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Property & Commercial Law

Vendor's Statement to the Purchaser of Real Estate
pursuant to Section 32 of the *Sale of Land Act 1962*
Property: Apartment 15, 42 Porter Street, Prahran

Sustain Able 8 Pty Ltd (ACN 636 136 331)

Vendor

HELD LAWYERS

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Reference: SUST0001-001

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Version: 14/07/2020

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

IMPORTANT NOTICE TO PURCHASERS

1. The Vendor makes this statement in respect of the land in accordance with Section 32 of the Act.
2. 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.
3. The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signs any Contract.
4. The authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorised in writing must be added beneath the Vendor's and/or Purchaser's name(s) or in the signature box. A corporation's ACN or ABN should also be included.

LAND Apartment 15, 42 Porter Street, Prahran VIC 3181

VENDOR Sustain Able 8 Pty Ltd (ACN 636 136 331)
c/- Level 12, 60 Albert Road, South Melbourne VIC 3205

DATE OF THIS STATEMENT: 15 July 2020

Vendor(s) signature: 
SustainAble8pl (Jul 15, 2020 17:20 GMT+10)
(Sole Director – Jennifer Elisabeth Brand)

VENDOR
of

DATE OF THIS STATEMENT: 2020

Vendor(s) signature: _____

PURCHASER
of

DATE OF THIS ACKNOWLEDGMENT: 2020

Purchaser(s) signature: _____

PURCHASER
of

DATE OF THIS ACKNOWLEDGMENT: 2020

Purchaser(s) signature: _____

I. FINANCIAL MATTERS

I.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

(including -

- (i) any Owners Corporation charges; **and**
- (ii) any interest payable on any part of them: **and**
- (iii) any payment or non-payment of any sum in respect of the maintenance fund or the undertaking of any repairs to the Vendor's Lot by the Owners Corporation; **and**
- (iv) the liabilities and contingent liabilities of the Owners Corporation (if any) including any liabilities or contingent liabilities arising from legal proceedings and expenditure or proposed expenditure by the Owners Corporation known to the Vendor which may result in an increased liability to the Purchaser;)

- (a) Their total does not exceed -

\$3,600.00 to 30 June 2021 (subject to Authority reduction/freeze due to Coronavirus).

- (a) Are contained in the attached copy Certificate(s).

- (b) Their amounts are as follows:-

	Authority	Amount	Interest (if any)
1	Stonnington City Council	\$502.12 (2019-2020)	
2	South East Water	\$664.50 (2019-2020)	
3	Commissioner of Land Tax – Land Tax	\$Nil (2020)	
	Commissioner of Land Tax – Vacant Residential Land Tax	\$Nil (2020)	
4	Owners Corporation	\$1,979.20	

- (c) Any amounts (including any proposed Owners Corporation fee and/or levy) for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge (other than any GST payable in accordance with the Contract), which are not included in Items I.1 (a), (b) or (c) above.

NONE to the Vendor's knowledge, save for the usual adjustments at settlement.

The Purchaser will be liable for any Goods and Services Tax on the sale (as set out in the Contract of Sale of Real Estate) and will also be liable for any Owners Corporation Fee and/or Levy, Council and Water Rates, Land Tax, Water Consumption and any similar charges at and as from settlement. An appropriate adjustment will be required at settlement of any Council and Water Rates, Land Tax, Water Consumption, Owners Corporation Fee and/or Levy, and any similar charges.

I.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.

NONE to the Vendor's knowledge, other than as attached or disclosed (if any).

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 two (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.

NONE to the Vendor's knowledge, other than as attached or disclosed by way of Additional Vendor Statement (if any).

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 receipt of rents and profits.

NONE to the Vendor's knowledge, other than as attached or disclosed by way of Additional Vendor Statement (if any).

2. **INSURANCE**

2.1 **Damage and Destruction**

This vendor statement is in respect of a contract which provides for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to either possession or receipt of rents and profits.

The Vendor refers to the relevant general condition of the contract, General Condition 24.1.

2.2 **Owner-Builder**

Where there is a residence on the land that was constructed by an owner-builder within the preceding six (6) years, and Section 137B of the **Building Act** 1993 (Vic.) applies to the residence, either a copy/extract OR particulars of any required policy of insurance under the **Building Act** 1993 (Vic.).

NONE to the Vendor's knowledge, other than as attached or disclosed (if any).

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):-
 - (i) Is in the attached copy of title document(s) and certificates; and

- (ii) Any sewers, drains, gas or water pipes, electrical and telephonic services which may be laid outside registered easements for that purpose; and
 - (iii) Any apparent or implied easements; and
 - (iv) All relevant provisions of the **Subdivision Act 1988** (Vic) (as amended), **Owners Corporations Act 2006** (Vic) (as amended) and the **Owners Corporations Regulations 2007** (as amended); and
 - (v) The liability and entitlement as set out in or endorsed on the Plan of Subdivision creating the Owners Corporation; and
 - (vi) Any Owners Corporation Rules applying in respect of the land in force pursuant to the **Owners Corporations Act 2006** (Vic) (as amended) and the **Owners Corporations Regulations 2007** (as amended); and
 - (vii) Any lease or licence.
- (b) Particulars of any existing failure to comply with any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction (whether registered or unregistered) including any caveat, affecting the land.

3.2 Road Access

There is access to the land by road.

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire-prone area under Section 192A of the **Building Act 1993** (Vic.).

A bushfire-prone area report is attached.

3.4 Planning Scheme

(a)	Name of planning scheme	Stonnington Planning Scheme
(b)	Name of responsible authority	Stonnington City Council
(c)	Zoning of the land	Activity Centre Zone – Schedule 1 (ACZ1)
(d)	Name of planning overlay	None
(e)	Other	None

Attached is a report with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority

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

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any). The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the land unless communicated to the Vendor.

4.2 **Agricultural Chemicals**

Particulars of any 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:

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any). The Vendor has no means of knowing of all decisions of government departments or public authorities affecting the land unless communicated to the Vendor.

4.3 **Compulsory Acquisition**

Particulars of any notices of intention to acquire that have been served under Section 6 of the **Land Acquisition and Compensation Act 1986** (Vic.) are as follows:

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any). The Vendor has no means of knowing of all decisions of government departments or public authorities affecting the land unless communicated to the Vendor.

5. **BUILDING PERMITS**

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

NONE to the Vendor's knowledge, other than as attached or disclosed (if any) in the attached Form 10 Certificate (if any).

6. **OWNERS CORPORATION**

6.1 Attached is a copy of a current Owners Corporation Certificate, together with its required accompanying documents and statements, issued in accordance with Section 151 of the **Owners Corporations Act 2006** (Vic.).

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

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

7.1 **Work-in-Kind Agreement**

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any). The Vendor has no means of knowing of all decisions of public authorities and

government departments affecting the land unless communicated to the Vendor.

7.2 GAIC Recording

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any). The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the land unless communicated to the Vendor.

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

The Purchaser is responsible for arranging the connection of any services not connected. The Purchaser is liable for connection fees for any services not connected.

9. TITLE

Attached are copies of the following document(s) concerning the land:

9.1(a) Registered Title

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

The land (which includes all improvements and fixtures) is also described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11344 Folio 968	15	<p>Plan of Subdivision PS 632276 G, Crown Portion 40 (part), Parish of Prahran</p> <p><u>being all of the land enclosed by continuous lines described in Certificate of Title Volume 11344 Folio 968 and shown on the map of the land shown on Plan of Subdivision PS 632276 G, together with:</u></p> <ul style="list-style-type: none">- <u>the encumbrances/easements affecting the land referred to on the said map</u>, including those pursuant to:-<ul style="list-style-type: none">• Section 98, <i>Transfer of Land Act 1958</i> (Vic)• Sections 12(2) & 24, <i>Subdivision Act 1988</i> (Vic)- Agreement in Dealing AJ 248386 Q- Additional Owners Corporation Information in Dealing OC 013901 M

		and an undivided share in the common property for the time being shown on the map of the land shown on Plan of Subdivision PS 632276 G.
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10. SUBDIVISION

10.1 Unregistered Subdivision

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

NOT APPLICABLE to the Vendor's knowledge.

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** (Vic).

NOT APPLICABLE to the Vendor's knowledge.

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** (Vic) is proposed.

NOT APPLICABLE to the Vendor's knowledge.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

are as follows:–

NONE to the Vendor's knowledge other than as disclosed in the attached Certificate(s) (if any).

12. DUE DILIGENCE CHECKLIST

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

13. **ATTACHMENTS**

Any certificates, documents and other attachments are annexed to this Section 13 as follows:

Attached.

Register Search Statement - Volume 11344 Folio 968

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

VOLUME 11344 FOLIO 968

Security no : 124082908750W
Produced 04/05/2020 09:48 AM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 632276G.
PARENT TITLES :
Volume 10210 Folio 664
Volume 10995 Folio 566 to Volume 10995 Folio 568
Created by instrument PS632276G 10/04/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SUSTAIN ABLE 8 PTY LTD of 60A PLEASANT ROAD HAWTHORN EAST VIC 3123
AS642164J 23/10/2019

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
AJ248386Q 11/10/2011

DIAGRAM LOCATION

SEE PS632276G 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 15 GROUND FLOOR 42 PORTER STREET PRAHRAN VIC 3181

ADMINISTRATIVE NOTICES

NIL

eCT Control 16816J AB MORISON FORMERLY SARGEANTS PORT PHILLIP

Effective from 23/10/2019

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS632276G

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 04/05/2020, for Order Number 62097780. Your reference: SUST0001-001.**

AJ248386Q

11/10/2011

\$107.50

173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

LODGED BY:

NAME: WHITEHEAD SUMMONS
ADDRESS: 45 ARNOLD STREET
SOUTH YARRA 3141
PHONE: 9866 4166
REF: FW
CUSTOMER CODE: 2075E

Privacy Collection Statement
The information under 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: Certificates of Title Volume 10995 Folios 566, 567 and 568

Authority: City of Stonnington of corner Greville and High Streets South Yarra 31421

Section and Act under which agreement made:
Section 173 of the Planning and Environment Act 987

A copy of the Agreement is attached to this application.

Signature for the Authority:

Name of the Officer: SWANE DRAFFIN

Office held: GENERAL MANAGER - PLANNING & DEVELOPMENT

Date: 27/9/11

THIS AGREEMENT is made the 27 day of September 2011

BETWEEN:

CITY OF STONNINGTON of corner of Greville and High Streets South Yarra Victoria
("Responsible Authority")

and

BIMBIMBI TRADING PTY LTD (ACN 085 983 884) of 6 Montrose Street Hawthorn East
Victoria and AZAROTH PTY LTD (ACN 101 721 206) of 18 Camberwell Road Hawthorn
East Victoria ("Owner")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in certificates of title Volume 10995 Folios 566, 567 and 568 and known as 42 Porter Street Prahran ("Land").
- C. The land is subject to Mortgage No. AH60807A in favour of National Australia Bank Ltd ("Mortgagee"). The Mortgagee has consented to the Owner entering into this Agreement.
- D. On 16th September 2008 the Responsible Authority issued Planning Permit No. 0996/07 allowing the use and development of the Land for student accommodation and waiving of car parking spaces associated with the development of the Land in accordance with the Endorsed Development Plan and subject to conditions ("Planning Permit").
- E. The Planning Permit was amended by Order of the Victorian Civil and Administrative Tribunal on 13 September 2010 to approve the following:-
- construction of an additional storey (level 7) comprising eleven residential apartments.
 - a total number of 141 residential apartments.
 - minor alterations to the finishes of the façade at the lower levels.
- F. Condition 3 of the Planning Permit provides as follows:-



"The use hereby permitted must not commence until the Owner of the Land enters into an agreement with the Responsible Authority pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 in which it must be covenanted as follows:-

- (a) That the requirements contained in this agreement must form part of any lease of the premises which the Owner of the Land under this permit may enter into with another party.

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- (b) Pursuant to the provisions of Section 181 of the Planning and Environment Act 1987 this agreement must be registered with the Registrar of Titles and must run with the land.
 - (c) The Owner of the Land under this permit must pay the legal costs and be responsible for the preparation and registration of the said agreement.
 - (d) That no person may reside in the student housing unless that person is a bona fide student whether part-time, full-time or short-term or resides there in a supervisory, management or caretaker capacity.
 - (e) That the car spaces must only be used in association with the use of the student housing and must not be subdivided, or sold, or leased separately from the student housing.
 - (f) That the number of students residing permanently on-site does not exceed 141.
 - (g) That the number of students residing on-site who have cars shall not exceed the number of on-site car spaces provide by the development.
 - (h) That if the land ceases to be used for student housing, a new planning permit will be requirement for an alternative use if so required by the Planning Scheme.
- G. The parties enter into this Agreement to facilitate the requirements referred to in Recital F above.

THE PARTIES AGREE AND COVENANT as follows:

1.1 Operation

Without limiting any operation or affect which this Agreement otherwise has, the Responsible Authority and Owner acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants run with the Land.

1.2 Definitions

In this agreement, the words and expressions in this clause have the following meaning unless the context admits otherwise:

"Act" means the Planning & Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplementary to this agreement;

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"Car Spaces" – means the car spaces including Lots 17-24 (both inclusive) as shown on plan of subdivision PS632276G.

"Endorsed Development Plan" – means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Development Plan is available for inspection at the Responsible Authority's offices during normal business hours upon given the Responsible Authority reasonable notice.

"Land" mean the land described in Recital B.

"Mortgagee" means the person described in Recital C.

"Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee in possession;

"party or parties" means the Owner and the Responsible Authority under this Agreement as appropriate.

"Planning Permit" means the planning permit described in Recital D and as amended in Recital E including the plans endorsed with the stamp of the Responsible Authority from time to time under it. A copy of the planning permit is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice;

"Planning Scheme" means the Stonnington Planning Scheme and any successor instrument or other planning scheme which applies to the Land;

"Responsible Authority" means the City of Stonnington or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees and contractors;

1.3 Interpretation

In this agreement unless the context indicates otherwise:

- 1.3.1 Reference to this agreement includes any variation or replacement of it;
- 1.3.2 The singular includes plural and plural includes the singular;
- 1.3.3 A reference to gender includes a reference to each other gender;
- 1.3.4 A reference to a person includes a reference for a firm, corporation or other corporate body and their successors;
- 1.3.5 If a party consists of more than one party this agreement binds them jointly and each of them severally;

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- 1.3.6 A reference to a Statute includes any instruments made under that Statute and includes Statutes amending or replacing that Statute;
- 1.3.7 Headings are for guidance only and do not affect the interpretation of this agreement.
- 1.3.8 The recitals of this agreement are and will be deemed to form part of the agreement including any terms defined within the recitals;
- 1.3.9 Reference to the Responsible Authority includes its agents, officers, employees and contractors;
- 1.3.10 The obligations of the Owner under this agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, the terms of this agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations that relate to that Owner's lot.
- 1.3.11 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

2. Owner's Specific Obligations

The Owner agrees:

- 2.1 The requirements contained in this agreement must form part of any lease of the premises which the Owner of the Land under this permit may enter into with another party.
- 2.2 Pursuant to the provisions of Section 181 of the Planning and Environment Act 1987 this agreement must be registered with the Registrar of Titles and must run with the land.
- 2.3 The Owner of the Land under this permit must pay the legal costs and be responsible for the preparation and registration of the said agreement.
- 2.4 No person may reside in the student housing unless that person is a bona fide student whether part-time, full-time or short-term or resides there in a supervisory, management or caretaker capacity.
- 2.5 The Car Spaces must only be used in association with the use of the student housing and must not be subdivided, or sold, or leased separately from the student housing.
- 2.6 The number of students residing permanently on-site does not exceed 141.



2.7 The number of students residing on-site who have cars shall not exceed the number of on-site car spaces provide by the development.

2.8 If the land ceases to be used for student housing, a new planning permit will be requirement for an alternative use if so required by the Planning Scheme.

3. **Mortgagee to be bound**

The Owner **covenants** to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land. The Mortgagee's consent is attached as a schedule to this Agreement.

4. **Registration of agreement**

The Owner will do all things necessary to enable the Responsible Authority to make an application to record this Agreement on the certificates of title to the Land in accordance with Section 181 of the Act including the signing of any further agreement acknowledgement or other 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.

5. **Costs**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation execution and registration of this agreement.

6. **Agreement under Section 173 of the Act**

The parties **acknowledge** and **agree** this Agreement is made pursuant to Section 173 of the Act.

7. **Agreement runs with the land**

The parties **acknowledge** and **agree** that the obligations of this Agreement take effect as covenants annexed to the Land that run at law and equity with the Land and bind the Owner.

8. **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 Planning Scheme.

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9. Successors in Title

The Owner must ensure, without limiting the operation and effect of this Agreement, that until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title must be required to:

- (a) give effect to and do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

10. Service of Notice

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served by:

- (a) delivering it personally to that party;
- (b) sending it by pre-paid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) 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 pre-paid post.

11. Jurisdiction

For the purpose of this Agreement the parties **acknowledge** they are subject to the jurisdiction of the Act and the Courts of the State of Victoria for the enforcement of this Agreement.

12. 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 must be severed and other provisions of this Agreement will remain operative.

13. Owner's Warranties

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.

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14. 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 judgment 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.

15. No Fettering of Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the land.

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

EXECUTED as a deed on the date set out on the commencement of the agreement.

SIGNED SEALED AND DELIVERED by

on behalf of Stonnington City Council pursuant to the power delegated to him by an Instrument of Delegation dated the
in the presence of:-

Witness:

EXECUTED by **BIMBIMBI TRADING PTY LTD**
(ACN 085 983 884) by being signed by the person
authorised to sign for the company:-

...
Sole Director and Sole Company Secretary
Full name: Barbara Sue Arundel
Usual address: 54 Radnor Street
Camberwell 3124

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11/10/2011

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EXECUTED by AZAROTH PTY LTD (ACN 101 721 206) by being signed by the person authorised to sign for the company:-


Sole Director and Sole Company Secretary
Full name: Constantine Bahramas
Usual address: 6 Linacre Road
Hampton 3188


SCHEDULE 1

Mortgagee's Consent

National Australia Bank Ltd. (ACN 004 044 937) as Mortgagee of registered mortgage AH460807A consents to the Owner entering this agreement but in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this agreement.

EXECUTED by the Mortgagee this 19th day of September 2011.

Executed on behalf of the National Australia Bank Limited by its Attorney Innes Kirkwood who holds the position of Level 3 Attorney under Power of Attorney dated 1 March 2007 in the presence of:


Signature of witness
MATTHEW BIRLIS
ASSOCIATE

Name of witness




Signature of Attorney
INNES KIRKWOOD
PARTNER

**City of Stonnington
(Responsible Authority)**

and

**Bimbimbi Trading Pty Ltd
&
Azaroth Pty Ltd
(Owner)**

SECTION 173 PLANNING AGREEMENT

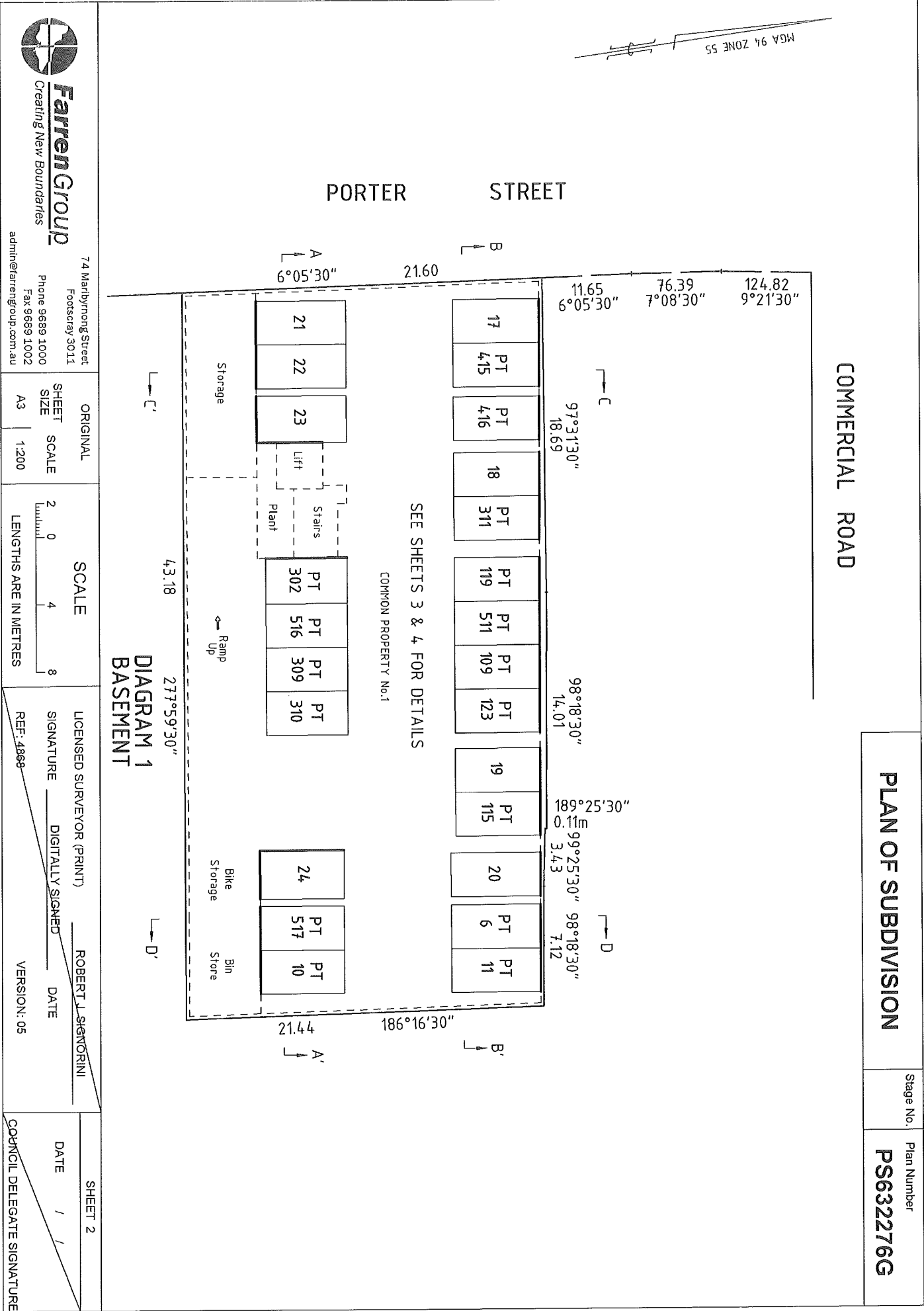
Property: 42 Porter Street Prahran.

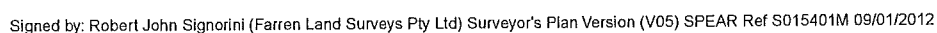
WHITEHEAD SUMMONS PTY LTD
Lawyers
45 Arnold Street
South Yarra 3141
Telephone: 9866 4166

Signed by Council: Stonnington City Council, Council Ref: 0553/11, None, Original Certification: 28/12/2011, Recertification: 10/01/2012, S.O.C.: 10/01/2012

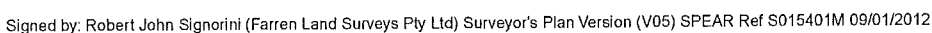
PLAN OF SUBDIVISION				Stage No.	LRS use only EDITION 2	PS632276G
UNDER SECTION 32A OF THE SUBDIVISION ACT 1988						
Location of Land Parish: PRAHRAN Township: Section: Crown Allotment: Crown Portion: 40 (PART) Title References: VOL.10995 FOL.566 VOL.10210 FOL.664 VOL.10995 FOL.567 VOL.10995 FOL.568 Last Plan Reference: PS328574U Postal Address: 42 PORTER STREET, PRAHRAN 3181 MGA Co-ordinates: E 323 200 (of approx. centre of plan) N 5 809 090 Zone 55				Council Certification and Endorsement Council Name: STONNINGTON CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
NIL		NIL				
				Notations		
				Staging	This is a staged subdivision Planning Permit No. 0553/11	THIS IS A SPEAR PLAN
OTHER PURPOSE OF PLAN: REMOVAL OF THE SEWERAGE EASEMENT CREATED IN INST. M927579V GROUNDS FOR EASEMENT REMOVAL: BY DIRECTION IN STONNINGTON CITY COUNCIL PLANNING PERMIT NO. 0553/11 COMMON PROPERTY NO 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALASTRADE WHICH DEFINES BOUNDARIES. ALL COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1. THE POSITION OF THESE COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.				Depth Limitation: DOES NOT APPLY LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation including purpose, responsibility, and entitlement and liability, see Owners Corporation search report(s), Owners Corporation rules and Owners Corporation additional information. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- INTERIOR FACE: BOUNDARIES SHOWN THUS _____ Subdivision (Registrar's Requirements) Regulations 2011 apply to boundaries defined by buildings. Survey:- This plan is based on survey. To be completed where applicable This survey has been connected to permanent marks no(s). Melbourne South PM 125 & Prahran PM 306 In Proclaimed Survey Area no.		
Easement Information						LRS use only Statement of Compliance / Exemption Statement Received Date 22 / 3 / 12
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
						THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN SHEET 1 OF 14 SHEETS
FarrenGroup Creating New Boundaries 74 Maribyrnong Street Footscray 3011 Phone 9689 1000 Fax 9689 1002 admin@farrengroup.com.au						
LICENCED SURVEYOR (PRINT) ROBERT J. SIGNORINI SIGNATURE _____ DIGITALLY SIGNED _____ DATE _____ REF: 4868 VERSION: 05						
Consulting Land Surveyors & Development Consultants						
						DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

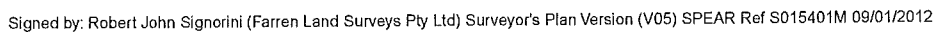
Signed by Council: Stonnington City Council, Council Ref. 0553/11, None, Original Certification: 28/12/2011, Recertification: 10/01/2012, S.O.C.: 10/01/2012

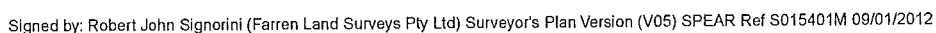


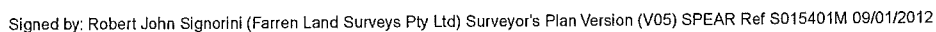


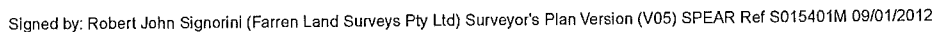
Signed by: Robert John Signorini (Farren Land Surveys Pty Ltd) Surveyor's Plan Version (V05) SPEAR Ref S015401M 09/01/2012



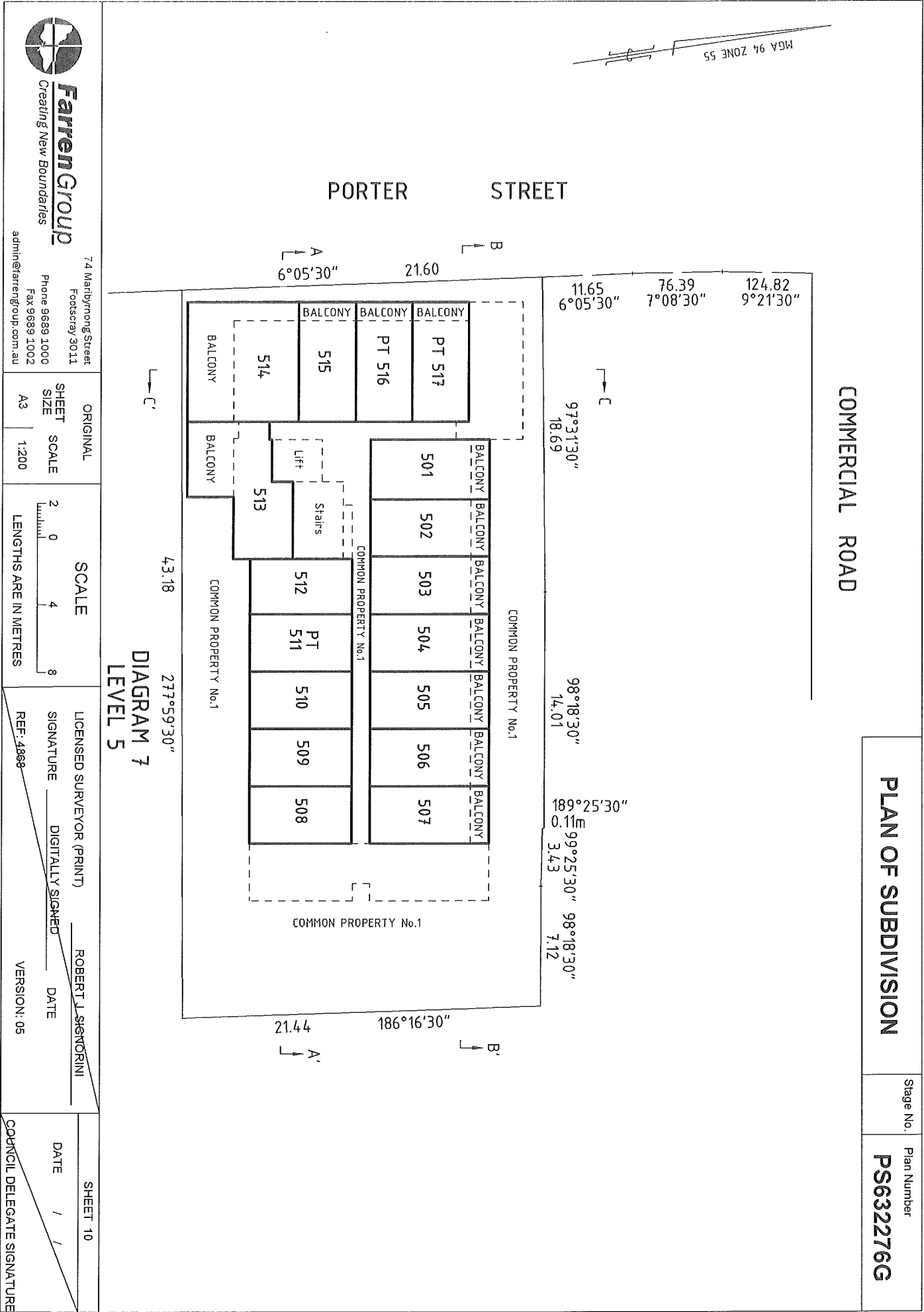








Signed by Council: Stonnington City Council, Council Ref: 0553/11, None, Original Certification: 28/12/2011, Recertification: 10/01/2012, S.O.C.: 10/01/2012



COMMERCIAL ROAD

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS632276G

MGA 94, ZONE 55

PORTER STREET

B. DENOTES BALCONY

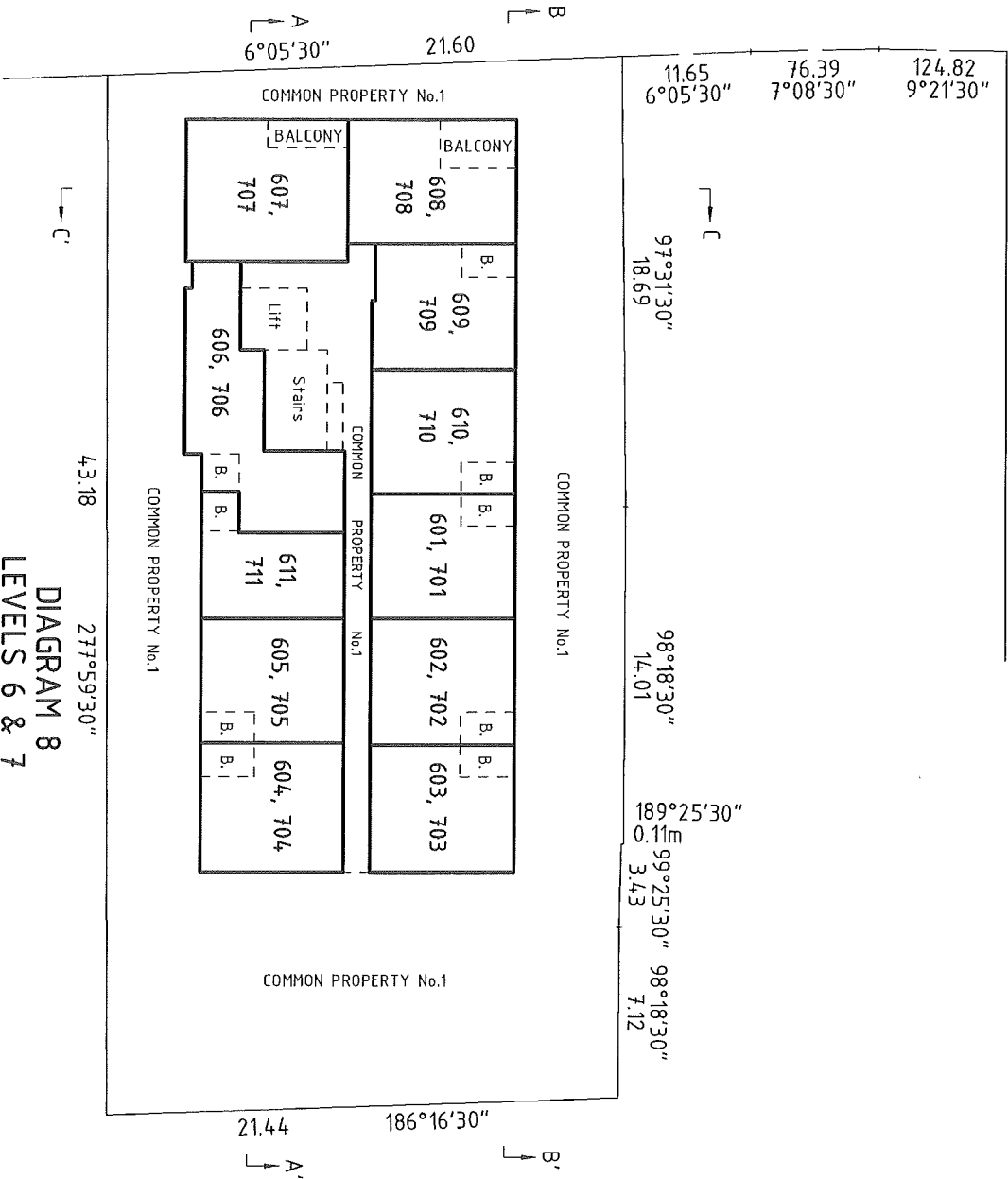


DIAGRAM 8
LEVELS 6 & 7

74 Maribymong Street
Footscray 3011

Farren Group
Creating New Boundaries

Phone 9689 1000
Fax 9689 1002
admin@farrengroup.com.au

ORIGINAL

SHEET
SIZE

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ROBERT L. SGNORINI

SIGNATURE

DATE

SHEET 11

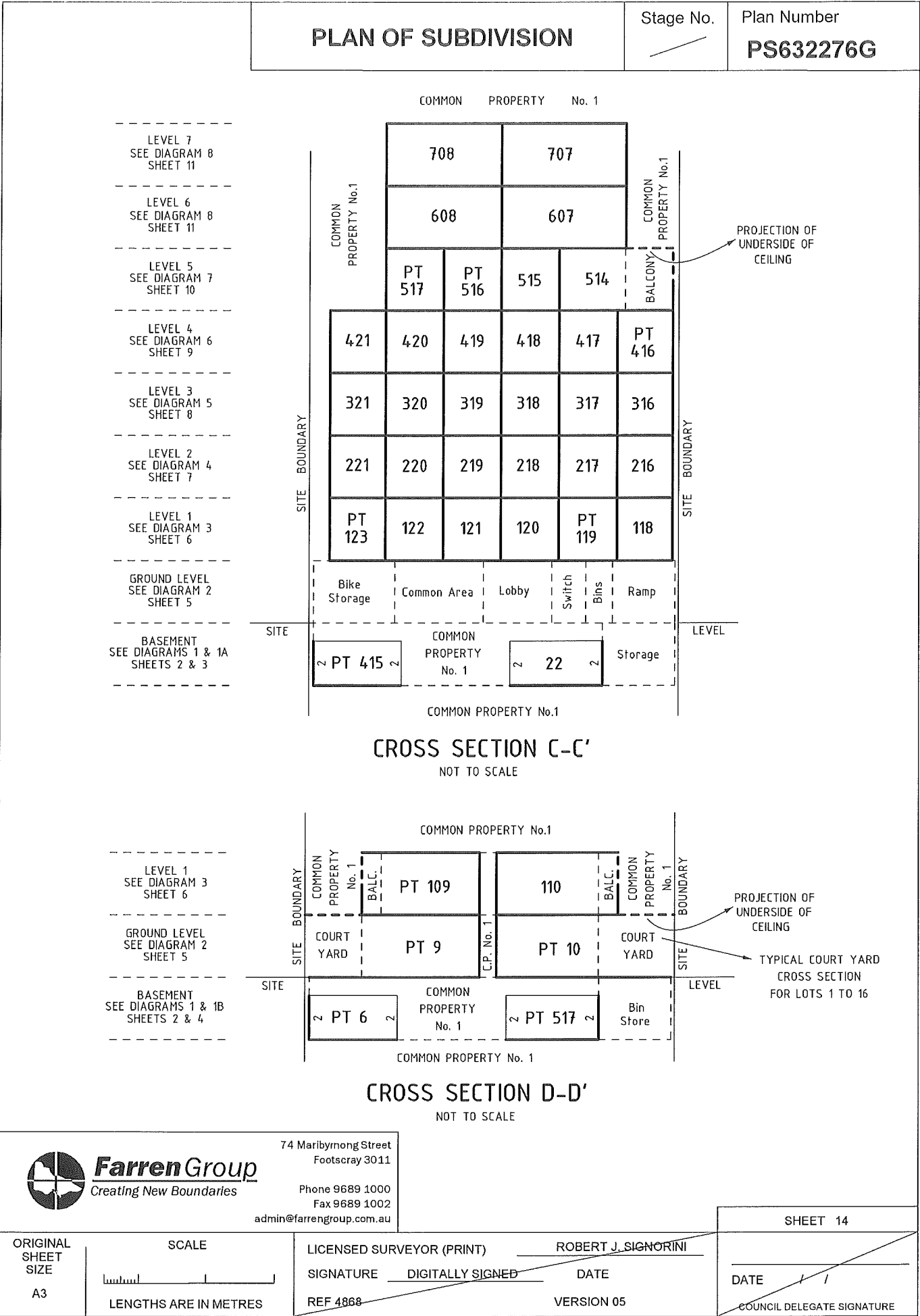
DATE

DATE

REF: 4868


VERSION: 05

COUNCIL DELEGATE SIGNATURE



[illegible]

<p style="text-align: center;">OWNERS CORPORATION INFORMATION</p> <p style="text-align: center;">UNLIMITED OWNERS CORPORATION</p>

<p style="text-align: center;">OC013901M is ity</p> <p>22/03/2012 \$0 OCAI</p> 
--

LODGED BY:

NAME: WHITEHEAD SUMMONS
ADDRESS: 45 ARNOLD STREET
SOUTH YARRA VIC 3121
PHONE: 9866 4166
REF: FW
CUSTOMER CODE: 2075E

OWNERS CORPORATION NUMBER 1 PS632276G -

ADDITIONAL INFORMATION ACCOMPANYING A PLAN

1. POSTAL ADDRESS FOR SERVICES OF NOTICES

(Regulation 16(a) Subdivision (Procedures) Regulations 2000)

SHA Owners Corporation Pty Ltd, 575 Elizabeth Street Melbourne 3000. -

2. THE PURPOSES OF THE OWNERS CORPORATION ARE:

(Section 27B(2) Subdivision Act 1988)

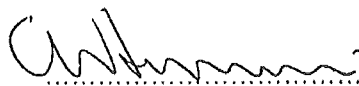
The purpose of Owners Corporation Number 1 PS632276G is to manage the land affected by the Owners Corporation. -

3. THE BASIS FOR THE ALLOCATION OF LOT ENTITLEMENT AND LOT LIABILITY IS:

(Section 27F(2)(a) Subdivision Act 1988)

- (i) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the Owners Corporation.
- (ii) In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the Owners Corporation.

SIGNED:



.....
Australian Legal Practitioner within the meaning
of the Legal Practice Profession Act 2004

DATE: 20 March 2012



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

The land in PS632276G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 24, 101 - 123, 201 - 221, 301 - 321, 401 - 421, 501 - 517, 601 - 611, 701 - 711.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

575 ELIZABETH STREET MELBOURNE VIC 3000

PS632276G/S2 05/09/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC013901M 10/04/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	205	205
Lot 2	205	205
Lot 3	205	205
Lot 4	205	205
Lot 5	205	205
Lot 6	225	225



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	205	205
Lot 8	205	205
Lot 9	210	210
Lot 10	230	230
Lot 11	223	223
Lot 12	203	203
Lot 13	203	203
Lot 14	203	203
Lot 15	203	203
Lot 16	200	200
Lot 17	20	20
Lot 18	20	20
Lot 19	20	20
Lot 20	20	20
Lot 21	20	20
Lot 22	20	20
Lot 23	20	20
Lot 24	20	20
Lot 101	180	180
Lot 102	180	180
Lot 103	180	180
Lot 104	180	180
Lot 105	180	180
Lot 106	180	180
Lot 107	180	180
Lot 108	180	180
Lot 109	205	205
Lot 110	183	183
Lot 111	178	178



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 112	178	178
Lot 113	178	178
Lot 114	178	178
Lot 115	198	198
Lot 116	178	178
Lot 117	205	205
Lot 118	200	200
Lot 119	215	215
Lot 120	195	195
Lot 121	195	195
Lot 122	195	195
Lot 123	225	225
Lot 201	183	183
Lot 202	183	183
Lot 203	183	183
Lot 204	183	183
Lot 205	183	183
Lot 206	183	183
Lot 207	183	183
Lot 208	188	188
Lot 209	185	185
Lot 210	180	180
Lot 211	180	180
Lot 212	180	180
Lot 213	180	180
Lot 214	178	178
Lot 215	210	210
Lot 216	205	205
Lot 217	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 218	200	200
Lot 219	200	200
Lot 220	200	200
Lot 221	210	210
Lot 301	185	185
Lot 302	205	205
Lot 303	185	185
Lot 304	185	185
Lot 305	185	185
Lot 306	185	185
Lot 307	185	185
Lot 308	190	190
Lot 309	208	208
Lot 310	203	203
Lot 311	203	203
Lot 312	183	183
Lot 313	183	183
Lot 314	180	180
Lot 315	215	215
Lot 316	210	210
Lot 317	205	205
Lot 318	205	205
Lot 319	205	205
Lot 320	205	205
Lot 321	215	215
Lot 401	190	190
Lot 402	190	190
Lot 403	190	190
Lot 404	190	190



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405	190	190
Lot 406	190	190
Lot 407	190	190
Lot 408	195	195
Lot 409	188	188
Lot 410	188	188
Lot 411	188	188
Lot 412	188	188
Lot 413	188	188
Lot 414	183	183
Lot 415	240	240
Lot 416	235	235
Lot 417	210	210
Lot 418	210	210
Lot 419	210	210
Lot 420	210	210
Lot 421	220	220
Lot 501	195	195
Lot 502	195	195
Lot 503	195	195
Lot 504	195	195
Lot 505	195	195
Lot 506	195	195
Lot 507	200	200
Lot 508	198	198
Lot 509	198	198
Lot 510	198	198
Lot 511	218	218
Lot 512	198	198



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 513	218	218
Lot 514	228	228
Lot 515	220	220
Lot 516	240	240
Lot 517	245	245
Lot 601	215	215
Lot 602	215	215
Lot 603	220	220
Lot 604	220	220
Lot 605	215	215
Lot 606	220	220
Lot 607	235	235
Lot 608	235	235
Lot 609	215	215
Lot 610	215	215
Lot 611	210	210
Lot 701	230	230
Lot 702	230	230
Lot 703	235	235
Lot 704	235	235
Lot 705	230	230
Lot 706	240	240
Lot 707	250	250
Lot 708	250	250
Lot 709	230	230
Lot 710	230	230
Lot 711	225	225
Total	28657.00	28657.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/05/2020 09:50:09 AM

OWNERS CORPORATION 1 PLAN NO. PS632276G
--

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

Statement End.



Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern
Prahran Town Hall
Corner Chapel and Greville Streets
Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255
PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au
STONNINGTON.VIC.GOV.AU

Please Quote Property No. 6 8 6 7 1

LAND INFORMATION CERTIFICATE (Section 229 Local Government Act, 1989)
and
VALUATION CERTIFICATE (Section 13DJ Valuation of Land Act 1960)

Property No: 68671
Reference: BIMB0001-001
Agent Reference: 58590741:90709203
Issue Date: 02/09/2019

Cert No: wLIS01094/20
Receipt No: Not Applicable
Page No: 1 of 3

SAI Global Property Division Pty Ltd (Lic)
Accounts Payable
GPO Box 5420
SYDNEY NSW 2001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 15/42 Porter Street PRAHRAN VIC 3181

Title Particulars: Lot 15 PS 632276 Vol 11344 Fol 968

Capital Improved Value: \$125000
Site Value: \$40000
Net Annual Value: \$6250

Level Value Date: 1/07/2019
Valuation Date: 1/01/2019

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

LEVY FOR THE YEAR ENDING 30/6/2020	
General Rates	124.85
Fire Service Levy	117.87
Garbage Charges	259.40
Other Adjustments	0.00
Payment	-124.12
Rates Subtotal	378.00
BALANCE OUTSTANDING	378.00

Interest will accrue on all overdue rates and charges at a rate of 10% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to rates@stonnington.vic.gov.au.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by **15/02/2020**
- INSTALMENTS DUE by **30/9/2019, 30/11/2019, 28/2/2020 & 31/5/2020**

**Service centres**

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2256

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Notations regarding subject property:

Planning Permit No 0996/07 -In accordance with Council resolution dated 19 March 2007, regarding an increase of dwellings to this site, the owners and occupiers of the dwelling/s hereby approved are not eligible to receive Resident Parking Permits.

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:
Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988.

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:
Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)



Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Specified Flood Level pursuant to the Building regulations 2006:

NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. If it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section

AUTHORISED OFFICER

BPay option available to pay Municipal Rates and Charges

Bpay enables Rates and Charges to be paid from a nominated bank account via the internet or phone as shown below.

The Biller Code and Reference number relates to the property referred to on this Land Information Certificate.



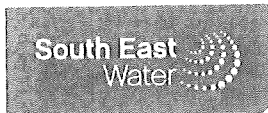
Biller Code: 20198
Ref: 6867 162



Biller Code: 20198
Ref: 6867 162

INTERNET
Go to www.stonnington.vic.gov.au

PHONE
Call 1300 BPOINT



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

SAI GLOBAL - PSP
E-mail:
authority@property.saiglobal.com

Statement for property:
UNIT 15 LOT 15 42 PORTER STREET
PRAHRAN 3181
15 PS 632276

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
11J//04463/00352	58590741:90709205	02 SEP 2019	34558099

1. Statement of Fees Imposed

Parks Victoria - Parks Service Charge	01/07/2019 to 30/06/2020	\$79.02
Melbourne Water Corporation Total Service Charges	01/07/2019 to 30/09/2019	\$25.52
Water Service Charge	01/07/2019 to 30/09/2019	\$29.18
Sewerage Service Charge	01/07/2019 to 30/09/2019	\$91.67
Subtotal Service Charges		\$225.39
Payments		\$225.39
TOTAL UNPAID BALANCE		\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#!/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

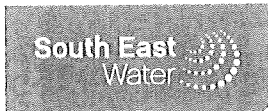
If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

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

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

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

3. Disclaimer

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

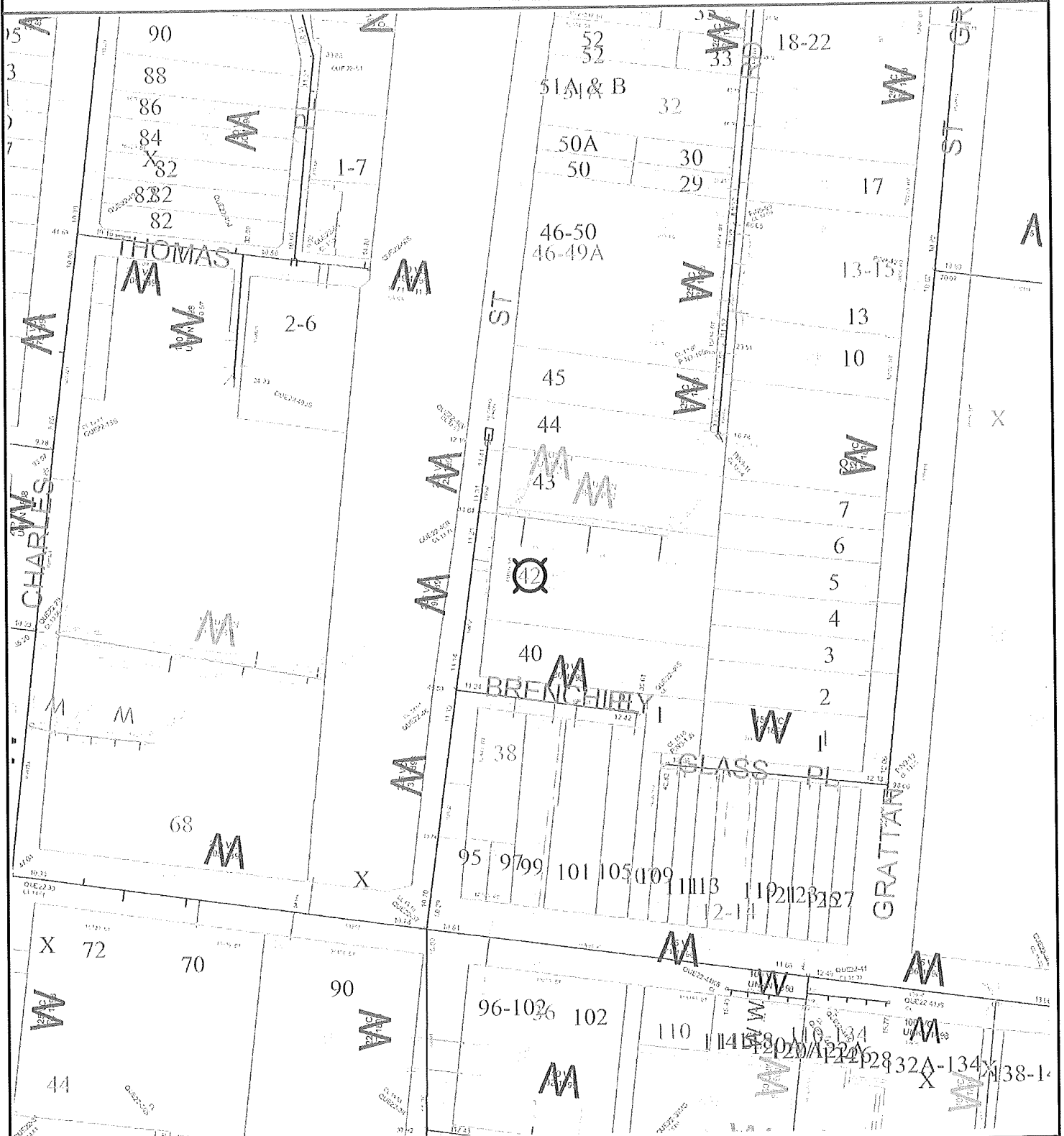
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Terry Schubach", written over a horizontal line.

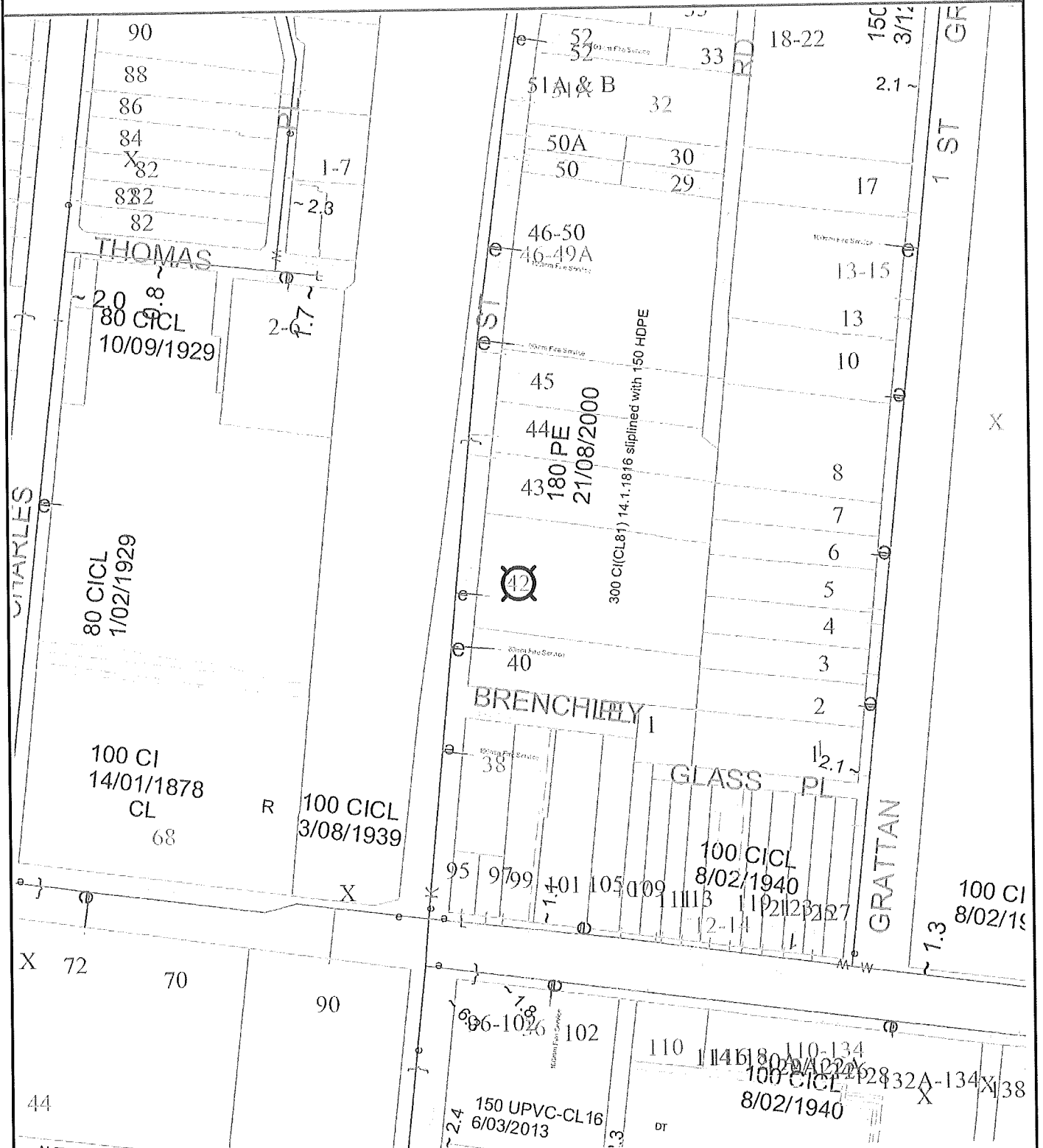
TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



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

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



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

LEGEND

	Title/Road Boundary		Subject Property		Hydrant		Electrolysis
	Proposed Title/Road		Water Main Valve		Fireplug/Washout		
	Easement		Water Main		Offset from Boundary		

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

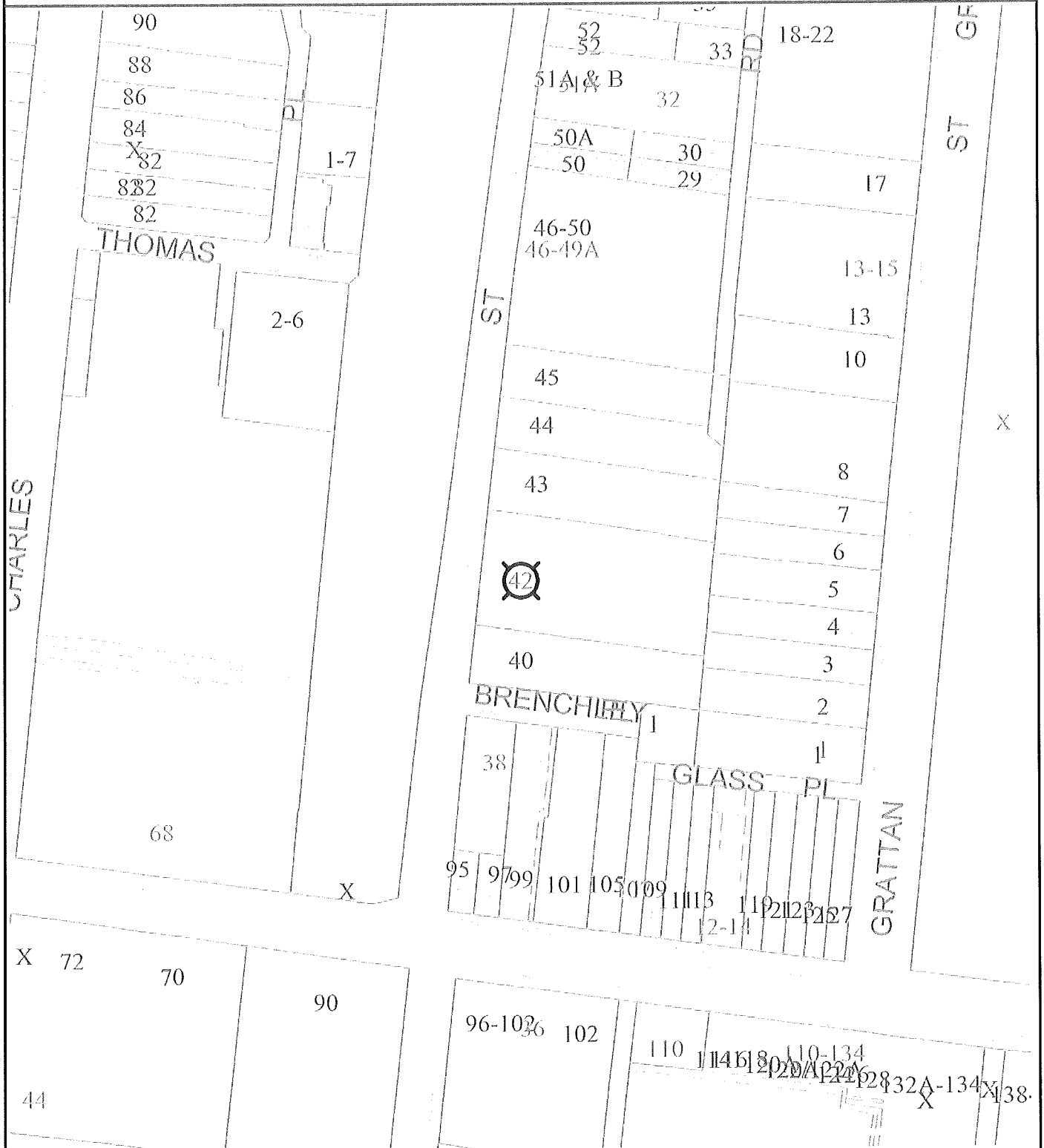
Property: Lot 15 UNIT 15 42 PORTER STREET PRAHRAN 3181



Case Number: 34558099



Date: 02SEPTEMBER2019



Land Tax Clearance Certificate

Land Tax Act 2005



HELD LAWYERS VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 62097780:95507517
Certificate No: 38051451
Issue Date: 04 MAY 2020
Enquiries: ESYSPROD

Land Address: UNIT 15, 42 PORTER STREET PRAHRAN VIC 3181

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39720689	15	632276	11344	968	\$146.97

Vendor: SUSTAIN ABLE 8 PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
888 FAMILY TRUST	2020	\$40,000	\$146.97	\$0.00	\$146.97

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$125,000
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SITE VALUE:	\$40,000
-------------	----------

AMOUNT PAYABLE:	\$146.97
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Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 38051451

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$40,000

Calculated as \$0 plus (\$40,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 38051451

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 38051451

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

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

Vendor: Sustain Able 8 Pty Ltd

This certificate is issued for Lot 15 on Plan Number 632276G the postal address of which is:

Tusk 42 Porter Street PRAHRAN 3181 VIC

The current fees for Lot 15 are:

Administration Fund - \$387.66 (inc GST) per quarter
Maintenance Plan - \$107.14 (inc GST) per quarter

The current fees have been levied up until the:

31/08/2020

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.

A defect report conducted by Roscon has been obtained for the building which has identified a number of items that require attention throughout the building. Additional funds may be required to fund the works however at this stage it is anticipated that the Owners Corporation has enough funds to complete the required works to Common Property. The Owners Corporation Committee had a meeting with the owners of Ground floors units (Lots 1 through to 16) to discuss the rectification works required to the private courtyards to rectify the leaks into the carpark below. A special levy may be raised in the near future for these rectification works on the private lot courtyards.

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

The Owners Corporation presently has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Type	Strata
Policy Number	HU0032839
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:

As at this date there are no notices or orders.

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

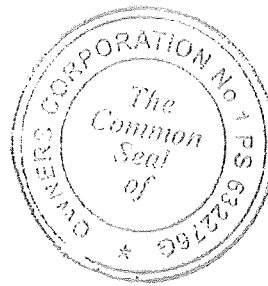
Address of Manager: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Postal Address: Level 1575 Elizabeth Street MELBOURNE VIC 3000

Additional Information:

--

The common seal of Owners Corporation Plan of Subdivision (VIC) 632276G 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



Signature of Registered Manager

Dated: 6th, July 2020

Full name: Denise Ip On Behalf of Owners Corporation Plan of Subdivision (VIC) 632276G

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: info@strataco.com.au

Web: 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.

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 632276G
Tusk 42 Porter Street PRAHRAN 3181 VIC
Lot Number: 15

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

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.

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

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

STRATA^{CO}

OWNERS
CORPORATION
MANAGEMENT

Level 1, 575 Elizabeth St
Melbourne VIC 3000

P +613 9373 6888

E info@strataco.com.au

W www.strataco.com.au

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Issued on behalf of the Insurers:
OBE Insurance (Aust) Ltd ABN 78 003 191 035 8 Chitiley Square Sydney NSW 2000 (AFS Licence No: 239545)



Policy No: HU0032839
Period of Insurance:
From: 22/05/19
To: 22/05/20 at 4.00 pm

The Insured & Situation:
Owners Corporation Plan No. PS 632276G
42 PORTER STREET
PRAHRAN
VIC 3181

Certificate of Currency

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	19,885,000
Loss of Rent/Temp Accommodation (15%)	2,982,750
INSURED PROPERTY (Common Area Contents)	100,000
FLOOD	Selected
POLICY 2 LIABILITY TO OTHERS	Limit of Liability - 20,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	Limit of Liability - 250,000
POLICY 7 MACHINERY BREAKDOWN	Not selected
Loss of Rent/Temp Accommodation (20%)	Not selected
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover - Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9 PART A - Government Audit Costs	25,000
PART B - Appeal Expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000
Date of Issue:	23/05/19
Issue Fee Incl GST:	0.00
Issue Fee GST:	0.00

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

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

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the insurers.

Our Ref: 17052748

New South Wales/ACT
1 Northcliff Street
Milsons Point 2061
PO Box 507, Milsons Pt
1565
Phone: 1300 361 263
Fax: 1300 361 269
info_nsw@chu.com.au

Victoria / Tasmania
Level 21, 150 Lonsdale Street
Melbourne 3000
GPO Box 3208, Melbourne 3001
Phone: 03 8695 4000
Fax: 03 9620 1969
info_vic@chu.com.au

Queensland
Level 13, King George Central
145 Ann Street, Brisbane 4000
GPO Box 705, Brisbane 4001
Phone: 07 3135 7900
Fax: 07 3135 7901
info_qld@chu.com.au

Western Australia
Level 4, 55 St Georges Terrace
Perth 6000
PO Box 5721, Perth 6831
Phone: 08 9166 8600
Fax: 08 9466 8601
info_wa@chu.com.au

South Australia
Ground Floor
208 Greenhill Road
Eastwood 5063
Phone: 08 8394 0444
Fax: 08 8394 0445
info_sa@chu.com.au

CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261

www.chu.com.au

Minutes of Annual General Meeting

OWNERS CORPORATION PLAN No. 632276G
42 Porter Street, Prahran VIC 3181

DATE MEETING HELD	Thursday 15 th August 2019		
LOCATION	Jasper Hotel, 489 Elizabeth St, Melbourne, 3000		
TIME	The meeting commenced at 5:00pm		
MEMBERS PRESENT:	Lot 10	Phytos Themistoklis	
	Lot 20	Alan Geoffrey Holibone	
	Lot 101	Dirk Gierlach	
	Lot 217	Mark Dickenson & Jennifer Bray	
	Lot 304	Derek Henry	
	Lot 401	Mina Altarages	
	Lot 410	Joseph Sicura	
	Lot 414	Joseph Sicura	
	Lot 502	Vincente & Virginia Ng	
	Lot 515	Nedjeljko Tarle	
	Lot 606	Alan Geoffrey Holibone	
	Lot 609	Alan Geoffrey Hollibone	
PRESENT BY PROXY:	Lot 505	Beng Choo Tan	in favour of Tony Overell
	Lot 118	Brian Anthony Reckas	in favour of Tony Overell
	Lot G3	Azaroth Pty Ltd	in favour of Tony Overell

Lot 508 **Azaroth Pty Ltd** in favour of **Tony Overell**

Lot 601 **Azaroth Pty Ltd** in favour of **Tony Overell**

Lot 602 **Azaroth Pty Ltd** in favour of **Tony Overell**

Lot 603 **Azaroth Pty Ltd** in favour of **Tony Overell**

APOLOGIES:

Lot 409 **Neil Charles Polan**

Lot 507 **William Chandra**

Lot 512 **Radmar Productions Pty Ltd**

QUORUM:

As **19** of the **149** 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, 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 26/11/2018 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 (copy attached to these minutes);
 - b) Committee Report (copy attached to these minutes);
 - c) Dispute Resolution Report;
 - d) Penalty Interest Waiver Request Report.
5. **INSURANCE RENEWAL:** The insurance Certificate of Currency was tabled and contents noted.

It was Resolved:
 - That the insurance for the property will be renewed in accordance with proposed option b). The manager is asked to obtain 3 quotes from a broker and the committee will review and select an insurance company based on these quotations.
 - That the Owners Corporation Manager obtain a quote for Machinery Breakdown insurance and provide to the Committee for consideration. The coverage should specifically include breakdown of the within the building. The Committee will review the specific inclusions / exclusions of this quote and make a decision subsequently.

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

NOTE TO LOT OWNERS:

Members are advised that, the Owners Corporation Insurance policy does not

provide coverage for privately owned goods or contents (including Carpets) within a lot or stored on Common Property, carpark or storage cages.

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

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

6. VALUATION:

It was noted that last Insurance Valuation was undertaken in November 2018.

It was not Resolved:

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

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

7. FINANCIAL AUDIT:

It was Resolved:

- a) That the Audit Report for the financial Year ending 31 May 2019, be adopted.
- b) That the Owners Corporation undertake an audit of the accounts for the Financial Year ending 31 May 2020 by an independent auditor.

**8. FINANCIAL
REPORTS:**

It was Resolved:

That the Financial Statements for the period ended 31 May 2019, as attached to the meeting Notice, be adopted.

The committee and owners are seeking for greater efficiency and transparency in using the budgeted funds. The Owner Corporation Manager is asked to make investigations and changes in the following areas:

- Disbursements: should only be charged upon presentation of invoices as agreed in the OCM contract. This budget position is not to be

considered as an additional lump-sum flat fee for StrataCo Pty Ltd

- Waste Charges: The owners are currently paying double for this service. Every owner pays minimum waste fees to the council without receiving a service from the council. In addition each owner is paying a substantial fee to a private waste service provider as per the arrangements provided by the OC Manager. The OC Manager is asked to investigate an alteration of the waste arrangements to save significant amount of money for the owners. The OC Manager is specifically asked to
 - o Investigate with Stonnington Council cost, frequency options and process of council waste pickup.
 - o Investigate with current private waste company the cost and process of reducing pickup to Recycle only.
 - o Provide a report back to Committee by 15 Sep 2019.
- Water Charges: The OC has been charged \$7,000 from SE Water for communal service water. All unit owners and tenants are having separate contracts covering the provision of service to the units and unit water consumption. OC Manager should investigate the rationale and correctness of the significant water charges for the OC and report back to Committee by 15 September. Specifically:
 - o provide water usage report to Committee and
 - o check correctness of charges with SE Water.
- Caretaker contract: The OC Manager is to negotiate with Caretaker an alteration of contract providing greater value for money out of these services. The current charges of \$500 per week appear excessive for light cleaning, vacuuming and minimal handy-men work. A more cost effective arrangement should be provided by the caretaker considering the duty of weekly waste bin take-out/take-in.
- StrataCo Management Fee: This is the largest expense and budget position. The owners do not consent to an automatic 5% increase of the contract year on year. Questions have been asked regarding the contract and service structure and the exclusions leading to potential high additional cost at a rate of \$220 per hour. The contract is up for renewal in January 2020.
 - o OCManger StrataCo is asked to provide a proposal of a new contract structure to the Committee by 1 October 2019. This contract should contain all major administration tasks to be covered under a fixed fee structure. The list of additional charges for services should be reduced to a minimum.

- o Committee will review StrataCo's proposed service offering and fee structure and decide whether the contract will go out to tender or whether a negotiation with StrataCo alone will be supported.
- OC Manager is reminded that 3 quotes are required for all items, which value exceeds \$5,000 or which cause a risk to the building in excess of \$5,000.

**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 1 June 2019 will be \$199,000.00 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 1 June 2019 will be \$55,000.00 plus GST.
- c) That the **Administration Fund and Maintenance Fund** contributions be paid in advance in quarterly instalments due on the following dates:

01/06/19	01/09/19	01/12/19	01/03/20
----------	----------	----------	----------
- 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 or email your new details to info@strataco.com.au.

**11. MAINTENANCE
PLAN:**

It was Resolved:

That the Owners Corporation Manager obtain quotations for a 10 year maintenance plan in 2020 after most of the critical building issues have been quoted and/or resolved. This maintenance plan will be handed to the Committee for their consideration.

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 noted that all items had been addressed in the previous OH&S report obtained in December 2018.

15. RECOVERY OF
COSTS:

It was Resolved:

That the Owners Corporation recover as a debt from the Lot Owner all costs associated with, and resulting from, an Owner or Occupier of a Lot or a guest of the Owner or Occupier of a Lot, in breach of or an obligation under the Owners Corporations Act 2006, Owners Corporations Regulations 2007 or the rules of the Owners Corporation. In addition the recovery of all costs incurred relating to damage to common property, or False Fire Alarms caused by the action or inaction of a Lot Owner/Occupier/Guest are to be recovered as a debt from the Lot Owner.

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

16. COMMITTEE AND
OFFICE BEARERS:

It was Resolved -

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

Lot 10	Phytos Themistoklis
Lot 101	Dirk Gierlach
Lot 410	Joseph Sicura
Lot 515	Nedjeljko Tarle
Lot 609	Alan Hollibone
Lot 512	Victoria Mark
Lot 217	Jennifer Bray

- b) that **Dirk Gierlach** 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. Building Defects

It was noted that there were 65 items on the Defect report undertaken by Roscon, 6 items have since been rectified, 19 items are Lot Owner matters with the remaining 40 for the Owners Corporation to action.

Remaining items have been prioritised by OC Manager and Committee. OC Manager is requested to seek further quotes for major items as matter of priority. The OC Manager and the Committee are working closely to complete all items as quickly as possible.

19. NEXT MEETING: It was Resolved:
That the next Annual General Meeting be held in August 2020.

20. CLOSE: With no further business the meeting was declared closed at **6.14 pm**.

OC MANAGEMENT COMMITTEE REPORT (15/08/19)

TUSK APARTMENTS OWNERS CORPORATION 632276G
42 PORTER ST, PRAHRAN 3181

Committee Report – Annual General Meeting 2019

At the 2018 Annual General Meeting held on Monday 26th November 2019 six (6) members were elected into the committee:

Jefta Ongkodiputra
Phytos Themistoklis
Dirk Gierlach (Chair)
Joseph Sicura
Nedjeljko Tarle
Alan Hollibone

The Owners Corporation Act 2006 (particularly section 11 and section 100) define the role of the OC management committee ("the committee"). The committee has the oversight role over the owners corporation and the management company (in this case StrataCo Pty Ltd) on behalf of all lot owners.

Summary of Committee Activities 2019:

The committee has had various meetings and offline activities (via Email) during the year to

- progress resolution of building issues & water ingress issues (see Roscon Review Report)
- give guidance to StrataCo for major maintenance issues or critical risk issues
- review financial statements and proposed budget ahead of the AGM
- review service levels of StrataCo managers

Meetings:

5 Feb 2019 / StrataCo Office.

- Present: Committee: Dirk Gierlach, Alan Hollibone, Ned Tarle,
StrataCo: Tony Overall
- Apologies: Joseph Sicura, Jefta Ongkodiputra
- Discussion Items:
 - Roscon Defect Report (discussed and prioritization and actions given to StrataCo and LotOwners)
 - Car Damage Claims (Approved Quote Drip Trays)
 - Boundary Wall Repair Quote (Approved Quote)
 - Window Cleaning (Approve Installation of Anchor Points, if needed)
 - Sewerage Pipe Inspections (Approved Quote)
 - Gas Mains Valve (Approved Quote for repairs)
 - Common Area (Asked StrataCo/SHA to provide design suggestions)

OC MANAGEMENT COMMITTEE REPORT (15/08/19)

TUSK APARTMENTS OWNERS CORPORATION 632276G
42 PORTER ST, PRAHRAN 3181

12 Aug 2019 / StrataCo Office:

- Present: Committee: Dirk Gierlach, Alan Hollibone, Ned Tarle, Joseph Sicura
StrataCo: Mark MacDonald, Tony Overall, Alex Dacy
- Apologies: Jefta Ongkodiputra
- Discussion Items
 - Progress Building Defect Resolution (detailed listing of agreed actions and decisions will be issued in meeting minutes by Alex Dacy)
 - Lead Tenant: StrataCo decision to replace lead tenant with SHA employee (further legal assessment required)
 - Financial Statement 2018 (partially covered, separate session)
 - StrataCo Services, Fees and view on upcoming contract renewal (not tabled, separate session required)

Offline Discussions and Decisions

- 27/07/18: Roscon Defect Report: Approved Quote and asked to proceed
(5 committee members voted to proceed, 1 non answer)
- Aug 2018: Several reminders issued to StrataCo to progress activities with Roscon faster
- 27/11/18: Investment Free Cash Admin Funds / Maintenance Funds into Term Deposits:
(Committee agreed proposal to put funds into interest bearing TD accounts)
- 4/12/18: OHS Audit: StrataCo provide 2 Quotes
(Committee decides on BIV quote per Email vote)
- 13/12/18: Discussion of OHS rectification items in the building
- 13/12/18: Roscon proposal to generate detailed specs for quotation of building issues (38MB)
 - Committee asked manager/Roscon for explanation of high cost
 - Committee asked for further specifications in report
 - Roscon delivers further specifications (20/12/18)
- 20/12/18: Discussion renewal lift emergency phone
 - Committee decides to delay implementation of G4 unit due to excessive cost
- 21/12/18: Faulty Carpark sump pump
 - Committee agrees to replace (essential item)

OC MANAGEMENT COMMITTEE REPORT (15/08/19)

TUSK APARTMENTS OWNERS CORPORATION 632276G
42 PORTER ST, PRAHRAN 3181

- 10/01/19: Car damage claim carpark water
 - FYI item. Damage will be handled by OC insurance
- 10/01/19: StrataCo (Tony O.) presents summary of building issues (requested by Committee)
- 15/01/19: StrataCo suggest new Signage (SHA) and various topics to make building more attractive vs. growing competition in student housing market
 - Committee asks for more than a “new SHA advertising sign”, ie. improvements of common ground area
 - SHA is requested to provide suggestions (*open / not actioned yet*)
- 18/01/19: Proposal to install drip trays in carpark
 - Committee agrees to progress
 - 14/03: StrataCo presents 2 quotes:
 - Committee decides for lower cost Webb Plumbing quote via majority vote
- 13/02/19: Installation of additional anchor points for window cleaners
 - Committee agrees to quote from Briteway
- 05/03/19: FireAlarm replace phone with 4G
 - Committee agrees to proposal with majority vote
- 29/04/19: Discussion sensor lights Bike area (security concerns)
 - Committee agrees to proposal with majority vote
- 08/05/19: Insurance renewal proposal
 - Committee questions why only 1 quote provided and some unusual response of Broker Fitzgerald which quotes only 19 cent commission. Also asks for more details on cover
 - 09/05/10: StrataCo/Broker revert with 2 quotes (CHU & SCI) and clarification of cover
 - 20/05/10: Committee agrees to lower CHU quote
- 09/05/19: Building items 14,15,17,18,22,29 (ESM) – StrataCo presents 2 quotes (Propone, MFM)
 - Committee decision: open
 - StrataCo delayed follow up on 05/08/19 / re-presents 2 quotes (PropOne and MFM)
- 23/05/19: Laundry Duct cleaning quotes presented
 - Committee agrees lower cost EastLink Quote
- 27/05/19: Building façade items 36,41, 53, 54, 55, 60 – 1 quote provided. 2nd company only wants to quote after a \$1275 paid inspection
 - Committee agrees to go with 1st quote from Wayne High Access and let them finish as much as possible

OC MANAGEMENT COMMITTEE REPORT (15/08/19)

TUSK APARTMENTS OWNERS CORPORATION 632276G
42 PORTER ST, PRAHRAN 3181

- Status update on 12/08/19: Work hasn't started due to miscommunication between StrataCo and Tradesmen of access to the building.
- Committee asks for urgent start of work

- 05/08/19: StrataCo manager presents quotes
 - Eastern boundary wall repair
 - ESM quotes: unchanged from 09/05/19
 - Façade quotes: presented and decided on 27/05/19 but not actioned by StrataCo
 - SBS Quote for Item 2,3,20,26,30,31,32,39,47,48,56 (only single quote)
 - Committee asks for separate committee meeting to review proposals of StrataCo and progress issue resolution

Service Quality reminders to StrataCo Managers::

It is noted that there have been a number of cases where actions given to management company StrataCo have not been followed through in a timely and diligent manner. StrataCo is reminded to act on committee requests in a diligent and timely manner and provide transparent status updates.

StrataCo managers are furthermore reminded that all major repair items (value or risk greater than \$5,000) need to be investigated and actioned timely and be provided with 3 quotes as per AGM decision from 30 January 2017.

Note: Decision and Direction given to StrataCo at AGM 30 January 2017 regarding Timeliness of Repairs / Major Maintenance:

The Committee have raised concerns that StrataCo lacks timeliness, urgency and expected diligence in progressing resolution of major building issues.

StrataCo director Mark McDonald has agreed to have the StrataCo managers provide a more timely and transparent actioning of major maintenance items and risks to the building.

- *major issues (defined as items causing likely damage or risk of greater than \$5,000) need to be investigated within 8 weeks of occurrence / identification of the issue*
- *a minimum of 3 quotations for issue resolution need to be tabled within 3 months of occurrence/identification*
- *resolution of issues needs to be provided within 6 months of occurrence / identification (unless specific reasons and problems are prohibiting this)*

StrataCo management is requested and will be held responsible for adhering to these guidelines and timelines from now on.

OC MANAGEMENT COMMITTEE REPORT (15/08/19)

TUSK APARTMENTS OWNERS CORPORATION 632276G
42 PORTER ST, PRAHRAN 3181

YOUR FEEDBACK

Is always welcome. Owners, please reach out to us with any comments or suggestions you ha:

Dirk Gierlach dirk.b.gierlach@gmail.com Chair OC Committee

Alex Dacy - ocm2@strataco.com.au StrataCo Pty Ltd.

Managers Report

OWNERS CORPORATION PLAN No. 632276G

Tusk Apartments – 42 Porter St, Prahran VIC 3181

Dear Owners,

If you are unable to attend this Annual General Meeting and wish to appoint a proxy to vote on your behalf we ask you please complete the proxy form included with this Notice and return it to our office, via e-mail or fax, prior to meeting commencement.

If you wish to be on the Committee or would like to nominate a member of the Owners Corporation for the Committee, we have included a Committee nomination form.

Contact Details:

✉ info@strataco.com.au

☎ 03 9328 2822

Managers Professional Indemnity Details

Insurers: CGU
Type of cover: Real Estate Professional Indemnity
Limit: \$5,000,000.00
Policy effective date: 22/05/2019
Policy expiration date: 22/05/2020

Dispute Resolution Report

Complaints made under Division 10:	Nil
The nature of the complaints:	Not applicable
The matters on which action was taken:	Nil
The nature of those matters:	Not applicable
Applications made of alleged breaches of the Act, the Regulations or the Rules:	Nil
The outcome of each action or application:	Not applicable

Penalty Interest Report

In accordance with s29(4) of the Act the Owners Corporation must report to the Annual General Meeting on any decision to waive or not waive the payment of interest in a particular case and the reasons for that decision. Any requests received are noted in the table below:

Lot Number	Amount	Waived/Not Waived	Reason
NIL			

Common Seal

The seal of the Owners Corporation had been affixed to the following document(s) since the last Annual General Meeting: 13 Owners Corporation Certificates

Maintenance Plan

We hold the view that all Owners Corporations should be budgeting for future repairs and collecting funds annually to meet the future cost of expected and unexpected major repairs and capital replacements. This is achieved by establishing a Maintenance Fund Budget.

It is reasonable that Owners should contribute to their proportion of the consumption of the Common Property, services and equipment during their period of ownership. This will ensure that the property is properly maintained throughout its life at the appropriate level and is always seen in its best light.

Activity

Throughout the year we have performed numerous tasks and responded to many queries from Owners.

Quote Requests Sent	65
Work Orders Sent	47
Site Visits	4
Committee Meetings Attended	2
Sent/Emails Received	786
Key/fob Orders Processed	30

The majority of the activities undertaken at the building have been related to actioning items noted in the Roscon defects report. Quotations have been difficult and time consuming to source for the larger part of the works required however the Owners Corporation now has quotations for their consideration. A number of the smaller items have also been quoted and rectified throughout this time.

Other items completed:

- CCTV Signage installed at entrance
- A number of issues with the Car Park Gate have been addressed
- Hot Water System has been replaced
- A number of Leaks have been investigated and attended too – related to the defects report noted above
- Insurance Valuation Completed
- Gutter Clean and Sewage Pipes inspected (no issues)
- Financial Audit Completed
- All Common Area Carpets Steam Cleaned
- Additional Anchor Points installed on the roof (this will benefit future Window Cleaning and also maintenance on the roof and the façade)
- Notices sent to users of the Car Park to clean up Oil Stains left by vehicles
- OH&S report completed and all items identified have been rectified (all minor items)

Feedback

Your Feedback is important to us to ensure we can provide the quality of service that meets or exceeds your expectations.

To that end we appreciate receiving your compliments, complaints and value your suggestions.

Please send your feedback to info@strataco.com.au as we are continually working towards improving our service.



StrataCo

Alex Dacy

Owners Corporation Manager

info@strataco.com.au

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: 632276G

Address: 42 Porter Street, Prahran 3181

Contractor	Service	Term
Melbourne Fire & Maintenance	Testing & Maintenance Fire alarm	Annual
	Testing level 1&2 fire ext/Hose reel/Hydrants	
	Testing E & E lighting	
Otis Elevators	Lift Maintenance	Annual
Eastlink Air	Mechanical Ventilation	Annual
Lumo Energy	Gas supply (common)	Monthly
Origin Energy	Electricity supply (common)	Monthly
Caretaker Italo	Caretaking/Cleaning common areas	Monthly
South East Water	Water Supply Common	Quarterly
MABI Services	Essential serv Qtrly Inspect & Annual Certification	Annual
Whelan Kartaway	Waste management	Monthly
Telstra	Phone	
La Laundry Rentals	Maintain laundry equipment	Annual
StrataCo Pty Ltd	Owners Corporation Management	Annual

from www.land.vic.gov.au on 14 July 2020 09:07 AM

Lot and Plan Number: Lot 15 PS632276

Local Government (Council): STONNINGTON Council Property Number: 68671

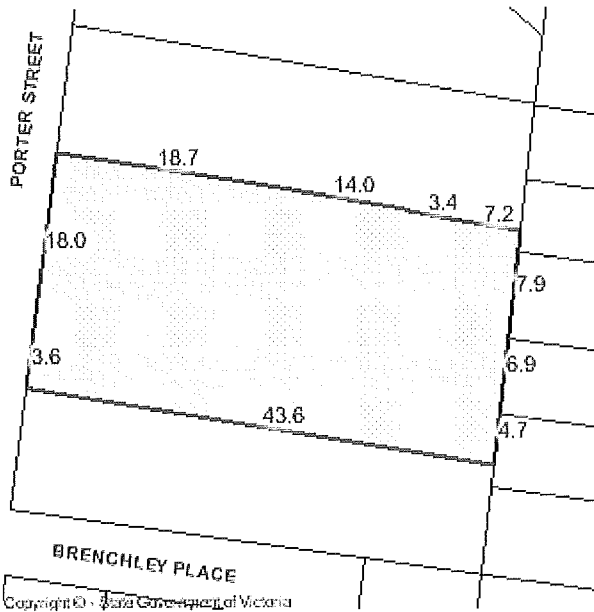
Note: There are 142 properties identified for this site.

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.

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

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



Perimeter: 130 m

 Site boundaries

2 dimensions shorter than 2m not displayed

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

Legislative Council: SOUTHERN METROPOLITAN

Utilities

Melbourne Water Retailer: South East Water

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

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Planning Zone Summary

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

Planning Overlay: None

Planning scheme data last updated on 10 June 2020.

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

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

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

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

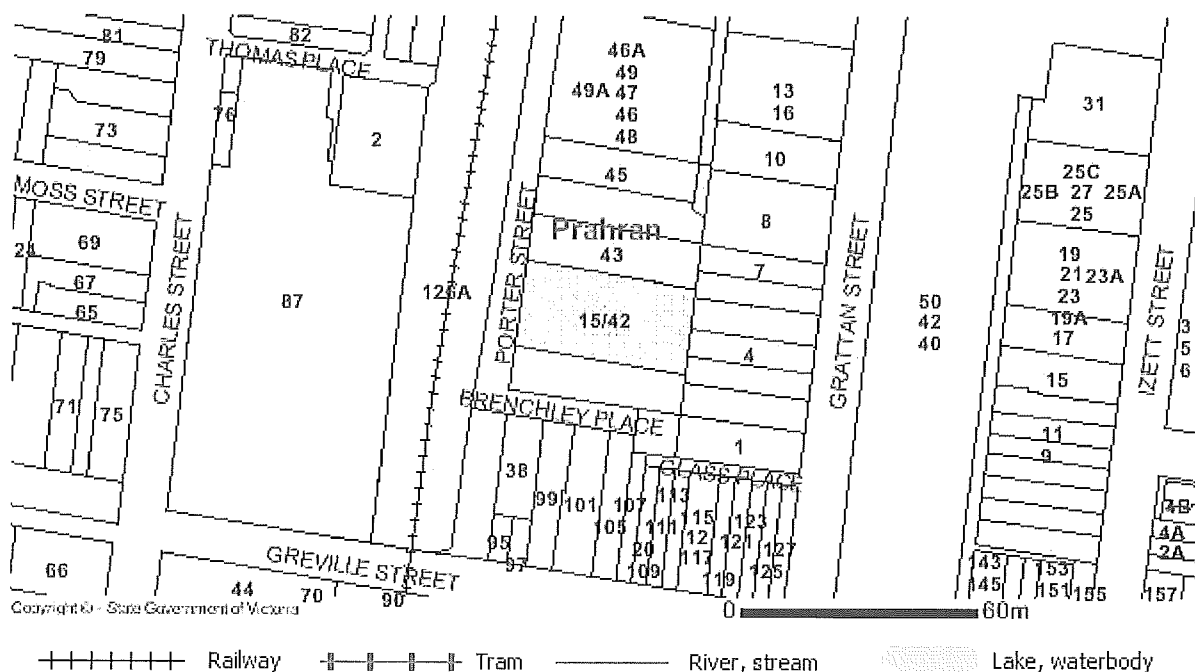
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 14 July 2020 09:10 AM

PROPERTY DETAILS

Address: **15/42 PORTER STREET PRAHRAN 3181**
Lot and Plan Number: **Lot 15 PS632276**
Standard Parcel Identifier (SPI): **15\PS632276**
Local Government Area (Council): **STONNINGTON**
Council Property Number: **68671**
Planning Scheme: **Stonnington**
Directory Reference: **Melway 2L G10**

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](#)

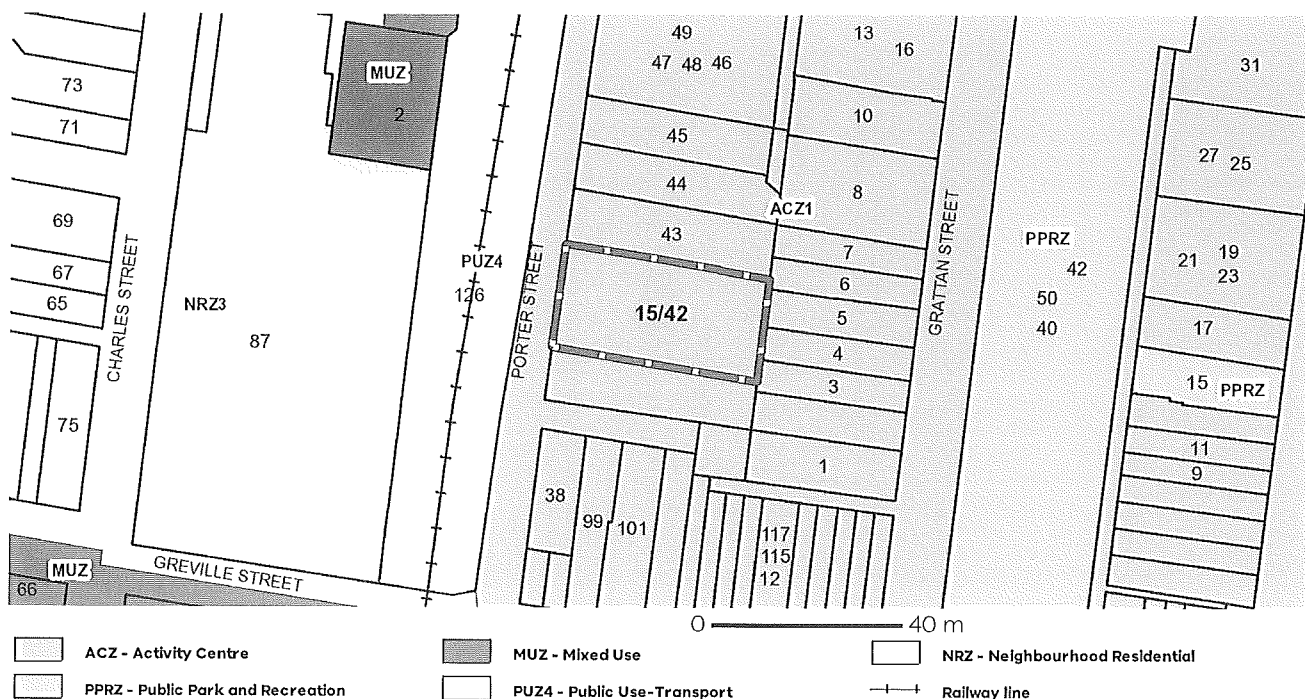
STATE ELECTORATES

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 PROPERTY REPORT



Environment,
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Planning Overlay

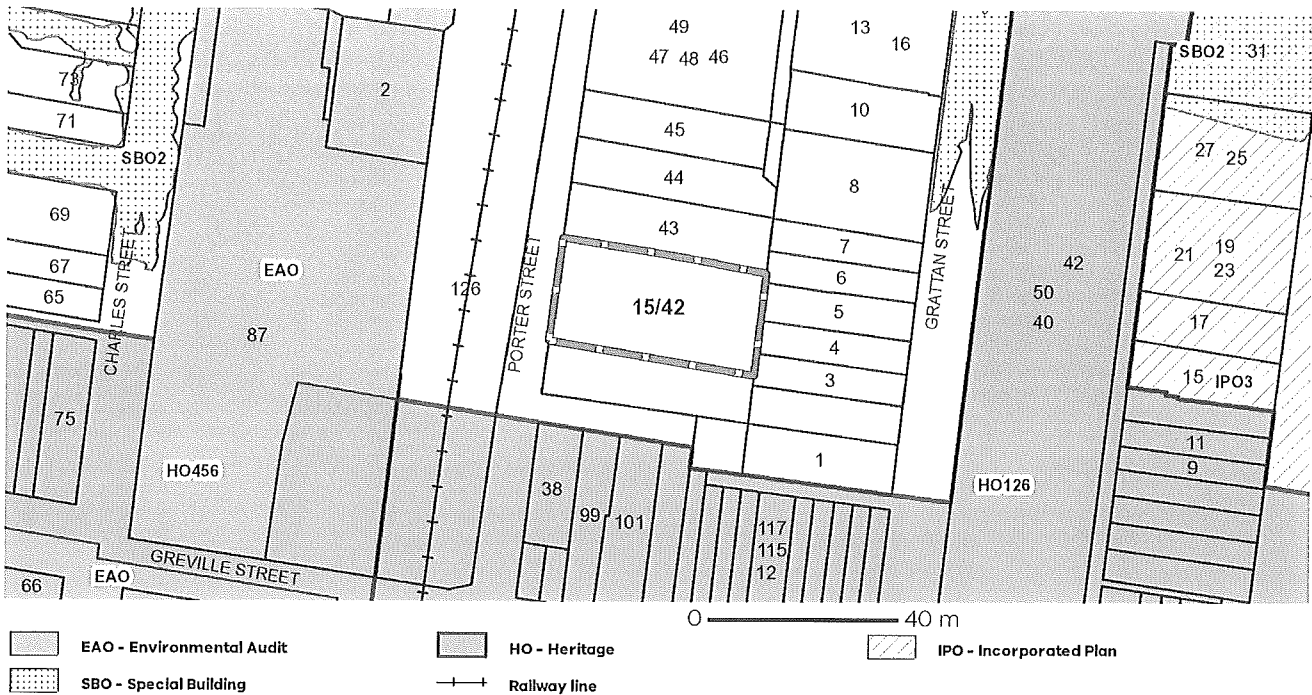
None affecting this land - there are overlays in the vicinity

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)

INCORPORATED PLAN OVERLAY (IPO)

SPECIAL BUILDING OVERLAY (SBO)



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

Further Planning Information

Planning scheme data last updated on 9 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>

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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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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