



First Class Legal

YOUR PARTNER IN PROPERTY

ALISON JANE GIBBS

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 24, 316 Manningham Road, Doncaster, VIC, 3108

First Class Legal
6/94-96 Grimshaw Street
Greensborough VIC 3088
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Ref: 26/01154

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

Alison Jane Gibbs

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Obrien Real Estate - Blackburn

98 South Parade, Blackburn, VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 00411 061 796 Ref: Anthony Molinaro

Vendor

Alison Jane Gibbs

Vendor's legal practitioner or conveyancer

First Class Legal

6/94-96 Grimshaw Street, Greensborough VIC 3088

Email: olivia.cascone@firstclasslegal.com.au

Tel: 1300 956 321 Ref: 26/01154

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:..... Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below:

Certificate of Title reference		being lot	on plan
Volume	11490	Folio 720	24
			703358L

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 24, 316 Manningham Road, Doncaster, VIC, 3108**

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, window furnishings and electrical light fittings as inspected.

The following items are **NOT** sold with the land and will be removed before settlement:

- Refrigerator
- Bookcases
- Artwork
- Other personal items and furniture

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on _____

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- ☐ a residential tenancy for a fixed term ending on _____
- OR
- ☐ a periodic tenancy determinable by notice _____

Terms contract (general condition 30)

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report – See Special Condition 1 – applies only if the box is checked

- ☐ General condition 21 applies only if the box is checked

Pest report – See Special Condition 2 - applies only if the box is checked

- ☐ General condition 22 applies only if the box is checked

Vendor/Supplier GST withholding notice
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)
Notice to Purchaser

Vendor: Alison Jane Gibbs

Property: Unit 24, 316 Manningham Road, Doncaster, VIC, 3108

Certificate of Title: Volume 11490 Folio 720 being Lot 24 on Plan of Subdivision 703358L.

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

Special conditions

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

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

1. BUILDING REPORT

General condition 21 is deleted and replaced with the following:

- 1.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 1.2 The purchaser may end this contract within _____ days from the day of sale if the purchaser:
 - (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is:
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 1.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 1.4 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 1.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

2. PEST REPORT

General condition 22 is deleted and replaced with the following:

- 2.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 2.2 The purchaser may end this contract within _____ days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 2.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 2.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 2.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

3. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that they are purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

4. PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

6. GUARANTEE

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- 8.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 8.2 If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 8.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 8.4 This Special Condition will not merge on completion.

9. SETTLEMENT RE-SCHEDULING FEE

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$385.00 (GST inclusive) to

reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Solicitors at settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the

vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or

- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects

of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
 - (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

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

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

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

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

ANNEXURE A
DIRECTOR'S GUARANTEE

We.....

Of.....

(Hereinafter called "the Guarantors") which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the..... day of
..... 20.....

Signed by the said)
in the presence of)

.....
Signed by the said)
in the presence of)

.....



First Class Legal

YOUR PARTNER IN PROPERTY

ALISON JANE GIBBS

VENDOR STATEMENT

Property: Unit 24, 316 Manningham Road, Doncaster, VIC, 3108

First Class Legal
6/94-96 Grimshaw Street
Greensborough VIC 3088
Email: olivia.cascone@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 26/01154

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Unit 24, 316 Manningham Road, Doncaster, VIC, 3108	
Vendor's name	Alison Jane Gibbs	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

- (a) Their total does not exceed \$6,900.00.
- (b) The Purchaser may become liable for land tax in the future depending on other land ownership and future use. See attached Property Clearance Certificate for further information.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below:
Not applicable.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Land Subject to Tax Reform Scheme

- (a) The land is not land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
- (b) The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 Act) most recently allocated to the land is 125.
- (c) If the land is land tax reform scheme land, the entry date of the land becoming land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is as follows: Not applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- Is in the attached copies of title documents and property enquiry certificates.

The Purchaser should note there may be sewers, drains, water pipes, underground and/or overhead electricity or telephone cables, underground gas pipes which are laid outside registered easements and which are not required to be registered on the lot on the Plan of Subdivision.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction unless referred to in the attached property enquiry certificates.

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:

None to the knowledge of the Vendor. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

Agricultural Chemicals

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

Nil.

4.2 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Attached is a current owners corporation certificate with its accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation 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:

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

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Register Search Statement Volume 11490 Folio 720
Plan of Subdivision 703358L
Owners Corporation Basic Report
Manningham City Council Rates Notice
Yarra Valley Water Information Statement
Property Clearance Certificate (Land Tax)
Owners Corporation Certificate
Planning Certificate
Planning Property Report
Due Diligence Checklist

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

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

VOLUME 11490 FOLIO 720

Security no : 124132132910A

Produced 13/02/2026 09:37 AM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 703358L.

PARENT TITLES :

Volume 08446 Folio 165 to Volume 08446 Folio 166

Created by instrument PS703358L 08/05/2014

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ALISON JANE GIBBS of UNIT 10 39-41 LESLIE STREET DONVALE VIC 3111

AQ024633P 08/07/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ024634M 08/07/2017

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 PS703358L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 24 316 MANNINGHAM ROAD DONCASTER VIC 3108

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING

Effective from 08/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS703358L

DOCUMENT END

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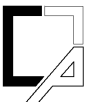
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Document Type	Plan
Document Identification	PS703358L
Number of Pages (excluding this cover sheet)	7
Document Assembled	13/02/2026 09:46

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PLAN OF SUBDIVISION		STAGE NO _____	LRS USE ONLY EDITION 1	PLAN NUMBER PS 703358L
LOCATION OF LAND		COUNCIL CERTIFICATION AND ENDORSEMENT		
PARISH: BULLEEN TOWNSHIP: - SECTION: - PART OF UNWINS CROWN SPECIAL SURVEY LAST PLAN REF: LOTS 43 & 44 ON LP60597 TITLE REFERENCE: VOL 8446 FOL 165 & VOL 8446 FOL 166 POSTAL ADDRESS: 316 & 318 MANNINGHAM ROAD DONCASTER, 3108 MGA 94 CO-ORDINATES: E 334 035 OF APPROX. CENTRE N 5 817 465 OF LAND IN PLAN ZONE 55		COUNCIL NAME: CITY OF MANNINGHAM REF: (1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. (2) THIS PLAN IS CERTIFIED UNDER SEC. 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / (3) THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988 OPEN SPACE: (A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE (B) THE REQUIREMENT HAS BEEN SATISFIED (C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE: COUNCIL DELEGATE COUNCIL SEAL SURVEYOR'S PLAN VERSION DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL SURVEYOR'S PLAN VERSION DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: 37, 39 IN PROCLAIMED SURVEY AREA NUMBER: LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERNAL FACE OF LOTS: ALL BOUNDARIES COMMON PROPERTY No 1 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 1 THE POSITIONS OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE & SEWERAGE	2.44	LP 60597	LOTS ON LP 60597
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER
E-1	DRAINAGE	2.44	THIS PLAN	MANNINGHAM CITY COUNCIL
LRS USE ONLY				
STATEMENT OF COMPLIANCE EXEMPTION STATEMENT				
RECEIVED ☒				
DATE 29 / 04 / 2014				
LRS USE ONLY				
PLAN REGISTERED				
TIME 10:49am				
DATE 08 / 05 / 2014				
B Puniarangan ASSISTANT REGISTRAR OF TITLES				
SHEET 1 OF 6 SHEETS				
 CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@craurvey.com.au Bolwyn Vic 3103 Tel: 03 9890 0933			LICENSED SURVEYOR: P.J.S. TYNKKYNNEN SIGNATURE: DIGITALLY SIGNED REF: 4295PS1 VERSION: 7 (14.04.14)	
			DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER

PS 703358L

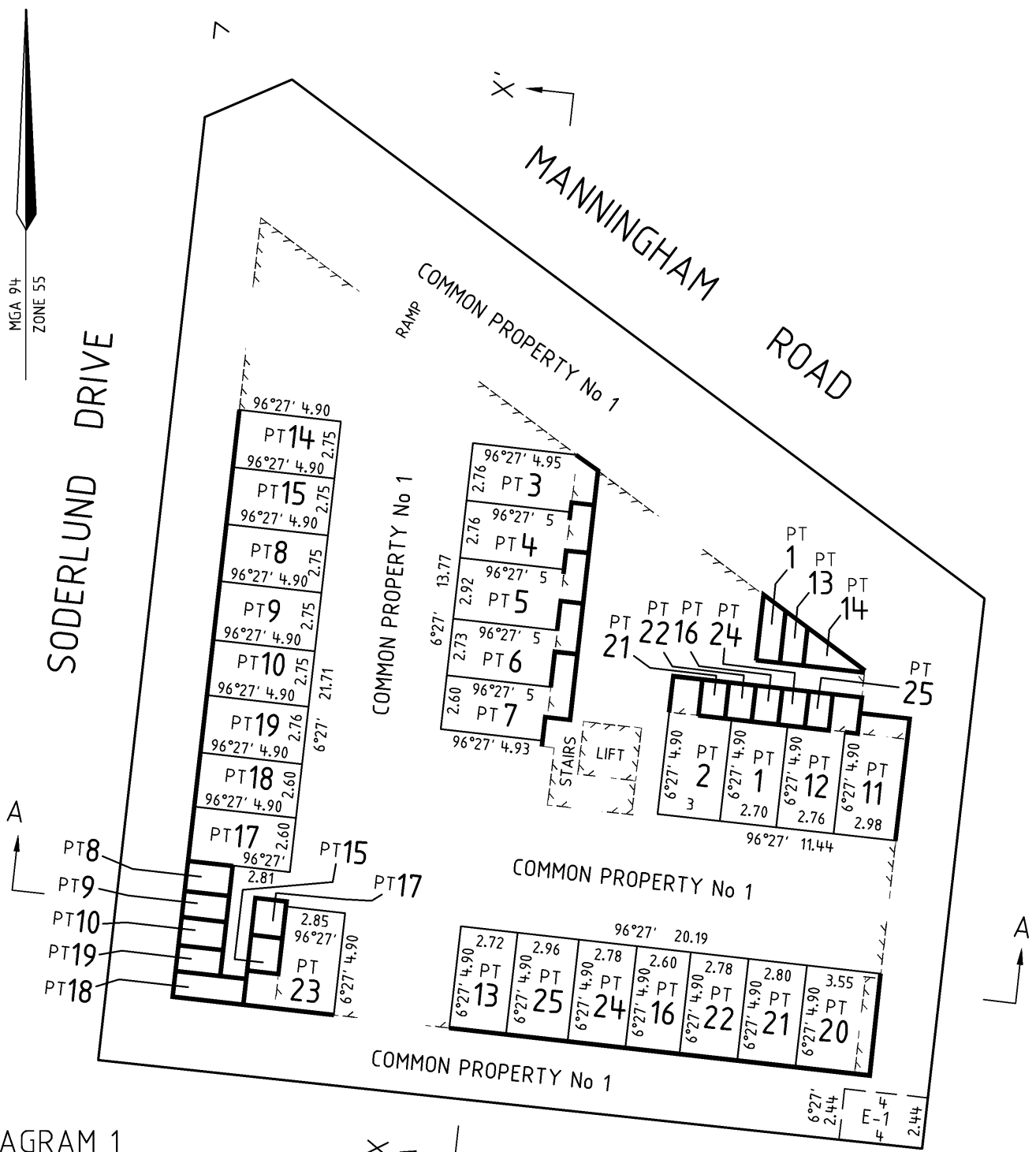


DIAGRAM 1
BASEMENT FLOOR

SCALE 1:200

2 0 2 4 6 8 10 12

LENGTHS ARE IN METRES

— — — INDICATES EXTENT OF EASEMENT

--- INDICATES LOCATION OF STRUCTURE



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DEVELOPMENT CONSULTANTS

7A/346 Belmore Road office@craurvey.com.au
Bolwyn Vic 3103 Tel: 03 9890 0933

LICENSED SURVEYOR: P.J.S. TYNKKYNNEN

SIGNATURE DATE / /

REF: 4295PS1

VERSION: 7 (14.04.14)

SHEET 2

DATE / /

.....
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

	PLAN OF SUBDIVISION	STAGE NO —	PLAN NUMBER PS 703358L
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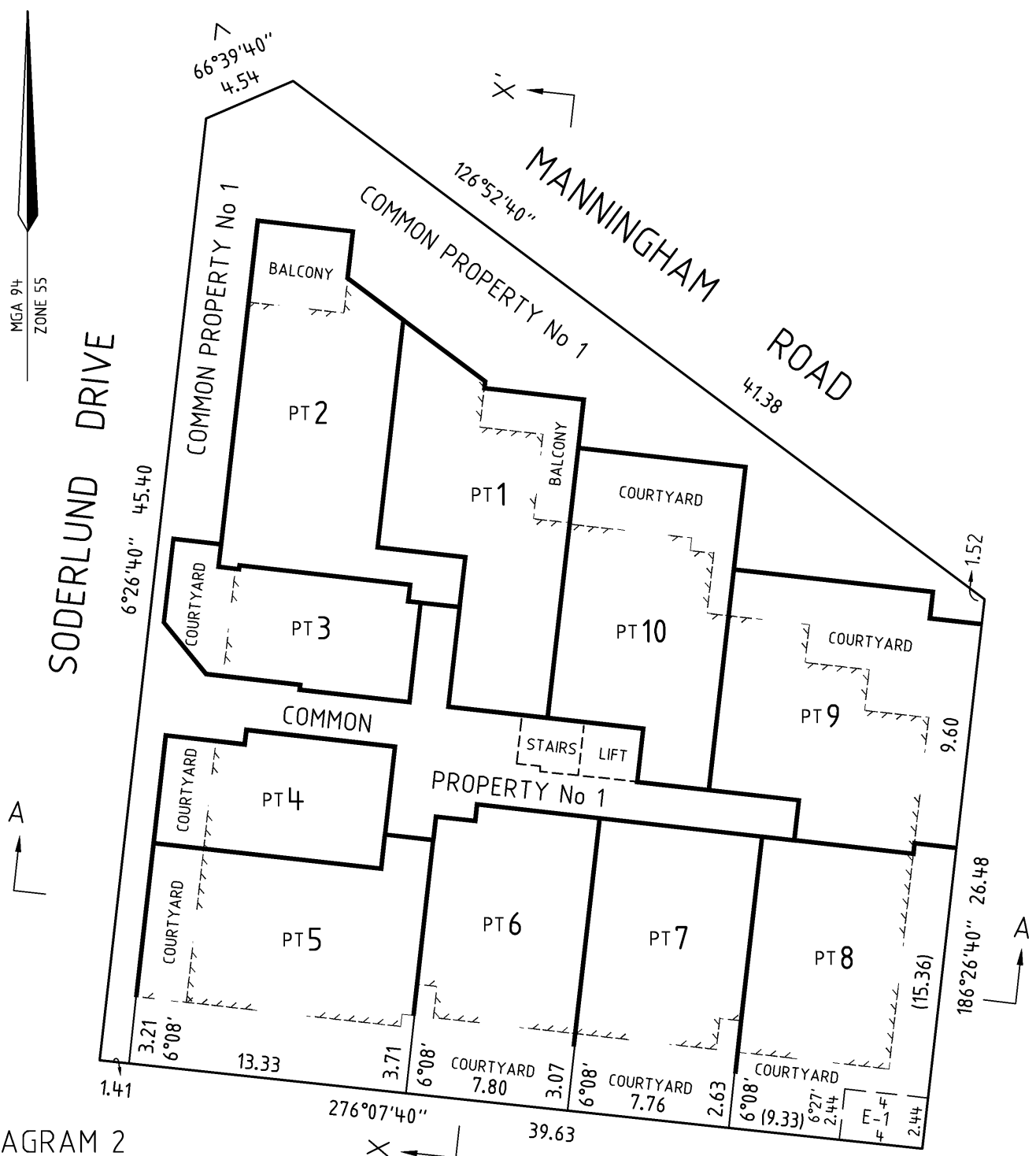
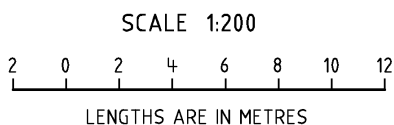


DIAGRAM 2
GROUND FLOOR



— — — INDICATES EXTENT OF EASEMENT
- - - - - INDICATES LOCATION OF STRUCTURE



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SIGNATURE _____ DATE / /

REF: 4295PS1

VERSION: 7 (14.04.14)

SHEET 3

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

	PLAN OF SUBDIVISION	STAGE NO —	PLAN NUMBER PS 703358L
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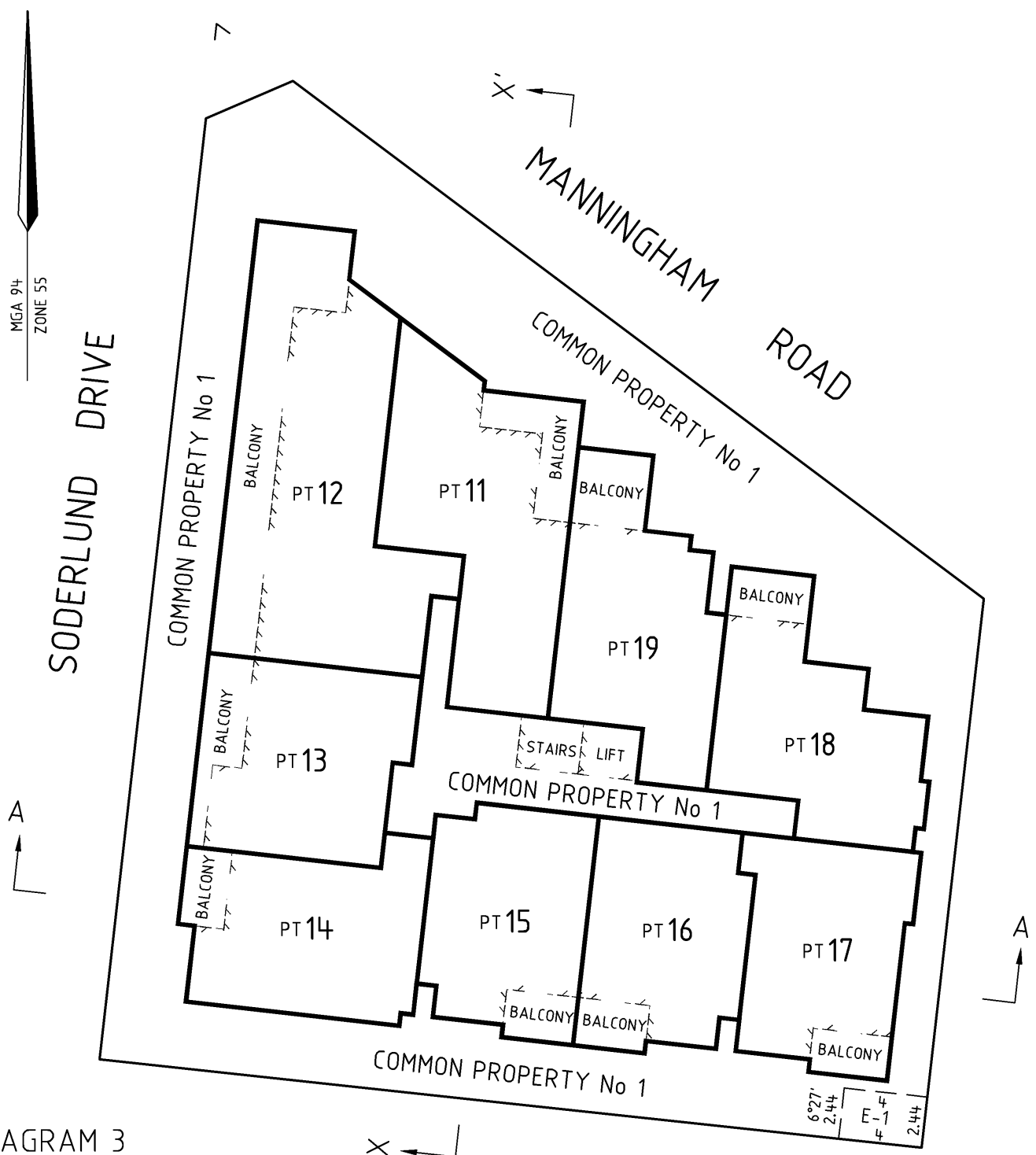


DIAGRAM 3
FIRST FLOOR

SCALE 1:200
2 0 2 4 6 8 10 12
LENGTHS ARE IN METRES

— — — INDICATES EXTENT OF EASEMENT
- - - - - INDICATES LOCATION OF STRUCTURE



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SIGNATURE DATE / /

REF: 4295PS1

VERSION: 7 (14.04.14)

SHEET 4

DATE / /

.....
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

	PLAN OF SUBDIVISION	STAGE NO —	PLAN NUMBER PS 703358L
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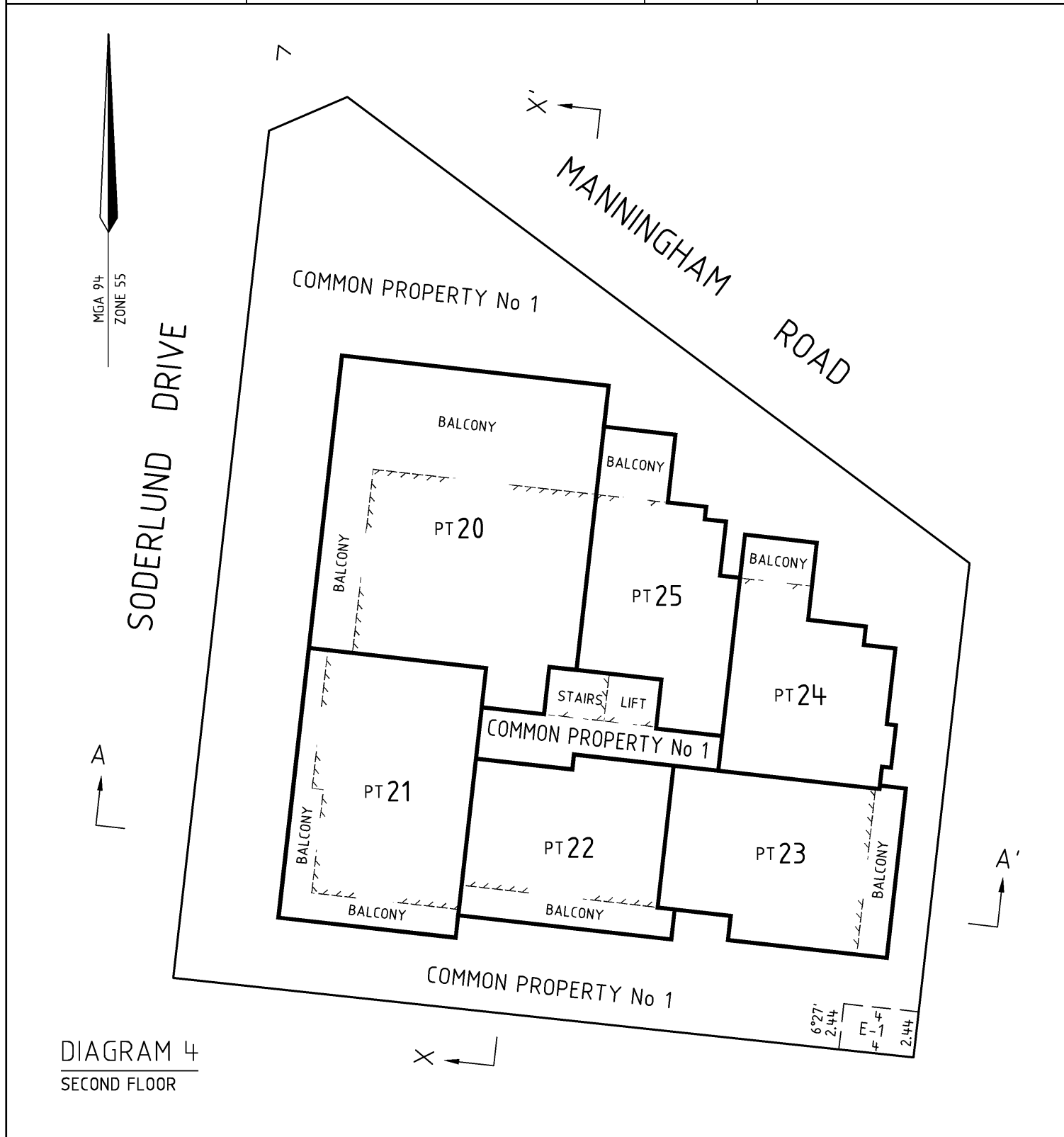
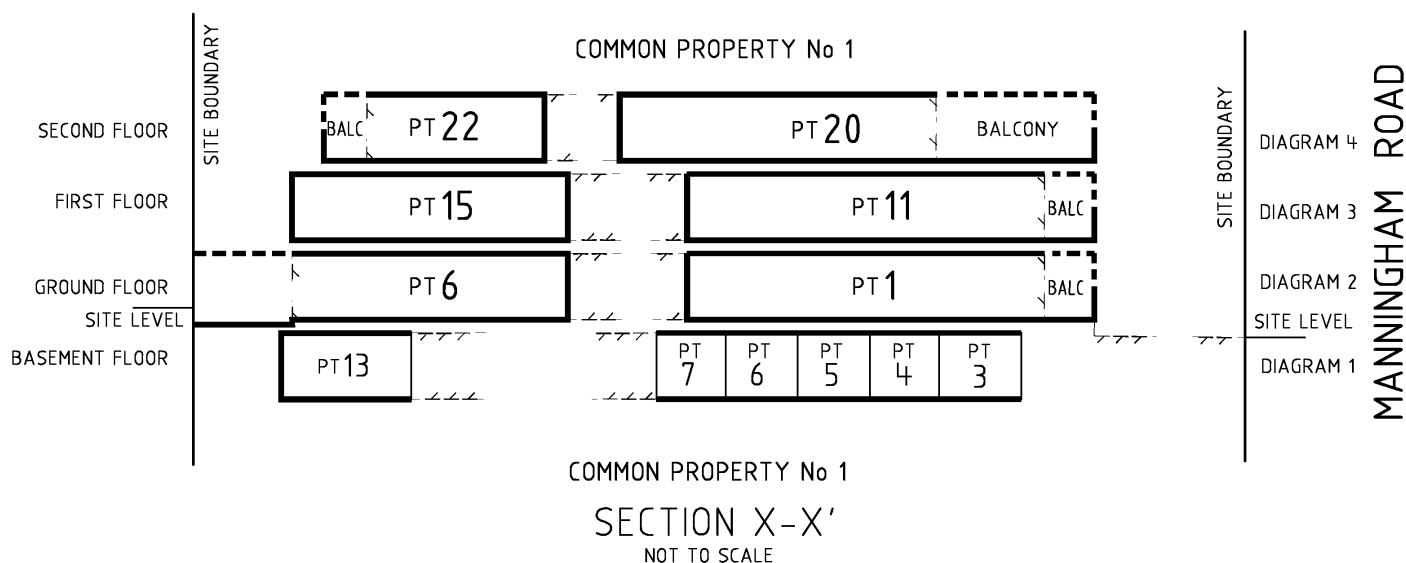
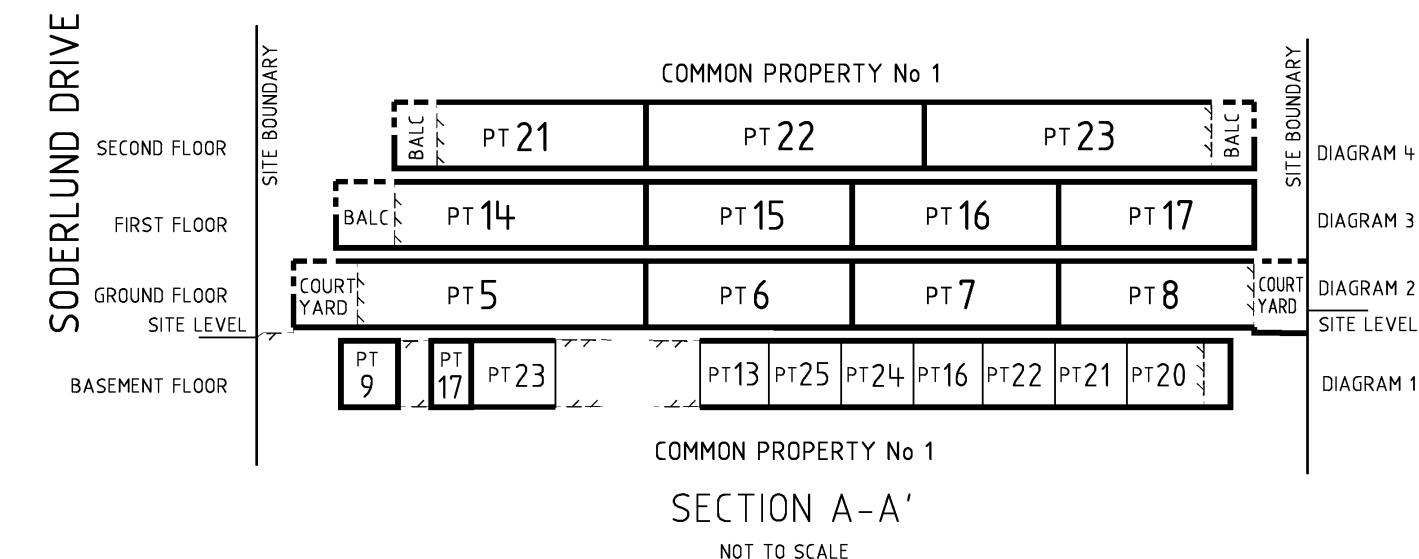


DIAGRAM 4
SECOND FLOOR

SCALE 1:200 2 0 2 4 6 8 10 12 LENGTHS ARE IN METRES		— — — INDICATES EXTENT OF EASEMENT - - - - - INDICATES LOCATION OF STRUCTURE	SHEET 5
 CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Bolwyn Vic 3103 Tel: 03 9890 0933	LICENSED SURVEYOR: P.J.S. TYNKKYNNEN SIGNATURE _____ DATE / / REF: 4295PS1 VERSION: 7 (14.04.14)		DATE / / _____ COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

	PLAN OF SUBDIVISION	STAGE NO —	PLAN NUMBER PS 703358L
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— — — INDICATES EXTENT OF EASEMENT
- - - - - INDICATES LOCATION OF STRUCTURE



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DEVELOPMENT CONSULTANTS

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LICENSED SURVEYOR: P.J.S. TYNKKY~~NEN~~

SIGNATURE DATE / /

REF: 4295PS1

VERSION: 7 (14.04.14)

SHEET 6

DATE / /

.....
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Plan of Subdivision PS703358L

Concurrent Certification and Statement of Compliance (Form 3)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S043151M

Plan Number: PS703358L

Responsible Authority Name: Manningham City Council

Responsible Authority Reference Number 1: PL13/023903

Responsible Authority Reference Number 2: SC13/006681

Surveyor's Plan Version: 7 (14.04.14)

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Jeff Gower

Organisation: Manningham City Council

Date: 23/04/2014



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 13/02/2026 09:46:50 AM

OWNERS CORPORATION 1
PLAN NO. PS703358L

The land in PS703358L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 25.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

40 BARRINGTON DRIVE ASHWOOD VIC 3147

OC021921K 08/05/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC021922H 08/05/2014

Additional Owners Corporation Information:

OC021921K 08/05/2014

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	575	100
Lot 2	575	103
Lot 3	385	54
Lot 4	380	52
Lot 5	500	87
Lot 6	490	82



Department of Transport and Planning

Owners Corporation Search Report

Produced: 13/02/2026 09:46:50 AM

OWNERS CORPORATION 1
PLAN NO. PS703358L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	490	82
Lot 8	490	76
Lot 9	495	79
Lot 10	490	81
Lot 11	575	104
Lot 12	620	111
Lot 13	480	80
Lot 14	485	78
Lot 15	490	76
Lot 16	475	74
Lot 17	475	74
Lot 18	495	81
Lot 19	490	78
Lot 20	645	126
Lot 21	645	106
Lot 22	520	82
Lot 23	540	92
Lot 24	505	79
Lot 25	510	81
Total	12820.00	2118.00

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

Statement End.

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2025 to 30 June 2026

A Gibbs
24/316 Manningham Road
DONCASTER VIC 3108

TAX INVOICE

Date of issue: 21 July 2025

Property ID: **781965**

You are currently registered to pay by Direct Debit. Payments will be deducted as shown below in Option B. If your account details remain the same, no further action is required.



To receive your notice via email, please register at:

erates.manningham.vic.gov.au

Property details

24/316 Manningham Road
DONCASTER VIC 3108
Lot 24 PS 703358L Vol 11490 Fol 720

AVPCC: 125 - Strata unit or flat

Property Owner(s): A Gibbs

Property valuation

Level of value date	1 January 2025
Valuation effective date	1 July 2025
Site value (SV)	\$112,500
Capital improved value (CIV)	\$480,000
Net annual value (NAV)	\$24,000

Council Rates and Charges

General Rate	0.00157946 X CIV	\$758.10
Council Rates and Charges Total		\$758.10

State Government Charges

ESVF Residential Fixed		\$136.00
ESVF Residential Variable	0.000173 X CIV	\$83.00
State Government Charges Total		\$219.00

Emergency Services and Volunteers Fund (ESVF) - previously known as Fire Services Property Levy

Payments or changes received after 13/07/2025 may not be included on this notice.

TOTAL \$977.10

You are on Direct Debit, no action is required. Direct Debit will continue unless Council are otherwise notified.

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

HOW TO PAY See reverse for details

Option A - 4 instalments

30/09/2025	\$245.10
30/11/2025	\$244.00
28/02/2026	\$244.00
31/05/2026	\$244.00

Please see reverse for further details

Option B - 10 instalments (DIRECT DEBIT ONLY)

15/09/2025	\$95.10
15/10/2025	\$98.00
17/11/2025	\$98.00
15/12/2025	\$98.00
15/01/2026	\$98.00
16/02/2026	\$98.00
16/03/2026	\$98.00
15/04/2026	\$98.00
15/05/2026	\$98.00
15/06/2026	\$98.00

Amount Due

Direct Debit - Option B



Make direct debit payments in either 4 or 10 instalments from your nominated bank account. Apply online at manningham.vic.gov.au/direct-debit-request-form You can only apply for this option if the rates are paid up to date.



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

Online payments

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

Payment Reference No:
7819659



Bill Code:
1099
Reference No:
1007819659



Billpay Code:
0918
Reference No:
1800 8322 2

Property ID
781965

Property address
24/316 Manningham Road DONCASTER VIC 3108

FIRST INSTALMENT \$245.10



*918 180083222

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.

When to pay

Option 1: Pay by 4 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.

Single Payment

We do not offer an option to pay in full on 15 February each year. 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 or payment deferment 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 will be charged interest in line with the penalty interest rate at 10 per cent per annum. Interest accrues from the instalment due date until date of payment.

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 Emergency Services and Volunteers Fund for your principal 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 and charges owing

Notice of valuation

The property described on the front of this notice has been valued as at 1 January 2025, those levels of value became effective for rating purposes from 1 July 2025. 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 2 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 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 Emergency Services and Volunteer Fund (ESVF)

Council is required to collect money on behalf of the State Government for the Emergency Services and Volunteer Fund (ESVF). This levy is passed on in full to the State Government to fund Victoria's emergency services. For further information, please visit sro.vic.gov.au/esvf or contact the ESVF support line 1300 819 033.

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, Monday 30 June 2025.

HOW TO PAY



Pay by 4 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 8.30am 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.



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.

13th February 2026

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA

Dear First Class Legal C/- InfoTrack (InTouch) C/- LAND,

RE: Application for Water Information Statement

Property Address:	24/316 MANNINGHAM ROAD DONCASTER 3108
Applicant	First Class Legal C/- InfoTrack (InTouch) C/- LAND LANDATA
Information Statement	31011212
Conveyancing Account Number	7959580000
Your Reference	62288

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	24/316 MANNINGHAM ROAD DONCASTER 3108
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	24/316 MANNINGHAM ROAD DONCASTER 3108
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STATEMENT UNDER SECTION 158 WATER ACT 1989

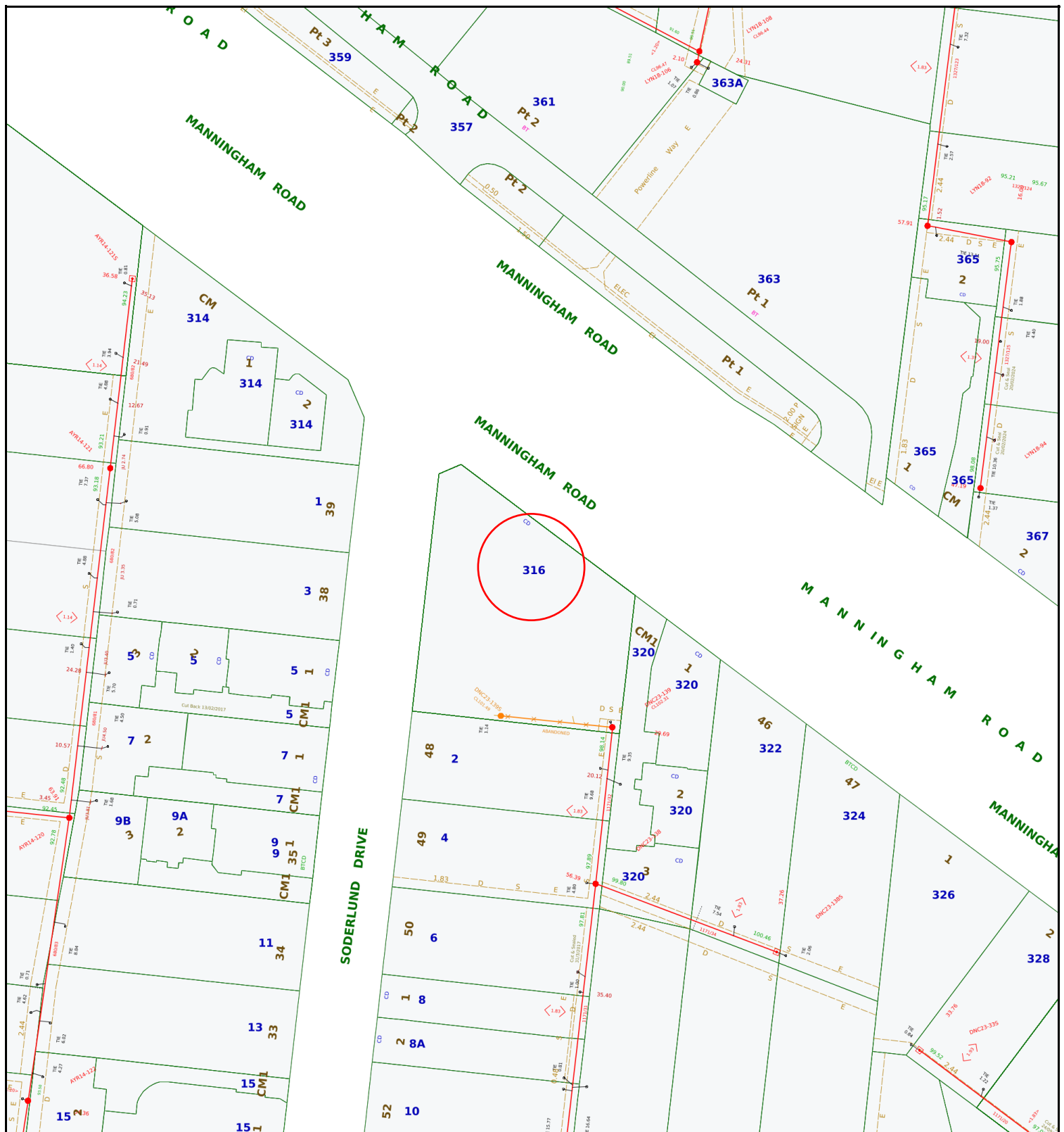
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 31011212**

Address	24/316 MANNINGHAM ROAD DONCASTER 3108
Date	13/02/2026
Scale	1:1000



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

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

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6912469182
Rate Certificate No: 31011212

Date of Issue: 13/02/2026
Your Ref: 62288

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 24/316 MANNINGHAM RD, DONCASTER VIC 3108	24\PS703358	5078730	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 12.000000kL x \$3.57240000 = \$42.87</i> Estimated Average Daily Usage \$0.46	22-10-2025 to 23-01-2026	\$42.87	\$42.87
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$236.55



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5078730

Address: UNIT 24/316 MANNINGHAM RD, DONCASTER VIC 3108

Water Information Statement Number: 31011212

HOW TO PAY



Bill Code: 314567
Ref: 69124691822

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	26/01154
Certificate No:	97704702
Issue Date:	13 FEB 2026
Enquiries:	ESYSPROD

Land Address: UNIT 24, 316 MANNINGHAM ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41262744	24	703358	11490	720	\$0.00

Vendor: ALISON GIBBS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ALISON JANE GIBBS	2026	\$112,500	\$0.00	\$0.00

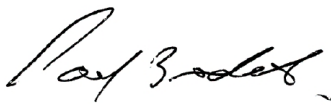
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$480,000
SITE VALUE (SV):	\$112,500
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 97704702

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 and Vacant Residential 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 including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$112,500

Calculated as \$975 plus (\$112,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97704702

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: 97704702

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference: 26/01154

Certificate No: 97704702

Issue Date: 13 FEB 2026

Enquires: ESYSPROD

Land Address: UNIT 24, 316 MANNINGHAM ROAD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41262744	24	703358	11490	720	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$480,000

SITE VALUE: \$112,500

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97704702

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	26/01154
Certificate No:	97704702
Issue Date:	13 FEB 2026

Land Address: UNIT 24, 316 MANNINGHAM ROAD DONCASTER VIC 3108

Lot	Plan	Volume	Folio
24	703358	11490	720

Vendor: ALISON GIBBS
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 97704702

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 97704704 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: 97704704 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.
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3 March 2026

Received via email: ownerscorp@infotrack.com.au

Dear Sir/Madam

Re: Owners Corporation Certificate request for PS703358L
Lot 24 (Unit 24) 316-318 Manningham Road, Doncaster VIC 3108

As requested, enclosed is an Owners Corporation Certificate for the above owner's corporation. Upon settlement, please confirm the purchaser's name, address for service of notices and telephone contact numbers if possible.

A notice of Acquisition/Disposition is required to be sent and a request to be formally made to the Owners Corporation in writing 4 days prior to settlement about any changes and confirm, if any outstanding Owners Corporation Fees apply to the lot.

Email requests for updates (on current fees outstanding) are available to the person to whom the certificate was issued for a period not exceeding ninety (90) days from the date of issue.

For further information, please contact the author only.

Yours sincerely,



Candie Bowman

Strata Manager

Enc: Owners Corporation Certificate
Copy of the minutes of the 2025 AGM
Balance Sheet as at 03/03/2026
Certificate of Currency
Schedule 2 - Copy of Model Rules & Special Rules
Schedule 3 – Statement of advice & information for prospective purchasers & lot owners

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006

Regulation 16 Owners Corporations Regulations 2018

Owners Corporation No. 1: Plan No. PS703358L

Property Address: 250-252 Dandenong Road, St Kilda East VIC 3183

This certificate is issued for: Lot 24 on Plan of Subdivision No: PS703358L

Postal Address: 24/ 316-318 Manningham Road, Doncaster VIC 3108

Applicant for Certificate: Infotrack on behalf of First Class Legal

Certificate Delivery Address: ownerscorp@infotrack.com.au

Important: The information in this certificate is issued on 3rd of March 2026. You can inspect the Owners Corporation register for additional information (fees apply pursuant to Section 150 of the Owners Corporation Act). You should obtain a new certificate for current information prior to settlement.

a.	The current annual fees for the Lot are as follows:															
	<table><tr><th>Period</th><th>Levy Amount</th><th>Due Date</th><th>Paid/ Unpaid</th></tr><tr><td>01/04/2026 – 30/06/2026</td><td>\$1,132.00</td><td>01/04/2026</td><td>Not Yet Due</td></tr><tr><td>01/01/2026 – 31/03/2026</td><td>\$1,132.00</td><td>01/01/2026</td><td>Paid</td></tr></table>				Period	Levy Amount	Due Date	Paid/ Unpaid	01/04/2026 – 30/06/2026	\$1,132.00	01/04/2026	Not Yet Due	01/01/2026 – 31/03/2026	\$1,132.00	01/01/2026	Paid
Period	Levy Amount	Due Date	Paid/ Unpaid													
01/04/2026 – 30/06/2026	\$1,132.00	01/04/2026	Not Yet Due													
01/01/2026 – 31/03/2026	\$1,132.00	01/01/2026	Paid													
b.	The date which the fees for the Lot have been paid up to is:															
	Paid up to 31/03/2026															
c.	The total of any unpaid fees or charges for the lot is:															
	Total unpaid fees is Nil as at 03/03/2026.  Biller Code: 96503 Ref: 225953686397475															
d.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:															
	<table><tr><th>Strike Date</th><th>Description</th><th>Due Date</th></tr><tr><td>N/A</td><td>N/A</td><td>N/A</td></tr></table>				Strike Date	Description	Due Date	N/A	N/A	N/A						
Strike Date	Description	Due Date														
N/A	N/A	N/A														
e.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above:															

	N/A
f.	The Owners Corporation has the following insurance cover:
	Please see attached relevant document.
g.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:
	N/A
h.	The total funds held by the Owners Corporation as at the issue date of this Certificate:
	Refer Balance Sheet attached.
i.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:
	N/A
j.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:
	• <i>Caretaking /cleaning–Hi-Clean Service</i> • <i>Owners Corporation Manager – Select Strata Communities</i> • <i>Gardening – Jadetran Pty Ltd</i> • <i>Essential Fire Services – LinkFire Pty Ltd</i> • <i>Waste & Recycling – Waste Wise Environmental</i>
k.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details:
	The building contains a centralised hot water system and communal gas meters. The gas supplier for the property is Origin Energy. Each apartment has an individual hot water meter. Residents are individually charged by Origin Energy for the gas to heat the hot water which is determined by the hot water usage of the apartment. Origin Energy also charge residents a flat fee for the gas to operate the cook top. Hot water consumption charges for each apartment are calculated by Owners Corporation based on hot water meter readings provided by Origin Energy and water usage costs charged to the owner's corporation by Yarra Valley Water. Hot water consumption is charged by the owner's corporation as an additional fee to owners. Hot water consumption charges have been calculated to 24/04/25. Hot water consumption charges from 24/04/25 to 21/07/25 are yet to be determined by the Owners Corporation and therefore the fee payable cannot be determined as at the date of this certificate. For reference, hot water usage for the period 28/01/25 to 24/04/25 was \$14.25 for this Lot and the previous period 24/10/2024 to 20/01/2025 was \$17.34 As at 03/03/2026 We are yet to receive an invoice from Yarra Valley Water for the period 24/04/2025 to 03/03/2026.
l.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, provide details:

	Not aware of any as at 3 rd of March 2026.
m.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, provide details:
	(a) Legal action may be initiated from time to time to recovery unpaid debt/fees. (b) Not aware of any as at 3rd March 2026.
n.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, provide details:
	PB Management Pty Ltd trading as Select Strata Communities 711 High Street, Kew East Vic 3102.
o.	Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
	No administrator has been appointed.
p.	Documents required to be attached to the Owners Corporation Certificate are:
	• A copy of the last Annual General Meeting Minutes; • A copy of the registered Owners Corporation Rules; • A copy of the Model Rules • A copy of the "Statement of advice and information for prospective purchasers and lot owners".
q.	<u>NOTE:</u> More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation Register in writing to: PB Management Pty Ltd trading as Select Strata Communities 711 High Street, Kew East Vic 3102.

This Owners Corporation Certificate was prepared on 3rd March 2026 by:

Candie Bowman
Strata Manager
Select Strata Communities

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. PS703358L

FILE COPY

ADDRESS OF OWNERS CORPORATION: 316-318 Manningham Road DONCASTER VIC 3108

Manager: Candie Bowman

Date, place and time of Meeting:

The meeting was held on Tuesday 14th October 2025 at 06:00 pm, at MC Square - Donvale Room, 687 Doncaster Road, Doncaster VIC 3108.

a) The attendance list for this meeting is attached hereto.

b) The following documents are included behind the Minutes as required by s72(2) of the Owners Corporations Act 2006:

- Adopted Budget

Should you have any questions, please do not hesitate to contact our office.

Kind regards,



Candie Bowman
Manager
Ph: (03) 9862 3720
cbowman@selectsc.com.au

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MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. PS703358L

The Annual General Meeting was held on 14th October 2025 at 06:00 pm. The meeting was held at MC Square - Donvale Room, 687 Doncaster Road, Doncaster VIC 3108.

Attendance List: The following owners were represented:

Name:	Initials:	Lot No.:
Saverio Pezzin and Miriam Pezzin	SP and MP	Lot 2
Anna Mamasis	AM	Lot 11
Allan Robertson	AR	Lot 12
Gavin McClintock	GM	Lot 13
Egon Cyganek and Karin Cyganek	EC and KC	Lot 20
Mario Monaco	MM	Lot 21
Alison Gibbs	AG	Lot 24
Chris and Karen Gerdes	CG and KG	Lot 18

James Parnell and Candie Bowman from Select Strata Communities were also in attendance.

Apologies:

Name:	Initials:	Lot No.:
Mladen Drljaca	MD	Lot 7
Liesl Christopoulos	LC	Lot 14

Proxies:

Stephen Simeoni as proxy for Luke Simeoni Lot 25
--

1. Quorum: A quorum was not present. The meeting proceeded but all decisions are interim decisions which will become decisions of the Owners Corporation if no notice of a special general meeting is given within 29 days of the meeting.

Section 78 (3) of the Act states the minutes must be accompanied by a notice setting out the effect of sub-section (4) in that interim resolutions become resolutions of the Owners Corporation.

Notice: The effect of Section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made, but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period. In effect it is possible for an interim decision not to be acted on for up to 56 days.

2. Online AGM (if applicable): The following items were determined:

- 2.1 s80(2), to hold the AGM by electronic means on an online platform of its choosing; and
- 2.2 s80(1), to allow lot owners to participate in the AGM by teleconferencing via that online platform

3. Appointment of Chairperson: James Parnell was appointed to chair this meeting.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

4. Confirmation of minutes of previous annual general meeting & matters arising: The minutes of the previous annual general meeting held on 17/02/2025, as attached to the Notice of Meeting, were confirmed.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

5. Financial Statements: The financial statements for the period ended 30/06/2025, as attached to the Notice of Meeting, showed 2 different amounts for the 2025 to 2026 insurance premium. Resolved that the manager will contact Sterling Properties to query the 2 different insurance premium amounts recorded on the financial statement for the period 01/07/2024 to 06/04/2025 and to revert back to the committee once the amount is confirmed.

SELECT's opening balance as at 06/04/2025 and SELECT's financial statement for the period 08/04/2025 to 30/06/2025 were received and adopted.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

6. Attached Reports and Documents: That the following reports were received:

- Manager's Report - tabled
- Committee Report - no report
- Dispute Resolution Report - no report
- OH&S Inspection Report – discussed under Section 8
- Valuer's Report - no report
- Maintenance Plan and Funding Report - tabled as attached to the Notice of Meeting
- Complaints Report - no report

Moved: GM; Seconded: CG. Voting: Carried without dissent.

7. Strata Insurance:

Manager confirmed the Financial Services Reform Act 2001 (FSRA) requirements and highlighted that the insurance FSG and PDS are available on the Select Strata Communities website or by calling your manager and requesting a copy to be disseminated via email or post.

Members resolved that the current level of building cover of \$13,628,079.30 in line with the sworn valuation completed on the 29/01/2025 is adequate. Members further resolved that all other levels of cover as detailed below are satisfactory.

Insurance Company: CHU Underwriting Agencies
Policy Number: HU0003980

Premium: \$16,143.67
Commission: SELECT did not receive a commission.

Insurance Type	Sum Insured	Excess
Building/Common Property	\$13,630,000.00	Excess \$2,000.00
Common Area Contents	\$46,910.00	
Loss of Rent/Temp Accommodation	\$2,044,500.00	
Public Liability	\$20,000,000.00	
Voluntary Workers	\$200,000.00	
Fidelity	\$100,000.00	
Office Bearers	\$5,000,000.00	
Machinery Breakdown	\$50,000.00	
Government Audit Costs	\$25,000.00	
Appeals Expenses	\$100,000.00	

Excess unless specified otherwise: \$2,000

Policy Renewal Date: 21/03/2026

Valuation Date: 29/01/2025
Valuation Amount: \$13,628,079.30

Manager also highlighted that the owner/tenant/occupier should position contents insurance & public liability insurance within their own lot/s and landlords should position landlords insurance and public liability insurance within their own lot/s as well, as this is NOT covered by the owners corporation strata insurance policy.

Manager's Note: In the event of a private lot insurance claim the lot owner is responsible for payment of the insurance excess. Similarly, in the event of an Owners Corporation claim, the Owners Corporation is responsible for payment of the insurance excess.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

8. Essential Safety Measures (ESM): Resolved that the Owners Corporation continues to fulfill its legal obligation by maintaining the fire and essential safety services within common property as listed on the certificate of occupancy (if applicable) and to obtain an independent Annual Essential Safety Measures Report.

Pursuant to the building regulations 1994, all members are reminded to ensure that all units are fitted with working smoke detectors and batteries are changed as per manufacturer's recommendations or at least bi-annually. Smoke detectors should be positioned in hallways or paths of travel outside bedrooms. Please advise your respective rental manager if you are a landlord. This device is the responsibility of the owner to maintain.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

9. Occupational Health and Safety: Resolved that the Manager will obtain 3 quotations to engage a suitably qualified risk assessment officer to complete an OH&S Report of the common property.

Further resolved that members will to continue to monitor the common property and take appropriate action with any OH&S changes that may occur.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

10. General Maintenance: Members discussed the following matters -

- **10.1 Flashing Around the Lift** - MM raised that his builders noticed an issue with the lift's flashing, on the roof. Resolved that the Manager will check with the previous Manager's plumber.
- **10.2 Carpet Cleaning** - Resolved that the Manager will send a work order to the carpet cleaning company since the builders have left the building.
- **10.3 Water and Leaves at the Entrance** - Members raised that water and leaves collect at the front door to the main entrance. Resolved that the Manager will review the cleaner's scope of works and discuss a possible solution.
- **10.4 Garden Solar Lights Smashed** - Members raised that there are no lights on the steps. Resolved that MM will source new lights.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

11. Annual Budget: It was resolved that the proposed budget be adopted. A copy of the adopted Budget is attached hereto.

It was further resolved to raise a budget adjustment levy of \$1,534 or \$61.36 per lot, being the difference between the new and old budgets for the pro-rata period 01/07/2025 to 30/09/2025 and 1/10/2025 to 31/12/2025, with payment due 28 days from the date of the levy notice.

Also resolved that a special levy would be raised if the next insurance premium increases beyond the budget.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

12. Fees: It was resolved that -

(a) The fees be set in accordance with Section 23(1) of the Act based on lot liability (refer to attached budget summary) to commence on the **01/07/2025**.

(b) The fees be paid in advance in **quarterly** instalments, the first such instalment being due on the **01/07/2025** and **quarterly** subsequent instalment(s) thereafter.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

13. Penalty Interest: Members resolved that the Owners Corporation charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the Owners Corporation **30 days** after the due date for fees and charges set under Sections 23 and 24 of the Owners Corporations Act 2006 and on any other amount payable by a lot owner to the Owners Corporation. Such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

14. Legal Proceedings Ordinary Resolution:

Debt Recovery

That the Owners Corporation is to take all steps necessary for recovery of outstanding fees, levies and charges due by any member of the Owners Corporation including commencing proceedings in VCAT, Magistrates court, federal court or any other court of competent jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Cost Recovery

That all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act, the Regulations, Rules or contract of appointment, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the Manager or otherwise (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), shall be payable by any member in default or breach. The costs, charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

15. Election of Committee & Delegation: Members elected the following committee:

Gavin McClintock Lot 1
Mario Monaco Lot 21
Allan Robertson Lot 12

Gavin McClintock was elected Chairperson

In accordance with Section 11(5) of the Act, members resolved to delegate all powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation, except for:- a power or function that requires a unanimous resolution; a special resolution; or a resolution involving any decision to terminate the appointment of the Manager. The Manager's appointment may only be terminated by ordinary resolution of the Owners Corporation at a general meeting only.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

16. Grievance Committee: It was resolved that the Grievance Committee be comprised of the appointed Committee, as above.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

17. Privacy: It was resolved that the contact details of members (mobile phone or home phone number, and/or email address) be made available to trades persons, insurance assessors etc. who may request such information with regard to Owners Corporation matters and other persons who may be interested in inspecting documents, such as valuers, legal representatives, accountants etc.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

18. Provision of Committee Contact Details: It was resolved that the email addresses and telephone numbers of Committee members, representatives, and substitute representatives may be provided to lot owners upon request, provided the respective individuals have given their permission.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

19. Public Officer:

That the Owners Corporation acknowledges Peter Black, (Director, SELECT Strata Communities), is registered with the Australian Business Register and the Australian Taxation Office as the Public Officer of the Owners Corporation.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

20. General Business: Members resolved to deal, proceed and vote on the following works or matters -

- **20.1 Hard Rubbish** - Members raised that hard rubbish is collecting in the bin room despite the signage. Resolved that the Manager will check the Waste Management contract regarding hard waste. Further resolved that the Manager will advise the residents about hard rubbish protocols.
- **20.2 Carpet replacement** - Members raised that the carpet is looking grubby. It was resolved to follow the Maintenance plan which notes that the carpets should be replaced in 2029. Further resolved that the carpets should be replaced with a more durable, commercial grade carpet, in 2029.
- **20.3 EV Charger** - A member raised the idea of converting the 2 front visitor's car parks into charging stations OR the other idea, being to strategically locate charging facilities throughout the basement carpark. The following was resolved:
 - The expense is not warranted for the amount of residents who currently own an EV.
 - The visitor car parks must remain as visitor car parks.
 - As all car parks are all allocated to residents, the idea of strategically locating charge stations throughout the basement car park was rejected.

Moved: GM; Seconded: CG. Voting: Carried without dissent.

21. Manager's Notes:

a) That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Select Strata Communities, additional costs may be incurred to manage after hours AGM's, major repairs and projects undertaken by the Owners Corporation.

b) With reference to Section 28 (3) of the Owners Corporation Act 2006, repairs and maintenance to the common areas as noted on the Plan of Subdivision is the responsibility of the Owners Corporation but that the Owners Corporation will seek the cost of the repair/maintenance from each unit owner who will benefit in accordance with the costs incurred.

c) In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

22. Close of Meeting: With no further business, the meeting closed at 7:42pm.

Candie Bowman on behalf of James Parnell



(03) 9862 3720
cbowman@selectsc.com.au

Select Strata Communities
PO Box 434
KEW EASTVIC3102

PB Management Pty Ltd t/as Select Strata Communities

711 High Street KEW EAST VIC 3102 ABN: 54 093 758 340

Ph: 03 9862 3700 Email: SELECTPB@selectsc.com.au

Printed: 03/03/2026 10:48 am User: Candie Bowman

Balance Sheet - O/Corp PS703358L
316-318 MANNINGHAM ROAD, DONCASTER, VIC 3108
For the Financial Period 08/04/2025 to 03/03/2026

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS 703358L - 316-318 MANNINGHAM ROAD	\$21,267.95	\$101,516.85	\$122,784.80
Macquarie Bank BSB: 183-388 Acc No: 225953686			
Levies Receivable	\$2,015.55	\$1,292.04	\$3,307.59
Prepayments	\$11,632.29	\$0.00	\$11,632.29
Total Assets	\$34,915.79	\$102,808.89	\$137,724.68
Liabilities			
Accounts Payable	\$17,789.40	\$0.00	\$17,789.40
Infrastructure Move Bond	\$1,000.00	\$0.00	\$1,000.00
Levies paid in Advance	\$700.00	\$0.00	\$700.00
Total Liabilities	\$19,489.40	\$0.00	\$19,489.40
Net Assets	\$15,426.39	\$102,808.89	\$118,235.28
Owners Funds			
Opening Balance	\$6,860.26	\$72,216.51	\$79,076.77
Net Income For The Period	\$8,566.13	\$30,592.38	\$39,158.51
Total Owners Funds	\$15,426.39	\$102,808.89	\$118,235.28



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0003980
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	21/03/2026 to 21/03/2027 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 703358L
Situation	316-318 MANNINGHAM ROAD DONCASTER VIC 3108

Sections

Section 1 – Insured Property

Building: \$14,810,000
Common Area Contents: \$49,256
Loss of Rent & Temporary Accommodation (total payable): \$2,221,500
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: \$50,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

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

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Date Printed

23/02/2026

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

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

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

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

4 Use of common property

4.1 Use of common property

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

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

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

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

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

Owners Corporation Regulations 2018
SCHEDULE 2
MODEL RULES FOR AN OWNERS CORPORATION

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
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- (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.
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5.1 Change of use of lots

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Example

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- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or 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.
- (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

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

7 Dispute resolution

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

Additional Rules

Owners Corporation Plan No: PS703358L

Address: 316 – 318 Manningham Road, Doncaster

1. A lot owner, occupier or visitor of a lot must not:
 - a) nor permit disposal of cigarette butts or cigarette ash over any balcony or any part of the common property.
 - b) hang or permit to be hung any clothes or other articles on any part of the exterior of the lot so as to be visible from outside the lot or on any part of the Common Property.
 - c) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation.

Security Doors:

Colour: White

Design: To be submitted to Owners Corporation for approval.

Screens:

Colour: Dulux Electro Natural Silver (Code 9067365K) or Dulux Precious Silver Pearl

- d) install or allow to be installed any air conditioning system without the prior written consent of the Owners Corporation.
- e) install any covering to the storage areas without the prior written consent of the owners corporation. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the owners corporation.
- f) use that part of a lot designed for use as a car parking or storage space for any other purpose without the prior written consent of the Owners Corporation.
- g) permit oil leakages from any motor vehicle, trailer, motor cycle or any other equipment onto common property or their lot and must reimburse the owners corporation for the cost of cleaning and removing any oil stain.
- h) alter or damage the external facade of any building or improvement forming part of the common property or their lot without the permission of the Owners Corporation.
- i) erect or fix any sign, notice or item for whatever purpose to any part of the common property or to the inside of a lot where it can be seen from any exterior position, except as required by law.
- j) store or leave or permit to be stored or left any materials or goods on the common property or any part thereof without the written approval of the owners corporation.
- k) allow the erection of any for sale or for lease boards to be fixed or screwed to a fence or structure that forms part of the common property or a lot.
- l) install any curtains, blinds or other window furnishings on the interior of any windows forming part of any lot other than as permitted by the Owners Corporation.

Block Out Roller Blind

Fabric: Vision. Colour: Dove

Chains: White

Base Rails: Oval Anodised

Sheer Weave Roller Blind

Fabric: Softview. Colour: Dove

Chains: White

Base Rails: Oval Anodised

- m) install or permit the installation of any awnings.

- n) permit any bicycle to be stored other than in the areas of the common property designated by the owners corporation or its Manager for such purpose and fitted with bicycle racks.
 - o) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its Manager from time to time.
 - p) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated to change the visual characteristics of the glazing.
 - q) allow any balcony, terrace or garden area which forms part of any Lot to become un-kept, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other occupiers occurs.
 - r) allow any items to be bolted down on the on the balcony/terrace floor areas or any parts of the common property.
 - s) deposit, store or throw any garbage, waste or refuse on a balcony or on any part of the exterior of the lot so as to be visible from outside the lot or any part of the common property, except into a receptacle provided by the owners corporation.
2. A lot owner, occupier or visitor of a lot:
- (a) must not keep any animal within a lot without the prior written consent of the owners corporation;
 - (b) must not keep any animal upon the common property after being given notice by the owners corporation to remove such animal once the owners corporation has resolved that the animal is causing a nuisance.
 - (c) must ensure that any animal belonging to them does not urinate or defecate on common areas including the landscaped garden area.
 - (d) must ensure that any animal belonging to them must be restrained and on a leash at all times.
3. Moving of Articles, including Furniture and/or Goods
- (a) A lot owner, occupier or visitor of a lot must not move articles, furniture and/or goods which cannot be carried by a single person in their arms in or out of the building
 - (i) without prior arrangement with the Owners Corporation Manager (minimum of 3 business days notice must be given irrespective of whether the lift is used or not);
 - (ii) outside the hours of 8:00 am to 6:00 pm (Monday to Sunday). All moves must be completed by 6:00 pm;
 - (iii) using the lift, without installation of lift covers (supplied by the Owners Corporation).
 - (b) A lot owner, occupier or visitor of a lot may only move an article (including furniture and/or goods) through common property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
 - (c) A lot owner, occupier or visitor of a lot must not leave any waste from the moving of articles, furniture and/or goods in any of the common areas. Waste must be placed in the appropriate rubbish receptacles situated in the basement car park.
 - (d) A lot owner or occupier of a lot must reimburse the Owners Corporation for any damage caused from the moving of articles, furniture and/or goods in any of the common areas.
4. The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1224337

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- INFOTRACK (INTOUCH) C/-
LANDATA
DOCKLANDS

VENDOR

GIBBS, ALISON JANE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62288

This certificate is issued for:

LOT 24 PLAN PS703358 ALSO KNOWN AS 24/316 MANNINGHAM ROAD DONCASTER
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 2
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

13 February 2026

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

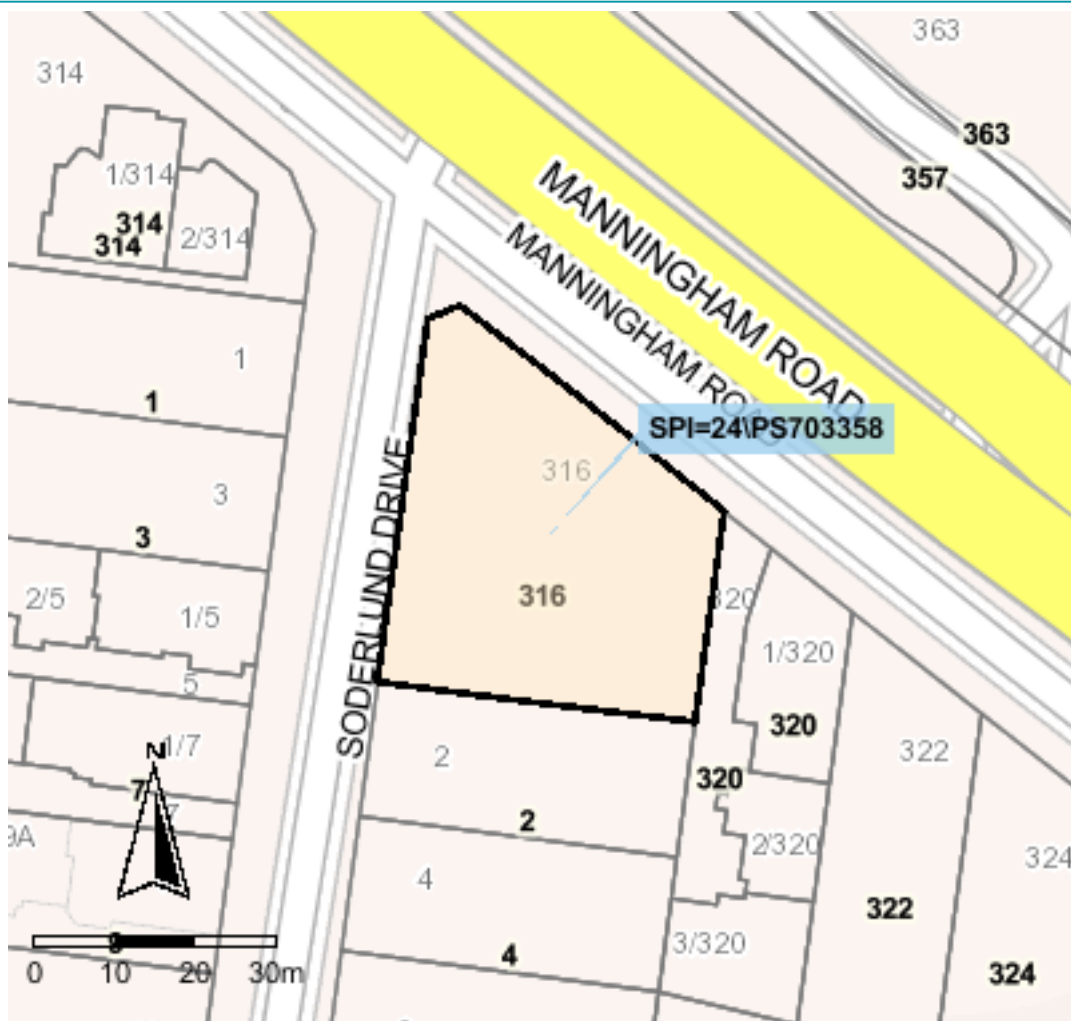
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 February 2026 02:10 PM

PROPERTY DETAILS

Address: **24/316 MANNINGHAM ROAD DONCASTER 3108**

Lot and Plan Number: **Lot 24 PS703358**

Standard Parcel Identifier (SPI): **24\PS703358**

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

Council Property Number: **781965**

Planning Scheme: **Manningham**

Directory Reference: **Melway 33 B9**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

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**

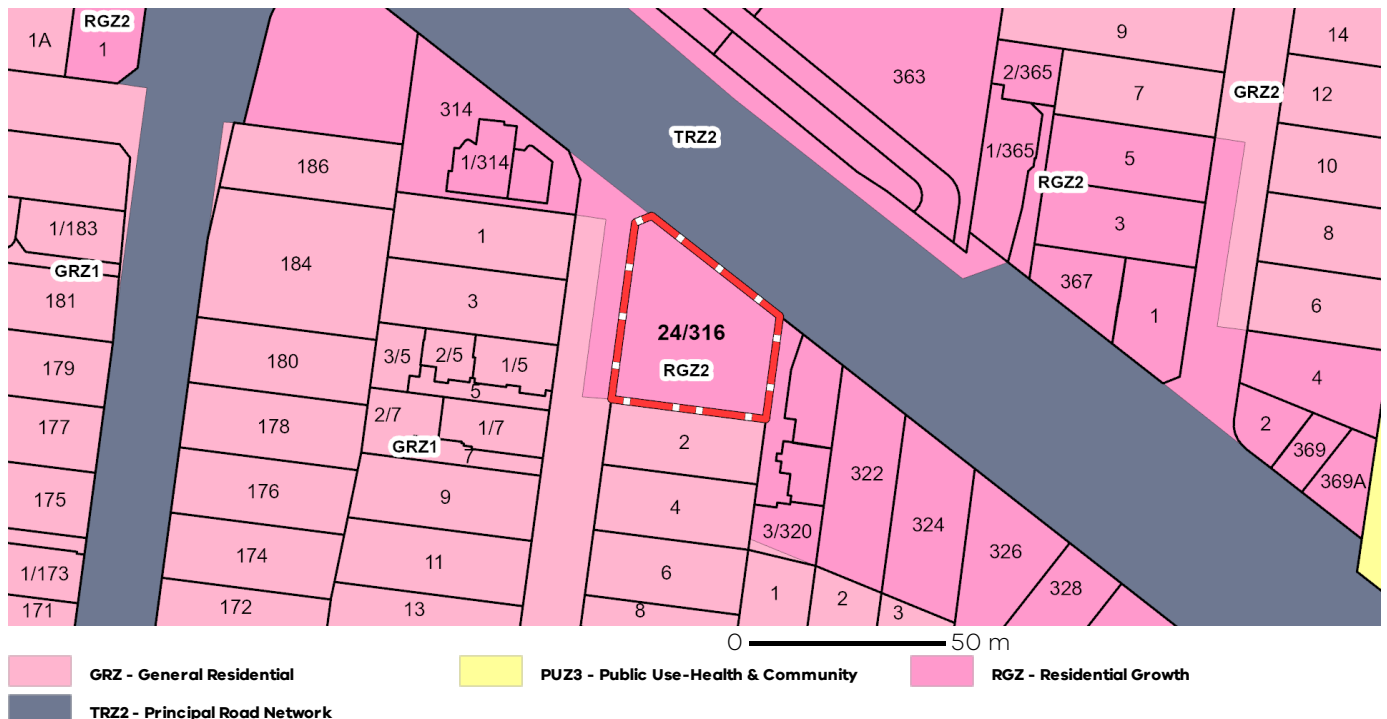
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)



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

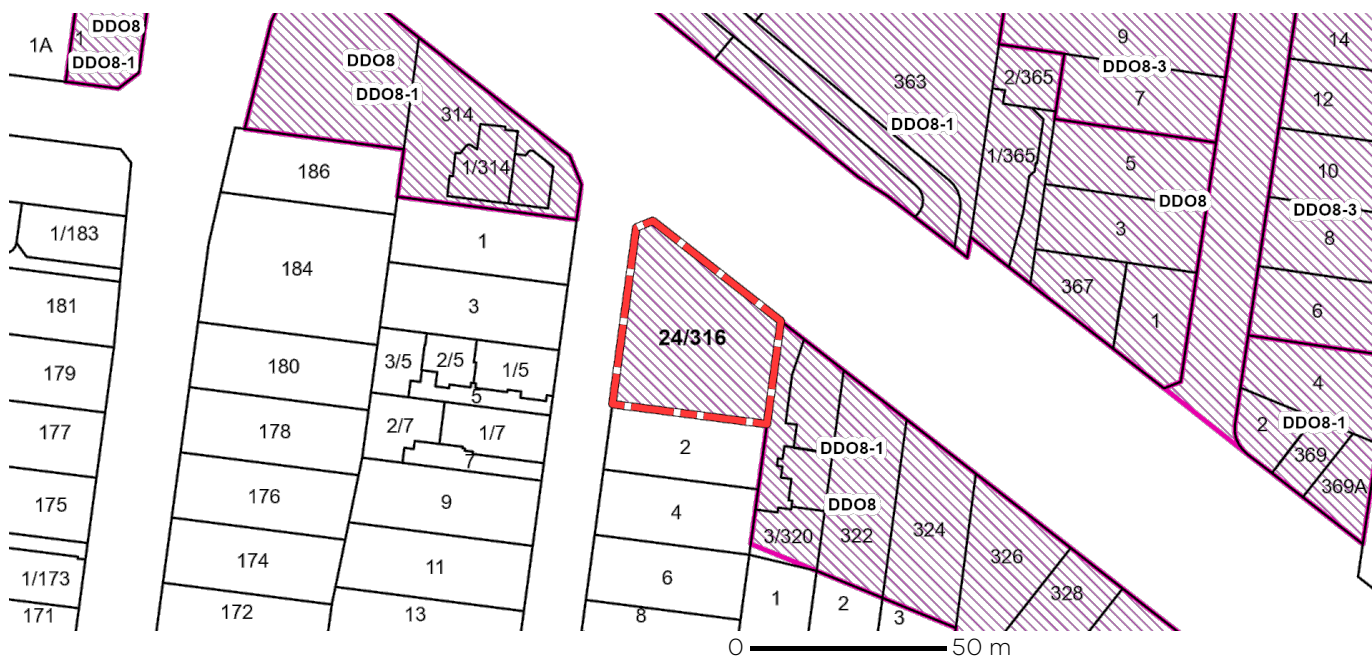
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

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

PUBLIC ACQUISITION OVERLAY (PAO)



 PAO - Public Acquisition Overlay

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

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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 11 February 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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