

VENDOR:

**Manda Capital Holdings Pty Ltd ACN 168 795 088
atf Unsworth Road Unit Trust**

CONTRACT OF SALE OF REAL ESTATE

PROPERTY:

Unit 3, 16 Unsworth Road, Ringwood North, VIC 3134

VENDOR'S SOLICITOR:

MEERKIN & APEL

56 Greville Street
PRAHRAN VIC 3181
DX 30101 PRAHRAN

Telephone: 9510 0366
Facsimile: 9510 0399
Reference: RKS:DH:210117
Doc Id: 857922

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Unit 3, 16 Unsworth Road, Ringwood North, VIC 3134

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / / 2021

Print name of person signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

SIGNED BY THE VENDOR on / / 2021

Manda Capital Holdings Pty Ltd ACN 168 795 088 atf Unsworth Road Unit Trust

Print name of person signing: Director

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

First National Real Estate- Zenith

114 Maroondah Highway

RINGWOOD VIC 3134

Tel: (03) 9870 1000 Mob: 0439 335 583 Ref: David Van Den Bovenkamp Email: davidv@zenithfn.com

VENDOR

Manda Capital Holdings Pty Ltd ACN 168 795 088 atf Unsworth Road Unit Trust (Mortgagee in Possession)

C/- Meerkin & Apel

56 Greville Street

PRAHRAN VIC 3181

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Meerkin & Apel

56 Greville Street

PRAHRAN VIC 3181

Tel: (03) 9510 0366 Fax: (03) 9510 0399 Ref: RKS:DH:210117 Email: rks@meerkinapel.com.au
dh@meerkinapel.com.au

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel:

Fax:

Ref:

Email:

LAND (general conditions 3 & 9)

The Land is:

Described in the table below

Certificate of Title Reference	Being Lot	On plan
12274/208	3	PS813874C

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

Unit 3, 16 Unsworth Road, Ringwood North, VIC 3134

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

All fixed floor coverings, light fittings and window furnishing as inspected.

PAYMENT (general condition 11)

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

GST (general condition 13)

The price includes GST (if any) unless the words “**plus GST**” appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

margin scheme

SETTLEMENT (general condition 10)

Is due on _____ day of _____ 2021

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

special conditions

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

MEERKIN & APEL
SPECIAL CONDITIONS

EC

1. Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked “EC”.

- 1.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 1.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3. 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.
- 1.4. The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 1.6. Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7. 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 1.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

1.9. The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

1.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

2. Nomination

2.1. General condition 18 is deleted and replaced by the following:

Nomination of nominee purchaser

The purchaser may, at least **10 Business Days** before the Settlement Date, nominate a substitute or additional purchaser, but the purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract.

Conditions of nomination

The purchaser is not entitled to exercise its rights to nominate a substitute or additional purchaser, without the consent of the vendor, unless the purchaser:

- (a) is not and has not been in default under this Contract;
- (b) delivers to the vendor a nomination form in a form satisfactory to the vendor;
- (c) if the nominee purchaser is or includes a corporation, delivers to the vendor a Guarantee and Indemnity executed by the directors of the corporation;
- (d) if applicable, delivers to the vendor a FIRB warranty signed by the purchaser and the nominee purchaser in the terms set out in Special Condition 12.1; and
- (e) pays to the vendor's solicitors at the time of nomination an amount of \$385.00 including GST being their costs for advising the vendor on compliance with this Special Condition 2.

3. Acceptance of title

General condition 12.4 is added as follows:

- 12.4 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.

4. Purchaser's Acknowledgment

The purchaser acknowledges that prior to signing the Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the purchaser, the purchaser had received a Statement signed by the vendor which complied with Section 32 of the *Sale of Land Act 1962*.

5. Purchaser's Inspection and Prior Representations, Warranties and Agreements

This Contract is the sole repository of the Agreement between the parties with respect to the sale of the land hereby sold and the purchaser acknowledges and declares that the Property has been purchased as a result of the purchaser's own inspection and enquiry and that the purchaser does not rely on any representation or warranty of any nature made by or on behalf of the vendor, its employees or agents other than Warranties in general condition 2.

6. Acknowledgement of State of Repairs

The purchaser acknowledges he has inspected the Property and all buildings and improvements thereon and any goods hereby sold and as a result of his own inspection and enquiries he purchases and accepts the property and all buildings and improvements and goods in their present state of repair, construction and condition. The purchaser shall make no requisition, objection or claim for compensation in respect of their state of repair, construction and condition or in respect of any failure to conform or comply with the provisions of any relevant Act or By-Law or Regulations AND the purchaser will not make any demand on the vendor nor that the vendor be obliged to carry out any repairs, painting or alteration to the property, buildings, improvements or goods.

7. No Claim for Damages or Compensation

The purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of –

- (a) The state of cleanliness of any improvement erected on the land herein sold; or
- (b) The vendor leaving on the land herein sold any improvement erected thereon any item or thing and the purchaser shall not be entitled to require the vendor to remove same.

8. Planning Restrictions

- 8.1. The land is sold subject to any restriction as to use under any act, order, regulation by-law or condition made by any authority empowered by any legislation to control use of land.
- 8.2. No such restriction shall constitute a defect in the vendor's title or affect the validity of this Contract and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect of compliance or non-compliance therewith.

9. Obligations Joint and Several

If there shall be more than one purchaser the agreements and obligations of the purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.

10. Default

- 10.1. General Condition 26 shall be read and construed as if the word two per cent (2%) were deleted and replaced by the words four per cent (4%).
- 10.2. The vendor gives notice to the purchaser that, if the purchaser fails to complete the purchase of the property on the due date under the Contract, the purchaser will be required to pay, in addition to interest payable on the balance of purchase money under the Contract, the following losses and expenses which the vendor may incur:
 - (a) The cost of obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance;

- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement;
- (c) Legal costs and expenses as between Solicitor and Vendor; and
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

11. Stamp Duty: Purchaser's Buying Unequal Interest

- 11.1. If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportion").
- 11.2. If the proportions recorded in the Transfer differ from those recorded in the Contract it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3. The purchasers fully indemnify the vendor and the vendor's agent and the vendor's Legal Practitioner against any claims or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

12. Foreign Investment Review Board:

- 12.1. If the purchaser is or may be obliged to obtain any consent permit or authority including approval under the *Foreign Acquisitions and Takeovers Act 1975* or the Commonwealth Government's Foreign Investment Policy or the consent of the Foreign Investment Review Board, the execution of this Contract shall be deemed a warranty by the purchaser that any necessary consents permits or authorities have been obtained.
- 12.2. If the warranty contained in 12.1 above is breached, the purchaser shall indemnify and keep indemnified the vendor against any loss or damage (including but not limited to consequential loss or damage) which the vendor may suffer as a result of the breach of this warranty.

13. Severability

If it is held by any court of competent jurisdiction that:

- (a) Any part of this Contract is void, voidable, illegal or otherwise unenforceable; or
- (b) This Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed from this Contract,

then that part will be severed from this Contract and will not affect the continued operation of the rest of this Contract.

14. Waiver

A waiver of any breach of this Contract or of any of the terms of this Contract is not effective unless that waiver is in writing and is signed by the party granting the waiver. A waiver of a breach does not operate as a waiver of any other breach.

15. General Conditions

- 15.1. General Condition 20 is deleted and replaced by:

"If the purchaser is or includes a Corporation, other than a Corporation listed on an Australian Stock Exchange, the purchaser will forthwith after execution of this Contract (if so required by the vendor) procure the execution by each of its Directors on the part of the Contract intended to be held by the vendor of the Guarantee annexed to this Contract."

15.2. General Conditions 24.4, 24.5 and 24.6 do not apply to this Contract of Sale and are deleted.

15.3. General Condition 28.4(a) is amended to read:

"An amount equal to 1/10th of the price is forfeited to the vendor as the vendor's absolute property whether or not such an amount has been paid or is payable as a deposit; and".

16. Foreign Resident Capital Gains Tax withholding

16.1. Words defined or used in Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (C'th)* have the same meaning in this special condition unless the context requires otherwise.

16.2. Every vendor under this contract is a foreign resident for the purposes of this special 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 (C'th)*. The specified period in the clearance certificate must include the actual date of settlement.

16.3. This special condition only applies 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 (C'th)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (C'th)*.

16.4. 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.

16.5. The purchaser must:

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

16.6. 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 special 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 special 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.

16.7. The representative is taken to have complied with the obligations in special condition 16.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 16.8. 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 (C'th)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 16.9. 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 (C'th)*. 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.
- 16.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

17. GST Withholding

- 17.1. In this special condition, section references are to Schedule 1 of the *Taxation Administration Act 1953 (C'th)* as amended by *Treasury Laws Amendment (2018 Measures No.1) Act 2018 (C'th)* and asterisked terms have the same meanings as when used in that schedule.
- 17.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 17.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
 - (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
 - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
 - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner. Except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 17.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 17.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 17.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 17.7. In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

18. Mortgagee's Sale

The Vendor sells as Mortgagee under Registered Mortgage No AR352328E ("the Mortgage") and in exercise of the power of sale confirmed by the Transfer of Land Act 1958 (Vic). The Vendor shall not be obliged at settlement to provide any discharge of the mortgage, or any other mortgage charge or encumbrance or any Withdrawal of Caveat

recorded in the Register subsequent to the Mortgage other than as are required to enable the Vendor to comply with its obligations pursuant to General Condition 10.1(b)(i).

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1** 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.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** 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 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(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.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5** 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.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 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 do 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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

22. 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.

23. Terms contract

- 23.1 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.
- 23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 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.
- 27.2 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 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 2021

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

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 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.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Manda Capital Holdings Pty Ltd ACN 168 795 088 atf Unsworth Road Unit Trust
Property:	Unit 3 16 Unsworth Road RINGWOOD NORTH VIC 3134

VENDORS REPRESENTATIVE

VENDOR'S SOLICITOR:

MEERKIN & APEL

56 Greville Street
PRAHRAN VIC 3181
DX 30101 PRAHRAN

Telephone: 9510 0366
Facsimile: 9510 0399
Reference: RKS:DH:210117
Doc Id: 857845

SECTION 32 STATEMENT
UNIT 3 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings and any interest payable on any part of them is contained in the attached certificate/s.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

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

(b) **BUSHFIRE**

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT
UNIT 3 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:	Maroondah Planning Scheme
Responsible Authority:	Maroondah City Council
Zoning:	General Residential Zone- Schedule 1
Planning Overlay/s:	See attached certificates

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is not –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed.

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected

SECTION 32 STATEMENT
UNIT 3 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

Telephone services

Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

Evidence of the Vendors right to sell. The Vendor sells as mortgagee in possession pursuant to Registered Mortgage AR352328E.

ATTACHMENTS

Attached to this Section 32 Statement please find:

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist

SECTION 32 STATEMENT
UNIT 3 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

DATE OF THIS STATEMENT

/ /2021

Name of the Vendor

Manda Capital Holdings Pty Ltd ACN 168 795 088 atf Unsworth Road Unit Trust

Signature/s of the Vendor

x 

Director

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /2021

Name of the Purchaser

Signature/s of the Purchaser

x

Our Ref: RKS:DH:200202

1 June 2020

To the Purchaser

Dear Sir/Madam

Vendor: Manda Capital Holdings Pty Ltd ACN 168 795 088 ATF Unsworth Road Unit Trust (Mortgagee in Possession)
Property: Sale of Lots 1-5, 16 Unsworth Road, Ringwood North VIC 3134

We advise that we act for Manda Capital Holdings Pty Ltd the mortgagee in the Registered Mortgage No AR352328E which is registered on the title to the Property.

We advise that Manda served a default notice on the mortgagor under section 76 of the Transfer of Land Act 1958 (Vic) (Act).

The default has not been rectified by the mortgagor within the time specified in the notice and Manda is now entitled to sell the property as mortgagee in possession pursuant to section 77(1) of the Act.

This letter is provided as evidence of the vendor's right to sell as required by section 32(c) of the Sale of Land Act 1962 (Vic).

Yours faithfully



ROD SAW

MEERKIN & APEL LAWYERS
56 GREVILLE STREET PRAHRAN
VICTORIA AUSTRALIA 3181
PO BOX 2207 PRAHRAN 3181
TELEPHONE 61 3 9510 0366
FACSIMILE 61 3 9510 0399
ma@meerkinapel.com.au
WWW.MEERKINAPEL.COM.AU

PARTNERS

ISAAC APEL
MICHAEL CZARNY
RODNEY SAW
MARVIN WEINBERG
EMANUEL TUMINO
GARY KATZ
HUGH MACLAREN
HOWARD CHAIT

Register Search Statement - Volume 12274 Folio 208

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

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

VOLUME 12274 FOLIO 208

Security no : 124088373597V
Produced 26/02/2021 04:02 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 813874C.
PARENT TITLE Volume 10514 Folio 007
Created by instrument PS813874C 23/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
UNSWORTH PTY LTD of 34 TERRIGAL CLOSE RINGWOOD NORTH VIC 3134
PS813874C 23/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR352328E 15/08/2018
MANDA CAPITAL HOLDINGS PTY LTD

MORTGAGE AS113000T 24/04/2019
KOA CAPITAL PTY LTD

CAVEAT AT607610C 16/09/2020

Caveator
BLAZENKA HRVOJEVIC, SIMON HRVOJEVIC
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
22/11/2016
Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
ABSOLUTELY
Lodged by
PCL LAWYERS
Notices to
MELISSA BARLAS of LEVEL 8 446 COLLINS STREET MELBOURNE VIC 3000

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 PS813874C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS813874C (B)		Registered	23/12/2020

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

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

Street Address: UNIT 3 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

ADMINISTRATIVE NOTICES

NIL

eCT Control 19614F MEERKIN & APEL
Effective from 23/12/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS813874C

DOCUMENT END

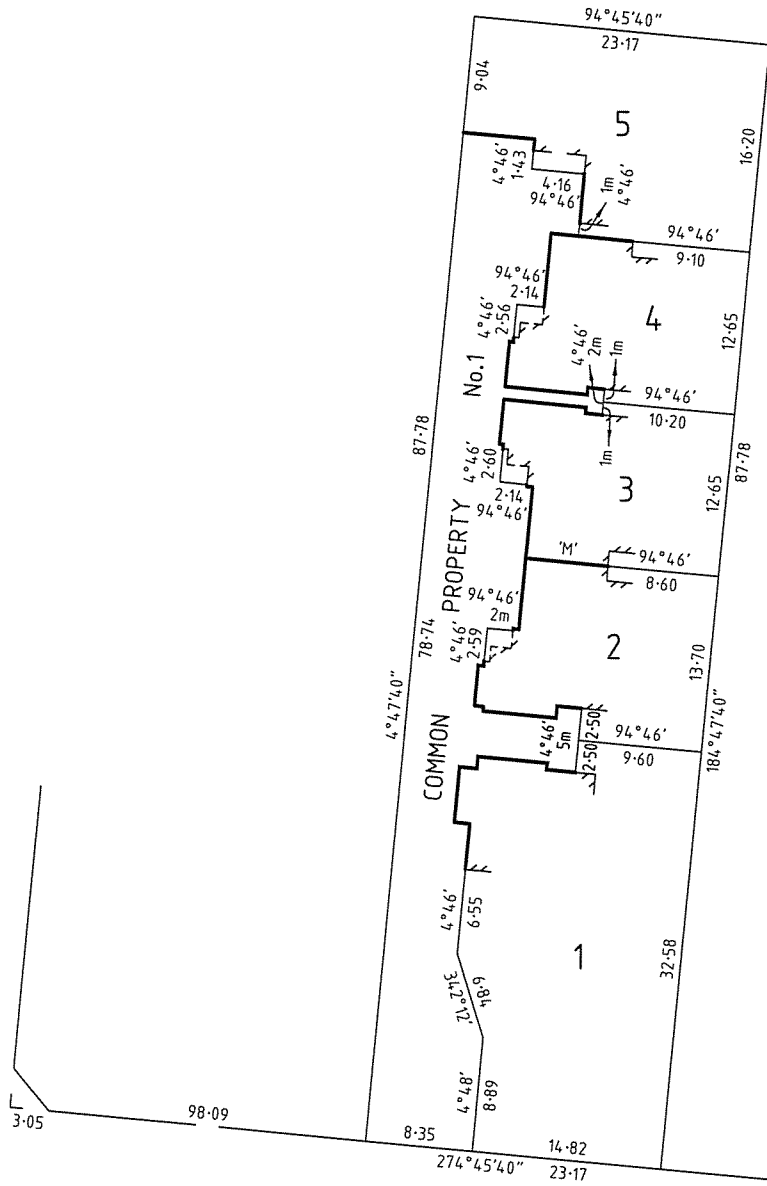
The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 26/02/2021, for Order Number 66757487. Your reference: RKS:DH:210117.

PLAN OF SUBDIVISION				EDITION 1		PS813874C	
LOCATION OF LAND PARISH: WARRANDYTE CROWN ALLOTMENT: 31B (PART) TITLE REFERENCE: VOL.10514 FOL.007 LAST PLAN REFERENCE: PS434583B LOT A POSTAL ADDRESS: 16 UNSWORTH ROAD (at time of subdivision) RINGWOOD NORTH, 3134 MGA CO-ORDINATES E: 344 390 ZONE: 55 (at approx centre of land N: 5814 940 GDA 94 in plan)				MAROONDAH CITY COUNCIL			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: Median: Boundaries marked 'M'. Exterior face: All other boundaries.			
NIL		NIL					
NOTATIONS				NOTE: THIS PRELIMINARY PLAN IS SUBJECT TO: 1: COUNCIL & STATUTORY AUTHORITY APPROVAL 2: CONSTRUCTION OF THE DEVELOPMENT SHOWN HEREON 3: SURVEY OF THE COMPLETED DEVELOPMENT LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information			
DEPTH LIMITATION DOES NOT APPLY							
SURVEY: This plan is based on survey STAGING This is not a staged subdivision Planning Permit No. M/2016/855 This survey has been connected to permanent marks No(s). 168 In Proclaimed Survey Area No. ---							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan.							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
Millar Merrigan		SURVEYOR'S REF: 15441S1		26/06/2017		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
Land Development Consultants Millar & Merrigan Pty Ltd ACN 005 541 668 Metro 2/126 Merindale Drive, Croydon 3136 Regional 156 Commercial Road, Morwell 3840 Mail PO Box 247 Croydon, Victoria 3136		LICENSED SURVEYOR G. J. LADNER This is not a digitally signed plan.		VERSION NO. 1			
M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001							

PS813874C



PAULS COURT



UNSWORTH

ROAD

Millar | Merrigan

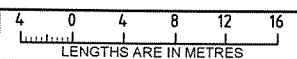
M(03) 8720 9500 R (03) 5134 8811
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
S4 GLOBAL Quality ISO 9001

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Monwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 15441S1 26/06/2017

LICENSED SURVEYOR
G. J. LADNER VERSION NO. 1
This is not a digitally signed plan.

SCALE
1:400



ORIGINAL SHEET
SIZE: A3

SHEET 2

OWNERS CORPORATION SCHEDULE

PS813874C

Owners Corporation No. 1	Plan No. PS813874C
--------------------------	--------------------

Owners Corporation No. 1	Plan No. PS813874C
--------------------------	--------------------

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.: 1

Land affected by Owners Corporation:	All of the lots in the table below
	Common Property No.: 1

Common Property No.: 1

Limitations of Owners Corporation:	Unlimited
------------------------------------	-----------

Limitations of Owners Corporation:	Unlimited
------------------------------------	-----------

Totals		
	Entitlement	Liability
This schedule	225	225
Balance of existing OC	0	0
Overall Total	225	225

Totals		
	Entitlement	Liability
This schedule	225	225
Balance of existing OC	0	0
Overall Total	225	225

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
1	25	25
2	50	50
3	50	50
4	50	50
5	50	50

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Surveyors file reference: 15441S1

SHEET 1 OF 1
ORIGINAL SHEET SIZE: A3

SHEET 1 OF 1
ORIGINAL SHEET SIZE: A3

Digitally signed by: Jamie Ollerenshaw, Licensed Surveyor,
Surveyor's Plan Version (3),
25/08/2020, SPEAR Ref: S107864V

Digitally signed by:
Maroondah City Council,
26/08/2020,
SPEAR Ref: S107864V



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 26/02/2021 04:04:31 PM

OWNERS CORPORATION 1
PLAN NO. PS813874C

The land in PS813874C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

OC050501U 23/12/2020

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:

OC050501U 23/12/2020

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	25	25
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50
Total	225.00	225.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/02/2021 04:04:31 PM

OWNERS CORPORATION 1
PLAN NO. PS813874C

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.

Planning Certificate



PROPERTY DETAILS

Property Address: 16 Unsworth Road RINGWOOD NORTH VIC 3134

Title Particulars: Vol 10514 Fol 007

Vendor: MANDA CAPITAL HOLDINGS PTY LTD ACN 168 795 088 ATF UNSWORTH ROAD UNIT TRUST (MORTGAGEE IN POSSESSION)

Purchaser: N/A

Certificate No: 62273830

Date: 15/05/2020

Matter Ref: 200202

Client: Meerkin & Apel



MUNICIPALITY

MAROONDAH



PLANNING SCHEME

MAROONDAH PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

MAROONDAH CITY COUNCIL



ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58



PLANNING ZONE MAP

MAP IMAGE NOT AVAILABLE FOR THIS PROPERTY

© SAI Global Pty Limited. All rights reserved. SAI Global and the SAI Global logo are the property of SAI Global Pty Limited.

Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

Roads Certificate



PROPERTY DETAILS

Property Address: 16 Unsworth Road RINGWOOD NORTH VIC 3134

Title Particulars: Vol 10514 Fol 007

Vendor: MANDA CAPITAL HOLDINGS PTY LTD ACN 168 795 088 ATF UNSWORTH ROAD UNIT TRUST (MORTGAGEE IN POSSESSION)

Purchaser: N/A

Certificate No: 62273830

Date: 15/05/2020

Matter Ref: 200202

Client: Meerkin & Apel



MUNICIPALITY

MAROONDAH



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

© SAI Global Pty Limited. All rights reserved. SAI Global and the SAI Global logo are the property of SAI Global Pty Limited.

Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 May 2020 11:22 AM

PROPERTY DETAILS

Address: **16 UNSWORTH ROAD RINGWOOD NORTH 3134**
Lot and Plan Number: **Lot A PS434583**
Standard Parcel Identifier (SPI): **A\PS434583**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **235974**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 49 H4**

www.maroondah.vic.gov.au

[Planning Scheme - Maroondah](#)

UTILITIES

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

[View location in VicPlan](#)

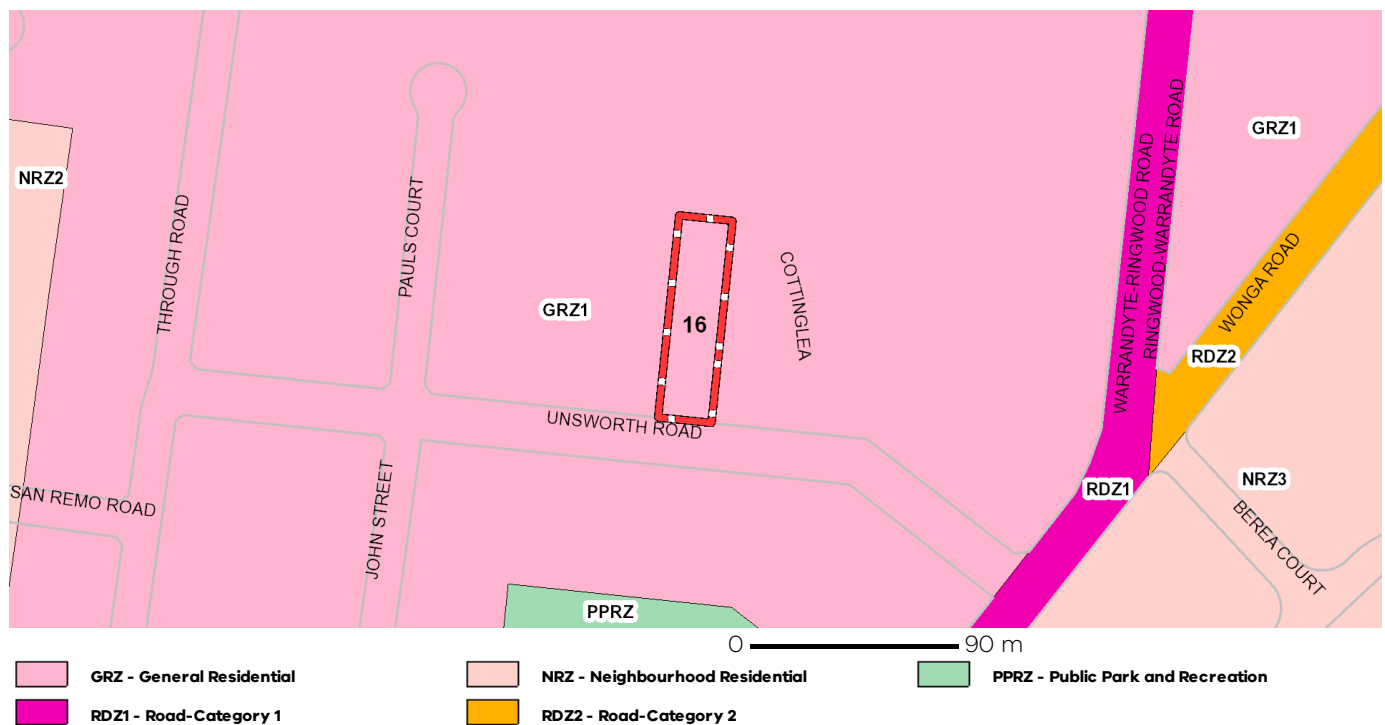
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **RINGWOOD**

Planning Zones

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

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

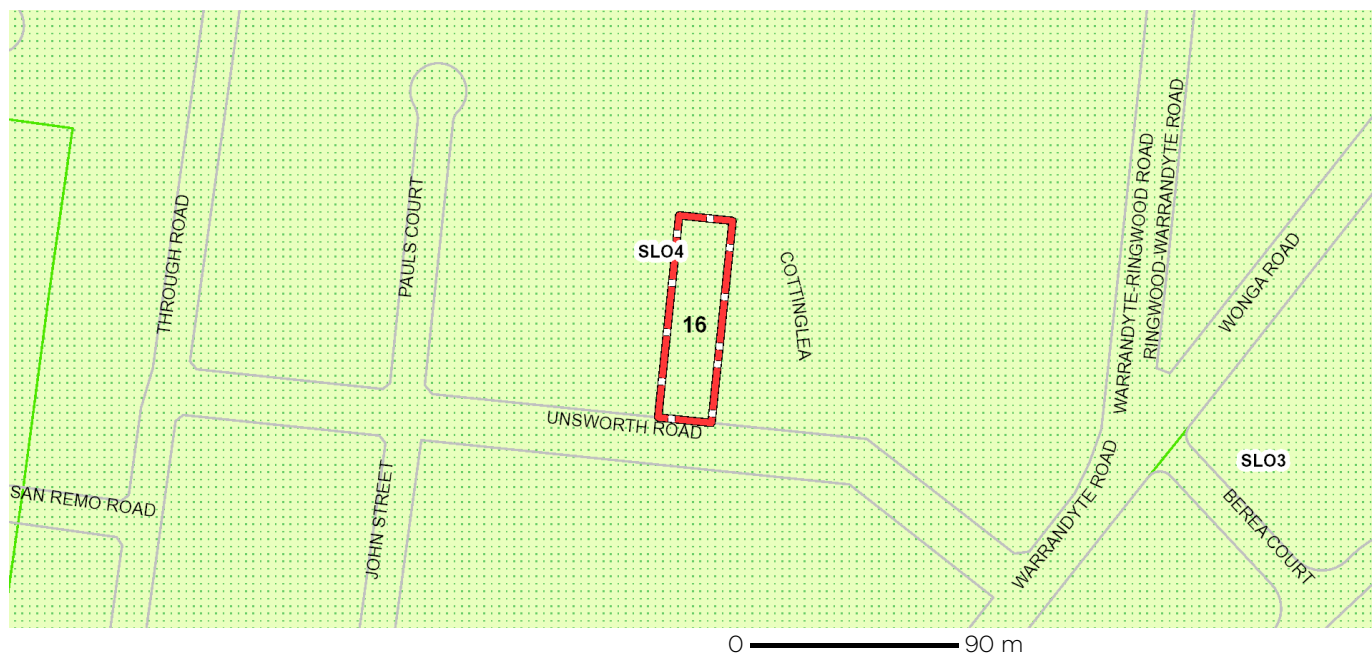


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



SLO - Significant Landscape

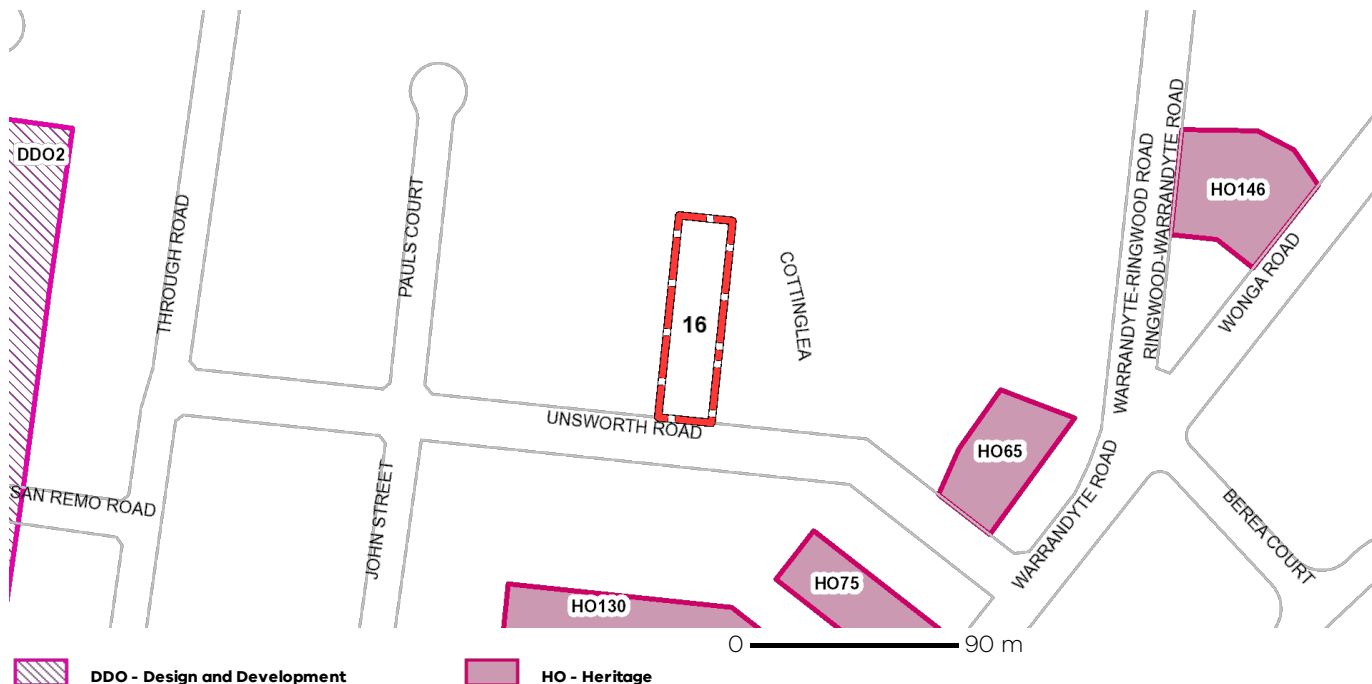
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)



DDO - Design and Development

HO - Heritage

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 13 May 2020.

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

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

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

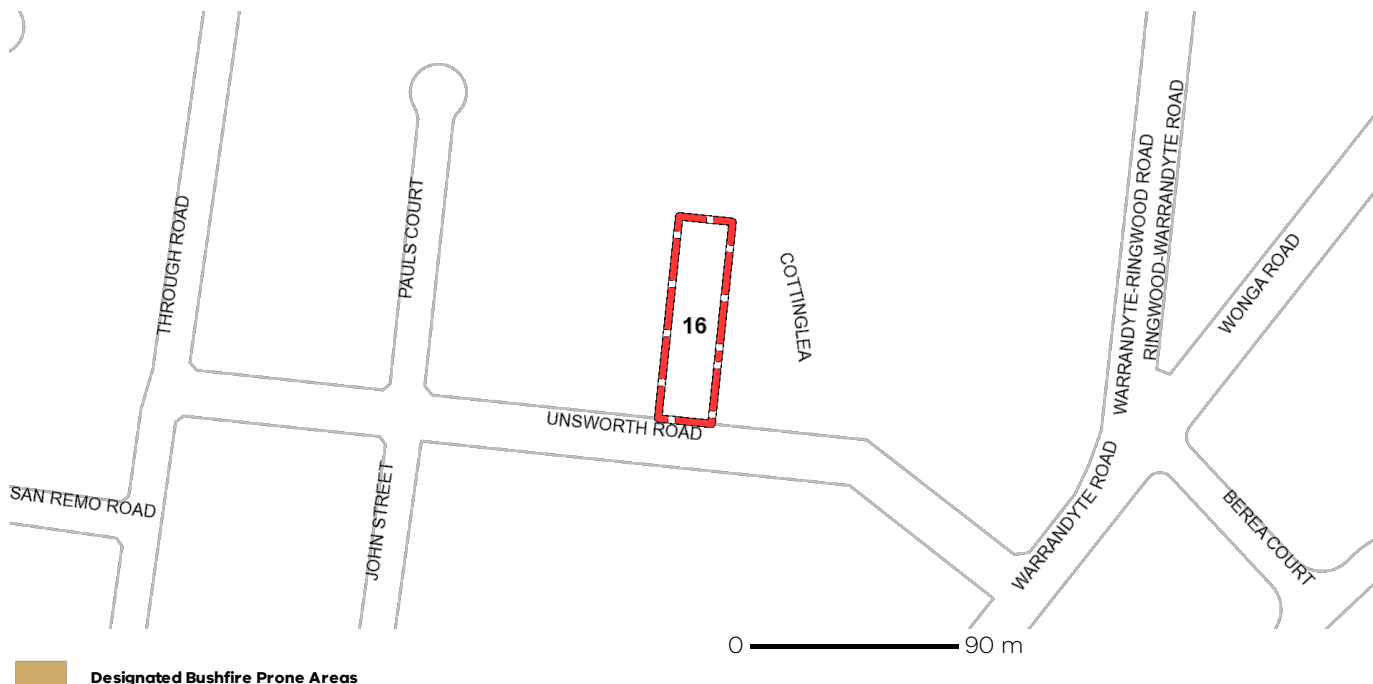
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>

Telephone Enquiries: 03 9298 4327
Your Reference: 62273830:95745738:43788
Reg 51 (1)



19 May 2020

SAI Global Property Division Pty Ltd
PO Box 447
South Melbourne VIC 3205

Dear Sir/Madam

Re: 16 Unsworth Road, Ringwood North VIC 3134 Lot A PS 434583

I refer to your request for information available from Council records concerning the above property.

The following Building Permit(s) have been issued within the last 10 years.

Type of Building	Permit No/Council Reference	Permit Issue Date	Final Cert/Occ Permit Issue Date
Demo	PBS/13460/2018/0	22-Aug-2018	05-Sep-2018
Construction of 5 New Dwellings, Associated Garages & Retaining Walls	PBS/13839/2018/0	15-Nov-2018	No final Recorded

No Building Notices or Orders are outstanding against this property.

Combined Allotments Statement

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

Subdivision of an existing building

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <http://www.vba.vic.gov.au/consumers/swimming-pools>

Did you know you can apply for Property Information from Maroondah City Council online and pay via credit card? Register now for our online services at <http://www.maroondah.vic.gov.au/OnlineServices.aspx>. You will receive a prompt email response and you will be helping us achieve our goal of reducing Council's impact on

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

Visit us

City Offices Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

ABN 98 606 522 719

the environment.

Yours faithfully

Warren Brooker

**Warren Brooker
Municipal Building Surveyor**

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



SAI Global Property Division Pty Ltd
PO Box 447
South Melbourne VIC 3205

Certificate No: 79649
Applicant Ref: 66757487:101804787:491
58
Date: 1 March 2021

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

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

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2021 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 165948

Property Location: 3/16 Unsworth Road
Ringwood North VIC 3134
Lot 3 PS 813874

Title Details: CT-12274/208

Valuations

Site Value: \$330,000
Capital Improved Value \$840,000
Nett Annual Value: \$42,000
Relevant Date: 1st January 2020

ADDITIONAL INFORMATION

Please Note – This property became separately valued and rated effective 1/2/2021.

RE: 3/16 Unsworth Road
Ringwood North VIC 3134

Certificate No:

79649

FINANCIAL INFORMATION

Assessment No:	1659481		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	712.50	0.00	712.50
State Government Fire Levy MFB	65.00	0.00	65.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-326.85
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$450.65</u>

TOTAL BALANCE

\$450.65

BPAY Payment Details

Biller Code: 118992

Reference Number:0016594814

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$27.00 being the fee for this certificate.



Delegated Officer.

26th February 2021

Meerkin & Apel via SAI Global Property
SAIGPROPERTY

Dear Meerkin & Apel via SAI Global Property,

RE: Application for Water Information Statement


Property Address:	3/16 UNSWORTH ROAD RINGWOOD NORTH 3134
Applicant	Meerkin & Apel via SAI Global Property SAIGPROPERTY
Information Statement	30584382
Conveyancing Account Number	2469580000
Your Reference	RKS:DH:210117

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/16 UNSWORTH ROAD RINGWOOD NORTH 3134
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Encumbrance

Property Address	3/16 UNSWORTH ROAD RINGWOOD NORTH 3134
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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

Melbourne Water Encumbrance

Property Address	3/16 UNSWORTH ROAD RINGWOOD NORTH 3134
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

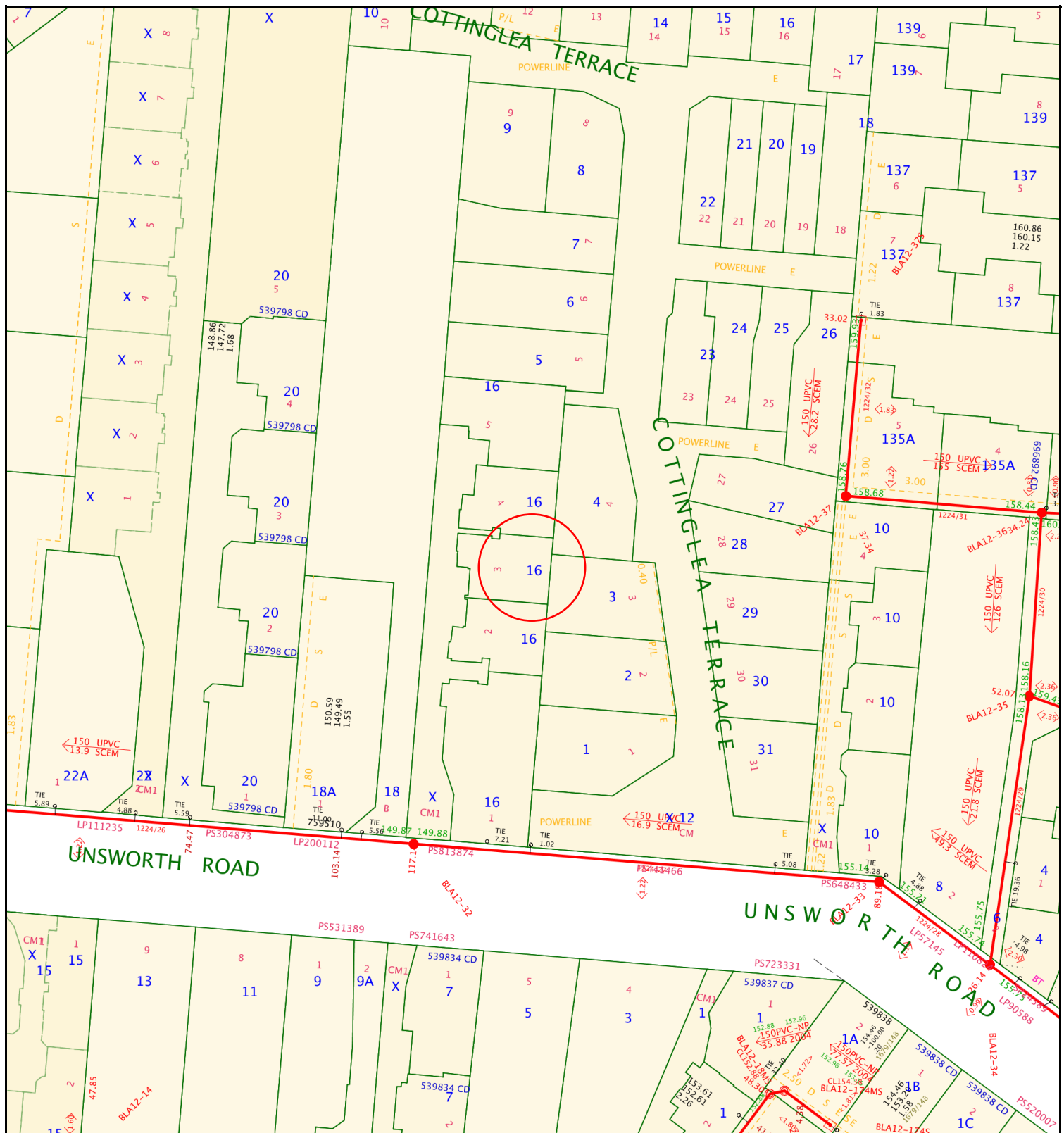
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30584382

Address	3/16 UNSWORTH ROAD RINGWOOD NORTH 3134
Date	26/02/2021
Scale	1:1000



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

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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

Meerkin & Apel via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 6332173217
Rate Certificate No: 30584382

Date of Issue: 26/02/2021
Your Ref: RKS:DH:210117

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/16 UNSWORTH RD, RINGWOOD NORTH VIC 3134	3\PS813874	5172399	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	14-01-2021 to 31-03-2021	\$16.48	\$16.48
Residential Water Usage Charge <i>Step 1 – 1.000000kL x \$2.64460000 = \$2.64</i> Estimated Average Daily Usage \$0.03	01-09-2020 to 07-12-2020	\$2.64	\$0.00
Residential Sewer Service Charge	14-01-2021 to 31-03-2021	\$96.67	\$96.67
Residential Sewer Usage Charge <i>1.000000kL x 0.826763 = 0.826763 x 0.900000 = 0.744087 x \$1.14260000 = \$0.85</i> Estimated Average Daily Usage \$0.01	01-09-2020 to 07-12-2020	\$0.85	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$113.15

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

Property Address	Lot & Plan	Property Number	Property Type
16 UNSWORTH RD, RINGWOOD NORTH VIC 3134	AIPS434583	1349226	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			-\$157.98 cr
Total for This Property			-\$157.98 cr

Total Due -\$44.83 cr

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank

details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5172399**Address:** UNIT 3/16 UNSWORTH RD, RINGWOOD NORTH VIC 3134**Water Information Statement Number:** 30584382**HOW TO PAY**Biller Code: 314567
Ref: 63321732171**Mail a Cheque** with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 5172399**Address:** UNIT 3/16 UNSWORTH RD, RINGWOOD NORTH VIC 3134**Water Information Statement Number:** 30584382**Cheque Amount:** \$

Property Clearance Certificate

Taxation Administration Act 1997



MEERKIN & APEL VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 66757487:101804788

Certificate No: 43357367

Issue Date: 01 MAR 2021

Enquiries: MXM7

Land Address: UNIT 3, 16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47990793	3	813874	12274	208	\$0.00

Vendor: MANDA CAPITAL HOLDINGS PTY LTD ACN 168 795 088 ATF UNSWORTH ROAD UNIT TRUST

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
UNSWORTH ROAD TRUST	2021	\$368,889	\$3,154.00	\$0.00	\$0.00

Comments: Land Tax of \$3,154.00 has been assessed for 2021, an amount of \$3,154.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$0

SITE VALUE: \$368,889

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 43357367

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$512.78

Taxable Value = \$368,889

Calculated as \$275 plus (\$368,889 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 43357367

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 43357367

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No. PS 813874C

Address: 16 Unsworth Road, Ringwood North VIC 3134

This certificate is issued for Lot: Lots listed on the attached Schedule

On Plan of Subdivision No: 813874C

Postal address is Building 5, 303 Burwood Highway, Burwood East, VIC 3151.

Applicant for the certificate is: Meerkin & Apel

Address for delivery of certificate: cl@meerkinapel.com.au

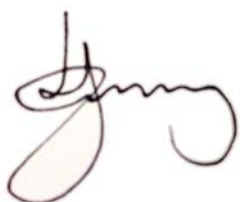

Date that the application was received: 15/01/2021

IMPORTANT: The information in this certificate is issued and valid on 15/01/2021

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

1.	Administration Fund <i>See Column E on the attached schedule 1 – Due annually and payable on 28th February 2021 until resolved otherwise.</i> At the Initial General Meeting held on 23 rd December 2020, it was resolved that the first annual fees will be collected at settlement of the sale of each lot to assist with managing cash flow during the first year of operation. For those lots that have not settled, fees must be paid before the commencement of the next invoice period.
2.	The date to which the fees for the lot have been paid up to is: <i>Administration Fund: See Column F on the attached schedule 1</i>
3.	The total of any unpaid fees or charges for the lot are: <i>See column G on the attached schedule 1</i>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special fees are: Nil
6.	The owners corporation has the following insurance cover: (a) the name of the company – CHU Underwriting Agencies Pty Ltd (b) the number of the policy – HU0006056012 (c) the kind of policy – Residential Insurance (d) the buildings covered – All (e) the building amount is \$2,616,000.00 (f) the public liability amount is \$30,000,000.00 (g) the renewal date is 18/11/2021
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No

8.	<p>The total funds held by the owners corporation:</p> <p>The total funds should report the best available financial position of the owners corporation inclusive GST;</p> <p>Administration Fund N/A</p> <p>Maintenance Fund N/A</p> <p>Investment Fund N/A</p> <p>Total Owner Funds: N/A</p>
9.	<p>Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:</p> <p>None to our knowledge</p>
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:</p> <ul style="list-style-type: none"> • Network Pacific Strata Management Pty Ltd – Contract of Appointment
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:</p> <p>None to our knowledge</p>
12.	<p>Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:</p> <p>There are no notices or orders as at 15/01/2021</p>
13.	<p>Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation are aware that are likely to give rise to proceedings? If so, then provide details:</p> <p>The manager is not aware of any legal proceedings as at 15/01/2021 except to recover the debts of members should significant arrears arise.</p>
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:</p> <p>A manager is appointed.</p> <p>Network Pacific Strata Management Pty Ltd, Building 5, 303 Burwood Highway, Burwood East, VIC 3151 ABN 57 158 476 165</p>
15.	<p>Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p> <p>No administrator is appointed.</p>
16.	<p>The minutes of the most recent Annual General Meeting of the owners corporation are attached.</p>
17.	<p>The rules of the owners corporation are the Model rules and/or Special Rules, which are attached.</p>
18.	<p>Additional Comments (if any)</p> <p>Nil</p>

19.	ATTACHMENTS <ul style="list-style-type: none"> Minutes of the Inaugural General Meeting held on 23/12/2020 Model/Special Rules registered at Land Victoria Statement of Advice and Information for Prospective Purchasers and Lot Owners
20.	ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES: Biller Code: 74625 Ref: <i>See column H on the attached schedule 1</i>
21.	NOTE: More information can be obtained by an inspection of the owners corporation register. Further information on prescribed matters can also be obtained by inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Network Pacific Strata Management Pty Ltd, PO Box 4353, Burwood East, VIC 3151.
22.	<p>The Common Seal of Owners Corporation 1 PS 813874C was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A)(a) of the Owners Corporation Act 2006</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p>.....</p> <p>Registered Manager Network Pacific Strata Management Pty Ltd, (ACN 158 476 165) Building 5, 303 Burwood Highway, Burwood East, VIC 3151 ☎ +61 3 9816 4722 as agent of the Owners Corporation.</p>

A

B

C

D

E

F

G

H

I

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

Schedule 1

PS 813874C
Owners Corporation 1
Address; 16 Unsworth Road, Ringwood North VIC 3134
Schedule of Owners Corporation Annual Fees and Unpaid Fees
As At 15/01/2021

OC Cert. Note ➡

1

2

3

20

Lot. No.	Lot Liability	Admin. Fund Fees per annum	Admin. Fund Fees established on	Unpaid Fees or Charges Admin. Fund Fees 23/12/20 to 30/09/2021 due. 28/02/2021	StrataPay Reference:
		\$		\$	
1	25	815.33	23/12/2020	815.33	155243015
2	50	1,630.67	23/12/2020	1,630.67	155243023
3	50	1,630.67	23/12/2020	1,630.67	155243031
4	50	1,630.67	23/12/2020	1,630.67	155243048
5	50	1,630.67	23/12/2020	1,630.67	155243056
	225	7,338.00		7,338.00	

**MINUTES OF FIRST ANNUAL GENERAL MEETING OF
OWNERS CORPORATION NO 1 OF SUBDIVISION PLAN NO 813874C
16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134**

TIME: 9:00AM
DATE: 23 DECEMBER 2020
LOCATION: NETWORK PACIFIC STRATA MANAGEMENT
5/303 BURWOOD HIGHWAY
BURWOOD EAST, VIC, 3151

1. MEMBERS IN ATTENDANCE

Michael Czarny from Manda Capital Pty Ltd as Mortgagee in Possession representing for Lot 1 to 5

2. NON MEMBERS IN ATTENDANCE

Stephen Briffa representing Network Pacific Strata Management Pty Ltd ("Network Pacific").

3. APPOINTMENT OF CHAIRPERSON

It was resolved to elect Stephen Briffa as chairperson for the meeting.

4. NOMINATION OF MINUTE TAKER

It was resolved that Stephen Briffa, record the events of the meeting and be responsible for the distribution of minutes to members.

5. APOLOGIES

Nil.

6. PROXIES

Michael Czarny held proxies for Lots 1 to 5.

7. ENTITLEMENT TO VOTE

Members present that were financial and consequently entitled to vote.

NOTE: The word resolved, where noted in these minutes, means agreement without dissent or agreement by majority of the votes.

8. QUORUM

It was noted a quorum was established.

9. COMMON SEAL

- (i) In accordance with Section 19 of the *Owners Corporations Act 2006 (The Act)*, it was resolved that the seal be adopted as the Common Seal of the Owners Corporation.
- (ii) In accordance with Section 20 of the Act it was further resolved that the Manager may affix the Seal to documentation from time to time as necessary and/or as required for the Owners Corporation to comply with The Act and the Owners Corporations Regulations 2007 (The Regulations).

10. APPOINTMENT OF OWNERS CORPORATION MANAGER

- (i) In accordance with Section 119 of The Act it was resolved to appoint Network Pacific Strata Management as Manager of the Owners Corporation for a period of 1 year commencing 23 December 2020.
- (ii) It was further resolved that the Owners Corporation would enter into a contract with Network Pacific in accordance with Section 119 (3).

The Manager warrants that in accordance with:

- Section 119 (2) of The Act, that it is a Registered Manager;
- Section 119 (5) of The Act, that it holds Professional Indemnity Insurance sufficient to meet claims up to a level of the prescribed amount in any one year.
- Section 122 (1) (a) to (b) of The Act, that it will act honestly and in good faith and exercise due care and diligence in the performance of the Manager's functions; and will not make improper use of its position to gain, directly or indirectly, an advantage personally or for any other person. Section 122 (2) (a) and (b) of The Act, that it holds all

money on behalf of an Owners Corporation on trust for the Owners Corporation and that it will account separately for the money held for each Owners Corporation.

11. DOCUMENTATION TO BE PROVIDED AT FIRST MEETING

In accordance with Section 67 of The Act, the Initial Owner warrants and undertakes that all documentation under the following points has been provided to the Manager:

- the Owners Corporation Register
- any accounts or records made on behalf of the Owners Corporation;
- books to enable the Owners Corporation to keep the necessary minutes, accounts and other records;
- the Maintenance Plan (Note- there is no Maintenance Plan);
- a copy of the plan of subdivision and all related building plans, planning documents and other similar documents;
- a copy of The Act and The Regulations and the Subdivision Act 1988 and the regulations under that Act;
- any contracts, leases and licenses binding on or benefiting the Owners Corporation;
- any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the Sale of Land Act 1962;
- the names of companies, trades people or suppliers who provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees;
- the common seal of the Owners Corporation

12. OBLIGATIONS OF INITIAL OWNER

In accordance with Section 68 (1) to (5) of The Act, Michael Czarny warranted and undertook that the initial Owner would act in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under The Act and/or The Regulations.

13. ADMINISTRATION FUND BUDGET

The Administration Fund Budget proposed to the meeting was prepared in accordance with The Act and it was anticipated that funds struck would cover the general administration, maintenance insurance and other recurrent obligations of the Owners Corporation for the period 23 December 2020 to 30 September 2021.

It was noted that the budget set for the first period of operation is estimated based on information provided to the Manager by the Initial Owner, best practice guidelines within the industry and the actual figures taken from comparable properties within the portfolio of the Manager.

The Owners Corporation resolves to approve and adopt an Administration Fund Budget in the amount of **\$7,338.00 GST Inclusive** for the period 23 December 2020 to 30 September 2021 as set out in the document headed **Appendix One** tabled at this meeting and attached.

- (i) It was resolved that the fees will be levied to each Lot owner in advance in the first instance which fees will be collected at settlement of the sale of each lot to assist with managing cash flow during the initial period of operation. For those lots that haven't settled, fees must be paid before 28/2/2021. Levies for the second year (01/10/2021 to 30/9/2022) will be levied in two installments on 1/10/2021 and 1/4/2022 and will be payable within 28 days of issue of invoice.

1. First Levy Period: 23/12/2020 – 30/9/2021 due 28/2/2021 or settlement whichever occurs first.

14. OWNERS CORPORATION INSURANCE

The Owners Corporation resolves that OC1 take out the following insurance for all lots in the Plan of Subdivision.

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the *Owners Corporations Act 2006 (Vic)*; and
- b) Public liability insurance in accordance with Section 60 of the *Owners Corporations Act 2006 (Vic)*
as if any reference in those sections to common property was a reference to these lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the attached Certificate of Currency for details of the insurance cover held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building - it does not include-**
- (c) carpet and temporary floor, wall and ceiling coverings; or**
- (d) fixtures removable by a lessee at the end of a lease; or**
- (e) anything prescribed as not forming part of a building.**

"*shared services*" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

THEREFORE PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

Insurance Declaration: In accordance with the provisions of current legislation, we confirm Resolute Insurance Brokers share the fee they receive from the underwriter with Network Pacific as a charge for services relating to the referral of business and assistance in the management of the needs of the Owners Corporation with respect to insurance related issues.

(i) INSURANCE VALUATION

It was resolved that an insurance valuation would not be undertaken at this stage. It was noted that a valuation would be considered at the next General Meeting

15. ELECTION OF COMMITTEE

It was noted that in accordance with Section 100 (1) of The Act, an Owners Corporation affecting 13 Lots must elect a committee.

- (i) It was resolved not to elect a committee;

16. INSTRUMENT OF DELEGATION

Delegation to the Owners Corporation Manager - In accordance with sections 11 and 120 of The Act, it was resolved to delegate all the powers and functions that may be delegated under section 11 of The Act to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the owners corporation

Delegation to the Owners Corporation Secretary – In accordance with sections 11, 99, 107 and 120 of The Act it was resolved that the Manager would be delegated all the powers and functions that may be delegated under section 11 of The Act to allow it to perform the functions of the Secretary of the Owners Corporation.

17. PENALTY INTEREST

In accordance with section 29 The Act it was resolved the owners corporation may charge interest, in accordance with the Penalty Interest Rates Act 1983 on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.

18. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS

- (i) It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- (ii) It was resolved to authorise Network Pacific Strata Management to engage a lawyer or a debt collector to send a letter of demand at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.
- (iii) It was resolved that any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.
- (iv) It was resolved by special resolution that the Owners Corporation may bring, as and when the Committee in its discretion determines, such legal proceedings in any court of competent jurisdiction as may be necessary to recover from any lot owner:
 - 1. Monies owing to the Owners Corporation
 - 2. Interest at a rate from time to time applicable according to the penalty interest rates act 1993 on any monies owing to the Owners Corporation
 - 3. All legal costs and disbursements incurred by the Owners Corporation in pursuing such recovery on a solicitor – own client basis, and
 - 4. All administrative costs and any other expenses incurred by the Owners Corporation in pursuing such recovery

In respect of lot owners that are not natural persons the bringing of legal proceedings described above may include proceedings pursuant to the Corporations Act 2001, including but not limited to winding-up.

19. REGISTERED OFFICE

It is determined that the registered office of the Owners Corporation is:

NETWORK PACIFIC STRATA MANAGEMENT PTY LTD
BUILDING 5, 303 BURWOOD HIGHWAY,
BURWOOD EAST, VIC, 3151

20. RULES

Adoption of Rules

Model Rules Apply

21. CONTRACTS, LEASES AND LICENCES

The Initial Owner was mindful of the requirements to act in good faith and with due care and diligence and in the best interests of the owners corporation and had considered possible uses of part(s) of the common property.

It was resolved by special resolution that the following contracts, as tabled be adopted on behalf of the Owners Corporation and authorises the Secretary to affix the Owners Corporation Seal and sign on and behalf of the Owners Corporation.

Title: Contract of Appointment

Parties: Network Pacific Strata Management Pty Ltd and Owners Corporation 1, PS813874C

Purpose: Owners Corporation Management.


Term: 1 year

22. Documents

The following documents were tabled at the meeting and a copy provided to members:

- ✓ Copy of **Rules** tabled (Note: Additional rules to be registered with the titles office).
- ✓ Copy of Owners Corporation **Statement of Advice** tabled, which will be attached to the Owners Corporation certificates.
- ✓ Copy of **Model Rule-Dispute Resolution** (Owners Corporations Regulations 2007) tabled.
- ✓ Copies of the following legislation and information pertaining to Owners Corporations Act 2006 provided to the owners corporation;
 - (i) **Owners Corporations Act 2006**
 - (ii) **Owners Corporations Regulations 2007**
 - (iii) Copy of the executed **Contract of Appointment** & explanatory information.
- ✓ Contracts, leases and/or licenses as set out in Item 21.

There being no further business, the meeting closed at 10.00am

DocuSigned by:

E420EDE22E7A4B8...

Michael Czarny

15 January 2021 | 2:31 PM AEDT

OWNERS CORPORATION PLAN NO. PS 813874C

Schedule One

16 Unsworth Road Ringwood North VIC 3134BUDGET - 23 December 2020 TO 30 September 2021

\$

INCOME

Owners Corporation Fees	\$7,338
	<hr/>
	\$7,338

EXPENSES

Administration (Management) Fee	\$1,500
Disbursements	\$195
Set Up Costs (Year 1 only)	\$350
Software Cost	\$55
Insurance Premium	\$4,593
Caretaking (common area)	\$645
TOTAL EXPENSES	<hr/>
	\$7,338

The logo consists of a blue square with rounded corners. Inside the square, the letters 'DS' are written in a small, sans-serif font at the top. Below 'DS', there is a stylized, handwritten signature in black ink.

15 January 2021 | 2:47 PM AEDT

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.

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.

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.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7 Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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**.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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

Phone: 03 8695 4000
Email: info_vic@chu.com.au

RESOLUTE PROPERTY PROTECT VIC
LVL 5, 90 COLLINS STREET
MELBOURNE VIC 3000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006056012
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	18/11/2020 to 18/11/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 813874C
Situation	16 UNSWORTH ROAD RINGWOOD NORTH VIC 3134
Interested Party	MANDA CAPITAL HOLDINGS PTY LTD

Policies Selected

Policy 1 – Insured Property

Building: \$2,616,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$392,400

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Not Selected

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$392,400



Extended Cover - Loss of Rent & Temporary Accommodation: \$58,860
Escalation in Cost of Temporary Accommodation: \$19,620
Cost of Removal, Storage and Evacuation: \$19,620

Policy 9 – 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

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

19/11/2020

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 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



BUILDING SURVEYORS AND CONSULTANTS

A PO BOX 23,

Clarinda Vic 3169

P 03 8555 9831

E admin@icheckbs.com.au

W www.icheckbs.com.au

Project No.201800068

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Certificate No:BS-U 38261/20180172/0

Date of Issue: 18/11/2020

Property Details

Number	16	Street/Road	Unsworth Road	City/Suburb/Town	RINGWOOD NORTH	Postcode	3134
Lot/s	A	LP/PS	434583B	Volume	10514	Folio	007
Crown Allotment	-	Section	-	Parish	-	County	-
Municipal District	Maroondah City Council						

Building permit details

Building permit number	BS-U38261/20180172/0
Version of BCA applicable to building permit	2016 Vol. 2

Building Details:

Description of Building Works:	Proposed Construction of 5 New Double and Single Storey Dwellings, Associated Garages and Retaining Walls		
Building to which permit applies:	Units 1, 2, 3, 4 and 5		
Permitted Use:	Residential	BCA Class of Building:	1a(b), 10a, 10b
Maximum permissible floor live load:	1.5 kPa - Dwelling 2.5 kPa - Garage	Maximum number of people to be accommodated:	Not Applicable
Effective Height:	Not Applicable	Type of Construction:	Not Applicable

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement Details of performance solution

- | | |
|---------------------------|--|
| P2.1.1, P2.2.2 and P2.3.1 | <ol style="list-style-type: none">1. BCA Vol.2 part 3.7.1.3 – To permit unit 5 southern openable windows occur within 1800mm of another building on the same allotment, yet greater than 900mm from the future allotment boundary with the required FRL of -/60/- & fixed construction;2. BCA Vol.2 part 3.5.3.1 – To permit the use of an accredited polystyrene/lightweight foam cladding that has been tested by a registered testing authority in lieu of a Deemed to Satisfy Cladding3. BCA Vol. 2 3.7.1.3 & 3.7.1.5 - To provide technical justification for unprotected openings within 900mm of an allotment boundary;4. BCA Vol.2 3.7.1.8 - To provide technical justification for an eave and gutter to be located within 450mm of an allotment boundary; |
|---------------------------|--|

Conditions to which this permit is subject

Occupation is subject to the following conditions—

- a. The installation and commissioning of all household appliances prior to occupation;
- b. The connection of power to an approved electricity supply authority prior to occupation.
- c. The connection of gas to an approved gas supply authority prior to occupation.
- d. Some parts of units 3 and 4 will be restricted from future development. The area shown in Figure 34 of fire engineering performance solution report reference #23633 revision 3 dated 13/11/2020 prepared by Dobbs Doherty (Michael Dobbs) will not contain any structure except for the eaves and separating fence. These restrictions will be identified on the building title for Units 3 and 4;


Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Inspections:

The mandatory inspection approval dates are listed in appendix (A).

Relevant Building Surveyor

Name:	Mitroklis Jim Menelaou
Address:	PO Box 23, Clarinda 3169
Email:	Admin@icheckbs.com.au
Building Practitioners Registration Number:	BSU-38261
*Municipal district/*council name:	Maroondah City Council
Occupancy Permit no.:	20180172
Date of issue of Occupancy Permit:	18 November 2020
Date of Final Inspection	17 November 2020
Signature:	

Appendix 'A' - Inspections

Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **20180172** issued on **15/11/2018** are as follows;

Approved Date	Inspection
07/03/2019	Inspection of Bored Piers (Units 2 & 3)
11/04/2019	Inspection of Bored Piers (Sleeper Retaining Walls)
15/04/2019	Inspection of Pre Slab (Unit 1)
08/05/2019	Inspection of Bored Piers for Retaining Walls
22/03/2019	Inspection of Slab Steel (Unit 4 and 5)
07/03/2019	Inspection of Pre Slab (Units 4 & 5)
29/03/2019	Inspection of Pre Slab (Units 2 and 3)
14/03/2019	Inspection of Bored Piers and Pre Slab (Unit 1)
02/04/2019	Inspection of Slab Steel (Units 2 and 3)
16/04/2019	Inspection of Slab Steel (Unit 1)
25/06/2019	Inspection of Stump Holes, PF1 for Verandahs/Alfrescos of Units 2, 3, 4 and 5
02/08/2019	Inspection of Re-Framework (Units 1, 2, 3, 4 and 5)
17/11/2020	Inspection of Occupancy Permit

Domestic Building Insurance

Certificate of Insurance

Manda Capital Holdings Pty Ltd

**58-60 Greville St
PRAHRAN
VIC 3181**

Policy Number:

C506499

Policy Inception Date:

16/04/2020

Builder Account Number:

024105

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 16 Unsworth Rd RINGWOOD NORTH VIC 3134 Australia**

Carried out by the builder: **ARROW BUILDING GROUP PTY LTD**

Builder ACN: **613043593**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Manda Capital Holdings Pty Ltd**

Pursuant to a domestic building contract dated: **04/05/2020**

For the contract price of: **\$ 278,882.00**

Type of Cover: **Cover is only provided if ARROW BUILDING GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,240.00
GST:	\$124.00
Stamp Duty:	\$136.40
Total:	\$1,500.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for

