



**FORM 1 OF THE FORMER**

**Estate Agents Act 1980**

Regulation 5(a)

**CONTRACT OF SALE OF REAL ESTATE—  
PARTICULARS OF SALE**

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

**Property Address: Unit 101/60 Garden Street, South Yarra VIC 3141**

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.

**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.

## 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 an 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 (e.g. "director", "attorney under power of attorney") .....

**SIGNED BY THE PURCHASER** ..... on / /2020

Print name of person signing .....

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

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

**SIGNED BY THE VENDOR** ..... on / /2020

Print name of person signing Macy Phung Piper (formerly Phung)

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

**SIGNED BY THE VENDOR** ..... on / /2020

Print name of person signing

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

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

## PARTICULARS OF SALE

### Vendor's estate agent

Viva Property

575 Elizabeth Street, Melbourne VIC 3000

Telephone: 03 9373 6868

Fax:

Email: zenok@vivaproperty.com.au

### Vendor

Macy Phung Piper (formerly Phung)

### Vendor's legal practitioner or conveyancer

Edge Point Conveyancing

PO Box 2121 Taylors Lakes VIC 3038

Telephone: 0421 079 370

Fax: 03 8692 2775

Email:

rachael@edgepointconveyancing.com.au

### Purchaser

of

### Purchaser's legal practitioner or conveyancer

of

Telephone:

Fax:

Email:

### Land (general conditions 3 and 9)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
11215/683	101	PS618675W

The land includes all improvements and fixtures.

### Property address

The address of the land is: Unit 101/60 Garden Street, South Yarra VIC 3141

### Goods sold with the land (general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

### Payment (general condition 11)

Price

Deposit

By

Of which \$

has been paid

Balance

payable at settlement

### GST (general condition 13)

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

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

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

## **GST – RESIDENTIAL WITHHOLDING PAYMENT**

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 2A applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the ***Taxation Administration Act 1953 (Cth)*** (see attached).

## **Settlement (general condition 10)**

is due on

## **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

**SUBJECT TO LEASE**

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

## **Terms contract (general condition 23)**

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions.

## **Loan (general condition 14)**

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

Lender:

Loan amount: \$

Approval date:

## **Special conditions**

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

**SPECIAL CONDITIONS**

If the contract is subject to '**special conditions**' then particulars of the special conditions are:

# CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

## 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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in 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.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.8.

### 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

## 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

## 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the

land. This general condition 8.14 applies despite general condition 8.1.

- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. 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.

## 10. Settlement

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

## 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, 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) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** 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.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

## 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply 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) express post is taken to have been served on the next business day after posting, unless proven otherwise;
- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.

17.2 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 authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

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

#### **19. Liability of signatory**

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

#### **20. Guarantee**

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

#### **21. Notices**

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

#### **22. Inspection**

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

#### **23. Terms contract**

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

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

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

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

#### **24. Loss or damage before settlement**

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

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

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

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

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# **NOTICE TO PURCHASER**

**Property:** Unit 101/60 Garden Street, South Yarra VIC 3141

**Vendor:** Macy Phung Piper (formerly Phung)

- 1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**

**1. Electronic Conveyancing**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

- (a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
  - (i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (ii) 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
  - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
  - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (ii) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- (g) The parties must do everything reasonably necessary to effect settlement:
  - (i) electronically on the next business day, or
  - (ii) 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 1(f)1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (i) The vendor must before settlement:
  - (i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (ii) 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;
  - (iii) 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
  - (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

**2. Foreign Resident Capital Gains Withholding**

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 2.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 2.4 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.
- 2.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 2.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 2.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 2.8 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.
- 2.9 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 of *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.
- 2.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 2A – GST withholding

- 2A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 2.2 This special condition 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 2.3 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.
- 2.4 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 special condition; and
  - (b) ensure that the representative does so.
- 2.5 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 special 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 special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 2.6 The representative is taken to have complied with the requirements of special condition 2.5 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.
- 2.7 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 special condition 2.6. However, if the purchaser gives the bank cheque in accordance with this special condition 2.7, 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 special condition 8.10; 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.

2.12 This special condition will not merge on settlement.

### 3. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### 4. Foreign Investment Review Board (FIRB) Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

### 5. Transfer

General Condition 6 is replaced with the following:

The Transfer of Land is required to be prepared by the Purchasers representative and delivered to the Vendor representative, no less than ten (10) days prior to settlement date. If the purchaser fails to deliver the Transfer of Land to the Vendor, the Vendor will not be obligated to complete this contract until the expiration of the ten (10) days from the date of delivery. The Purchaser shall be deemed to have made a default in the payment, without further notice from the vendor, and shall be liable for Penalty Interest for the days which settlement is delayed.

## **6. Payment**

General Condition 11.6 is replaced with the following:

The purchaser must pay bank fees on up to six bank cheques at settlement, the vendor must pay the bank cheque fee/s on any additional bank cheques requested by the vendor.

## **7. Finance**

General Condition 14.2 c) in addition with the following:

The purchaser must provide the vendors representative with written notice as to whether the purchaser/s application for finance has or has not been approved by close of business as specified within the Contract of Sale.

Where a purchaser/s application for finance has not been approved, the purchaser may end the contract by notice in writing and must provide a letter from an Authorised Banking Institution stating the decline has been issued.

**Business Day** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria. Duration of a business day is deemed as 9:00AM – 5:00PM.

## **8. Adjustments**

General Condition 15.3 is replaced with the following:

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. In addition, the statement of adjustments must be provided to the vendor's representative at least two clear business days prior to settlement.

The purchaser hereby agrees that a fee of \$150.00 including GST will be collected at settlement to reimburse the Vendor representative for costs incurred due to the delay.

## **9. Service**

General Condition 17.1 and 17.2 are amended so that they are subject to the following which is to be inserted as General Condition 17.3

17.3 The purchaser, or its solicitor, conveyancer or agent, must not serve any document, notice or demand on the vendor. Service is to be made on the vendor's conveyancer or agent via email.

## **10. Guarantee**

General Condition 20 is replaced with the following:

If a company purchases the property:

- a. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract
- b. The Directors of the company must sign the guarantee attached to this contract and deliver to the vendors representative within 7 days of signing.

## **11. Notice**

General Condition 21 is replaced with the following:

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is 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 the responsibility where action is required before settlement, at the vendors discretion.

## **12. Breach**

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

**13. Default Interest & Costs Payable**

- a) General Condition 26 is amended by inserting 6% instead of 2%.  
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$550.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$220.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

**14. Identity**

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

**15. Planning and Restrictions**

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

**16. Entire Agreement and No Representations**

This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

**17. Building and Goods**

17.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

17.2 The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

17.3 The Purchaser acknowledges that he has inspected the chattels, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

**18. Nomination**

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$150.00 by way of adjustment at Settlement.



**19. Non payment of the whole or part of the deposit**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract. Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due

## GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
  - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
  - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. 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.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

## GUARANTEE AND INDEMNITY SCHEDULE

**Vendor:** MACY PHUNG PIPER (FORMERLY PHUNG)

**Purchaser:**

**The Contract:** The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: UNIT 101/60 GARDEN STREET, SOUTH YARRA

Certificate of Title: Volume 11215 Folio 683

**Guarantor:** Name: .....

Address: .....

Name: .....

Address: .....

DATED: this day of 2020

<b>SIGNED SEALED AND DELIVERED</b> by the said	)	
	)	
	)	.....
Print Name .....	)	Signature of Guarantor
	)	
In the presence of:	)	
	)	
Signature of Witness .....	)	

<b>SIGNED SEALED AND DELIVERED</b> by the said	)	
	)	
	)	.....
Print Name .....	)	Signature of Guarantor
	)	
In the presence of:	)	
	)	
Signature of Witness .....	)	

**UNIT 101/60 GARDEN STREET, SOUTH YARRA**  
(Property)

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# **VENDOR STATEMENT**

Vendor: Macy Phung Piper

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**EDGE POINT CONVEYANCING**

PO Box 2121  
Taylors Lakes VIC 3038

Tel: 0421 079 370  
Fax: 03 8692 2775  
Email: [rachael@edgepointconveyancing.com.au](mailto:rachael@edgepointconveyancing.com.au)  
**Ref: RF:716**

# Vendor Statement

**Vendor: Macy Phung Piper (formerly Phung)**  
**Land: Unit 101/60 Garden Street, South Yarra**

## 1. FINANCIAL

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

☐ Are contained in the attached certificate(s).

☒ Their total does not exceed: \$4,500

☐ Their amounts are:

Authority	Amount	Interest (if any)
South East Water		
Stonnington East Water		

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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

☒ Not applicable.

☐ As attached

### 1.3 **Terms Contract**

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

☒ Not applicable.

☐ "Additional Vendor Statement" is attached.

### 1.4 **Sale Subject to Mortgage**

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

☒ Not applicable.

☐ "Additional Vendor Statement" is attached.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

☒ Not applicable.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

☐ Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

### 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.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

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

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s.

☐ Is as follows:

☐ Not applicable.

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

☒ In the attached copies of title document/s.

☐ As follows:

☐ Not applicable.

### 3.2 Road Access

There is:

☒ access to the property by road

☐ NO access to the property by road

- 3.3 **Designated Bushfire Prone Area**  
If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.  
☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993  
☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993
- 3.4 **Planning Scheme**  
☐ Attached is a certificate with the required specified information.  
☒ The Planning Scheme information required to be provided is as follows:  
Name of planning scheme: Stonnington Planning Scheme  
Name of responsible authority: Stonnington City Council  
Zoning of the land:  
ACTIVITY CENTRE ZONE (ACZ)  
ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)  
Name of planning overlay:  
ENVIRONMENTAL AUDIT OVERLAY (EAO)  
SPECIAL BUILDING OVERLAY (SBO)  
SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)

## 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:  
☐ Not applicable.  
☒ Are contained in the attached certificates and/or statements.  
☐ Are as follows:
- 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:  
☒ Not applicable.  
☐ Are contained in the attached certificates and/or statements.  
☐ Are as follows:
- 4.3 **Compulsory Acquisition**  
The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:  
☒ Not applicable.  
☐ Are contained in the attached certificates and/or statements.

☐ Are as follows:

## 5. BUILDING PERMITS

- 5.1 **Particulars of any building permit** issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land):
- ☒ Not applicable.
  - ☐ Are contained in the attached certificates and/or statements.
  - ☐ Are as follows:

## 6. OWNERS CORPORATION

- 6.1 This section 6 only applies if the land is **affected by an owners corporation** within the meaning of the Owners Corporations Act 2006.
- ☐ Not applicable.
  - ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
  - ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
  - ☐ The owners corporation is INACTIVE

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

- ☒ GAIC (and Section 7) is NOT applicable on the sale of this property.
- ☐ GAIC (and Section 7) IS applicable on the sale of this property. 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

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) ☐ The land is NOT to be transferred under the agreement
- ☐ The land IS to be transferred under the agreement
- (b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
- ☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) ☐ The land is NOT land in respect of which a GAIC is imposed
- ☐ The land IS land in respect of which a GAIC is imposed

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

- ☐ Any certificate of release from liability to pay a GAIC
- ☐ Any certificate of deferral of the liability to pay the whole or part of a GAIC
- ☐ Any certificate of exemption from liability to pay a GAIC



- ☐ Any certificate of staged payment approval
- ☐ Any certificate of no GAIC liability
- ☐ Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- ☐ A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

## 8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

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

## 9. TITLE

9.1 Attached are copies of the following **title documents**:

- ☒ A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.
- ☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

- ☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- ☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

### 10.1 Unregistered Subdivision

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

- ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 10.2 Staged Subdivision

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

- ☐ Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- ☐ The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
  - ☐ attached.

- ☐ as follows:
- ☐ The proposals relating to subsequent stages that are known to the vendor are:
  - ☐ attached.
  - ☐ as follows:
- ☐ The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
  - ☐ attached.
  - ☐ as follows:

### 10.3 Further Plan of Subdivision

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

- ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY INFORMATION

- ☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- ☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
  - ☐ Not applicable.
  - ☐ Are contained in the attached building energy efficiency certificate.
  - ☐ Are as follows:

## 12. DUE DILIGENCE CHECKLIST

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

- ☒ Is attached.
- ☐ Is not attached.

# Vendor Statement

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


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

The vendor may sign by electronic signature.

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

**Land: Unit 101/60 Garden Street, South Yarra**

**Vendor: Macy Phung Piper (formerly Macy Phung)**

Vendor's signature 

30 / 7 / 2020  
Date

**Purchaser:**

Purchaser's signature

/ / 20  
Date

**Purchaser:**

Purchaser's signature

/ / 20  
Date

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

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

VOLUME 11215 FOLIO 683

Security no : 124084392324R  
Produced 17/07/2020 04:56 PM

LAND DESCRIPTION

Lot 101 on Plan of Subdivision 618675W.  
PARENT TITLE Volume 06485 Folio 801  
Created by instrument PS618675W 20/07/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MACY PHUNG of 23/134 ABERDEEN STREET NORTHBRIDGE WA 6003  
AK403990D 17/06/2013

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.

AGREEMENT Section 173 Planning and Environment Act 1987  
AH338416A 02/07/2010

DIAGRAM LOCATION

SEE PS618675W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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


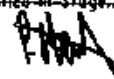

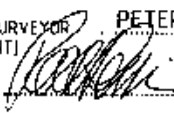
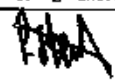
Street Address: UNIT 101 FLOOR 1 60 GARDEN STREET SOUTH YARRA VIC 3141

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS618675W

DOCUMENT END

The information supplied by The Search People - Channel has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION		STAGE NO. 	LR Use only <b>EDITION 1</b>	PLAN NUMBER <b>PS618675W</b>										
<b>Location of Land</b> <b>Parish:</b> PRAHRAN <b>Township:</b> --- <b>Section:</b> --- <b>Crown Allotment:</b> --- <b>Crown Portion:</b> 35 (PART)  <b>LR Base Record:</b> D.C.M.B. <b>Title Reference:</b> vol. 6485 fol. 801  <b>Last Plan Reference:</b> LCT 1 TP 303802 J <b>Postal Address:</b> 60 GARDEN STREET, (at time of subdivision) SOUTH YARRA, 3141.  <b>M.G.A. Co-ordinates</b> E 323 830 ZONE 55 (of approx. centre of land in plan) N 5 809 650		<b>Council Certificate and Endorsement</b> <b>Council Name:</b> CITY OF STONNINGTON <b>Ref:</b> 239/09  <del>1. This plan is certified under section 6 of the Subdivision Act 1988.</del> <del>2. This plan is certified under section 11(1) of the Subdivision Act 1988. Date of original certification under section 6: / /</del> <del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del> <b>Open Space</b> <del>(i) A requirement for public open space under section 1E of the Subdivision Act 1988 has/has not been made.</del> <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage: _____</del> <b>Council Delegate</b> <b>Council Seal:</b>  <b>Date:</b> 15 / 06 / 2010  <del>Re-certified under section 11(1) of the Subdivision Act 1988.</del>  <del>Council Delegate</del> <del>Council Seal</del>  <del>Date: / /</del>												
<b>Vesting of Roads and / or Reserves</b> <table border="1"><thead><tr><th>Identifier</th><th>Council/Body/Person</th></tr></thead><tbody><tr><td>Nil</td><td>Nil</td></tr></tbody></table>  Boundaries shown by thick continuous lines are defined by buildings.  Location of boundaries defined by buildings:- - Internal Face all walls, floors & ceilings.  The Common Property No.1 is all the land in this plan except the lots & includes the structure of walls, floors & ceilings which define the boundaries  Lots 102, 205, 301 & 302 each comprise two parts.  All internal columns, service ducts and pipe shafts within the building are deemed to be part of Common Property No.1. The positions of these columns, ducts and shafts have not been shown on the diagrams contained herein.		Identifier	Council/Body/Person	Nil	Nil	<b>Notations</b> <b>Staging</b> This is/is not a staged subdivision Planning Permit No. _____  <b>Depth Limitation</b> Does not Apply   <b>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</b>  <b>Survey</b> This plan is/is not based on survey. This survey has been connected to permanent marks no(s): --- in Proclaimed Survey Area No. ---								
Identifier	Council/Body/Person													
Nil	Nil													
<b>Easement Information</b> <b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) <b>Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.</b> <table border="1"><thead><tr><th>Easement Reference</th><th>Purpose</th><th>Width (Metres)</th><th>Origin</th><th>Land Benefited/In Favour Of</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>				Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						<b>LR use only</b>  <b>Statement of Compliance/Exemption Statement</b> <b>Received</b> <input checked="" type="checkbox"/>  <b>Date</b> 12/07/2010  <b>LR use only</b> <b>PLAN REGISTERED</b> <b>Time</b> 3:51PM <b>Date</b> 20/07/2010  <b>H.YILDIRIM</b> Assistant Registrar of Titles <b>Sheet 1 of 5 Sheets</b>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of										
 <b>DICKSON HEARN PTY LTD</b> A.C.N. 006 978 294 685 GLENNHUNTLY ROAD, CAULFIELD SOUTH, 3162. Phone (03) 9523 9155 Fax (03) 9523 6526 email: dicksonhearn@hotmail.com.au		<b>LICENSED SURVEYOR (PRINT)</b> PETER ANDREW DENNIS <b>SIGNATURE</b>  <b>DATE</b> 4/6/10  <b>REF.</b> 4685 <b>VERSION</b> 05		 <b>DATE</b> 15 / 06 / 2010 <b>COUNCIL DELEGATE SIGNATURE</b> Original sheet size A3										

# PLAN OF SUBDIVISION

Stage No.

Plan Number

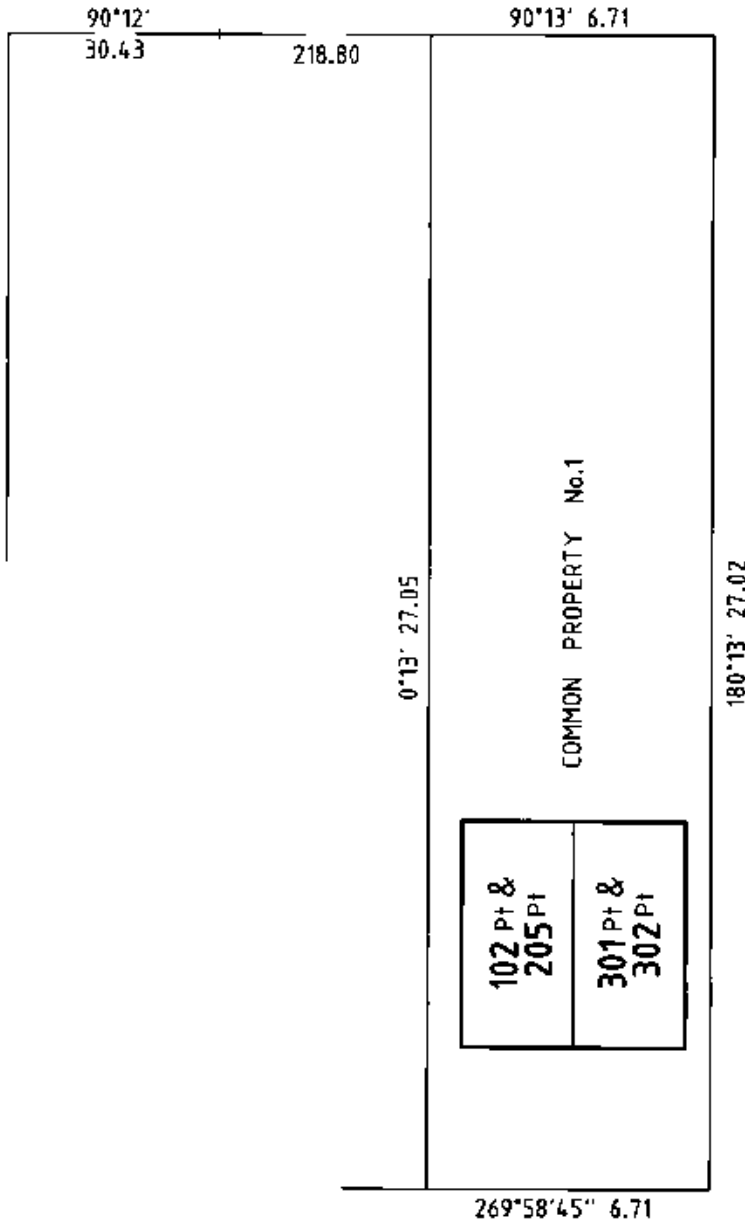
PS 618675 W

DIAGRAM 1: GROUND LEVEL & GROUND STOREY.

GARDEN STREET

CHAPEL STREET

APPROXIMATE TRUE NORTH



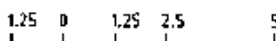
ROAD



**DICKSON HEARN PTY LTD**

A.C.N. 006 978 294  
685 GLENHUNTLY ROAD,  
CAULFIELD SOUTH, 3162.  
Phone (03) 9523 9155 Fax (03) 9523 6926  
email: dicksonhearn@hotmail.net.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE  
1:125  
SHEET  
SIZE  
A3

LICENSED SURVEYOR (PRINT) PETER ANDREW DENNIS

SIGNATURE

REF. 4685

DATE 4/6/10

VERSION 05

Sheet 2

DATE 15/06/2010

COUNCIL DELEGATE SIGNATURE

Original Sheet Size A3

# PLAN OF SUBDIVISION

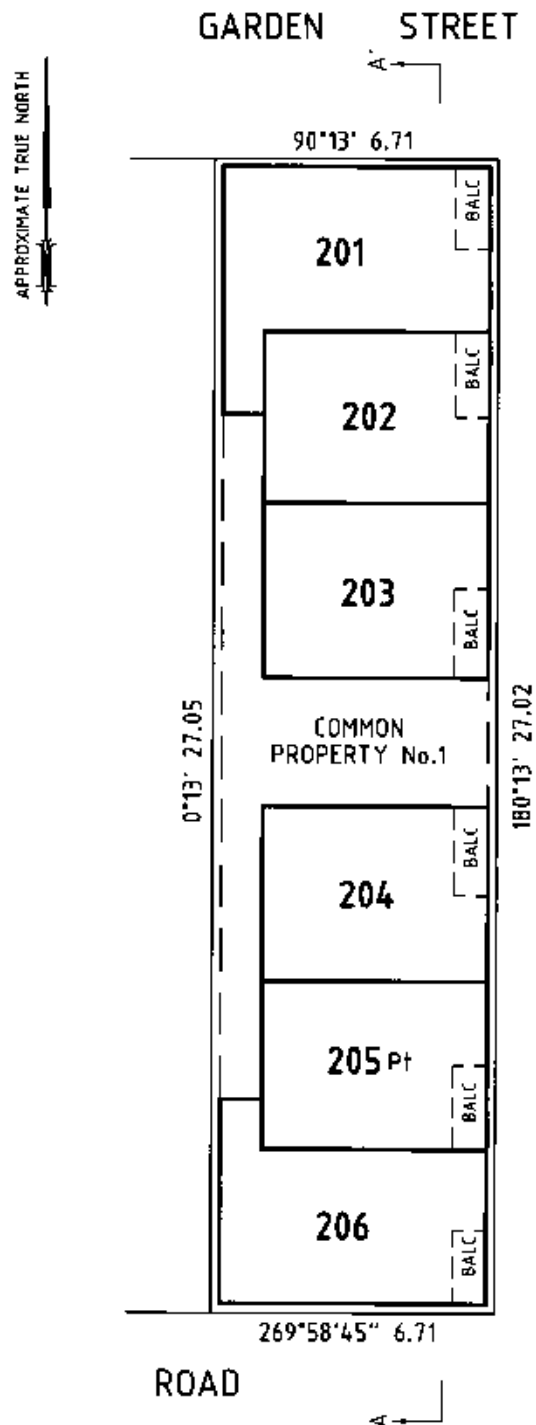
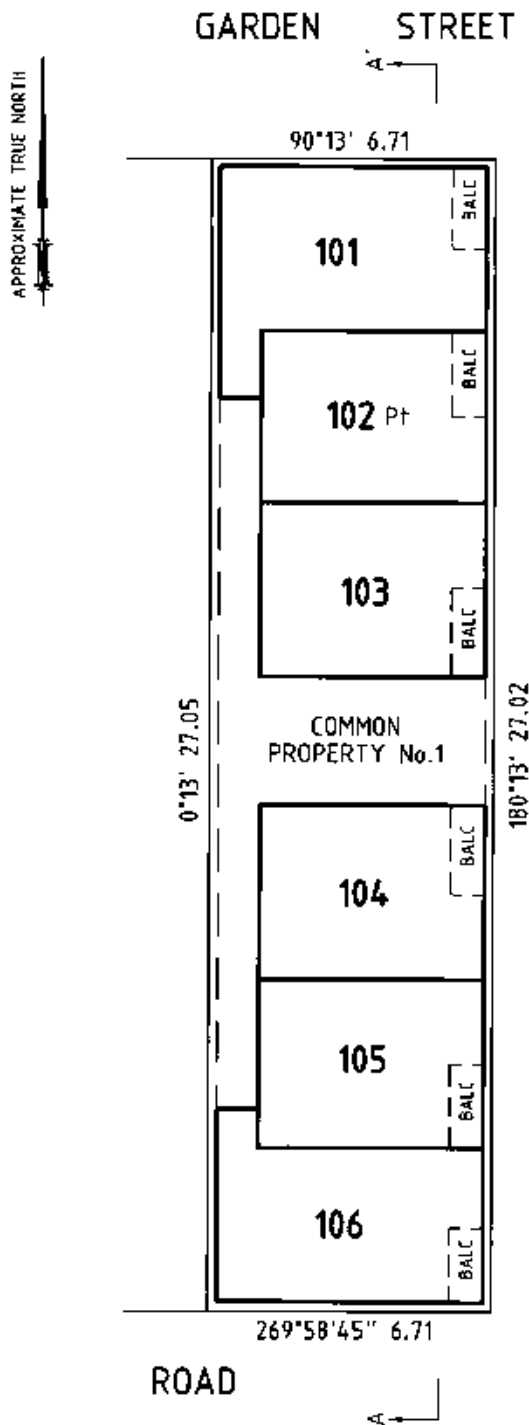
Stage No.

Plan Number

PS 618675 W

DIAGRAM 2: FIRST STOREY.

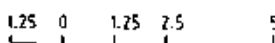
DIAGRAM 3: SECOND STOREY.



**DICKSON HEARN PTY LTD**

A.C.N. 006 978 294  
685 GLENHUNTLY ROAD,  
CAULFIELD SOUTH, 3162.  
Phone (03) 9523 9155 Fax (03) 9523 6926  
email: dicksonhearn@horkey.net.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:125

SHEET  
SIZE

A3

LICENSED SURVEYOR (PRINT) PETER ANDREW DENNIS

SIGNATURE

REF. 4685

DATE 4 / 6 / 10

VERSION 05

Sheet 3

DATE 15 / 06 / 2010

COUNCIL DELEGATE SIGNATURE

Original Sheet Size A3

# PLAN OF SUBDIVISION

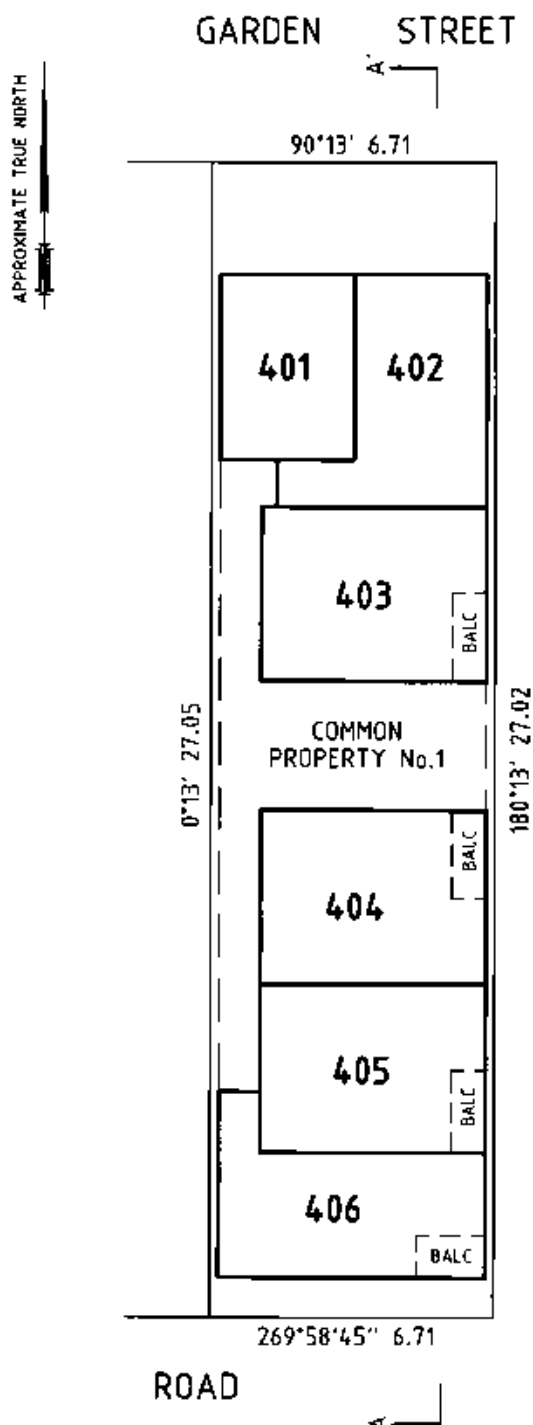
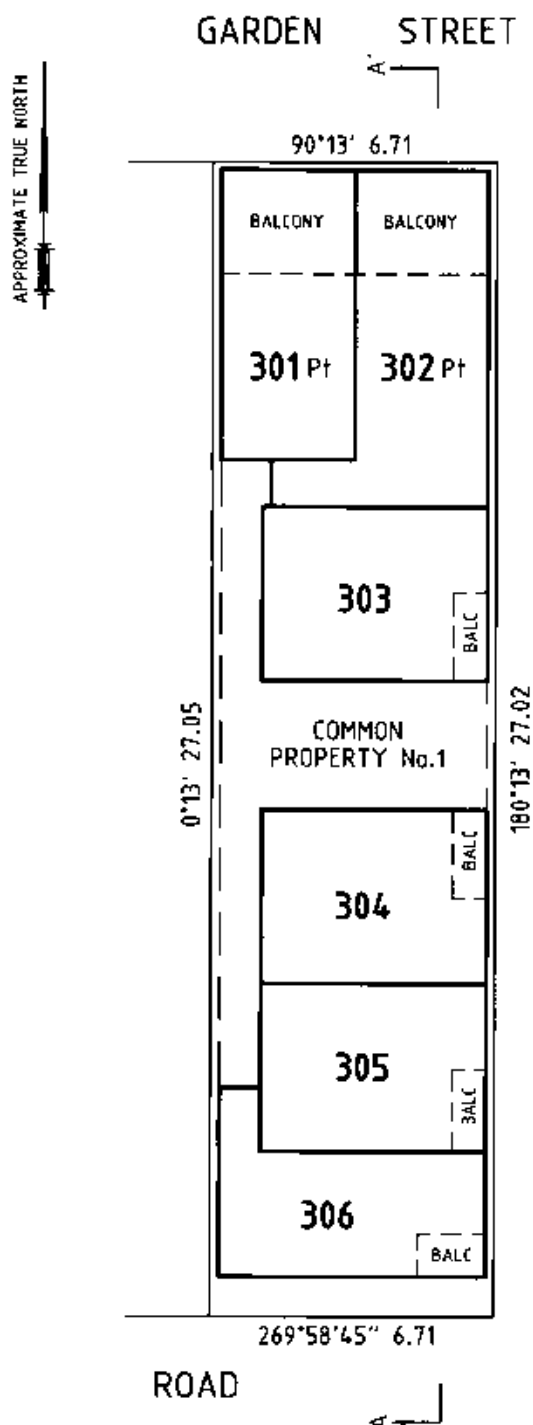
Stage No.

Plan Number

PS 618675 W

DIAGRAM 4: THIRD STOREY.

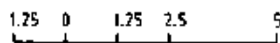
DIAGRAM 5: TOPMOST STOREY.



**DICKSON HEARN PTY LTD**

A.C.N. 006 978 294  
685 GLENHUNTLY ROAD,  
CAULFIELD SOUTH, 3162.  
Phone (03) 9523 9155 Fax (03) 9523 6926  
email: dicksonhearn@hotmail.net.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:125

SHEET  
SIZE

A3

LICENSED SURVEYOR (PRINT)

PETER ANDREW DENNIS

SIGNATURE

*[Signature]*

DATE

4.6.10

REF. 4685

VERSION 05

Sheet 4

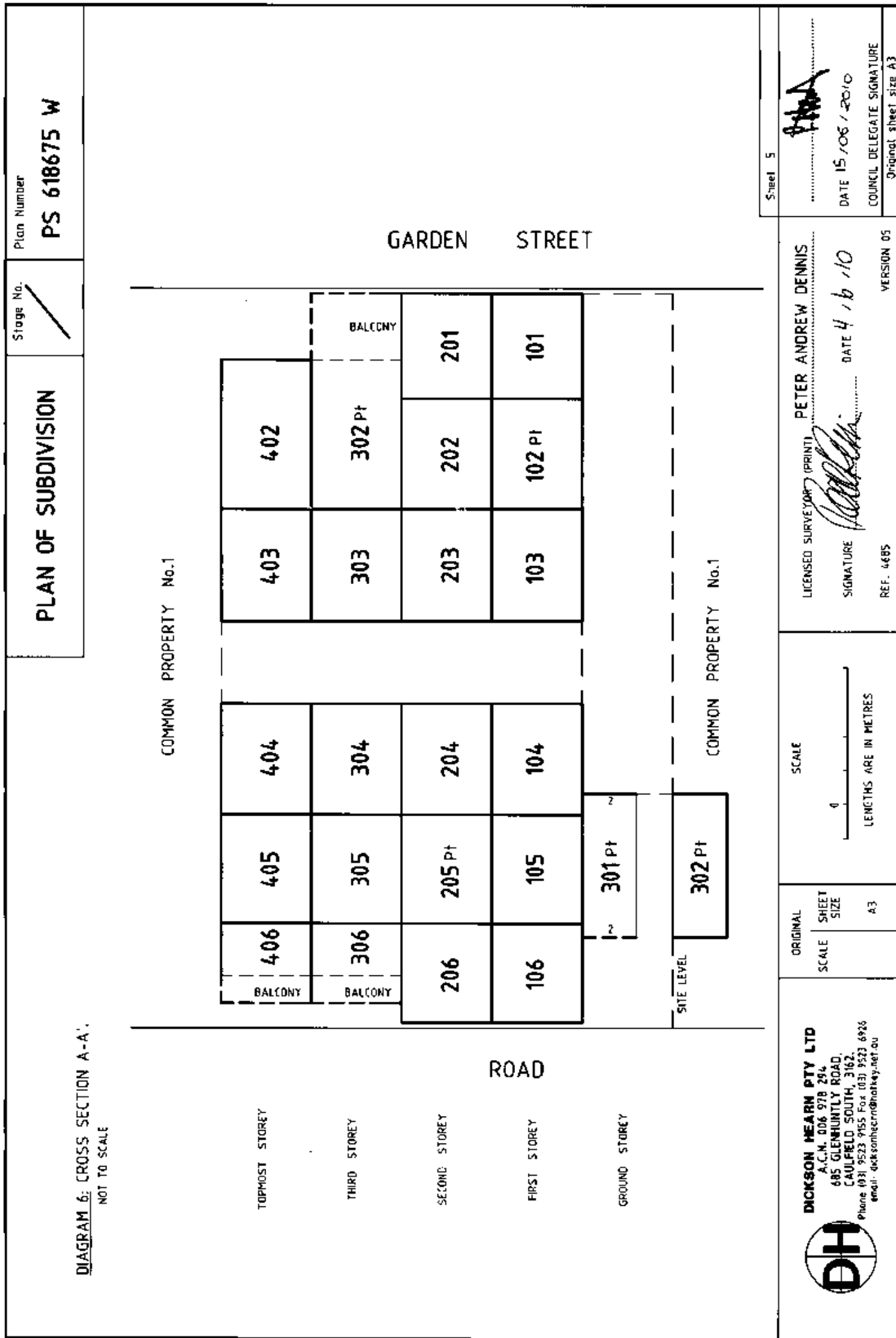
DATE 15/06/2010

COUNCIL DELEGATE SIGNATURE

Original Sheet Size A3



**DIAGRAM 6: CROSS SECTION A-A'**  
NOT TO SCALE



**AH338416A**

02/07/2010 \$105.20 173



# Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:LMR:LGC:5441834  
Customer Code: 1167E

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 6485 Folio 801

Authority: Stonnington City Council of cnr. Greville & Chapel Streets, Prahran, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

Position Held:

Date:

G. GALE

COORDINATOR STAFF PLNG

24/6/10



**AH338416A**

02/07/2010 \$105.20 173



**SECTION 173 AGREEMENT**

**BETWEEN**

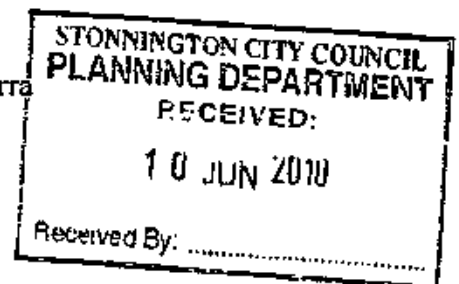
**CITY OF STONNINGTON**

**AND**

**B CENTRAL DEVELOPMENT GROUP PTY LTD  
(ACN 125 188 927)**

*Agreement under Section 173 of the Planning and Environment Act 1987*

Land: 60 Garden Street, South Yarra



**Jack Bock Lawyers**  
60 Park Street  
South Melbourne 3205  
Tel 9696 7771  
Our Ref: 1623



**THE DATE OF THIS AGREEMENT IS:**

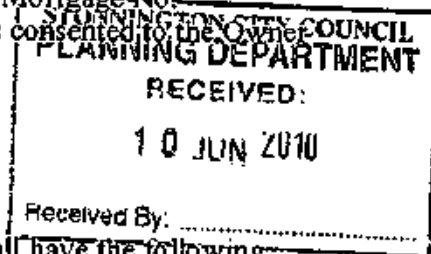
**THE PARTIES ARE:**

**CITY OF STONNINGTON** of corner Greville & Chapel Streets, Prahran, Victoria 3181 ("Responsible Authority").

**B CENTRAL DEVELOPMENT GROUP PTY LTD (ACN 125 188 927)** of Level 2, Suite 2, 230 Balaclava Road, Caulfield, Victoria 3162 ("Owner")

**RECITALS:**

- A. The Responsible Authority is the responsible authority for the administration of the Scheme pursuant to the provisions of the *Planning and Environment Act 1987*.
- B. The Owner is or is entitled to be the registered proprietor of the Land referred to in Item 2 of the Schedule.
- C. The Responsible Authority issued the Permit referred to in Item 3 of the Schedule.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. Condition 4 of the Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- F. As at the date of this Agreement, the land is encumbered by Mortgage No. AF715062B in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Land.



**Operative Provisions**

**1 DEFINITIONS**

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "Act" means the *Planning and Environment Act 1987*;
- 1.2 "Commencement Date" means the date on which this Agreement commences and referred to in Item 5 of the Schedule;
- 1.3 "Land" means the land described in Item 2 of the Schedule;
- 1.4 "Owner" means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee-in-possession;
- 1.5 "Permit" mean the Planning Permit referred to in Item 3 of the Schedule;
- 1.6 "Planning Approval" shall mean and include any planning permit issued in accordance with the Act;



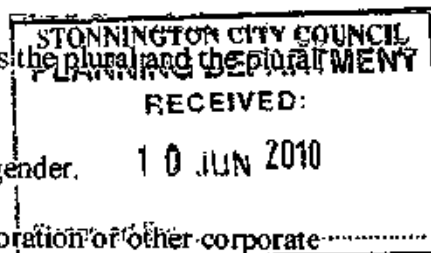
- 1.7 "Scheme" means the Stonnington Planning Scheme;
- 1.8 "Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- 1.9 "Endorsed Plan" means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Permit. A copy of the Endorsed Plan is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.
- 1.10 "Mortgagee" means the person or persons registered or entitled to from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it;
- 1.11 "party or parties" means the Owner and Responsible Authority under this Agreement as appropriate;
- 1.12 "Student Accommodation" means the provision of accommodation for persons undertaking a full-time course of education at a tertiary or secondary level educational institution;

## 2 INTERPRETATION

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner is more than one person this Agreement binds them jointly and each of the severally.
- 2.5 A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amended of it, and a regulation or statutory instrument issued under it.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 Any reference in this Agreement to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- 2.9 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

## 3 AGREEMENT UNDER SECTION 173 OF THE ACT

The Responsible Authority and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this



Agreement is made as a Deed pursuant to Section 173 of the Act.



#### 4 EFFECT OF THE AGREEMENT

##### 4.1 Agreement runs with the Land

This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of the Agreement shall run with and be annexed to the Land.

##### 4.2 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

##### 4.3 Binding Covenants

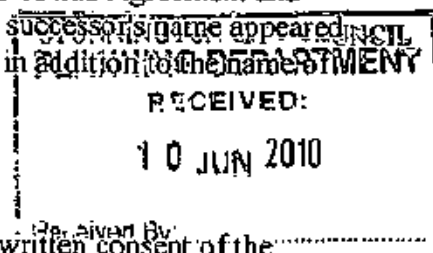
The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

#### 5 SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

5.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.



#### 6 COVENANTS OF THE OWNER

6.1 The Owner covenants and agrees that except with the prior written consent of the Responsible Authority:

6.1.1 the Owner must not permit or allow the Land or any part thereof to be used for any purpose other than for the provision of Student Accommodation;

6.1.2 the Owner must ensure that any person occupying a room or part of the Land vacates the Land within 3 months of that person's completion of full-time studies at a tertiary or secondary level educational institution;

6.1.3 the Owner must ensure that the provision of Student Accommodation on the Land is managed by a single management entity and the Land or any part of it is not leased or otherwise managed other than under the control of that management entity;

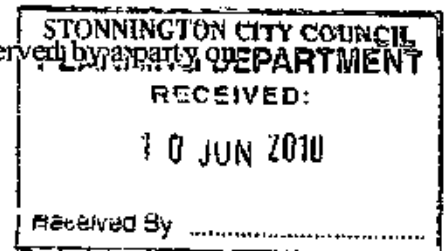
- 6.1.4 in leasing any part of the Land, the Owner must require that any leaseholder and management entity acknowledges and gives effect to the specific obligations contained in clause 6 of this Agreement;
- 6.1.5 a copy of this Agreement must be annexed to any lease agreement relating to the Land
- 6.2 The Owner consents to the Responsible Authority making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.
- 6.3 The Owner covenants and agrees that the requirements contained in this Agreement shall form part of any lease of Land which the Owner may enter into with another party.
- 6.4 The Owner shall pay the Owner's costs of and is responsible for the preparation of this Agreement.
- 6.5 The Owner will pay the Responsible Authority's reasonable legal costs for the review and registration of this agreement.

## 7 NOTICES

- 7.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
- 7.1.1 by delivering it personally to that party;
- 7.1.2 by sending it by prepaid post; or
- 7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;
- 7.2 and notice or other communication is deemed served:
- 7.2.1 if delivered, on the next following day;
- 7.2.2 if posted, on the expiration of two business days after the date of posting; or
- 7.2.3 if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9:00 am on the business day following transmission

## 8 FURTHER ASSURANCE

Each of the parties to the Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.



## 9 OWNER'S ACKNOWLEDGEMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretion which the Responsible Authority has or may have under the Scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

## 10 NO WAIVER

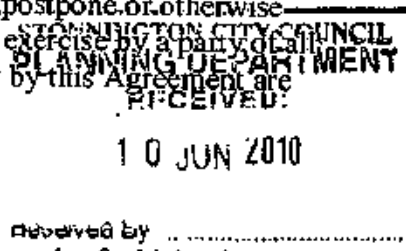
Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

## 11 SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph, or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

## 12 MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby negated and excluded from this Agreement.



## 13 COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

## 14 GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

## 15 MISCELLANEOUS

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**AH338416A**

02/07/2010 10:52 173



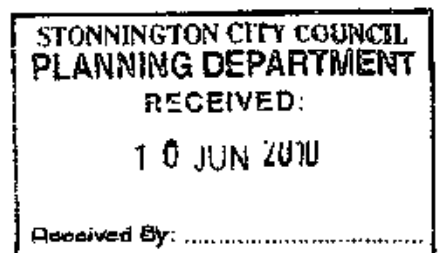


## 16 MORTGAGES, LIENS, CHARGES, ENCUMBRANCES etc

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement

**AH338416A**

02/07/2010 \$105.20 173





**EXECUTED AS A DEED**

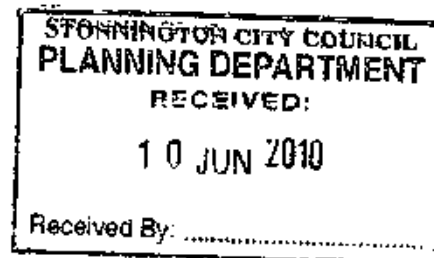
**SIGNED SEALED AND DELIVERED** by Eric }  
 Braslis on behalf of the **CITY OF** }  
**STONNINGTON** pursuant to the power }  
 delegated to him by an Instrument of Delegation }  
 dated 24 May 2010 in the presence of: }

WITNESS

Rachael Apperley  
 PRINT NAME

17/80 Grey St, St Kilda VIC 3182  
 USUAL ADDRESS

**EXECUTED by B CENTRAL** }  
**DEVELOPMENT GROUP PTY LTD (ACN** }  
**125 188 927)** in accordance with s127 of the }  
*Corporations Act 2001 (Cth)* by being signed by }  
 its sole director and secretary:



DIRECTOR/SECRETARY

Tal Goldman  
 PRINT NAME

6/54 Garden St St Kilda  
 USUAL ADDRESS

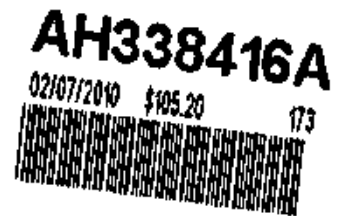
**MORTGAGEE'S CONSENT**

Westpac Banking Corporation as Mortgagee of registered mortgage No AF715062B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**SIGNED, SEALED and DELIVERED by** .....  
**Leonides Bautista** ..... who holds the position of Tier  
 Three Attorney for Westpac Banking Corporation under po-  
 of attorney dated 17 January 2001, a certified copy of wh-  
 is filed in the Permanent Order Book, No. 277, Page 16.

Signature  
 By executing this agreement the attorney states that the  
 attorney has received no notice of the revocation of the power  
 of attorney.

## SCHEDULE



### Item 1: The Owner

B CENTRAL DEVELOPMENT GROUP PTY LTD (ACN 125 188 927) of Level 2,  
Suite 2, 230 Balaclava Road, Caulfield, Victoria 3162.

### Item 2: The Land

The premises at 60 Garden Street, South Yarra, and for the time-being described in  
Certificate of Title Volume 6485 Folio 801.

### Item 3: The Permit

Planning Permit number 0121/07, issued 29 October 2007

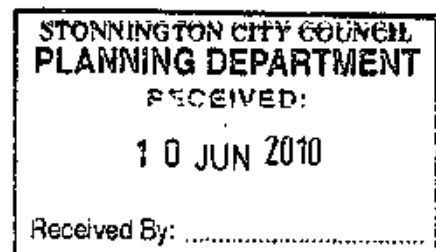
A copy of the Permit is available for inspection at the Responsible Authority's offices  
during normal business hours upon giving the Responsible Authority reasonable  
notice.

### Item 4: Permitted use or development

Development of a five storey building for accommodation (student housing) and an  
associate reduction of the car parking requirement in accordance with the Endorsed  
Plan.

### Item 5: Commencement Date

Unless otherwise provided in this Agreement, this Agreement commences the date of  
this Agreement.



# 3rd Rates Instalment Notice 2019/2020

1 July 2019 to 30 June 2020

Rates and Charges for the 12 month period

stonnington.vic.gov.au/rates T 8290 1333

RATE NUMBER

675867



SHAUSC

M Phung  
C/- Student Housing Australia Pty Ltd - Caulfield Office  
Level 1, 943 Dandenong Road  
MALVERN EAST VIC 3145

PAYABLE BY

28 February 2020

TOTAL AMOUNT PAYABLE

\$124.00

Site Value	Capital Improved Value	Net Annual Value
\$85,000	\$120,000	\$6,000

Property:  
101/60 Garden Street  
SOUTH YARRA VIC 3141

Valuation Effective Level Date: 01/01/19 First used: 01/07/19  
The City of Stonnington uses the Capital Improved Value as a basis for levying rates.

Property No. 67586 Date of Notice/Service 13 December 2019

DETAILS OF RATES AND CHARGES All arrears shown are due immediately and will accrue interest until paid in full.

Arrears

Nil

Approved Owner

3rd Rates Instalment  
Due 28 February 2020

\$124.00

Note: Payments after 6th December 2019 are not included.

Total Due: \$124.00  
(No GST applicable)

HOW TO PAY (see additional information on reverse)

**POST billpay** Billpay Code: 3075  
Ref: 6758 676  
By Phone 13 18 16  
In Person at any Post Office  
Via Internet www.stonnington.vic.gov.au



**Biller Code: 20198**  
**Ref: 6758676**  
BPAY: This payment is internet or phone banking.  
BPAY View: View and pay bills using internet banking.  
BPAY View Registration No: 6758676  
**BILLER CODE: 20198**  
**REF #: 6758676**  
INTERNET www.stonnington.vic.gov.au  
PHONE Call 1300 276 468



INTEREST CHARGED ON LATE PAYMENTS  
(See Item No. 1 on the back of notices for further details).  
All late payments will be charged interest at a rate of 10% PA from due date.

Date Rates and Charges Levied

1 July 2019

Amount	BANK TELLER STAMP
	Date 7109

**POST billpay** Total Amount



\*3075 6758676

Rate No: 675867



City of STONNINGTON

**Commonwealth Bank**

Commonwealth Bank of Australia  
ABN 48 123 123 124

## 3rd Rates Instalment Notice 2019/2020

Property:  
101/60 Garden Street  
SOUTH YARRA VIC 3141  
Instalment Amount Payable: \$124.00 by 28 February 2020

Please fill in the following particulars of cheques. Proceeds of cheques, when credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.

No. of Cheques	Drawer	Bank	Branch	Cheques
----------------	--------	------	--------	---------

For CREDIT of  
Trancode  
831

CITY OF STONNINGTON  
User Code  
066920

Customer Reference Number

000000006758676



<0000012400> <066920> <000000006758676> >

**PLEASE NOTE:  
IT IS IMPORTANT THAT  
YOU READ THE FOLLOWING  
INFORMATION.**

Rates are a charge on the property.

**1. Penalties for failing to pay**

If you fail or are unable to meet the date for payment, the following interest charges will apply:

(i) In the case of those persons paying by lump sum, interest will be charged on all current amounts unpaid after the 15 February 2020, calculated from the due date (see front for date) until the date of payment.

(ii) In the case of those persons who choose to pay by instalments, interest will be charged on the instalment amount calculated from the due date of the instalment.

(iii) Interest continues to be charged on all arrears until paid in full.

(iv) Penalty interest rate in accordance with Local Government Act 1989 is shown on front of notice.

**THE SERVICE OF THIS  
NOTICE DOES NOT PREJUDICE  
THE COUNCIL'S RIGHT TO  
ISSUE LEGAL PROCEEDINGS  
TO RECOVER ANY AMOUNT  
UNPAID AFTER THE DUE DATE  
OR IN ARREARS.**

**2. Payment allocation**

All payments will be credited in the following order:

1. Legal Costs, 2. Interest, 3. Arrears,
4. Fire Services Property Levy, 5. Current Levy.

**3. Objection /Appeal against  
valuation (Supplementary Rate  
and Valuation Notices ONLY)**

The property described in this notice, owned or occupied by you, has been valued at the date shown on the front of this notice, along with the level of value effective date. The Valuation of Land Act 1980 (as amended) provides that where a valuation has been given by a Council any person who desires to object against the valuation must lodge an objection with the Council within two months of the date of notice. An objector dissatisfied with the determination of the Council or that has not been contacted by Council within four months after lodging an objection may apply to Victorian Civil and Administrative Tribunal for review of the decision or, in special cases, appeal to the Supreme Court.

If an amendment is made to the valuation any changes will be reflected in a newly issued notice by means of a supplementary valuation. **Regardless of any objection having been made, the rates as assessed, must be paid by the due date, otherwise interest may be charged. Any overpayment that may occur as a result of a valuation that is later reduced because of a successful objection may be refunded.** Please note that in accordance with the Valuation of Land Act 1980, other authorities may use one and/or another of the basis of the value shown herein for levying a rate or tax. If you have transferred obligation of payment for this account (as detailed on the front of this notice) please issue a copy of this notice to the transferee or contact Council.

**4. Land Tax**

The values described elsewhere in this Notice were assessed at 1 January 2019. The valuation was used for the first time on 1 July 2019. The State Revenue office uses the site value to assess land tax under the Land Tax Act 2005. The 2019 General Valuation, which appears on Council Rate notices in 2019/20 will be used for land tax in 2020. Taxpayers are able to appeal their land valuations either on receipt of their Local Government rate notices or receipt of their land tax assessment. All objections to the site value must be lodged in accordance with, and within the time limits prescribed, by the Valuation of Land Act 1980. Further information on the use of valuations for land tax can be found on the State Revenue Office website (sro.vic.gov.au).

**5. Fire Services Property Levy (FSPL)**

Council has been appointed as the agency to collect the Fire Services Property Levy on all land within the City of Stonnington, unless specifically exempted, to fund the Metropolitan Fire and Emergency Services Board.

If the leviable land is rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 27 of the Fire Services Property Levy Act 2012. If the leviable land is classified residential for land use classification purposes but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the Fire Services Property Levy Act 2012.

**6. Financial hardship**

If you think you may have difficulty paying your rates, please contact Council's Service Centre as soon as possible on 8290 1333 to discuss a more suitable payment arrangement.

**7. Change of ownership or address details**

Council must be notified in writing by the owner, of changes of address for the forwarding of rates notices or change of occupancy for rates payment. When ownership of a property changes, liability for payment of rates remains with the owner recorded with the Council until a 'Notice of Acquisition' is received from the transferee or solicitor. Failure to submit a notice within 1 month carries a penalty of Ten Penalty Units. **Council must be notified of any incorrect details regarding the information shown on the front of this notice.**

**8. Pensioner Rebate**

A pensioner rebate may be granted subject to appropriate approval for your sole or principal place of residence only. Please make an application at the Council's Service Centres with evidence of eligibility.

**9. Enquiries**

**City of Stonnington**

T 8290 1333

Mail  
City of Stonnington  
PO Box 56 Malvern, Victoria 3144

**Service Centres**

- Stonnington City Centre  
311 Glenferrie Road, Malvern
  - Prahran Town Hall  
Corner Chapel and Groville Streets, Prahran
  - Depot  
293 Tooronga Road, Malvern
- Open  
Monday to Friday, 8.30am to 5pm

**Email and Website**

council@stonnington.vic.gov.au  
stonnington.vic.gov.au

ONLINE	TELEPHONE	IN PERSON	MAIL	
<p>&gt; Pay online with eServices using credit card at <a href="http://stonnington.vic.gov.au">stonnington.vic.gov.au</a></p> <p> <b>bpoint</b></p> <p>&gt; Pay online with BPOINT from your credit card at <a href="http://stonnington.vic.gov.au">stonnington.vic.gov.au</a></p> <p> <b>Post Billpay</b></p> <p>&gt; Pay online with your credit card at <a href="http://postbillpay.com.au">postbillpay.com.au</a></p> <p>&gt; Council accepts Mastercard, Diners Club, Visa or American Express cards</p>	<p> <b>bpoint</b></p> <p>&gt; Please call 1300 BPOINT (1300 276 468) to make payments using your credit card. (Visa, American Express, Diners Club and Mastercard are acceptable)</p> <p>&gt; The phone payment line is a 24 hour service. Calls are charged at the cost of a local call (nobles extra)</p> <p>&gt; International payments + 61 2 9423 5551</p> <p><b>CENTREPAY</b></p> <p> <b>centrepay</b></p> <p>&gt; Use Centrepay to arrange regular deductions from your Centrelink payment. For an application form contact Council's Service Centre on 8290 1333</p>	<p><b>BPAY</b></p> <p> <b>BPAY</b></p> <p>&gt; Telephone and Internet Banking - BPAY®</p> <p>Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account. You will be required to enter the biller code and BPAY reference number as detailed on the front of your notice. More info: <a href="http://bpay.com.au">bpay.com.au</a></p> <p><small>® Registered to BPAY Pty Ltd / 615 69 412 137 588</small></p> <p><b>AUSTRALIA POST</b></p> <p>&gt; Please call Postbillpay 13 18 16</p> <p>&gt; Make payments using Visa, American Express, Diners Club, and Mastercard</p>	<p><b>COUNCIL OFFICES</b></p> <p>&gt; Stonnington City Centre 311 Glenferrie Road, Malvern</p> <p>&gt; Prahran Town Hall Cnr Chapel and Groville Streets, Prahran</p> <p>&gt; Payments may be made by cash, cheque, EFTPOS, Mastercard, Visa, Diners, Amex</p> <p>&gt; Depot 293 Tooronga Road, Malvern (Cards only)</p> <p><b>COMMONWEALTH BANK</b></p> <p>&gt; Please present notice intact at any Commonwealth Bank branch</p> <p>&gt; Payments may be made by cash, cheque, money order only</p> <p><b>POST OFFICE</b></p> <p>&gt; Please present notice intact at any Australia Post Office</p> <p>&gt; Payments may be made by cash, cheque, EFTPOS, Mastercard, Visa and Diners Club</p>	<p>&gt; Make cheques payable to Stonnington City Council and crossed 'Not Negotiable'. Do not post date cheques as Council's banker may not accept it and an additional fee may apply</p> <p>&gt; Mail payments with Payment slip to: City of Stonnington PO Box 4684 Melbourne Vic 3001 (for letters or changes of address)</p> <p>&gt; Receipts will NOT be issued for mailed payments</p> <p>&gt; Note: Postal delays will not be acceptable as an excuse for late payment</p> <p>&gt; Do not mail cash</p> <p>&gt; Do not pin or staple to notice when returning payment</p>



MacY Phung  
4 Silvergum Cl  
STIRLING WA 6021

**Payments (Visa/MasterCard) & account balances:**  
southeastwater.com.au or call 1300 659 658

**Account enquiries:**  
southeastwater.com.au/enquiries or call 131 851  
Mon-Fri 8am to 6pm

**Faults and emergencies (24/7):**  
live.southeastwater.com.au or call 132 812

**Interpreter service:**  
For all languages 9209 0130  
TTY users 133 677 (ask for 131 851)

**Bill note:**

The total due will be debited from your nominated account.  
Thanks for using direct debit.

**Account number:** 23987746  
**Direct debit date:** 27 July 2020

Last bill	Payments received	Balance	Current charges	Total due
\$146.35	– \$146.35cr =	\$0.00	+ \$223.65	\$223.65

## Your account breakdown

Issue date	8 July 2020
Property	UNIT 101 60 GARDEN STREET SOUTH YARRA VIC 3141
Property reference	11B//04092/00078
Last bill	\$146.35
Payment received	\$146.35cr
Balance brought forward	\$0.00
Our charges (no GST)	\$118.55
Other authorities' charges (no GST)	\$105.10
<b>Total due</b>	<b>\$223.65</b>

## Your snapshot

Average daily cost

**\$1.30**

## Important note:

We're keeping our bills stable in 2020-21. Full details on prices and charges at [southeastwater.com.au/residentialprices](https://southeastwater.com.au/residentialprices)

This bill may seem more as it includes the annual **parks charge**. The state government uses it for the upkeep of parks, gardens, zoos and the Shrine.

## Payment options



**Direct debit**

Set up payments at [mysoutheastwater.com.au](https://mysoutheastwater.com.au)



**BPAY® (Up to \$20,000)**

Bill code: 24208 Ref: 100239877400001



**Credit card**

Pay by Visa or MasterCard at [southeastwater.com.au](https://southeastwater.com.au) or call 1300 659 658



**EFT (Electronic Funds Transfer)**

BSB: 033-874 Account number: 23987746  
Account name: South East Water Corporation



**Postbillpay**

Billpay Code: 0361 Ref: 100239877400001  
Call 131 816 Visit: [postbillpay.com.au](https://postbillpay.com.au)  
Or visit an Australia Post store.



**Centrelink**

Arrange regular deductions from your Centrelink payments  
visit [humanservices.gov.au/centrelink](https://humanservices.gov.au/centrelink) CRN:555 050 397J

**Total due:**

**Account number:**

**Date paid:**

**Receipt number:**

**\$223.65**

**23987746**

Property ref: 11B//04092/00078  
UNIT 101 60 GARDEN STREET  
SOUTH YARRA VIC 3141



\*361100239877400001

PN11B

+00000023987746>

+009124+

<0000000000>

<0000022365>

+444+

## Our charges

<b>Service charges</b>		For period 01/07/20 to 30/09/20
Water service charge		<b>\$25.53</b>
Sewerage service charge		<b>\$93.02</b>
<b>Total service charges</b>		<b>\$118.55</b>
<b>Our charges</b>		<b>\$118.55</b>
<b>Other authorities' charges</b>		
Net annual value capped at 1990 levels	Rate in \$	Minimum charge
Parks	\$2,497.00	.004710
Waterways & Drainage charge		
01/07/20 to 30/09/20		
<b>Total other authorities' charges</b>		<b>\$105.10</b>
<b>Total current charges</b>		<b>\$223.65</b>

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see [southeastwater.com.au/residentialprices](https://southeastwater.com.au/residentialprices)

### Other authorities' charges

#### Waterways & drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/07/20 to 30/09/20**.

#### Annual parks charge

We collect the annual parks charge for the state government, and it's used for the upkeep of community places like Melbourne's parks, zoos, Royal Botanic Gardens and the Shrine of Remembrance. Its for the period **01/07/20 to 30/06/21**. For more information see [parks.vic.gov.au](https://parks.vic.gov.au)

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](https://southeastwater.com.au/paymentsupport)

## Never miss a bill

Switch to eBilling today at  
[southeastwater.com.au/paperless](https://southeastwater.com.au/paperless)



### South East Water Corporation

ABN 89 066 902 547  
101 Wells Street Frankston VIC 3199  
PO Box 2268 Seaford VIC 3198 Australia

## OWNERS CORPORATION CERTIFICATE

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

Vendor: Ms Phung

This certificate is issued for Lot 101 on Plan Number 618675W the postal address of which is:

Central SY 60 Garden Street SOUTH YARRA 3141 VIC

The current fees for Lot 101 are:

Administration Fund - \$603.38 per quarter  
Maintenance Plan - \$84.10 per quarter

The current fees have been levied up until the:

31/10/2020

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

\$0.00

*\*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:

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
nil	nil	nil	nil

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	Strata Community Insurance Pty Ltd
Policy Type	Strata
Policy Number	VRSC15004248
Notes	
Refer to Policy	Refer to attached Policy for details

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

refer to the attached Financial Statements
--

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:

Building Notice - Cladding; Building Order – Fire compliance items. Please refer to the attached documents.
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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) 618675W 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: 28th, July 2020

Full name: Denise Ip On Behalf of Owners Corporation Plan of Subdivision (VIC) 618675W

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

**IMPORTANT: The certificate is issued on the following basis:**

- The information is subject to change without notice and the information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- From the date of this certificate you (the owner or owner's representative) have **60 days** in which to obtain an update and **an update can only be requested in writing** (updated information is not provided over the phone).

A new certificate should be applied for **at the end of the 30 days if required (charges apply)** and also it is recommended that a new certificate be applied for prior to settlement (charges apply).

## **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 618675W  
Central SY 60 Garden Street SOUTH YARRA 3141 VIC  
Lot Number: 101

### 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.**

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## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	VRSC15004248
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	Owners Corporation Plan No. PS 618675
SITUATION	60 Garden Street South Yarra VIC 3141
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 15/07/20 Expiry Date: 4.00pm on 15/07/21
INTERMEDIARY	Fitzpatrick & Company Insurance Brokers Pty Ltd
ADDRESS	631-633 Waverley Road Glen Waverley VIC 3150
DATE OF ISSUE	29 June, 2020

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building Common Area Contents	\$4,020,811 \$40,208
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$603,122
	OPTIONAL COVERS	1. Flood	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$500,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



as at 28/07/2020

NOT Registered for GST

(\$)

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

(5,970.05)

## 825 - Cash At Bank

825.10 - Cheque Account

825.10.1 - Administrative Fund

1,120.15

### 825.10.2 - Maintenance Fund

5,620.59

825.20 - Investments

825.20.1 - Investment #1

33,413.43

## 825 - Cash At Bank - Total

40,154.17

**Total Assets**

---

34,184.12

**Represented by:**

**610 - Administrative Fund as at 01/08/2019**

15,918.03

**Deficit - Administration Fund**

(19,923.67)

**Administration Fund Reserve**

---

(4,005.64)

**650 - Maintenance Plan as at 01/08/2019**

30,148.27

### Surplus - Maintenance Plan

8,041.49

### Maintenance Plan Reserve

38,189.76

**Total Equity**

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34,184.12



## Minutes of Annual General Meeting

OWNERS CORPORATION PLAN No. 618675W  
Central SY – 60 Garden St, South Yarra VIC 3141

DATE MEETING HELD	14 October 2019		
LOCATION	Strataco Office, Level 1 575 Elizabeth St, Melbourne, VIC 3000 at 4:00pm		
TIME	The meeting commenced at 4:00pm		
MEMBERS PRESENT:	Lot 102 Unit 102	Rodney L Turner	
	Lot 104 Unit 104	Sustain Able 8 Pty Ltd	
	Lot 204 Unit 204	M Ribicic Pty Ltd	
	Lot 304 Unit 304	Audrey Frances Williamson	
	Lot 404 Unit 404	Monica Pisani	
PRESENT BY PROXY:	Lot 303	Ryan James Lewis	In favour of Tony Overell
APOLOGIES:	No apologies were received		
QUORUM:	As 6 of the 24 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 04/12/2018 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.  
It was noted that Mirela from Lot 204 offered to provide a risk assessment for the property at no cost to the OC. The owners present thanked Mirela for the offer.  
  
**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, carparks 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 14/10/2016.

***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:

Not to appoint an auditor at this time.

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 31/07/2019, as attached to the meeting Notice, be adopted.

Resolution: It was resolved that all future costs including maintenance and repairs related to the car stackers will be paid by the four lot owners (Lot 102, 205, 301 & 302) who own the car stackers.

**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 01/08/2019 will be \$57,400.00 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 01/08/2019 will be \$8,000.00 plus GST.
- c) That the **Administration Fund and Maintenance Fund** contributions be paid in advance in quarterly instalments due on the following dates:

01/08/19      01/11/19      01/02/20      01/05/20

- 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 completed in 2015.
- 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 not Resolved:
- That the Owners Corporation engage a suitably qualified contractor to undertake a Common Area Occupational Health & Safety (OH&S) Audit.
- It was noted that a number of the OH&S items would also be covered within the insurance risk assessment.
- 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 ("VCAIT") 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 102	<b>Rodney L Turner</b>
Lot 104	<b>Jennifer Brand</b>
Lot 304	<b>Audrey Frances Williamson</b>
Lot 404	<b>Monica Pisani</b>

- b) that Monica Pasani 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:**

It was Resolved:

1. StrataCo will request the Caretaker to conduct an audit on all light fitting in common property to confirm if they are LED lights. If not, StrataCo will obtain a quote on replacing the lights to LED lights for the Committee to review.

19. **NEXT MEETING:** It was Resolved:
- That the next Annual General Meeting be held in October 2020.
20. **CLOSE:** With no further business the meeting was declared closed at **5:43 pm**



## Approved Budget to apply from 01/08/2019

OCPS 618675W (G60)

Central SY, 60 Garden Street, SOUTH YARRA VIC  
3141

<b>Administrative Fund</b>			
	<b>Approved budget</b>	<b>Actual</b>	<b>Previous budget</b>
<b>01/08/2018-31/07/2019</b>			
<b>Revenue</b>			
Insurance Claims	0.00	3,793.60	0.00
Laundry Receipts--Admin	800.00	1,200.90	600.00
Levies Due--Admin	57,400.00	59,000.02	59,000.00
<b>Total revenue</b>	<b>58,200.00</b>	<b>63,994.52</b>	<b>59,600.00</b>
<b>Less expenses</b>			
Admin--Admin Charges	500.00	241.00	500.00
Admin--Bank Charges--Account Fees	0.00	19.15	70.00
Admin--Compliance to Section 173	1,980.00	1,980.00	1,980.00
Admin--Disbursements	1,080.00	590.00	590.00
Admin--Fin Year Accounts Audit	0.00	770.00	0.00
Admin--Management Fees	7,076.00	2,015.00	7,076.00
Insurance--Premiums	7,024.00	6,385.00	5,370.00
Insurance--Repairs (Claims)	0.00	2,794.90	0.00
Maint Bldg--Car Stacker Contract	0.00	0.00	1,200.00
Maint Bldg--Caretaker--Contract	9,400.00	9,209.00	9,800.00
Maint Bldg--Cleaning--Windows/Glass	0.00	0.00	1,400.00
Maint Bldg--Electrical	0.00	1,435.50	0.00
Maint Bldg--Essential Safety Audit Report	500.00	605.00	520.00
Maint Bldg--Fire Alarm Monitoring	1,800.00	1,794.94	1,800.00
Maint Bldg--Fire Services Maintenance Contract	1,800.00	1,713.80	2,500.00
Maint Bldg--Fire Services Maintenance Repairs	1,500.00	1,897.50	0.00
Maint Bldg--General Repairs & Maintenance	3,500.00	2,997.38	3,500.00
Maint Bldg--Gutter Cleaning	500.00	974.05	0.00
Maint Bldg--Lift--Maintenance Contract	6,300.00	6,101.46	6,000.00
Maint Bldg--Plumbing	0.00	460.00	0.00
Maint Bldg--Plumbing--Back Flow Testing	200.00	0.00	330.00
Maint Bldg--Plumbing--HWS Repairs & Maintenance	0.00	165.00	1,000.00
Maint Bldg--Plumbing--HWS--Contract	600.00	556.29	0.00
Maint Bldg--Cleaning-Carpet/Furniture	420.00	410.00	420.00
Maint Grounds--Lawns & Gardening--Contract	0.00	52.00	0.00
Tax--Tax Payment to ATO	300.00	215.33	300.00
Tax--Tax Preparation & Lodgement	400.00	393.50	400.00
Utility--Electricity	3,200.00	3,024.60	4,000.00
Utility--Gas	6,000.00	5,277.68	6,000.00
Utility--Telephone Charges	1,500.00	1,448.48	1,500.00
Utility--Water & Sewerage	1,800.00	1,718.05	1,700.00
<b>Total expenses</b>	<b>57,380.00</b>	<b>55,244.61</b>	<b>57,956.00</b>



**Administrative Fund**

	<b>Approved budget</b>	<b>Actual</b> 01/08/2018-31/07/2019	<b>Previous budget</b>
<b>Surplus/Deficit</b>	820.00	8,749.91	1,644.00
Opening balance	15,918.03	7,168.12	7,168.12
<b>Closing balance</b>	<b>\$16,738.03</b>	<b>\$15,918.03</b>	<b>\$8,812.12</b>
Total units of entitlement	547		547
Levy contribution per unit entitlement	\$104.94		\$107.86

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

01/08/2018-31/07/2019

**Actual****Previous  
budget****Revenue**

Interest on Investments--Maintenance

0.00

151.95

0.00

Levies Due--Maintenance

8,000.00

7,999.96

8,000.00

*Total revenue*

8,000.00

8,151.91

8,000.00

**Less expenses**

Maint Bldg--Painting

5,000.00

0.00

5,000.00

Maint Bldg--Plumbing &amp; Drainage

0.00

1,875.25

0.00

*Total expenses*

5,000.00

1,875.25

5,000.00

**Surplus/Deficit**

3,000.00

6,276.66

3,000.00

Opening balance

30,148.27

23,871.61

23,871.61

**Closing balance**

\$33,148.27

\$30,148.27

\$26,871.61

Total units of entitlement

547

547

Levy contribution per unit entitlement

\$14.63

\$14.63

# **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: 618675W**

**Address: 60 Garden Street, South Yarra 3141**

<b>Contractor</b>	<b>Service</b>	<b>Term</b>
Melbourne Fire & Maintenance	Testing & Maintenance Fire alarm	Annual
	Testing level 1&2 fire ext/Hose reel/Hydrants	
	Testing E & E lighting	
Kone Elevators	Lift Maintenance	Annual
	Mechanical Ventilation	Annual
Lumo Energy	Gas supply (common)	Monthly
Lumo Energy	Electricity supply (common)	Monthly
Caretaker Italo	Caretaking/Cleaning common areas	Monthly
South East Water	Water Supply Common	Quarterly
AESG	Essential serv Qtrly Inspect & Annual Certification	Annual
	Waste management	Monthly
Telstra	Phone	
Launder Lease Coin-op	Maintain laundry equipment	Annual
StrataCo Pty Ltd	Owners Corporation Management	Annual

# BUILDING NOTICE

IS SERVED UNDER SECTION 106 OF THE BUILDING ACT 1993  
REGULATION 180  
FORM 11

TO: THE OWNER

Student Housing Australia  
C/- StrataCo Pty Ltd  
Level 1, 575 Elizabeth Street  
MELBOURNE VIC 3000

Attention: Denise Ip

AND:

Each and every other owner of a lot or lots forming parts of the land and building located at 60 Garden Street, South Yarra.

FROM:

I am a Delegate of the Municipal Building Surveyor of Stonnington City Council.

I am authorised to cause a building notice to be served on you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

## LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

60 Garden Street SOUTH YARRA VIC 3141

*Hereinafter, known as the "Building"*

## INSPECTION DETAILS

The date and time of an inspection of the building carried out by myself as the relevant building surveyor was:

Date of inspection: 30 June 2020

Time of inspection: on or about 09:15am

## REASONS WHY THIS NOTICE WAS SERVED:

In accordance with Section 106 of the **Building Act 1993**, I am of the opinion that the following circumstance exists:



**1. Danger to life, safety or health from building work**

- 1.1. The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property, in that:

The building is provided with combustible material (Aluminium Composite Panels ACP and timber) covering a proportion of the external walls, which compromises the passive fire protection to the building and the means of egress for the occupants and/or the public or any person using the building in the event of a fire.

**SHOW CAUSE PROCESS:**

2. Under Section 108 of the **Building Act 1993**, you are required to show cause within **60 Days** of the date of service of this notice why you should not be required to carry out the work required by the Building Regulations 2018 identified in this notice in relation to the building—

- 2.1 Remove all the combustible cladding (timber and Aluminium Composite Panels ACP) installed on the external walls of the building and replace with cladding compliant with Part C1.9 of the National Construction Code 2019 Amendment 1 – Volume One ('Building Code of Australia Volume 1'), pursuant to regulation 10 of the Building Regulations 2018.

**Important Note: Item 2.1 – It's not a directive to carry out building work, nor does it authorise any person to carry out building work.**

**Specified period for making representations:**

The specified period for making representations to the Municipal Building Surveyor is **19 September 2020**

**Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing to the Municipal Building Surveyor prior to the end of the "show cause" period.

**BUILDING NOTICE SERVED BY:**

Delegate of Municipal Building Surveyor

Andrew Fossett

311 Glenferrie Road, Malvern

Email: [afossett@stonnington.vic.gov.au](mailto:afossett@stonnington.vic.gov.au)

Phone: 8290 1380

Building practitioner registration no. of person/persons: BS-U 41442

Stonnington City Council

Building notice no.: BENF20/0184

Date of making: 21 July 2020

Signature: \_\_\_\_\_



## NOTES:

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### 1. **Representations by Owner and Cancellation of Notice**

Under Section 109 of the Act an owner may make representations to the Municipal Building Surveyor about the matters contained in building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the "show cause" period. The Municipal Building Surveyor may cancel a building notice (Section 110 of the Act) if he considers it appropriate to do so after considering any representations made under section 109

### 2. **Building Order**

Subject to Section 107 of the Act, the Municipal Building Surveyor may make a building order under section 111 after the end of the time allowed for making representations.

### 3. **Appeals to the Building Appeals Board**

Under section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice and, a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the Act and regulation 271 of the Regulations the prescribed appeal period is 30 days from the date of this notice.

### 4. **Subsequent Owners or Occupiers of the Land**

Pursuant to Section 236 of the Act this Building Notice is binding on every subsequent owner or occupier of the land

An owner's corporation on whom a notice or order is served on must not fail to provide a copy of the notice or order to each lot owner affected by the notice or order within a reasonable time of receiving the notice or order.

Penalty: 60 penalty units.

# FILE NOTE

## Of Service of an Building Notice s106

### Property Address

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60 Garden Street SOUTH YARRA VIC 3141

*I, Andrew Fossett*

*of Stonnington City Council, state that on*

*21 July 2020*

*I served an building notice by one or more of the following methods:*

- ☐ Sending the document by prepaid **Registered Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☐ Sending the document by prepaid **Ordinary Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☐ **Delivering the document** to the **owner(s) / director(s)** to the address(es) shown on the above mentioned document and leaving it with the owner(s) / director(s).
- ☐ **Leaving the document** at the owner(s) / director(s) usual or last known place of residence or business with a person apparently not less than 16 years of age and apparently residing or employed at the property address.

The name of the person was:

### Evidence of ownership was gained

---

- ☐ From Council's records which show that the person is liable to be rated in respect of the land.
- ☐ From a company search which identified the registered office and director(s).

**Dated**            **21 July 2020**

Andrew Fossett  
Building Surveyor



## Notes

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If a document is to be served on or given to the owner or occupier of any land and the name of that person is not known the document may be addressed to 'the owner' or 'the occupier'.

If a document is to be served on or given to the owner or occupier of any land, the document may be put up in a conspicuous position on the land if the name and address of the owner are not known and there is no occupier of the land.

If the owner has authorised a person to act on behalf of the owner under this Act or the regulations, any document served on or given to that person under the Building Act or the Building Regulations is deemed to have been served on or given to the owner.

If a document to be served on or given to an owner or occupier of any land is properly served on or given to the owner or occupier of the land the document is binding on every subsequent owner or occupier of the land.

# BUILDING NOTICE EXPLANATION



21 July 2020

Student Housing Australia  
C/- StrataCo Pty Ltd  
Level 1, 575 Elizabeth Street  
MELBOURNE VIC 3000

Dear StrataCo Pty Ltd

**Re: 60 Garden Street SOUTH YARRA VIC 3141  
Building Notice Explanatory Comments**

Included with this letter is a Building Notice issued under Section 106 of the *Building Act 1993*.

## **What is a Building Notice?**

In simple terms a building notice is a "show cause" which lists concerns with your building and requests why certain things should not be done to overcome those concerns.

The intention of a building notice is to commence a dialogue between the parties involved. If there is no response (representation) or the response does not allay the primary concern a building order will most likely be made.

## **Why has a Building Notice been made?**

An inspection has been carried out of your property and I have formed an opinion that action needs to be taken to remedy a deficiency or breach of legislation.

## **What are you required to do?**

It is requested that you make contact with my office in response to the matters specified in the building notice. Initially this may be by verbal discussion, however representations should eventually be provided in writing.

Expert opinion may be needed to deal with items in the building notice and this may require that you consider obtaining the assistance of a consultant such as a private building surveyor.

## **Consideration of Representations**

Stonnington City Centre  
311 Glenferrie Road, Malvern  
Prahran Town Hall  
180 Greville Street, Prahran  
Depot  
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144  
T 8290 1333  
F 9521 2255  
council@stonnington.vic.gov.au  
AUSDOC DX 30108  
**STONNINGTON.VIC.GOV.AU**

## BUILDING NOTICE EXPLANATION

I will consider any representations made. Following discussions/representations the building notice may be cancelled or I may decide to issue a **building order**.

### What is a Building Order?

A building order is a legally binding document providing a set of instructions that must be carried out. Any representations made at building notice stage will be taken into account when making a building order.

Once issued, a building order:

- is a directive to carry out specific building work
- can be appealed within 30 days of being made
- can give rise to court proceedings if not acted upon
- can give rise to Council causing work to be done at the owner's expense

### What If You Do Nothing?

My office has a duty to follow up all notices served. If you do not make any representation to my office within the time stated on the building notice the MBS is likely to serve a building order without your input.

### Appeals

An appeal may be made to the Building Appeals Board against a decision to serve a building notice or a failure or refusal to cancel a building notice on being requested by the owner. Application forms and advice on appeals can be gained from the Building Appeals Board (1300 421 082).

It is, of course, desirable that the issues of the Building Notice are clearly understood and discussed and we encourage you to contact this office if a meeting would be of assistance.

Please call Andrew Fossett on 8290 1380 during office hours if any of the issues of this letter or the attachments require explanation.

Yours sincerely,

Andrew Fossett  
Delegate of Municipal Building Surveyor



# BUILDING ORDER FOR MINOR WORK

UNDER SECTION 113 OF THE BUILDING ACT 1993  
REGULATION 182(3)  
FORM 14

TO: THE OWNER

Student Housing Australia  
C/- StrataCo Pty Ltd  
Level 1, 575 Elizabeth Street  
MELBOURNE VIC 3000

Email: [info@strataco.com.au](mailto:info@strataco.com.au) and [Ocm2@stratco.com.au](mailto:Ocm2@stratco.com.au)

FROM:

I am the Delegate of Municipal Building Surveyor of Stonnington City Council.

I am authorised by Section 113 of the **Building Act 1993** to make this building order.

## LOCATION OF THE BUILDING TO WHICH THIS ORDER APPLIES

60 Garden Street SOUTH YARRA VIC 3141

## ORDER:

I, as the relevant building surveyor, order that:

1. By 5:00pm on 30 July 2020, the owner of the building **MUST** carry out the following building work -
  - a. Provide signage to all fire doors in the common area including the following locations:-
    - 'Common Room' door to corridor.
    - Laundry Door.
    - External door from bin room.
    - Bin Store door from corridor.

Signage to be not less than 50mm high and state:-

"FIRE SAFETY DOOR  
DO NOT HOLD OPEN  
DO NOT OBSTRUCT"

Stonnington City Centre  
311 Glenferrie Road, Malvern

Prahran Town Hall  
180 Greville Street, Prahran

Depot  
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144  
T 8290 1333

F 9521 2255  
[council@stonnington.vic.gov.au](mailto:council@stonnington.vic.gov.au)

AUSDOC DX 30108

**STONNINGTON.VIC.GOV.AU**

- b. Provide door seals to the bottom of all fire doors throughout the building.
- c. Adjust fire door to Laundry to ensure the door fully self-closes.
- d. Provide appropriate fire rated sealing method to steel pipework penetrating the concrete slab in all fire hose reel cupboards. Alternatively, provide a self-closer and core fill the fire door frame to ensure that each fire hose reel cupboard on each level is a fire-rated enclosure.
- e. Provide an appropriate fire rated sealing method to the penetrations through the slab in the 'Services Cupboard' on each level.
- f. Provide 'decals' to the windows located in the fire isolated stairway. The contrasting line (decals) shall not be less than 75mm high and extend the width of the glazing panel located between 900mm and 1000mm from the finished floor level.
- g. Provide evacuation drawings throughout the building on each level in accordance with Australian Standard (AS) 3745. – 2010.

**Note:** Any person who carries out work in accordance with this order is not required to obtain a building permit.

#### **INSPECTION DETAILS:**

The date and time of any inspection of the building carried out by myself as the relevant building surveyor was—

Date of inspection: 30 June 2020

Time of inspection: on or about 9:15am

#### **REASONS WHY THIS ORDER WAS MADE:**

In accordance with Section 113 of the **Building Act 1993**, I am of the opinion that—

**The work required by this order is of a minor nature.**

The building work required by this order comprises rectification of a number of fire safety measures provided within the building.

**The reasons why this building work of a minor nature is required to be carried out is as follows:-**

- 2. The building poses a danger to health life and safety as follows:-
  - a) The building is clad with combustible cladding;
  - b) The building is provided with a single fire stair from the building;
  - c) A number of the fire safety measures provided in the building require rectification to ensure they are fit for purpose and will perform as required in the event of an emergency.



**BUILDING ORDER MADE BY:**

Delegate of Municipal Building Surveyor

Andrew Fossett

311 Glenferrie Road, Malvern

Email: [afossett@stonnington.vic.gov.au](mailto:afossett@stonnington.vic.gov.au)

Telephone: 8290 1380

Stonnington City Council

Building practitioner registration no.: BS-U 41442

Signature: \_\_\_\_\_



Building order no.: BENF20/0158

Date made: 30 June 2020

## NOTES:

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### 1. **Duration of Order | Section 117 of the Act**

A building order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

If there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order pursuant to section 116 of the Act.

### 2. **Subsequent Owners or Occupiers of the Land**

Pursuant to Section 236 of the Act this Order is binding on every subsequent owner or occupier of the land.

An owner's corporation on whom a notice or order is served on must not fail to provide a copy of the notice or order to each lot owner affected by the notice or order within a reasonable time of receiving the notice or order.

*Penalty: 60 penalty units*

### 3. **Completion of Work Required by Order | Section 120 of the Act**

On completion of the work required to be carried out by this Order, the owner must notify the relevant (Municipal) Building Surveyor in writing without delay.

*Penalty: 50 penalty units*

### 4. **Penalty for failure to comply | Section 118(1) of the Act**

A person to whom a building order is directed must comply with that order (penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate).

### 5. **Appeals to the Building Appeals Board | Section 142 of the Act**

An owner of a building or land may appeal to the Building Appeals Board against a decision to serve a building order and, a failure within a reasonable time, or refusal, to cancel a building order. In accordance with Section 146 of the Act and regulation 271 of the Regulations the prescribed appeal period is 30 days from the date of this building order.

### 6. **Work may be carried out by the Municipal Building Surveyor | Section 121 of the Act**

If an owner fails to carry out building work or work as required by an emergency order or building order made by the Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out.

### 7. **Recovery of costs | Section 123 of the Act**

If the Municipal Building Surveyor carries out any work or takes any action, Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council. (S123).

## Notification of Completion of Work required by Building Order for Minor Work

UNDER SECTION 113 OF THE BUILDING ACT 1993

To                    The Municipal Building Surveyor  
                         City of Stonnington  
                         PO Box 58  
                         Malvern VIC 3144

From:            THE OWNER

---

No associations of type Owner are linked to this application

Of:                THE BUILDING LOCATED AT

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60 Garden Street SOUTH YARRA VIC 3141

I hereby notify the Municipal Building Surveyor that the work required to be carried out by the Building Order for Minor Work dated 30 June 2020 has been completed.

**Signature of Owner**

Contact telephone number

**Dated:**

### NOTES:

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Pursuant to Section 120 of the Building Act 1993 the owner of the building must notify in writing the Municipal Building Surveyor upon completion of the works required to be carried out by a building order. Failure to notify the relevant building surveyor can incur a fine of 50 penalty units (\$8060.00).



# FILE NOTE

## Of Service of a Building Order s111

### Property Address

---

60 Garden Street SOUTH YARRA VIC 3141

I, *Andrew Fossett*

of *Stonnington City Council*, state that on

*30 June 2020*

*I served a building order by one or more of the following methods:*

- ☐ Sending the document by prepaid **Registered Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☐ Sending the document by prepaid **Ordinary Post** to the address(es) shown on the above mentioned document (including director(s) if a company).
- ☐ **Delivering the document** to the **owner(s) / director(s)** to the address(es) shown on the above mentioned document and leaving it with the owner(s) / director(s).
- ☐ **Leaving the document** at the owner(s) / director(s) usual or last known place of residence or business with a person apparently not less than 16 years of age and apparently residing or employed at the property address.

The name of the person was:

### Evidence of ownership was gained by

---

- ☐ From Council's records which show that the person is liable to be rated in respect of the land.
- ☐ From a company search which identified the registered office and director(s).

Andrew Fossett

**Building Surveyor**



## Notes

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If a document is to be served on or given to the owner or occupier of any land and the name of that person is not known the document may be addressed to 'the owner' or 'the occupier'.

If a document is to be served on or given to the owner or occupier of any land, the document may be put up in a conspicuous position on the land if the name and address of the owner are not known and there is no occupier of the land.

If the owner has authorised a person to act on behalf of the owner under this Act or the regulations, any document served on or given to that person under the Building Act or the Building Regulations is deemed to have been served on or given to the owner.

If a document to be served on or given to an owner or occupier of any land is properly served on or given to the owner or occupier of the land the document is binding on every subsequent owner or occupier of the land.

**Stonnington City Centre**  
311 Glenferrie Road, Malvern

**Prahran Town Hall**  
180 Greville Street, Prahran

**Depot**  
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144  
**T 8290 1333**

**F 9521 2255**  
[council@stonnington.vic.gov.au](mailto:council@stonnington.vic.gov.au)

AUSD000 BX 90108

**STONNINGTON.VIC.GOV.AU**



**Student  
Housing**  
AUSTRALIA



# RESIDENTIAL TENANCY AGREEMENT

BETWEEN

**Ms Macy Phung**  
AS LANDLORD/S

And

**Miss Meidan Chen**  
AS TENANT/S

FOR

101/60 Garden Street, SOUTH YARRA, VIC 3141

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 **18 November 2019** at Melbourne

BETWEEN (LANDLORD)

**Ms Macy Phung ABN (if any)**  
**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>
<b>575 Elizabeth St,</b>	<b>Level 1, 943 Dandenong Rd,</b>	<b>271 Burwood HWY</b>
<b>MELBOURNE VIC 3000</b>	<b>MALVERN EAST VIC 3145</b>	<b>BURWOOD VIC 3125</b>
<b>Direct 03 9373 6800</b>	<b>Direct 03 9572 8333</b>	<b>Direct 03 9834 2500</b>

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

AND (TENANT)

**Miss Meidan Chen ABN (if any)**  
**101/60 Garden Street, SOUTH YARRA, VIC 3141**

## 1. Premises

The landlord lets the premises known as **101/60 Garden Street, SOUTH YARRA, VIC 3141**  
 Utilities included in the RTA are **Gas**. All other utilities are the tenant's responsibility

## 2. Rent

The rent amount is **\$1,195.00 PER CALENDAR MONTH.**  
 The first rent payment is due is **10/02/2020.**

Pay Period: **Calendar Monthly** from **10/02/2020**  
 (the date of each month when rent is due is always one full month in advance)  
 Place of payment: **Student Housing Australia.**

## 3. Bond

The tenant must pay a bond of **\$1,195.00** to the landlord/agent on or before **10/02/2020.**

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: **Miss Meidan Chen**  
 BOND AMOUNT: **\$1,195.00**

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: **11.5 months** approximately  
 Commencing on the **10/02/2020**  
 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**



**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, **Miss Meidan Chen**  
☒ **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: **317531658@qq.com**,

OR

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

- (b) The LANDLORD, **Ms Macy Phung**  
☒ **Consents** to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

LANDLORD'S 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

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.**

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.
- 26.4. 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 –
- a pro rata letting fee;
  - advertising or marketing expenses;
  - rental data base checks on applicants;
  - 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 –
- if I propose to increase your rent, I will give you at least 60 days' notice; and
  - 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 –
- two copies of a condition report signed by me or by my managing agent; and
  - 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:

- 44.1. 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.
- 44.2. The landlord retains the right to refuse any unsuitable tenancy application.
- 44.3. 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. Tenant cannot grant a licence or part with occupation without consent**

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

**49. 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 Macy Phung

Signed by the tenant :

DocuSigned by:  
Miss Meidan Chen  
39DD365DCC4B533

Miss Meidan Chen

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 31 July 2020 03:03 PM

**Address:** UNIT 101/60 GARDEN STREET SOUTH YARRA 3141 (FLOOR 1)

**Lot and Plan Number:** Lot 101 PS618675

**Standard Parcel Identifier (SPI):** 101\PS618675

**Local Government (Council):** STONNINGTON **Council Property Number:** 67586

**Directory Reference:** Melway 2L K8

**Note:** There are 25 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.

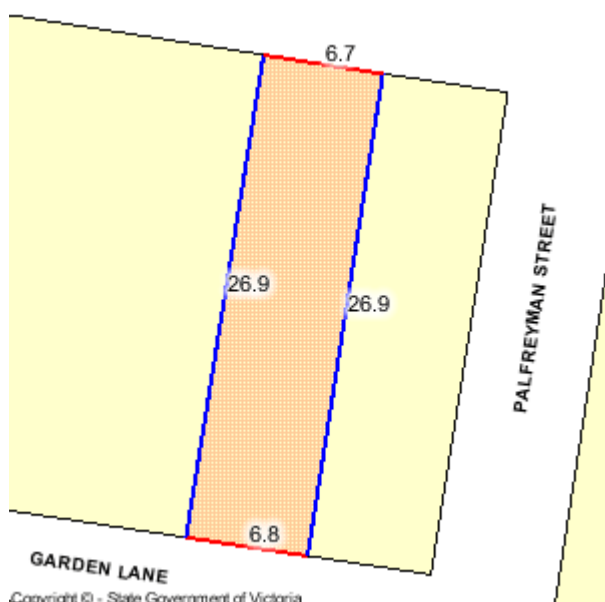
**This property is not in a designated bushfire prone area.**

**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:** 181 sq. m

**Perimeter:** 67 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.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** SOUTHERN METROPOLITAN

**Legislative Assembly:** PRAHRAN

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** South East Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** ACTIVITY CENTRE ZONE (ACZ)  
ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)

**Planning Overlays:** ENVIRONMENTAL AUDIT OVERLAY (EAO)  
SPECIAL BUILDING OVERLAY (SBO)  
SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)

Planning scheme data last updated on 29 July 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 abut 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



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 31 July 2020 03:11 PM

## PROPERTY DETAILS

Address: **101/60 GARDEN STREET SOUTH YARRA 3141**  
Lot and Plan Number: **Lot 101 PS618675**  
Standard Parcel Identifier (SPI): **101\PS618675**  
Local Government Area (Council): **STONNINGTON**  
Council Property Number: **67586**  
Planning Scheme: **Stonnington**  
Directory Reference: **Melway 2L K8**

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

[Planning Scheme - Stonnington](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **CITIPOWER**

[View location in VicPlan](#)

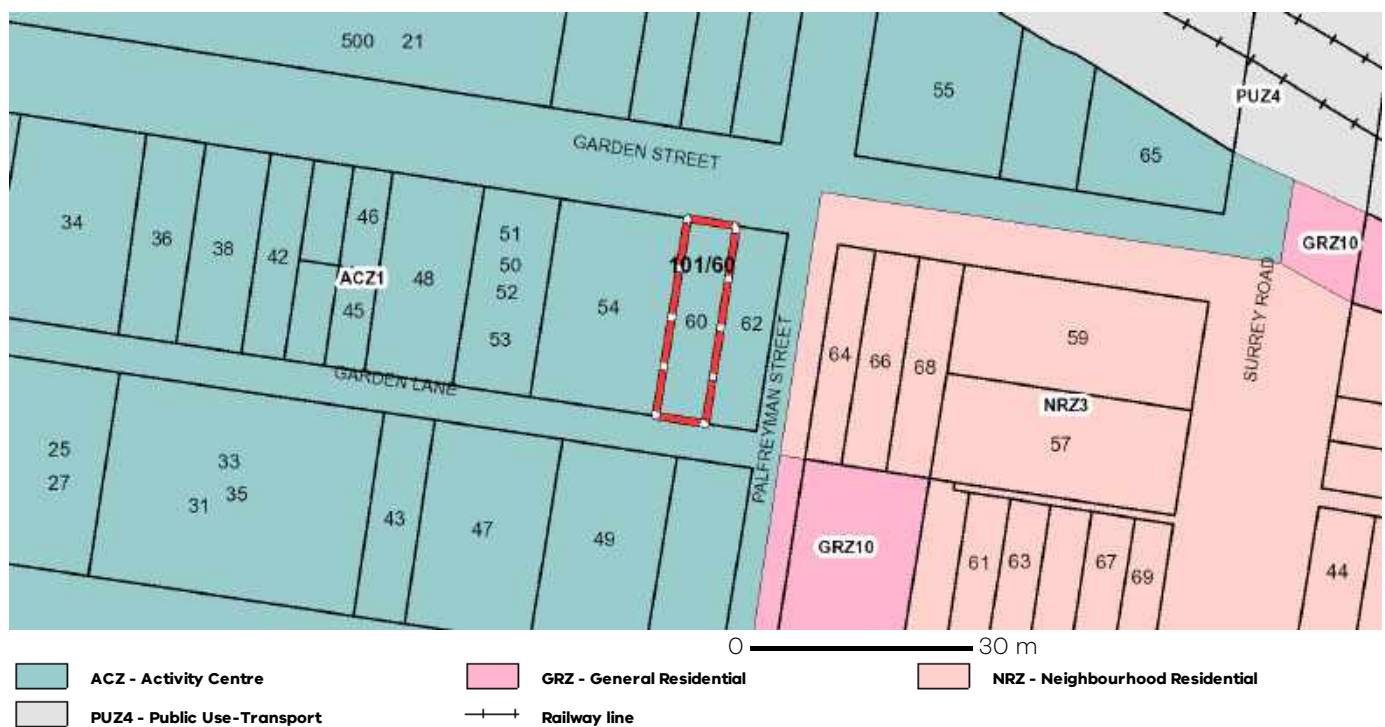
## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **PRAHRAN**

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



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



## Planning Overlays

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



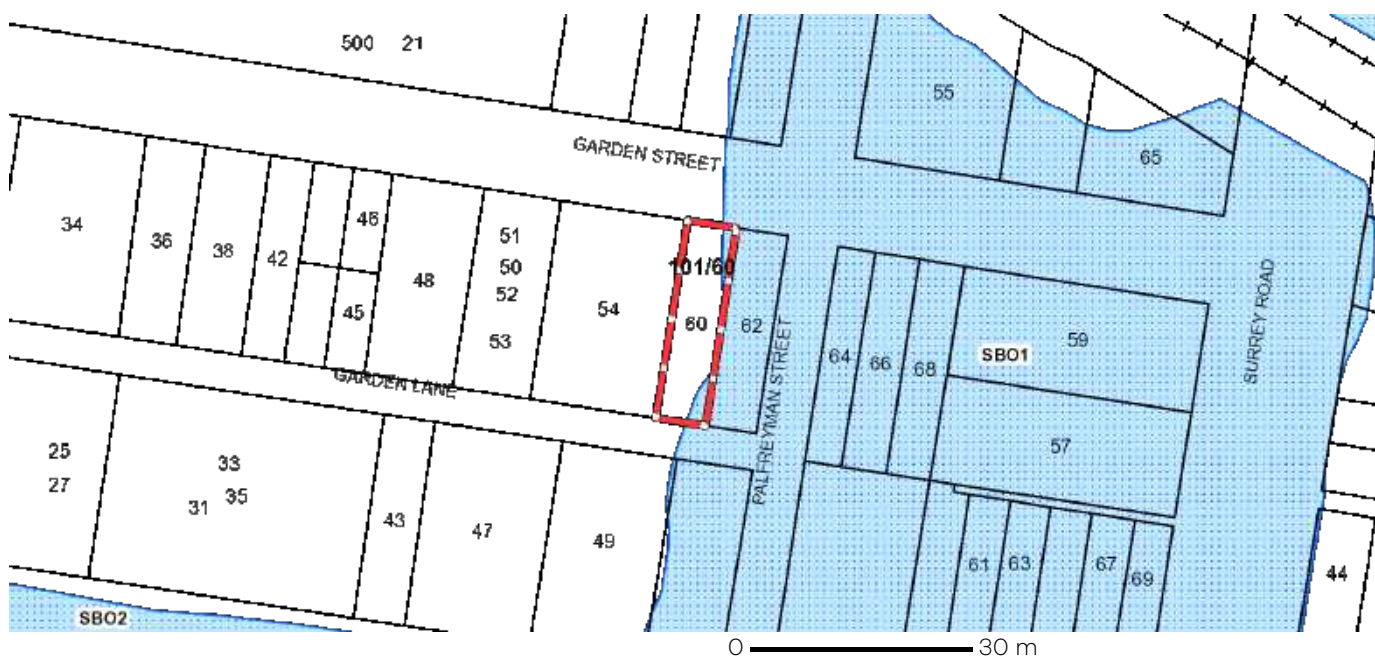
EAO - Environmental Audit

++ Railway line

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

### SPECIAL BUILDING OVERLAY (SBO)

#### SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)



SBO - Special Building

++ Railway line

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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



## Further Planning Information

Planning scheme data last updated on 29 July 2020.

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

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

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

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

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

## Designated Bushfire Prone Areas

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

# **Due diligence checklist**

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

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

(04/10/2016)

- 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.