CONTRACT OF SALE

Property: 201/83 Tram Road, Doncaster VIC 3108

AH2 LEGAL
Level 21, 567 Collins Street
Melbourne VIC 3000
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CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 201/83 Tram Road, Doncaster VIC 3108

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

<u>WARNING</u>: 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

x **on / / 2024**

Print name(s) 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

x **on / / 2024**

Print name(s) of person signing: Io Tong Lei

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 your 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT — **OBrien Real Estate**

98 South Parade,

Blackburn VIC 3130

Tel: (03) 9894 2044/0419 133 819 Ref: Michael Szitarity Email: michael.szitarity@obre.com.au

VENDOR — **Io Tong Lei**

VENDOR'S LEGAL PRACTITIONER — **AH2 Legal Pty Ltd**

Level 21, 567 Collins Street,

Melbourne VIC 3000

Tel: (03) 5294 0831/0403 269 799 Ref: 20242671 Email: melbourne@ah2legal.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

<u>LAND</u> (general conditions 3 & 9) — **Lot 201 on Plan of Subdivision 710536X** being all that piece of land more particularly described in **Certificate of Title Volume 11826 Folio 502**.

<u>PROPERTY ADDRESS</u> — The address of the Land is:

201/83 Tram Road, Doncaster VIC 3108

<u>GOODS SOLD WITH THE LAND</u> (general condition 2.3(f)) — All fixed floor coverings, light fittings, window coverings and built-in appliances.

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: N/A

SETTLEMENT (general condition 10)

Is due on ……………….. day of …………………………………. 2024

LEASE

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 special condition 21.

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: Not Applicable

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

See Special Conditions below

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 Act1958**.

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 s 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.

SPECIAL CONDITIONS

Special condition 1A – Acceptance of title

General condition 12.4 is added:

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.

Special condition 1B – Foreign resident capital gains withholding

1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.

1B.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 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.

1B.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 (Cth)** ("the amount") because one or more of the Vendors is a foreign resident, the Property is or will have a market value of $2 million 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 (Cth)**.

1B.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.

1B.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.

1B.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:
(i) any contrary instructions, other than from both the purchaser and the vendor; or
(ii) any other provision in this contract to the contrary.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.

1B.9 The Vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

1B.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 1C – GST Withholding

General condition 15B is added:

15B. GST WITHHOLDING

15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

15B.2 This general condition 15B applies if the purchaser is is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15B.4 The purchaser must:
engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
ensure that the representative does so.

15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this general condition; despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

(a) 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.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14- 255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.

2. ACKNOWLEDGMENTS

The Purchaser acknowledges that prior to signing this 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 been given by the Vendor's Agent:

2.1. A Vendor's Statement (Section 32 of the *Sale of Land Act* 1962); and

2.2. A copy of this Contract in compliance with Section 53 of the Estate Agents Act 1980 (Vic).

3. PLANNING

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Planning and Environment Act 1987, the Building Act 1993, the Local Government Act 1989 and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of the land sold and that he has satisfied him in this regard prior to entering into this Contract.

4. AMENDMENT TO GENERAL CONDITION 26

General Condition 26 is amended by substituting the words "2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983" with "6% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983.

5. DELIVERY OF FORM OF TRANSFER

5.1. If the Purchaser fails to comply with General Condition 6 the Vendor is not obliged to complete this Contract until seven (7) clear Business Days from the date on which the Transfer is delivered by the Purchaser to the Vendor's solicitors.

5.2. If the Vendor completes this Contract after the due date in accordance with Special Condition 5.1 the Purchaser shall be deemed to have made default in payment of the Balance from the due date for payment of the Balance until the date on which the Vendor is obliged to complete this Contract as determined upon the application of this special condition.

6. BUILDING CONDITIONS

6.1. The Purchaser acknowledges that he has purchased the Land and all improvements passing with the Land on its sale as a result of his own inspections and enquiries and subject to all faults and defects both latent and patent. The Vendor makes no warranty as to the condition of the Land or the improvements or any alterations or additions to any improvements constructed on the Land.

6.2. The Purchaser may not make any objection or requisition or claim any compensation whatsoever in respect of any of the matters raised in Special Condition 6.1 hereof including without limitation in respect of any fill on the Land or in respect of any non-compliance of any improvements on the Land or the installations with the Victoria Building

Regulations or any other regulations, statutes, rules or by-laws or the Building Code of Australia or the state of repair and condition of the improvements or the installations.

6.3. The Purchaser shall at his own expense comply with all notices and/or obligations, if any, in respect of smoke detectors in accordance with the Building Regulations 1994.

7. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Purchaser acknowledges that:

7.1. There are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or its Agent such as are not made in the conditions of this Contract.

7.2. The Vendor makes no warranty as to the availability of any building allowances or depreciation under the Income Tax Assessment Act 1936 or otherwise. The Purchaser acknowledges that the Purchaser relies on its own independent enquiries.

7.3. Without limiting the generality of Special Condition 7.1, the Purchaser is not entitled to make any objection requisition or claim for compensation in respect of the state of repair and condition of any building on the Land sold or any items located within such building.

8. GST

8.1. Definitions
In this Special Condition 8, words in this special condition are defined in *A New Tax System (Goods and Services Tax) Act* 1999 (as amended) have the same meaning as their definition in that Act.

8.2. GST Exclusive
Except as otherwise provided by this Special Condition 9, all Consideration payable under this Contract in relation to any supply is exclusive of GST.

8.3. Increase in Consideration
To the extent that any supply under this Contract attracts the imposition of GST, the Consideration payable will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

8.4. Payment of GST
Any GST Amount must be paid at the same time and in the same manner as the relevant Consideration is paid or given under this Contract, without any right of set-off or deduction (unless otherwise provided in this Contract)

8.5. Application of Margin Scheme
The Vendor must not apply the margin scheme in assessing any GST liability

8.6. Reimbursements
If this Contract requires the Purchaser to pay, reimburse or contribute to any expense loss or outgoing suffered or incurred by the Vendor (**Relevant Expense**), the amount which the Purchaser must pay, reimburse or contribute will be the amount of net input tax credits to which the Vendor is entitled in respect of the relevant expense.

8.7. Adjustments and Adjustment Notes
To the extent that the adjustment occurs in relation to a taxable supply, the Vendor must issue an adjustment note to the Purchaser within 7 days of becoming aware of the adjustment, and any payment necessary to give affect to such adjustment must be made within 7 days after the date of receipt of adjustment note.

9. ACQUISITION BY AUSTRALIAN RESIDENT

9.1 The Purchaser warrants:

9.1.1 that the Purchaser is ordinarily resident in Australia, or;

9.1.2 that the Purchaser is not a corporation, business or trust in which there is a substantial foreign interest within the meaning of the Foreign Acquisitions and Takeovers Act 1975, and;

9.1.3 that the provisions of the Foreign Acquisitions and Takeovers Act 1975 and the Foreign Acquisitions and Takeovers Regulations 1989 requiring the obtaining of consent by the Purchaser for this transaction do not apply.

9.2 In the event of there being a breach of this warranty whether deliberate or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

9.3 This warranty and indemnity shall not merge on completion of this Contract.

10. AUCTION

The property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those rules.

11. DEFAULT BY PURCHASER

The Vendor hereby gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

11.1 The cost of obtaining bridging finance to complete the Vendor's purchase of another Property, and interest charged on such bridging finance;

11.2 Interest payable by the Vendor under any existing Mortgage over the Property calculated from the due date for settlement;

11.3 Accommodation expenses necessarily incurred by the Vendor;

11.4 Legal costs and expenses as between Solicitor and own Client;

11.5 Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another Property.

12. DELAYED SETTLEMENT

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of sale to this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of $300 plus GST representing a contribution to the Vendor's additional legal costs and disbursements.

13. GENERAL CONDITONS THAT DO NOT APPLY

General Conditions 23, 24.4, 24.5 and 24.6 shall not apply to this Contract.

14. LAND TAX

The parties agree that General Condition 15 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties.

15. LOAN APPROVAL

Should the Purchaser wish to exercise his or her rights under General Condition 14.2 of the Contract, the Purchaser must, in addition to complying with General Conditions 14.2 (a) to (d) (inclusive), provide the Vendor's Conveyancer with a letter from the Purchaser's Lender which confirms that the home loan application for the Purchaser named in the Contract and property address and loan amount set out in the Contract has been rejected. The Purchaser does not have the right to end the Contract unless this letter is provided strictly within the timeframe set out in General Condition 20.2 (c) of the Contract. A letter from a mortgage broker is not sufficient in this regard.

16. SEVERABILITY

Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible so as to be valid and enforceable and is otherwise capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

17. ENTIRE AGREEMENT

17.1 This Contract sets out the entire Agreement and understanding between the parties with respect to the subject matter of this Contract and supersedes all prior discussions, representations, warranties, understandings and agreements whether oral of in writing between the Vendor (or its agents) and the Purchaser regarding the Property and the subject matter of this Contract.

17.2 Without limiting the generality of the preceding paragraph the Purchaser acknowledges that it was not induced to enter into this Contract by any statement made or opinion contained in an investment report provided to the Purchaser by the Vendor, or by the Vendor's agents nor by any other statement, representation or warranty expressly or impliedly made by the Vendor of the Vendors' agents, to the Purchaser or any person on behalf of the Purchaser, except as set out in this Contract.

17.3 Without limiting the generality of the preceding paragraphs, this Purchaser is not entitled to make any objection, requisition or claim for compensation regarding the state of repairs and condition of the building erected on the Property or any items located within that building and no warranty is given as to the fitness or suitability of that building for any particular purpose.

18. GUARANTEE

If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser will if required by the Vendor procure the guarantee of 2 of the company's directors in the form annexed to this Contract to the performance of the Purchasers obligation under this Contract. Such guarantee must be delivered to the Vendor within 7 days of the date of the Contract or of its nomination of the substitute purchaser (as appropriate)

19. INDEMNITY

Subject to any contrary provision in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all claims, demands, proceedings, judgements, damages, costs and losses of any nature which the Vendor may suffer, sustain or incur relating to any liability, claim, action, demand, suit or proceedings however arising made or incurred on or after the settlement date or from events or occurrences arising on or after the settlement date in relation to the Property or any act, matter or thing occurring on the Property.

20. STATEMENT OF ADJUSTMENTS

Adjustments must be prepared by the Purchaser's representative and provided to Vendor's representative not less than four (4) business days prior to the due date of settlement and any failure to do so, the Purchaser agrees to pay an administration fee of $220.00 including GST to Vendor's representative for the delay of receiving the Statement of Adjustments.

21. FURTHER ASSURANCE

Each party to this Contract must do all things and must execute and deliver all documents necessary to give effect to this Contract.

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

GUARANTEE AND INDEMNITY

TO:
Io Tong Lei

(hereinafter called "the Vendor")

In consideration of the Vendor agreeing at the request of ________________________________(hereinafter called "the Guarantors") to enter into a Contract of Sale with the within named Purchaser (hereinafter called "the Purchaser") the Guarantors **DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of all the purchase moneys, interest and other moneys payable by the Purchaser to the Vendor under or pursuant to the within Contract of Sale (hereinafter called "the moneys hereby secured") and **ALSO** the due performance and observance by the Purchaser of all covenants, provisions and stipulations contained or implied in the within named Contract of Sale and on the part of the Purchaser to be performed and observed and **DO HEREBY ACKNOWLEDGE** that this Guarantee is given upon and subject to and with the benefit of the following conditions:

1. The Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time to exercise of all or any of the powers rights authorities and discretions conferred by the within Contract of Sale and to exercise the same at any time and in any manner and either to enforce or forebear to enforce the agreements for payments by the Purchaser of the moneys hereby secured or any other remedies or securities available to the Vendor AND the Guarantors shall not be released by any exercise by the Vendor of his liberty with reference to the matter aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.

2. This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the moneys hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.

3. This Guarantee shall bind the respective successors of the Guarantors and shall not be determined by the death of either of the Guarantors and shall bind their respective legal personal representatives.

4. This Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the within Contract of Sale.

5. This Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such collateral or other security or by the Vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any laches or mistakes on the part of the Vendor.

6. Until the Vendor shall have received all moneys hereby secured neither of the Guarantors shall be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed of arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs then neither of the Guarantors shall be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors to the full amount of this Guarantee the moneys hereby secured.

7. Any demand or notice to be made upon the Guarantors or any of them by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by the Vendor or by any of the principals for the time being of AH2 Legal of Level 21, 567 Collins Street, MELBOURNE 3000 VIC or by other person duly authorised by the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a pre-paid letter addressed to the Guarantors concerned at their address last known to the Vendor. Any such demand or notice sent by post shall be deemed to have been duly delivered or served at the expiration of forty-eight hours from the time of its posting notwithstanding that it may subsequently be returned through the Post Office unclaimed.

8. This Guarantee shall ensure for the benefit of the Vendor and its successors and transferees.
   For the consideration aforesaid and as a separate severable and additional covenant the Guarantors HEREBY JOINTLY AND SEVERALLY AGREE to indemnify and at all times hereafter to keep indemnified the Vendor from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses duties, taxes or other outgoings

of whatever nature which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the within Contract of Sale.

9. If any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's rights to recover such payment from the Guarantors pursuant hereto with the intent that the Vendor shall with respect to its right to recover pursuant to this Guarantee the moneys hereby secured, be restored to the same position in which it would have been had such payment not been made.

10. If any monies are refundable or repayable by the Vendor by virtue of any law or statute then such monies will be deemed never to have been paid and the liability of the Guarantors shall apply and continue to apply in respect of such monies as if the payment had never been made.

DATED the day of 2024.

SIGNED, SEALED AND DELIVERED by)
)
)
the said)

in presence of

Vendor Statement

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

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

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

Land	201/83 Tram Road, Doncaster VIC 3108	
Vendor's name	Io Tong Lei	**Date** 30/05/2024
Vendor's signature	Ralph Lei	
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		

Important information

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

1. FINANCIAL MATTERS

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

Are contained in the attached certificates or rates notice.

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

$ To $

Other particulars (Including dates) and times of payments:

1.3 **Terms of Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 **Owner-Builder**

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

Attached is a copy of the report under Section 137B of the Building Act 1993.

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

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

- (selected) *Is in the attached copies of title document/s.
- *Is as follows:

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information

4. NOTICES

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

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

Are as follows:

The vendor has no way of knowing the contents of any of the document referred to the above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

4.2 **Agricultural Chemicals**

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

The vendor has no way of knowing the contents of any of the document referred to the above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

4.3 **Compulsory Acquisition**

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

The vendor has no way of knowing the contents of any of the document referred to the above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

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

7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**
A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. ☐ DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m^2; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

Refer to the certificates, documents and other attachments annexed to this statement.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11826 FOLIO 502

Security no : 124114998880V
Produced 15/05/2024 09:55 PM

LAND DESCRIPTION

Lot 201 on Plan of Subdivision 710536X.
PARENT TITLES :
Volume 08341 Folio 372   Volume 08575 Folio 305
Created by instrument PS710536X 13/10/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IO TONG LEI of UNIT 201 83 TRAM ROAD DONCASTER VIC 3108
AR252150D 17/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS710536X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 201 83 TRAM ROAD DONCASTER VIC 3108

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS710536X

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	**Plan**
Document Identification	**PS710536X**
Number of Pages (excluding this cover sheet)	**9**
Document Assembled	**15/05/2024 21:55**

PLAN OF SUBDIVISION

EDITION 1

PS 710536X

LOCATION OF LAND

PARISH: BULLEEN
TOWNSHIP:
SECTION:
CROWN ALLOTMENT:
CROWN PORTION:
PART OF UNWINS CROWN SPECIAL SURVEY
TITLE REFERENCE: Vol. 8341 Fol. 372
Vol. 8575 Fol. 305
Vol. Fol.

LAST PLAN REFERENCE: LOTS 20 & 21 ON LP42014

POSTAL ADDRESS: 81-83 TRAM ROAD
(at time of subdivision) DONCASTER 3108

MGA CO-ORDINATES: E: 334 895 ZONE: 55
(of approx centre of land in plan) N: 5 815 840 GDA 94

Council Name: Manningham City Council

Council Reference Number: SC16/007151
Planning Permit Reference: PL16/025957
SPEAR Reference Number: S079628V

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 06/09/2016

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
Has been made and the requirement has been satisfied at Certification

Digitally signed by: Peter McWhinney for Manningham City Council on 12/10/2016

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Nil	Nil

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is/~~is not~~ based on survey.

STAGING:
This ~~is~~/is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

NOTATIONS

Total site area : 1615m² Number of lots : 33

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:
Interior Face : All boundaries

Lines shown thus define a structure of the building that does not constitute a boundary.

Common Property 1 is all the land in the plan except the lots and it includes the structure of all walls, floors, ceilings,windows,doors and balustrades which define boundaries.

CP No.1 - Common Property No.1

Lots LG1 to LG5, G1 to G9,G11, 101 to 106,107,108,109,111,201,202,203,204 & 206 comprise of 3 parts.

Lots G10,110 & 205 comprise of 4 parts.

All internal columns, service ducts, pipe shafts, cable ducts & service installations within the building are deemed to be part of common property No.1. The positions of these columns, service ducts, pipe shafts, cable ducts & service installations may not have been shown on the diagrams contained herein.

Lots in 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.

EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1,E-2	Drainage & Sewerage	1.83	LP42014	Lots on LP42014
E-1,E-3	Sewerage	3.05	Inst.D889615	MMBW
E-2,E-4	Sewerage	3.05	Inst.D904669	MMBW
E-1,E-2,E-3,E-4 & E-5	Sewerage	See Plan	This Plan	Yarra Valley Water Corporation

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SURVEYORS FILE REF: 13668

ORIGINAL SHEET SIZE: A3

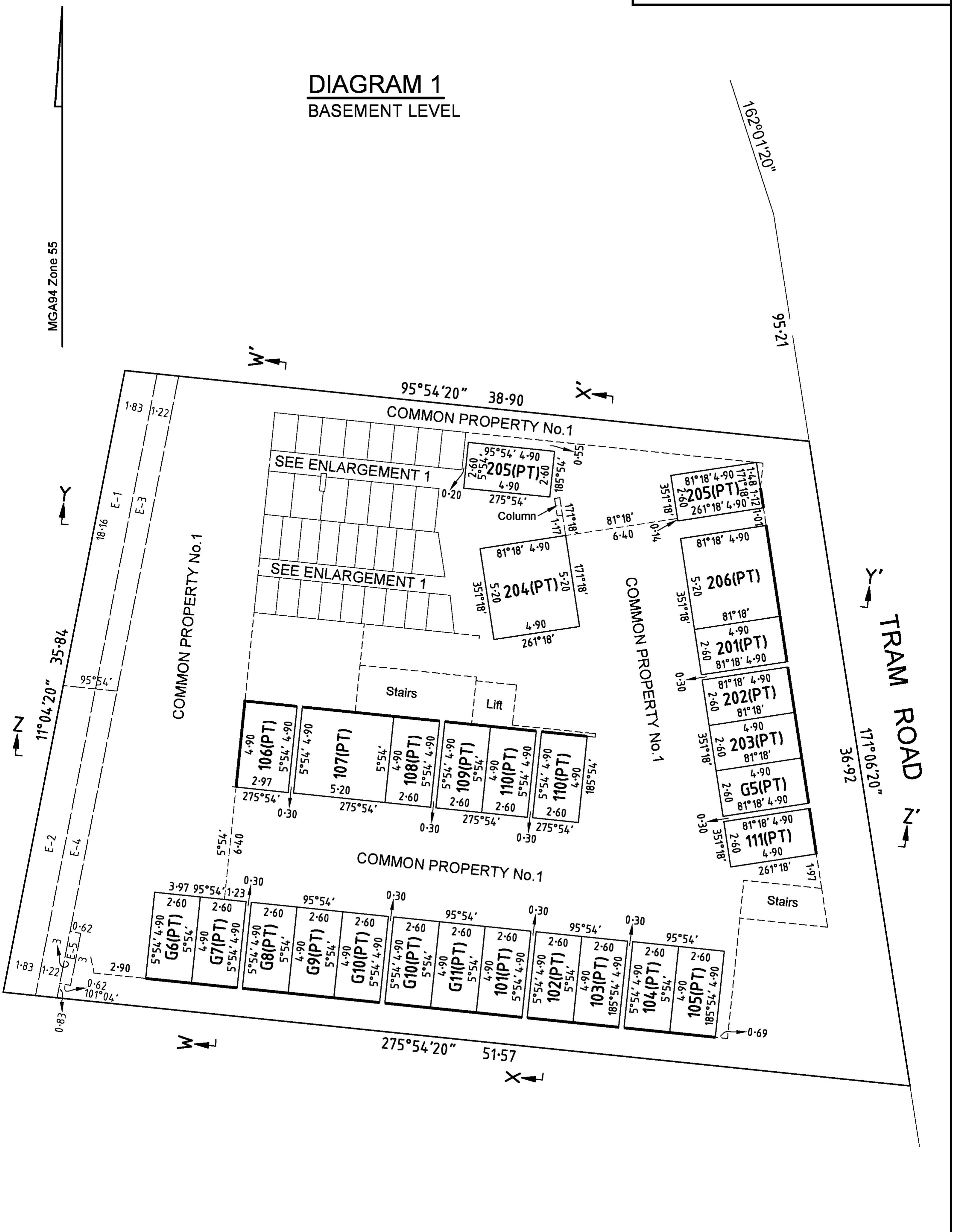
SHEET 1 OF 9

Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (4),
11/10/2016 Amended: 13/10/2016

PLAN REGISTERED
TIME: 4.18pm DATE: 13/10/16
Assistant Registrar of Titles

PS 710536X

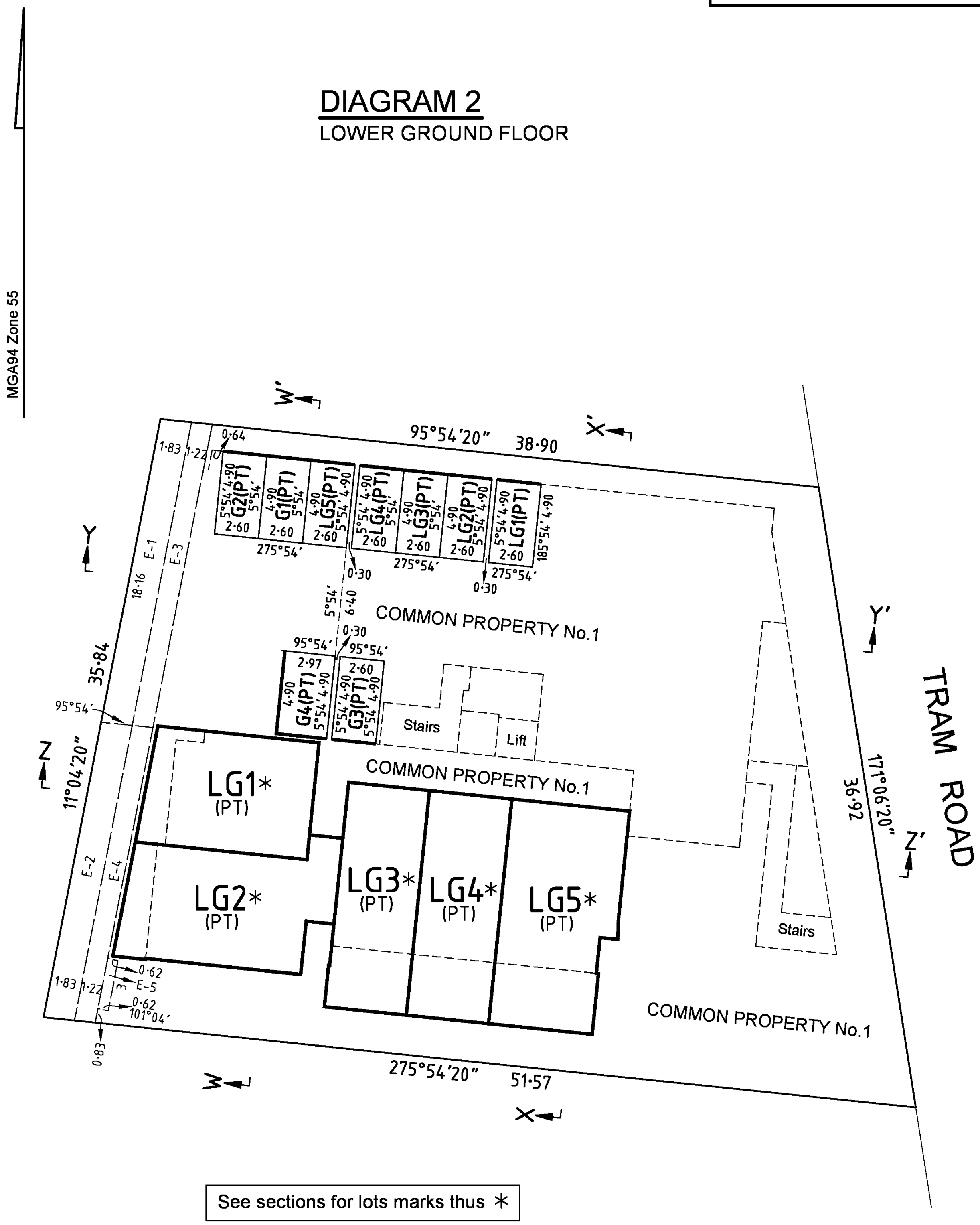
DIAGRAM 1
BASEMENT LEVEL



GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

PS 710536X

DIAGRAM 2
LOWER GROUND FLOOR



See sections for lots marks thus *

GOODISON & ASSOCIATES	SCALE 1:250	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

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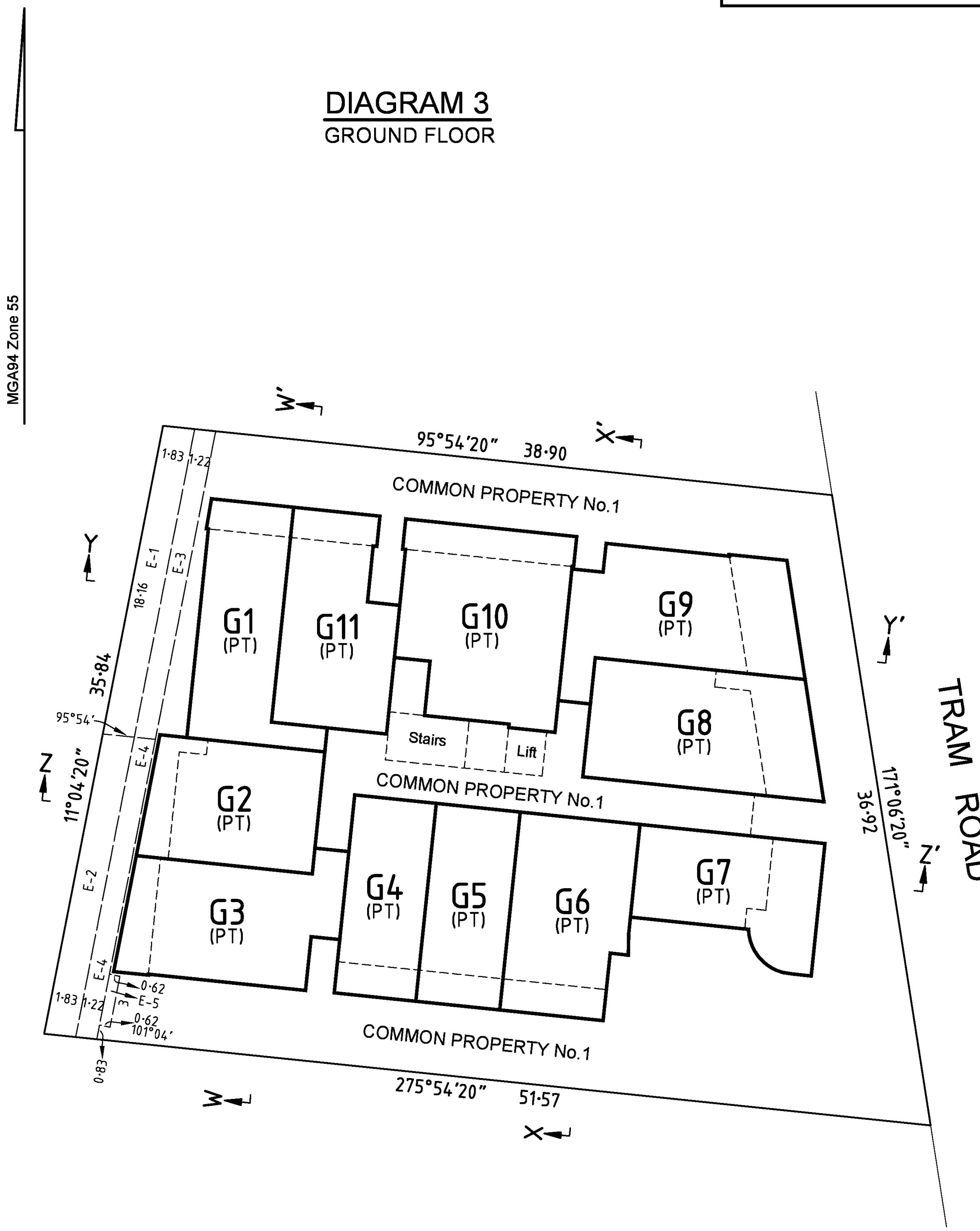
11/10/2016 Amended: 13/10/2016

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

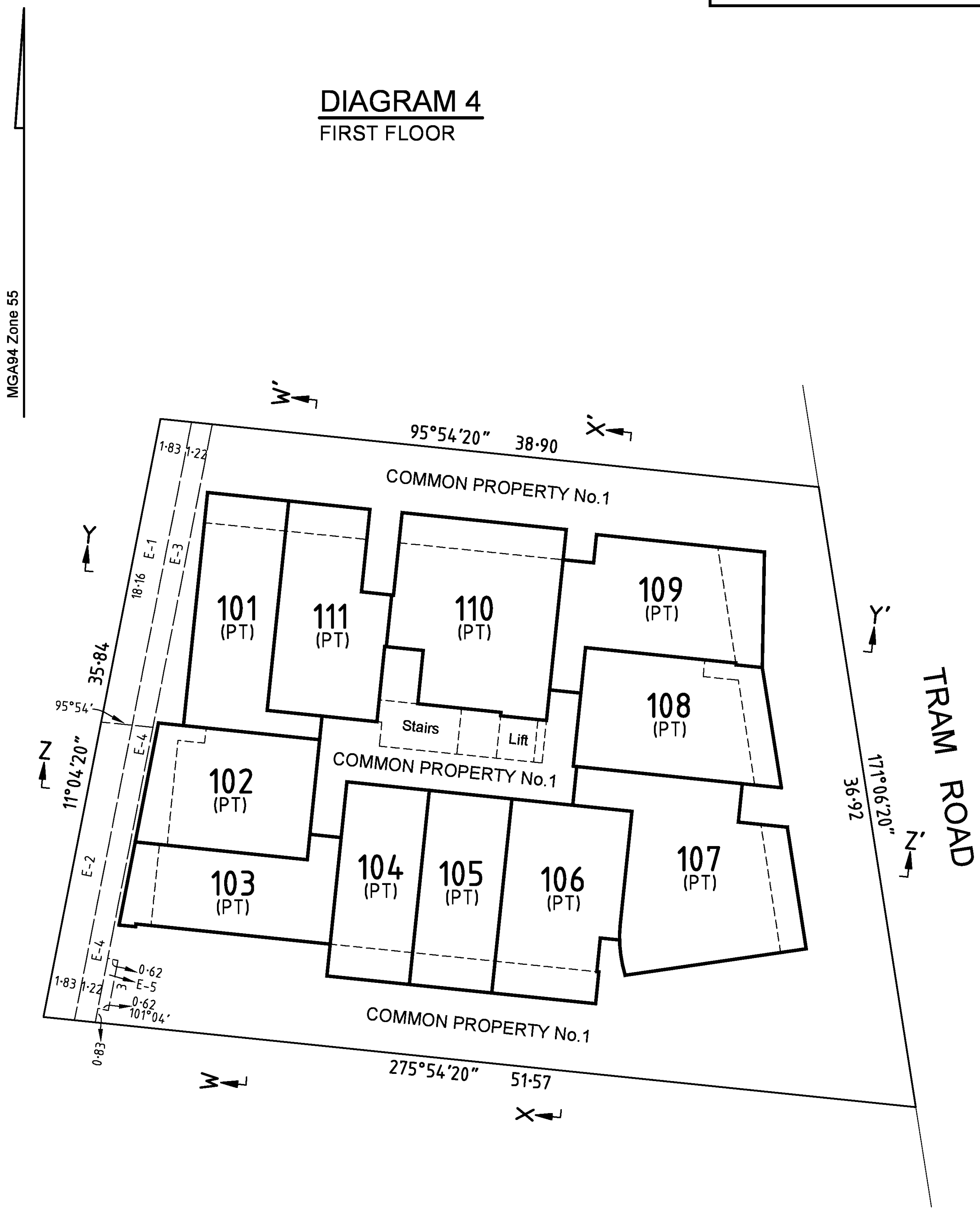
PS 710536X

DIAGRAM 3
GROUND FLOOR



GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1:250	2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

PS 710536X



GOODISON & ASSOCIATES	SCALE 1:250	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

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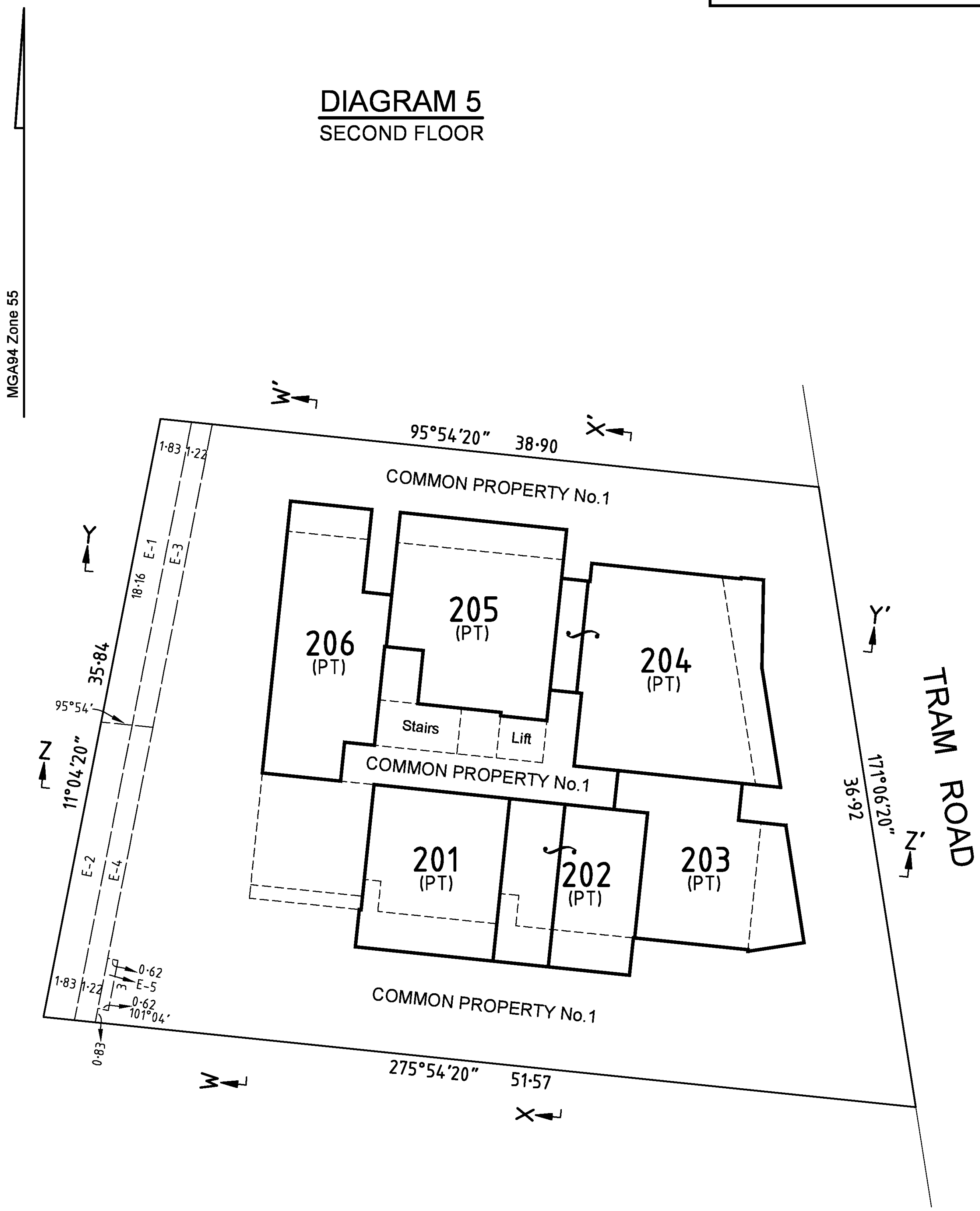
11/10/2016 Amended: 13/10/2016

Digitally signed by:
Manningham City Council,
12/10/2016,
SPEAR Ref: S079628V

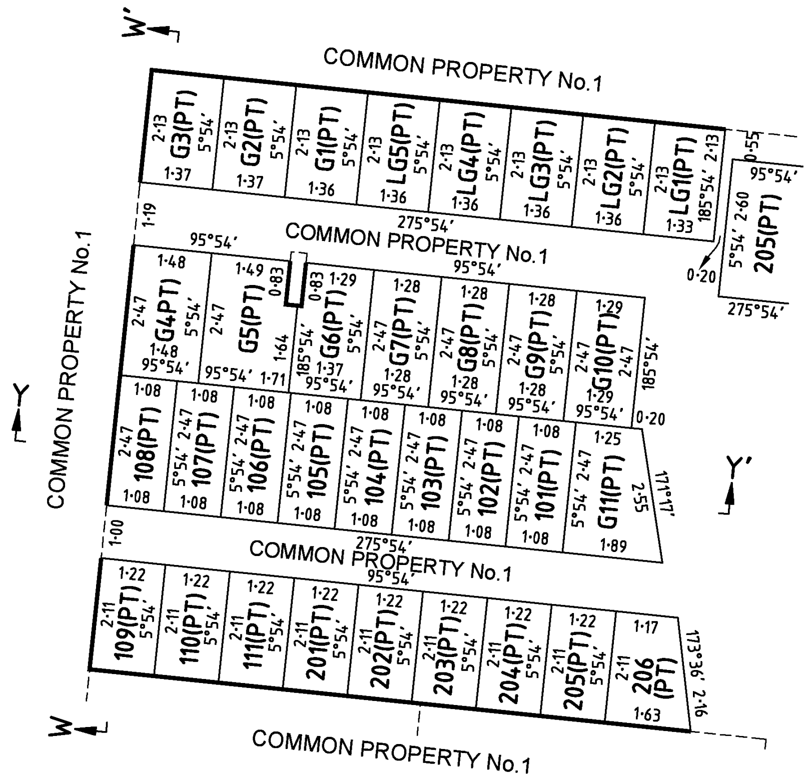
PS 710536X

DIAGRAM 5
SECOND FLOOR



GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE 1:250	2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

PS 710536X



ENLARGEMENT 1

BASEMENT LEVEL (PART)
SCALE 1:100

GOODISON & ASSOCIATES
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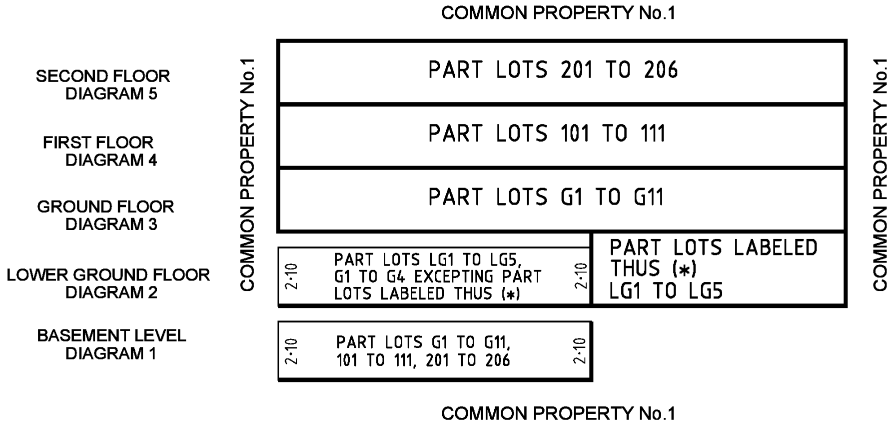
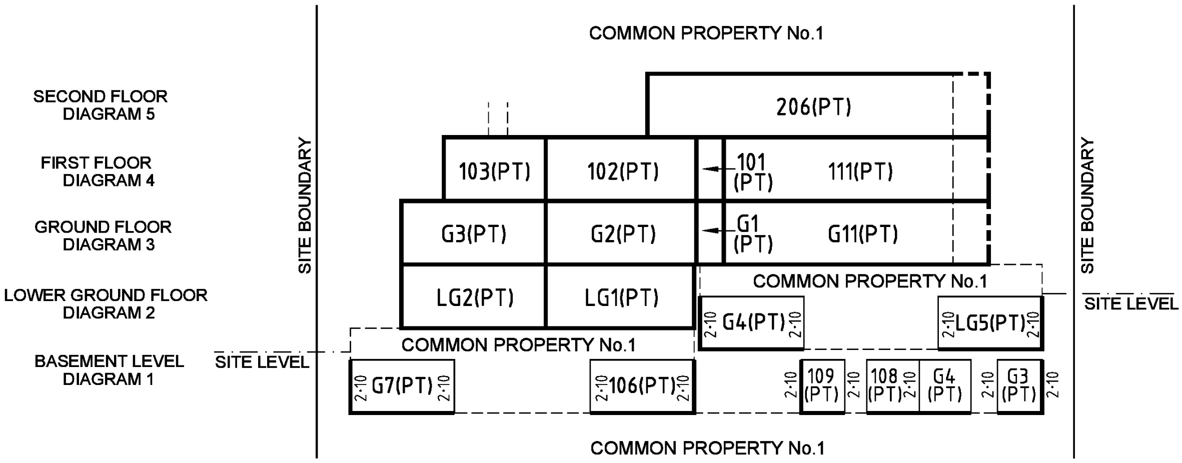
E-mail: goodison@pacific.net.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

PS 710536X



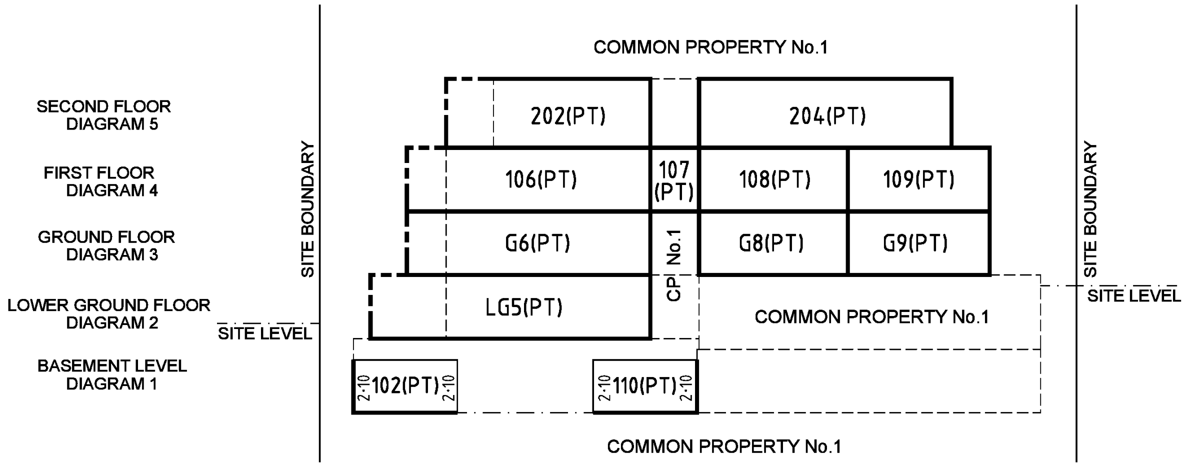
TYPICAL ELEVATION
UNLESS OTHERWISE SHOWN
NOT TO SCALE



CROSS SECTION W-W'
NOT TO SCALE

GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au	SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8
	Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

PS 710536X



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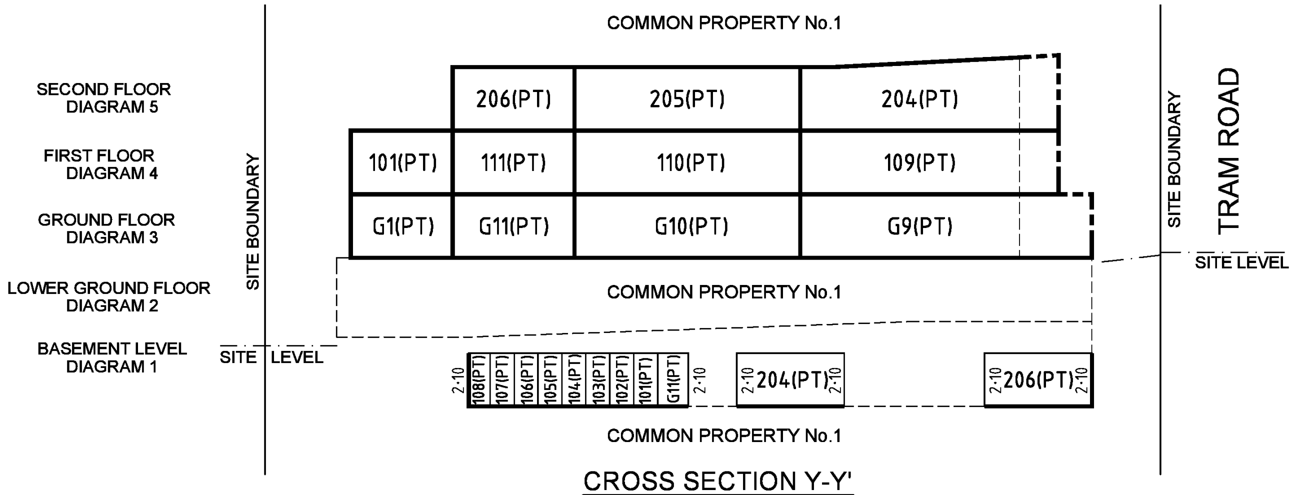
NOT TO SCALE



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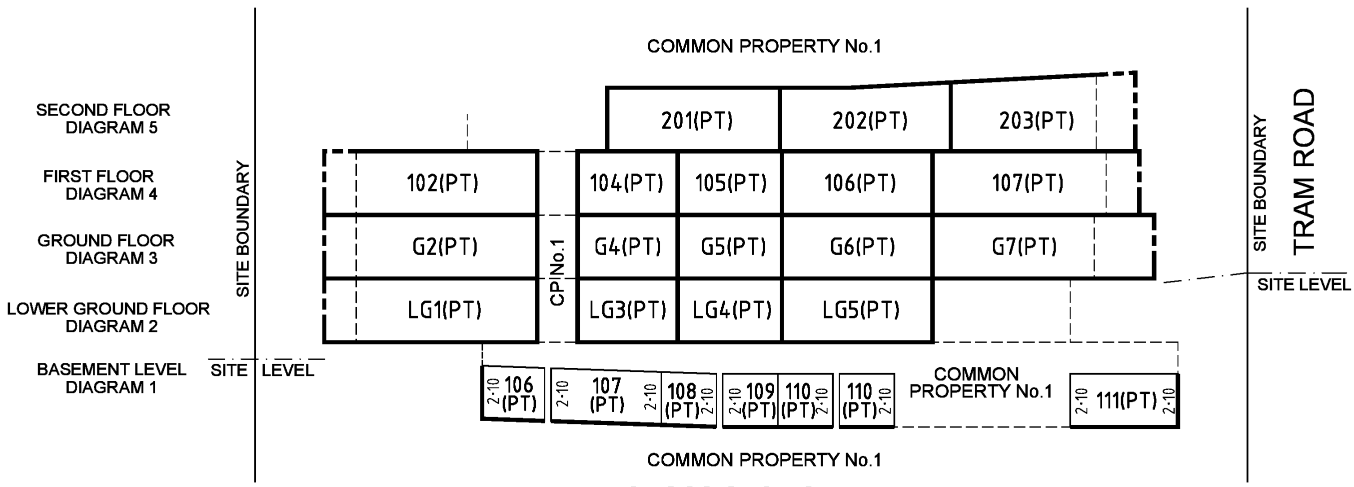
NOT TO SCALE



CROSS SECTION Z-Z'
NOT TO SCALE

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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@pacific.net.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 9
Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (4), 11/10/2016 Amended: 13/10/2016		Digitally signed by: Manningham City Council, 12/10/2016, SPEAR Ref: S079628V	

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/05/2024 09:55:57 PM

OWNERS CORPORATION 1
PLAN NO. PS710536X

The land in PS710536X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 111, 201 - 206, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, LG1, LG2, LG3, LG4, LG5.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BODY CORPORATE VICTORIA PTY LTD BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST VIC 3151

AU058980Q 23/02/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AN899798W 05/06/2017

Additional Owners Corporation Information:
OC032589D 13/10/2016

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 101	29	29
Lot 102	27	27
Lot 103	25	25
Lot 104	22	22
Lot 105	22	22
Lot 106	31	31

Owners Corporation Search Report

Produced: 15/05/2024 09:55:57 PM

OWNERS CORPORATION 1
PLAN NO. PS710536X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	45	45
Lot 108	31	31
Lot 109	31	31
Lot 110	40	40
Lot 111	30	30
Lot 201	27	27
Lot 202	27	27
Lot 203	31	31
Lot 204	56	56
Lot 205	40	40
Lot 206	40	40
Lot G1	29	29
Lot G2	27	27
Lot G3	32	32
Lot G4	22	22
Lot G5	22	22
Lot G6	31	31
Lot G7	19	19
Lot G8	31	31
Lot G9	31	31
Lot G10	40	40
Lot G11	30	30
Lot LG1	26	26
Lot LG2	32	32
Lot LG3	22	22
Lot LG4	22	22
Lot LG5	30	30
Total	**1000.00**	**1000.00**

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/05/2024 09:55:57 PM

OWNERS CORPORATION 1
PLAN NO. PS710536X

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.

Property Clearance Certificate

Land Tax

INFOTRACK / AH2 LEGAL PTY LTD

Your Reference:	20242671
Certificate No:	76790706
Issue Date:	16 MAY 2024
Enquiries:	ESYSPROD

Land Address: UNIT 201, 83 TRAM ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43444334	201	710536	11826	502	$0.00

Vendor: IO TONG LEI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR IO TONG LEI	2024	$92,500	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$350,000
SITE VALUE:	$92,500
CURRENT LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 76790706

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $500.00

Taxable Value = $92,500

Calculated as $500 plus ($92,500 - $50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 76790706

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: 76790706

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / AH2 LEGAL PTY LTD

Your Reference:	20242671
Certificate No:	76790706
Issue Date:	16 MAY 2024

Land Address: UNIT 201, 83 TRAM ROAD DONCASTER VIC 3108

Lot	Plan	Volume	Folio
201	710536	11826	502

Vendor: IO TONG LEI

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 76790706

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 76790708

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: 76790708

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 23rd May 2024

1. OWNERS CORPORATION DETAILS

Plan Number:	710536X
Address of Plan:	83 Tram Road Doncaster Victoria 3108
Lot Number this statement relates to:	201
Unit Number this statement relates to:	201
Postal Address	Level 14, 575 Bourke Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor:	Lo Tong Lei
Postal Address for Lot 201	201/83 Tram Road Doncaster Victoria 3108
Person requesting Certificate:	InfoTrack on behalf of AH2 Legal Pty Ltd
Reference:	(Ref: Ref 20242671)
E-mail:	ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 201

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 201 are **3,267.00 per annum**. Levies for this plan are raised over **2 periods**

Year 2 Financial Period	Amount	Due Date	Status
01/10/23 to 31/03/24	1,633.50	01/04/24	Paid
01/04/24 to 30/09/24	1,633.50	01/04/24	Paid

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 201.

4. CURRENT LEVY POSITION FOR LOT 201

Fund	Balance	Paid To
Administrative	0.00	30 September 2024
Maintenance Fund	0.00	
BALANCE	**0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 201.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 201 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 23 May 2024:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 23 MAY 2024	**$53,174.38**

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	TBA
Expiry Date	19-August-2024
Insurance Company	LONGITUDE INSURANCE PTY LTD
Broker	Resolute Property Protect Pty Ltd
Premium	17924.50

Cover Type	**Amount of Cover**
Appeal Expenses	$150,000
Common Area Contents	$132,252
Damage (i.e. Building) Policy	$13,225,200
Fidelity Guarantee Insurance	$100,000
Floating Floors	Included
Flood	Included
Government Audit Costs	$30,000
Legal Defense Expenses	$50,000
Loss of Rent	$1,983,780
Lot Owner's Fixtures and Improvements	$300,000
Machinery Breakdown Insurance	$100,000
Office Bearers Liability Insurance	$5,000,000
Property, Death and Injury (Public Liability)	$50,000,000
Voluntary Workers Insurance	$200,000/$2,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
04/07/2023	Body Corporate Services (VIC) Pty Ltd	Current	Strata Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 14, 575 Bourke Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. 710536X, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager

Full name: Fiona Tan/LL
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

23/05/2024

Date

Common Seal
of Owners Corporation

ABN: 77472484856
83 Tram Road
Doncaster Victoria 3108

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

InfoTrack on behalf of AH2 Legal Pty Ltd

23rd May 2024

Dear InfoTrack on behalf of AH2 Legal Pty Ltd

Re: OWNERS CORPORATION CERTIFICATE - LOT 201, PLAN NO. 710536X

In response to your request, we now attach an Owners Corporation Certificate for Lot 201 in Plan No. 710536X dated 23rd May 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 ("***Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at bcs_melbourne@bcssm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Fiona Tan/LL
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 14, 575 Bourke Street Melbourne
Victoria 3000

23/05/2024

Date

Body Corporate Services (VIC) Pty Limited
ABN 35079654103

Level 14, 575 Bourke Street, Melbourne VIC 3000

www.bcssm.com.au
bcs_melbourne@bcssm.com.au

Ph:(03)96161699

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 710536X
83 TRAM ROAD
83 Tram Road, Doncaster, VIC, 3108

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 710536X held at BCS Melbourne Offices, Level 14, 575 Bourke Street, Melbourne, VIC, 3000 and via Video Conference commencing at 5:30 PM on Tuesday 31 October 2023.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
LG4	Sabliston Manassavee
LG5	Lisa Rani
G10	Richard Tay
G8	Sin Yim Yeung
101	Yucui Li
102	Jessica Ying Zhang
107	Manonrani Kulanthaivelu

Present by Proxy

Lot	In Favour of:

Apologies

Nil.

In Attendance

Fiona Tan representing Body Corporate Services (VIC) Pty Limited.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

Fiona Tan

Motions

1	MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 17 March 2023 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2	INSURANCES

2.1 Acknowledge Insurance **Ordinary Resolution**

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
TBA	LONGITUDE INSURANCE PTY LTD	19 Aug 2024	Legal Defense Expenses	$50,000.00
			Damage (i.e. Building) Policy	$13,225,200.00
			Common Area Contents	$132,252.00
			Flood	Included
			Lot Owner's Fixtures and Improvements	$300,000.00
			Loss of Rent	$1,983,780.00
			Floating Floors	Included
			Voluntary Workers Insurance	$200,000.00 / $2,000.00
			Office Bearers Liability Insurance	$5,000,000.00
			Fidelity Guarantee Insurance	$100,000.00
			Machinery Breakdown Insurance	$100,000.00
			Property, Death and Injury (Public Liability)	$50,000,000.00
			Government Audit Costs	$30,000.00
			Appeal Expenses	$150,000.00
TOTAL PREMIUM: $17,924.50				

Motion Result: Passed by Simple Majority

2.2 Obtain a new Valuation — Ordinary Resolution

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

Motion Result: Passed by Simple Majority

Action: That BCS obtain 3 quotations from valuers for committee's consideration.
BCS TASK ID 7359197

2.3 Acknowledge Insurance Valuation — Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 11 August 2018 with a recommended building sum insured of $12,840,000.00.

Motion Result: Passed by Simple Majority

3 REPORTS

3.1 Receive Committee Report — Ordinary Resolution

That the Committee Report be received.

Motion Result: Passed by Simple Majority

3.2 Receive Manager's Report — Ordinary Resolution

That the Manager's Report be received.

Motion Result: Passed by Simple Majority

3.3 Receive Dispute Resolution Report/Arrears Waiver of Interest Report — Ordinary Resolution

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

4 FINANCIAL STATEMENTS

4.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending 30 September 2023 (which report total members' funds of $5,976.11 as per report attached) be adopted.

Motion Result: Passed by Simple Majority

5 BUDGET

5.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing 1 October 2023, enclosed within the meeting documents, be adopted.

Motion Result: Passed by Simple Majority

6 FEES

6.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at $121,000.00 (not GST registered) towards the **Administration Fund**, to commence on 1 October 2023.

Motion Result: Passed by Simple Majority

6.2 Fee Instalment Periods - Administration Fund — Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 2 instalments for the financial year ending 30 September 2024, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Oct 2023	31 Mar 2024	01 Oct 2023	$60,500.00	$60.50
To be Issued	Current	01 Apr 2024	30 Sep 2024	01 Apr 2024	$60,500.00	$60.50
Total		**01 Oct 2023**	**30 Sep 2024**		**$121,000.00**	**$121.00**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Oct 2024	31 Mar 2025	01 Oct 2024	$60,500.00	$60.50
Total		**01 Oct 2024**	**31 Mar 2025**		**$60,500.00**	**$60.50**

Motion Result: Passed by Simple Majority

7 PENALTY INTEREST AND DEBT RECOVERY

7.1 Charging of Penalty Interest — Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Passed by Simple Majority

7.2 Waiver of Penalty Interest and Late Payment Fees — Ordinary Resolution

That the Owners Corporation No. 710536X resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **$50** of penalty interest and **$50** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

Motion Result: Passed by Simple Majority

7.3 Payment Plans — Ordinary Resolution

That the Owners Corporation No. 710536X resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

Motion Result: Passed by Simple Majority

7.4 Debt Recovery Process — Ordinary Resolution

a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;

b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;

c. That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;

d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

Motion Result: Passed by Simple Majority

8 UTILITIES AGREEMENET

8.1 Utilities Agreements — Ordinary Resolution

That the Owners Corporation instruct, on its behalf, Body Corporate Services (VIC) Pty Limited to engage a broker to review and provide recommendations to the Committee for any current agreements for the supply of electricity, gas or any other utility relevant to the scheme, and delegate the authority to the Committee or in the absence of the Committee the Chairperson to enter into a new utilities agreement as required.

Motion Result: Defeated by Simple Majority

9 MANAGER

9.1 Appointment of Manager — Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

a. Body Corporate Services (VIC) Pty Limited be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;

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

c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;

d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and

e. The common seal of the Owners Corporation be affixed to the Appointment.

Motion Result: Passed by Simple Majority

10 ENGAGEMENT OF CONTRACTORS

10.1 Engagement of Contractors **Ordinary Resolution**

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Passed by Simple Majority

11 ESSENTIAL SAFETY

11.1 Essential Safety **Ordinary Resolution**

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Passed by Simple Majority

12 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

12.1 Use of Common Seal and Execution of Documents **Ordinary Resolution**

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

Motion Result: Passed by Simple Majority

13 COMMITTEE

13.1 To Elect a Committee **Ordinary Resolution**

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

Motion Result: Passed by Simple Majority

13.2 Election of Committee **Ordinary Resolution**

That members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

Members:

Sabliston Manassavee	Lot LG4
Lisa Rani	Lot LG5
Richard Tay	Lot G10
Jade Li	Lot 101
Jessica Zhang	Lot 102

Motion Result: Passed by Simple Majority

13.3 Committee To Elect a Chairperson **Ordinary Resolution**

That the Committee elect **Jade Li** the Chairperson of the Owners Corporation.

Motion Result: Passed by Simple Majority

13.4 Owners Corporation to Elect Chairperson **Ordinary Resolution**

That, if the above Motion is defeated, the Owners Corporation elect a Chairperson of the Owners Corporation.

Motion Result: Passed by Simple Majority

13.5 Committee To Elect a Secretary **Ordinary Resolution**

That the Owners Corporation appoint **BCS** as Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Motion Result: Passed by Simple Majority

13.6 Delegation of Powers to Committee **Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Passed by Simple Majority

13.7 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Passed by Simple Majority

14 GENERAL BUSINESS

14.1 BCS Plaque
The meeting noted that BCS plaque will be installed once the new design has been finalised.

BCS TASK ID 7359257

14.2 Lift maintenance
The meeting noted that some of the lift lights are out, and that the volume of lift announcement is too loud.

Action: BCS to organise for repair and adjustment works with Motion Elevators.

BCS TASK ID 7359268

14.3 L1 staircase door
The meeting noted that the lock of L1 staircase door is jammed. The meeting considered changing the locks to be operated via fob instead.

Action: BCS to arrange for locksmith to repair current lock and source quotation for lock change.

BCS TASK ID 7359289

14.4 Rubbish left on common property.
The meeting noted that there is hard rubbish left on common property by some residents.

Action: BCS to inform relevant agent / owner to organise removal of rubbish.

BCS TASK ID 7356695

14.5 Meter reading for individual unit
The meeting noted that:

Gas meter - is located in the manhole near the front door of each unit.
Water meter and electrical meter - is located in a locked utilities room. Access can be organised via committee members.

15 NEXT MEETING

That the next AGM be tentatively scheduled on Tuesday, 29/10/2024 at 5:30PM in BCS Melbourne office, with option to join via teleconference.

Closure

There being no further business the Chairperson declared the meeting closed at 07:00 PM.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. 710536X

1 October 2023 to 30 September 2024

83 Tram Road Doncaster Victoria 3108

Expenditure	Budget 10/23 - 09/24
Air Conditioning Systems	3,900.00
Cleaning Service	15,000.00
Cleaning Service - bins, garbage chutes	200.00
Cleaning Service - carpets	500.00
Cleaning Supplies	300.00
Door & Window Maintenance	1,000.00
Electrical Repairs	1,000.00
Electricity	6,500.00
Fire Protection Services	10,000.00
Fire Protection Services - monitoring	4,000.00
Garden/Lawn Maintenance	5,000.00
Gas	1,800.00
General Repairs	4,591.50
Lift Maintenance	5,000.00
Lighting Maintenance - globes, tubes	100.00
Lock & Key Maintenance	2,000.00
Management - additional services	2,000.00
Management - disbursements	2,200.00
Management - management fees	10,708.50
Plumbing & Drainage	5,000.00
Plumbing Maintenance - back flow testing	500.00
Premium	22,000.00
Roof Systems - anchor points	450.00
Security Services	350.00
Telephone & Internet Services	400.00
Valuation - insurance valuation	1,000.00
Waste Management Services	9,500.00
Water	6,000.00
Total Administrative Fund Expenditure	**121,000.00**

Owners Corporation for Plan No. 710536X **1 October 2023 to 30 September 2024**

83 Tram Road Doncaster Victoria 3108

Administrative Fund Summary			**Budget 10/23 - 09/24**
Opening balance (Surplus)	5,976.11		
Expenditure during budget period	121,000.00		
	115,023.89		
Less Additional revenue during budget period	0.00		
Plus Planned surplus at end of budget period	5,976.11		
		Per Ent	
Budgeted levies to be raised $	**121,000.00**	121.0000	
Total Lot Liability	1000		

*May include insurance contributions

Owners Corporation for Plan No. 710536X

83 Tram Road Doncaster Victoria 3108
ABN/ACN 77472484856

DEBTOR STATEMENT - LOT: 201

OWNER: Lo Tong Lei

For the period 1 Oct 2023 to 30 Sep 2024 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
				Brought forward		1,633.50		1,633.50
01-10-23	18-08-23			Levies - normal	01-10-23 to 31-03-24	-1,633.50		0.00
01-04-24	17-02-24			Levies - normal	01-04-24 to 30-09-24	-1,633.50		-1,633.50
		04-04-24	TRANSFER	Payment 1633.50		1,633.50		0.00
					Balance as at 23 May 2024	**0.00**	**0.00**	**0.00**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
$	**0.00**	**0.00**	**0.00**

OWNERS CORPORATION 1 PLAN NO. PS 710536X

81 – 83 TRAM ROAD, DONCASTER VIC 3108

OWNERS CORPORATION RULES

1. Health, Safety and Security

1.1 Health, safety and security of lot owners, occupiers of lots & 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 no 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 chemicals, liquids, gases 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. A Member Must Not and Must Ensure That the Occupier Of A Member's Lot Does Not:

Use of common property

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

(b) obstruct lawful use of common property by any person in particular, the entrances, passages, stairways and landings which provide access to any lot; or

(c) damage or deface any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than for the purpose for which they are provided or properly available; or

(d) restrict or hinder the reasonable use of easements affecting the common property by those with the benefit of those easements; or

(e) deposit, other than in proper receptacles in the area specified for such purpose by the Owners Corporation, or throw or store upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any member or occupier of any lot or other person lawfully using the common property; or

(f) fail to comply with any reasonable request or direction of any person employed by the Owners Corporation;

(g) do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any lot or which may be illegal or injurious to the reputation of the building or use or allow the use of any lot for any noxious, noisome, offensive, illegal or immoral purpose, act, trade, business, occupation, or calling.

(h) make or permit any undue noise in or about the common property or any lot;

(i) do or suffer to be done or allow to be done any act, matter or thing whereby any policy of insurance of the building and other improvements may become void, or voidable or which may increase the premium payable in respect of such insurance;

(j) enter into any plant room, machine house, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the common property without the consent in writing of the Owners Corporation;

(k) require the Owners Corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a member’s lot notwithstanding that its location may be within common property.

Appearance

(a) hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;

(b) use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved in writing by the Owners Corporation and affixed to the property in the area designated by the owners Corporation from time to time;

(c) allow any balcony forming part of a lot to become unkempt, overgrown or unsightly;

(d) affix any blind, light fitting, awning, radio mast, antennae, satellite dish or similar device without the prior consent in writing of the Owners Corporation;

(e) deposit household rubbish except in the bins provided;

(f) store or permit to be stored on common property any materials or goods or place garbage on the common property except in the proper bin or receptacle and in a place set aside for the purpose by the owners corporation;

(g) cut, injure, damage, deface or obstruct any of the common property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than for which they are provided;

(h) without the prior written consent of the Owners Corporation (on such terms and conditions as the Owners Corporation in its absolute discretion thinks appropriate):

1) make any alterations or additions (painting and decorating included) to the exterior of the lot; or

2) make any structural alterations or additions to the interior of the lot or any part of it which may diminish the support and shelter of any lot, and for this purpose the Owners Corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the member and in these circumstances the consent of the Owners Corporation shall not be unreasonably refused; and

(i) fail to clear and must keep clear on each and everyday any mail receiving box and/or newspaper receptacle of all mail, leaflets, circulars, pamphlets, newspaper advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for such required clearance by other persons should a member or the occupier of a member's lot be absent for any reason for any period of more than one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required;

NOISE

(a) use or permit to be used any mechanical or musical instrument which is audible outside the lot between the hours of 10 p.m. and 8 a.m.;

(b) make any disturbing or irritating noise or install or use any appliance engine machine or instrument which causes or may be likely to cause noise or vibration in the building;

USE

(a) use or permit to be used on the lot any machine, equipment or instrument operated by electricity which causes interference with wireless or telephone reception of the occupiers of any other lot;

(b) keep any animal in the lot or leave unattended or exercise any animal on the common property;

(c) install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the Owners Corporation in writing;

(d) not bring to, do or keep anything in their lot which shall increase the rate of fire insurance premium on the building or the common property or which may conflict with the laws and/or regulations relating to fires any insurance policy upon the building or the common property or the regulations or ordinances of any public authority for the time being in force;

(e) violate the provisions of any statutes or any rules made thereunder;

(f) use the lot designated as residential for any purpose other than a residence.

4. A Member must or must ensure that the Occupier of a Member's Lot will:

(a) give prompt notice to the Owners Corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installation or fixtures which comes to their notice and the Owners Corporation will have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as they may deem necessary for the safety and preservation of the building;

(b) insofar as it may be necessary to avoid annoyance to the members or occupiers of any of the other lots adjacent to or in the neighbourhood to the lot, keep the floors in the lot carpeted or sufficiently covered;

(c) regularly clean the interior of all windows forming part of the lot;

(d) not use any water closets, convenience and other water apparatus including wastes pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein and any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence shall be borne by the member whether the same is caused by their action or those of the member's household or their guests or visitors;

(e) pay all rates, taxes, charges, outgoings and assessments levied by the Owners Corporation and payable in respect by the lot;

(f) repair and maintain the interior of the lot and keep the lot in a state of good and tidy repair;

(g) notify the owners corporation immediately of any change of ownership or occupancy of the lot;

(h) only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the occupier may use other sources of energy except a naked flame;

(i) allow reasonable access to any part of a lot for any tradesperson, contractor or service person employed by the Owners Corporation for the purpose of maintenance or repair of the common property or lot or any plant equipment, service, facility or utility;

(j) deposit household and recyclable rubbish in the proper receptacles;

(k) take all reasonable precautions to keep the lot free from rodents, vermin, insects and other pests;

(l) take all reasonable steps to ensure that their guests and visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the member or occupier of another lot or of any other person lawfully using the common property.

5. GENERAL

(a) a member shall not let any person into actual occupation (whether by means of lease or licence or however otherwise) of a member's lot save on the footing that such person is bound by these rules and/or other rules which may be in force with respect to that lot.

(b) a member or occupier shall not smoke at anytime indoor or in enclosed areas of the common property.

(c) the Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper management and running of the building.

(d) members shall observe the terms of any notice displayed by the Owners Corporation or of any statutory authority.

(e) where the Owners Corporation expends money to make good damage caused by a breach of the Owners Corporation Act 2006, regulation or these rules by any member or his or her tenants, guests, servants, employees, agents, children, invitees or licensees, the Owners Corporation shall be entitled to recover the amount so expended as a debt from the member of the lot at the time when the breach occurred.

6. 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 grievance committee or the Owners Corporation within 14 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 his or her behalf at the dispute resolution meeting.

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

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

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Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

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

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

MANNINGHAM

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2023 to 30 June 2024

029 0001290

LT Lei
Apt 201/83 Tram Road
DONCASTER VIC 3108

TAX INVOICE
Date of issue: 24 July 2023
Property ID: **800523**

Amount Due:
$171.70

Due Date:
30 September 2023

eRates
To receive your notice via email please register at:
erates.manningham.vic.gov.au

Property details

Apt 201/83 Tram Road
DONCASTER VIC 3108
Lot 201 PS 710536X Vol 11826 Fol 502

AVPCC: 125 - Strata unit or flat
Property Owner(s): LT Lei

Property valuation

Level of value date	1 January 2023
Valuation effective date	1 July 2023
Site value	$92,500
Capital improved value	$350,000
Net annual value	$17,500

Rates and charges

General Rate	0.00155331 x CIV $350,000.00	$543.60
Fire Service Levy Residential Fixed		$125.00
Fire Service Levy Residential Variable	0.000046 x CIV $350,000.00	$16.10

Payments or changes received after 14/07/2023 may not be included on this notice.
Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

Total $684.70

HOW TO PAY See reverse for details

Option A Four instalments

30/09/2023	$171.70
30/11/2023	$171.00
28/02/2024	$171.00
31/05/2024	$171.00

Please see reverse for further details

Amount Due
$171.70

Option B 10 instalments **(DIRECT DEBIT ONLY)**

15/09/2023	$72.70
16/10/2023	$68.00
15/11/2023	$68.00
15/12/2023	$68.00
15/01/2024	$68.00
15/02/2024	$68.00
15/03/2024	$68.00
15/04/2024	$68.00
15/05/2024	$68.00
17/06/2024	$68.00

Council Approved Direct Debit

Make direct debit payments in either four or 10 instalments from your nominated bank account. Apply online at **manningham.vic.gov.au/direct-debit-request-form**

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Payment Reference No:
8005233

BPAY
Biller Code:
1099
Reference No:
1008005233

Australia Post
13 18 16
Billpay Code:
0918
Reference No:
1752 6213 8

S001290Q01 0001290 #87379

Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano فارسی العربية

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

Property ID
800523

Property address
Apt 201/83 Tram Road DONCASTER VIC 3108

FIRST INSTALMENT $171.70

*918 175262138

When to pay

Option 1: Pay by four instalments
Four instalment amounts paid by the dates listed on the front page on this notice. This option can also be paid by Council Approved Direct Debit, please complete our online form.

Option 2: Pay by 10 instalments
This option is ONLY available by setting up a Council Approved Direct Debit. Please complete our online form to pay by this option. Instalment notices will not be issued if payment is made using this option.

Please note: We do not offer an option to pay in full on 15 February each year. You must pay all instalments by their due dates. For example, if you wish to make one payment each year – you need to do this by 30 September.

Payment difficulties
If you anticipate that you may have difficulty paying this account by the due date, please visit **manningham.vic.gov.au/rates-payment-plan**. This will provide you with an option to enter into a payment plan or defer payment of your rates. All payment plan requests must be made by completing a form. If you have any further enquiries, please contact Customer Service on 9840 9333.

Penalties for late payment
Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10% per annum. The interest rate to be charged is set under the *Penalty Interest Rates Act 1983*.

Arrears
Any arrears shown on the front of this notice are payable immediately and Council may take further action to recover the debt.

Pensioner rate concession
Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principle place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of the notice.

Low Income Health Care Card rate reduction
If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence. An application to Manningham Council is required each year for this to be granted.

Allocation of payments
All payments will be allocated in the following order:

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

Notice of valuation
The property described on the front of this notice has been valued as at 1 January 2023, those levels of value became effective for rating purposes from 1 July 2023. We use the capital improved value as the basis for calculation of the rate. Property valuations may also be used by other rating authorities for the purpose of a rate or tax.

For more information regarding valuations and their definitions, please visit: **manningham.vic.gov.au/property-valuations**

Objection to valuation
Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered. Please visit **ratingvaluationobjections.vic.gov.au** to complete the form.

Regardless of any objection having been made, the rates and charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against rates and charges
Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice.

Rate capping
We have complied with the Victorian Government's rate cap of 3.5 per cent. The cap applies to the average annual increase of rates. Rate capping does not apply to individual properties, the cap is in relation to the total rates revenue we can collect.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

i. The valuation of your property relative to the valuation of other properties in the municipal district

ii. The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

State Government Fire Services Property Levy
Council is required to collect money on behalf of the State Government for the Fire Services Property Levy (FSPL). This levy is passed on in full to the State Government to fund Fire Rescue Victoria. Further information can be found at **firelevy.vic.gov.au**

Change of details
Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting **manningham.vic.gov.au/update-your-rates-details**
For a change of ownership, a Notice of Acquisition must be submitted.

Receiving your rate notice via email
To receive your rate notice via email, please visit: **erates.manningham.vic.gov.au**

Date rates declared, Tuesday 27 June 2023.

HOW TO PAY

Council Approved Direct Debit

Pay by four instalments: direct debits will be deducted on the instalment due dates. Savings or cheque accounts only.

Pay by 10 instalments: direct debits will be deducted over 10 monthly instalments.

Apply online at **manningham.vic.gov.au/direct-debit-request-form.** Alternatively, please call us on 9840 9333.

In person

Payments can be made at Australia Post; or

Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8.00am to 5.00pm, Monday to Friday.

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Quote the Payment Reference Number shown on the front of this notice.

Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16.

Quote the Billpay Code and reference number shown on the front of this notice.

BPAY

Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make this payment from your cheque or savings account or credit card.

Quote the Biller Code and Customer Reference Number shown on the front of this notice.

Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'.

Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

Your quarterly bill

Yarra Valley Water

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

Emailed to: ralphitlei@gmail.com
MR LEI
12 SILVANA CT
DONCASTER EAST VIC 3109

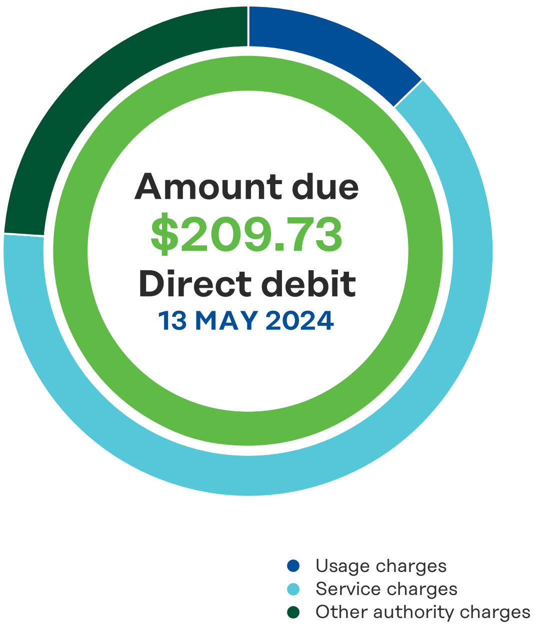
Account number	09 9689 8710
Invoice number	0997 6987 28761
Issue date	22 Apr 2024
Property address	APT 201, 83 TRAM RD DONCASTER
Property reference	5093448, PS 710536

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

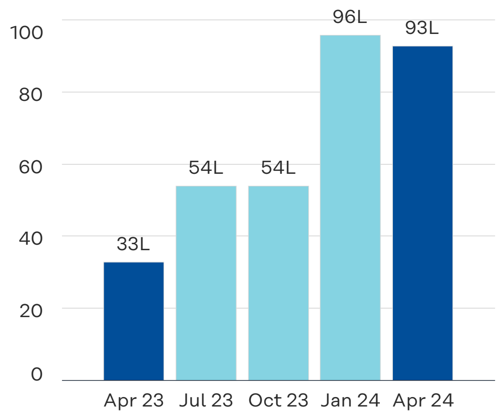
Previous bill	**$213.07**
Payment received thank you	-$213.07
Balance carried forward	**$0.00**
This bill	
Usage charges	$26.75
Service charges	
Water supply system	$20.03
Sewerage system	$114.47
Other authority charges	
Waterways and drainage	$29.38
Parks	$21.10
Adjustments	
Direct debit/ebilling discount	-$2.00
Total this bill (GST does not apply)	**$209.73**
Total balance	**$209.73**

Important note
Your bill includes the parks charge, which is now billed quarterly.



Your household's daily water use

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



Average use in litres per day

Your daily spend

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

This bill	Last year
$1.77	$1.56

Yarra Valley Water

How to pay

*3042 099769872876 1

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

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **996872327**

BPAY®
Biller code: **344366**
Ref: **099 6898 7100**

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

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

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **0997 6987 28761**

MR LEI

Account number	09 9689 8710
Invoice number	0997 6987 28761
Total due	**$209.73**
Direct debit	**13 May 2024**

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAAD042607	224kL -	216kL =	8kL
From 27 Jan 2024 - 22 Apr 2024			(86 days)

Water and sewer usage charge	Usage	Price $/kL	Amount
STEP 1 (0-440 litres per day)	8.000kL x	$3.3438 =	$26.75
Total	**8.000kL**		**$26.75**
Total usage charges			**$26.75**

Your charges explained

Water and sewer usage charge
27 January 2024 - 22 April 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

Water supply system charge
1 April 2024 - 30 June 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge
1 April 2024 - 30 June 2024
A fixed cost for running, maintaining, and repairing the sewerage system.

Other authority charges
Waterways and drainage charge
1 April 2024 - 30 June 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Parks charge
1 April 2024 - 30 June 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

J129028

Financial assistance

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

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

Contact us

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

Next meter reading:

Between 18-25 Jul 2024

Spotted a burst or leak?

To report an issue visit **yvw.com.au/reportfault**

Download and use the **Snap Send Solve** app

Call our 24-7 emergency hotline on **13 27 62**

View our live faults map at **faults.yvw.com.au**

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 May 2024 11:05 PM

PROPERTY DETAILS

Address:	**201/83 TRAM ROAD DONCASTER 3108**	
Lot and Plan Number:	**Lot 201 PS710536**	
Standard Parcel Identifier (SPI):	**201\PS710536**	
Local Government Area (Council):	**MANNINGHAM**	www.manningham.vic.gov.au
Council Property Number:	**800523**	
Planning Scheme:	**Manningham**	Planning Scheme - Manningham
Directory Reference:	**Melway 47 D1**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BULLEEN**

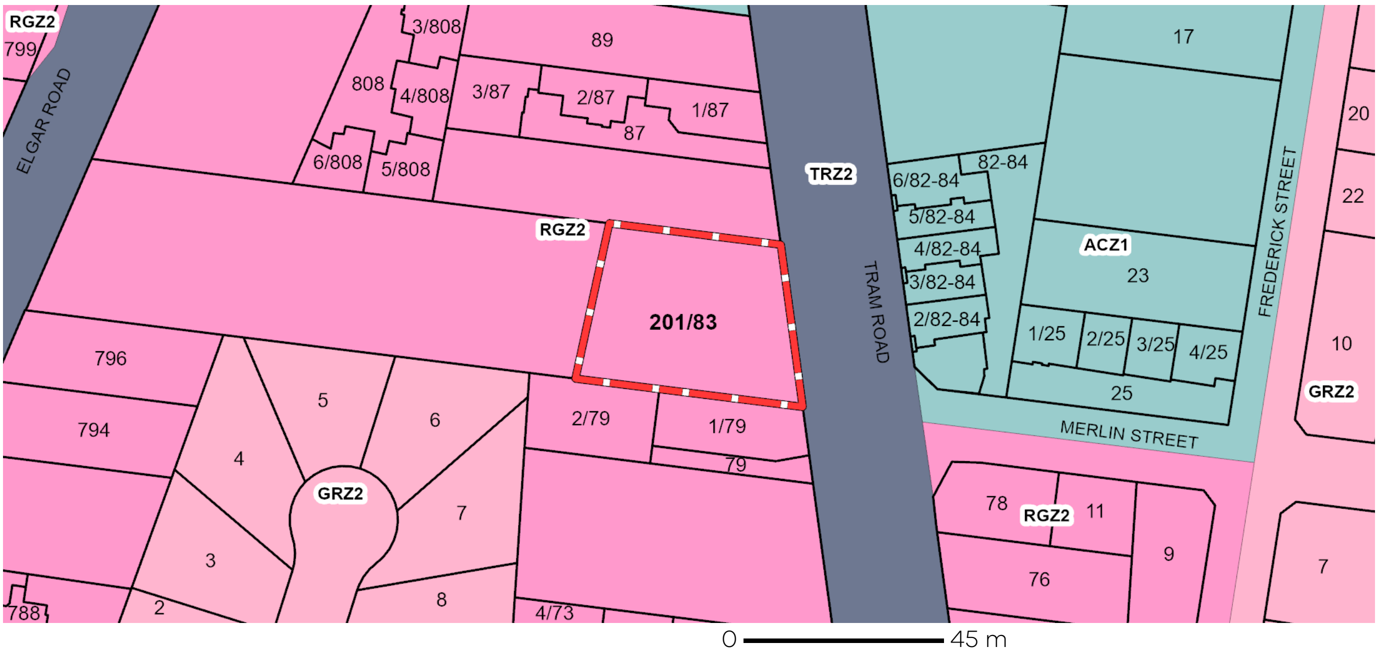
OTHER

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

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)



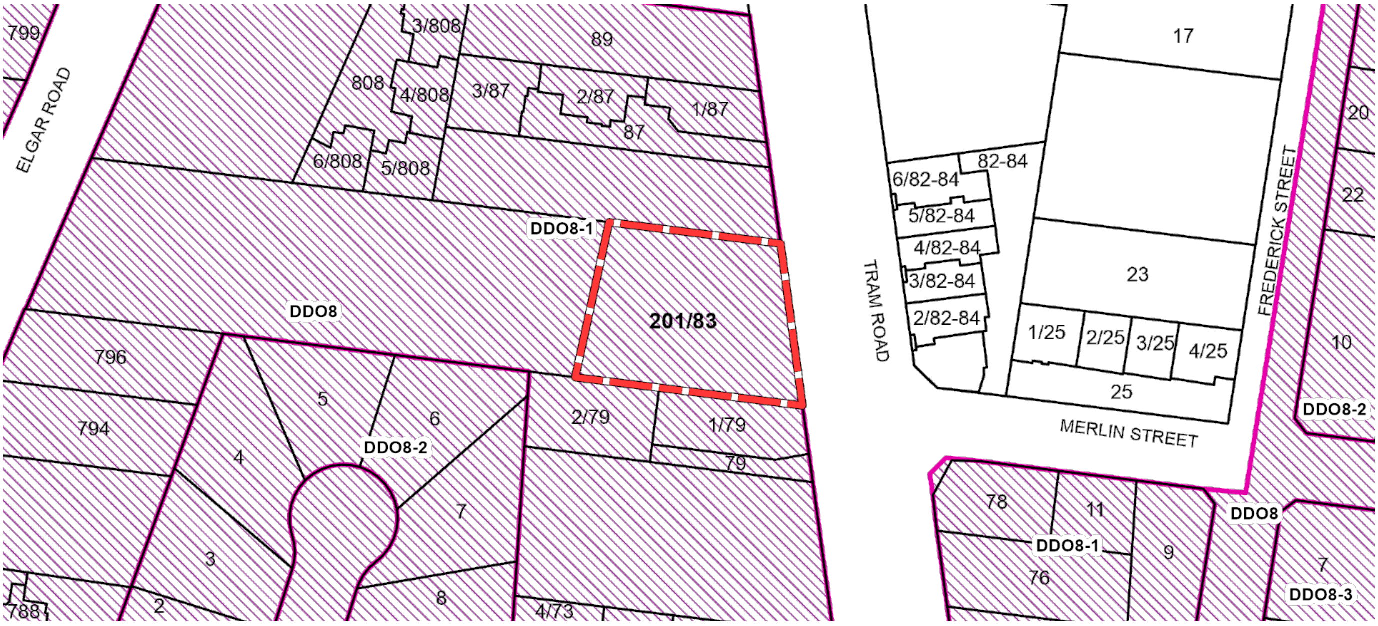
ACZ - Activity Centre
GRZ - General Residential
RGZ - Residential Growth
TRZ2 - Principal Road Network

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

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1 (DDO8-1)



DDO - Design and Development Overlay

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
PARKING OVERLAY (PO)

DCPO - Development Contributions Plan Overlay

PO - Parking Overlay

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

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

Further Planning Information

Planning scheme data last updated on 22 May 2024.

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

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

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

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

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

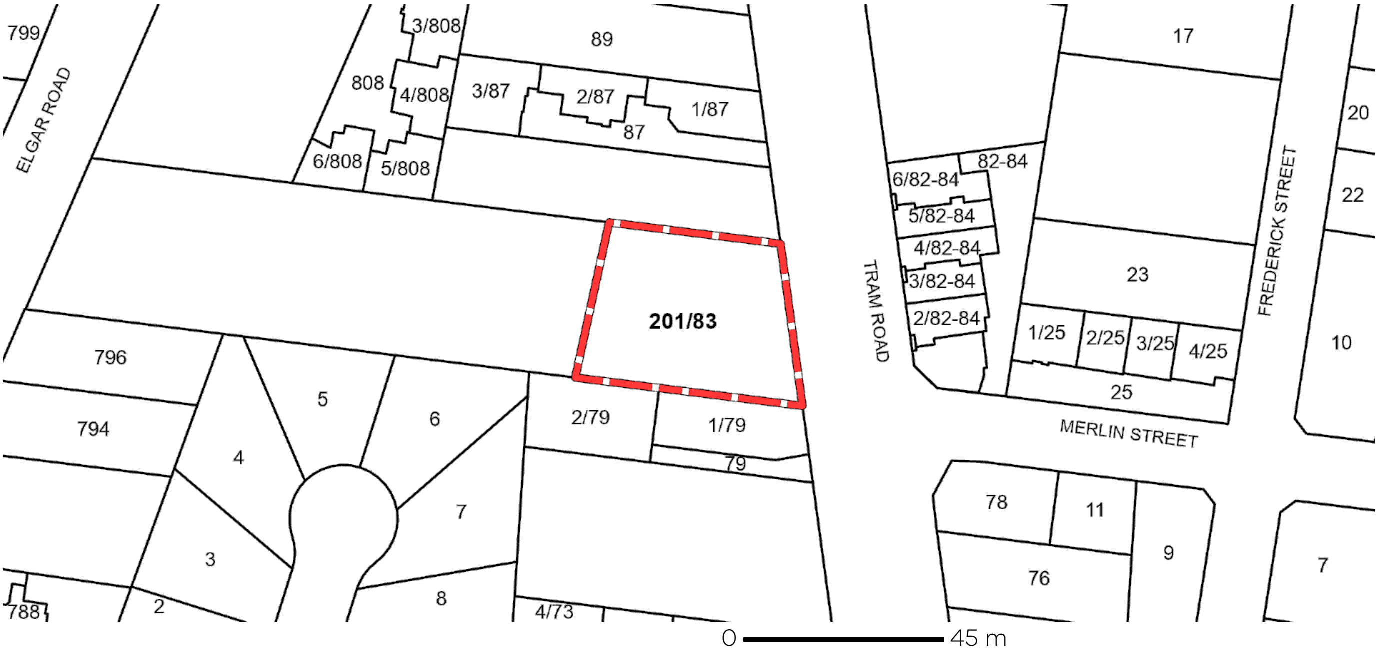
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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