

Property Address: **Unit 9, 6 Maize Place Mernda VIC 3754**

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the -

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

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. 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:

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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.
was held; or
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 to be 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
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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.

Particulars of sale

Vendor's estate agent

Name: **Resider Real Estate**

Address: Unit 1/2 Stockyard St MERNDA 3754

Email: reception@residerre.com.au

Tel: 9407 9100

Mob:

Ref:

Vendor

Name: **Subashini Sinnan**

ABN/ACN:

Address: Unit 9, 6 Maize Place, MERNDA 3754

Email:

Vendor's legal practitioner or conveyancer

Name: **Roxburgh Park Conveyancing**

Address: Level 2, Office 3, 1070 Mt Alexander Road Essendon Vic. 3040.

Email: rpconveyancing@gmail.com

Tel: 9337 3130 Mob: 0400 836 614

Ref: 9009

Purchaser

Name:

ABN/ACN:

Address:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Tel:

Mob:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title Reference	Being Lot	On Plan
Volume 11356 Folio 373	10	PS647720F

If no title or plan references 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

Property address:

The address of the land is: **Unit 9, 6 Maize Place Mernda VIC 3754**

The land includes all improvements and fixtures.

Dwelling

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

Payment

Price \$

Deposit \$ _____ by _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond☐ General condition 15 applies only if the box is checked**Bank guarantee**☐ General condition 16 applies only if the box is checked**GST** (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

☐ a lease for a term ending on 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☐ Special Condition 21 applies only if the box is checked**Pest report**☐ Special Condition 21 applies only if the box is checked

SPECIAL CONDITIONS

ACKNOWLEDGMENT

1. The Purchaser hereby acknowledges receiving before paying any monies or signing any documents relating to this sale hereby effected, he/she has received:
 - (a) a copy of the Contract of Sale.
 - (b) a Vendor Statement in writing signed by the Vendor

AUCTION SPECIAL CONDITION (IF APPLICABLE)

2. If the Property is offered for sale by public auction, subject to the Vendor's reserve price, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2015 or any rules prescribed by regulation which modify or replace those rules.

AUCTION RULES

- (a) The property is offered for sale by public Auction subject to the Vendors reserve price.
- (b) Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer shall be the purchaser
- (c) The auctioneer shall determine the amount by which the bidding will be advanced.
- (d) No bid, once made, shall be retracted
- (e) If any dispute arises as to any bidding, the auctioneer shall determine the dispute or the property shall be put again at the last undisputed bid.
- (f) The Vendor reserves the following rights:
 - to refuse to accept any bid,
 - to make one or more bids either personally or by the agent of the auctioneer,
 - to withdraw the property from sale at any time before it has been knocked down without declaring the reserve price.
- (g) A bid shall constitute an offer made by the person who bids to enter into this Contract of Sale at the price bid by that person and agreement by that person and agreement by that person to the terms and conditions of this Contract of Sale, including this Special Condition, and when the property is knocked down by the Vendor' auctioneer, the Vendor shall be deemed to have accepted the offer so made by the person to whom the property has been so knocked down at the price last bid by that person and the property shall also then be deemed sold to that person at the price upon the terms and conditions herein contained.
- (h) The person to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract and pay the deposit to the Vendor's Agent, The Deposit payable hereunder shall be 10 percent (10%) of the purchase price. All deposit monies paid hereunder shall be held and applied in accordance with the provisions of the Sale of Land (Deposits) Act 1980.
- (i) If at the expiration of ten (10) minutes after the property has been knocked down (or such extended period as the Vendor may allow) the person to whom the property has been knocked down has failed to sign this Contract and/or pay the deposit money, then the Vendor may immediately or at any time thereafter at the Vendor's option sell the property either by auction or by private treaty to any other person and the person to whom the property has been knocked down but who has not signed this Contract of Sale and/or paid the deposit money shall:
 - (i) have no right of Action against the Vendor or the Vendor's Agent;
 - (ii) not be entitled to call for a Contract of Sale of the property;
 - (iii) have no interest in the Land, whether legal or equitable;
 - (iv) be liable to pay to the Vendor on demand any deficiency in price on such resale together with all of the Vendor's costs and expenses of such resale.

PLAN OF SUBDIVISION SPECIAL CONDITION (IF APPLICABLE)

3. The Purchaser acknowledges that as at the Day of Sale the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
 - (a) The Vendor shall at its own cost and expense procure registration of the Plan of Subdivision.
 - (b) If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of those eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
 - (c) The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
 - (d) The Purchaser undertakes not to lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

SURFACE WORKS (IF APPLICABLE)

4. The vendor may at any time after the day of sale carry out surface works that are:
 - (a). Required by a relevant authority;
 - (b). Required to complete the building works in accordance with the plans and specifications; or
 - (c). Desirable to enhance the appearance of the land but which are generally in keeping with the plans and specifications.
 - (d). The purchaser specifically acknowledges and agrees that the plans and specifications for the development of the land will result in a change to the natural surface level of the land by the construction of the building (including any basement) as set out in the plan of subdivision and the natural surface level plan/s attached to the vendor statement.
 - (e). The purchaser must not make any requisition, objection or claim or take any action against the vendor as a result of any altercation or modification of the quality or condition of the land as a result of surface works done in accordance with special conditions 4.& 4. (d).

CONDITION OF PROPERTY

5. The purchaser/s acknowledges that as a result of the purchaser's own inspection and enquiries concerning the property, the purchaser is satisfied with the condition and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 5.1 The purchaser/s shall not be entitled to make any objection, requisition, claims or any compensation in respect to the state of repair and or condition of the property.
- 5.2 The purchaser/s acknowledges that any improvements on the property may be subject to or require compliance with the Victoria 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. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors' Title and the purchaser/s shall not make any requisition or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations including any requirement to fence, pool, spa or install smoke detectors, If the property includes a swimming pool (as defined by Building Regulations 1994) that requires the provision of suitable barriers pursuant to regulation 5.13 of the said Regulations, it is agreed that the purchaser shall pay the cost of complying with such Regulation and shall indemnify and keep indemnified the vendor against any such cost.

- 5.3 The property may be located in an area where it may be affected by Termites Infestation, it will therefore be in your interest to undertake your own investigations prior to the signing of a Contract.
- 5.4 The purchaser/s further acknowledges that the vendor has not, nor has anyone on the vendors behalf, made any representation or warranty as to fitness for any particular purpose or otherwise in respect to same and the purchaser/s expressly releases the vendor and/all its servants or agents from any claims or demands in respect thereto.
- 5.5 The Purchaser acknowledges and agrees that they have not relied on any marketing materials, displays, concept plans, or promotional content provided or made available prior to the Date of Sale. The Purchaser confirms that all decisions have been based solely on their own independent searches, enquiries, and due diligence.

DEFAULT INTEREST RATE

6. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 16 per centum (16%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract.

NOTICE

7. The Vendor gives notice to the purchaser and the purchaser acknowledges that in the event that the purchaser fails to complete the purchase of the property by the due date under this Contract, the vendor will suffer losses and expenses which the purchaser shall be required to pay in addition to special condition 8 herein (Default Interest Rate) on the balance of purchase money in accordance with the terms of this Contract: -
- (a) the costs of obtaining bridging finance to complete the vendor's purchase or another property and interest charged on such bridging finance
 - (b) interest payable by the Vendor under any existing mortgage or loan over the property sold calculated from the due date for settlement
 - (c) accommodation, removal and other expenses necessarily incurred by the Vendor
 - (d) legal costs and expenses as between conveyancer and client
 - (e) penalties payable by the vendor through any delay in completion of the Vendor's purchase of another property

WARRANTIES AND EXCLUSIONS

8. It is hereby agreed that there are no conditions, warranties or other terms affecting this contract other than those embodied herein and the purchaser shall not be entitled to rely upon any representations made by the Vendor of the Vendor's agents except such as are made written conditions of this contract.

NOTICES AND ORDERS

9. The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

NOMINATION

10. If the contract states that the property is sold to a named purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that: -
- (a) If the Purchaser nominates a substitute or additional purchaser, the Purchaser and/or nominated purchaser must pay to the Vendor's conveyancer **\$350.00 (inclusive of GST)** as reimbursement for the Vendor's reasonable conveyancing costs incurred solely as a consequence of the nomination, including preparing or amending any transfer, settlement or other related documents.
 - (b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
 - (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

GUARANTEE

11. If the Purchaser shall be or include a company the company will forthwith after the execution of this contract, procure the execution by all its Directors on the part of the contract to be held by the Vendor the Guarantee annexed to this Contract. If there shall be more than one purchaser under this contract the word "Purchasers" shall be substituted for the word "Purchaser" wherever appearing in the said Guarantee prior to the execution hereof.

GST SPECIAL CONDITION

12. If applicable the purchaser shall **withhold** any tax or impost in the nature of a consumption or goods and services tax which may be imposed by the Government on the price or any part thereof. The failure of the purchaser to pay any such tax or impost upon demand shall be a breach of the Contract. This condition shall not merge with settlement and the amount shall be recoverable by the Vendor as a liquidated amount.
- 12.1 It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to any one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

BREACH

13. If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -
- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
 - (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.
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

SERVICES

14. The purchaser acknowledges that he/she it is responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any services he may require. Unless the purchaser contacts the supply, authorities and takes over any existing service, a final reading will be obtained and all services will be disconnected at settlement. The purchaser acknowledges that it will be his responsibility to pay all costs and incidental to connection or reconnection of all the services he may require.

RESTRICTIONS

15. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

EXTENDED SETTLEMENT AND FAILURE TO SETTLE AT APPOINTED DATE

16. In the event that the Purchaser, his solicitor or his mortgagee are unable to settle on the due date and requires settlement to be extended or delayed to a later date, the Purchaser must provide to the Vendor's legal representative a formal written request to extend settlement.
- 16.1 The Purchaser acknowledges that the changing of the settlement date in the PEXA workspace without first providing a written extension request will result in penalties being charged and will be payable regardless of the Vendor's acceptance to extend the settlement date.
- 16.2 Further, the Purchaser shall pay to the Vendor's Conveyancer the sum of \$250.00 (plus any proper costs charged by the Mortgagee and settlement agent where applicable) occasioned by the failure to settle at the appointed date where such failure is caused by the purchaser, his solicitor or mortgagee and where settlement has to be rescheduled and takes place at a different date than that appointed. These costs shall be payable to the Vendor's Conveyancer by way of an additional "Purchaser Destination Line" in the Electronic Settlement workspace at the time of settlement. These costs shall be payable even though the purchaser shall not be deemed to be in default under this Contract.
- 16.3 Should the matter be required to settle in "paper" rather than through the Electronic Lodgement Network Operators ("ELNO") the Purchaser shall pay to the Vendor's Conveyancer the sum of \$250.00 (plus any proper costs charged by the Mortgagee and settlement agent where applicable) occasioned by the failure to settle at the appointed time where such failure is caused by the purchaser, his solicitor or mortgagee and where settlement has to be rescheduled and takes place at a different time than that appointed. These costs shall be payable even though the purchaser shall not be deemed to be in default under this Contract.

ADJUSTMENTS

17. The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time the purchaser or their representative makes submission on the adjustments to the Vendors representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of such adjustments must be by way of copies of certificates purchased by the purchaser's representative. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.
- 17.1 The purchaser's representatives must provide the statement of adjustments to the vendors representatives no less than seven (7) days before the settlement date, should the adjustments and certificates not be received by this date purchaser will be liable to pay a late adjustment fee of \$150.00.

DOMESTIC BUILDING CONTRACTS Act 1995

18. The purchaser admits that this Contract is not a Major Domestic Building Contract within the meaning of the *Domestic Building Contracts Act 1995*.
- 18.1 The contract is conditional upon the completion of the construction works and the purchaser is not required to settle before the construction works are completed.

DEPOSIT

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

PURCHASER BUYS SUBJECT TO CONDITION OF WALLS

20. If on or before the Day of Sale, the Vendor has affixed, applied or installed any Implements on the walls of the building or the Property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such Implements or to restore or reinstate the walls and the Purchaser purchases the Property subject to the condition of the walls as at the Day of Sale. The Purchaser must not make any Claim or exercise any Waived Rights in relation to any matters contemplated by this special condition.

SUBJECT TO BUILDING & PEST INSPECTION

21. Despite anything to the contrary in the General Conditions of this Contract of Sale, including General Conditions 21 and 22, this Special Condition overrides those conditions to the extent of any inconsistency.
- The Purchaser may end this Contract within 14 days of the Day of Sale if:
- (a) a written building inspection report prepared by a registered building practitioner or architect identifies a major structural defect in the Property; and/or
 - (b) a written pest inspection report identifies a major pest infestation affecting the Property.
- The Purchaser must give the Vendor or the Vendor's Conveyancer:
- (c) a copy of the relevant report; and
 - (d) written notice ending the Contract within the time specified above.
- For the avoidance of doubt, major and minor defects, maintenance items, general wear and tear, cosmetic issues, or minor pest activity do not entitle the Purchaser to end this Contract under this Special Condition.
- If this Contract is ended in accordance with this Special Condition, all deposit monies must be immediately refunded to the Purchaser in full.

SUBJECT TO FINANCE

22. Despite the General Conditions of this Contract of Sale, this Special Condition prevails to the extent of any inconsistency.
- The Purchaser shall not be entitled to terminate this Contract under this condition unless written notice of termination is accompanied by a formal written decline letter issued by a bank or recognised financial institution confirming the Purchaser's finance application has been declined.

CERTAIN GENERAL CONDITIONS NOT APPLICABLE

23. General Condition 31.4, 31.5 and 31.6 does not apply to this contract of sale.

SPECIAL CONDITION, CHRISTMAS & NEW YEAR HOLIDAY PERIOD

24. If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 16 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 16 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

RESERVATIONS

25. The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- 25.1 The Vendor makes no representations that the services referred to in the Vendors Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representations that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection, re-connection and/or transfer.

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 purchase’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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notice;
 - (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 interest 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (CTH), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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 –
 - (c) 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. BUILDING 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.
- a.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 is sold 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 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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. Special 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 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 transaction's 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 special 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 vendors 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.
- 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default

Guarantee & Indemnity

- TO: The within named and described Vendor (hereinafter called "the Vendor")
- IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called the Guarantor) agreed to sell the land described in the within Contract of Sale to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-
- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding: -
- (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
- (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
- (c) That the Vendor had or ought to have had knowledge of any matters referred to in subparagraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals thisday of 20

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:

VENDOR:

Subashini Sinnan

VENDOR'S STATEMENT

PROPERTY:

Unit 9, 6 Maize Place, Mernda 3754

ROXBURGH PARK CONVEYANCING

**Level 2, Office 3, 1070 Mt Alexander Road
Essendon Vic 3040
Telephone: 9337 3130 or 0400 836 614**

Vendor Statement

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

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

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

Land	Unit 9, 6 Maize Place, Mernda 3754	
Vendor's name	Subashini Sinnan	27 / 06 / 2026
Vendor's signature	Subashini Sinnan	
Vendor's name		Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total Should not exceed:

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 Contract

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

Not Applicable.

1.5 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?** Yes ☐ No ☒

(b) if yes to 1.5(a) please provide:

- the AVPCC* most recently allocated to the land; AND (please refer to the attached Council notice)
- 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**.

1.6 Sale Subject to Mortgage

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

Not Applicable.

2 INSURANCE

2.6 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.

2.7 Owner Builder

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

Not Applicable.

3 LAND USE

3.6 Easements, Covenants or Other Similar Restrictions

- A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of title documents.
- Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

c. Road Access

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

☐

d. Designated Bushfire Prone Area

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

☐

e. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.6 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

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

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

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")

Refer to the Planning Scheme if applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

9.2 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 SUBDIVISIONS

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

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

10.3 Further Plan of Subdivision

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

11 DISCLOSURE OF ENERGY 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, is 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)

--

Vendor GST Withholding Notice

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

To:

From: **Subashini Padmasekaran (formerly known as Subashini Sinnan)**

Property Address: **Unit 9, 6 Maize Place, Mernda 3754**

Title Particulars: **Volume 11356 Folio 373**

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11356 FOLIO 373

Security no : 124135418266L
Produced 10/06/2026 01:10 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 647720F.
PARENT TITLE Volume 11193 Folio 037
Created by instrument PS647720F 31/05/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SUBASHINI SINNAN of 9/6 MAIZE PLACE MERNDA VIC 3754
AQ310800C 04/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE BA199758R 11/03/2026
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS647720F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA199757T (E)	DISCHARGE OF MORTGAGE	Registered	11/03/2026
BA199758R (E)	MORTGAGE	Registered	11/03/2026

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

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

Street Address: UNIT 9 6 MAIZE PLACE MERNDA VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 11/03/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS647720F

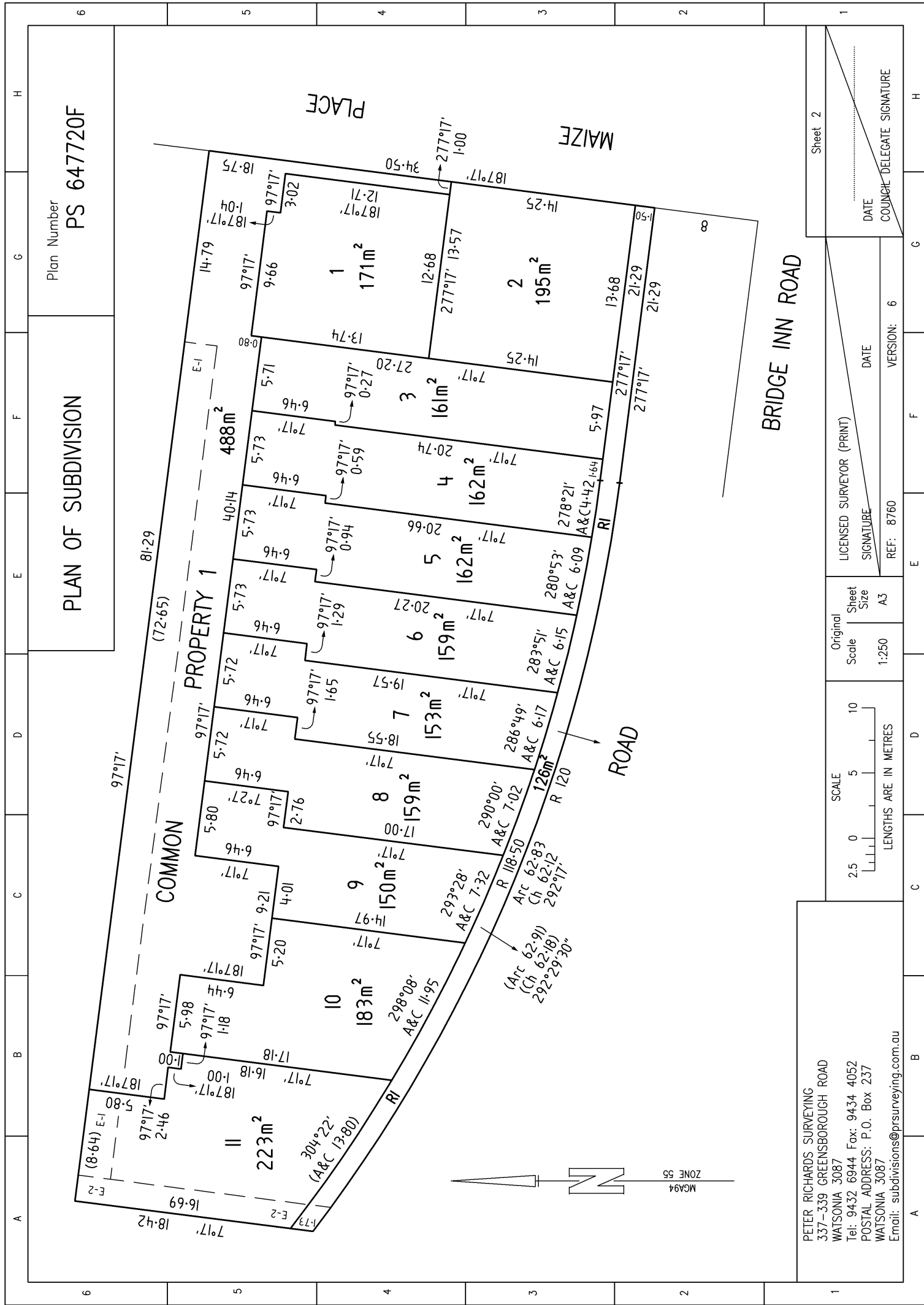
DOCUMENT END

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Signed by Council: Whittlesea City Council, Council Ref: 607626, Original Certification: 05/04/2012, S.O.C.: 05/04/2012

PLAN OF SUBDIVISION			Stage No. —	LRS USE ONLY EDITION 1	Plan Number PS 647720F
LOCATION OF LAND Parish : YAN YEAN Township : MERNDA Section : 3 Crown Allotment : 2 (PART) Crown Portion : ---- Title References : Vol 11193 Fol 037 Last Plan Reference : LOT B ON PS 631281U Postal Address : 4A MAIZE PLACE (at time of subdivision) MERNDA 3754 MGA Co-ordinates (of approximate centre of plan) E 331380 Zone 55 N 5836900			COUNCIL CERTIFICATION AND ENDORSEMENT Council Name: CITY OF WHITTLESEA Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>Open Space</u> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES					
Identifier	Council / Body / Person				
Roads R1	CITY OF WHITTLESEA				
NOTATIONS					
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. See Owners Corporation search report(s) for detail			THIS IS A SPEAR PLAN DEPTH LIMITATION : DOES NOT APPLY STAGING : This is/is not a staged subdivision Planning Permit no. SURVEY : This plan is/is not based on survey To be completed where applicable This survey has been connected to permanent marks no(s). _____ In Proclaimed Survey Area no. _____		
EASEMENT INFORMATION					LRS USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ Date 25 / 5 / 2012
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	
E-1	DRAINAGE	2.50	PS 630162J	WHITTLESEA CITY COUNCIL	LRS USE ONLY PLAN REGISTERED TIME 12.49pm DATE 31 / 5 / 2012 Mario Riggio Assistant Registrar of Titles
E-1	SEWERAGE	2.50	PS 630162J	YARRA VALLEY WATER LTD.	
E-2	SEWERAGE	2.00	PS 603644S	YARRA VALLEY WATER LTD.	
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 Email: subdivisions@prsurveying.com.au			LICENSED SURVEYOR (PRINT) WILLIAM K. PATTISON SIGNATURE DIGITALLY SIGNED DATE REF: 8760 VERSION: 6		DATE COUNCIL DELEGATE SIGNATURE Original sheet size A3

Signed by: William Kevin Pattison (Peter Richards Surveying) Surveyor's Plan Version (V6) SPEAR Ref S013112B 31/05/2012, Amended: 31/05/2012.



**Plan of Subdivision PS647720F
Certification & Statement of
Compliance (Form 6)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S013112B

Plan Number: PS647720F

Council Name: Whittlesea City Council

Council Reference Number 1: 607626

Surveyor's Plan Version: V6

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 Council Delegate: Annelise Hughes

Organisation: Whittlesea City Council

Date: 05/04/2012



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 10/06/2026 01:10:31 PM

OWNERS CORPORATION 1
PLAN NO. PS647720F

The land in PS647720F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 11.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AL272029M 05/08/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC014560G 31/05/2012

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
Lot 5	10	10
Lot 6	10	10



Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/06/2026 01:10:31 PM

OWNERS CORPORATION 1
PLAN NO. PS647720F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Total	110.00	110.00

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

Statement End.

Owners Corporation 647720

6 Maize Place MERNDA VIC 3754

Owners Corporation Certificate

Date Of Issue: Friday, June 5, 2026

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. 647720

Lot Address:	6 Maize Place MERNDA VIC 3754
Vendor Name:	Subashini Padmasekaran
Reference:	
Certificate Prepared For:	Subashini Sinnan
Contact e-Mail:	subarosh@hotmail.com
Contact Number:	0423632232
Next AGM Date:	9/3/2027 (Tentative. Confirmed date is advised in formal notice of meeting documents)

This certificate is issued for Lot 10 / Unit 9 on Plan No. 647720

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

IMPORTANT: The information in this certificate is issued on 05 June 2026. You should obtain a new certificate for current information prior to settlement.

- 1. Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- 2. 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.

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

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	Ensure Group
Last Valuation Date:	03 April 2024
Amount At Last Valuation Date:	\$6,570,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006095242
Premium:	\$13,599.06
Policy Expiry Date:	01 November 2026

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: CHU Residential Strata Insurance Plan

Insured: OC No. 647720

Situation: 6 Maize Place MERNDA VIC 3754
Policy Period: 01/11/2025 - 01/11/2026 at 4.00pm
Covering:

Policies Selected		Sum Insured
POLICY 1	INSURED PROPERTY	
	Building:	\$6,570,000.00
	Common Area Contents:	\$65,700.00
	Loss of Rent & Temporary Accommodation (total payable):	\$985,500.00
	Lot Owners' Fixtures and Improvements (per lot):	\$250,000.00
	Optional Extensions:	
	Catastrophe Insurance Sum Insured	\$0.00
	Extended Cover - Loss of Rent & Temporary Accommodation:	Not Selected
	Escalation in Cost of Temporary Accommodation:	Not Selected
	Cost of Removal, Storage and Evacuation:	Not Selected
	Machinery Breakdown:	\$0.00
	Lot Owners' Contents inclusion (per lot):	Not Selected
POLICY 2	LIABILITY TO OTHERS	\$30,000,000.00
	VOLUNTARY WORKERS	
POLICY 3	Death:	\$300,000.00
	Total Disablement:	\$3,000.00 per week
POLICY 4	FIDELITY GUARANTEE	\$250,000.00
POLICY 5	OFFICE BEARER'S LEGAL LIABILITY	\$5,000,000.00
POLICY 6	Government Audit Costs and Legal Expenses	
	Government Audit Costs:	\$25,000.00
	Appeal expenses - common property health & safety breaches:	\$100,000.00
	Legal Defence Expenses	\$50,000.00

Flood Cover is Included.

EXCESSES

Section 1 - Insured Property Standard: \$2,000 Fire: \$5,000

Section 2 - Liability to Others Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Fire Excess

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

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Underwriting Agency: CHU Underwriting Agencies Pty Ltd
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000
ABN: 18 001 580 070 AFSL: 243 261

Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
ABN: 78 003 191 035 AFSL: 239 545

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

Tel: 03 9597 0357

Email: contacts@stratainsurance.net

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:	05 June 2026
Admin Bank Balance:	\$27,329.83
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$27,329.83

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:

Current or Possible Legal Proceeding / Notice / Order

The Owners Corporation is currently pursuing lot 4 for arrears owed to the Owners Corporation. If debt recovery costs are required a special levy may be required to be paid by owners.

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

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

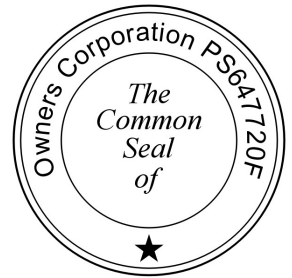
Not Applicable.

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 647720 by



Jiggs Candelario
Body Corporate Strata Group - BCSG
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: 04/06/2025 - 03/06/2027

Owners Corporation Number: 647720

Lot Number: Lot 10 (Unit 9)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/02/2027	889505406618	Standard Levy From 01/02/2027 To 31/01/2028	\$2,101.79	-	\$1,982.19	DR
Credit Transaction	10/03/2026	889505406649	Lot Credit Note : (Adjustment(A) Credit Note From 01/02/2026 To 31/01/2027)	-	\$119.60	(\$119.60)	CR
Paid	01/02/2026	858141606626	Standard Levy From 01/02/2026 To 31/01/2027	\$2,221.39	-	\$0.00	DR
Payment Receipt	19/01/2026	858141606626	Payment: Standard Levy From 01/02/2026 To 31/01/2027	-	\$2,221.39	(\$2,221.39)	CR
Opening Balance at (04/06/2025)				\$0.00	-	\$0.00	DR
Closing Balance at (03/06/2027)				\$1,982.19	-	\$1,982.19	DR

Standard Contributions Paid Until: (31/01/2027)

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

 ^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.	
 Pay by Credit Card or ^pre-registered bank account at https://www.deft.com.au/ Or by Credit Card via your StrataPort Lot Owner Resources Your DEFT Reference Number: 30307591554381	 Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 303075915 54381
 Pay via BPAY: Biller Code: 96503 Ref: 30307591554381	

Owners Corporation 647720

6 Maize Place MERNDA VIC 3754

MINUTES OF MEETING

Meeting Type: Annual General Meeting
Date / Time: Tuesday, March 10, 2026 11:00 AM
Location: Teleconference Number (03) 7020 6310 Jude Apostol [Pin 11545]

Minutes of the Annual General Meeting

Owners Corporation	647720
Property Address	6 Maize Place MERNDA VIC 3754
Meeting Date	Tuesday, March 10, 2026
Meeting Location	Teleconference Number (03) 7020 6310 Jude Apostol [Pin 11545]
Meeting Commenced	11:00 AM
Rep by	BCSG Strata Sapphire
Members Present	Saad Mahmood Malik & Amanda Amna Blackmore (2)
Proxies	Nil
Apologies	Nil
Non Attendance	JATINDER SINGH (1), SUCHART SAENBUT (3), Damian Leon Siebel * (4), Maize Place Pty Ltd (5), BRAD THOMSON * (6), AMEE KIRTIBHAI CHANDARANA * (7), ANTONIETTA TIBERII & SIMONA ORSINI (8), Ms. Antoinette Ciavarella * (9), Subashini Padmasekaran (10), Thuy Hong Mai Nguyen * (11)

* Indicates the Lot Owner was Not-financial.

1. Election Of A Chairperson For The Meeting

Jude Apostol is elected Chairperson for the Annual General Meeting.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 1
Total Units: 11
Attendance Percentage: 9.09 %

Attendance by UOL

Total Eligible Attendee UOL: 10
Total UOL: 110
Attendance Percentage: 9.09%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 12-Mar-2025

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the

minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

6. Financial Report

Building Financial Year End Date: 31-Jan-2026

Bank balance (Administration): \$19,373.75

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort Resources.

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	Strata Insurance
Last Insurance Valuation Supplier Name:	Ensure Group
Last Valuation Date:	03-Apr-2024
Last Valuation Amount:	\$6,570,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006095242
Premium:	\$13,599.06
Policy Expiry Date:	01-Nov-2026

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.oc.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to accept the current building

insured amount, inclusive of office bearers liability insurance, upon renewal.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$44.00 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

No resolution required for this agenda item.

9. Maintenance Plan

A tier 1 owners corporation or a tier 2 owners corporation must prepare and approve a maintenance plan for the property for which it is responsible. A tier 3, 4 or 5 owners corporation may prepare and approve a maintenance plan for the property. An Owners Corporation that has an approved maintenance plan must establish a maintenance fund in the name of the Owners Corporation.

The Members of the Owners Corporation resolved not to prepare a Maintenance Plan as the Owners Corporation is a Tier 3, 4 or 5 Owners Corporation and is not required to prepare a report as per Section 36 (2) of the Owners Corporations Act 2006.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

11. BHS Requirements

13-Apr-2021

Last BHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an BHS inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an BHS inspection and assessment is not to be undertaken this year.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

12. Essential Safety Measures

Last ESM Report Date: N/A

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total
Caretaking	CARETAKING-A	\$1,950.00
Common Water	WATER-A	\$161.00
Disbursement Fee	DSBRSMNT-A	\$935.00
Insurance Premium	INS-PREMIUM-A	\$15,638.92
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$650.00
Maintenance	MAINTENANCE-A	\$500.00
Management Fees	MNGMNT-FEES-A	\$2,745.78
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$99.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$440.00
Total Admin Fund		\$23,119.70

Maintenance Fund

Expense Account Name	GL Code	Proposed Total
Nil Maintenance Fund items		
Total Maintenance Fund		\$0.00
Total Budget		\$23,119.70

The Members of the Owners Corporation resolved by ordinary resolution to approve the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 110

Fee Frequency: Annual

Fee Year Start Date: 01-Feb-2026

Instalment Number	Date
1	01-Feb-2026

Lot No	Owners	Proposed (Annual)	Amended (Annual)
1	JATINDER SINGH (UOL: 10)	\$2,101.79	\$2,101.79
2	Saad Mahmood Malik & Amanda Amna Blackmore (UOL: 10)	\$2,101.79	\$2,101.79
3	SUCHART SAENBUT (UOL: 10)	\$2,101.79	\$2,101.79
4	Damian Leon Siebel (UOL: 10)	\$2,101.79	\$2,101.79
5	Maize Place Pty Ltd (UOL: 10)	\$2,101.79	\$2,101.79
6	BRAD THOMSON (UOL: 10)	\$2,101.79	\$2,101.79
7	AMEE KIRTIBHAI CHANDARANA (UOL: 10)	\$2,101.79	\$2,101.79
8	ANTONIETTA TIBERII & SIMONA ORSINI (UOL: 10)	\$2,101.79	\$2,101.79
9	Ms. Antoinette Ciavarella (UOL: 10)	\$2,101.79	\$2,101.79
10	Subashini Padmasekaran (UOL: 10)	\$2,101.79	\$2,101.79
11	Thuy Hong Mai Nguyen (UOL: 10)	\$2,101.79	\$2,101.79
Grand Total:		\$23,119.70	\$23,119.70

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	JATINDER SINGH	--
2	Saad Mahmood Malik & Amanda Amna Blackmore	Incoming Chairperson
3	SUCHART SAENBUT	--
4	Damian Leon Siebel (Non Financial)	--
5	Maize Place Pty Ltd	--
6	BRAD THOMSON (Non Financial)	--
7	AMEE KIRTIBHAI CHANDARANA (Non Financial)	--
8	ANTONIETTA TIBERII & SIMONA ORSINI	--
9	Ms. Antoinette Ciavarella (Non Financial)	--
10	Subashini Padmasekaran	--
11	Thuy Hong Mai Nguyen (Non Financial)	--

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 - Committees.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Saad Mahmood Malik & Amanda Amna Blackmore (Lot 2)

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

19. Designation Of Public Officer

Proposed Public Officer: David Leece

Proposed Additional Authorised ATO Contact: Tara Shipperlee

The Members of the Owners Corporation resolved by ordinary resolution to appoint the proposed officers of the Manager to be Public Officer and Additional Authorised ATO Contact with the Australian Taxation Office.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983.

The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

21. Arrears

The members of the Owners Corporation resolved, by ordinary resolution, that in accordance with sections 23 and/ or 24 (2B) of the Owners Corporations Act 2006 (Vic), the Manager is authorised to charge administration fees for the recovery actions relating to overdue contributions, including reminder notices and arrears management as follows:

- For contributions overdue by **thirty (30) days**, an administrative recovery fee of \$70.
- For contributions overdue by **sixty (60) days**, an administrative recovery fee of \$150.

Pursuant to the Managers Contract of Appointment these charges will be, at the first instance, invoiced directly to the Owners Corporation.

It is further resolved that the Owners Corporation may recover as a debt any reasonable costs in recovering overdue contributions including debt collection charges and administrative recovery fees as set out herein above, from the lot owner whose contributions are in arrears. The administrative fees referred to herein will be placed on the indebted lot owner's ledger and levied accordingly.

The Owners Corporation resolves to authorise the Owners Corporation Manager to recover any outstanding fees, levies, administrative recovery fees and other charges and expenses incurred by a lot owner of the Owners Corporation, including commencing proceedings in any court of competent jurisdiction, including but not limited to the Victorian Civil and Administrative Tribunal or the Magistrates' Court and/ or seeking the bankruptcy of a lot owner or the winding up of a company in the Federal Court or other relevant Court in default of Court orders.

Pursuant to Section 9 of the Owners Corporation Act 2006 (Vic), the Owners Corporation resolves to confer upon the Manager the power to appoint a lawyer to act on behalf of the Owners Corporation in relation to any debt recovery action taken. All such costs shall be due and payable as a debt due by the lot owner in default of the Owners Corporation. In pursuant to Part 3, Financial Management, Sections 28, 29, 30, 31 & 32 of the Owners Corporations Act 2006 (Vic).

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation.

The fees will be charged as per the resolved budget.

The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee or the Chairperson in the absence of an elected Committee in accordance with the Owners Corporation Act 2006 Section 11 (2), except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee / Chairperson are elected.

The Owners Corporation delegates to the Manager all powers and functions necessary to perform its duties under section 3.2 of the executed contract of appointment, including the authority to sign documents on its behalf pursuant to the Act, the Regulations and the Rules, except those requiring a unanimous or special resolution, or the use of the seal (except for sealing an Owners Corporation certificate). Under section 124 of the Act, the Manager may further delegate these duties to its employees.

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 09-Mar-2027

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: Jude Apostol [Pin 11545]

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 2, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Notes: The member present is happy to keep the same time and keep the AGM on a Tuesday for next year's AGM.

Meeting Closed: 10-Mar-2026 11:38 AM

In the event of any Owners Corporation common area trade maintenance after business hours, please contact Tymaline Building Services (TBS) on 0418 362 023.

Please do not call TBS unless it is a genuine common property TRADE emergency as every call will incur at least the minimum service charge as listed below.

Please note: If the OC deem that the matter of your call is not a common property emergency, the caller or lot owner will be charged a minimum service charge of \$60 + GST to triage your call or a minimum of \$480 + GST call out fee should trade personnel attend.

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.

Sch. 2 rule 1.5
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.

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.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006095242
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/11/2025 to 01/11/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 647720
Situation	4A MAIZE PLACE MERNDA VIC 3754

Sections

Section 1 – Insured Property

Building: \$6,570,000
Common Area Contents: \$65,700
Loss of Rent & Temporary Accommodation (total payable): \$985,500
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

27/10/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



S Padmasekaran
Unit 9
6 Maize Place
MERNDA VIC 3754

Assessment number: **0838714**



To receive your rates notice
via email, register at
✉ whittlesea.enotices.com.au
Reference No: **84B55624FZ**

Issue date: **05/08/2025**

Instalment 1

\$424.95

Due By 30/09/2025

* If full payment of the instalment 1
amount is not received by
30 September 2025, your account will
revert to the lump sum option shown
below. If this occurs you will not
receive instalment reminder notices.

Instalment 2 **\$423.00**

Due By 30/11/2025

Instalment 3 **\$423.00**

Due By 28/02/2026

Instalment 4 **\$423.00**

Due By 31/05/2026

If you would prefer to pay via smaller,
regular payments throughout the
year, scan the FlexiPay QR code in the
payments section below.

OR

Lump sum **\$1,693.95**

Due By 15/02/2026

Access free and discounted waste
disposal vouchers online



Visit ✉ whittlesea.vic.gov.au/wastevouchers
to download your vouchers or call ☎ **9217 2170**.

Property Details Unit 9 6 Maize Place MERNDA VIC 3754

LOT 10 PS 647720F

Owner: Padmasekaran, Subashini

Ward: Mernda

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$135,000	\$490,000	\$24,500
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 120.2 Single Strata Unit		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 490,000 x 0.00017300	\$84.77
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges

General rate 24,500 x 0.04728680	\$1,158.53
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$1,693.95

Payments received after 5 Aug 2025 may not be included on this notice

How to pay



whittlesea.vic.gov.au



Phone **1300 301 185**



Council Offices

See the back of this notice for
opening hours and locations

BPAY



Biller Code: 5157
Ref: 0838714

BPAY this payment via
internet or phone banking

FlexiPay

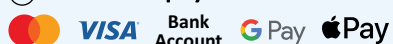


Set up your flexible
payment options.



Scan the QR code or visit

✉ whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 8387144

Pay in person at any post office:

☎ **131 816** or ✉ postbillpay.com.au

Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.



Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

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

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,158.53
Farm*	0.02837208	\$695.12

* Eligible ratepayers can apply for farm rate.
Please see Council's website for details on how to apply.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

📞 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

✉ Locked Bag 1, Bundoora MDC VIC 3083

@ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill

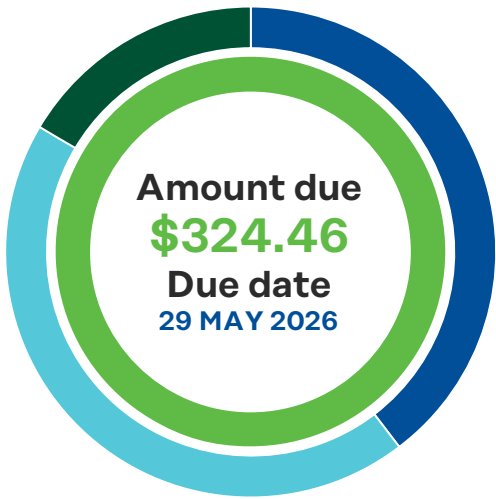


Emailed to: subashinipadma@hotmail.com
MISS S PADMASEKARAN
UNIT 9/6 MAIZE PL
MERNDA VIC 3754

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	34 2905 9718
Invoice number	3422 3597 45972
Issue date	8 May 2026
Property address	UNIT 9, 6 MAIZE PL MERNDA
Property reference	5037515, LOT 10
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

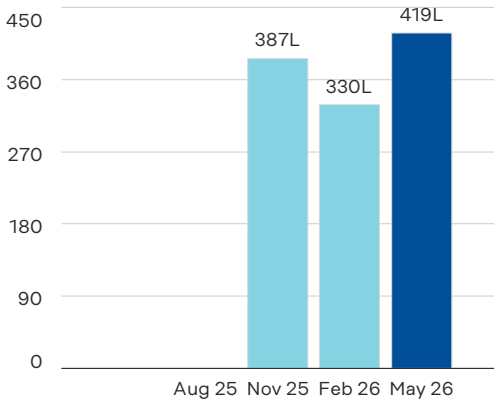
Previous bill	\$308.00
Payment received thank you	-\$308.00
Balance carried forward	\$0.00
This bill	
Usage charges	\$128.61
Service charges	
Water supply system	\$21.04
Sewerage system	\$121.26
Other authority charges	
Waterways and drainage	\$31.16
Parks	\$22.39
Total this bill (GST does not apply)	\$324.46
Total balance	\$324.46



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

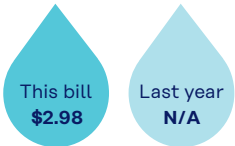
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

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



How to pay



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



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: Yarra Valley Water
BSB: 033-885
Account number: 342903730



BPAY®
Bill code: 344366
Ref: 342 9059 7188



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



Post Billpay®
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 3422 3597 45972



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



*3042 342235974597 2

MISS S PADMASEKARAN	
Account number	34 2905 9718
Invoice number	3422 3597 45972
Total due	\$324.46
Due date	29 May 2026
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF210410	1,952kL -	1,916kL =	36kL
From 11 Feb 2026 - 8 May 2026			(86 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	36.000kL x	\$3.5724 =	\$128.61
Total	36.000kL		\$128.61
Total usage charges			\$128.61

Your charges explained

- **Water and sewer usage charge**

11 February 2026 - 8 May 2026

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

1 April 2026 - 30 June 2026

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

1 April 2026 - 30 June 2026

A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**

Waterways and drainage charge

1 April 2026 - 30 June 2026

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

1 April 2026 - 30 June 2026

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

J169936

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.
Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

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

📅 Next meter reading:

Between 5-12 Aug 2026

Spotted a burst or leak?

- 📍 To report an issue visit yvw.com.au/reportfault
- 📱 Download and use the **Snap Send Solve** app
- 📞 Call our 24-7 emergency hotline on **13 27 62**
- 📍 View our live faults map at faults.yvw.com.au

Drop by drop
We can all do
our part

Smarter water use starts at home with everyday choices. Use a trigger nozzle on your hose when watering your garden.

🔍 MAKE EVERY DROP COUNT



From www.planning.vic.gov.au at 10 June 2026 01:00 PM

PROPERTY DETAILS

Address: **9/6 MAIZE PLACE MERNDA 3754**

Lot and Plan Number: **Lot 10 PS647720**

Standard Parcel Identifier (SPI): **10\PS647720**

Local Government Area (Council): **WHITTLESEA**

Council Property Number: **838714**

Planning Scheme: **Whittlesea**

Directory Reference: **Melway 390 F9**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **YAN YEAN**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

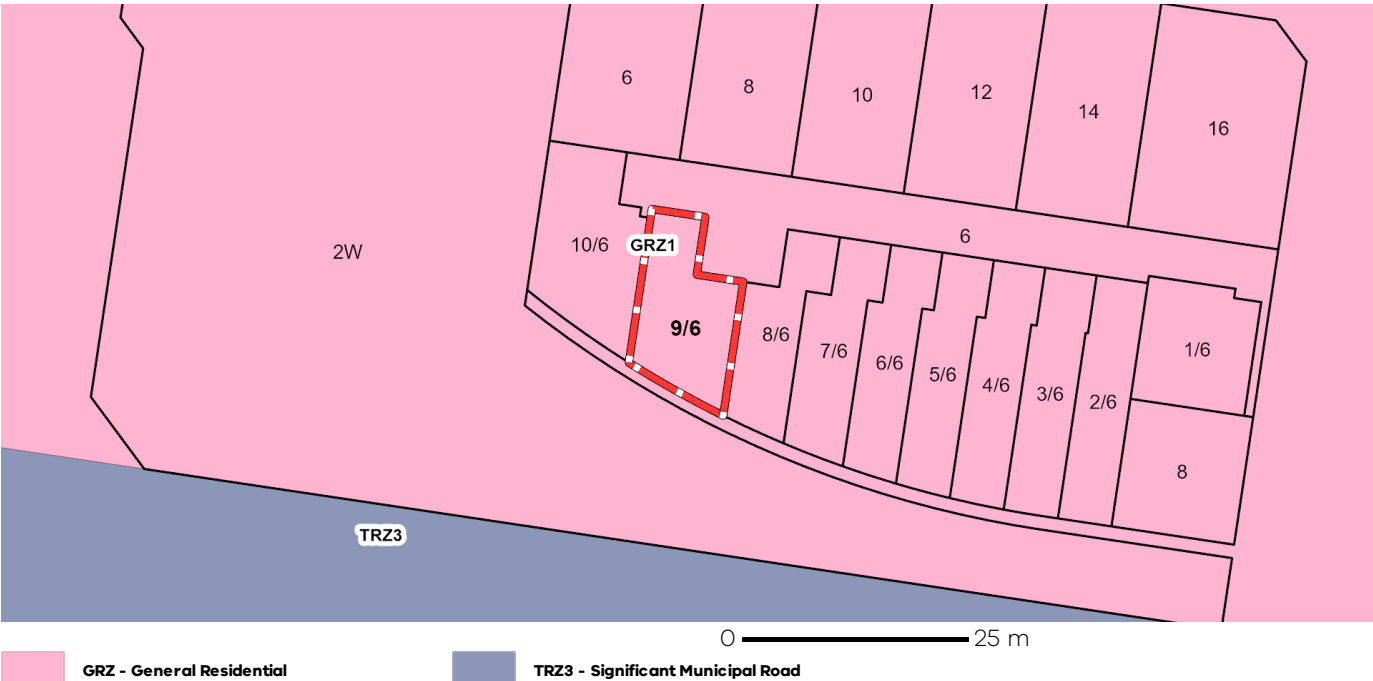
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7 \(DCPO7\)](#)

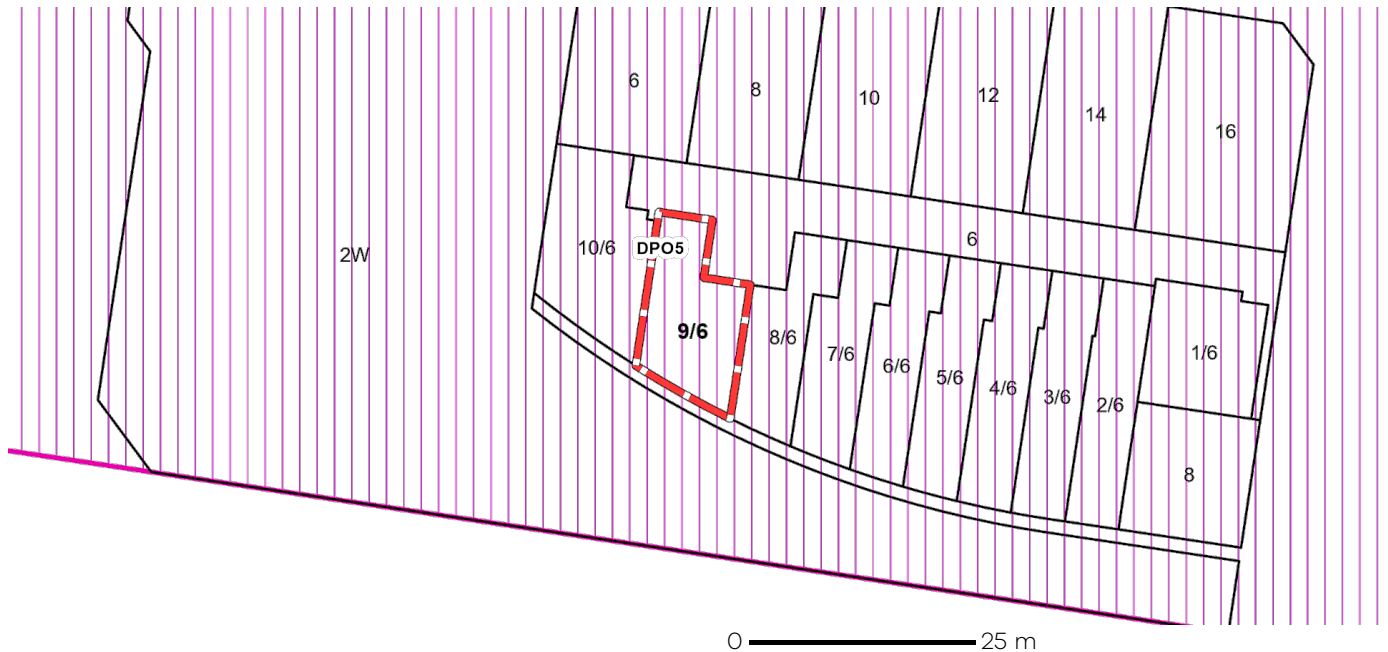


 **DCPO - Development Contributions Plan Overlay**

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



 **DPO - Development Plan Overlay**

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

Planning Overlays

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

[INCORPORATED PLAN OVERLAY - SCHEDULE 1 \(IPO1\)](#)



IPO - Incorporated Plan Overlay

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 28 May 2026.

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

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

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

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

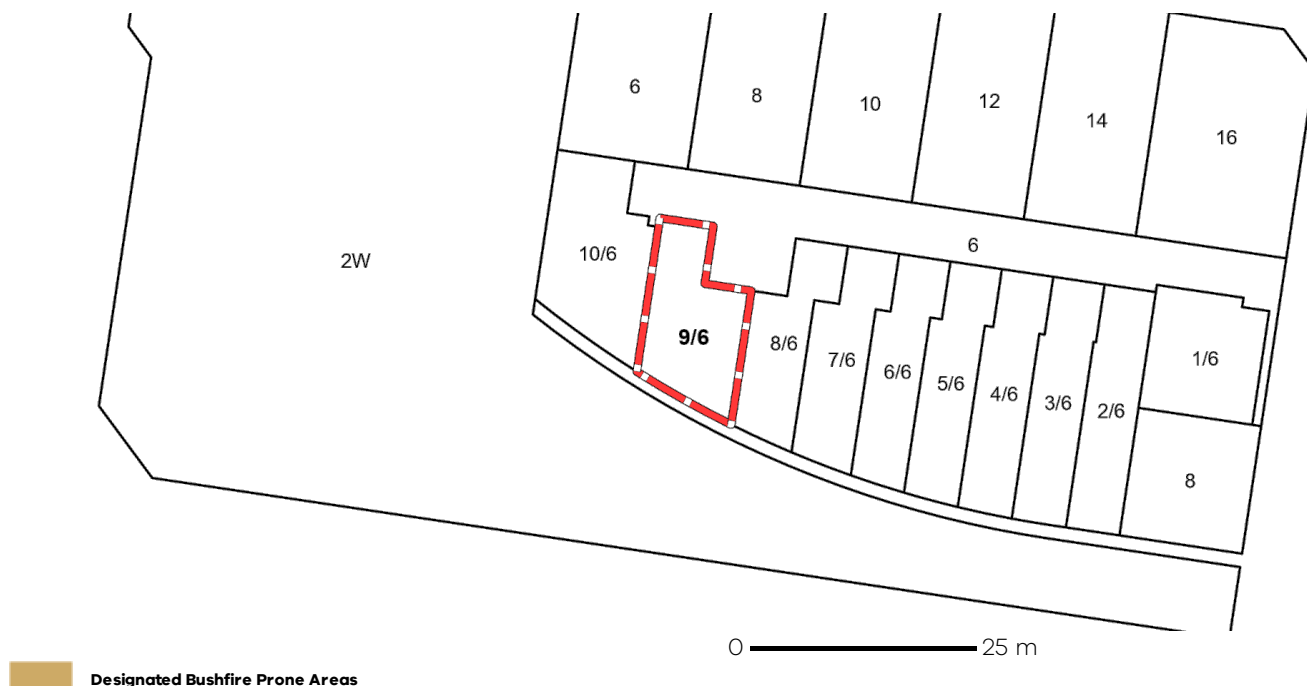
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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



MRS SUBASHINI SINNAN
C/- NAZ TALİ
1070 MT ALEXANDER RD
ESSENDON VIC 3040

Our reference: 7170880344666

Phone: 13 28 66

10 June 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SUBASHINI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411209602685
Vendor name	SUBASHINI SINNAN
Clearance Certificate Period	10 June 2026 to 10 June 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Ben Kelly

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

CERTIFICATE *of* SIGNATURE

REF. NUMBER

HQHHX-8LRRY-XNGTK-8FJCG

DOCUMENT COMPLETED BY ALL PARTIES ON

27 JUN 2026 03:49:17

UTC

SIGNER

SUBASHINI SINNAN

EMAIL

SUBASHINIPADMA@HOTMAIL.COM

TIMESTAMP

SENT

27 JUN 2026 02:31:34

VIEWED

27 JUN 2026 03:48:54

SIGNED

27 JUN 2026 03:49:17

SIGNATURE

Subashini Sinnan

IP ADDRESS

1.43.8.2

LOCATION

MELBOURNE, AUSTRALIA

RECIPIENT VERIFICATION

EMAIL VERIFIED

27 JUN 2026 03:48:54

