

## FORM 1

Estate Agents Act 1980

Regulation 5(a)

# CONTRACT OF SALE OF REAL ESTATE

**Property Address: Flat 119, 5 Dudley Street, Caulfield East 3145**

Part 1 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### COOLING-OFF PERIOD

**Section 31, Sale of Land Act 1962**

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

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

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

### EXCEPTIONS

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

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

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

on / / 2020

Print name of  
person signing:

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

Print name of  
person signing:

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

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

**SIGNED BY THE VENDOR**

on / / 2020

Leslie Maria Hanger

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

**NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"**

**OFF-THE-PLAN SALES**

**Section 9AA(1A), Sale of Land Act 1962**

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

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Name: Viva Property Pty Ltd  
Address: 575 Elizabeth Street, Melbourne VIC 3000  
Email: info@vivaproperty.com.au  
Phone: 9373 6868 Mob: 0402 000 497 Fax: Ref:

### VENDOR

Name: LESLIE MARIA HANGER  
Address: 4 St Pauls Court, Wantirna South VIC 3152  
Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Anthony Raso & Associates  
Address: 1 Darryl Street, Scoresby 3179  
DX: DX 18204 Knox City  
Email: jiejegan@alr.com.au  
Phone: 03 9763 6399 Mob: Fax: 03 9764 1973 Ref: ALR:JG:190421

### PURCHASER

Name:  
Address:  
Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:  
Address:  
DX:  
Email:  
Phone: Mob: Fax: Ref:

### LAND (general conditions 3 and 9)

The land is described below:

Certificate of Title Reference	being lot	on plan
Volume 11901 Folio 511	33	729297J

OR

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

The land includes all improvements and fixtures.

### PROPERTY ADDRESS

The address of the land is: Flat 119, 5 Dudley Street, Caulfield East 3145

### GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixtures and Fittings as inspected

### PAYMENT (general condition 11)

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

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

**SETTLEMENT** (general condition 10)

is due on     /     /

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

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

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:  
in which case refer to general condition 1.1.

**subject to lease**

If '**subject to lease**' then particulars of the lease are:

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**TERMS CONTRACT** (general condition 23)

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

**LOAN** (general condition 14)

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

Lender: \_\_\_\_\_

Loan Amount:     \$ \_\_\_\_\_     Approval Date:     /     /

**SPECIAL CONDITIONS**

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

**special conditions**

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.



## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## **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**

Vendor: Leslie Maria Hanger of 4 St Pauls Court, Wantirna South VIC 3152

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this                      day of                      2020.

## SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.



### Special Condition 1 - PAYMENT

General condition 11 is replaced with the following:

#### 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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.



### Special Condition 2 - ACCEPTANCE OF TITLE

General condition 12.4 is added:

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



### **Special Condition 3 - TAX INVOICE**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.



### **Special Condition 4 - ADJUSTMENTS**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.



### **Special Condition 5 - 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.



### **Special Condition 5A - GST WITHHOLDING**

*[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]*

General condition 15B is added:

#### **15B. GST Withholding**

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (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.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
  - (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
 in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
  - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
  - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**.
 The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.



### **Special Condition 6 - SERVICE**

General condition 17 is replaced with the following:

#### **17. Service**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



### **Special Condition 7 - NOTICES**

General condition 21 is replaced with the following:

#### **21. Notices**

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



### **Special Condition 8 - ELECTRONIC CONVEYANCING**

- 8.1 Settlement and lodgment 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**. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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 lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 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  
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 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.



#### **Special Condition 9 - DEPOSIT BOND**

- 9.1 In this special condition:
  - (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand.
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special Condition 10 - BANK GUARANTEE**

- 10.1 In this special condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the **Banking Act 1959 (Cth)**.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



#### **Special Condition 11 - BUILDING REPORT**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



#### **Special Condition 12 - PEST REPORT**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**FORM 2**  
**Estate Agents Act 1980**

Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

### 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 Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. **Builder warranty insurance**

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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 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 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.
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#### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
  - (i) to call for further and better particulars in order to make a decision.
  - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

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## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

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

**VENDOR'S STATEMENT PURSUANT TO SECTION 32  
OF THE SALE OF LAND ACT 1962**

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

**VENDOR        LESLIE MARIA HANGER**

**PROPERTY     Flat 119, 5 Dudley Street, Caulfield East VIC 3145**

**1.        FINANCIAL MATTERS**

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

- (a)       Are contained in the attached certificates.
- (b)       Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i)       The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
  - (ii)      The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

**1.3       Terms Contract**

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

Not applicable.

**1.4       Sale Subject to Mortgage**

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

Nil.

## **2. INSURANCE**

### **2.1 Damage and Destruction**

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

Not applicable.

### **2.2 Owner-Builder**

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

Not applicable.

## **3. LAND USE**

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

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

### **3.2 Road Access**

There is access to the property by road.

### **3.3 Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

### **3.4 Planning Scheme**

The required specified information is Attached is a certificate with the required specified information.

## **4. NOTICES**

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

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

Nil.

#### **4.2 Agricultural Chemicals**

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

Nil.

#### **4.3 Compulsory Acquisition**

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

Nil.

### **5. BUILDING PERMITS**

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

### **6. OWNERS CORPORATION**

Attached is a current owners corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006* together with a copy of the documents specified in section 151(4)(b)(i) and (iii) of that Act.

### **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

#### **7.1 Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

#### **7.2 GAIC Recording**

The land is not affected by the GAIC.

### **8. SERVICES**

The following services are **not** connected to the land:

Nil.

### **9. TITLE**

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

### **10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

## 11. DUE DILIGENCE CHECKLIST

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

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

Date of this Statement: .....

Signature of the vendor: .....  
Leslie Maria Hanger

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

Date of this Acknowledgment: .....

Signature/s of the purchaser: .....

Name/s of the purchaser: .....

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### *Moving to the inner city?*

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

#### *Is the property subject to an owners corporation?*

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

### Growth areas

#### *Are you moving to a growth area?*

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

### Flood and fire risk

#### *Does this property experience flooding or bushfire?*

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

### Rural properties

#### *Moving to the country?*

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

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

#### *Can you build new dwellings?*

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

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

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

### Soil and groundwater contamination

#### *Has previous land use affected the soil or groundwater?*

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

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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



DATED

2020

LESLIE MARIA HANGER

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**VENDOR'S STATEMENT**

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Property

**Flat 119, 5 Dudley Street, Caulfield East**

ANTHONY RASO & ASSOCIATES

Solicitors

1 Darryl Street

SCORESBY VIC 3179

DX 18204 KNOX CITY

Tel: 03 9763 6399

Fax: 03 9764 1973

Ref: ALR:JG:190421



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VOLUME 11901 FOLIO 511

Security no : 124081150100X  
Produced 15/01/2020 05:05 PM

## LAND DESCRIPTION

Lot 33 on Plan of Subdivision 729297J.

PARENT TITLES :

Volume 06728 Folio 453      Volume 11354 Folio 487

Created by instrument PS729297J 26/07/2017

## REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LESLIE MARIA HANGER of 4 ST PAULS COURT WANTIRNA SOUTH VIC 3152  
AR306297Y 01/08/2018

## ENCUMBRANCES, CAVEATS AND NOTICES

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

## DIAGRAM LOCATION

SEE PS729297J 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: FLAT 119 5 DUDLEY STREET CAULFIELD EAST VIC 3145

## OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS729297J

DOCUMENT END



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Document Identification	<b>PS729297J</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>15/01/2020 17:08</b>

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PLAN OF SUBDIVISION			EDITION 1	PS 729297J
<b>LOCATION OF LAND</b>  <b>PARISH:</b> PRAHRAN AT CAULFIELD  <b>TOWNSHIP:</b> -  <b>SECTION:</b> -  <b>CROWN ALLOTMENT:</b> -  <b>CROWN PORTION:</b> 98 (PART)  <b>TITLE REFERENCE:</b> VOL 11354 FOL 487, VOL 6728 FOL 453  <b>LAST PLAN REFERENCE:</b> PS 704534M (LOT 1) LP 5120 (LOT 13)  <b>POSTAL ADDRESS:</b> 5 DUDLEY STREET, (at time of subdivision) CAULFIELD EAST 3145  <b>MGA 94 CO-ORDINATES:</b> E: 328 330      ZONE: 55 (of approx centre of land      N: 5 805 630 in plan)			Council Name: Glen Eira City Council  Council Reference Number: GE/CRT-6708/2017 Planning Permit Reference: GE/PP-30264/2017 SPEAR Reference Number: S097066C  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  Digitally signed by: Amanda Connolly for Glen Eira City Council on 27/06/2017  Statement Of Compliance issued: 06/07/2017	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		Boundaries shown by thick continuous lines are defined by buildings.  Location of Boundaries defined by buildings: Interior Face : All Boundaries.  Common Property No.1 is all the land in the Plan except the Lots and includes the structure of any wall, floor, ceiling, window, door, balustrade which define Boundaries.  All internal columns, slabs, beams, service ducts, pipe shafts, cable ducts and service installations within the building are deemed to be part of Common Property No.1. The positions of these columns, slabs, beams, service ducts, pipe shafts, cable ducts and service installations may not have been shown on the diagrams contained herein.  Lots in this Plan may be affected by one or more Owners Corporations. See Owners Corporation Search Report for details.   CP No.1 - Common Property No. 1 P - Projection Denotes Structure - Non Boundary	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION    Does Not Apply				
<b>SURVEY:</b> This plan is / is not based on survey.  This survey has been connected to permanent marks No(s): Prahran 70 & 342 In Proclaimed Survey Area No. -  <b>STAGING:</b> This is / is not a staged subdivision. Planning Permit No. -				
EASEMENT INFORMATION				
LEGEND:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
<div style="position: absolute; top: 0; right: 0; width: 100%; height: 100%; border-top: 1px solid black; border-right: 1px solid black;"></div>				
<b>LAND SURVEYORS - LAND DEVELOPMENT CONSULTANTS</b> P.O. Box 3293 Prahran East, Victoria 3181 Phone 1300 887 319   Email admin@sossurveying.com ABN 88 131 720 708		<b>SURVEYORS FILE REF:</b> 1071 01AC  Digitally signed by: Thomas Andrew Millar (Solly O Sullivan Surveying Pty Ltd), Surveyor's Plan Version (C), 24/04/2017, SPEAR Ref: S097066C		<b>ORIGINAL SHEET</b> SIZE: A3      SHEET 1 OF 11  <b>PLAN REGISTERED</b> TIME: 2:40pm      DATE: 26/07/2017 R.Bissell Assistant Registrar of Titles

mga 94 zone 55

DUDLEY STREET

$$\begin{array}{r} 96^{\circ}48'40'' \\ \underline{15.80} \end{array}$$

0.56 -  
276°48'40"

$$\begin{array}{r} 3.71 \\ \times 48.40 \\ \hline \end{array}$$
$$\begin{array}{r} 39.27 \\ \hline 6^{\circ}48'40'' \end{array}$$

96°48'40"  
30-48

SEE SHEETS 3 TO 9 FOR  
GROUND AND LEVELS 1 TO 4

GIPPSLAND

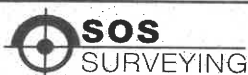
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A&C 52-78  
R 1991-56

RAILWAY

GIBSON STREET

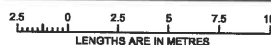
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4E-69

**SITE DIAGRAM**  
**DIAGRAM 1**



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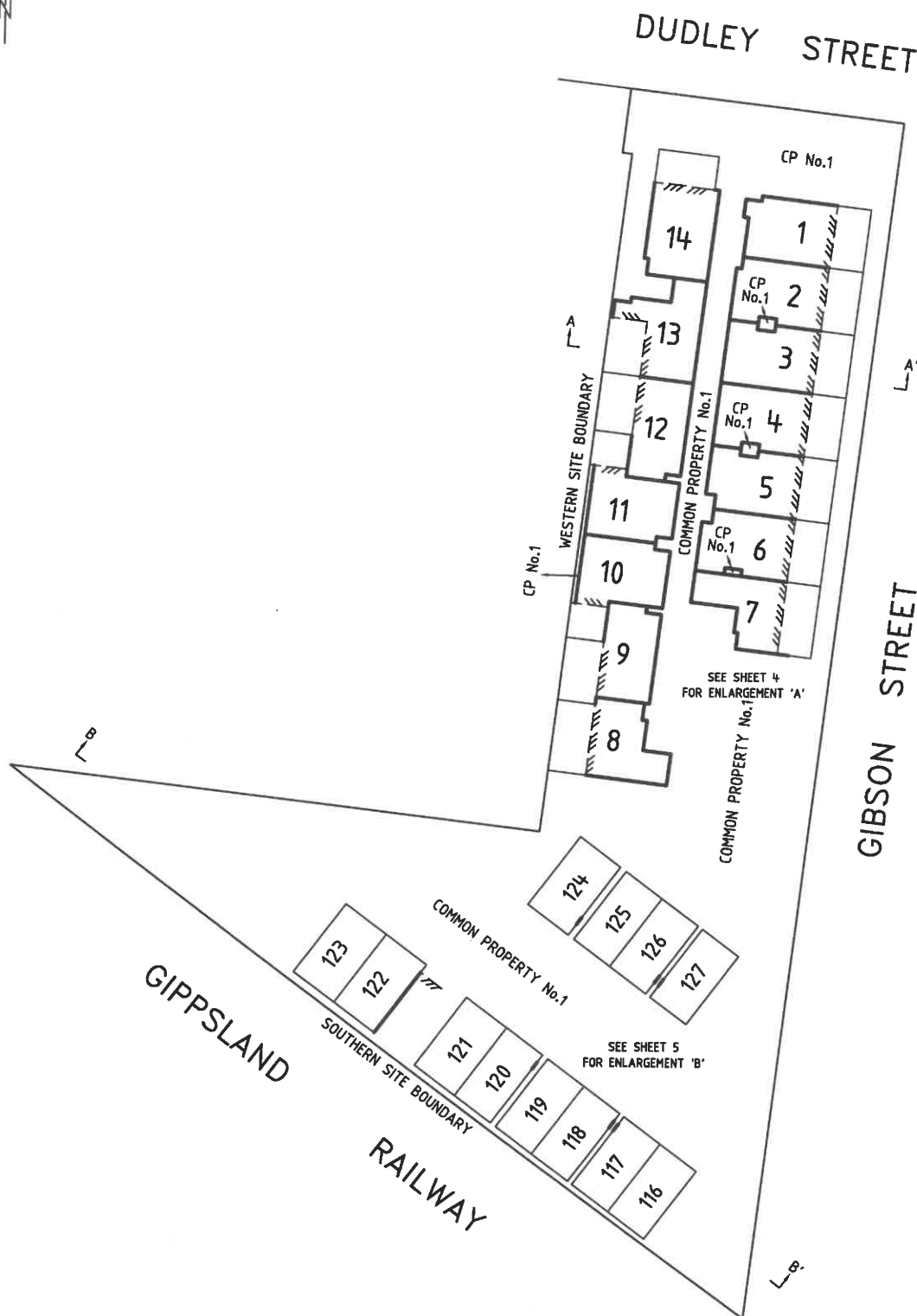
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SHEET 2

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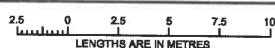


GROUND LEVEL  
DIAGRAM 2



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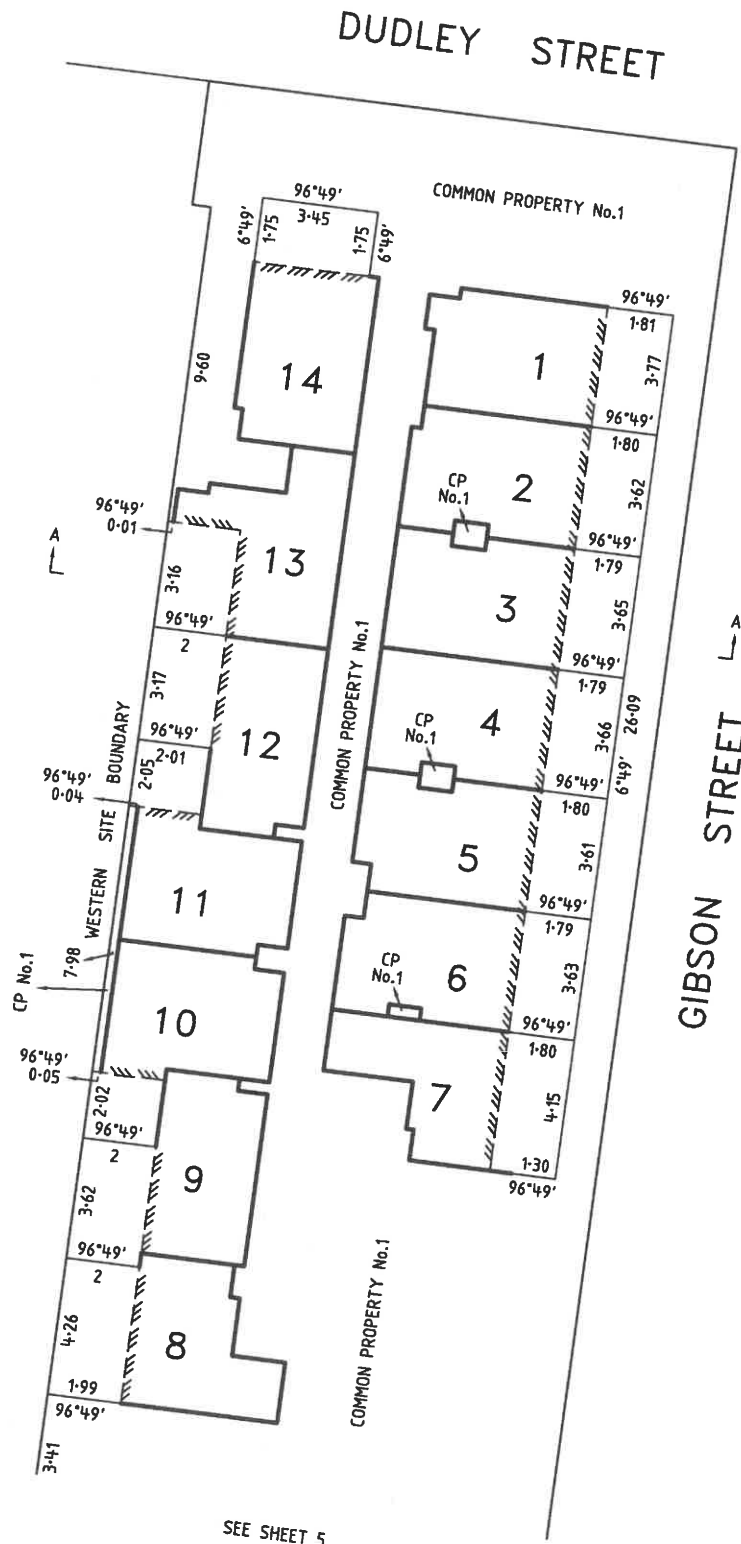
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SHEET 3

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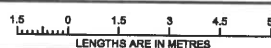
SEE SHEET 5

GROUND LEVEL (PART)  
ENLARGEMENT 'A'



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SHEET 4

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SHEET 5

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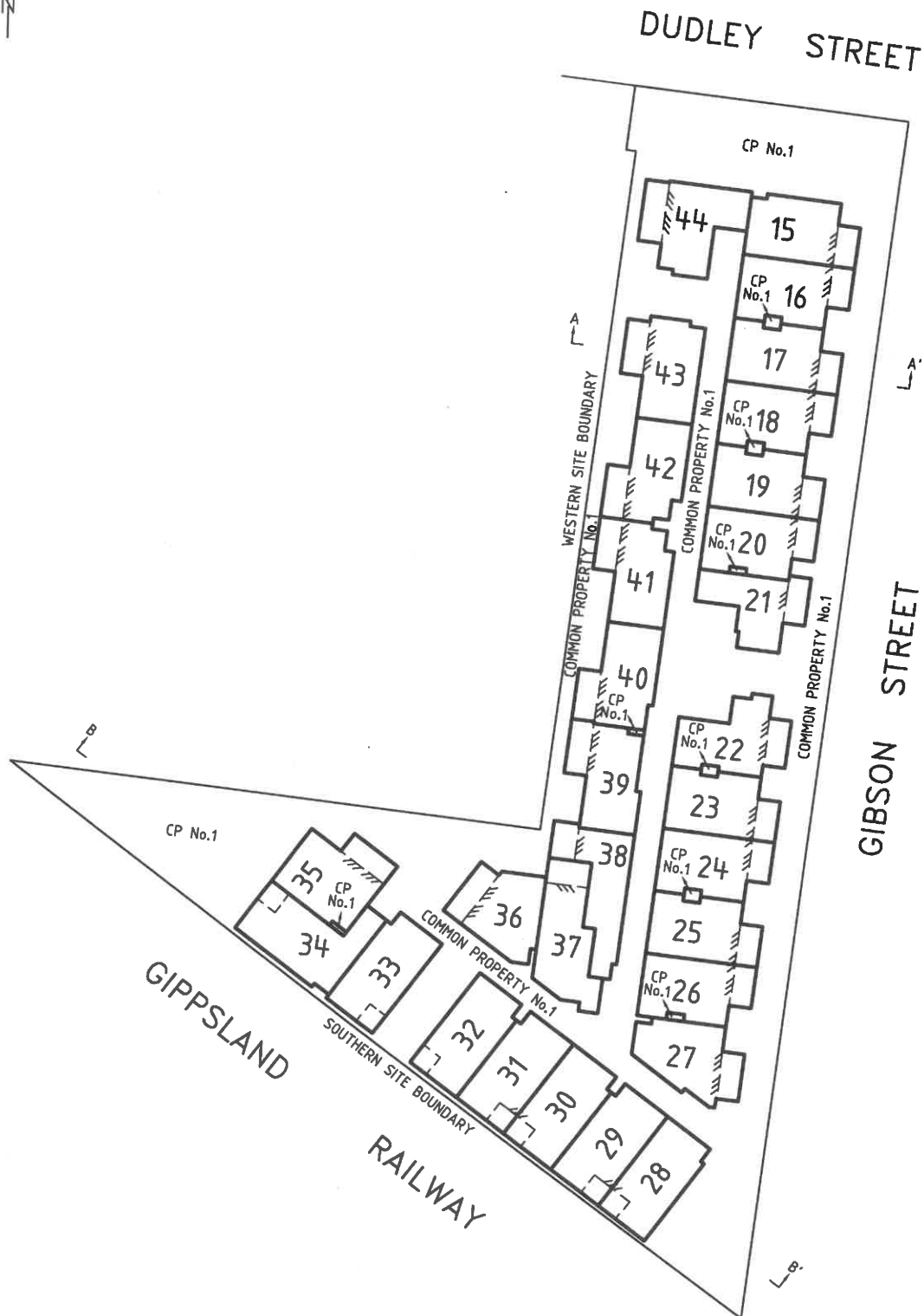
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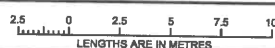


LEVEL 1  
DIAGRAM 3



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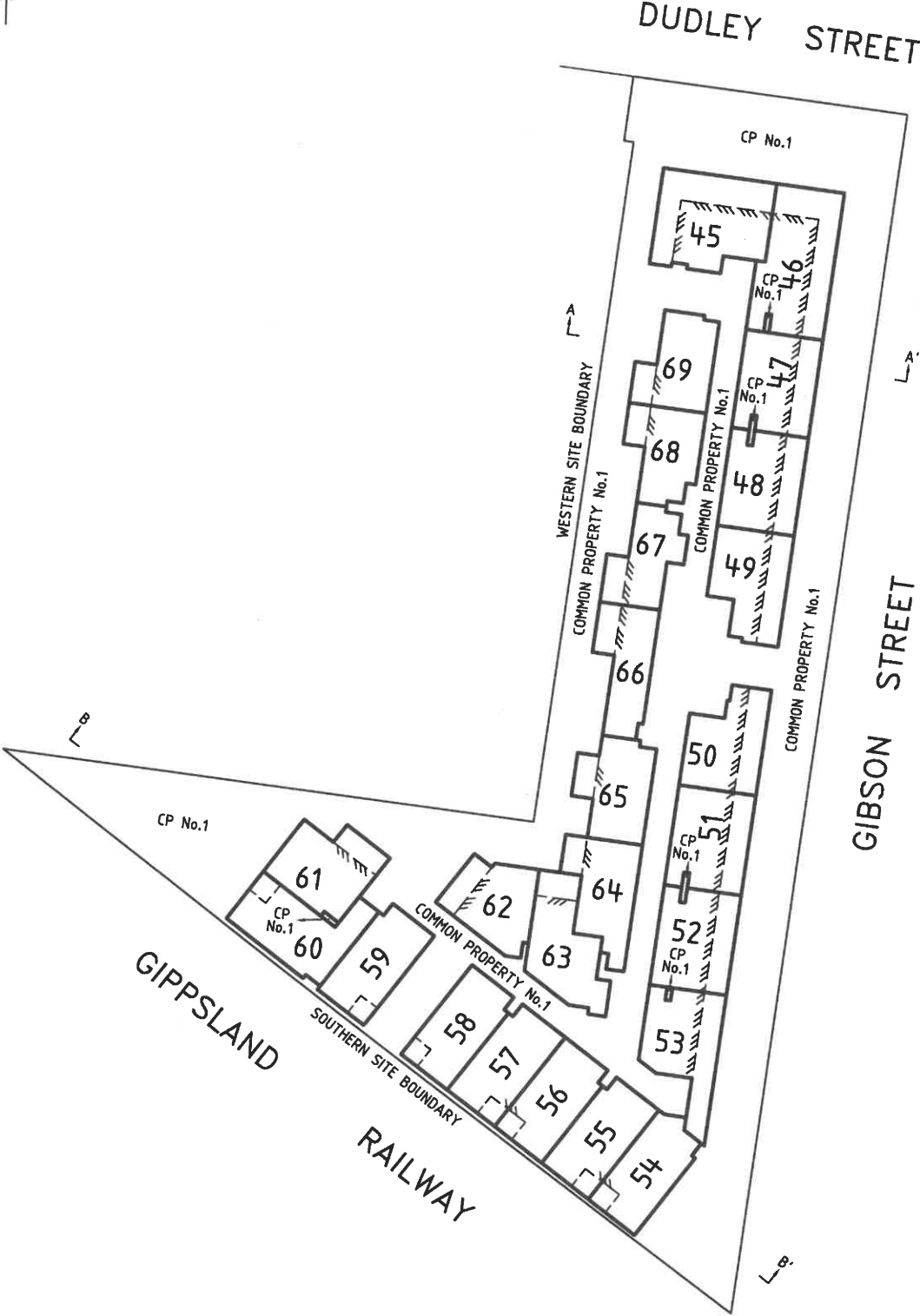
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LEVEL 2  
DIAGRAM 4



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LENGTHS ARE IN METRES

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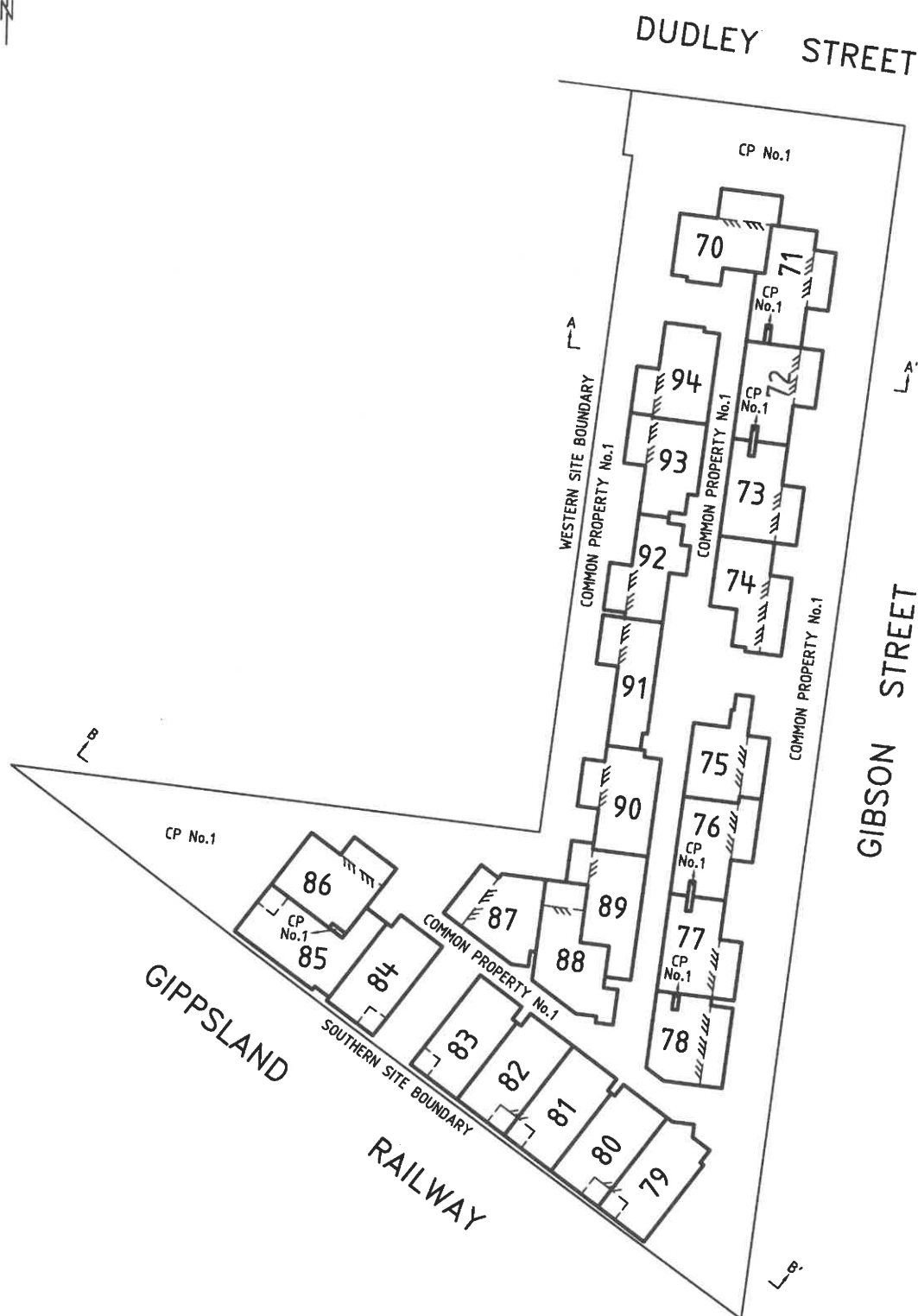
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SHEET 7

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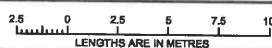
mga 94 zone 55



LEVEL 3  
DIAGRAM 5



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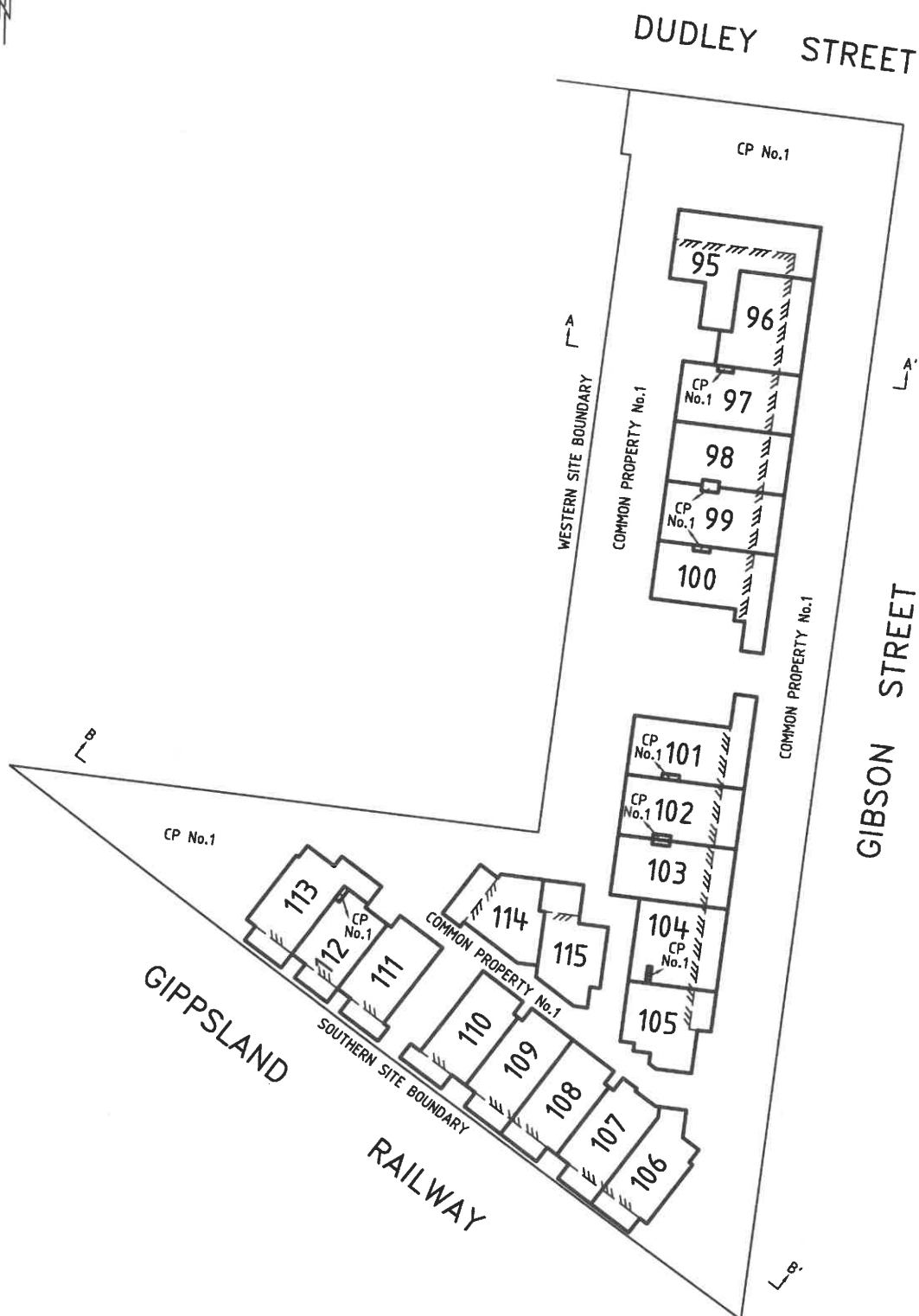


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SHEET 8

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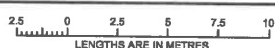


LEVEL 4  
DIAGRAM 6



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SHEET 9

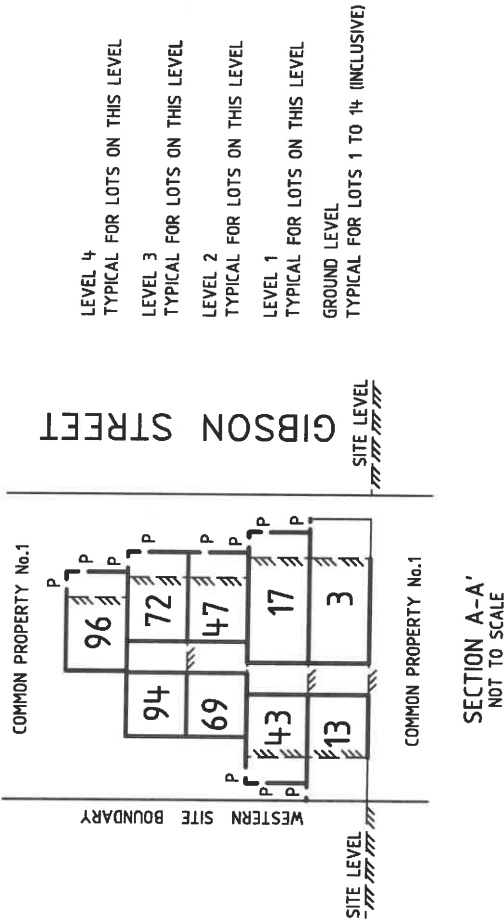
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Amended by: Stephen Bodey, 25/07/2017.

Note:

All horizontal projections shown herein represent the projection of the underside of the internal ceiling of that respective Lot.

PS 729297J



LAND SURVEYORS - LAND DEVELOPMENT CONSULTANTS

P.O. Box 3293 Prahran East, Victoria 3181  
Phone 1300 887 319 | Email [admin@sosurveying.com](mailto:admin@sosurveying.com)  
ABN 18 111 720 705

Amended by: Stephen Bodley, 25/07/2017.

ORIGINAL SHEET  
SIZE: A3

SHEET 10

Digitally signed by:  
Glen Eira City Council,  
27/06/2017,  
SPEAR Ref: S097066C

Digitally signed by: Thomas Andrew Millar (Solly O Sullivan  
Surveying Pty Ltd),  
Surveyor's Plan Version (C),  
24/04/2017, SPEAR Ref: S097066C

Note:

All horizontal projections shown herein represent the projection of the underside of the internal ceiling of that respective Lot.

PS 729297J

COMMON PROPERTY No.1

113	112	111	110	109	108	107	106
85	84		83	82	81	80	79
60	59		58	57	56	55	54
34	33		32	31	30	29	28

SITE LEVEL

COMMON PROPERTY No.1

SECTION B-B'  
NOT TO SCALE

GIBSON STREET

SITE LEVEL

LEVEL 4  
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 3  
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 2  
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 1  
TYPICAL FOR LOTS ON THIS LEVEL

GROUND LEVEL  
TYPICAL FOR LOTS 116 TO 127 (INCLUSIVE)



LAND SURVEYORS - LAND DEVELOPMENT CONSULTANTS  
P.O. Box 3293 Prahran East, Victoria 3131  
Phone 1300 887 319 | Email admin@sosurveying.com  
ABN 88 131 720 708

Amended by: Stephen Boddy, 25/07/2017.

Digitally signed by: Thomas Andrew Millar (Solly O Sullivan  
Surveying Pty Ltd),  
Surveyor's Plan Version (C),  
24/04/2017, SPEAR Ref: S097066C

Digitally signed by:  
Glen Eira City Council,  
27/06/2017  
SPEAR Ref: S097066C

ORIGINAL SHEET  
SIZE: A3

SHEET 11



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/01/2020 05:07:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS729297J**

The land in PS729297J is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 127.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
LEVEL 1 575 ELIZABETH STREET MELBOURNE VIC 3000  
  
AS354402A 16/07/2019

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC035935U 26/07/2017

**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	86	86
Lot 2	86	86
Lot 3	86	86
Lot 4	86	86
Lot 5	86	86



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2020 05:07:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS729297J**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	86	86
Lot 7	77	77
Lot 8	77	77
Lot 9	77	77
Lot 10	86	86
Lot 11	86	86
Lot 12	77	77
Lot 13	77	77
Lot 14	90	90
Lot 15	82	82
Lot 16	82	82
Lot 17	82	82
Lot 18	82	82
Lot 19	82	82
Lot 20	82	82
Lot 21	73	73
Lot 22	77	77
Lot 23	82	82
Lot 24	82	82
Lot 25	82	82
Lot 26	82	82
Lot 27	82	82
Lot 28	82	82
Lot 29	82	82
Lot 30	82	82
Lot 31	82	82
Lot 32	82	82
Lot 33	82	82
Lot 34	86	86





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2020 05:07:29 PM

OWNERS CORPORATION 1  
PLAN NO. PS729297J

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	86	86
Lot 36	82	82
Lot 37	82	82
Lot 38	82	82
Lot 39	82	82
Lot 40	82	82
Lot 41	82	82
Lot 42	82	82
Lot 43	77	77
Lot 44	82	82
Lot 45	82	82
Lot 46	86	86
Lot 47	82	82
Lot 48	82	82
Lot 49	82	82
Lot 50	82	82
Lot 51	82	82
Lot 52	82	82
Lot 53	82	82
Lot 54	86	86
Lot 55	86	86
Lot 56	86	86
Lot 57	86	86
Lot 58	86	86
Lot 59	86	86
Lot 60	90	90
Lot 61	86	86
Lot 62	77	77
Lot 63	82	82



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2020 05:07:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS729297J**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 64	82	82
Lot 65	82	82
Lot 66	82	82
Lot 67	82	82
Lot 68	82	82
Lot 69	82	82
Lot 70	82	82
Lot 71	86	86
Lot 72	86	86
Lot 73	86	86
Lot 74	86	86
Lot 75	86	86
Lot 76	86	86
Lot 77	86	86
Lot 78	86	86
Lot 79	86	86
Lot 80	86	86
Lot 81	86	86
Lot 82	86	86
Lot 83	86	86
Lot 84	86	86
Lot 85	90	90
Lot 86	90	90
Lot 87	82	82
Lot 88	86	86
Lot 89	86	86
Lot 90	86	86
Lot 91	86	86
Lot 92	86	86



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2020 05:07:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS729297J**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 93	86	86
Lot 94	82	82
Lot 95	90	90
Lot 96	90	90
Lot 97	95	95
Lot 98	95	95
Lot 99	95	95
Lot 100	99	99
Lot 101	95	95
Lot 102	95	95
Lot 103	95	95
Lot 104	95	95
Lot 105	95	95
Lot 106	95	95
Lot 107	95	95
Lot 108	95	95
Lot 109	95	95
Lot 110	95	95
Lot 111	95	95
Lot 112	95	95
Lot 113	95	95
Lot 114	95	95
Lot 115	95	95
Lot 116	14	14
Lot 117	14	14
Lot 118	14	14
Lot 119	14	14
Lot 120	14	14
Lot 121	14	14



## Department of Environment, Land, Water & Planning

### Owners Corporation Search Report

Produced: 15/01/2020 05:07:29 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS729297J**

#### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 122	14	14
Lot 123	14	14
Lot 124	14	14
Lot 125	14	14
Lot 126	14	14
Lot 127	14	14
<b>Total</b>	<b>10000.00</b>	<b>10000.00</b>

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.



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 106721  
Certificate Issue Date: 17-Jan-2020  
Certificate Expiry Date: 16-Apr-2020

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under local law or by-law of the Council and specified flood level by Council (if any).  
This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.  
The property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

Landata  
GPO BOX 527  
MELBOURNE VIC 3001

### Your Reference: 34669448-013-2:27569

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2019, 30/11/2019, 28/02/2020, 31/05/2020.  
Interest will be charged at 10.0% p.a on all rates and charges not paid by the specified due date. Any arrears shown on this notice may be subject to Legal Action and/or Debt Collection Fees, interest will continue to accrue at 10.0% until paid in full.

This certificate is for the rating period 01/07/2019 to 30/06/2020.

**Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above, however Council will not be held liable for any verbal advice or information given.**

### NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- For any potential liability for Rates under the Cultural and Recreational Lands Act 1974 and
- For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$27.00 being the fee for this certificate.

Cheque and Electronic payments made for any Rates and Charges are disclosed on this certificate however they are **not** considered paid, until cleared by the paying Financial Institution.

**TOTAL OUTSTANDING FOR Flat 119 5 Dudley Street CAULFIELD EAST VIC 3145**  
**\_\_\_\$231.30\_\_\_**

Delegated Officer



GLEN EIRA  
CITY COUNCIL

## LAND INFORMATION CERTIFICATE Section 229 Local Government Act 1989

Certificate No: 106721  
Certificate Issue Date: 17-Jan-2020  
Certificate Expiry Date: 16-Apr-2020

**Property Location** Flat 119 5 Dudley Street CAULFIELD EAST VIC 3145

**Parcel Details:** Lot 33 PS 729297J

**Titles: Volume: 11901 Folio: 511**

**Valuation Details:** Council uses Net Annual Value to determine the value of the property for rating purposes.

Site Value	15,000
Capital Improved Value	192,000
<b>Net Annual Value</b>	<b>9,600</b>
The level of Value Date is: 01/01/2019	Effective Date of Valuation: 01-Jul-2019

### Rating Information:

**Assessment Number: 81855/9**

	General Rates	Fire Services Property Levy	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$ 0.00
Arrears Interest	0.00	0.00	0.00	\$ 0.00
Arrears Legal Fees	0.00	0.00	0.00	\$ 0.00
<b>Current Rates Levied 2019/2020</b>	<b>280.95</b>	<b>121.55</b>	<b>60.00</b>	<b>\$ 462.50</b>
Current Interest	0.00	0.00	0.00	\$ 0.00
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$ 0.00
Payments	-140.44	-60.76	-30.00	(\$ 231.20)
<b>Balance Outstanding</b>	<b>140.51</b>	<b>60.79</b>	<b>30.00</b>	<b>\$ 231.30</b>

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

### Summary of Charges Outstanding:

General Rates, Charges & FSPL	\$231.30
Separate Rates	\$0.00
Other Charges	\$0.00
<b>Total Outstanding</b>	<b>\$ 231.30</b>

### Bpay payment details:

**Biller Code: 73106**

**Reference Number: 9334081855972**

Please ensure you update this certificate as

near to settlement as possible to ensure the correct amount owing is paid. Please ensure rates and promotional scheme amounts are paid to their respective reference numbers.

### Other Information:

#### **Land Information Certificate Ordering now available online:**

Land Information Certificates can now be **ordered and paid for online** via the City of Glen Eira's website [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au). From the menu options located on the left hand side, select Rates and Valuations then click on Certificates.

You will need to register for this service initially by clicking on the register option located on the top right hand corner of the screen. Once registered you can pay for and order Land Information Certificates online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Anthony Raso & Associates C/-  
triSearch (Website)  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
FLAT 119 LOT 33 5 DUDLEY STREET  
CAULFIELD EAST 3145  
33 PS 729297

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22A/04962/00153	LANDATA CER 34669448-022-4	15 JAN 2020	35523857

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2019 to 30/06/2020	\$79.02
<b>Melbourne Water Corporation Total Service Charges</b>	01/01/2020 to 31/03/2020	\$25.52

### (b) By South East Water

<b>Water Service Charge</b>	01/01/2020 to 31/03/2020	\$29.18
<b>Sewerage Service Charge</b>	01/01/2020 to 31/03/2020	\$91.67
<b>Subtotal Service Charges</b>		<b>\$225.39</b>
<b>Payments</b>		<b>\$79.02</b>
<b>TOTAL UNPAID BALANCE</b>		<b>\$146.37</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

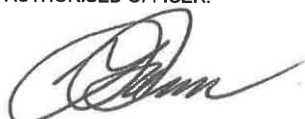
\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

### 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au). Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.
















South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

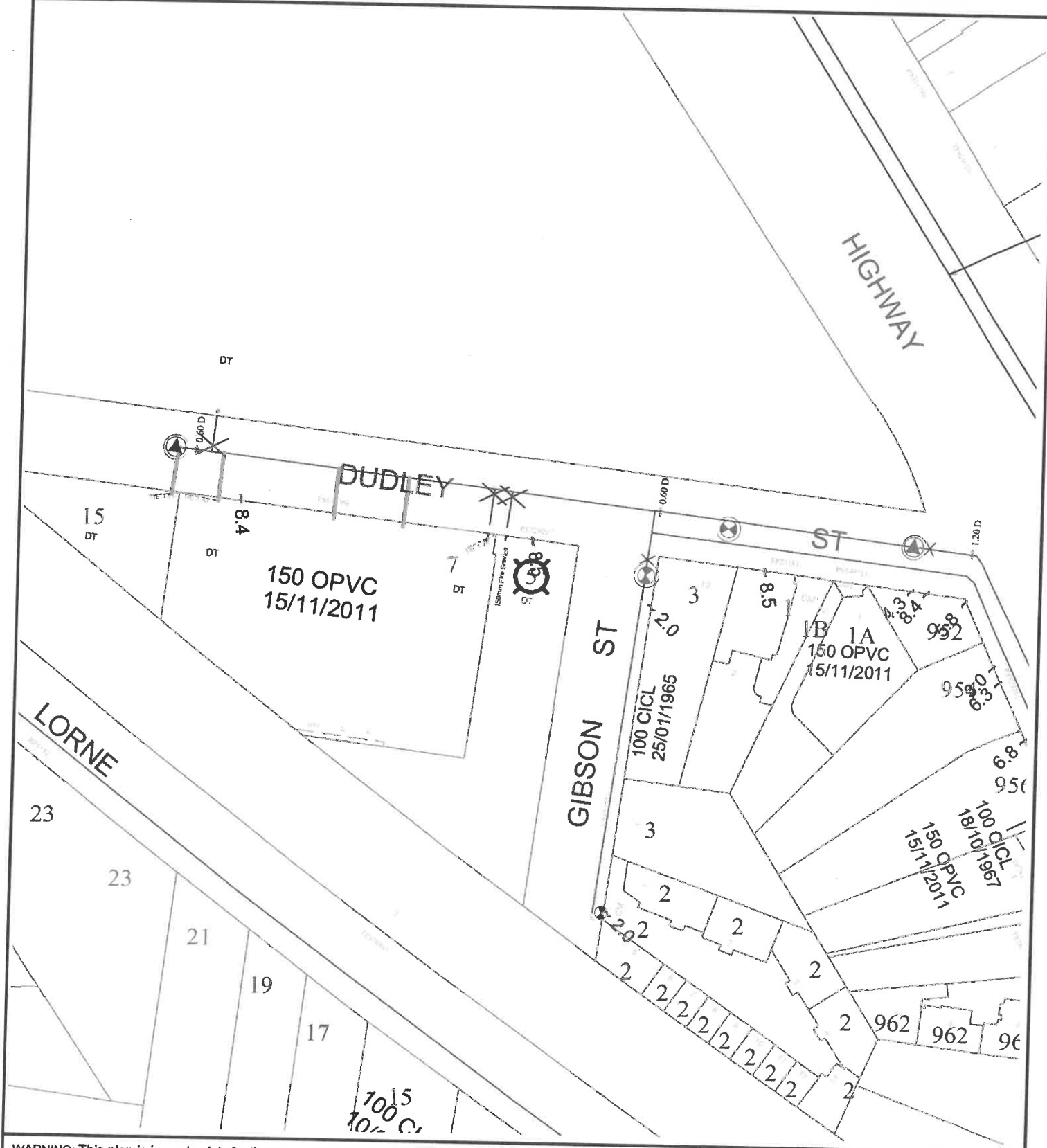
AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

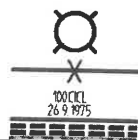
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

## LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

# ASSET INFORMATION - RECYCLED WATER

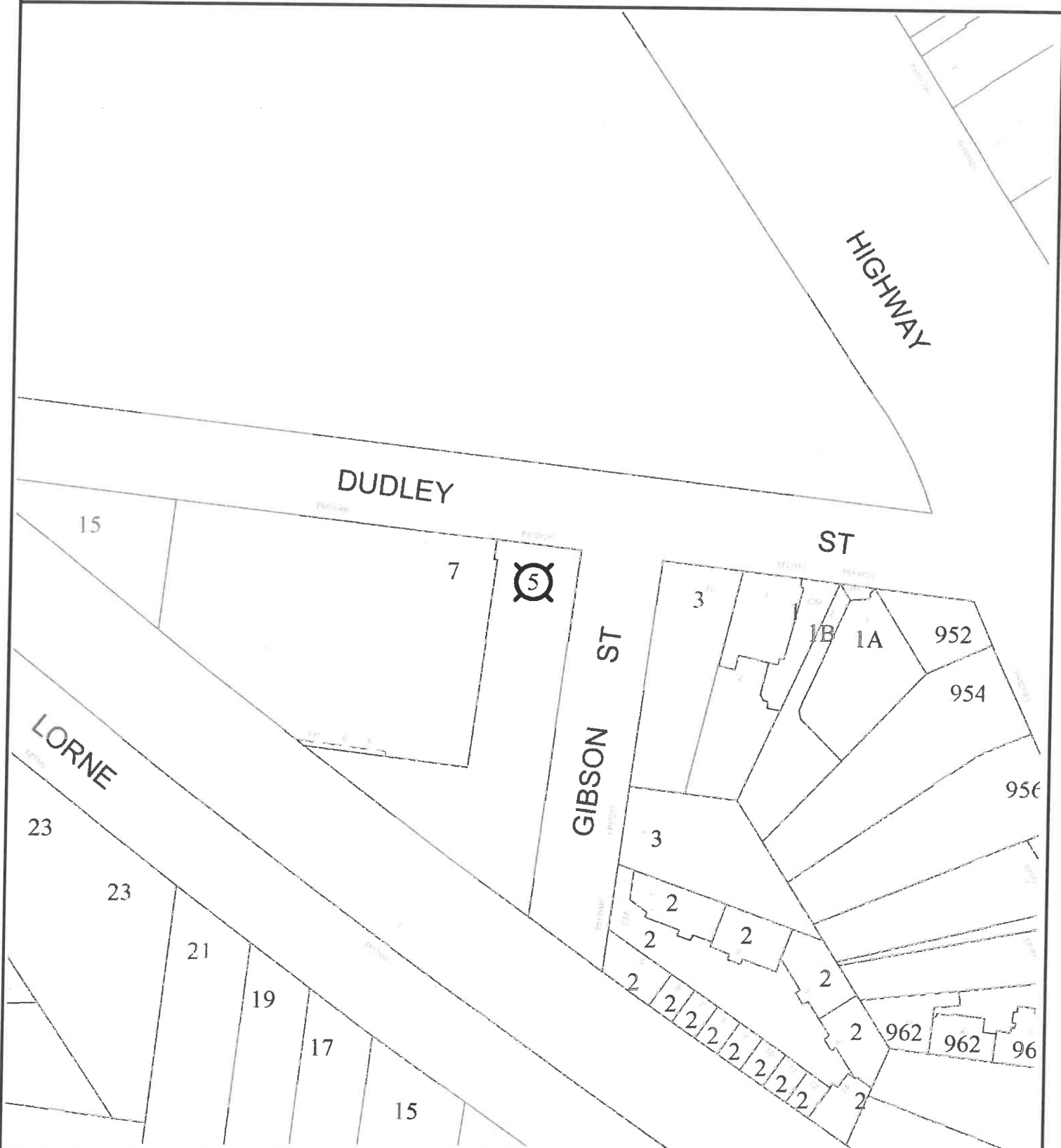
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 33 FLAT 119 5 DUDLEY STREET CAULFIELD EAST 3145

Case Number: 35523857



Date: 15JANUARY2020



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

## LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / ANTHONY RASO & ASSOCIATES

Your Reference: ALR:JG:190421

Certificate No: 32968228

Issue Date: 16 JAN 2020

Enquiries: ESYSPROD

Land Address: UNIT 119, 5 DUDLEY STREET CAULFIELD EAST VIC 3145

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44225343	33	729297	11901	511	\$96.66

Vendor: LESLIE HANGER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS LESLIE MARIA HANGER	2020	\$15,000	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
CAULFIELD RESIDENCE TRUST	2018	\$86.52	\$10.14	\$96.66

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$192,000

SITE VALUE: \$15,000

AMOUNT PAYABLE: \$96.66

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32968228

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$15,000

Calculated as \$0 plus ( \$15,000 - \$0) multiplied by 0.000 cents.

## Land Tax Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 32968228

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 32968228

### Visa or Mastercard.

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

**Plan Number:** 729297J


**Lot Number:** 33

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.






Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.



### Payment Options

	<b>BPay</b>
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: <a href="http://www.bpay.com.au">http://www.bpay.com.au</a>	
<b>Biller Code:</b> 96503	
<b>Reference Number:</b> 2350 6127 2103 1197 3	

	<b>Macquarie DEFT</b>
To pay by DEFT go <a href="https://www.deft.com.au">https://www.deft.com.au</a> and use the following reference number	
<b>Reference Number:</b> 2350 6127 2103 1197 3	
*Register at <a href="https://www.deft.com.au">deft.com.au</a> or by calling 1800 672 162.	
   	
Pay by credit card or registered bank account at <a href="https://www.deft.com.au">https://www.deft.com.au</a> or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

	<b>Aust Post Billpay</b>
Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.	
	
<b>*442 235061272 10311973</b>	
Payments made at Australia Post will incur a \$2.75 DEFT processing fee.	

## OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Vendor: Hanger

This certificate is issued for Lot 33 on Plan Number 729297J the postal address of which is:

Jade Apartments 5 Dudley Street CAULFIELD EAST 3145 VIC

The current fees for Lot 33 are:

Administration Fund - \$386.96 (inc GST) per quarter  
Maintenance Plan - \$56.38 (inc GST) per quarter

The current fees have been levied up until the:

31/03/2020

Unpaid fees including interest, special levy & maintenance plan if applicable now total\*:

\$474.48

*\*Refer to the attached Payment Instructions for where to pay any unpaid fees at settlement.*

The following special fees or levies have been struck and are due and payable on the date levy struck (due) indicated:

<b>Date Levy Struck</b>	<b>Levy</b>	<b>Amount Levied \$</b>	<b>Amount Outstanding \$</b>
20/12/2019	Admin Fund Adj 1/07/2019 - 30/09/2019	4.29	4.29
20/12/2019	Admin Fund Adj 1/10/2019 - 31/12/2019	4.29	4.29
20/12/2019	Maint Plan Adj 1/07/2019 - 30/09/2019	11.28	11.28
20/12/2019	Maint Plan Adj 1/10/2019 - 31/12/2019	11.28	11.28

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.

Refer to the attached copy of the minutes from the last Annual General Meeting for any such details.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.



The Owners Corporation presently has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Type	Strata
Policy Number	HU0033745
Notes	
Refer to Policy	Refer to attached Policy for details

Statement of financial position (refer to the attached Financial Statements):

Net Equity (Funds) approved at last AGM as at 30/06/2020: \$92,151

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

NIL

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Owners Corporation Management - StrataCo

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

NIL

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

Yes, non compliance with condition of planning permit issued by the City of Glen Eira.  
Issued on the 20th June 2019. A copy of the notice is attached to this certificate.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

NIL

The Owners Corporation has appointed a Manager.

Name of Manager: StrataCo

Address of Manager: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Postal Address: Level 1575 Elizabeth Street MELBOURNE VIC 3000

Additional Information:

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The common seal of Owners Corporation Plan of Subdivision (VIC) 729297J was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



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Signature of Registered Manager

Dated: 29th, January 2020

Full name: Denise Ip On Behalf of Owners Corporation Plan of Subdivision (VIC) 729297J

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: [info@strataco.com.au](mailto:info@strataco.com.au)

Web: [www.strataco.com.au](http://www.strataco.com.au)

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

**Attachments:**

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules (if applicable) are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. Last AGM Minutes
4. Insurance Certificate of Currency
5. Financial Statements

## **Statement of advice and information for prospective purchasers and lot owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

### **What is an Owners Corporation?**

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

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

### **How are decisions made by an Owners Corporation?**

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

### **Owners Corporation rules**

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

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

### **Lot entitlement and lot liability**

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

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

### **Further information**

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

### **Management of an Owners Corporation**

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

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

## Owners Details and Change of Address Form

Section 134 Owners Corporation Act 2006

Owners Corporation No 729297J

Jade Apartments 5 Dudley Street CAULFIELD EAST 3145 VIC

Lot Number: 33

### Owner Details

Full Name of owner(s): \_\_\_\_\_

Address of owners(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

### Telephone Details:

AH: \_\_\_\_\_ BH: \_\_\_\_\_ Mob: \_\_\_\_\_

### Agent Details (if applicable):

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

### Agent Telephone Details:

AH: \_\_\_\_\_ BH: \_\_\_\_\_ Mob: \_\_\_\_\_

### Address for Accounts, Notices, etc:

At StrataCo we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail.

(please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	Owner	or	Agent	(Please circle one)
Notices/Correspondence to:	Owner	or	Agent	(Please circle one)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature of Owner/s: \_\_\_\_\_

Please return completed form to StrataCo

Mail: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Email: [info@strataco.com.au](mailto:info@strataco.com.au)

*Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.*

*Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.*

## Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*

*(2) If an address in Australia has not been nominated under subsection (1), service may be effected-*

*(a) By posting the notice to the last known address of the lot owner in Australia; or*

*(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"*

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices.

Please email these details to [info@strataco.com.au](mailto:info@strataco.com.au).

Please note, you may choose to receive all correspondence & levies notices via email.

**Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.**

STRATA<sup>CO</sup>

OWNERS  
CORPORATION  
MANAGEMENT

Level 1, 575 Elizabeth St  
Melbourne VIC 3000

P +613 9373 6888

E [info@strataco.com.au](mailto:info@strataco.com.au)

W [www.strataco.com.au](http://www.strataco.com.au)

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GPO 3208, Melbourne VIC 3001  
Level 21, 150 Lonsdale Street  
Melbourne VIC 3000  
Phone: 03 8695 4000  
Email: info\_vic@chu.com.au

FITZPATRICK & CO INSURANCE BROKERS MOUNT WAVERLEY AVISO  
PO BOX 2230  
MOUNT WAVERLEY VIC 3149

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	HU0033745
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	20/06/2019 to 20/06/2020 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 729297J
<b>Situation</b>	5 DUDLEY STREET CAULFIELD EAST VIC 3145

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#### Policies Selected

**Policy 1 – Insured Property**

Building: \$9,785,000

Common Area Contents: \$51,500

Loss of Rent & Temporary Accommodation (total payable): \$1,467,750

**Policy 2 – Liability to Others**

Sum Insured: \$20,000,000

**Policy 3 – Voluntary Workers**

Death: \$200,000

Total Disablement: \$2,000 per week

**Policy 4 – Workers Compensation**

Not Available

**Policy 5 – Fidelity Guarantee**

Sum Insured: \$100,000

**Policy 6 – Office Bearers' Legal Liability**

Sum Insured: \$500,000

**Policy 7 – Machinery Breakdown**

Sum Insured: \$5,000

**Policy 8 – Catastrophe Insurance**

Not Selected

**Policy 9 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000



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

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

Sum Insured: \$250,000

**Flood Cover is included.**

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Effective Date 20/06/2019

This certificate confirms that from the effective date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.



### Balance Sheet Detail

as at 29/01/2020

**Registered for GST**

(\$)

## Assets

**810 - Levies in Arrears/(Advance) - Total**

19,553.91

**825 - Cash At Bank**

### 825.10 - Cheque Account

### 825.10.1 - Administrative Fund

37,746.29

### 825.10.2 - Maintenance Fund

6,135.71

**825.20 - Investments**

**825.20.1 - Investment #1**

34,386.48

**825 - Cash At Bank - Total**

78,268.48

**Total Assets**

97,822.39

### Less Liabilities

**925 - Trade Creditors - Total**

1,244.79

**940 - GST Clearing - Total**

5,115.64

**Total Liabilities**

6,360.43

### Net Assets

**91,461.96**

**Represented by:**

**610 - Administrative Fund as at 01/07/2019**

13,470.55

**Surplus - Administration Fund**

35,262.43

**Administration Fund Reserve**

48,732.98

**650 - Maintenance Plan as at 01/07/2019**

23,950.08

### Surplus - Maintenance Plan

18,778.90

### Maintenance Plan Reserve

42,728.98

**Total Equity**

91,461.96

## Minutes of Annual General Meeting

OWNERS CORPORATION PLAN No. 729297J

Jade Apartments – 5 Dudley Street, Caulfield East, VIC 3145

**DATE MEETING HELD** 21 October 2019

**LOCATION** StrataCo, Level 1, 575 Elizabeth St, Melbourne, VIC 3000

**TIME** The meeting commenced at 4:00pm

**MEMBERS PRESENT:**

Lot 43	Unit 129	<b>Suzana Grujevski</b>
Lot 59	Unit 215	<b>Audrey Frances Williamson</b>

**PRESENT BY PROXY:** Lot 47 **Oshm SF Pty Ltd** In favour of Lindsay Oehm

**APOLOGIES:** No apologies were received

**QUORUM:** As 3 of the 127 Lots were represented in person or by proxy, a quorum was not declared so all decisions of this meeting are interim decisions.

The decisions set out in these minutes are interim decisions and these minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting, for another General Meeting to be held, the interim decisions become final decisions of the Owners Corporation.

**IN ATTENDANCE:**

**Tony Overell**, General Manager, representing StrataCo Pty Ltd;

**Denise Ip**, Manager, representing StrataCo Pty Ltd.

1. **REGISTRATION:** Refer to previous page.

2. **APPOINTMENT OF CHAIRPERSON FOR THIS MEETING:** It was Resolved:  
That Tony Overell be appointed Chairperson for the meeting.

3. **MINUTES:** It was Resolved:  
That the minutes of the Annual General Meeting held on the 03/12/2018 be confirmed as a true and accurate account of the proceedings at that meeting.

4. **REPORTS:** It was Resolved:  
That the following reports be received:  
a) Manager's Report;  
b) Committee Report;  
c) Dispute Resolution Report (as contained within the Manager's Report);  
d) Penalty Interest Waiver Request Report (as contained within the Manager's Report).

5. **INSURANCE RENEWAL:** The insurance Certificate of Currency was tabled and contents noted.

It was Resolved:

That the Insurance for the property be renewed in accordance with the following option:

b. To obtain quotations from the Broker and for the Committee to review and provide instructions.

**Insurance Excess:** If it is deemed that the cause of a loss is from a lot, the Owner of the private lot is responsible for paying the insurance excess. If the loss is caused from Common Property, the Owners Corporation will pay the insurance excess.

**NOTE TO LOT OWNERS:**

Members are advised that, the Owners Corporation Insurance policy does not provide coverage for privately owned goods or contents (including Carpets) within a lot or stored on Common Property, carpark or storage cages.

Privately owned vehicles are not covered under the Strata Policy for damages or theft.

It is recommended that Owners seek independent advice on what additional insurance coverage they should require to meet their needs. Such additional cover may include Contents, Public Liability, Landlords or vehicle insurance.

**6. VALUATION:**

It was noted that last Insurance Valuation was undertaken on the 06/02/2019.

***Options***

It was **not** Resolved:

That the Owners Corporation obtain an Insurance Valuation for the property and that the Building sum insured for the property be adjusted in line with the new valuation amount.

It is recommended that all Owners Corporations obtain a valuation at a minimum of every three to five years (for Prescribed OC's it is a requirement to obtain a new valuation at least every 5 years – Section 65 of the Owners Corporation Act 2006).

**7. FINANCIAL AUDIT:**

It was Resolved:

- a) That the Audit Report for the financial Year ending 30 June 2019, as attached to the Notice, be adopted.
- b) That the Owners Corporation undertake an audit of the accounts for the Financial Year ending 30 June 2020 by an independent auditor.

It was noted that the manager recommended it was prudent to obtain an audit a minimum of every five years even if an audit is not legislatively required for non prescribed OC's.

**8. FINANCIAL  
REPORTS:**

It was Resolved:

That the Financial Statements for the period ended 30/06/2019, as attached to the meeting Notice, be adopted.

**9. BUDGET &  
CONTRIBUTIONS:**

It was Resolved:

- a) That the proposed **Administration Fund Budget**, as attached, be adopted.  
The Administration Fund contribution for the Financial year which

commences on the 01/07/2019 will be \$171,600 plus GST.

b) That the proposed **Maintenance Fund Budget**, as attached, be adopted. The Maintenance Fund contribution for the Financial year which commences on the 01/07/2019 will be \$25,000 plus GST.

c) That the **Administration Fund and Maintenance Fund** contributions be paid in advance in quarterly instalments due on the following dates:

01/07/19      01/10/19      01/01/20      01/04/20

d) That if there is any change to the contributions from the prior year an adjustment levy will be issued following the AGM, as levies for the new Financial Year have already partly been issued

**10. PENALTY INTEREST &  
DEBT COLLECTION:**

It was Resolved:

That the Owners Corporation take all necessary steps for the enforcement of any obligations of any lot owner to the Owners Corporation arising under the Owners Corporations Act 2006, Owners Corporations Regulations 2007 or the rules of the Owners Corporation, including the undertaking of legal proceedings in the Victorian Civil and Administrative Tribunal for the recovery of outstanding fees, levies, charges and other monies due to the Owners Corporation, and that the Owners Corporation:

1. Will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment at a rate of interest equivalent to the maximum rate of interest from time to time payable under the Penalty Interest Rates Act 1983; and
2. delegates to the manager of the Owners Corporation the power to:
  - (a) grant a waiver of payment of such interest; and
  - (b) Engage legal practitioners for the purposes of any such enforcement.

Owners are also reminded that the onus is with the Owner to ensure that they inform the Owners Corporation Manager of any change to their mailing address for all correspondence.

Change of address form is available on [www.strataco.com.au](http://www.strataco.com.au) or email your new details to [info@strataco.com.au](mailto:info@strataco.com.au).

- 11. MAINTENANCE PLAN:** It was noted that details of the implementation and expenditure from the Maintenance Plan were listed in the Financial Statements of the Owners Corporation,
- The last Maintenance Plan was undertaken on the 04/03/2019.
- It was **not** Resolved:
- That the Owners Corporation obtain a 10 year Maintenance Plan (or update of, as applicable).
- 12. COMMON SEAL:** It was Resolved:
- That pursuant to the Section 20 of the Owners Corporations Act 2006 to authorise the affixing of the actual or digital version of the common seal of the Owners Corporation to leases, licenses, assignments, Owners Corporation certificates or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation.
- 13. ESSENTIAL SERVICES:** Lot owners were advised that they are responsible for the maintenance and reporting on essential service items within their Lot if non-compliant with the appropriate Australian Standards (e.g., smoke detectors, fire sprinklers (reporting only), etc.).
- 14. OH&S:** It was Resolved:
- That StrataCo obtain two quotations from a suitably qualified contractor to undertake a Common Area Occupational Health & Safety (OH&S) Audit and provide them to the Committee for their consideration.
- 15. RECOVERY OF COSTS:** It was Resolved:
- That the Owners Corporation recover as a debt from the Lot Owner all costs associated with, and resulting from, an Owner or Occupier of a Lot or a guest of the Owner or Occupier of a Lot, in breach of or an obligation under the Owners Corporations Act 2006, Owners Corporations Regulations 2007 or the rules of the Owners Corporation. In addition the recovery of all costs incurred relating to damage to common property, or False Fire Alarms caused by the action or inaction of a Lot Owner/Occupier/Guest are to be recovered as a debt from the Lot Owner.

This includes commencing proceedings at the Victorian Civil and Administrative Tribunal ("VCAT") and the Manager and/or Committee have the power pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**16. COMMITTEE AND  
OFFICE BEARERS:**

It was Resolved -

- a) That the following being either members of the Owners Corporation, or proxies for members, were elected to be members of the committee:

Lot 43

**Suzana Grujevski**

Lot 47

**Lindsay Oehm**

Lot 59

**Audrey Frances Williamson**

- b) that Lindsay Oehm be elected as Chairperson of the Owners Corporation.
- c) that **StrataCo** be elected as Secretary of the Owners Corporation.
- d) that all members of the Committee be members of the Grievance Committee.

**17. COMMITTEE  
DELEGATED  
POWERS:**

It was Resolved:

- a) That the Owners Corporation delegate to the members of the Committee all the powers and functions of the Owners Corporation that may be delegated in accordance with s11 of the Owners Corporations Act 2006 except those set out in the "Instrument of Delegation to the Committee," which was attached to the meeting Notice.
- b) To execute the 'Instrument of Delegation to the Committee' under the common seal of the Owners Corporation as witnessed by two members of the Owners Corporation.

**18. GENERAL BUSINESS:**

1. Council notice regarding s173

It was discussed that the Owners Corporation has received a notice from the Council stating that it must lodge Section 173 Agreement with the Council in order to comply with the Planning Permit for the property. The Owners Corporation has appointed a lawyer to liaise with Council on the matter and that StrataCo will contact each lot

owner directly to discuss the next steps once Council has agreed to the required approach to resolve the matter.

**19. NEXT MEETING:**

It was Resolved:

That the next Annual General Meeting be held on October 2019.

**20. CLOSE:**

With no further business the meeting was declared closed at **4:53 pm**



**OWNERS CORPORATION 729297J**

**JADE APARTMENTS**

**5 DUDLEY STREET CAULFIELD EAST VIC 3145**

**FINANCIAL STATEMENTS**

**YEAR ENDED 30 JUNE 2019**

**Balance Sheet**  
**As at 30/06/2019**

**StrataCo Pty Ltd**  
ABN: 76 116 508 859  
Level 1, 575 Elizabeth Street  
Melbourne VIC 3000  
IDD: +613 9373 6888  
Facsimile: +613 9328 2822  
Email: info@strataco.com.au  
Web: www.strataco.com.au

OCPS 729297J (D5)

Jade Apartments, 5 Dudley Street, CAULFIELD EAST  
VIC 3145

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	8,294.74
Owners Equity--Admin	5,175.81
	<u>13,470.55</u>
<b>Maintenance Fund</b>	
Operating Surplus/Deficit--Maintenance	3,880.30
Owners Equity--Maintenance	20,069.78
	<u>23,950.08</u>
<b>Net owners' funds</b>	<u><u>\$37,420.63</u></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	51,897.16
Receivable--Levies--Admin	2,354.08
Receivable--Owners--Admin	385.00
	<u>54,636.24</u>
<b>Maintenance Fund</b>	
Cash at Bank-- Maintenance	1,118.60
Investments--Maintenance	26,407.11
Receivable--Levies--Maintenance	270.60
	<u>27,796.31</u>
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	512.09
	<u>512.09</u>
<b>Total assets</b>	<u>82,944.64</u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	(162.76)
Creditors--Other--Admin	3,702.00
Prepaid Levies--Admin	37,626.45
	<u>41,165.69</u>
<b>Maintenance Fund</b>	
Creditor--GST--Maintenance	(588.30)
Prepaid Levies--Maintenance	4,434.53
	<u>3,846.23</u>
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	512.09
	<u>512.09</u>
<b>Total liabilities</b>	<u>45,524.01</u>
<b>Net assets</b>	<u><u>\$37,420.63</u></u>

# Income and Expenditure Statement for the financial year to 30/06/2019

**StrataCo Pty Ltd**  
ABN: 76 116 908 859  
Level 1, 575 Elizabeth Street  
Melbourne VIC 3000  
IDD: +613 9373 6888  
Facsimile: +613 9328 2822  
Email: info@strataco.com.au  
Web: www.strataco.com.au

OCPS 729297J (D5)

Jade Apartments, 5 Dudley Street, CAULFIELD EAST  
VIC 3145

## Administrative Fund

	Current period 01/07/2018-30/06/2019	Annual budget 01/07/2018-30/06/2019	Previous year 01/07/2017-30/06/2018
<b>Revenue</b>			
Insurance Claims	900.00	0.00	0.00
Interest on Arrears--Admin	679.63	0.00	81.86
Laundry Receipts--Admin	4,313.45	0.00	3,504.81
Levies Due--Admin	169,699.32	169,700.00	159,000.20
Recovery--Legal Fees/Debt collectors Fees	538.62	0.00	0.00
Reimbursement of Paid Invoices	489.30	0.00	310.00
<b>Total revenue</b>	<b>176,620.32</b>	<b>169,700.00</b>	<b>162,896.87</b>
<b>Less expenses</b>			
Admin--Additional Services	139.30	0.00	0.00
Admin--Admin Charges	232.73	1,450.00	502.73
Admin--Bank Charges--Account Fees	25.20	100.00	162.50
Admin--Compliance to Section 173	0.00	5,200.00	5,200.00
Admin--Disbursements	4,025.00	4,025.00	4,025.00
Admin--Fin Year Accounts Audit	800.00	800.00	0.00
Admin--Legal Fees	888.62	0.00	0.00
Admin--Management Fees	30,790.91	30,791.00	29,325.44
Admin--Meeting Expenses	403.53	0.00	0.00
Insurance	10,604.01	9,900.00	8,337.65
Insurance--Excesses	300.00	0.00	0.00
Maint Bldg--Cleaning	24,142.76	26,000.00	25,438.20
Maint Bldg--Consultants- External	2,487.28	0.00	0.00
Maint Bldg--Door Repairs	120.00	0.00	0.00
Maint Bldg--Electrical	485.00	0.00	0.00
Maint Bldg--Fire Alarm Call Out (MFB)	564.00	0.00	3,885.00
Maint Bldg--Fire Alarm Monitoring	1,450.00	1,500.00	1,450.00
Maint Bldg--Fire Services	9,244.50	6,000.00	6,630.00
Maint Bldg--General Repairs & Maintenance	1,538.82	7,000.00	7,167.56
Maint Bldg--Lift	9,373.00	9,455.00	9,180.00
Maint Bldg--Plumbing	5,989.67	1,300.00	0.00
Maint Grounds--Gardening	1,832.76	1,900.00	1,500.00
Tax--Tax Payment to ATO	1,214.20	0.00	0.00
Tax--Tax Preparation & Lodgement	1,407.72	1,300.00	1,362.26
Utility--Electricity	9,872.30	11,000.00	9,850.94
Utility--Gas	14,765.66	15,300.00	11,299.34
Utility--Telephone Charges	1,513.08	1,680.00	1,526.74
Utility--Waste Management	14,100.00	15,000.00	15,765.00
Utility--Water & Sewerage	17,917.35	20,000.00	15,112.70

**Administrative Fund**

	<b>Current period</b> 01/07/2018-30/06/2019	<b>Annual budget</b> 01/07/2018-30/06/2019	<b>Previous year</b> 01/07/2017-30/06/2018
ZMaint Bldg--Maintenance Plan	2,098.18	0.00	0.00
<i>Total expenses</i>	168,325.58	169,701.00	157,721.06
<b>Surplus/Deficit</b>	8,294.74	(1.00)	5,175.81
Opening balance	5,175.81	5,175.81	0.00
<b>Closing balance</b>	<b>\$13,470.55</b>	<b>\$5,174.81</b>	<b>\$5,175.81</b>

OCPS 729297J (D5)

Jade Apartments, 5 Dudley Street, CAULFIELD EAST  
VIC 3145

**Maintenance Fund**

	Current period 01/07/2018-30/06/2019	Annual budget 01/07/2018-30/06/2019	Previous year 01/07/2017-30/06/2018
<b>Revenue</b>			
Interest on Arrears--Maintenance	78.17	0.00	10.30
Interest on Investments--Maintenance	165.13	0.00	59.48
Levies Due--Maintenance	20,000.00	20,000.00	20,000.00
<i>Total revenue</i>	20,243.30	20,000.00	20,069.78
<b>Less expenses</b>			
Maint Bldg--CCTV	10,883.00	0.00	0.00
Maint Bldg--Painting	5,480.00	0.00	0.00
<i>Total expenses</i>	16,363.00	0.00	0.00
<b>Surplus/Deficit</b>	3,880.30	20,000.00	20,069.78
Opening balance	20,069.78	20,069.78	0.00
<b>Closing balance</b>	<b>\$23,950.08</b>	<b>\$40,069.78</b>	<b>\$20,069.78</b>

**Owners Corporation 729297J**  
**5 Dudley Street Caulfield East VIC 3145**  
**Notes to the Financial Statements**  
**For the year ended 30 June 2019**

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**Note 1: Summary of Significant Accounting Policies**

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Owners Corporations Act 2006 VIC. The corporation has determined that the corporation is not a reporting entity.

The financial report has been prepared on a modified accruals basis and is based on historical costs.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

**(a) Income Tax**

The corporation is liable to income tax on non mutual income. The corporation accounts for income tax on a payments basis.

**(b) Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the tax office.

**(c) Creditors**

Creditors represent the liability outstanding at the end of the reporting period for goods and services received by the corporation during the reporting period, which remain unpaid. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.

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**Owners Corporation 729297J**  
**Jade Apartments 5 Dudley Street Caulfield East VIC 3145**  
**Independent Auditor's Report to the Members**

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## **Report on the Audit of the Financial Report**

### **Opinion**

I have audited the financial reports of Owners Corporation 729297J (the corporation), which comprise the Income and Expenditure Statements for the year ended 30 June 2019, the Balance Sheet as at 30 June 2019 and a summary of significant accounting policies.

In my opinion, the accompanying financial reports present fairly, in all material respects, the financial position of the corporation as at 30 June 2019 and its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements and the requirements of the Owners Corporations Act VIC 2006.

### **Basis for Opinion**

I have conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of my report. I am independent of the corporation in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to my audit of the financial report in Australia. I have also fulfilled my ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### **Emphasis of Matter – Basis of Accounting**

I draw attention to Note 1 to the financial report which describes the basis of accounting. The financial reports have been prepared to assist the corporation to meet the requirements of Owners Corporations Act 2006 VIC. As a result the financial reports may not be suitable for another purpose. My opinion is not modified in respect of this matter.

### **Responsibilities of the Owners Corporation for the Financial Report**

The corporation is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the Owners Corporations Act 2006 VIC and for such internal control as the corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the corporation is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the corporation either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

### **Auditor's Responsibilities for the Audit of the Financial Report**

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgement and maintain professional scepticism throughout the audit. I also:

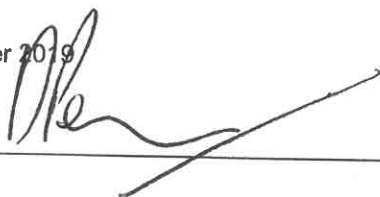
**Owners Corporation 729297J**  
**Jade Apartments 5 Dudley Street Caulfield East VIC 3145**  
**Independent Auditor's Report to the Members**

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- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the corporation.
- Conclude on the appropriateness of the corporation's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the corporation's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with the corporation regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Signed on 8 October 2019



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David Penman  
Chartered Accountant  
Level 1, 448 St Kilda Road Melbourne VIC 3004



## Approved Budget to apply from 01/07/2019

OCPS 729297J (D5)

Jade Apartments, 5 Dudley Street, CAULFIELD EAST  
VIC 3145

### Administrative Fund

**Approved  
budget**

**Revenue**

Levies Due--Admin	171,600.00
<b>Total revenue</b>	<b>171,600.00</b>

**Less expenses**

Admin--Admin Charges	300.00
Admin--Compliance to Section 173	5,200.00
Admin--Disbursements	5,200.00
Admin--Fin Year Accounts Audit	800.00
Admin--Management Fees	32,330.00
Admin--Meeting Expenses	300.00
Insurance--Premiums	10,674.00
Maint Bldg--Caretaker--Contract	25,000.00
Maint Bldg--Fire Alarm Monitoring	1,500.00
Maint Bldg--Fire Services Maintenance Contract	3,500.00
Maint Bldg--Fire Services Maintenance Repairs	2,000.00
Maint Bldg--General Repairs & Maintenance	4,000.00
Maint Bldg--Lift--Maintenance Contract	9,842.00
Maint Bldg--Plumbing	2,000.00
Maint Bldg--Plumbing--Back Flow Testing	200.00
Maint Bldg--Plumbing--HWS Repairs & Maintenance	1,000.00
Maint Bldg--Cleaning--Carpet/Furniture	1,000.00
Maint Grounds--Lawns & Gardening--Contract	1,900.00
Tax--Tax Payment to ATO	1,000.00
Tax--Tax Preparation & Lodgement	1,500.00
Utility--Electricity	11,000.00
Utility--Gas	15,500.00
Utility--Telephone Charges	1,550.00
Utility--Waste Management--Contract	15,300.00
Utility--Water & Sewerage	19,000.00
<b>Total expenses</b>	<b>171,596.00</b>

**Surplus/Deficit**

4.00

Opening balance 13,470.55

**Closing balance** **\$13,474.55**

**Administrative Fund****Approved  
budget**

Total units of entitlement	10000
Levy contribution per unit entitlement	\$18.88
 Budgeted standard levy revenue	 171,600.00
Add GST	17,160.00
Amount to raise in levies including GST	<u>\$188,760.00</u>

**Maintenance Fund****Approved  
budget****Revenue**

Levies Due--Maintenance	20,000.00
<i>Total revenue</i>	<u>20,000.00</u>

**Surplus/Deficit**20,000.00

Opening balance	23,950.08
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**Closing balance**\$43,950.08

Total units of entitlement	10000
Levy contribution per unit entitlement	\$2.20

Budgeted standard levy revenue	20,000.00
Add GST	2,000.00
Amount to raise in levies including GST	<u>\$22,000.00</u>

## **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. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

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

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

## **4. Use of common property**

### **4.1 Use of common property**

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

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

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

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

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

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

### **4.2 Vehicles and parking on common property**

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

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

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

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

### **4.3 Damage to common property**

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

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

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

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

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

## **5. Lots**

## **5.1 Change of use of lots**

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

### **Example**

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

## **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

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

# **6. Behaviour of persons**

## **6.1 Behaviour of owners, occupiers and invitees on common property**

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

## **6.2 Noise and other nuisance control**

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

# **7. Dispute resolution**

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

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

## Contract Schedule 2018

Owners Corporation Plan No PS: 729297J

Address: 5 Dudley Street, Caulfield East Vic 3145

Contractor	Service	Term
Link Fire Pty Ltd	Testing & Maintenance Fire alarm	Annual
	Testing level 1&2 fire ext/Hose reel/Hydrants	
	Testing E & E lighting	
Melbourne Elevator Maintenance	Lift Maintenance	Annual
	Mechanical Ventilation	Annual
Origin Energy	Gas supply (common)	Monthly
OC Energy	Electricity supply (common)	Monthly
Caretaker Italo	Caretaking/Cleaning common areas	Monthly
Waste wise	Waste management	Monthly
StrataCo Pty Ltd	Owners Corporation Management	Annual



Ref. No: 155/ENFORC/2019  
Enquiries: Urban Planning  
Telephone: 9524 3333  
Facsimile No: 9523 0339



GLEN EIRA  
CITY COUNCIL

BENTLEIGH  
BENTLEIGH EAST  
BRIGHTON EAST  
CARNEGIE  
CAULFIELD  
ELSTERNWICK  
GARDENVALE  
GLEN HUNTLY  
MCKINNON  
MURRUMBEENA  
ORMOND  
ST KILDA EAST

20 June 2019

03 JUL 2019

StrataCo  
P.O. Box 63  
NORTH MELBOURNE VIC 3051

Dear Sir/Madam

**RE: NON-COMPLIANCE WITH CONDITION OF PLANNING PERMIT  
ADDRESS: 5 DUDLEY STREET CAULFIELD EAST VIC 3145**

Planning Permit GE/PP-21809/2009 was issued for the development and use land for a five-storey residential building (student accommodation) of 110 accommodation units with 11 on-site parking spaces, or 115 accommodation units with 12 on-site parking spaces and a reduction in the standard provision of car parking in accordance with the endorsed plans. A recent inspection of the above property was conducted to confirm the planning permit conditions are being met.

I must highlight that Condition 2 of the permit states:

2. Before the commencement of the use, the owner/permit holder of the land at 5 Dudley Street and 1 Gibson Street, Caulfield East must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to the satisfaction of the Responsible Authority to the effect that:

To date, this condition has not been met, due to the Section 173 Agreement having not been entered into. As a result of this action, the site is currently in breach of the approved planning permit. It is therefore requested that remedial works be completed in accordance with the condition, within twenty-eight (28) days from the date of this letter.

Please note that failure to comply with the above may result in further enforcement action; with the possible issuing of a planning infringement notice. This is not Council's preferred course of action; therefore we seek your co-operation in ensuring compliance with the approved permit.

Please do not hesitate to contact Council's Urban Planning Department in the event of you seeking further clarification on the matter.

Yours faithfully

NICK ATKINSON  
PLANNING COMPLIANCE OFFICER

GLEN EIRA CITY COUNCIL  
CORNER GLEN EIRA AND HAWTHORN ROADS, CAULFIELD, VIC  
PO BOX 42, CAULFIELD SOUTH 3162

ABN 65 952 882 314 • P 03 9524 3333 • F 03 9523 0339  
NATIONAL RELAY SERVICE TTY 13 36 77 • SPEAK AND LISTEN 1300 555 727  
INTERNET-RELAY.NRSCALL.GOV.AU THEN ENTER 03 9524 3333 • MAIL@GLENEIRA.VIC.GOV.AU  
GLENEIRA.VIC.GOV.AU

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 05 February 2020 03:41 PM

**Address:** FLAT 119/5 DUDLEY STREET CAULFIELD EAST 3145

**Lot and Plan Number:** Lot 33 PS729297

**Standard Parcel Identifier (SPI):** 33\PS729297

**Local Government (Council):** GLEN EIRA **Council Property Number:** 81855

**Directory Reference:** Melway 68 G2

**Note:** There are 115 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](http://www.vba.vic.gov.au)

### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 1274 sq. m

**Perimeter:** 213 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

2 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at  
**Title and Property Certificates**

### State Electorates

**Legislative Council:** SOUTHERN METROPOLITAN

**Legislative Assembly:** CAULFIELD

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** South East Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

## Planning Zone Summary

**Planning Zone:** NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)  
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 21 January 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [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](#)

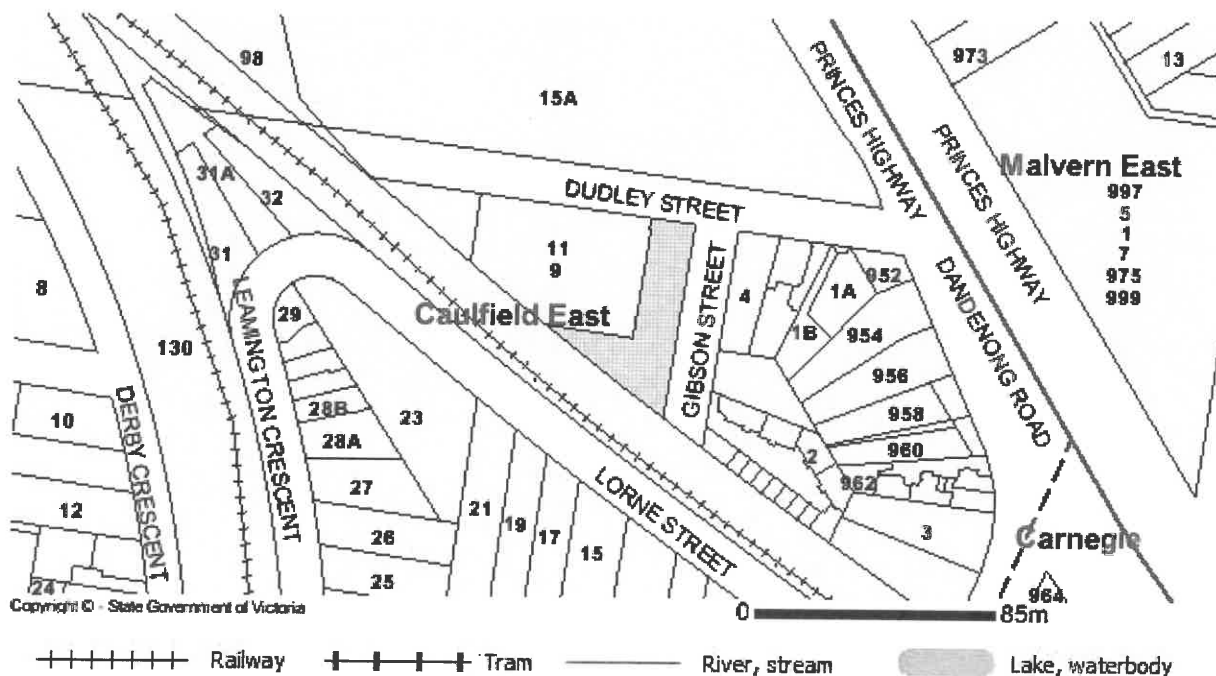
The Planning Property Report includes separate maps of zones and overlays

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](http://www.planning.vic.gov.au)

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 05 February 2020 03:41 PM

## PROPERTY DETAILS

Address: **FLAT 119/5 DUDLEY STREET CAULFIELD EAST 3145**  
Lot and Plan Number: **Lot 33 PS729297**  
Standard Parcel Identifier (SPI): **33\PS729297**  
Local Government Area (Council): **GLEN EIRA**  
Council Property Number: **81855**  
Planning Scheme: **Glen Eira**  
Directory Reference: **Melway 68 G2**

[www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/gleneira](http://planning-schemes.delwp.vic.gov.au/schemes/gleneira)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

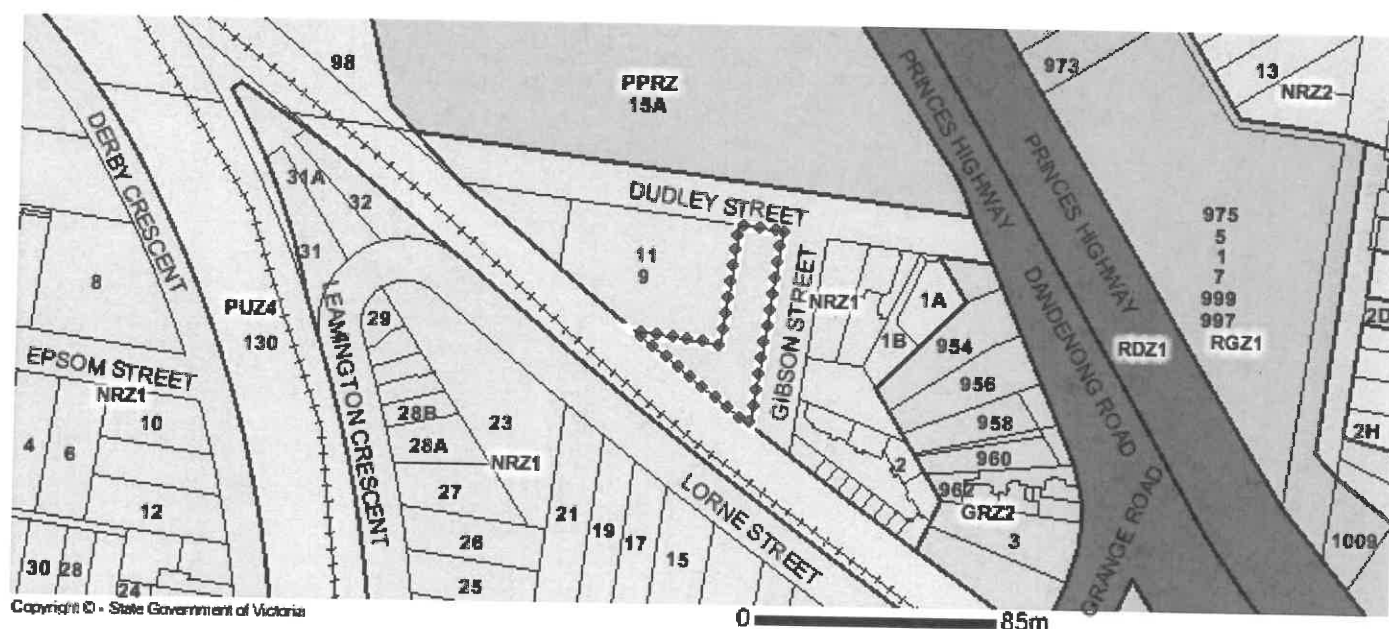
## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **CAULFIELD**

## Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



GRZ - General Residential	IN1Z - Industrial 1	NRZ - Neighbourhood Residential
PPRZ - Public Park & Recreation	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: 119/5 DUDLEY STREET CAULFIELD EAST 3145

## Planning Overlay

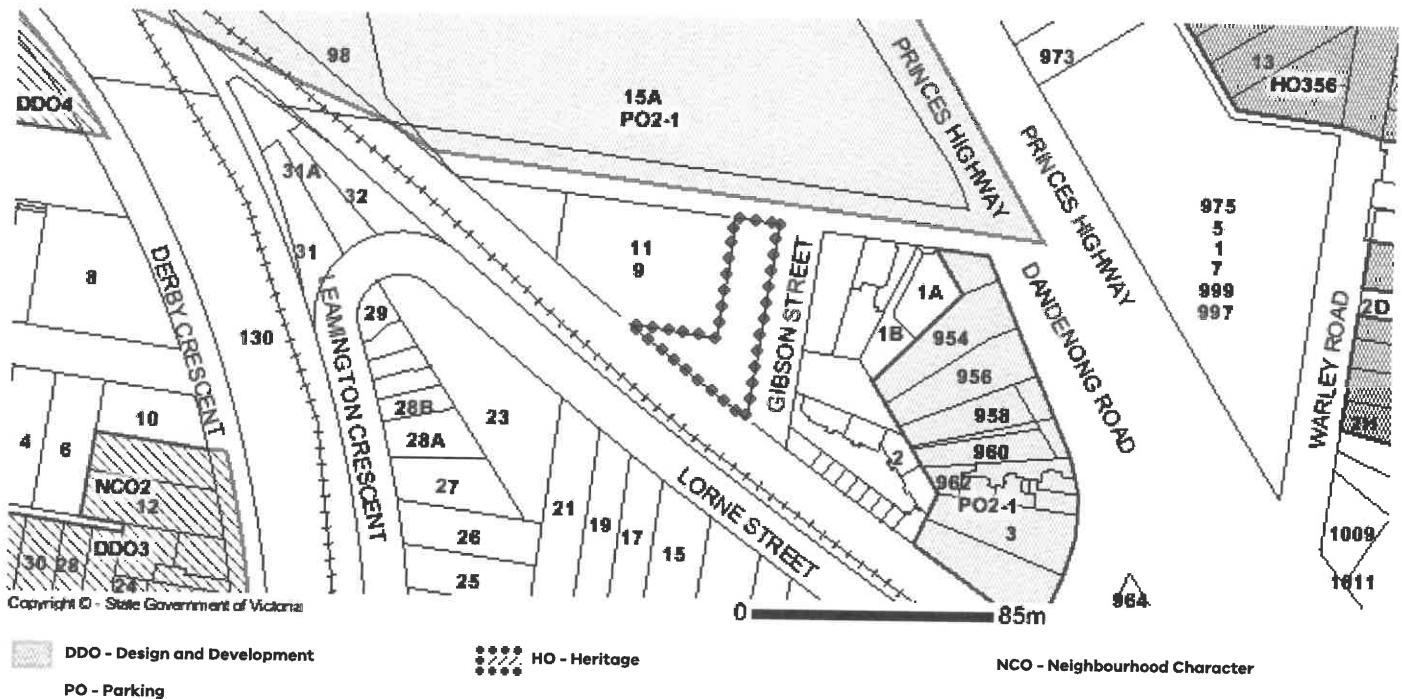
None affecting this land - there are overlays in the vicinity

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)

PARKING OVERLAY (PO)



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 21 January 2020.

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

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

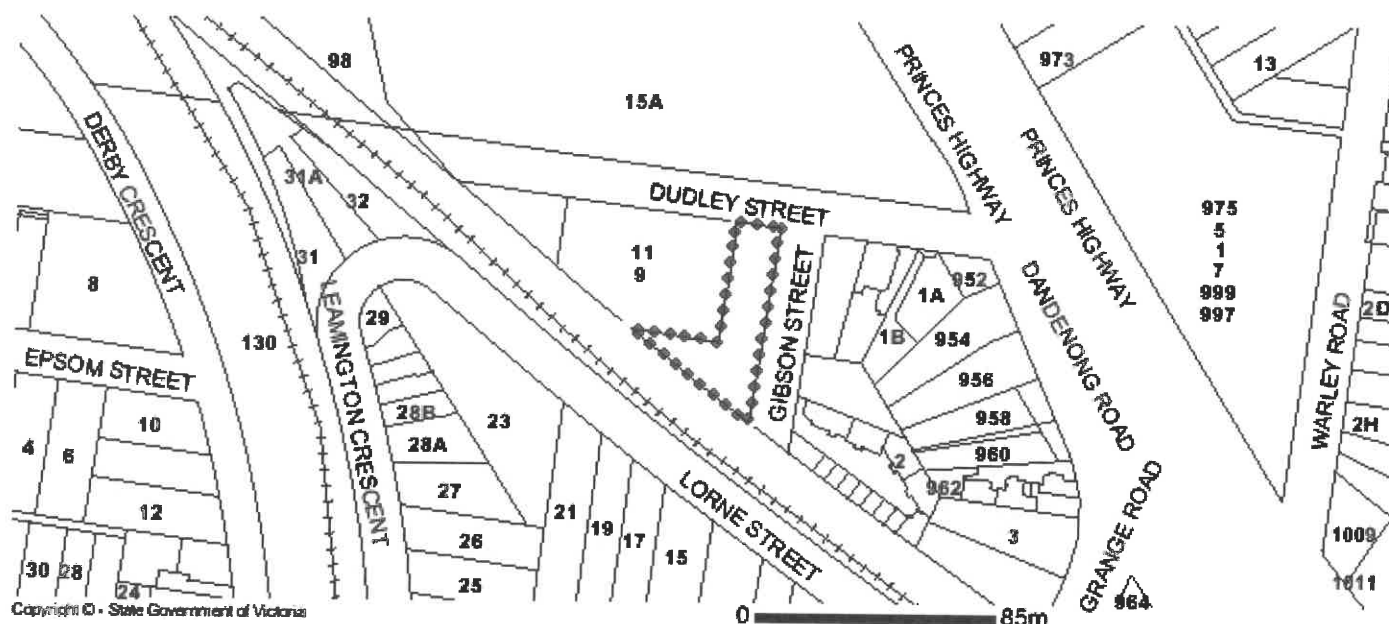
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <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](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony Raso & Associates C/- triSearch (Website)  
135 KING STREET  
SYDNEY 2000  
AUSTRALIA

Client Reference: 444630

NO PROPOSALS. As at the 15th January 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

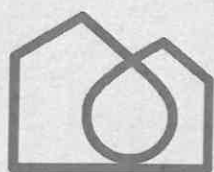
FLAT 119, 5 DUDLEY STREET, CAULFIELD EAST 3145  
CITY OF GLEN EIRA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 15th January 2020

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 34669448 - 34669448170523 '444630'**



**Student  
Housing**  
AUSTRALIA



# RESIDENTIAL TENANCY AGREEMENT

**BETWEEN**

**Ms Leslie Hanger**  
AS LANDLORD/S

And

**Mr Naren Dushant**  
AS TENANT/S

**FOR**

**119/5 Dudley Street, CAULFIELD EAST, VIC 3145**

**RENTED PREMISES**

**w. [sha.com.au](http://sha.com.au) e. [info@sha.com.au](mailto:info@sha.com.au)**



**Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008**

THIS agreement is made on the **20 September 2019** at Melbourne

BETWEEN (**LANDLORD**)

**Ms Leslie Hanger** ABN (if any) 42983745397  
**C/- Student Housing Australia**  
**575 Elizabeth Street, Melbourne VIC 3000**

(whose agent is **Student Housing Australia Pty Ltd**)

**Student Housing Australia Pty Ltd** (ACN 104 888 244) Phone **1300 742 000**

<b>City Office</b>	<b>Caulfield/Malvern Office</b>	<b>Burwood Office</b>
575 Elizabeth St, MELBOURNE VIC 3000 Direct 03 93736800	Level 1, 943 Dandenong Rd, MALVERN EAST VIC 3145 Direct 03 9572 8333	271 Burwood HWY BURWOOD VIC 3125 Direct 03 9834 2500

Landlord/agent after hours emergency contact number: **1300 742 000**

AND (**TENANT**)

**Mr Naren Dushant** ABN (if any)  
**119/5 Dudley Street, CAULFIELD EAST, VIC 3145**

### 1. Premises

The landlord lets the premises known as  
 Utilities included in the RTA are

**119/5 Dudley Street, CAULFIELD EAST, VIC 3145**  
**Gas.** All other utilities are the tenant's responsibility

### 2. Rent

The **Current Rental** amount of

**\$1,260.00 monthly** is payable on the same day each month as the commencement day of the original lease and is always due one full month in advance

The **New Rental** amount of

**\$1,304.00 monthly** will be **effective** from **01/02/2020**

*The **New Rental** amount of (If the rent increase date does not fall on the same date as your due date, there will be an adjusted amount due for this one month, thereafter the monthly rental will be at the new amount)*

Place of payment:

**Student Housing Australia.**

### 3. Bond

The tenant has paid a bond of

**\$1,260.00** is currently being held by the Residential Tenancies Bond Authority.  
**RTBA Reference No. 14418464**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they contribute are listed

NAME: **Mr Naren Dushant**  
 BOND AMOUNT: **\$1,260.00**

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

### 4. Period

(a) The period of the agreement is:

**12 months** approximately

Commencing on the

**29/01/2020**

And ending on the

**21/01/2021**

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

And continue until terminated in accordance with the **Residential Tenancies Act 1997**



Signed by the tenant: 

Mr Naren Dushant

**5. Condition of the premises**

The LANDLORD must-

- (a) Ensure that the premises are maintained in good repair; and
- (b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

**6. Damage to the premises**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

**7. Cleanliness of the premises**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

**8. Use of premises**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier or neighbouring premises.

**9. Quiet enjoyment**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

**10. Assignment or sub-letting**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be reasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

**11. Consent to Electronic Service of notices and other documents**

(a) The TENANT, **Mr Naren Dushant**

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Tenant's email address for service: **narendushant.nd@gmail.com**,  
OR

☐ Does not consent to the electronic service of notices and other documents.

(b) The LANDLORD, **Ms Leslie Hanger**

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

LANDLORDS email address for service: [info@sha.com.au](mailto:info@sha.com.au)

OR

☐ Does not consent to the electronic service of notices and other documents.

(c) If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under clause 11(a) or clause 11 (b) of this agreement, the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

**12. Withdrawing Consent to Electronic Service**

The LANDLORD or the TENANT may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party that notices or other documents are no longer to be sent by electronic communication.

**13. Residential Tenancies Act 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

### Additional Terms

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms provisions in Part 2-3 of the **Australian Consumer Law (Victoria)**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

**\*Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in visible form, unless a form prescribed by the Residential Tenancies Regulations 2008 must be used. These are examples of "writing" an SMS message, an email, a facsimile and a letter. Before you use an SMS message, an email or a facsimile, check clause 11 to see if I have consented to the electronic service of notices or other documents and, if I have, check I have not given you written notice withdrawing my consent. You should also check these additional terms to see if you cannot use an SMS message for the purpose, in which case you may want to use an email.

### 14. Installing goods, making alterations, additions or renovations at my premises

**14.1** You must ask me in "writing" for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give permission, I may ask you to comply with reasonable conditions and, before our tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

**14.2** These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64 (2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

### 15. Other use of my premises

**15.1** You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in "writing" for permission beforehand. If I give my permission, I may also ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**15.2** You must ask me in "writing" for permission before you enter into a license agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

### 16. Utility charges at my premises

**16.1** I am responsible for the costs and charges set out in section 53 (1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

**16.2** You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53 (1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts).

**16.3** If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault. I will have the service reconnected or repaired at my cost.

**16.4** If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service reconnected or repaired at your cost.

**16.5** If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

### 17. My insurances for my premises

**17.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.

**17.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

**17.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

### 18. Light globes and fluorescent tubes at my premises

**18.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

**19. You must tell me about defects at my premises.**

**19.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**20. Damage to my premises**

**20.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or contractor.

**20.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, and excessive amounts of lavatory paper, paper towel, sanitary pads, tampons & wipes. This is not a complete list. I have provided it as a guide only.

**20.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours – even if you, or anyone you have allowed to come on to my premises including me or my managing agent or my contractor, caused it.

**20.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

**21. You will indemnify me in certain circumstances if things go wrong at my premises**

**21.1** If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

**21.2** If you, or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly to blame for someone dying or being injured or their property being damaged or both, you will indemnify me to, the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

**22. Smoke Detectors and Heaters at my premises**

**22.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**22.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry out the test from time to time. If, when you carry out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**22.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**23. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises.**

**23.1** You must not bring unto, or store, inflammable liquids, gases or automotive or machinery lubricants at my premises.

**23.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it as a guide only.

**23.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

**23.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.

**23.5** Examples of vehicle include: a motor car of any description, prime mover, truck, utility, van, bus, tractor, agricultural or earth moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it as a guide only.

**24. Storage and removal of waste and rubbish at my premises**

**24.1** You must store rubbish and waste in appropriate containers with close-fitting lids

**24.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there

**24.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

**24.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

**25. Hanging washing at my premises**

**25.1** If you hang washing or other articles in the open air, you must use the clothesline provided, if any.

**25.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owner's corporation rules.

**26. Looking after the garden at my premises**

- 26.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 26.2** These are examples of things you may need to do in the garden: mow the grass; water (subject to water restrictions, as and when required); remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden pest free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 26.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tanks (s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear & tear to the watering system or tank(s) is not damage.
- 25.4** If you become aware of a fault in or damage to the watering system or tank (s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**27. Pets at my premises**

- 27.1** Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from me, or my managing agent.
- 27.2** I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 27.3** If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

**28. Assignments, subletting or abandoning my premises**

- 28.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. You cannot use an SMS message to ask me or my managing agent for permission.
- 28.2** If you assign or sub-let my premises without obtaining written permission beforehand or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting including –
- 28.2 (a)** a pro rata letting fee;
- 28.2 (b)** advertising or marketing expenses;
- 28.2 (c)** rental data base checks on applicants;
- 28.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

**29. If you intend to leave my premises when your tenancy ends**

- 29.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention to leave, at least 28 days before your tenancy comes to an end.
- 29.2** You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is **not** an SMS message.
- 29.3** You must return all the keys and key cards or remote controls to me, or to my managing agent, when you leave the premises.
- 29.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to my or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

**30. Remaining at my premises after your tenancy ends**

- 30.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy agreement with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 30.2** You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is **not** an SMS message.

**31. If I require my premises when your tenancy ends**

- 31.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 31.2** I, or my managing agent, will tell you by giving you \*written notice in a form that is **not** an SMS message.

**32. Changing the locks and alarm code at my premises**

- 32.1** You may change the locks at my premises.
- 32.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 32.3** You may change the code of an alarm at my premises.
- 32.4** If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable, and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

**33. 'To Let', 'auction' and 'for sale' signs at my premises**

- 33.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.
- 33.2** You will allow me, or my estate agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.

**34. Owners Corporation rules and my premises**

- 34.1** If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement).
- 34.2** You must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 34.3** You do not have to contribute to owners' corporation capital costs or other expenses payable by me.

**35. You cannot use your bond to pay your rent for my premises**

- 35.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the grounds you intend to use the bond as rent paid for my premises.
- 35.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

**36. Increasing the rent on my premises**

- 36.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 36.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the prescribed form for the purpose.
- 36.3** If this is a periodic residential tenancy agreement –
- (a) if I propose to increase your rent, I will give you at least 60 days' notice; and
  - (b) the notice I give you will be in the prescribed form for the purpose.
- 36.4** I acknowledge I must not increase your rent at intervals of less than 6 months.

**37. Receipt of condition report/statement of rights and duties for my premises**

- 37.1** You acknowledge you took occupation of my premises and your received from me or my managing agent –
- (a) two copies of a condition report signed by me or by my managing agent; and
  - (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

**38. Cleaning carpets when vacating my premises**

If new carpet has been installed or the existing carpet was professionally dry or steam cleaned at the commencement of your tenancy, you agree to have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord/agent with a receipt for payment of the work.

**39. Tenant Reimbursement: late or non payment**

- 39.1** If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.
- 39.2** for the purpose of clause 38.1 'fee and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

**40. Ironing**

The Tenant agrees they will not iron on the carpet/floor coverings. The Tenant agrees if the carpet/floor coverings are damaged the tenant will pay the cost of the repair/replacement.

**41. Candles**

The Tenant agrees that they will ensure that candle wax is not dropped onto any surface at the property. The tenant agrees if the property is damaged by candle wax the Tenant will pay the cost of repair or replacement where applicable.

**42. Apartment Fridge**

The tenant agrees that they must defrost the freezer on a regular (monthly) basis. The tenant agrees that should they cause any damages to the fridge they will incur all costs for any repairs or replacement to the fridge.

**43. Condition of property**

The Tenant acknowledges and accepts that the property is being leased in its current state and condition as inspected and upon signing leases.

**44. Lease break**

Further to Additional Term 28.2 The Agent will assist Tenants who find it necessary to break the lease provided: The Tenant must give notice in writing if they intend to break the lease. Unless written acknowledgement and acceptance is given in return, the lease remains in force. The Tenant must sign an Authority for the Agent to assist in the reletting of the property. Unless the Authority is received from the Tenant by mail the Agent cannot act on the lease break. The landlord retains the right to refuse any unsuitable tenancy application. The Tenant must vacate the property 3 clear business days prior to a new tenant moving in. This time frame allows the Property Manager to conduct a final inspection and attend to any outstanding issues. If the ingoing Tenant is unable to move in on the agreed date the outgoing tenant will be held liable for compensation (costs involved).

**45. Smoke free zone**

The Tenant agrees the property is deemed to be a smoke free zone. The Tenant agrees that there is to be NO SMOKING of cigarettes or like substances internally within the premises including balcony and/or the internal communal areas. The Tenant agrees that they will not, nor will they allow others to smoke within the premises. Smoking is only permitted in external/outdoor areas of the property.

**46. Parking**

The Tenant agrees not to keep any unregistered or un-roadworthy vehicles on the premises at any time. In signing this lease the Tenant acknowledges that car parking is limited to those spaces available onsite and no on street parking permits will be requested or issued by Council for residents of this building.

**47. Fire Alarm activation costs and charges**

The tenant/s agrees to indemnify the owner from any and all costs or liability associated with an accidental or genuine fire alarm activation caused by the tenant or their guests, whether caused intentionally or through negligence, misuse or accident; including but not limited to Melbourne Fire Brigade (MFB) call out or attendance charges, insurance excesses, fire contractor repair costs including parts, or other costs.

**48. Privacy act 1988 collection notice**

The personal information the prospective tenant provides in the application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected from the Applicant in the application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including the landlord, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the applicant enters into the Residential Tenancy Agreement and if the Application fails to comply with their obligations under the Agreement that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents. If the Applicant would like to access the personal information, they can contact the Agent directly. The applicant can also correct this information if it is inaccurate, incomplete or out of date.

**LANDLORD / AGENT TO COMPLETE:****\*URGENT REPAIRS:**

(\*this section MUST be completed if an agent is to manage the premises)

The agent ~~can~~ cannot authorise urgent repairs.

\*The maximum amount for repairs which the agent can authorise is \$ 1800.00

The agent's telephone number for urgent repair is 1300 742 000

Signature of landlord(s) \_\_\_\_\_

Mark McDonald on behalf of Ms Leslie Hanger



Signed by the tenant : \_\_\_\_\_

DocuSigned by:  
A handwritten signature in black ink, appearing to read "Naren".  
020055314AB1496...

Mr Naren Dushant

**COMBINED RULES FOR AN OWNERS CORPORATION**

(incorporating the Model Rules and Additional Rules)

**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 prior 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**

(1) An owner or occupier must ensure that the disposal of garbage, waste, or other material does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots; and

(2) An owner or occupier must ensure that all garbage and waste is only placed in the bins in the area provided and that the lids of the bins are securely closed.

(3) Retail Lots will be responsible for the management and removal of their waste from the property at their own cost and will comply with 1.3 (1) & (2).

**1.4 Grease Traps**

Any Grease Trap which collects waste from a Retail Lot will be cleaned at regular intervals by the Owners Corporation and the cost recovered from the Lots using the Grease Trap.

**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, or visitor 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 leave open any entry or garage doors that would provide unauthorized access to the building.

(3) An owner or occupier of a lot must not hang any clothing or other articles from or outside a lot including on or from any balcony, porch, entrance or landing of a lot or the common property.

(4) An owner or occupier of a lot, or a guest of an owner or occupier, must not smoke within any part of the building(s) upon the common property, or in any area that affects any part of the building(s) upon the common property.

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

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

(7) An owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (other than a guide dog).

(8) Subrules (7) does not apply to an animal that assists a person with an impairment or disability.

(9) An owner or occupier of a lot must not permit an advertising board to be erected on or in a lot or upon the Common Property without the prior written approval of the owners corporation.

**3.2 Vehicles and parking on common property**

(1) An owner or occupier of a lot or a visitor 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; or
- (d) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property.

(2) An owner, or occupier of a lot, or visitor who obstructs the common property subrule (1) by parking a motor vehicle upon the Common Property will have the vehicle removed by the towing service engaged by the owners corporation and the cost of the removal of the vehicle will be at the cost of the owner, or occupier of a lot, or visitor.



**3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the prior 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 prior 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 prior 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.

**4.2 Appearance of lot**

- (1) The owners of a lot or the occupiers of a lot must not, without the prior written approval of the owners corporation, make any change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the prior written approval of the owners corporation:
  - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

**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, in accordance with the Planning Permit requirements and Environmental Protection Authority (EPA) Regulations.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given prior 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**.

**7. NON COMPLIANCE**

1. An owner of a lot or occupier of a lot, who is non compliant with the provisions of the Planning Permit or Section 173 Agreement may be subject to the Dispute Resolution procedures (item 6 Dispute Resolution above) and finally be brought before the Victorian and Civil Administration Tribunal (VCAT) if the matter cannot be resolved by the internal dispute process.
2. The Owners Corporation may recover, as a debt from the lot owner or occupier in breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, and committee member of the Owners Corporation) arising out of any breach, by an owner of a lot or occupier of a lot, or any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation or any breach pursuant to any section of any Planning Permit governing the property.

## Notice of rent increase to tenant/s of rented premises

From the landlord

Residential Tenancies Act 1997 (the Act) Section 44  
Residential Tenancies Regulations 2008, Regulation 20  
**Tenant details**

1. This notice is given to: (tenant/s names)

Mr Naren Dushant

2. Regarding the rented premises at: (write address)

119/5 Dudley Street, CAULFIELD EAST, VIC 3145

3. Tenant/s address: (if same address as 2, write 'as above')

AS ABOVE

### Landlord details

4. Name of landlord (of the rented premises):  
(insert name of landlord, cannot be an agent's name)

Ms Leslie Hanger

5. Address of landlord (of the rented premises) for the purpose of serving documents: (can be an agent's address)

C/- Student Housing Australia  
575 Elizabeth Street,  
MELBOURNE VIC 3000

6. Contact telephone numbers (of landlord or agent):

Business hours:	(03) 9373 6800
After hours:	1300 742 000

### Service details

7. This notice is given to the tenant: (mark one method only)

By email	<input checked="" type="checkbox"/>
Insert email address: (if applicable)	narendushant.nd@gmail.com
on this date:	20 September 2019

### Rent increase amount and start date

8. I am giving you at least 60 days notice that I propose to increase the rent.

The current rent is (\$):	\$1,260.00
Per: (week/fortnight/month)	month
The new rent is (\$): (new rent amount)	\$1,304.00
Per: (week/fortnight/month)	month
and will commence on: (start date)	01/02/2020

9. Signature of landlord or agent:

Andrew Pettman on behalf of Sadia Sabi

10. Name of landlord or agent signing this notice:  
(include name of estate agency where applicable)

Student Housing Australia

11. If you consider this proposed rent increase is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent, under section 45 of the Residential Tenancies Act 1997.

**Tenants note:** Excessive rent is determined according to the accepted market rental value of the premises.

12. The landlord cannot increase your rent more often than once every 6 months.
13. Under a fixed term tenancy agreement, a landlord must not increase the rent before the fixed term ends unless the agreement specifically provides for an increase.
14. If you need help with this notice, you can call the Consumer Affairs Victoria Helpline on 1300 55 81 81 or visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting)

### Rent increase investigation (no cost)

(note: this section is not part of the notice)

If you want to request an investigation, it must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to Director of Consumer Affairs Victoria, GPO Box 123 Melbourne 3001, or fax to 8684 6310, or email to [renting@justice.vic.gov.au](mailto:renting@justice.vic.gov.au)

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, I/we the tenant/s wish to apply for a rent increase investigation:	
Tenant/s daytime telephone number:	

Privacy notification – Consumer Affairs Victoria collects and handles your personal information consistent with the requirements of the Privacy and Data Protection Act 2014. Without this information we may be unable to process this transaction. You are able to request access to the personal information that we hold about you, and to request that it be corrected by contacting Consumer Affairs on 1300 55 81 81, the Information and Privacy Unit on 8684 0178 or the Freedom of Information Unit on 8684 0063.