Chessell Williams, Level 18, 461 Bourke Street Melbourne VIC 3000 or otherwise as the law requires and indorse on this Warrant immediately after you have performed all your obligations under it a statement of the date, time and place at which you have executed or attempted to execute the warrant and the results of the execution and send a copy of the statement to The Plaintiff



W23014873310

For the purposes of s52(2) of the Transfer of Land Act 1958, the land in the folio or folios of the Register kept under that Act identified by folio number(s) Volume 12022 and Folio 212 is affected by this Warrant.

Date Issued: 18 October 2023

BY THE COURT
PROTHONOTARY

Issued at the request of: The Applicant

The last known registered address of Neetaben Dhaneshchandra Soni the Respondent is Unit 1, 115 Cheddar Road RESERVOIR VIC 3073.

INFORMATION 29 ONLY

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Document Type	Plan
Document Identification	PS811297B
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/09/2024 14:52

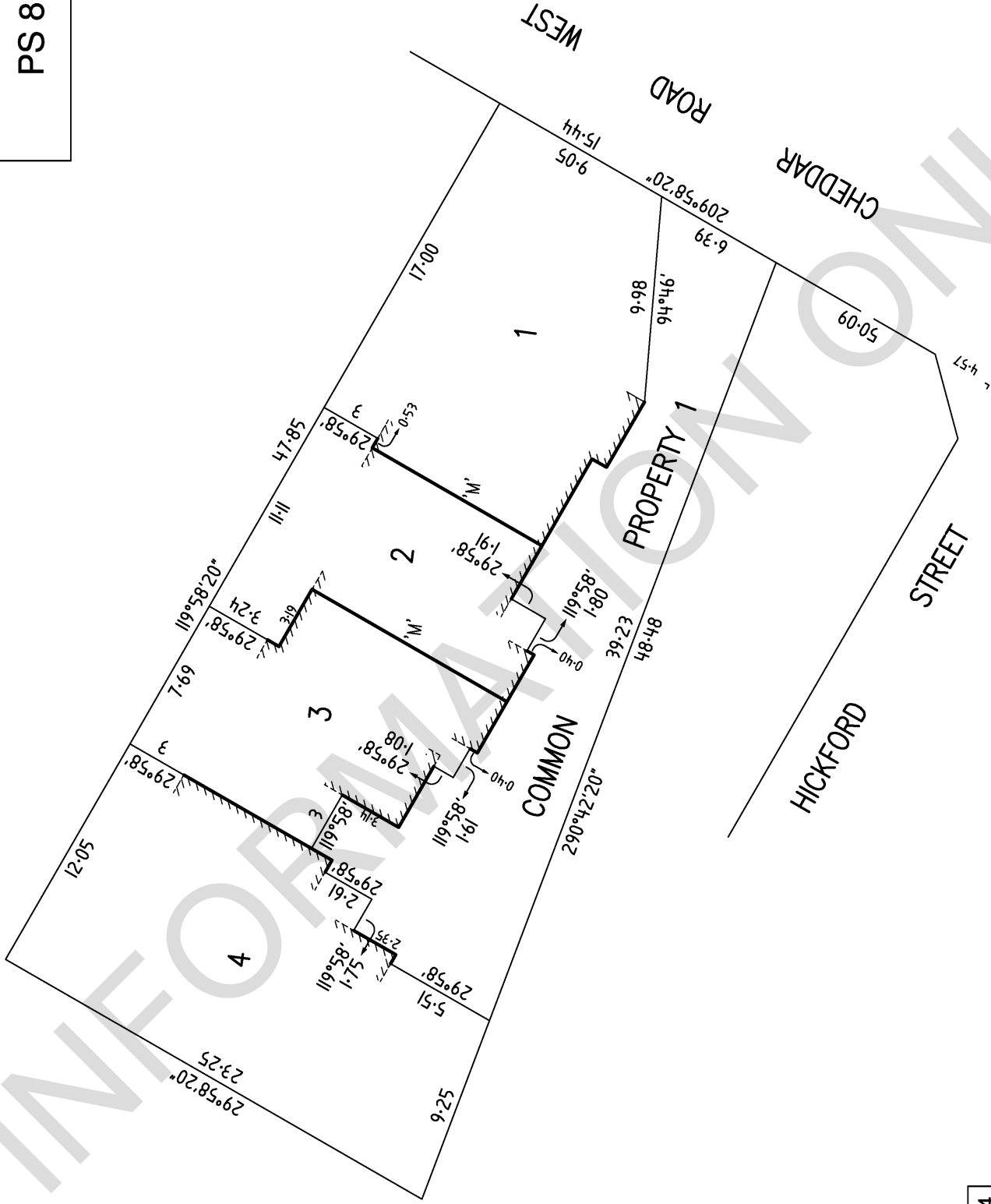
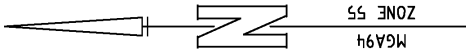
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PLAN OF SUBDIVISION		EDITION 1	STAGE -	PS 811297B
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 14 (PART) TITLE REFERENCE: Vol. 4725 Fol. 946 LAST PLAN REFERENCE: Lot 224 on LP 8288 (also referred as Lot 224 on TP 721856D) POSTAL ADDRESS: 115 CHEDDAR ROAD (at time of subdivision) RESERVOIR 3073 MGA94 CO-ORDINATES: E: 325170 ZONE: 55 (of approx centre of land in plan) N: 5825260 GDA 94		Council Name: Darebin City Council Council Reference Number: SUB/10/2018 Planning Permit Reference: D/30/2018 SPEAR Reference Number: S115960P Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Robert Murray for Darebin City Council on 17/09/2018		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any Owners Corporations including purpose, for responsibility, entitlement and liability see Owners Corporation Search Report, Owners Corporation Additional Information and, if applicable, Owners Corporation Rules. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED IN THAT PARCEL		
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is is not based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to Keelbundora PM 465. In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
NIL				
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au		SURVEYORS FILE REF: 14664 Digitally signed by: Cheng Yee Tan (Peter Richards Surveying), Surveyor's Plan Version (2), 10/09/2018, SPEAR Ref: S115960P		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 12:12PM DATE: 10/10/2018 Ethan KAO Assistant Registrar of Titles

PS 811297B



SURVEYORS FILE REF: 14664

PETER RICHARDS SURVEYING

337-339 GREENSBOROUGH ROAD WATSONIA 3087
 Tel: 9432 6944 Fax: 9434 4052
 POSTAL ADDRESS: P.O. Box 237
 WATSONIA 3087
 subdivisions@prsurveying.com.au

SCALE
1:200

LENGTHS ARE IN METRES



Digitally signed by: Cheng Yee Tan (Peter Richards
 Surveying),
 Surveyor's Plan Version (2),
 10/09/2018, SPEAR Ref: S115960P

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
 Darebin City Council,
 17/09/2018,
 SPEAR Ref: S115960P



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 02/09/2024 02:52:20 PM

Status	Registered	Dealing Number	AS209739A
Date and Time Lodged	29/05/2019 02:52:04 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	MM:2574708 VIC RAMS

MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12022/212

Mortgagor

Given Name(s)	NEETABEN DHANESHCHANDRA
Family Name	SONI

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Floor Type	LEVEL
Floor Number	2
Unit Type	BUILDING
Unit Number	G
Street Number	1



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Name HOME BUSH BAY
Street Type DRIVE
Locality RHODES
State NSW
Postcode 2138

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA1530

(b) Additional terms and conditions

The mortgagor acknowledges giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from the mortgagee. For the purposes of the terms and conditions referred to in this mortgage, the Lender is the mortgagee.

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	SARAH EL-SAYED
Signer Organisation	MSA NATIONAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 MAY 2019

File Notes:

NIL

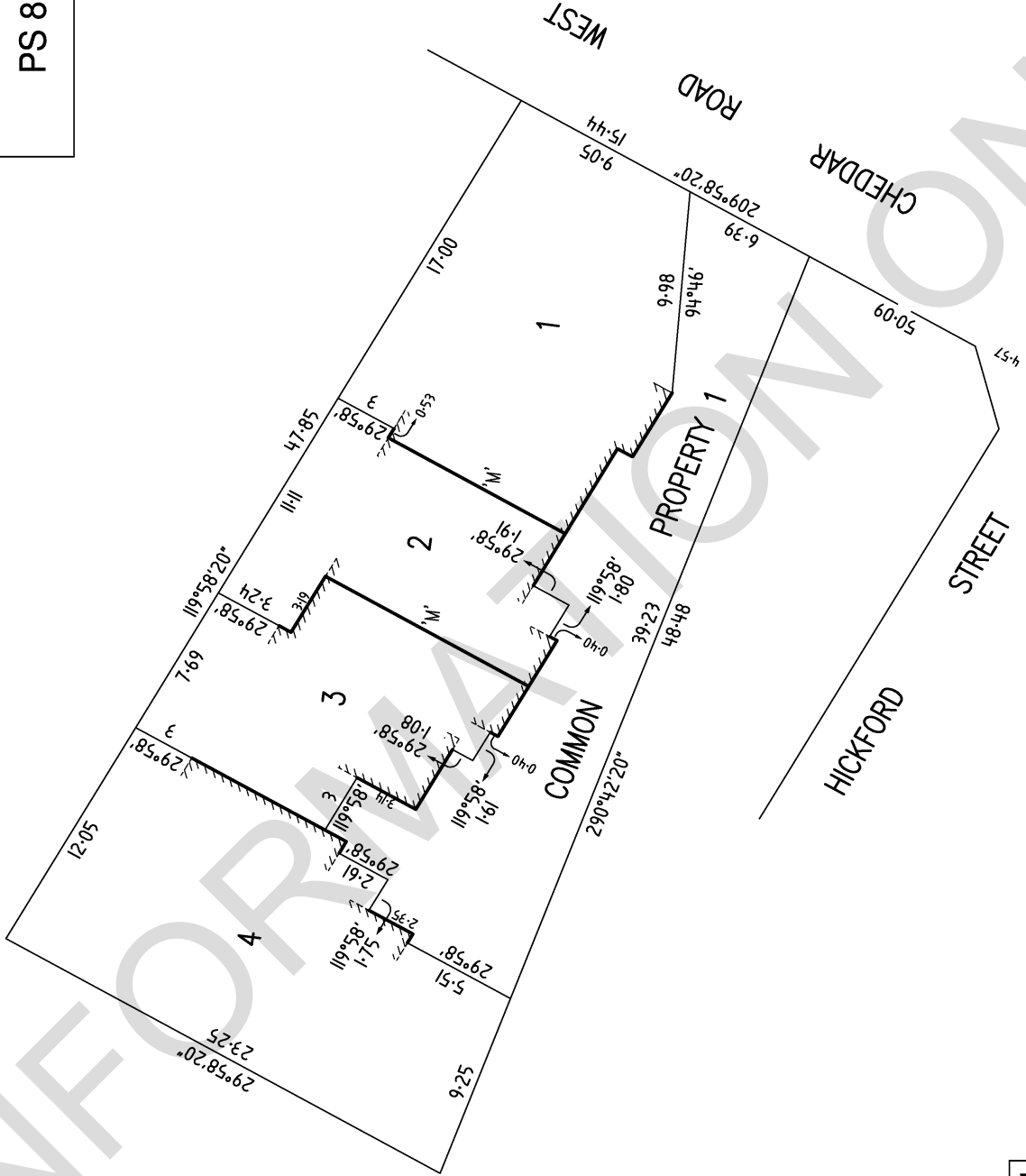
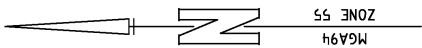
This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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PLAN OF SUBDIVISION		EDITION 1	STAGE -	PS 811297B
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 14 (PART) TITLE REFERENCE: Vol. 4725 Fol. 946 LAST PLAN REFERENCE: Lot 224 on LP 8288 (also referred as Lot 224 on TP 721856D) POSTAL ADDRESS: 115 CHEDDAR ROAD (at time of subdivision) RESERVOIR 3073 MGA94 CO-ORDINATES: E: 325170 ZONE: 55 (of approx centre of land in plan) N: 5825260 GDA 94		Council Name: Darebin City Council Council Reference Number: SUB/10/2018 Planning Permit Reference: D/30/2018 SPEAR Reference Number: S115960P Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Robert Murray for Darebin City Council on 17/09/2018		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation Search Report, Owners Corporation Additional Information and, if applicable, Owners Corporation Rules. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL IS CONTAINED IN THAT PARCEL		
DEPTH LIMITATION DOES NOT APPLY SURVEY: This plan is/is not based on survey. STAGING: This is/is not a staged subdivision. Planning Permit No. This survey has been connected to Keelbundora PM 465. In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
NIL				
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au		SURVEYORS FILE REF: 14664 Digitally signed by: Cheng Yee Tan (Peter Richards Surveying), Surveyor's Plan Version (2), 10/09/2018, SPEAR Ref: S115960P		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 12:12PM DATE: 10/10/2018 Ethan KAO Assistant Registrar of Titles

PS 811297B



SURVEYORS FILE REF: 14664

PETER RICHARDS SURVEYING
 337-339 GREENSBOROUGH ROAD WATSONIA 3087
 Tel: 9432 6944 Fax: 9434 4052
 POSTAL ADDRESS: P.O. Box 237
 WATSONIA 3087
 subdivisions@prsurveying.com.au

SCALE
 1:200

LENGTHS ARE IN METERS

Digitally signed by: Cheng Yee Tan (Peter Richards Surveying),
 Surveyor's Plan Version (2),
 10/09/2018, SPEAR Ref: S115960P

ORIGINAL SHEET
 SIZE: A3

Digitally signed by:
 Darabin City Council,
 17/09/2018,
 SPEAR Ref: S115960P

SHEET 2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/09/2024 01:37:05 PM

OWNERS CORPORATION 1
PLAN NO. PS811297B

The land in PS811297B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

27 JACK ROAD CHELTENHAM VIC 3192

OC041179X 10/10/2018

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:

OC041179X 10/10/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Total	40.00	40.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2024 01:37:05 PM

**OWNERS CORPORATION 1
PLAN NO. PS811297B**

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.

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1064643

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

SONI, NEETABEN DHANESHCHANDRA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 1 PLAN PS811297 ALSO KNOWN AS 1/115 CHEDDAR ROAD RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a SPECIAL BUILDING OVERLAY
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 -
C170dare

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

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

02 September 2024

Sonya Kilkeny
Minister for Planning

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 2th September 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 1 115 CHEDDAR ROAD, RESERVOIR 3073
CITY OF DAREBIN

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

Date of issue: 2th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74091947 - 74091947144939 '366904'

Certificate Number: 1487/2024
Darebin Reference Number: 81474.9

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	02-Sep-2024
Assessment Number	81474.9
Applicant Reference	74091947-018-0:106664
Certificate Number	1487/2024
Property Location	1/115 Cheddar Road RESERVOIR VIC 3073
Property Description	CT-12022/212 Lot 1 PS 811297 AVPCC 121.4 - Townhouse

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.

Site Value	\$225,000
Capital Improved Value	\$600,000
Net Annual Value	\$30,000

Certificate Number: 1487/2024
Darebin Reference Number: 81474.9

Rates and charges levied for the period 01/07/2024 - 30/06/2025

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00174674	Residential Vacant Land	0.00524022
Business	0.00305680	Business Vacant Land	0.00698696
Vacant Retail Land	0.00698696	Mixed Use Land	0.00244544

Arrears to 30-Jun-2024	\$8,080.45
Arrears of Legal Fees	\$0.00
General Rates	\$1,048.05
Fire Service Property Levy	\$184.20
Environmental Charge	\$341.25
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$9,653.95
Special Rates and Charges due:	\$0.00
Total due for property: 1/115 Cheddar Road RESERVOIR VIC 3073	\$9,653.95

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0814749**
To pay \$9,653.95
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 814749 to pay \$9,653.95

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 1487/2024
Darebin Reference Number: 81474.9

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1487/2024
Darebin Reference Number: 81474.9

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

2nd September 2024

Antonys Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Antonys Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	1/115 CHEDDAR ROAD RESERVOIR 3073
Applicant	Antonys Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30880078
Conveyancing Account Number	7959580000
Your Reference	366904

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1/115 CHEDDAR ROAD RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	1/115 CHEDDAR ROAD RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

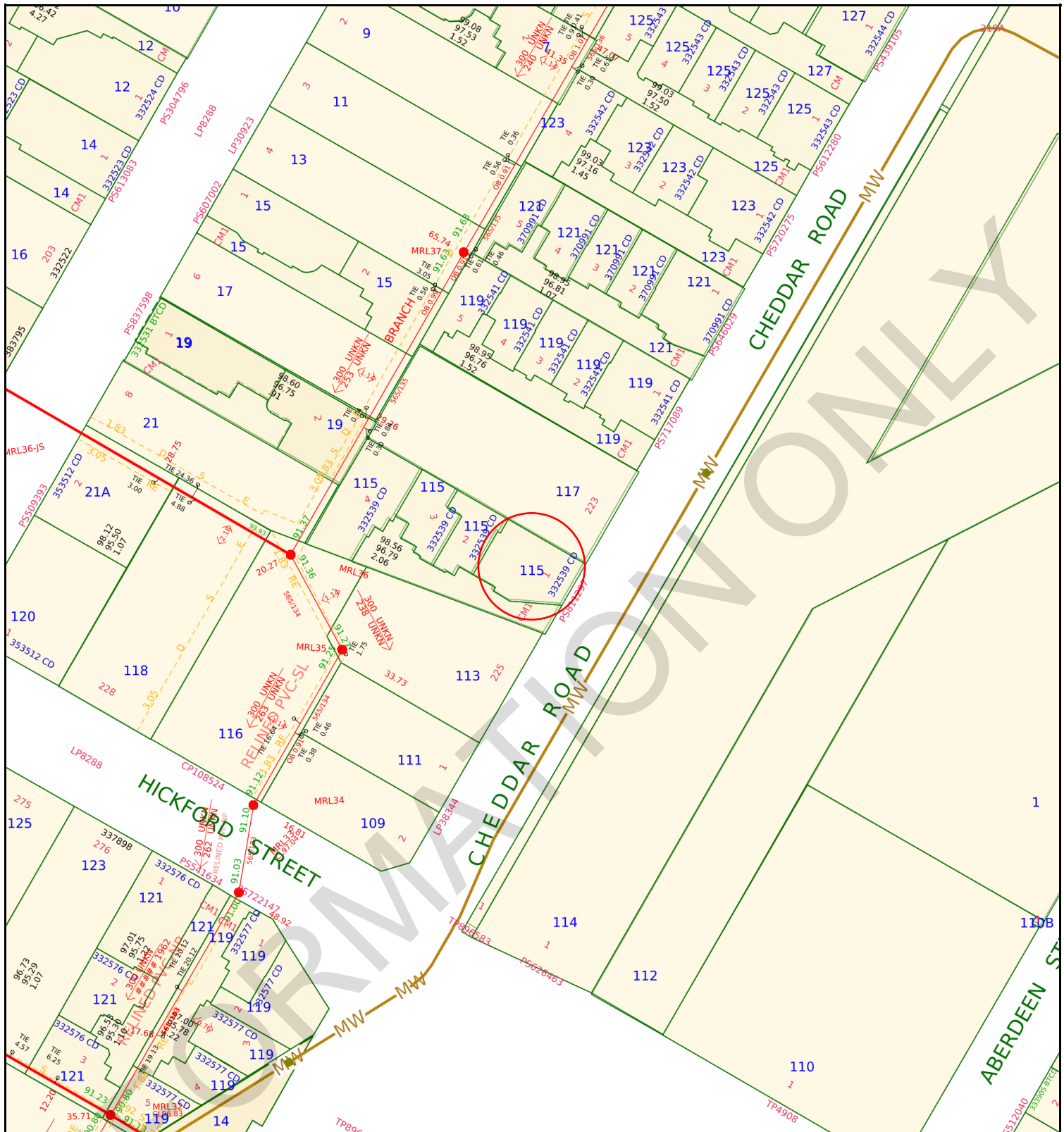
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL98.71 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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

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

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



**Yarra Valley Water
Information Statement
Number: 30880078**

Address	1/115 CHEDDAR ROAD RESERVOIR 3073	
Date	02/09/2024	
Scale	1:1000	

N

**Yarra
Valley
Water**

ABN 93 066 902 501

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

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4249406182
Rate Certificate No: 30880078

Date of Issue: 02/09/2024
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/115 CHEDDAR RD, RESERVOIR VIC 3073	1\PS811297	5161279	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 17.000000kL x \$3.34380000 = \$56.84</i> Estimated Average Daily Usage \$0.68	15-03-2024 to 06-06-2024	\$56.84	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$4210.99
	Total for This Property		\$4404.10

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
115 CHEDDAR RD, RESERVOIR VIC 3073	224\LP8288	1127959	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5161279

Address: UNIT 1/115 CHEDDAR RD, RESERVOIR VIC 3073

Water Information Statement Number: 30880078

HOW TO PAY



Biller Code: 314567
Ref: 42494061828

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference: 24/688
Certificate No: 79716264
Issue Date: 02 SEP 2024
Enquiries: ESYSPROD

Land Address: UNIT 1, 115 CHEDDAR ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45547421	1	811297	12022	212	\$0.00

Vendor: NEETABEN SONI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS NEETABEN DHANESHCHANDRA S	2024	\$225,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$595,000

SITE VALUE: \$225,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 79716264

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$225,000

Calculated as \$975 plus (\$225,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79716264

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79716264

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	24/688
Certificate No:	79716264
Issue Date:	02 SEP 2024
Enquires:	ESYSPROD

Land Address: UNIT 1, 115 CHEDDAR ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45547421	1	811297	12022	212	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$595,000
SITE VALUE:	\$225,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79716264

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	24/688
Certificate No:	79716264
Issue Date:	02 SEP 2024

Land Address: UNIT 1, 115 CHEDDAR ROAD RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
1	811297	12022	212

Vendor: NEETABEN SONI

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 79716264

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 79716262

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79716262

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Owners Corporation 811297B
115 Cheddar Road RESERVOIR VIC 3073

Owners Corporation Certificate

Date Of Issue: Wednesday, 18 September 2024

Owners Corporation Certificate

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

Owners Corporation No. 1 Strata Plan No. 811297B

Lot Address:	115 Cheddar Road RESERVOIR VIC 3073
Vendor Name:	Neetaben Dhaneshchangdra Soni
Reference:	24/688
Certificate Prepared For:	Anthony's Solicitors via InfoTrack Anthony's Solicitors via InfoTrack
Contact e-Mail:	ownerscorp@infotrack.com.au
Contact Number:	Not Available

This certificate is issued for Lot 1 / Unit 1 on Plan No. 811297B

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 18 September 2024. You should obtain a new certificate for current information prior to settlement.

- Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:**

Please refer to the recent minutes of the Owners Corporation, as attached to this certificate and note the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing financial requirements of the Owners Corporation.

- The Owners Corporation has the following insurance cover:**

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	QIA GROUP PTY LTD
Last Valuation Date:	07 March 2023
Amount At Last Valuation Date:	\$1,940,000.00
Insurer:	Strata Insurance - SCI
Policy Number:	VRSC18004410
Sum Insured:	\$2,037,000.00
Policy Expiry Date:	17 October 2024

Endorsement - WEF 31.05.2024 Strata Insurance have been appointed as the new Broker.

The Insured

Owners Corporation No. 811297B

Situation

115 Cheddar Road, Reservoir VIC 3073

Policy Period:

17.10.2023 to 17.10.2024 at 4.00pm

POLICY LIMITS / SUMS INSURED

SECTION 1 PART A	1. Building	\$2,037,000
	Common Area Contents	\$0
	2. Terrorism Cover under Section 1 Part A2	Applies
PART B	Loss of Rent/Temporary Accommodation	\$305,550
OPTIONAL COVERS	1. Flood	Not Selected
	2. Floating Floors	Not Selected
SECTION 2	Liability	\$20,000,000
SECTION 3	Voluntary Workers	\$200,000/\$2,000
SECTION 5	Fidelity Guarantee	\$100,000
SECTION 6	Office Bearers' Liability	Not Selected
SECTION 7	Machinery Breakdown	Not Selected
SECTION 8	Catastrophe	\$305,550
SECTION 9 PART A	Government Audit Costs - Professional Fees	\$25,000
	PART B - Appeal Expenses	\$100,000
	PART C - Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000
SECTION 11	Loss of Lot Market Value	Not Selected

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$2,500	To apply in respect of Loss or Damage to any Lot/Unit while unoccupied, and individually to each Lot/Unit in the event that Loss or Damage occurs to multiple unoccupied Lots/Units
	\$1,000	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses & 10% Contribution

Underwriting Agency: SCIA - Strata Community Insurance Agencies Pty Ltd
Level 19/570 Bourke Street
Melbourne VIC 3000
ABN 72 165 914 009
AFS Licence No. 457787

Insurer: Allianz Australia Insurance Limited
2 Market Street
Sydney NSW 2000
ABN 15 000 122 850
AFS Licence No. 234708

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

PO Box 7069, Hawthorn North VIC 3122
Email: contacts@stratainsurance.net

Tel: 03 9597 0357
Web: www.stratainsurance.net

4. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Not Applicable.

5. The total funds held by the Owners Corporation as follow:

Date of Issue:	18 September 2024
Admin Bank Balance:	\$2,150.82
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$2,150.82

6. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

Not Applicable.

7. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Not Applicable.

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

Not Applicable.

9. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Not Applicable.

10. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Not Applicable.

11. The Owners Corporation has resolved to appoint a manager.

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Misc. Event

Lot 1 is currently with debt collection, legal cost at the current time is unknown, the owner/conveyancer to request an update at a later time on the final costings.

14. Appended documents following:

- 14.1. Lot Financial Ledger
- 14.2. Minutes Of Most Recent Meeting
- 14.3. Model Rules
- 14.4. Statement of Advice and Information
- 14.5. Generic Certificate of Currency

If you are buying or selling a property, please ensure upon settlement Notice of Acquisition and Disposition is provided to feedback@bodycorporatestrata.com.au. to ensure owners details are updated accordingly.

Signed on behalf of the Owners Corporation 811297B by



Nicole Roberts
Body Corporate Strata Group
03 7020 6300
PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 01/04/2021 - 16/09/2025





Owners Corporation Number: 811297B

Lot Number: Lot 1 (Unit 1)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/10/2024	832735568701	Standard Levy Contribution From 01/10/2024 To 31/03/2025	\$987.50	-	\$12,079.63	DR
Arrears	01/04/2024	832569482798	Owners Corp. Fees 01/04/2024 - 30/09/2024 From 01/04/2024 To 30/09/2024	\$987.50	-	\$11,092.13	DR
Arrears	01/04/2024	832569482783	Adj Levy based on Approved AGM Budget for FY23-24	\$125.00	-	\$10,104.63	DR
Arrears	15/12/2023	832569482814	Lot 1: Recharge for HOCW Invoice # 63481 for debt collection costs incurred to recover outstanding Owners Corporation Fees	\$775.00	-	\$9,979.63	DR
Arrears	14/12/2023	832569482830	Lot 1: Recharge for HOCW Invoice # 63482 for debt collection costs incurred to recover outstanding Owners Corporation Fees	\$2,200.00	-	\$9,204.63	DR
Arrears	22/11/2023	832569482845	Lot 1: Recharge for HOCW Invoice # 63035 for debt collection costs incurred to recover outstanding Owners Corporation Fee	\$360.10	-	\$7,004.63	DR
Arrears	10/10/2023	832569482861	Special Levy - Shortfall on Cashflow	\$1,050.00	-	\$6,644.53	DR
Arrears	01/10/2023	832569482877	Owners Corp. Fees (01.10.23 to 31.03.24) From 01/10/2023 To 31/03/2024	\$862.50	-	\$5,594.53	DR
Arrears	10/07/2023	832569482892	Lot 1: Recharge for HOCW Invoice # 61373 for debt collection costs incurred to recover outstanding Owners Corporation Fees	\$595.00	-	\$4,732.03	DR
Arrears	12/04/2023	832569482908	Lot 1: Recharge for Australian Body Corporate time and attendance to sign VCAT Summary of Proof	\$242.00	-	\$4,137.03	DR
Arrears	01/04/2023	832569482939	Owners Corp. Fees (01.04.23 to 30.09.23) From 01/04/2023 To 30/09/2023	\$862.50	-	\$3,895.03	DR
Arrears	01/04/2023	832569482923	Lot 1: Recharge for Australian Body Corporate time and attendance to breach notice	\$242.00	-	\$3,032.53	DR
Arrears	17/01/2023	832569482955	Lot 1: Debt recovery Stage 2	\$55.00	-	\$2,790.53	DR
Arrears	21/12/2022	832569482970	Adj Levy based on Approved AGM Budget for FY22-23 From 21/12/2022 To 21/12/2022	\$65.00	-	\$2,735.53	DR
Arrears	01/10/2022	832569482986	Owners Corp. Fees (01.10.22 to 31.03.23) From 01/10/2022 To 31/03/2023	\$797.50	-	\$2,670.53	DR
Arrears	20/09/2022	832569483002	Lot 1: Debt recovery Stage 3	\$242.00	-	\$1,873.03	DR
Arrears	04/07/2022	832569483017	Lot 1: Debt recovery Stage 1	\$10.00	-	\$1,631.03	DR
Arrears	01/04/2022	832569483034	Owners Corp. Fees (01.04.22 to 30.09.22) From 01/04/2022 To 30/09/2022	\$797.50	-	\$1,621.03	DR
Arrears	01/10/2021	832569483048	Owners Corp. Fees (01.10.21 to 31.03.22) From 01/10/2021 To 31/03/2022	\$797.50	-	\$823.53	DR
Arrears	01/04/2021	832569483064	Owners Corp. Fees (01.04.21 to 30.09.21) balance owing From 01/04/2021 To 30/06/2021	\$26.03	-	\$26.03	DR
Opening Balance at (01/04/2021)				-	-	\$0.00	CR
Closing Balance at (16/09/2025)				\$12,079.63	-	\$12,079.63	DR

Standard Contributions Paid Until:

If any of the payment references below have changed you should have received an independent notification from your manager.

 <p>^Internet payments by bank account require pre-registration. Please complete a Customer Initiated Direct Debit registration form available at https://www.deft.com.au/ Payments by Credit Card do not require pre-registration and a surcharge may apply.</p>	
 <p>Pay by Credit Card or ^pre-registered bank account at https://www.deft.com.au/ Or by Credit Card via your StrataPort Lot Owner Account Your DEFT Reference Number: 2305396862782635</p>	 <p>Pay in person at any Australia Post Office by Cheque or EFTPOS. *496 230539686 2782635</p>
 <p>Pay via BPAY: Biller Code: 96503 Ref: 2305396862782635</p>	



Australian Body Corporate
ABN 60 873 029 429

PO Box 278 Doncaster Heights
VIC 3109
03 8418 8787
admin@ausbodycorp.com.au
ausbodycorp.com.au

13th December 2023

To All Lot Owners
115 Cheddar Road, Reservoir VIC 3073

From: Owners Corporation Plan PS811297B
115 Cheddar Road, Reservoir VIC 3073

AGM Minutes & **Notice of Interim Resolutions**

Dear Owner(s),

On behalf of the Owners Corporation PS811297B and Australian Body Corporate we are pleased to provide you with a copy of the minutes taken from the recently conducted 2023 Annual General Meeting for the property.

As a Quorum was NOT established at the meeting, pursuant to Section 78 of the Owners Corporation Act 2006, all resolutions passed at the meeting were therefore passed as interim resolutions.

Please note that the resolutions passed at the meeting will become permanent resolutions and binding upon all lot owners at the expiry of 29 days from the meeting date, if no objections are received in writing to the manager within 14 days of this notice, totalling 25% or more of all lots.

Enclosed:
AGM Minutes

We thank you for your review and consideration of the resolutions taken at the AGM.

Yours Sincerely,

Adam Deng
Strata Portfolio Manager
Australian Body Corporate
On behalf of OCPS811297B

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PS811297B
115 CHEDDAR ROAD, RESERVIOR VIC 3073**

**Date: Wednesday 13th December 2023
Time: 3:00pm
Venue: Online via Zoom**

1. WELCOME AND APPOINTMENT OF CHAIRPERSON FOR THE MEETING

The manager welcomed all members present at the Owners Corporation Annual General Meeting which commenced at 4:05pm.

It was resolved to appoint Adam Deng as the Chairperson of the meeting.

2. NOTING ATTENDANCE, APOLOGIES & PROXIES

Members Present:

Lot 2 Robert Lauria

Proxy:

Nil

Apology:

Nil

In Attendance:

Adam Deng representing Australian Body Corporate Management

3. QUORUM & VOTING

A Quorum for a General Meeting is at least 50% of the total votes or if 50% of the total votes is not available the Quorum is at least 50% of the total Lot Entitlement.

If there is not a Quorum, the Annual General Meeting may proceed but all resolutions are Interim Resolutions. Interim Resolutions become Resolutions of the Owners Corporation 28 days after the meeting, if no petition is received in writing from lots holding at least 25% of total lot entitlement of the Owners Corporation within 28 days of the meeting.

As less than 50% of total lots were present either in person or by proxy, the meeting proceeded without a quorum.

Voting at the meeting was via show of hands unless a poll is called for a motion/motions. All resolutions here forth are carried without dissent unless otherwise noted in the minutes of the meeting.

4. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

a. Member resolved to accept the minutes of the AGM held on 17/11/2022 as a true and accurate record of the resolutions of the meeting.

b. Matter arising from the minutes
Regarding the excess paid for the claim lodged in 2020 for the damaged letterbox,

the insurer was still trying to recover the cost from the third party. No further update had been received though.

The manager would keep following up with the insurer and provide quarterly update to lot owners.

5. MANAGER'S REPORT

The Manager's Report was tabled at the meeting.

It was noted that a formal breach was issued against Unit 1 due to lack of maintenance and damages to the garden beds at the front of the property.

6. PRESENTATION AND ACCEPTANCE OF PREVIOUS YEARS' FINANCIAL REPORTS

The Owners Corporation resolved to accept and adopt the financial statements for the period ending **30/09/2023** as per report attached.

7. OWNERS CORPORATION COMMITTEE

In accordance with Section 100 of the Owners Corporation Act 2006, an Owners Corporation with 10 or more Lots must elect a Committee at each Annual General Meeting.

a. Election

In accordance with Section 103 of the Owners Corporation Act 2006, a committee of an Owners Corporation must have at least 3 and not more than 7 members.

No committee was elected.

It was resolved to elect Robert Lauria of Lot 2 as the Chairperson of the Owners Corporation/Committee.

8. REVIEW OF BUILDING & PUBLIC LIABILITY INSURANCE COVER

a. Review of Building & Public Liability Cover

Members reviewed and accepted the Building & Public Liability Insurance cover as per the Certificate of Currency attached.

Excess for standard claims: \$1,000.00

b. Insurance Valuation Recommendation

The most recent valuation was conducted in 2023. The next one would be due in 2028.

c. The Owners Corporation resolved as a Standing Resolution to automatically renew the Owners Corporation insurance policies annually. This Standing Resolution is to renew insurance with the same policy benefits as a minimum and with the sum recommended by the insurer at each renewal.

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

9. OCCUPATIONAL HEALTH & SAFETY COMPLIANCE

In accordance with the Occupational Health & Safety Act 2004, it is an obligation of the Owners Corporation to keep the common property clean and tidy and free from any potential safety hazard.

Members were reminded the importance of monitoring the common areas and advising the Manager of any OH&S concerns so that these may be addressed and reduced to ensure the safety of all residents and guests.

10. COMMON PROPERTY MAINTENANCE

- a. Caretaking/General Maintenance
No matters were arising.

11. PROPOSED BUDGET

- a. Resolution to accept and adopt Owners Corporation Administration Budget (01/10/2023 to 30/09/2024)

The Owners Corporation resolved that the proposed Administrative Fund budget in the amount of \$7,900.00 GST Inclusive for the period 01/10/2023 to 30/09/2024 as attached be accepted.

Manager's note: the increase in fees was due to potential cost increase in building insurance premium. The budget allowed an approx. \$25% increase which was considered to be sufficient.

- b. The Owners Corporation resolved that the fees are levied half-yearly, due on the 1st day of October and April each year until resolved otherwise at an Annual General Meeting.

12. DEBT COLLECTION & PENALTY INTEREST

- a. **ARREARS:** Members resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.
- b. **PENALTY INTEREST:** Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006."
- c. **LEGAL ACTION:** Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so."

Manager's note: members were advised that the Owners Corporation had taken legal action against Unit 1 for recovery of outstanding fee. As at the time of the meeting, a supreme court warrant had been issued and registered against the Title of Unit 1 for enforced sale of the property. The manager would provide quarterly updates to lot owns on its progress.

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

13. APPOINTMENT OF OWNERS CORPORATION MANAGER

- a. Members resolve that Australian Body Corporate was appointed as the Owners Corporation Manager for Owners Corporation PS811297B for another year and the Contract of Appointment of the Owners Corporation Manager is rolled over for another 12 months.
- b. Members resolved to delegate to the manager all powers and functions of the Owners Corporation necessary to enable the manager to perform its duties under the form of Contract of Appointment of the Owners Corporation Manager.

14. GENERAL BUSINESS

- a. ROSCON after hour Emergency service—1800 767 266
Australian Body Corporate uses ROSCON Property Services (1800 767 266) for all after hours emergency services to the common property. If the issue is not related to the common property, the individual owner may be invoiced the costs for the call out.

Members were advised that the annual subscription fee for the service was \$55.00

- b. Electronic Communication (Paperless Documentation)
- It was resolved that the Owners Corporation approves meetings notices & minutes be sent electronically (e.g. via email)
 - It was resolved that the Owners Corporation approves that meetings can be conducted electronically (e.g. Via Teleconferencing and/or Videoconferencing)
 - It was resolved that the Owners Corporation approves the acceptance of electronic voting at meetings that are conducted via teleconferencing and/or Videoconferencing.

- c. Other items
Nil

- d. Date for next AGM
It was resolved to hold the next AGM in November/December 2024.

15. Close of Meeting

With no further business the manager thanked all member present and closed the meeting at 3:30pm.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC18004410
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Owners Corporation Plan No. PS 811297B
SITUATION	115 Cheddar Road Reservoir VIC 3073
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 17/10/23 Expiry Date: 4.00pm on 17/10/24
INTERMEDIARY	Australian Body Corporate
ADDRESS	Suite 3, 857-859 Doncaster Road Doncaster East VIC 3109
DATE OF ISSUE	4 October 2023

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,037,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$305,550
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 8	Catastrophe		\$305,550
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Approved Budget to apply from 01/10/2023

Owners corporation No. 1 PS 811297B

115 Cheddar Road, Reservoir VIC 3073

Administrative Fund

	Approved budget	Actual 01/10/2022-30/09/2023	Previous budget
Revenue			
Levies Due (Special)--Admin	4,200.00	0.00	0.00
Levies Due--Admin	7,900.00	6,900.00	6,900.00
<i>Total revenue</i>	12,100.00	6,900.00	6,900.00
Less expenses			
Admin--Legislative & Compliance Fee	0.00	55.00	0.00
Admin--Management Fees--Standard	1,245.00	1,245.00	1,245.00
Insurance Valuation	0.00	284.00	0.00
Insurance--Premiums--General	5,000.00	4,055.56	4,000.00
Maint Bldg--Emergency After Hours: Call outs	55.00	55.00	55.00
Maint Grounds--Lawns & Gardening	1,100.00	1,015.32	1,100.00
Maint Grounds--Repairs & Maintenance	500.00	0.00	500.00
<i>Total expenses</i>	7,900.00	6,709.88	6,900.00
Surplus/Deficit	4,200.00	190.12	0.00
Opening balance	5,144.55	4,954.43	4,954.43
Closing balance	\$9,344.55	\$5,144.55	\$4,954.43
Total units of entitlement	40		40
Levy contribution per unit entitlement	\$197.50		\$172.50

Schedule 2—Model rules for an owners corporation

Regulation 11

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

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

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 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 the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC18004410
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Owners Corporation Plan No. PS 811297B
SITUATION	115 Cheddar Road Reservoir VIC 3073
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 17/10/23 Expiry Date: 4.00pm on 17/10/24
INTERMEDIARY	Strata Solutions International
ADDRESS	PO Box 7069 Hawthorn North VIC 3122
DATE OF ISSUE	6 July 2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,037,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$305,550
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 8	Catastrophe		\$305,550
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.