



CONTRACT OF SALE OF REAL ESTATE

VENDOR: Nicholas John Morrey

PROPERTY: Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053

**Moreland Conveyancing
526 Sydney Road
BRUNSWICK VIC 3056
(PO Box 486 Brunswick 3056)
Telephone: 03 9380 9388 Fax: 03 9380 9588**

**Ref: Chris Healy 23847
Email: chris@conveymore.com.au**

CONTRACT OF SALE OF REAL ESTATE

COPYRIGHT AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC DIV) 2018



PROPERTY ADDRESS: Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

IMPORTANT NOTICE TO PURHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/...../20.....

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

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

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

SIGNED BY THE VENDOR

Nicholas John Morrey

.....on/...../20.....

Print name of person signing.....

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name:	Viva Property					
Address	575 Elizabeth Street, Melbourne 3000					
Email:	zenok@vbivaproperty.com.au					
Tel:	9373 6868	Fax:		Mobile:		Ref: Zeno Kobica

VENDOR

Name:	Nicholas John Morrey
Address:	5 Hope Street Preston West VIC 3072

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Name:	MORELAND CONVEYANCING					
Address	526 Sydney Road (PO Box 486) Brunswick VIC 3056					
Email:	chris@conveymore.com.au					
Tel:	9380 9388	Fax:	9380 9588	Ref:	Chris Healy 23847	

PURCHASER

Name:	
Address	
ABN/ACN:	

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Name:						
Address						
Email:						
Tel:		Fax:		Ref:		

PROPERTY ADDRESS

The address of the property is **Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053**

LAND (General Condition 3)

The land is –

Described in the table below -

Certificate of Title reference				being lot	on plan
Volume	10612	Folio	307	109	PS 423016B
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (General Condition 2.2(f)) (List or attach a Schedule)

Any fixed floor coverings, electric light fittings, window furnishings and fixtures and fittings as inspected and in the condition they are in at the day of sale.

PAYMENT

(General Condition 10)

Price \$ _____

Deposit \$ _____ by _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement
=====

GST (General Condition 13)

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

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

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

SETTLEMENT (General Condition 10)

Is due on / / 20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(General Condition 1.1)

NOT APPLICABLE

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

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to General Condition 23

NOT APPLICABLE

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GUARANTEE and INDEMNITY

I/We, of

And of

being the **Sole Director / Directors** of ACN

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED by the said

)

)

Print Name.....

)

Director (Sign)

in the presence of:

)

)

Witness.....

)

SIGNED by the said

)

)

Print Name.....

)

Director (Sign)

in the presence of:

)

)

Witness.....

)

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

7. Duties Online Settlement Statement

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

8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. Builder Warranty Insurance

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

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

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

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

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

- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:

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

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

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

- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

- 13.7 This general condition will not merge on either settlement or registration.

- 13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or

- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

NOTICE TO PURCHASER

in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

PROPERTY: Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053

VENDOR: Nicholas John Morrey

ABN: N/A

- 1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*.**

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

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

4. Director's Guarantee and Warranty

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

5. Foreign Acquisition

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

6. Foreign Resident Capital Gains Withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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

8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.

- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or

- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

8.12 This special condition will not merge on settlement

9. Swimming Pool

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Statutory Regulations 2006 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

10. Cost of rescheduling settlement

The purchaser must pay to the Vendor on the Due Date on an indemnity basis the Vendor's cost incurred each time a scheduled settlement is rescheduled at the request of the Buyer or because of its default and which costs are agreed will be \$300.00 payable to the Vendor's representative at settlement.

11. Duty Indemnity

The Purchaser must keep the Vendor indemnified against liability of each description under the Duties Act 2000 relating to this Contract, any substitute contract of sale and the instrument of transfer of conveyance of the property.

12. Stamp Duty: Purchasers Buying Unequal interests

- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner or conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 12.4 This Special Condition will not merge on completion.

13. Default

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay. In addition to the interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;

- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement
- (c) Accommodation expenses necessarily incurred by the vendor.
- (d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;
- (e) A fee for rescheduling settlement on the day of settlement or after set at \$300 per reattendance;
- (f) Penalties payable by the Vendor to a third part through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under the Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

14. Service

General condition 17 is replaced with the following:

- 14.1. Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 14.2. A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 14.3. A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 14.4. Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- 14.5. The expression "document" includes "demand" and "notice", and "service" includes "give" in this Contract.

15. Warranty

The Vendor gives no warranty as to the condition of the land or improvements erected on it and the Purchaser acknowledges

15.1 having inspected the land and improvements, and

15.2 that the improvements are deemed to comply with all relevant Building Services Statutes and all subordinate legislation thereunder including the Victorian Building Regulations and Council By-laws.

16. Land

The purchaser admits that the land as offered for sale and inspected is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or claim upon the vendor to amend title or to bear all or any part of the costs of doing so.

17. Orders and Notices

The purchase shall at their own expense comply with all orders and notices (other than those relating to current rates) served on or after the date of this Contract in respect of or in connection with the land hereby sold and the purchaser shall assume liability arising therefrom and indemnify the Vendor against such liability.



VENDORS STATEMENT

VENDOR: Nicholas John Morrey

PROPERTY: Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053

**Moreland Conveyancing
526 Sydney Road
BRUNSWICK VIC 3056
(PO Box 486 Brunswick 3056)
Telephone: 03 9380 9388 Fax: 03 9380 9588**

**Ref: Chris Healy 23847
Email: chris@conveymore.com.au**

Vendors Statement to the Purchaser of Real Estate

Pursuant to Section 32 of the Sale of Land Act ("the Act")

VENDOR **Nicholas John Morrey**

PROPERTY **Unit 13/Level 1, 109 Lygon Street, Carlton VIC 3053**

1. Financial matters

1.1. Particulars of any Rates, Taxes, Charges or Other Similar Outgoings and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- Are contained in the attached certificate/s

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

- None to the Vendors knowledge

1.3 Terms Contract

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

- Not applicable

1.4 Sale Subject to Mortgage

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

- Not applicable

2. Insurance details in respect of the land

2.1 Damage and Destruction

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

- Not applicable

2.2 Owner Builder

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

- Not applicable

3. Matters relating to 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)
 - See attached copies of title documents.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are
 - To the best of the Vendor's knowledge there is no existing failure to comply with the terms, of any easement, covenant or similar restriction. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Designated Bushfire Prone Area

- This land **IS NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

3.3 Road Access

- There is access to the property by road

3.4 Planning Scheme

- Attached is a certificate with the required specified information.

4. Notices made in respect of land

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 property of which the vendor might reasonably be expected to have knowledge:

- Unless contained in the attached certificate/s and all statement/s none to the Vendors knowledge. However, the Vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

Whether there are 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:

- Unless contained in the attached certificate/s and all statement/s the Vendor is not aware 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.

4.3 Compulsory Acquisition

Particulars of any notice of intention to acquire served under section 6 of the **Land Acquisition and Compensation Act 1986**.

- Unless contained in the attached certificate/s and all statement/s none to the Vendors knowledge.

5. Building Permits

Particulars of any building permit issued during the past seven years under the **Building Act 1993** (where the property includes a Residence):

- Not applicable

6. Owners Corporation

Particulars of the Owners Corporation within the meaning of the **Owners Corporations Act 2006**

- Copy of the Owners Corporation Certificate is attached in respect of the land under section 151 of the **Owners Corporations Act 2006**
- Copy documents specified in section 151(4)(b)(i) and (iii) of the **Owners Corporations Act 2006** accompany the Owners Corporation Certificate under the Act.
- Is contained in the attached certificate/s

7. Growth areas infrastructure contribution

- Not applicable

8. Disclosure of non-connected services

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

- electricity supply - available
- gas supply – not connected
- water supply
- sewerage
- telephone services not connected

The Vendor reserves the right to have some or all of the services listed above disconnected prior to settlement. Any costs of reconnection will be paid by the Purchaser. The Purchaser assumes responsibility for the transfer of services into the name of the Purchaser and the Vendor makes no representation in relation to the status of the services after the day of sale.

Warning to the Purchaser: You should check with the appropriate Authorities as to the availability, and costs, of providing any essential service not connected to the Property. If any of the above services are not connected at the time of sale and it is described as being connected in the Vendors Statement then the Purchaser indemnifies the Vendor from any claims, actions, suits or demands for any utility not connected prior to or after Settlement whatsoever.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the **Transfer of Land Act 1958**, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of -
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision -
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Disclosure of Energy Information

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

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

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

11. Due Diligence Checklist

*(The Sale of Land Act 1962 provides that the vendor or the vendors 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 vendors statement but the checklist maybe attached as a matter of convenience.)*

- Is attached

The day of this Statement is the

day of

20

Signed by the Vendor.....


Nicholas John Morrey

.....

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

The day of this Statement is the

day of

20

Signed by the Purchaser.....

.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

Page 1 of 1

VOLUME 10612 FOLIO 307

Security no : 124088075673C
Produced 11/02/2021 04:37 PM

LAND DESCRIPTION

Lot 109 on Plan of Subdivision 423016B.
PARENT TITLES :
Volume 08934 Folio 376
Volume 08972 Folio 476 to Volume 08972 Folio 477
Volume 10611 Folio 883
Created by instrument PS423016B 01/11/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NICHOLAS JOHN MORREY of 5 HOPE STREET PRESTON WEST VIC 3072
AQ924250N 16/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS423016B 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 13 LEVEL 1 109 LYGON STREET CARLTON VIC 3053

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS423016B

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	PS423016B
Number of Pages (excluding this cover sheet)	9
Document Assembled	11/02/2021 16:41

Copyright and disclaimer notice:

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

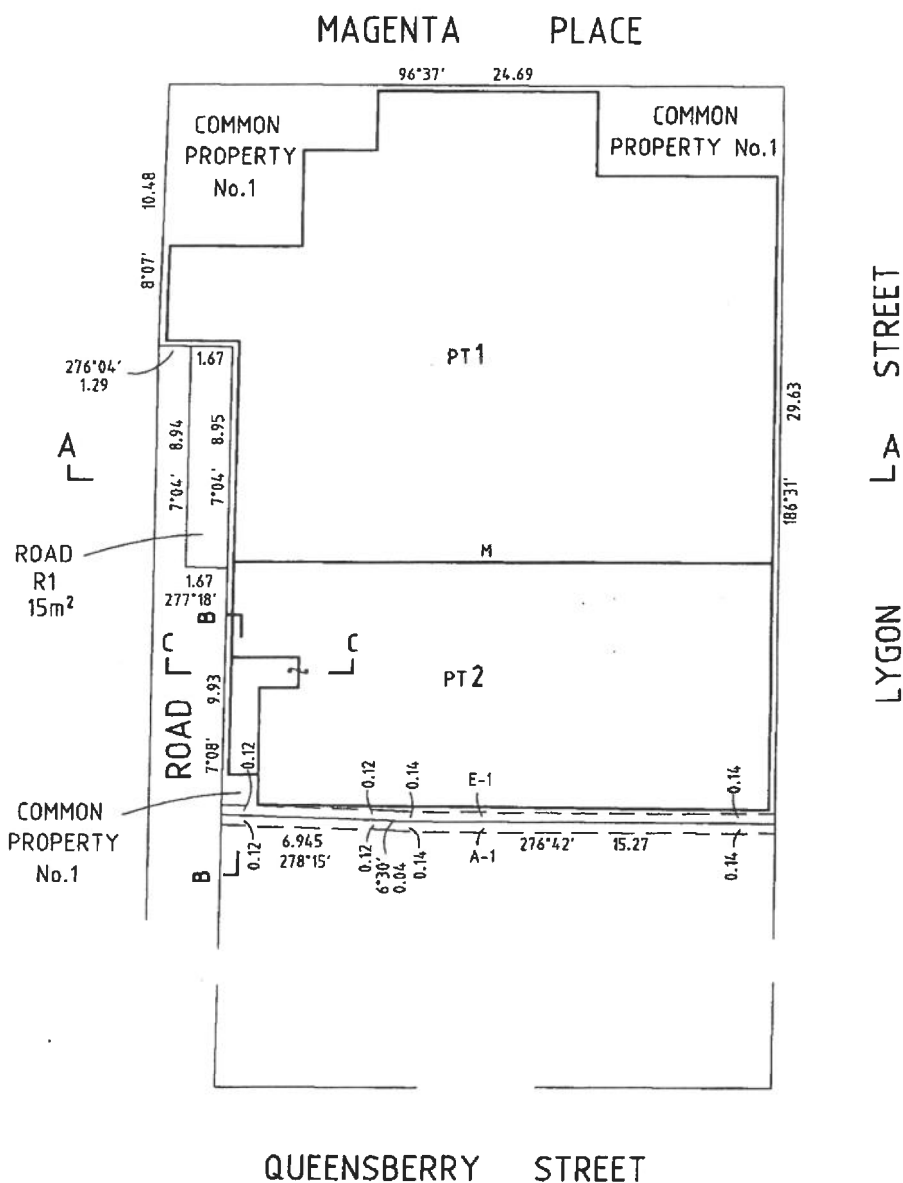
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 2	Plan number PS 423016 B				
LOCATION OF LAND Parish: JIKA JIKA Township: - Section: 22D AT CARLTON Crown Allotment: 1 (PART) Crown Portion: - LTD Base Record: CHART 303 Title References: VOL. 8934 FOL. 376 VOL. 8972 FOL. 476 VOL. 8972 FOL. 477 Last Plan Reference: LP 95032 (LOT 1) APPN 22133 Postal Address: 101 LYGON STREET, (At time of subdivision) CARLTON AMG Co-ordinates: E 320 850 ZONE: 55 (of approx centre of land in plan) N 5 813 750		COUNCIL CERTIFICATION AND ENDORSEMENTS COUNCIL NAME: MELBOURNE CITY COUNCIL REF: TR 18/1139(1752) 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 of the 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 24 / 10 / 01 Re-certified under Section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /						
VESTING OF ROADS AND/OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>CITY OF MELBOURNE</td> </tr> </tbody> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	CITY OF MELBOURNE	NOTATIONS STAGING This is/is not a staged subdivision. Planning permit No. DEPTH LIMITATION DOES NOT APPLY BOUNDARIES BOUNDARIES DEFINED BY BUILDING ARE SHOWN BY THICK CONTINUOUS LINES. LOCATION OF BOUNDARIES DEFINED BY BUILDING MEDIAN : THOSE BOUNDARIES MARKED 'M' INTERIOR FACE : ALL OTHER BOUNDARIES COMMON PROPERTY COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT FOR THE LAND CONTAINED IN LOTS 1, 2, 3, 101-122 AND 210-216, S2 AND INCLUDES ANY SUPPORTING PILLARS AND SERVICE DUCTS NOT SHOWN ON THIS PLAN. LOT NUMBERS LOTS 4-100 AND 123-200 HAVE BEEN OMITTED FROM THIS PLAN. SURVEY THIS PLAN IS/ IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.		
IDENTIFIER	COUNCIL/BODY/PERSON							
ROAD R1	CITY OF MELBOURNE							
EASEMENT INFORMATION LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement(Road) SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE: 26 / 10 / 2001				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	THIS IS AN LR COMPILED PLAN CHECKED 03/01/03 Greg Newman Assistant Registrar of Titles SHEET 1 OF 8 SHEETS			
A-1	PARTY WALL	SEE DIAG.	LP 95032	LOT 1 ON LP 95032				
E-1	PARTY WALL	SEE DIAG.	LP 95032	LOT 2 ON LP 95032				
C.W.B. VAUGHAN & ASSOCIATES P/L PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS 13 STEWART STREET, MT. WAVERLEY, VIC. 3149 PH: 9887 9366 FAX: 9887 9683				LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN SIGNATURE..... DATE / / REF 98067/1 VERSION H DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3				

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 423016 B
---------------------	-----------	----------------------------

DIAGRAM 1

GROUND LEVEL &
GROUND STOREY



C.W.B. VAUGHAN & ASSOCIATES P/L
PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS



13 STEWART STREET,
MT. WAVERLEY, VIC. 3149
PH: 9887 9366 FAX: 9887 9683

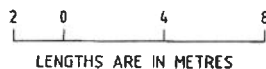
ORIGINAL

SCALE

SCALE

SHEET
SIZE
A3

1 : 200



LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN

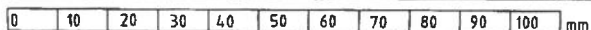
SIGNATURE..... DATE / /

REF 98067/1

VERSION H

SHEET 2 OF 8 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

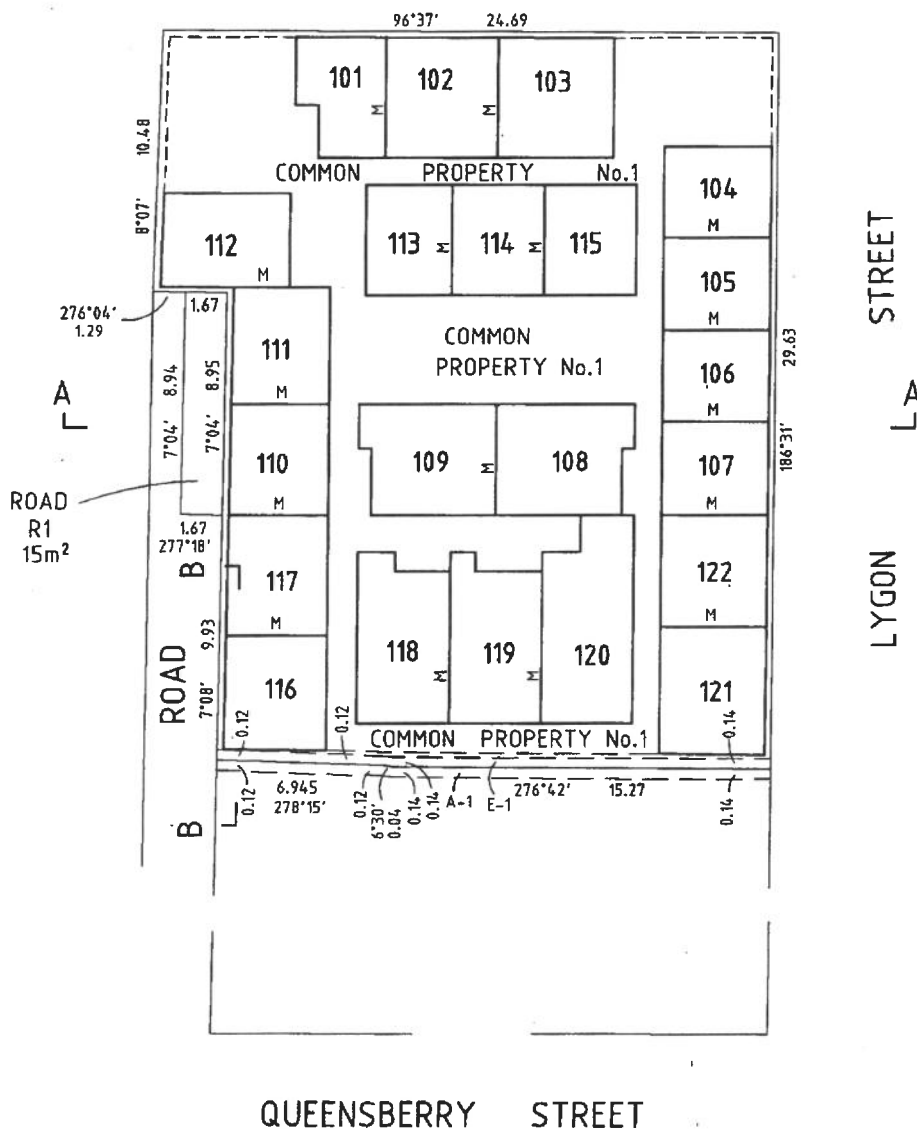
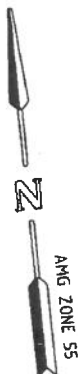
STAGE No.

PLAN NUMBER
PS 423016 B

DIAGRAM 2

FIRST STOREY

MAGENTA PLACE



C.W.B. VAUGHAN & ASSOCIATES P/L
PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS



13 STEWART STREET,
MT. WAVERLEY, VIC. 3149
PH: 9887 9366 FAX: 9887 9683

ORIGINAL

SCALE

SCALE
1 : 200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN

SIGNATURE..... DATE / /

REF 98067/1 VERSION H

SHEET 3 OF 8 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 mm

PLAN OF SUBDIVISION

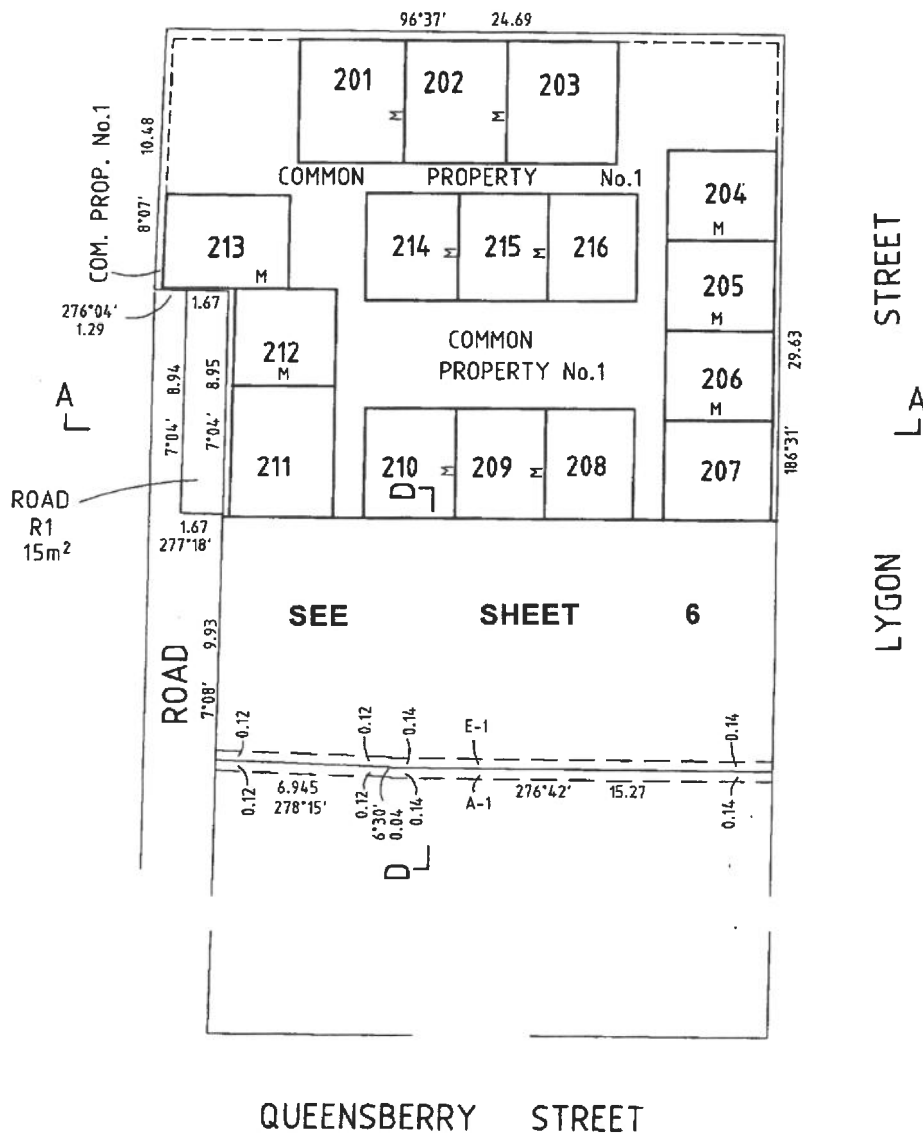
STAGE No.

PLAN NUMBER
PS 423016 B

DIAGRAM 3

TOPMOST STOREY

MAGENTA PLACE



C.W.B. VAUGHAN & ASSOCIATES P/L
PROJECT/CONSULTING ENGINEERS • LICENSED SURVEYORS



13 STEWART STREET,
MT. WAVERLEY, VIC. 3149
PH: 9887 9366 FAX: 9887 9683

ORIGINAL

SCALE

SCALE
1 : 200

SHEET
SIZE
A3

2 0' 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN

SIGNATURE..... DATE / /

REF 98067/1 VERSION H

SHEET 4 OF 8 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 mm

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 423016 B

DIAGRAM 4

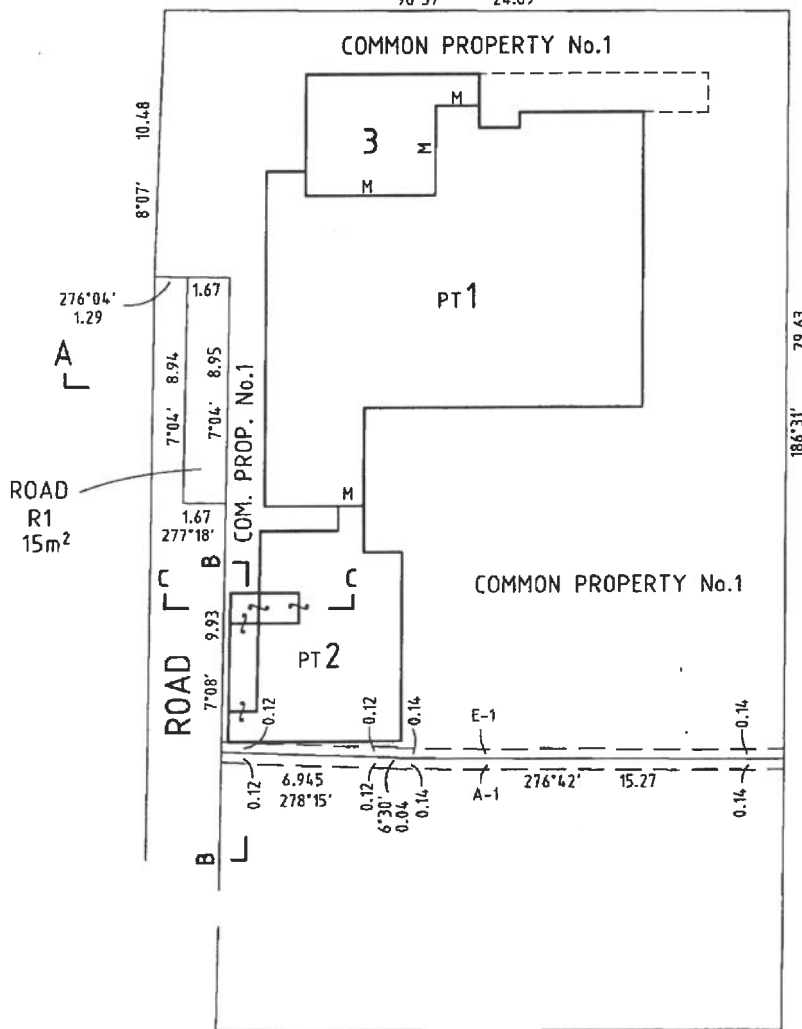
BASEMENT



MAGENTA PLACE

96°37' 24.69

COMMON PROPERTY No.1



QUEENSBERRY STREET

C.W.B. VAUGHAN & ASSOCIATES P/L
PROJECT/CONSULTING ENGINEERS * LICENSED SURVEYORS



13 STEWART STREET,
MT. WAVERLEY, VIC. 3149
PH: 9887 9366 FAX: 9887 9683

ORIGINAL

SCALE

SCALE
1 : 200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) BRIAN J. SULLIVAN

SIGNATURE..... DATE / /

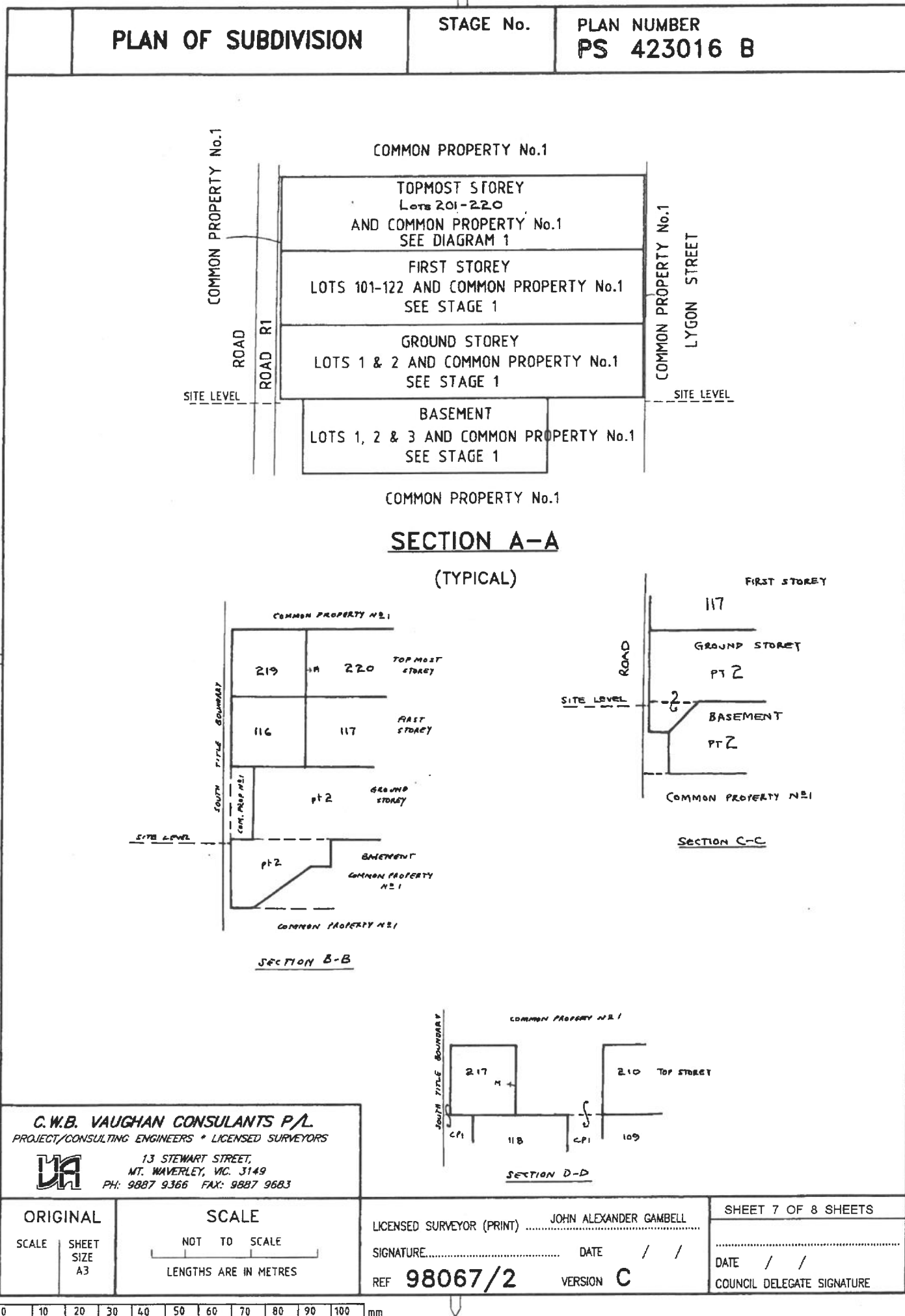
REF 98067/1 VERSION H

SHEET 5 OF 8 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 mm



PS423016B

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

**RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN
MASTER PLAN (STAGE 1) REGISTERED DATE 1/11/01 TIME 12.37PM
WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.**

PLAN NUMBER

PS423016B

[illegible]

Property Report from www.land.vic.gov.au on 17 March 2021 08:46 AM

Address: UNIT 13/109 LYGON STREET CARLTON 3053 (LEVEL 1)

Lot and Plan Number: Lot 109 PS423016

Standard Parcel Identifier (SPI): 109\PS423016

Local Government (Council): MELBOURNE **Council Property Number:** 570883

Directory Reference: Melway 2B F10

Note: There are 45 properties identified for this site.

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

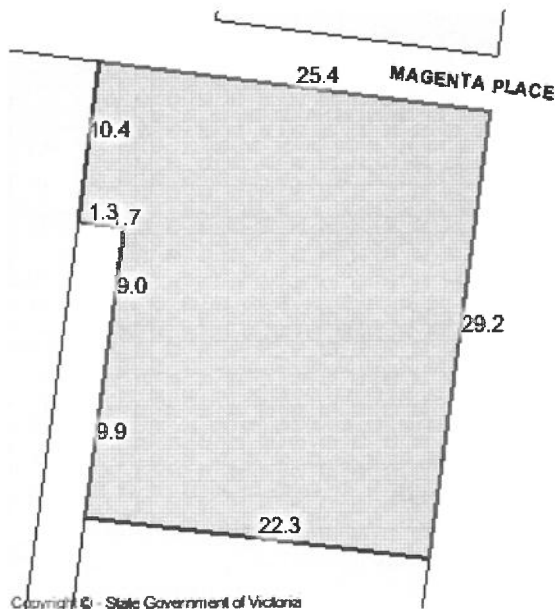
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



Area: 685 sq. m

Perimeter: 109 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: MELBOURNE

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 47 (DDO47)

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO1)

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 12 SCHEDULE (PO12)

Planning scheme data last updated on 11 March 2021.

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](#)

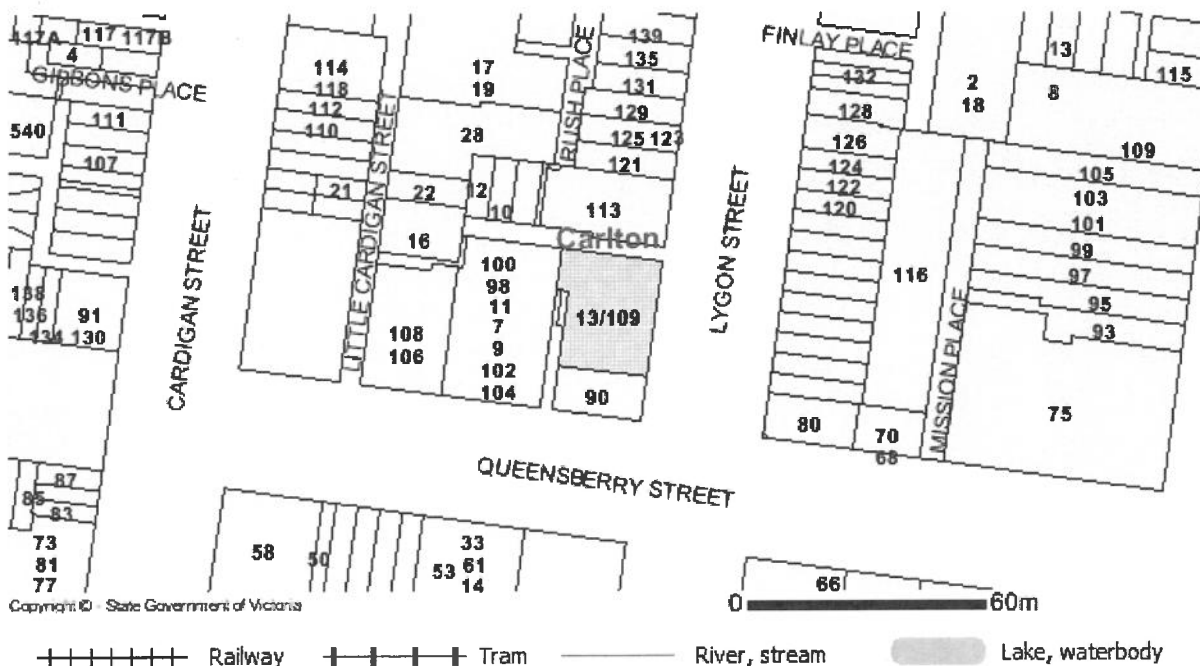
The Planning Property Report includes separate maps of zones and overlays

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 on 17 March 2021 08:47 AM

PROPERTY DETAILS

Address: **UNIT 13/109 LYGON STREET CARLTON 3053 (LEVEL 1)**
Lot and Plan Number: **Lot 109 PS423016**
Standard Parcel Identifier (SPI): **109\PS423016**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **570883**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2B F10**

www.melbourne.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **CITIPOWER**

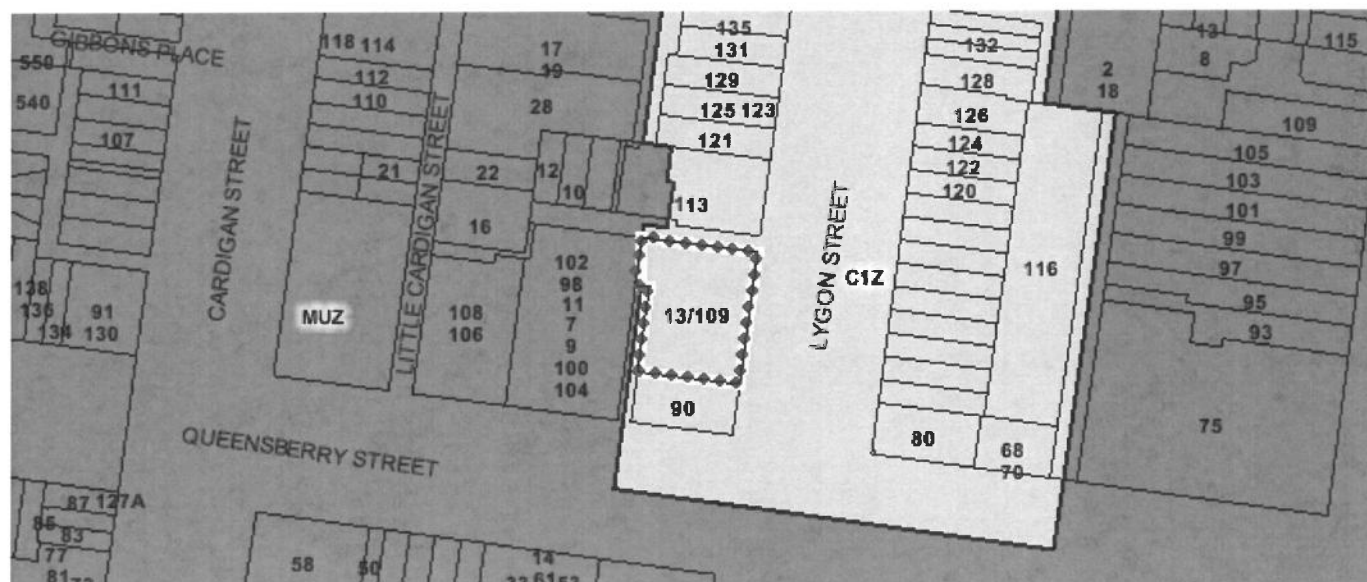
STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

Planning Zones


COMMERCIAL 1 ZONE (C1Z)


SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



Copyright © - State Government of Victoria

0 50m

 C1Z - Commercial 1

 MUZ - Mixed Use

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

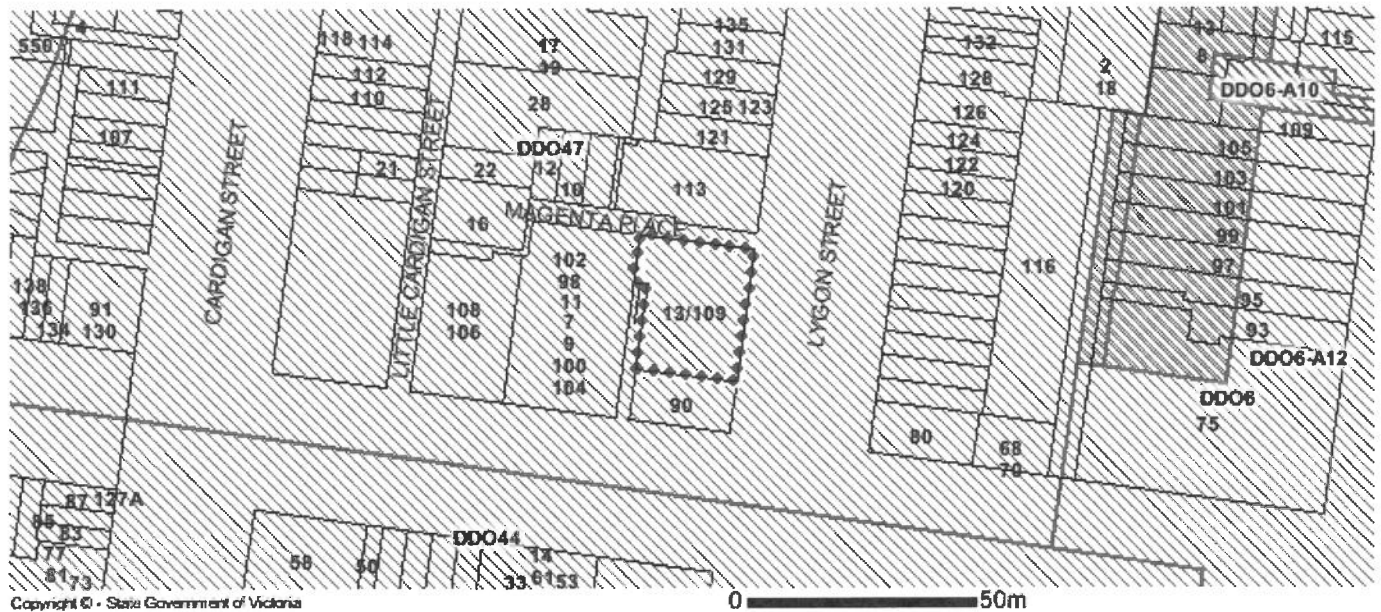
PLANNING PROPERTY REPORT: 13/109 LYGON STREET CARLTON 3053

Page 1 of 4

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 47 (DDO47)

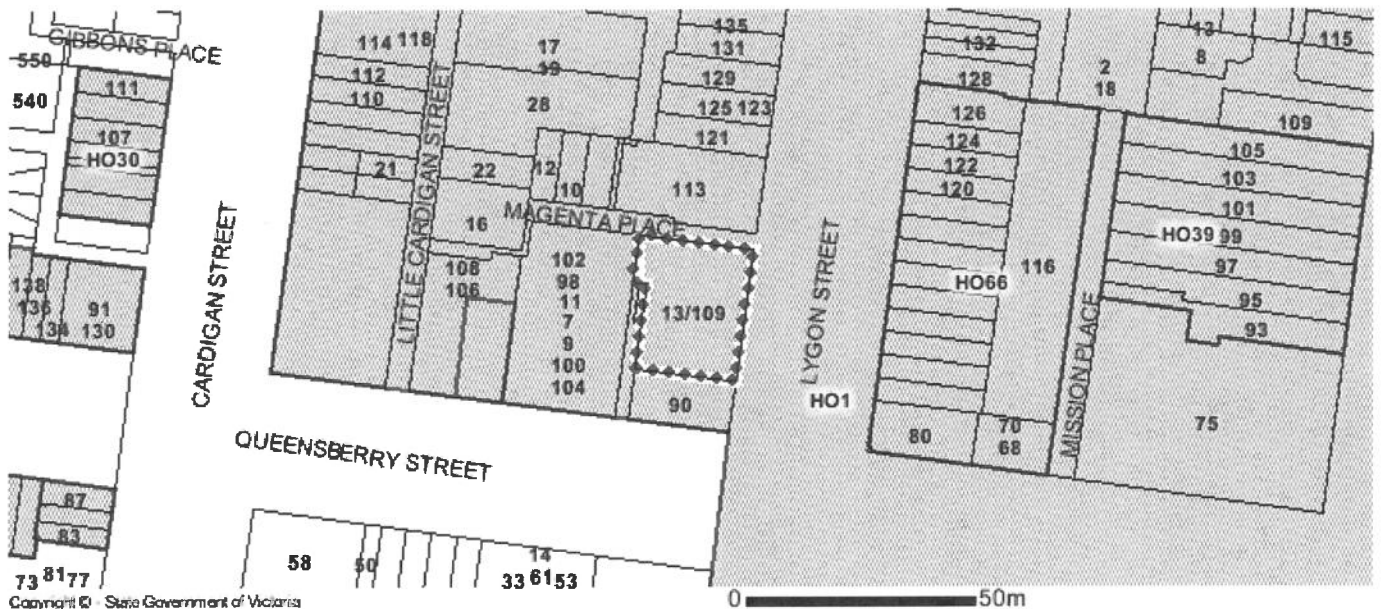


DDO - Design and Development

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO1)



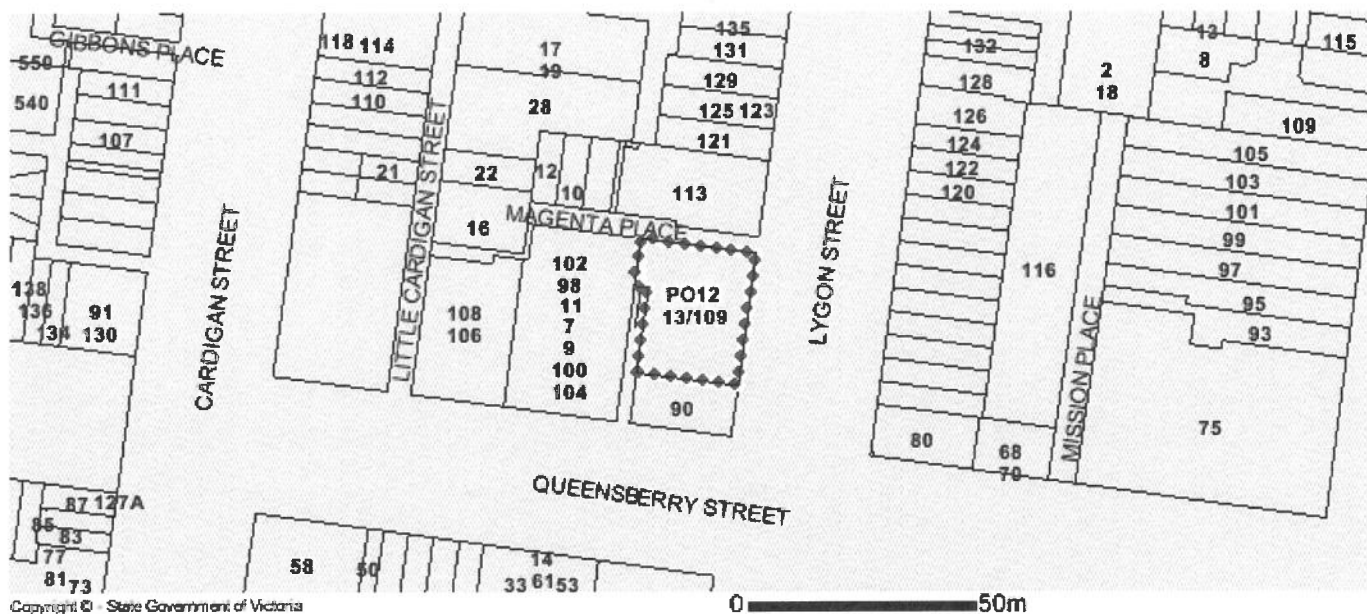
HO - Heritage

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

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 12 SCHEDULE (PO12)



PO - Parking

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 11 March 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

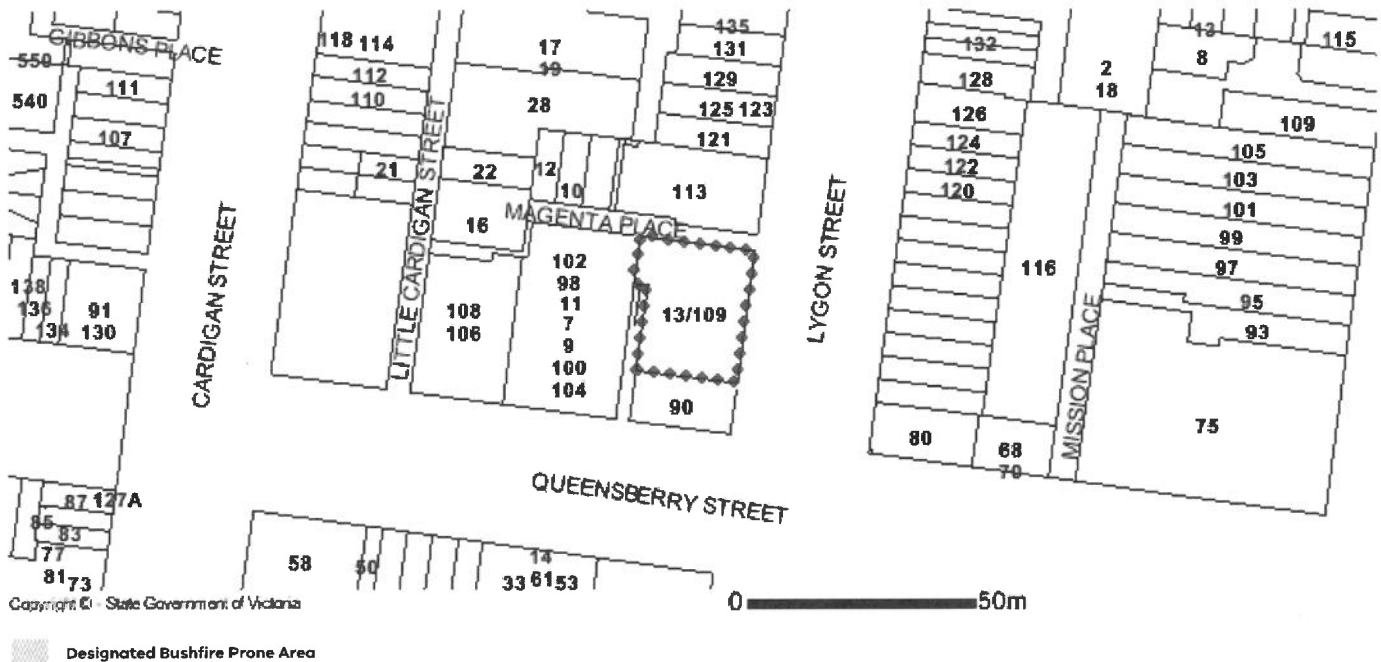
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

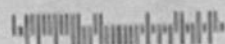
Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

City of Melbourne
GPO Box 258 Melbourne 3001
ABN 55 120 29 287



Rate Instalment Notice Instalment 2 2020 - 2021



028 10258

N J Morrey
32 Moores Rd
MONBULK VIC 3793

Assessment no. 51215 2

Date of issue 4 Nov 2020

QUESTIONS?

Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9558 9658
Business hours, Monday to Friday

DUE DATE

30 Nov 2020

AMOUNT DUE

\$115.20

Property Unit 13, Level 1, 109 Lygon Street, CARLTON VIC 3053

Current Instalment

\$115.20

As per agreement, \$115.20 will be deducted from your nominated account on 30 November 2020.

Payments included to 30 Oct 2020.

Payment methods

Assessment no. 51215 2



Biller code: 79616
Ref: 10612152

Use this payment via internet or phone banking.
See 'View' - view and pay the bill using internet banking.
See 'View Registration No.' 10612152
Credit cards not accepted.



Credit cards not accepted.
Pay in store at Australia Post.



*875 0891 0000000010512152 47

Property Unit 13, Level 1, 109 Lygon Street, CARLTON VIC 3053



Direct debit Credit cards not accepted.
To apply call 03 9558 9658 or visit
melbourne.vic.gov.au/rates



MasterCard or Visa
Credit card payments will attract an
additional fee being the recovery of
financial institution charges.

Please tick the amount you are paying
in the box below.

Due Date 30 Nov 2020
Amount Due \$115.20



Telephone 1300 130 453



Internet melbourne.vic.gov.au/rates



By mail
City of Melbourne
GPO Box 1839 Melbourne 3001
Council will not be responsible for late
postal deliveries.



In person
Melbourne Town Hall
90-130 Swanton St, Melbourne 3000
Business hours, Monday to Friday.
Cash payments not accepted.
Card payment available.

+10051215200000>

+000891+

<0000000000>

<0000011520>

+444+



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 2899 5131

DATE OF ISSUE - 11/02/2021

APPLICATION NO.

923255

LANDATA COUNTER SERVICES

YOUR REF.
45370250-022-2

SOURCE NO. 99904685210

PROPERTY: UN 13/109 LYGON STREET CARLTON VIC 3053

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two hundred and eighty three dollars and eighty six cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	26.08
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	52.70
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	63.15
TOTAL	646.74			504.81	141.93

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	141.93
Volumetric charges owing to 6/11/2020.	0.00
Adjustments	0.00
Current amount outstanding	141.93
Plus remainder service charges to be billed	141.93
BALANCE including unbilled service charges	283.86

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1250 2899 5131



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 2899 5131

DATE OF ISSUE - 11/02/2021

APPLICATION NO.

923255

The Account is paid by the Automatic Account Payment Facility. To cancel this available facility, please advise City West Waters Direct Debit Section, Locked Bag 350, Sunshine, 3020 or by Fax to 9313-8522.

Please note the water meter on this property was last read on 6/11/2020.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 6/11/2020 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.08 per day
Sewerage Disposal Charge	\$0.02 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 6/11/2020 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 2899 5131

DATE OF ISSUE - 11/02/2021

APPLICATION NO.

923255

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West
Water™

Encumbrance Plan

99 LYGON STREET CARLTON 3053

Application No. 923255



LEGEND

●	Circular Manhole	—	Recycled Water Main	—MW-SW	MW Sewer Main
□	Inspection Shaft	—MW-BR-CH	MW Channel	—MW-AGW	MW Abandoned Sewer Main
—	Sewer Main	—MW-BR-AGH	MW Abandoned Channel	—MW-W5-	MW Water Main
x-x	Abandoned Sewer Main	—MW-BR-NW	MW Natural Waterway	—MW-AWE-	MW Abandoned Water Main
—	Water Main	—MW-BR-UG	MW Underground Drain	■	MW Manhole
x-x	Abandoned Water Main	—MW-BR-AUG	MW Abandoned Underground Drain	■	MW Abandoned Manhole



Date: 11/02/2021

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



CHRIS HEALY

Your Reference: LD:45370250-009-3.23847

Certificate No: 42366313

Issue Date: 12 FEB 2021

Enquiries: ESYSPROD

Land Address: UNIT 13, LEVEL 1, 109 LYGON STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29077602	109	423016	10612	307	\$0.00

Vendor: NICHOLAS JOHN MORREY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR NICHOLAS JOHN MORREY	2021	\$42,000	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

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

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: \$165,000

SITE VALUE: \$42,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 42366313

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$42,000

Calculated as \$0 plus (\$42,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 42366313

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: 42366313

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

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Number 423016B

Property Lot 109, 109 Lygon Street CARLTON

Vendor Mr Nicholas Morrey

Applicant Moreland Conveyancing

Reference

This certificate is issued for lot 109 Plan No. 423016B

The postal address of which is 711 High Street, Kew East VIC 3102

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on 26/02/2021. You should obtain a new certificate immediately prior to settlement for current information.

1. The present fees for the above Lot are \$1814 commencing 01/11/2020 paid Quarterly. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount
01/11/2020	\$317.00
01/02/2021	\$499.00
01/05/2021	\$499.00
01/08/2021	\$499.00
Total	\$1814

2. The fees are paid up until 30/04/2021. If settlement should occur on or after any due date the next fee instalment will also be due and payable plus a top up fee if the budget increased at the AGM.

3. Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.

The sum displayed is only accurate on the date of issue of this Certificate. The details provided below can be used to make payment electronically, however it is essential that the amount is confirmed on the day of settlement.



Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162
Payments by Credit Card do not require registration and a surcharge may apply.



Biller Code: 96503

Ref: 222635047 311244

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

Struck Date	Due Date	Amount	Details

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

6. The owners corporation has the following insurance cover in its primary insurance policy:

Policy No	Insurer	Type	Sum	Premium
CS0005603 12/05/2020 - 12/05/2021	CHU Underwriting Agencies	Building/Common Property	\$8,080,000.00	\$10,387.64
		Public Liability	\$20,000,000.00	

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act. Where the owners corporation has done so, the date the resolution was made is N/A

8. The total funds held by the owners corporation as at 26/02/2021:

Administrative Fund	Maintenance Fund	Total
\$78,378.30	\$-7,463.04	\$70,915.26

9. The Owners Corporation does not have liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

10. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows: None known of, as at this stage.

11. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows: Nil

12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? Nil

13. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows: Nil

14. The Owners Corporation has resolved to appoint Seldev Pty Ltd t/as Select Strata Communities, as manager.

15. No proposal has been made for the appointment of an administrator.

16. Other information:

17. The following documents are attached:

a. Copy of the Minutes of the last AGM

b. Copy of any Consolidated Rules

c. Schedule 3 - *Statement of Advice and Information for Prospective Purchasers and Lot Owners.*

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to request a written update of the fee status prior to settlement of the property. Please note that all requests must be made in writing. As this certificate is only valid on the day it is dated and therefore subject to change, we do reserve the right to decline provision of an update. Reasons may include the age of the certificate, the conduct of a meeting or other material fact that changes the information in this certificate.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

26/02/2021

Prepared By:

Andrew LeFevre

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Andrew LeFevre

Ph: 03 9862 3755 Fax: 03 9862 3708
andrewl@selectsc.com.au

Common Seal of Plan No 423016B



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

MINUTES OF ANNUAL GENERAL MEETING OWNERS CORPORATION PLAN NO: 423016B

109 Lygon Street, Carlton 3053

The meeting was held via Zoom on Thursday, 3 December 2020 at 4.00 pm

Present:	R Suryadi – Suryadi Pty Ltd Trustee for Suryadi Family Trust A G Wise and Ann Reid J Vigushin Dr S Trehan M Costanzo	Lot 102, 103 Lot 105,121,217,218 Lot 203, 206 Lot 120 Lot 204
In Attendance:	Glazel Cedillo of Select Strata Communities.	
Apologies:	None	
Proxies:	R Thomas proxy on behalf of - N Morrey	Lot 109

Quorum: Pursuant to Owners Corporation Act 2006, Part 4, Section 78 a **Quorum was not reached**.
The meeting proceeded but all decisions are interim decisions which will become decisions of the Owners Corporation if no notice of a special general meeting is given within 29 days of the meeting.
Notice: The effect of Section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made, but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period. In effect it is possible for an interim decision not to be acted on for up to 56 days.

1.Chair of the meeting:	It was resolved to appoint Glazel Cedillo to act as Chairman of the Meeting, with consideration to Section 79 of the Owners Corporation Act 2006. <div style="text-align: right;">Motion Carried</div>
2.Minutes of the previous AGM:	It was resolved that the Minutes of the Annual General Meeting held on 28 November 2019 as distributed with the Notice of Meeting be confirmed as a true and accurate account of proceedings at that meeting. Correction made - A G Wise was not present at the 2019 AGM. <div style="text-align: right;">Motion Carried</div>
3.Committee Report:	No formal Committee Report was submitted
4.Manager's Report and Financial	4.1 It was resolved to adopt the Manager's Report as tabled and attached in the Notice of Meeting. 4.2 It was resolved to adopt the Financial Statement and Balance ending 31 October 2020.

Statement	<p>4.3 Notwithstanding the manager's recommendation it was resolved to NOT raise a deficit Levy for the year ending 31 October 2020.</p> <p>Moved: A Read Seconded: M Costanzo Motion Carried</p>								
5. Committee of Management	<p>IT WAS RESOLVED to elect the following Committee Members for the year ending 31 October 2021.</p> <table border="0"> <tr> <td>A Read</td><td>Lot 105</td></tr> <tr> <td>N Morrey</td><td>Lot 109</td></tr> <tr> <td>J Vigushin</td><td>Lot 203</td></tr> <tr> <td>M Costanzo</td><td>Lot 204</td></tr> </table> <p>IT WAS FURTHER RESOLVED to appoint A Read as Chairperson of the Committee and J Vigushin as Secretary.</p> <p>5.1 Grievance Committee IT WAS RESOLVED that the Grievance Committee consist of the Committee of management as listed above.</p> <p>Moved: M Costanzo Seconded: R Thomas Motion Carried</p>	A Read	Lot 105	N Morrey	Lot 109	J Vigushin	Lot 203	M Costanzo	Lot 204
A Read	Lot 105								
N Morrey	Lot 109								
J Vigushin	Lot 203								
M Costanzo	Lot 204								
6. Appointment of Owners Corporation Manager	<p>IT WAS RESOLVED to reappoint Select Strata Communities a further 2 years commencing 3 December 2020. The Manager will send the Contract of Appointment to the committee for signing.</p> <p>Moved: M Costanzo Seconded: R Thomas Motion Carried</p>								
7. Insurance	<p>The Owners Corporation reviewed and confirmed the current strata insurance cover as detailed below.</p> <p style="margin-left: 40px;"> Insurance Company: CHU Underwriting Agencies Policy Number: CS0005603 Premium: \$10,387.64 Renewal Date: 12/05/2021 Building Cover: \$8,080,000.00 Common Area Contents: \$80,800.00 Public Risk Cover: \$20,000,000.00 </p> <p style="margin-left: 40px;"> Voluntary Workers: \$200,000.00 / \$2,000.00 Office Bearers Liability: \$500,000.00 Loss of Rent/Temp Accom: \$1,212,000.00 Fidelity Guarantee: \$100,000.00 Policy Excess: \$500.00 Last Valuation: 22 March 2017 </p> <p>It was RESOLVED by Members that the above cover is deemed to be adequate.</p> <p>7.1 IT WAS FURTHER RESOLVED that the manager has a standing order to renew the policy on its annual anniversary, with the cover to be reviewed at the next AGM.</p> <p>7.2 IT WAS RESOLVED to defer the decision to obtain an Insurance Valuation at the next Annual General Meeting.</p> <p>(*) <u>Note:</u> In the event of a private lot insurance claim the lot owner is responsible for payment of the insurance excess. Similarly, in the event of an Owners Corporation claim, the Owners Corporation is responsible for payment of the insurance excess.</p> <p><i>Manager also highlighted that the owner/tenant/occupier should position contents insurance & public liability insurance within their own lot/s and landlords should position landlords insurance and public liability insurance within their own lot/s as well, as this is NOT covered by the owner's corporation strata insurance policy.</i></p>								

8. Budgets and Reoccurring Charges	<p>8. It was RESOLVED to adopt the proposed budget of \$ 83,406 for the Administration Fund for the period 1 November 2020 – 31 October 2021. Commencing 1 November 2020 on a quarterly basis. Note that an adjustment amounts may be levied to ensure that full amount is collected for the financial period.</p> <p>8.2 It was RESOLVED to adopt the proposed budget of \$ 22,000 for the Maintenance Fund for the year 1 November 2020 – 31 October 2021. Commencing 1 November 2020 on a quarterly basis. Note that an adjustment amounts may be levied to ensure that full amount is collected for the financial period.</p> <p>Moved: M Costanzo Seconded: J Vigushin Motion Carried</p>
9.Arrears and Debt Recovery:	<p>The manager informed members that votes from 'non-financial' lot owners will not be counted. The following were adopted and resolved by members:</p> <p>9.1 Penalty Interest: It was resolved that pursuant to section 29 of the Owners Corporations Act 2006, Members will continue to be charged interest on money owed to the Owners Corporation 30 days after the due date at a rate of interest that is applicable from time to time under Section 2 of the Penalty Interest Rates Act 1983, such interest to apply from the due date.</p> <p>9.2 Debt Recovery: It was resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the <i>Owners Corporations Act 2006</i>, Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.</p> <p>9.3 Legal Proceedings: It was resolved that under sub-section 18 (1) of the Owners Corporations Act 2006, the Owners Corporation authorises the Manager to commence legal proceedings in the Magistrates' Court as required.</p> <p>If a Final Fee Notice is issued to recover arrears, an additional cost of \$72.60 will be added to the lot owner's account.</p> <p style="text-align: right;">Motion Carried</p>
10.Essential Service and Occupational Health & Safety:	<p>10.1 It was RESOLVED by members to continue to monitor the common property for Occupational Health and Safety Hazard and take appropriate action with any changes that may occur.</p> <p>10.2 It was RESOLVED to continue to engage Melbourne Fire and Electrical to inspect and test the Fire and Essential Safety Measure for the building.</p> <p>SMOKE ALARMS <i>Pursuant to the building regulations 1994, all members are reminded to ensure that all units are fitted with <u>working smoke detectors</u> and batteries are <u>changed as per manufacturer's recommendations or at least bi-annually</u>. Smoke detectors should be positioned in hallways or paths of travel outside bedrooms. Please advise your respective rental manager if you are a landlord. <u>This device is the responsibility of the owner to maintain.</u></i></p>
11.Asbestos Survey Report	<p>Not applicable</p>

12.General Business	<p>12.1 BIN ROOM The Manager discussed with members that there has been progress payment made for the upgrade work on the Bin room – work is currently on underway, further progress payment will be made in accordance with the contracted price.</p> <p>12.2 CLEANING Members discussed and raised that the standard of cleaning is unsatisfactory despite having changed companies. It was initially discussed with Sonja that "Lindsay has been advised to ensure the balcony and drains are included".</p> <p>IT WAS RESOLVED for the manager to consult with the caretaker and to ascertain the balcony /drains are included in the scope of work. Manager to reconfirm this with the committee. IT WAS FURTHER RESOLVED for the caretaker to also clean and wash the walls.</p> <p>12.3 COUNCIL TREE – PRUNING Members discussed the need for council to attend to the pruning more frequently to avoid blocking the drainage for the building. Members instructed the Manager to send a letter to the council informing of such request and to prune the trees on a more frequent basis.</p> <p>12.4 DOOR LOCK It was raised by a member that the front door, dock not lock accordingly. IT WAS RESOLVED for the manager to attend to the issue and have a contractor fixed the front door.</p> <p>12.4 COMMITTEE ACCESS A member raised that committee members have a key to the terrace to check the drains, Laundry cupboards. The Manager informed members that Lock box code will be provided by the Manager to the committee.</p>
----------------------------	---

There being no further business, the meeting was closed at 5.05 pm.



Signed as record of this meeting.
Glazel Cedillo
Senior Strata Manager
3 December 2020

Level 9, 150 Collins Street Melbourne VIC 3000
 GPO BOX 3208 MELBOURNE VIC 3001
 Phone: (03) 8695 4000 Fax: (03) 9620 1969



Policy No: CS0005603
Period of Insurance:
From: 12/05/20
To: 12/05/21 at 4.00 pm

The Insured & Situation:
 Owners Corporation Plan No. PS 423016B
 99-109 LYGON STREET
 CARLTON
 VIC 3053

Certificate of Currency - Tax Invoice

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	8,080,000
Loss of Rent/Temp Accommodation (15%)	1,212,000
INSURED PROPERTY (Common Area Contents)	80,800
FLOOD	Not 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 - 500,000
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:
Issue Fee Incl GST:
Issue Fee GST:

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: 18053898

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*.

Subdivision (Body Corporate) Regulations 2001 No. 28**SPECIAL RULES****In these rules:**

- (a) "Managing Agent" means the Company for the time being appointed by the body corporate as its managing agent and a reference in these rules to the body corporate shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires.
- (b) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. Support and Provisions of Services

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
 - (i) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (ii) the structural and functional integrity of any part of the common property is impaired; or
 - (iii) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.



DAB875349S-5-6

0396009012

- 1.3 A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

2. Behaviour by Proprietors and Occupiers

- 2.1 A proprietor or occupier of a lot must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
 - (b) obstruct the lawful use of common property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 2.00 p.m. and 10.00 a.m. on weekdays; or on weekends at all.
- 2.2 A proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- 2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.
- 2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.
- 2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, pool, spa, tennis court (if applicable).
- 2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. Cleaning of a Lot

- 3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.



DAB875349S-6-4

- 3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.

4. Damage to Common Property

- 4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Managing Agent from time to time.
- 4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Body Corporate's insurance policy.

5. Moving of Certain Articles

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Body Corporate or its Managing Agent in sufficient time to enable a representative of the Body Corporate or the Managing Agent to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Body Corporate, the Managing Agent or the Managing Agent's representative.
- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Vendor or the Body Corporate.

6. Interference with Common Property and Storage Areas

- 6.1 A proprietor or occupier of a lot must not, without the prior written consent of the Body Corporate, remove any article from the common property placed there by direction or authority of the Body Corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A proprietor or occupier of a lot must not, without the written authority of the Body Corporate or its Managing Agent, interfere with the operation of any equipment installed on the common property.
- 6.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 6.4 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the Body Corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Body Corporate.



DAB875349S-7-2

0396009012

- 6.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Body Corporate.

7. Security of Common Property

- 7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the pool and garden areas (if applicable).

8. Notification of Defects

- 8.1 A proprietor or occupier of a lot must promptly notify the Body Corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9. Compensation to Body Corporate

- 9.1 The proprietor or occupier of a lot shall compensate the Body Corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. Restricted Use of Common Property

- 10.1 The Body Corporate may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Body Corporate from fire or other hazards and without limitation may:
- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
 - (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots.
 - (c) Restrict by means of key or other security device the access of proprietors or occupiers; and
 - (d) Restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any security card issued where a proprietor is in arrears in payment of Body Corporate levies in excess of Two (2) quarters.

11. Security Keys



DB875349S-8-1

- 11.1 If the Body Corporate restricts the access of the proprietors and occupiers under rule 10, the Body Corporate may make the number of security keys as it determines available to proprietors free of charge. The Body Corporate may charge a reasonable fee for any additional security key required by a proprietor.
- 11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Body Corporate.
- 11.3 A proprietor or occupier of a lot in possession of a security key must not without the Body Corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.
- 11.4 A proprietor or occupier of a lot must promptly notify the Body Corporate if a security key issued to him is lost or destroyed.

12. Garbage

- 12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose (if applicable).
- 12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate, (if applicable);
 - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate, (if applicable);
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property (if applicable);
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).

13. Storage

- 13.1 A proprietor or occupier of a lot must not:
- (a) except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other



DAB875349S-9-9

0396009012

material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14. Pets & Animals

- 14.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.
- 14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- 14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.
- 14.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool, spa, tennis court or gymnasium (if applicable).

15. Consent of Body Corporate

- 15.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. Complaints and Applications

- 16.1 Any complaint or application to the body corporate must be addressed in writing to the managing agent, or where there is no managing agent, the secretary of the body corporate.

17. Vehicles on Common Property

- 17.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.
- 17.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailer or motor cycles.
- 17.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must



DAB875349S-10-6

0396009012

reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

- 17.4 Permanent parking is not permitted in visitor's spaces (if any).

18. Storage of Bicycles

- 18.1 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the body corporate or its managing agent for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its managing agent from time to time.

19. Insurance Premiums

- 19.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

20. Fire Control

- 20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21. Recreational Areas (where applicable)

- 21.1 A proprietor or occupier of a lot must not nor permit the regulations as stipulated from time to time by the body corporate to be breached in respect of the use of the recreational and surrounding designated areas.
- 21.2 All visitors are to be accompanied by a resident in all recreational areas.
- 21.3 A proprietor or occupier of a lot accepts that utilization of all recreational facilities is at their own risk.
- 21.4 A proprietor or occupier of a lot must ensure all children are supervised by an adult in all recreational areas.

22. Signs, Blinds and Awnings

- 22.1 A proprietor or occupier of a lot must not use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the body corporate and affixed to the



DAB875349S-11-0

0396009012

property in the area designated for such signage by the body corporate from time to time;

- 22.2 A proprietor or occupier of a lot must not allow or permit more than one sign affixed to the property at any given time and any such sign referred to in paragraph 22.1 will be affixed for a period of no longer than 30 days unless otherwise agreed by the body corporate.

- 22.3 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings to the exterior of the building, whether inside their lot or external to their lot.

23. Painting, Finishing etc

- 23.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot without the consent first obtained from the body corporate.

24. Clothes Drying and Appearance of a Lot

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.
- 24.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the body corporate. (The body corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the development or if it interferes with the views or use and enjoyment of another development lot).
- 24.3 A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs.

25. Compliance with Rules by Invitees

- 25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 25.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

26. Compliance with Laws

- 26.1 A proprietor or occupier of a lot must at the proprietors' or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.



DAB875349S-12-3

0396009012

- 26.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their respective invitees.

27. The Vendor

- 27.1 Notwithstanding anything to the contrary herein contained, so long as the vendor noted in the particulars of sale is a member or occupier and is an owner of a lot and so long as any mortgagee or chargee of the vendor has an interest in any development lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against the vendor or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the vendor, its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the building and facilities comprised in the development.
- 27.2 The vendor, its mortgagees or chargees shall be and are by this rule, authorised by each and every body corporate member in the plan of subdivision to:
- 27.2.1 Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development; and
- 27.2.2 Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the development; and
- 27.2.3 Exclude all and any members or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the development; and
- 27.2.4 Erect for sale promotional advertising or other signs as the vendor may require on any part of the common property; and
- 27.2.5 Grant rights to use or access through or over the common property to third parties on such terms and conditions as the vendor or its mortgagee or chargee thinks fit; and
- 27.2.6 Use whatever rights of way and/or points of egress and ingress to the development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the development in order to carry out any works.
- 27.3 The body corporate will, within 7 days of being requested by the vendor or its mortgagee or chargee, sign whatever consents authorities permits licences leases or other such documents in favor of the vendor as the vendor may direct on terms set out by the vendor and as may be required by the vendor.

28. Conduct of Meeting



DAB875349S-13-7

0396009012

- 28.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001

29. Rooftop and Signage licence

- 29.1 the body corporate will, when operative, within seven (7) days of a request from the vendor, grant a rooftop licence to the vendor or such other entity as may be nominated by the vendor. The body corporate will do all things and sign all documents necessary to enable the body corporate to execute this licence, and will not object in any way to this licence.
- 29.2 the body corporate will, when operative, within seven (7) days of a request from the vendor, grant a signage licence to the vendor or such other entity as may be nominated by the vendor. The body corporate will do all things and sign all documents necessary to enable the body corporate to execute this licence, and will not object in any way to this licence.



Copyright
(Revised March 1990)



DAB875349S-14-1

SCHEDULE 3
Reg. 12
STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation.

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

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