
CONTRACT OF SALE OF REAL ESTATE

8 / 863 Doncaster Road, Doncaster East 3109

("Vendor")
JK Property Group (VIC) Pty Ltd
(ACN 615 923 969)

AND

("Purchaser")

PANDELI LAWYERS

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Limited

Property Address:

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale;
- Special conditions, if any;
- General conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962**, as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms in this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /20

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

State nature of authority if applicable:

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

SIGNED BY THE VENDOR on / /20

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

State nature of authority if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S AGENT

First National Zenith - Ringwood
144 Maroondah Highway, Ringwood 3134
T 03 9870 1000 E-mail stevel@zenithfn.com Ref- Steve Lazaridis

VENDOR

JK Property Group (VIC) Pty Ltd (ACN 615 923 969)
of 20/863 Doncaster Road, Doncaster East 3109

VENDOR'S LEGAL PRACTITIONER

PANDELI LAWYERS of 1/700 HIGH STREET, KEW EAST 3102
Tel: 9857 0666 Fax: 9859 7045 Email:
info@pandelilawyers.com.au DX 32425 KEW

PURCHASER

PURCHASER'S LEGAL PRACTITIONER

Tel: Fax: Ref:

PROPERTY ADDRESS

8/863 Doncaster Road, Doncaster East 3109

LAND (GC3&9)

Lot 8 on Plan of Subdivision 715402T certificate of title volume
11604 folio 176 including all improvements and fixtures.

GOODS SOLD WITH THE LAND (GC2.3(f))

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

PAYMENT (GC11)

Price \$
Deposit \$ (of which \$ has been paid) by / /20
Balance \$ payable at settlement

GST (GC13)

Nil

SETTLEMENT (GC10)

is due on / /20

At settlement the purchaser is entitled to vacant possession of the
property

TERMS CONTRACT (GC23)

This contract is not a terms contract within the meaning of the Sale
of Land Act 1962

SPECIAL CONDITIONS

This contract includes special conditions

LOAN (GC14)

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

Lender:

Loan not being less than: \$

Approval date: / /20

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 this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)
-

1. Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

2. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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

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

3. Vendor's Statement and due diligence

The Purchaser acknowledges that prior to signing this contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intends to legally bind the Purchaser, the Purchaser has received a due diligence checklist in the form approved by the Director of Consumer Affairs Victoria (if the property consists of vacant residential land or land on which there is a residence) and a statement in writing pursuant to Section 32 of the Sale of Land Act 1962 (Vic.) signed by the Vendor.

4. Sale by auction

If the property is offered for sale by auction it will be offered at the Vendor's reserve price and the Rules for the conduct of the auction shall be set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

5. Multiple Purchasers

- a. Where there are two or more Purchasers the conditions and agreements on their part herein contained shall bind them jointly and each of them severally.
- b. Where there are two or more Purchasers, 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").
- c. If the Proportions recorded in the transfer of land differ from those recoded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- d. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner 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.

6. Subject to restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of any town planning acts or schemes affecting the property

7. Land accords to description in contract

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Particulars of Sale. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the costs of doing so.

8. Directors' Guarantee

If the Purchaser shall be or shall include a Proprietary Company the Company shall immediately after the execution of this Contract procure the execution by all of its Directors of the Guarantee annexed to this Contract.

9. Agreement between the parties

The conditions provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Contract (notwithstanding any negotiations or discussions prior to the execution hereof or anything contained in any brochure, advertisement, report or other document prepared by or on behalf of the Vendor, whether by its estate agent or otherwise, for submission to potential Purchasers) and the parties expressly agree, acknowledge and declare that no further or other conditions agreements provisions or terms shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty statement undertaking or assurance given or made by any party to the other or others on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby expressly negated and the Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any promise representation warranty statement undertaking or assurance, whether verbal or written, made by or on behalf of the Vendor which is not set out contained or incorporated within the terms of this Contract.

10. Purchase of property in existing condition

The Purchaser acknowledges that the property is purchased in its existing condition and solely as a result of his own inspection and enquiries and he will be responsible to comply with building regulations including the installation of smoke detectors and pool safety fences (if applicable). The Purchaser must not make any objection or claim any compensation or refuse or delay payment of the whole or any part of the price on the basis the property and/or any improvements thereon, do not comply with the *Building Act 1993*, the *Building Regulations 1994*, the *Building Code of Australia* or any other regulations, rules or local laws or because of the state of repair and condition.

11. Ongoing conditions following settlement

The provisions of this Contract do not merge on settlement and continue to bind the Vendor and the Purchaser to the extent that any of them are to be complied with after the settlement date.

12. Failure to complete purchase

The Vendor gives notice to the Purchaser and the Purchaser acknowledges that if the Purchaser fails to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer losses, including the following losses and expenses which the Purchaser must pay in addition to the interest payable in accordance with the terms of this Contract:

- a. The costs of and associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b. Interest payable by the Vendor under any existing mortgage over the land calculated from the due date for settlement;
- c. Accommodation expenses necessarily incurred by the Vendor;
- d. Legal costs and expenses as between the Vendor's Solicitor and the Vendor occasioned by the Purchaser's default;
- e. Damages, penalties and interest payable by the Vendor to any other party through any delay in completion of the Vendor's purchase of another property;
- f. Loss of use of monies and/or the inability of the Vendor to invest those monies in either a bank or other financial institution or for the purposes of acquiring any property or any interest in property.

13. Amendments to the General Conditions

General Conditions 8, 24.4, 24.5 and 24.6 are deleted, General Condition 24.3 is amended by inserting the words "the property or" after the word "because" and General Condition 26 is amended by deleting "2%" and substituting "4%".

14. GST

All GST payable under this Contract shall be payable and be paid by the Purchaser to the Vendor at settlement and upon the Vendor providing the Purchaser with the requisite Tax Invoice in accordance with General Condition 13 of this Contract.

15. Interpretation of General Condition 15

For the purposes of General Condition 15, the Congestion Levy and any similar charge or levy will be deemed a periodic outgoing and must be apportioned in accordance with General Condition 15.

16. FIRB Approval

The purchaser warrants to the Vendor that:

- a. The purchaser is an Australian resident; or
- b. If the Purchaser is not an Australian resident, the Purchaser has, or will prior to settlement have obtained approval from the Treasurer of the Commonwealth of Australia to purchase the property.
- c. The Purchaser hereby indemnifies the Vendor against any loss which the Vendor incurs or suffers as a result of the Vendor relying on the Purchaser's warranty.

17. GST Withholding Tax

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

Special Condition 18 - FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

General condition 15A is added:

15A. Foreign Resident Capital Gains Withholding

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

23.2 While any money remains owing each of the following applies:

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the Land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Guarantor: Name:

Address:

Name:

Address:

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

Witness:

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

Witness:

PANDELI LAWYERS

TEL: 03 9857 0666 /info@pandellilawyers.com.au

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

VENDOR: JK Property Group (Vic.) Pty Ltd (ACN 615 923 969)

PROPERTY: Unit 8, 863 Doncaster Road, Doncaster East 3109

1. FINANCIAL MATTERS:

Information concerning rates, taxes, charges or other similar outgoings and any interest payable on any part of them – their total does not exceed \$7,000.00 per annum plus water service and sewer disposal charges. The Vendor is not aware of any further amounts for which the Purchaser may become liable as consequence of the purchase of the property. The purchaser is not liable for any of the vendor's land tax. At settlement the rates and taxes will be adjusted between the parties so that they each bear the proportion applicable to their respective periods of occupancy.

2. INSURANCE:

The property remains at the Vendor's risk until settlement.

3. LAND USE:

(a) **RESTRICTIONS** – The Vendor is not aware of any easements, covenants or other restrictions affecting the property which are not disclosed in this statement. The Vendor is not aware of any existing failure to comply with their terms. The Purchaser should note that there may be sewers, drains, water pipes, underground and/ or overhead electricity cables, underground and/ or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered again the Certificate of Title to the property.

(b) **PLANNING** – Information regarding planning is contained in the attached property report.

4. NOTICES

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

5. BUILDING PERMITS:

Particulars of building permits issued in the past 7 years under the Building Act – permit for residential apartment building.

6. SERVICES

Water, sewerage, gas, electricity and telephone services are connected. The Purchaser should be aware that the Vendor may terminate their accounts with the service providers and the Purchaser will have to have the services reconnected.

7. OWNERS CORPORATION

Copies of the current Owners Corporation certificate in respect of the property and the documents required to accompany the certificates under section 151 of the Owners Corporation Act 2006 are attached.

8. TITLE

Attached are copies of Register Search Statement and Plan of Subdivision.

DATE OF THIS STATEMENT - / /20

Name of the Vendor: JK Property Group (Vic) Pty Ltd – Director

Signature of the Vendor: 

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

DATE OF THIS ACKNOWLEDGEMENT - / /20

Name of the Purchaser:

Signature of the Purchaser:

Register Search Statement - Volume 11604 Folio 176

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

VOLUME 11604 FOLIO 176

Security no : 124076791771M
Produced 29/03/2019 12:17 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 715402T.

PARENT TITLES :

Volume 08486 Folio 725 to Volume 08486 Folio 726

Created by instrument PS715402T 09/10/2015

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JK PROPERTY GROUP (VIC) PTY LTD of 20/863 DONCASTER ROAD DONCASTER EAST VIC 3109

AQ225062M 08/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ225063K 08/09/2017

NATIONAL AUSTRALIA BANK 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 PS715402T 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 8 863 DONCASTER ROAD DONCASTER EAST VIC 3109

ADMINISTRATIVE NOTICES

NIL

eCT Control 00009E NATIONAL AUSTRALIA BANK

Effective from 08/09/2017


OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS715402T

DOCUMENT END

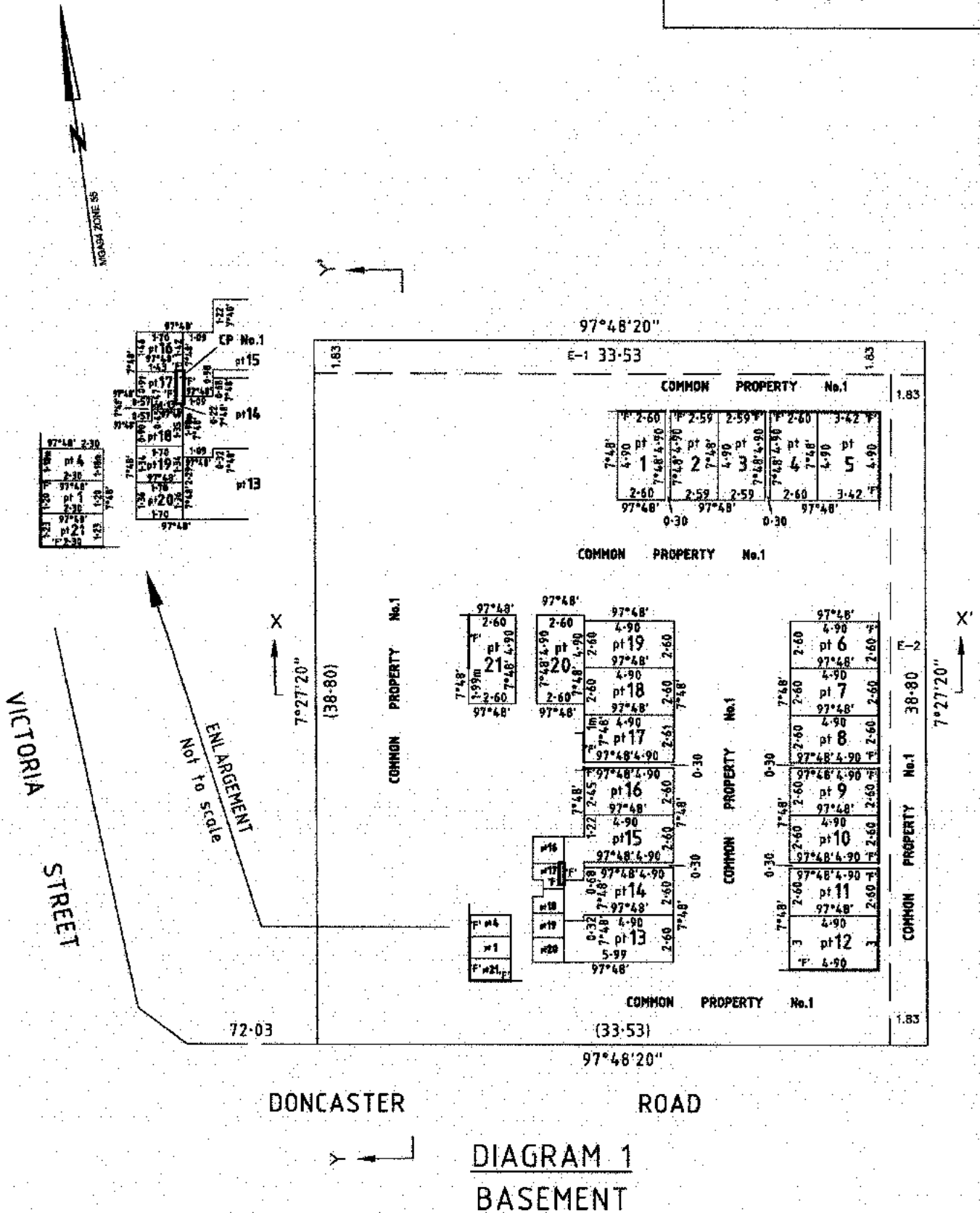
**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 29/03/2019, for Order Number 56207539. Your reference: Kohlon.**

Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/006910, Original Certification: 07/09/2015, S.O.C.: 09/09/2015, Amendments accepted: 08/10/2015

PLAN OF SUBDIVISION		EDITION 1	PS715402T
LOCATION OF LAND PARISH: BULLEEN COUNTY: BOURKE SECTION: 6 CROWN ALLOTMENT: CROWN PORTION: C (PART) TITLE REFERENCE: VOL.8486 FOL.725 VOL. 8486 FOL. 726 LAST PLAN REFERENCE: LOTS 1 & 2 ON LP63787 POSTAL ADDRESS: 863-865 DONCASTER ROAD DONCASTER 3109 (at time of subdivision) MGA CO-ORDINATES: E: 336 675 ZONE: 66 (of approx centre of land in plan) N: 5 816 220 GDA 94		COUNCIL NAME: MANNINGHAM CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	This is a SPEAR plan Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings Median wall - thick continuous lines marked 'M' Interior face - thick continuous lines marked 'I' Exterior face - all other boundaries	
NOTATIONS		Easements have been omitted from Sheet 4 to Sheet 5 ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDINGS ARE PART OF THE COMMON PROPERTY. THE POSITION OF THESE DUCTS AND SHAFTS HAVE BEEN OMITTED ON THE DIAGRAMS CONTAINED HEREIN. Common Property No.1 is all the land in the plan except the lots and includes the structure of all walls, floor ceilings marked 'F'	
DEPTH LIMITATION			
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No> This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No>			
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easements pursuant to Section 12(2) of the Subdivision Act 1988 affect all the land in this plan.			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	DRAINAGE & SEWERAGE	1.83m	LP63787
E-1	DRAINAGE	1.83m	THIS PLAN
E-2	SEWERAGE	1.83m	LP63787
		LAND BENEFITED/IN FAVOUR OF LOTS ON LP63787 MANNINGHAM CITY COUNCIL LOTS ON LP63787	
 Cardno Shaping the Future <small>ABN: 67 106 810 642 Level 4, 501 Dandenong Street, Melbourne, VIC Australia 3000 Phone +61 3 848 7777 Fax +61 3 848 7788 Email: info@cardno.com.au Web: www.cardno.com.au</small>		SURVEYORS FILE REF: CG140694 JOHN MULDOWNNEY / VERSION 6	
		ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 2.06pm DATE: 9/10/2015 F. CAMPBELL Assistant Registrar of Titles	SHEET 1 OF 6

Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/006910, Original Certification: 07/09/2015, S.O.C.: 09/09/2015, Amendments accepted: 08/10/2015

PS715402T



Level 4, 501 Swanston Street, Melbourne, VIC Australia 3000
Phone +61 3 8410 7777 Fax +61 3 8410 7786
Email: victoria@cardno.com.au Web: www.cardno.com.au

SCALE

1:250

2.5 0 2.5 5 10

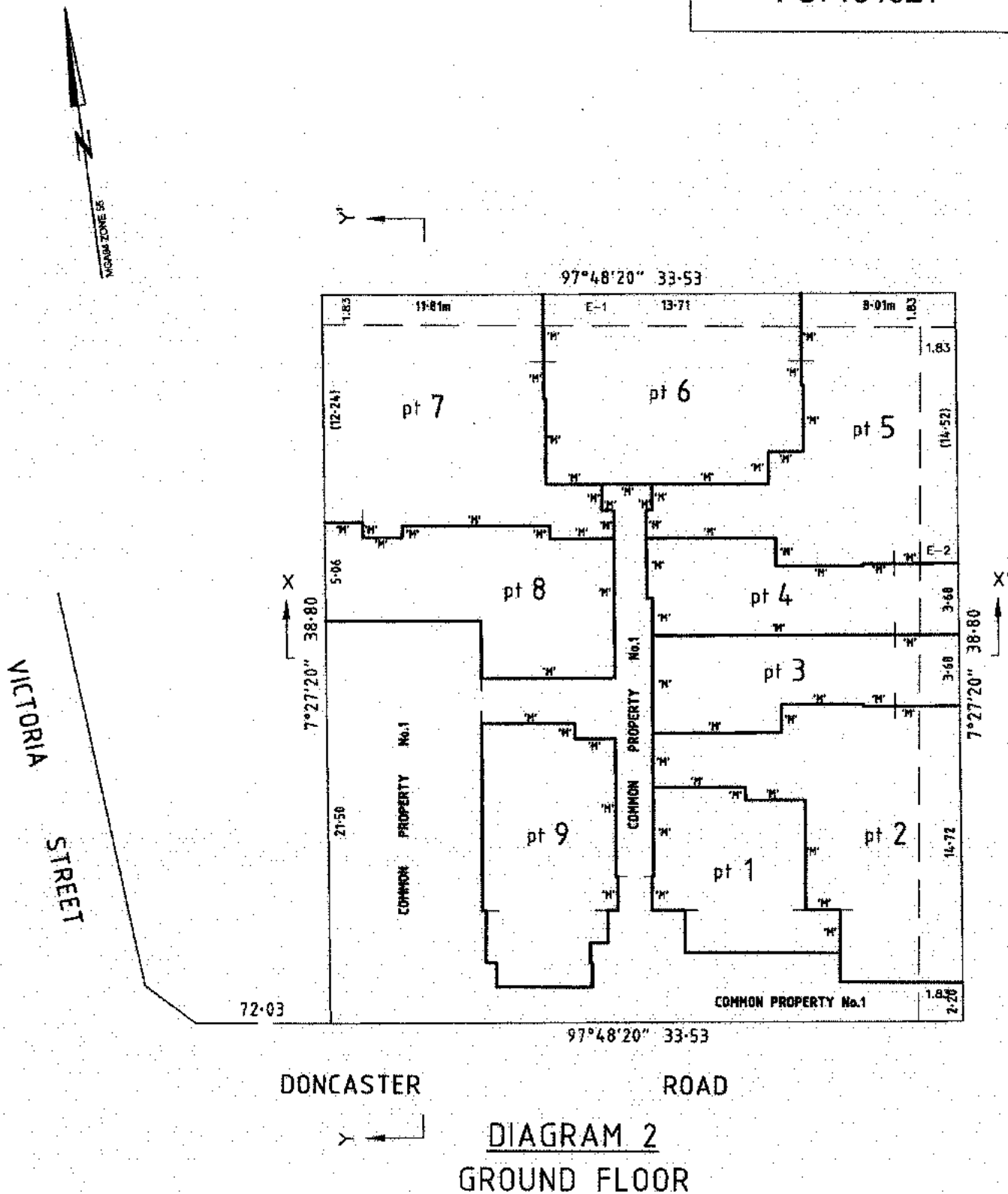
ORIGINAL SHEET
SIZE: A3

SHEET 2

JOHN MULDOWNEY / VERSION NO 6

Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/006910, Original Certification: 07/09/2015, S.O.C.: 08/09/2015, Amendments accepted: 08/10/2015

PS715402T



SCALE	1:250	2.5	0	2.5	5	10
JOHN MULDOWNEY / VERSION NO 6						

ORIGINAL SHEET SIZE: A3	SHEET 3
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Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/006910, Original Certification: 07/09/2015, S.O.C.: 09/09/2015, Amendments accepted: 08/10/2015

PS715402T

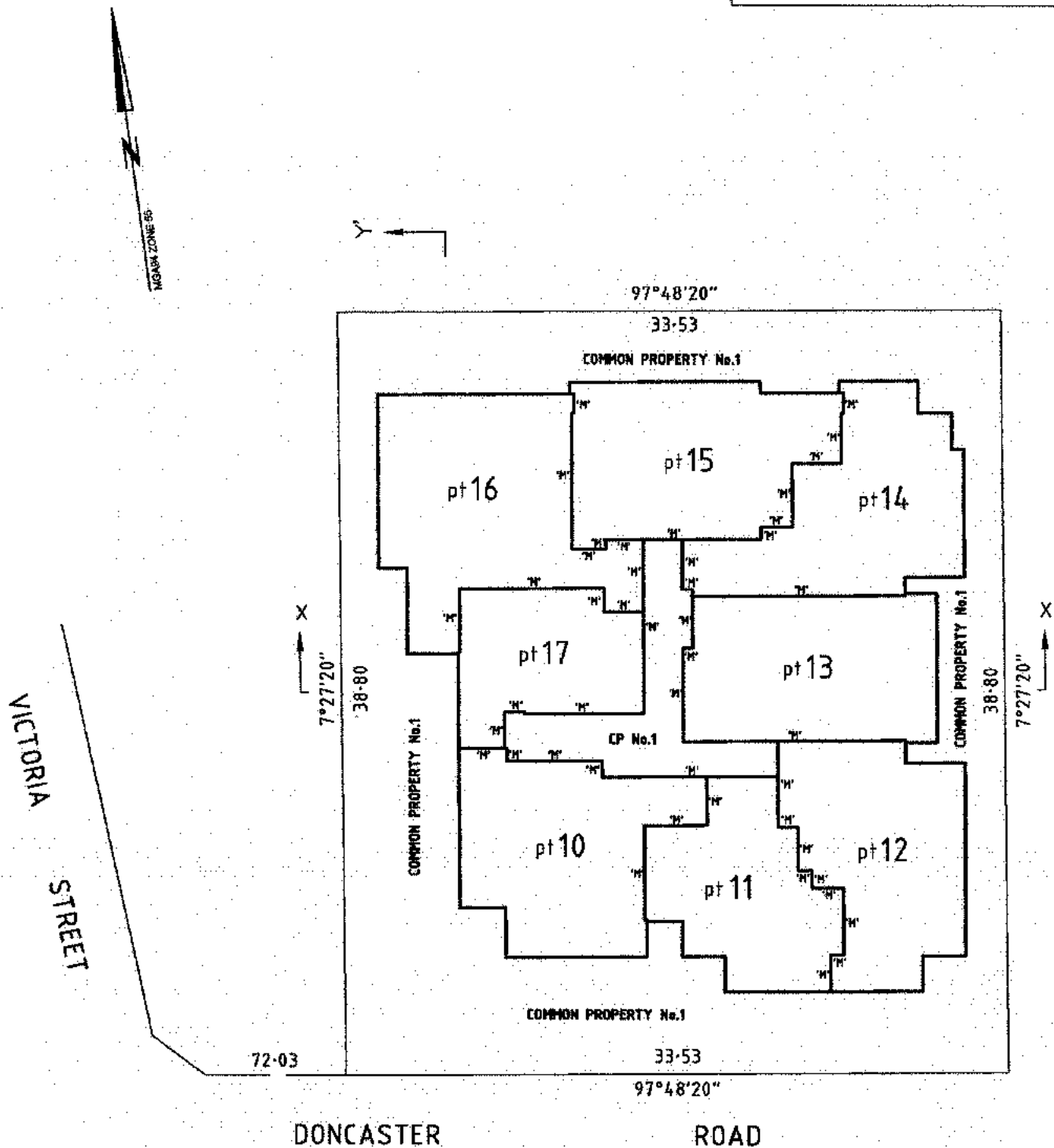


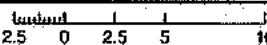
DIAGRAM 3
FIRST FLOOR



MEM: 47 106 010 912
Level 4, 501 Sharnford Street, Melbourne, VIC Australia 3000
Phone: +61 3 8415 7777 Fax: +61 3 8415 7788
Email: victoria@cardno.com.au Web: www.cardno.com.au/victoria

SCALE

1:250



ORIGINAL SHEET
SIZE: A3

SHEET 4

JOHN MULDOWNNEY / VERSION 6

Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/006910, Original Certification: 07/09/2015, S.O.C.: 09/09/2015, Amendments accepted: 08/10/2015

PS715402T

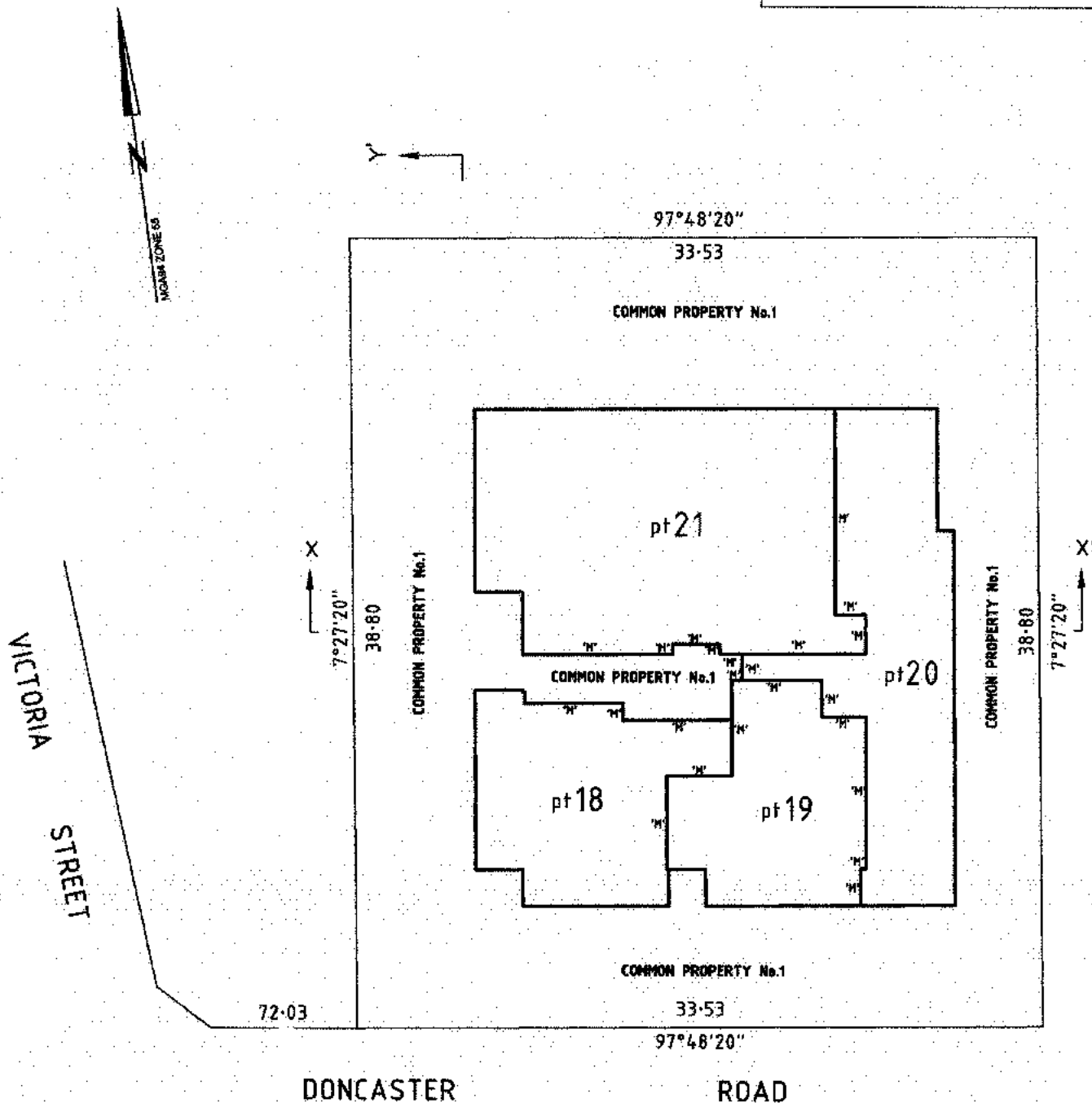


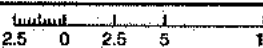
DIAGRAM 4
SECOND FLOOR



ABR-42 105 810 013
Level 4, 501 Shepherdson Street, Melbourne, VIC, Australia 3000
Phone +61 3 9415 7777 Fax +61 3 9415 7788
Email: victoria@cardno.com.au Web: www.cardno.com/victoria

SCALE

1:250



ORIGINAL SHEET
SIZE: A3

SHEET 5

JOHN MULDOWNNEY / VERSION 6

Signed by Council: Manningham City Council, PP Ref: PL15/024924, Cert Ref: SC15/008910, Original Certification: 07/09/2015, S.O.C.: 09/09/2015, Amendments accepted: 08/10/2015

PS715402T

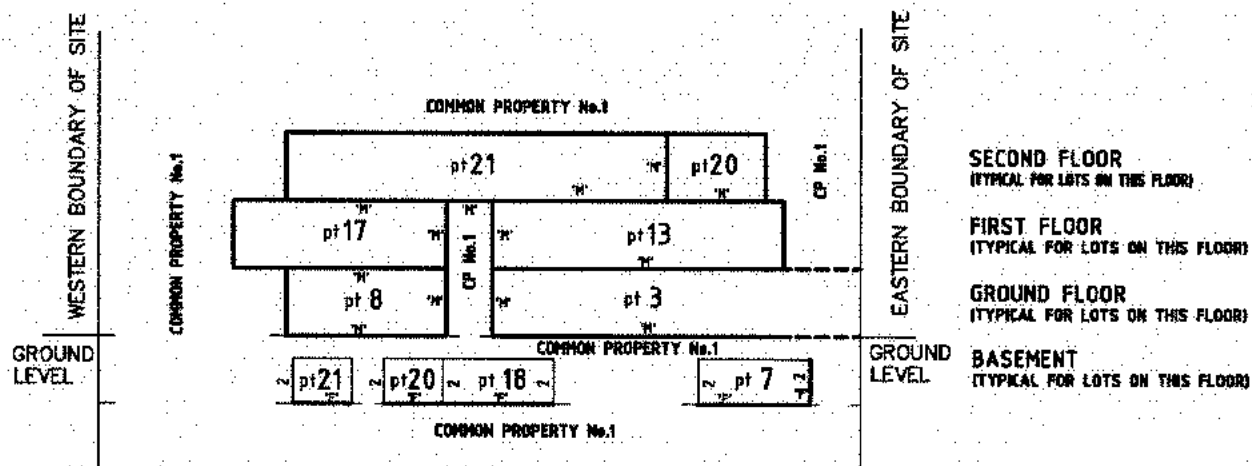


DIAGRAM 5
CROSS SECTION X-X'

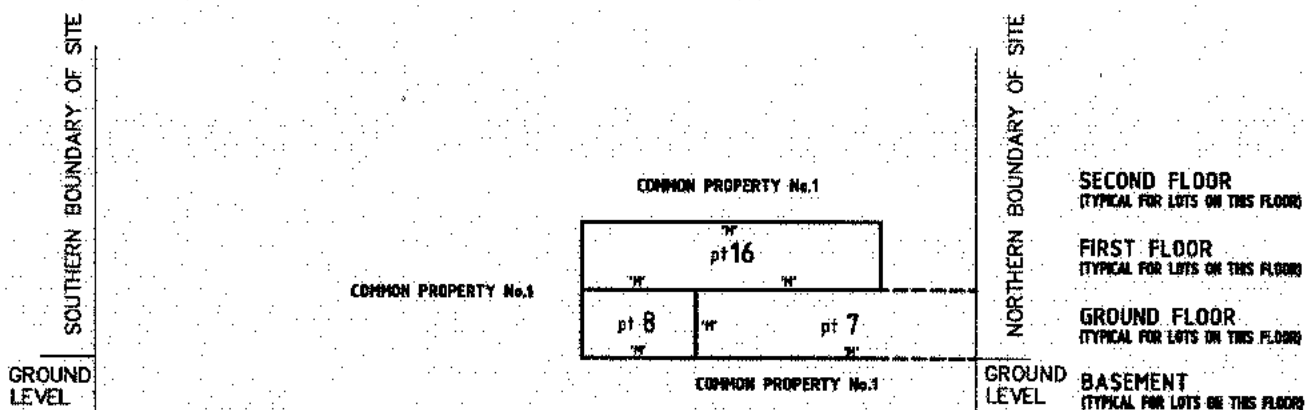


DIAGRAM 6
CROSS SECTION Y-Y'



ABN: 47 161 610 813
Level 4, 801 Glenferrie Street, Melbourne, VIC Australia 3000
Phone: +61 3 9513 7777 Fax: +61 3 9513 7708
Email: victoria@cardno.com.au Web: www.cardno.com/victoria

SCALE
N.T.S.

JOHN MULDOWNNEY / VERSION 6

ORIGINAL SHEET
SIZE: A3

SHEET 6

Plan of Subdivision PS715402T
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061331C

Plan Number: PS715402T

Responsible Authority Name: Manningham City Council

Responsible Authority Permit Ref. No.: PL15/024924

Responsible Authority Certification Ref. No.: SC15/006910

Surveyor's Plan Version: 06

Certification

☒ This plan is certified under section 6 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: Simone Boyd

Organisation: Manningham City Council

Date: 07/09/2015



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/03/2019 12:05:29 PM

OWNERS CORPORATION 1
PLAN NO. PS715402T

The land in PS715402T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 21.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNEL STREET PORT MELBOURNE VIC 3207
AM277396W 26/10/2015

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. OC027720N 09/10/2015

Additional Owners Corporation Information:
OC027719W 09/10/2015

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	50	50
Lot 2	92	92
Lot 3	58	58
Lot 4	58	58
Lot 5	87	87
Lot 6	81	81
Lot 7	87	87



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/03/2019 12:05:29 PM

OWNERS CORPORATION 1
PLAN NO. PS715402T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8	76	76
Lot 9	68	68
Lot 10	81	81
Lot 11	65	65
Lot 12	85	85
Lot 13	83	83
Lot 14	87	87
Lot 15	83	83
Lot 16	96	96
Lot 17	51	51
Lot 18	85	85
Lot 19	71	71
Lot 20	88	88
Lot 21	99	99
Total	1631.00	1631.00

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.

Property Report from www.land.vic.gov.au on 29 March 2019 12:03 PM

Address: UNIT 18/863 DONCASTER ROAD DONCASTER EAST 3109

Lot and Plan Number: Lot 18 PS715402

Standard Parcel Identifier (SPI): 18\PS715402

Local Government (Council): MANNINGHAM Council Property Number: 790326

Directory Reference: Melway 47 J1

Note: There are 22 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

This property is not in a designated bushfire prone area.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: WARRANDYTE

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

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

Planning scheme data last updated on 27 March 2019.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

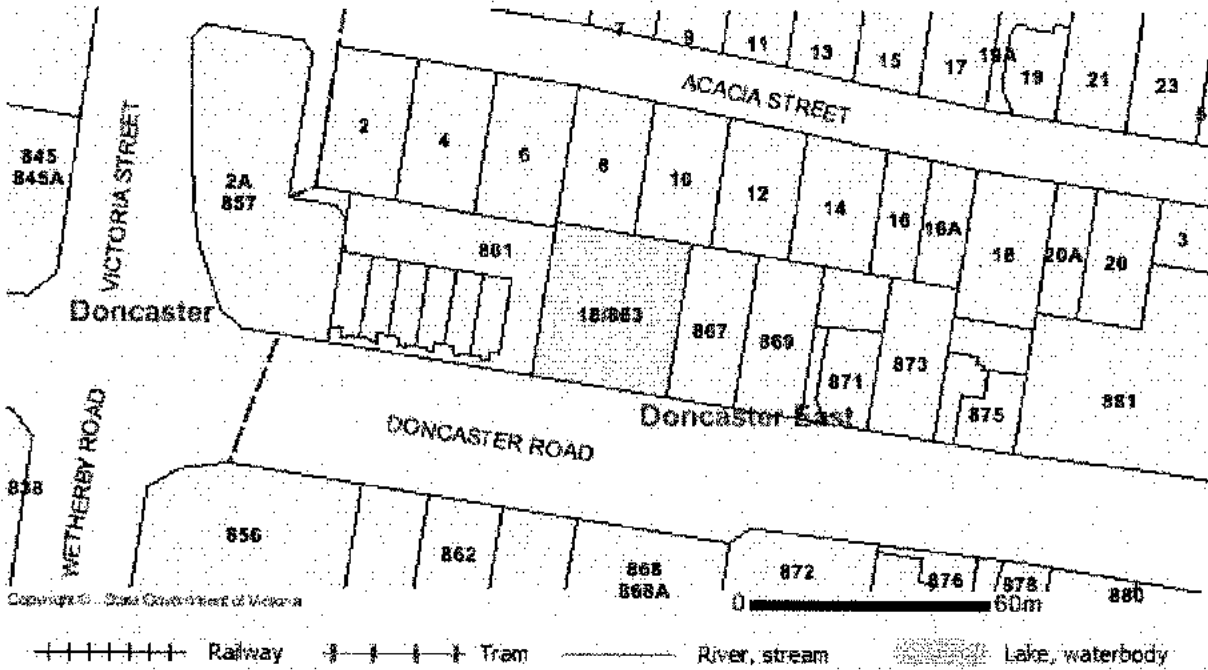
For other information about planning in Victoria visit www.planning.vic.gov.au

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Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Printed from www.planning.vic.gov.au on 29 March 2015 2:06 PM

PROPERTY DETAILS

Address: **UNIT 18/863 DONCASTER ROAD DONCASTER EAST 3109**
Lot and Plan Number: **Lot 18 PS715402**
Standard Parcel Identifier (SPI): **18\PS715402**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **790326**
Planning Scheme: **Manningham**
Directory Reference: **Melway 47 J1**

www.manningham.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/manningham

UTILITIES

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

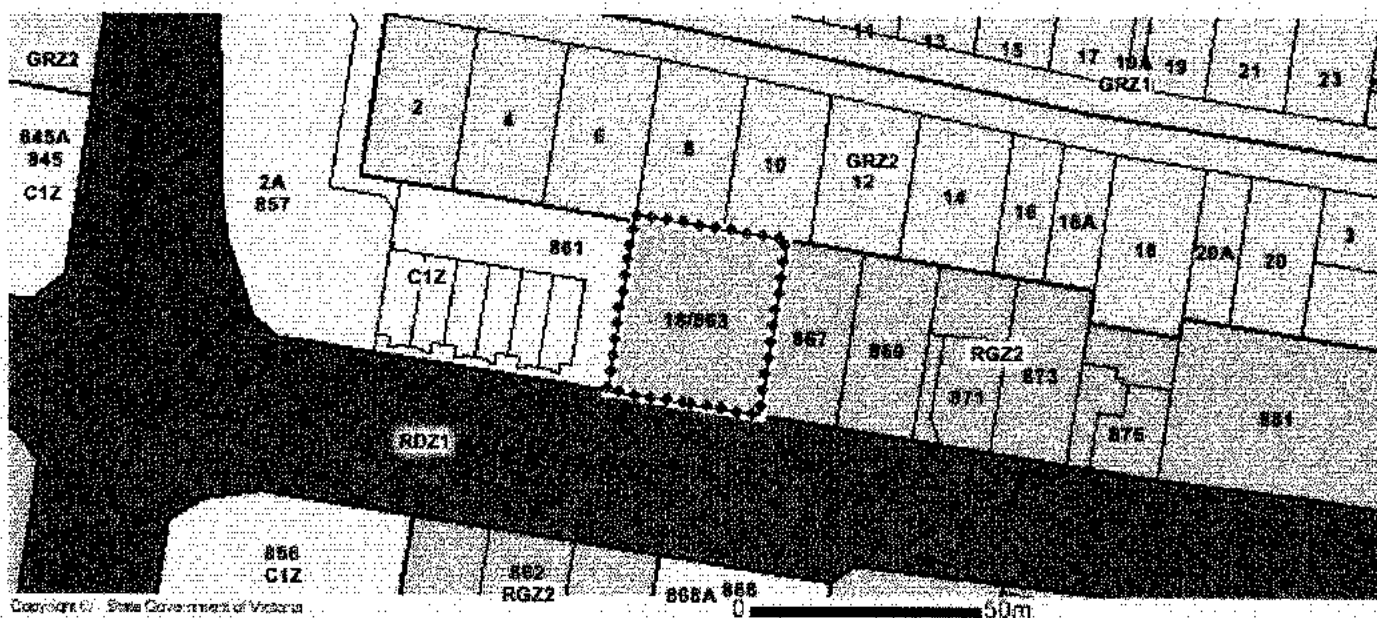
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **WARRANDYTE**

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)



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- | | | |
|--------------------------|---------------------------|-------------------------------|
| C1Z - Commercial 1 | GRZ - General Residential | PUZ4 - Public Use - Transport |
| RDZ1 - Road - Category 1 | RGZ - Residential Growth | |

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 PROPERTY REPORT: 18/863 DONCASTER ROAD DONCASTER EAST 3109

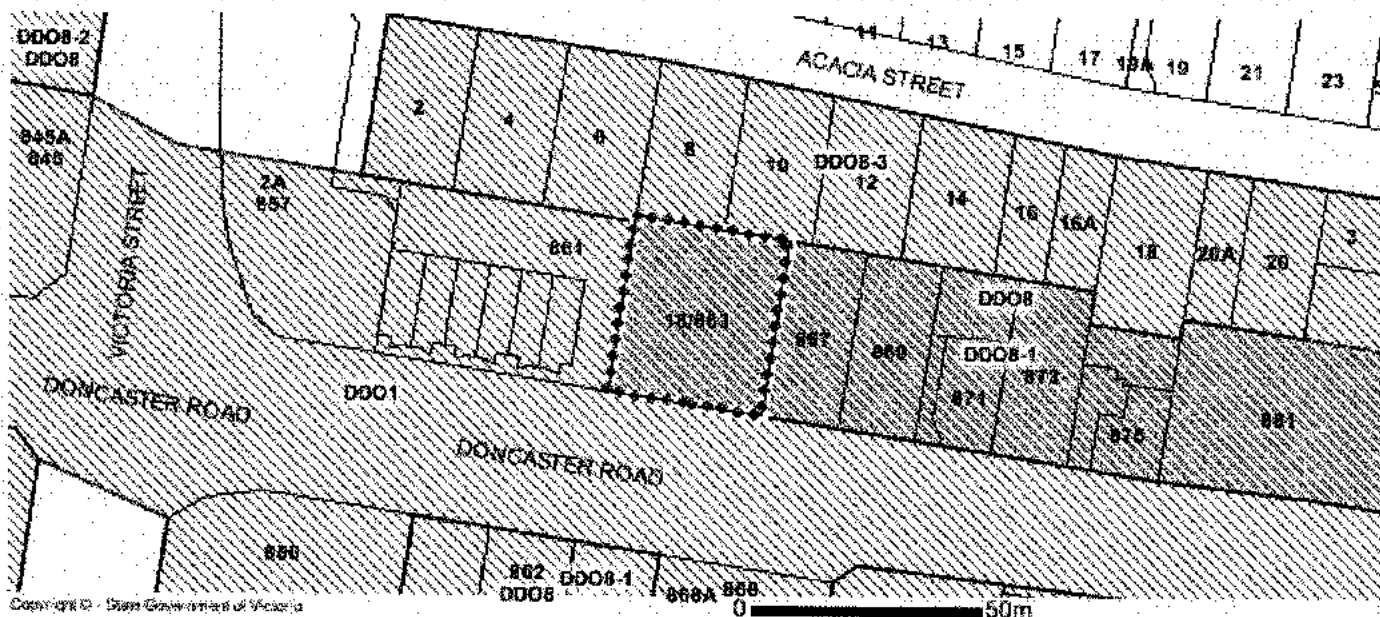
Page 1 of 3

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

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



DDO - Design and Development

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

Further Planning Information

Planning scheme data last updated on 27 March 2019.

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>

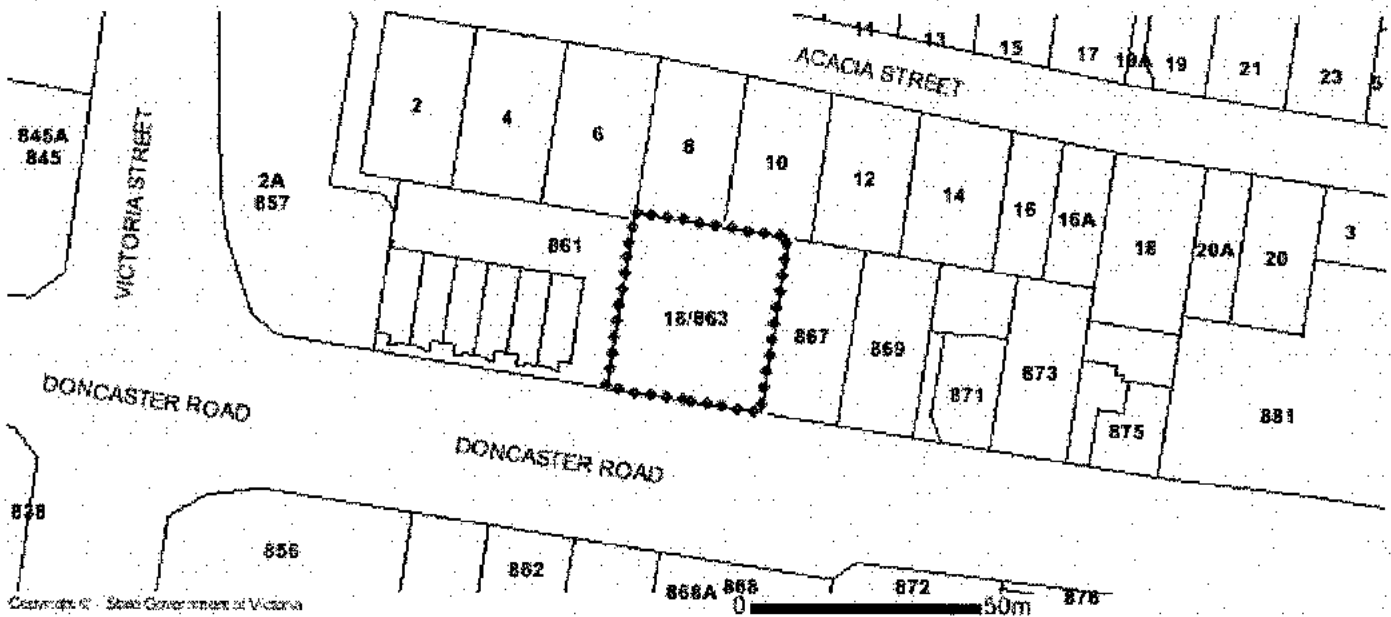
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



YARRA VALLEY WATER
ABN 93 085 302 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

29th March 2019

P Pandeli via SAI Global Property
SAIGPROPERTY

Dear P Pandeli via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	8/863 DONCASTER ROAD DONCASTER EAST 3109
Applicant	P Pandeli via SAI Global Property SAIGPROPERTY
Information Statement	30455971
Conveyancing Account Number	2469580000
Your Reference	Kohlon

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 Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ASN 93 088 902 991

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Encumbrance

Property Address	8/863 DONCASTER ROAD DONCASTER EAST 3109
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE 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.



YARRA VALLEY WATER
ABN 92 086 992 001

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

T (03) 9872 1363

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	8/863 DONCASTER ROAD DONCASTER EAST 3109
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

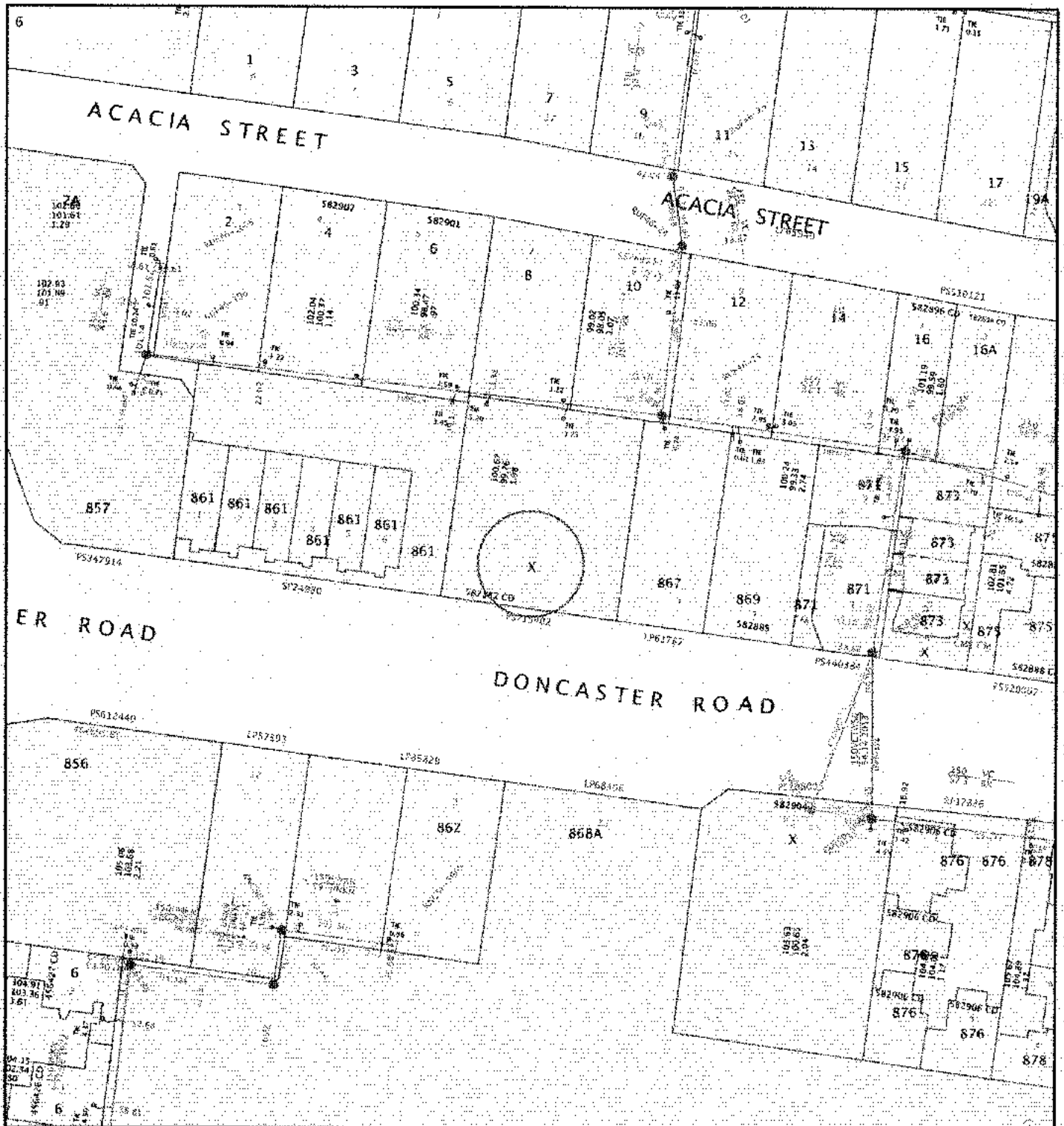
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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





YARRA VALLEY WATER
ASN 95 956 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

P Pandeli via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 0199225734
Rate Certificate No: 30455971

Date of Issue: 29/03/2019
Your Ref: Kohlon

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 8/863 DONCASTER RD, DONCASTER EAST VIC 3109	8WPS715402	5075823	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2019 to 31-03-2019	\$19.20	\$19.20
Residential Sewer Service Charge	01-01-2019 to 31-03-2019	\$112.64	\$112.64
Parks Fee	01-07-2018 to 30-06-2019	\$77.10	\$77.10
Drainage Fee	01-01-2019 to 31-03-2019	\$24.84	\$24.84
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$1029.73
Total for This Property			\$1263.51
Total Due			\$1263.51

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre

10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER
ASN 93 066 901 601

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5075823

Address: UNIT 8/863 DONCASTER RD, DONCASTER EAST VIC 3109

Water Information Statement Number: 30455971

HOW TO PAY



Billir Code: 344366
Ref: 01982257347



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5075823

Address: UNIT 8/863 DONCASTER RD, DONCASTER EAST VIC 3109

Water Information Statement Number: 30455971

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au



**OWNERS CORPORATION PLAN No PS 715402T
863-865 DONCASTER RD, DONCASTER EAST 3109**

**MINUTES OF THE SPECIAL GENERAL MEETING HELD ON
24 OCTOBER 2018 AT DONCASTER SENIOR CITIZENS CENTRE 7.30 PM**

1. **PRESENT:** Lot 21 – Gisela Weidemann
2. **PROXIES:** Lot 1 – James Kelly proxy to Ben Koloszar, Lot 4 – Michelle Laing proxy to Ben Koloszar, Lot 6 – Della Chak proxy to Ben Koloszar,
3. **IN ATTENDANCE:** Ben Koloszar from Ace Body Corporate Management
4. **APPOINTMENT OF CHAIRPERSON:** It was resolved that Ben Koloszar be appointed chairperson of the meeting.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

5. **ENTITLEMENT TO VOTE:** Only financial members may vote.
VOTING METHOD: It was resolved that voting will be done verbally.

QUORUM: As there were less than 50% of the members represented at the meeting or by proxies, an interim meeting was declared. Members have 28 days to object to the resolutions made at the meeting. If 25% of members object then another meeting will be called. If after the 29 days, no objections have been received all resolutions made at the meeting stand.

THE FOLLOWING RESOLUTIONS WERE PASSED:

6. **CONFIRMATION OF MINUTES –**

That the minutes from the SGM held on the 1st March 2018 were true and correct.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

7. **FINANCIAL STATEMENTS:** That the financial statements for the year ending 30th September 2018 as tabled, represented a true and correct record.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

8. **MANAGER REPORT:** That the manager's report be accepted

For: 4	Against: N/A	Outcome: N/A
--------	--------------	--------------

9. **INSURANCE**

Ace Body Corporate Management outlined the importance of having the building valued to ensure that it is adequately covered and recommended review of Building Cover, Liability Cover, Catastrophe Insurance, Office Bearers Insurance and Fidelity Insurance. It was resolved by members, to remain at the same level of building cover and for this to be reviewed at the next AGM. It was suggested to obtain a valuation to ascertain adequate building cover. This to be discussed at the next AGM.

As disclosed in the contract of appointment of owners corporation manager item 1.3.1 that Ace Body Corporate Management North Eastern (ASIC No. 283106) is an authorised representative of CHU Underwriting Agencies and Resolute Property Protect (AFS Licence No.425 966) and receives a commission for the sale of strata insurance products.



Insurance continued

Item	Current	
Company:	Strata Unit Underwriting Agency P/L	
Policy #:	HU0043213	
Building:	\$6,300,000	
Public Liability:	\$10,000,000	
Fidelity	\$100,000	
Voluntary Workers:	\$200,000	
Office Bearer	\$1,000,000	
Period of Cover	26/08/18 – 26/08/19	

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

Members may contact Resolute Property Protect on 1300 668 033 direct to obtain a certificate of currency for their banks.

10. FINANCE BUDGET FOR THE YEAR ENDING 30 SEPTEMBER 2019

- 10.1 **Budget and Contributions** - It was resolved to increase the annual contribution fees at \$63,486.50. The funds will be raised according to Lot Liabilities and are to be paid quarterly in advance on 1st October and 1st January 1st April and 1st July and shall continue at that rate unless altered by a resolution of the Owners Corporation. **Please note that the increase to the fees will commence from the next fees due on 1st January 2019.**
- 10.2 **Maintenance Fund** – It was resolved to continue with the Maintenance Fund and increase the amount to be raised. A total amount of \$5500.00 (including GST) per annum is to be raised based on Lot Liabilities. The maintenance fund will be paid quarterly in advance (as with the contribution schedule above) and shall continue at that rate unless altered by a resolution of the Owners Corporation. The increase will commence from the next fees due on 1st January 2019.
- 10.3 **Interest Charges** The Owners Corporation Act 2006 Part 3 Section 29 allows for the charging of interest. It was resolved to charge interest on all overdue fees.
It was resolved to charge interest at the same rate set by the Penalty Interest Rates Act (Vic) 1983 which is currently 10% per annum.
- 10.4 **Debt Collection – Owners Corporation Act 2006 Part 3 Section 30 Recovery of money owed** – authorises the OC to recover monies owed in any court of competent jurisdiction. In Victoria this is VCAT. It was resolved to engage the services of solicitor to act on behalf of the OC to collect fees in arrears.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------



11. GENERAL BUSINESS

- 11.1 **External Lights** – General lighting of the common area was discussed and was considered to be adequate. Some lights have been replaced with LED lights and more to follow.
- 11.2 **Smoke Detectors** – Members are reminded that owners or tenants every 6 months must regularly maintain smoke detectors by changing the batteries. This includes hard wired detectors as they contain a backup battery. This should also be noted in any tenants lease agreements.
- 11.3 **Maintenance and Security of Complex** – It is very important that security is maintained by all owners and their tenants. It is very important that all maintain a clean environment with regard to rubbish. The OC has installed a key safe for the maintenance and repair of fire equipment, the PIN no is 12965. Please ensure this is not divulged to unauthorised people. It is always good to check with the OC manager first.
- 11.4 **Maintenance and Repair items and previous overdue bills – the following items were discussed and approved:**
- Schindler Quote - \$3,685.00 installation of Lift Modem, WI-Fi 4G connection
 - Link Fire Quotes : Q108966 : \$2,552.00 – Q109933 - \$308.00 – Q109945 - \$1,034.00
 - Electricity Account with AGL : \$7,935.90
VBCS changed over from Origin to AGL without the permission of the OC. The bills were sent to VBCS and were not paid. The OC manager has laid a dispute with AGL over the unauthorised changeover.
 - Assay Abloy – Tax Invoice of \$825 for 6 remote controls and coding. The invoice is dated 14/07/2016
 - Trademark – Quote 29/08/2018 : \$1,584.00 – 8 x storm water pipe penetrations highlighted by Link Fire
 - There were 3 x storm water pipes that leaked onto vehicle parked directly below. The tenant is from unit 12. It has affected the paint on his car. He has made a claim against the OC for the repair of the paint work. He has provided a quote for \$1,733.05.
This was discussed and a suggested a once offer of goodwill of \$500.00 be made.
The leak in the pipes has since been fixed.
- 11.5 **Signs for Car Park and Visitors Car spaces** – It has been noted that some tenants are abusing the visitors space by parking multiple cars in the allocated space. Visitors Car Spaces are only designed for visitors only and are for short term parking. This means 1-2 hours maximum. Signs will be erected.
- 11.6 It was note that there are some stains on the walls in the car park and storage cage area. This to be investigated.



12. OH & S:

The members are reminded that as of 31 March 2004 any work undertaken on the behalf on the Owners Corporation will be by a suitable and qualified contractor.

They must have a work safe (Workcover) ticket or equivalent and \$10 Million public liability cover.

The Owners Corporation manager advises that any work undertaken by members for their internal units, it would be prudent to ask trade person do they have public liability, their policy number and insurance company and are they licensed if appropriate.

The Owners Corporation manager advised that changes to the occupational, health and safety act came into force of March 2004.

Works carried out on behalf of the body corporate **above 2 meters in height** should be carried only by suitably qualified contractors who have the following;

- Public Liability Insurance \$10 Million
- Worksafe ticket.

The Owners Corporation needs to take reasonable precautions and exercise proper diligence to ensure that this happens. Owners Corporation effectively meet their obligations by:

- Identifying hazards on common property; and
- Assessing risks that may result because of the hazards; and
- Deciding on control measures to prevent, or minimize the level of the risks.

13. APPOINTMENT OF COMMITTEE:

Owners Corporations Act 2006 Section 11, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 11 (1/08)

Under section 11 of the Owners Corporations Act 2006 an Owners Corporation may by instrument delegate any power or function of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution) to the Committee of the Owners Corporation;

As only one member attended the meeting and there were no nominations there is no committee appointed this year.

The OC manager has received instrument of delegation and will conduct his duty accordingly.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

14. APPOINTMENT OF OWNERS CORPORATION MANAGER

It was resolved that Ribtech Australia Pty Ltd (ABN 84 095 155 767) trading as Ace Body Corporate Management North Eastern holding BLA License No. 000070 be appointed as Owners Corporation Manager, for a period of three years commencing 24/10/2018 for OWNERS CORPORATION PLAN NO. PS 715402T and have all delegated powers as provided for in the regulations.

It was resolved unanimously that the Owners Corporation delegates to the Manager only those powers and functions that are necessary to enable it to perform its duties under Regulation 119 and management agreement. Such delegation shall include the power to sign on behalf of the Owners Corporation and Owners Corporation certificate in the Schedule to the regulations and any contracts not requiring the seal of the Owners Corporation. Such powers and functions may be exercised or performed by any employees of the Manager to whom the Manager delegates all or any such powers and functions.

For: 4	Against: 0	Outcome: Passed
--------	------------	-----------------

MEETING CLOSED 8:05 pm

Owners Corporation Notification of Making Rules

OC027720N

15/09/2015

\$59.80

OCR



Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

Name: Pearce Webster Dugdales

Phone:

Address:

Reference:

Customer Code: 1375W

Applicant: *(full name and address including postcode)*

Jaan Holdings Pty Ltd ACN 113 471 917 of Unit 18, 4 Sparks Avenue Fairfield Vic 3078

Plan No.: 715402T

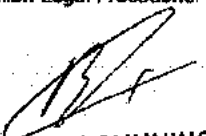
Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 15/09/2015

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:


BRADLEY CUNNINGHAM
An Australian Legal Practitioner
(Pursuant to the Legal Profession
Uniform Law Vic)
4/379 Collins Street, Melbourne

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE G

ADDITIONAL RULES FOR OWNERS CORPORATION PLAN OF SUBDIVISION PS715402T

"863-865 DONCASTER ROAD DONCASTER EAST

OC027720N

15/09/2015

\$59.80 OCR



Note:

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the owners corporation Act 2006 (Vic) or the Subdivision Act 1998 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

Any reference to the Owners Corporation may include an Owners Corporation Manager or a committee of the Owners Corporation that has been appointed by the Owners Corporation to assume certain powers and duties of the Owners Corporation and to determine terms and conditions referred to in any of the Owners Corporation rules.

A. Use of common property

A member must not, and must ensure that the occupier of a member's lot does not:

1. use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their invitees;
2. park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in the member's designated parking area;
3. use or permit the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the invitees of any such member or occupier;
4. make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
5. use language or behave in a manner likely to cause offence or embarrassment to a member or occupier of another lot or to any other person lawfully using the common property;
6. smoke on common property;
7. use possess or deal in illegal drugs or other substances on common property;
8. consume alcoholic beverages on common property;
9. sexually harass or discriminate against any person on the basis of race, sex, age or gender preference;
10. obstruct any fire equipment, cupboards, walls, passage ways stairways, lifts, grease traps, driveways or walkways;
11. enter any plant room or tamper with any plant and equipment on the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent
12. store or place any bicycle or motor cycle or pot plant or any other private materials or goods on the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

OC027720N

15/09/2015

\$59.80

OCR



13. use any part of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation from time to time
14. permit the undue accommodation of mail newspapers or advertising materials in or near the member's letterbox or other receptacle;
15. display any placard advertisement or sign on or from the common property without prior written consent of the Owners Corporation and then only upon the terms of such consent;
16. use or interfere with any property of the Owners Corporation without prior written consent of the Owners Corporation;
17. use the common property for the holding of any meeting, functions or gatherings without prior written consent of the Owners Corporation and then only upon the terms of such consent;
18. breach any rules or regulations relating to the common property and any facility on the common property;
19. remove any item, equipment or such other things that are and remain the property of the Owners Corporation for any reason whatsoever;
20. fail to report any repair or maintenance required to the common property to the Owners Corporation Manager;
21. use the common property other than in accordance with the directions of the Owners Corporation;
22. use any fire appliance or fire equipment for anything other than extinguishing a fire or in the case of emergencies; and
23. make any alterations or additions to the common property, the building, the services or equipment on common property whether structural or otherwise without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation

B. Use of the Lots

A member must not, and must ensure that the occupier of a member's lot does not:

1. use or permit the member's lot to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the invitees of any such member or occupier;
2. make or permit to be made any undue noise in the member's lot;
3. allow any part of the lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the building;
4. use amenities in the building that have been specifically allocated to another member or occupier of any lot or the invitees of any such member or occupier;
5. use, possess or deal in illegal drugs or other substances;
6. perform any act or fail to do any act which may void any insurance taken out by the Owners Corporation or which may increase the premium payable for the insurance. A member breaching this rule must indemnify the Owners Corporation from and against any loss arising from the breach including the payment of any additional insurance premium; and
7. make any alterations or additions to the lot whether structural or otherwise which changes the appearance of the exterior of the lot or of the building including any structural alterations or additions to the interior of the lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

OC027720N

15/09/2015

\$59.80

OCR



A member must not, and must ensure that the occupier of a member's lot does not:

1. park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than a parking area designated for such purpose by the Owners Corporation;
2. park or permit to be parked any vehicle, trailer or motor cycle other than within parking area designated by the Owners Corporation and Owners Corporation reserves the right to remove any offending vehicles, trailer or motor cycles at the member's cost;
3. permit oil leakages from any vehicle, trailer or motor cycle onto the car park area or common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the car park area or the common property;
4. must not use that part of a lot designated for a car parking space for any other purpose without prior written consent of the Owners Corporation and then only upon the terms of such consent;
5. allow any car park lot to be used by anyone other than an owner or occupier of a lot;
6. park in a car park lot other than the member's car park lot;
7. store any private items or materials on any car park lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent; and
8. store any bicycles on any car park lot or common property other than at the bicycle racks provided.

D. Rubbish

A member must not, and must ensure that the occupier of a member's lot does not:

1. leave any garbage, refuse, rubbish, paper, bottle or carbon on the common property
2. throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butt, or other substance whatsoever out of the windows and doors.
3. refuse to bear the cost of cleaning and repair caused by a breach of the rule;
4. leave or fail to clean up any refuse which is dropped or spilled on the common property or fail to notify the Owners Corporation if refuse is spilled or dropped;

E. External Appearance

A member must not, and must ensure that the occupier of a member's lot does not:

1. install any equipment or apparatus of any kind including blinds, light fittings, awnings, flywire screens, security doors, air conditioning units or condensers of air conditioning units, antenna or satellite dish or any exterior fixtures or fittings of any description which extends outside the boundaries of the member's lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent. The Owners Corporation reserves the right to remove any offending equipment, apparatus, fixture or fitting at the member's cost;
2. paint, finish, deface, mark or otherwise alter or damage the external facade of any building or improvement forming part of the common property or the member's lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
3. make any alterations or additions to the lot whether structural or otherwise which changes the appearance of the exterior of the lot or of the building without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

OC027720N

15/09/2015 \$59.80 OCR



A member must not, and must ensure that the occupier of a member's lot does not display publicly on any portion of a lot or on the common property, including any noticeboard on the common property, any placard, sign or advertisement of any kind including for sale or for lease signs, except with the prior written consent of the Owners Corporation and then only upon the terms of such consent.

H. Animals on Lots

A member must not, and must ensure that the occupier of a member's lot does not:

1. keep any animal or pet on the member's lot or the common property without the prior written consent of the body corporate and then only upon the terms of such consent. If in the reasonable opinion of the Owners Corporation a pet or animal becomes noisy or interferes with the other member's use of their lot or the common property or becomes a nuisance to other members or occupiers, the Owners Corporation may require by written notice to the member that the pet or animal is removed from the lot and thereafter the member must not keep or allow the occupier to keep any pet or animal on their lot;
2. fail to clean up after any pet or animal soil or waste and must make good any damage caused by such pet or animal.

I. Access to Lots

A member must not, and must ensure that the occupier of a member's lot does not refuse, prohibit or obstruct access by the Owners Corporation or any person undertaking with the authority of the Owners Corporation for the purpose of installing, servicing or removing any pipes, ducts, cabling, utilities or other equipment.

K. Fire Control

A member must not, and must ensure that the occupier of a member's lot does not use or interfere with or activate any fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire hydrants and fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape. The Owners Corporation may recover the cost of charges for false alarms or making good any damage from the member.

P. Compensation & Make Good

A member must:

1. compensate the Owners Corporation in respect to any damage to the common property or services or equipment or personal property of the Owners Corporation under the care or control of the Owners Corporation caused by the member or any occupier of the member's lot or any licensee, visitor or other invitee of the member;
2. immediately make good any damage resulting from any building works undertaken by the member or the occupier of the member's lot, or if the Owners Corporation elects to make good any such damage reimburse to the Owners Corporation the cost of making good any such damage.

SCHEDULE 2

Form 2

Reg. 12

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS****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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.***

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

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

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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 Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007
 Subdivision Act 1988
 Owners Corporation Certificate

4. The following special fees or levies have been struck and are payable on the dates indicated below.

The total of any **Unpaid Special Levy fees** total for the following: Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are:

None Scheduled

6. The Owners Corporation presently has the following insurance cover

Description	Details
Name of the Company	Strata Unit Underwriters P/L
Policy Number	06S1890669
Kind of Policy	Strata Title
Building Cover Amount	\$6,300,000
Public Liability Cover	\$10,000,000
Renewal Date	26/08/2019
Period of Cover	26/08/2018-26/08/2019

7. The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.
8. The total funds held by the owners corporation as at Friday, 15 February 2019 are: Admin fund: \$4,919.27
Sinking Fund: \$1,947.96 **Total Funds held \$6,867.23**
9. The Owners Corporation **has not** any liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above.
10. The Owners Corporation **has not** granted contracts, leases, licenses or agreements affecting the common property.
11. The Owners Corporation **has not** made agreement to provide services to members and occupiers for a fee.
12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
No orders received.
13. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows: N/A
14. The Owners Corporation has resolved to appoint a manager.
Ace Body Corporate Management
15. No proposal has been made for the appointment of an administrator
16. Any other Information: N/A

17. The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of Model Rules and Standard Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Dated : Wednesday, 20 February 2019
Signed on behalf the Owners Corporation



.....
Ben Koloszar appointed manager

Further information can be obtained by an inspection of the owners corporation register

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

1. **The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.**
2. **The information is subject to change without notice.**

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007
Subdivision Act 1988
Owners Corporation Certificate

Owners Corporation No: PS 715402T

Vendor: JK Property Group Vic P/L

Purchaser: TBA

Address: 863 Doncaster Rd, Doncaster East

Reference: Jack Kahlon : Email Request : 29/03/2019

Tel: 0412 932 450 **Fax:**

Email: kahlon.jack@gmail.com

This certificate is issued for Lot 8 Unit 108 on Plan No PS 715402T

The postal address of which is P O Box 240, Surrey Hills 3127

IMPORTANT: The information in this certificate is issued on Wednesday, 3 April 2019. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are **\$3,214.80** per annum for the year commencing **1st October paid quarterly**.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Admin	Sinking Fund	Total
1 st October	\$739.60	\$64.10	\$803.70
1 st January	\$739.60	\$64.10	\$803.70
1 st April	\$739.60	\$64.10	\$803.70
1 st July	\$739.60	\$64.10	\$803.70
Totals	\$2,958.40	\$256.40	\$3,214.80

2. The fees are paid up until **30/06/2018**.

If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any **Unpaid fees** now total : **\$2,889.70 + Interest Charges of \$99.92 Total \$2,989.62**

4. The following special fees or levies have been struck and are payable on the dates indicated below.

The total of any **Unpaid Special Levy fees** total for the following: Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are:

None Scheduled

6. The Owners Corporation presently has the following insurance cover

Description	Details
Name of the Company	Strata Unit Underwriters P/L
Policy Number	06S1890669
Kind of Policy	Strata Title
Building Cover Amount	\$6,300,000
Public Liability Cover	\$10,000,000
Renewal Date	26/08/2019
Period of Cover	26/08/2018-26/08/2019

Ace Body Corporate Management North Eastern

P.O. Box 240, Surrey Hills 3127 Tel: 03 9830 1996 Fax: 03 9830 1300 : Email : ben.k@acebodycorp.com.au

7. The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.
8. The total funds held by the owners corporation as at Monday, 1 April 2019 are: Admin fund: \$8,036.35
Sinking Fund: \$2,432.49 **Total Funds held \$10,468.84**
9. The Owners Corporation **has not** any liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above.
10. The Owners Corporation **has not** granted contracts, leases, licenses or agreements affecting the common property.
11. The Owners Corporation **has not** made agreement to provide services to members and occupiers for a fee.
12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
No orders received.
13. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows: N/A
14. The Owners Corporation has resolved to appoint a manager.
Ace Body Corporate Management
15. No proposal has been made for the appointment of an administrator
16. Any other Information: N/A

17. The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of Model Rules and Standard Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Dated : Wednesday, 3 April 2019

Signed on behalf the Owners Corporation



.....
Ben Koloszar appointed manager

Further information can be obtained by an inspection of the owners corporation register

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

1. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
2. The information is subject to change without notice.