



FORM 1 OF THE FORMER

Estate Agents Act 1980

Regulation 5(a)

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

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

Property Address: Unit 211/32-34 St Edmonds Road, Prahran VIC 3181

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

The terms of this contract are contained in the—

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

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

Off-the-plan sales

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

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

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /2021

Print name of person signing

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

SIGNED BY THE PURCHASER on / /2021

Print name of person signing

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

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

SIGNED BY THE VENDOR on / /2021

Print name of person signing Frank Carmello Zahra

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

SIGNED BY THE VENDOR on / /2021

Print name of person signing Margaret Eva Zahra

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

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

PARTICULARS OF SALE

Vendor's estate agent

Viva Property

575 Elizabeth Street, Melbourne VIC 3000

Telephone: 03 9373 6868

Fax:

Email: admin@vivaproperty.com.au

Vendor

Frank Carmello Zahra and Margaret Eva Zahra

Vendor's legal practitioner or conveyancer

Edge Point Conveyancing

PO Box 2121 Taylors Lakes VIC 3038

Telephone: 0421 079 370

Fax: 03 8692 2775

Email:

rachael@edgepointconveyancing.com.au

Purchaser

of

Purchaser's legal practitioner or conveyancer

of

Telephone:

Fax:

Email:

Land (general conditions 3 and 9)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
11099/592	211	PS602022K

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 211, 32-34 St Edmonds Road, Prahran VIC 3181

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

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

Payment (general condition 11)

Price

Deposit

By

Of which \$

has been paid

Balance

payable at settlement

GST (general condition 13)

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

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT

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

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

Settlement (general condition 10)

is due on

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

SUBJECT RO LEASE

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

Terms contract (general condition 23)

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

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

Loan (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

Special conditions

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

SPECIAL CONDITIONS

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

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.8.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Duties Online Settlement Statement

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

8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that -
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

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

9. Builder warranty insurance

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

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
 - (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

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

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

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

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

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

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

13.8 In this general condition:

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

14. Loan

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

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
- (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

NOTICE TO PURCHASER

Property: Unit 211, 32-34 St Edmonds Road, Prahran VIC 3181

Vendor: Frank Carmello Zahra and Margaret Eva Zahra

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

SPECIAL CONDITIONS

EC

1. Electronic Conveyancing

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

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

2. Foreign Resident Capital Gains Withholding

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 2.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 2.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 2.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2A – GST withholding

- 2A.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 2.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 2.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 2.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 2.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 2.6 The representative is taken to have complied with the requirements of special condition 2.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic settlement system described in special condition 2.6. However, if the purchaser gives the bank cheque in accordance with this special condition 2.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

2.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

2.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

2.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

2.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

2.12 This special condition will not merge on settlement.

3. Guarantee

If a company purchases the property:

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

4. Foreign Investment Review Board (FIRB) Approval

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

5. Transfer

General Condition 6 is replaced with the following:

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

6. Payment

General Condition 11.6 is replaced with the following:

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

7. Finance

General Condition 14.2 c) in addition with the following:

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

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

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

8. Adjustments

General Condition 15.3 is replaced with the following:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor. In addition, the statement of adjustments must be provided to the vendor's representative at least two clear business days prior to settlement.

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

9. Service

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

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

10. Guarantee

General Condition 20 is replaced with the following:

If a company purchases the property:

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

11. Notice

General Condition 21 is replaced with the following:

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is made before the day of sale and does not relate to periodic outgoings.

21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement, at the vendors discretion.

12. Breach

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

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

13. Default Interest & Costs Payable

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

14. Identity

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

15. Planning and Restrictions

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

16. Entire Agreement and No Representations

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

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

17. Building and Goods

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

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

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

18. Nomination

General Condition 18 is replaced with the following:

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

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

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

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

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

GUARANTEE AND INDEMNITY

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

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

GUARANTEE AND INDEMNITY SCHEDULE

Vendor: FRANK CARMELLO ZAHRA AND MARGARET EVA ZAHRA

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:
Dated:
Property: UNIT 211/32-34 ST EDMONDS ROAD, PRAHRAN
Certificate of Title: Volume 11099 Folio 592

Guarantor: Name:
Address:
Name:
Address:

DATED: this day of 2021

SIGNED SEALED AND DELIVERED by the said)
)
)
Print Name) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness)

SIGNED SEALED AND DELIVERED by the said)
)
)
Print Name) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness)

UNIT 211, 32-34 ST EDMONDS ROAD, PRAHRAN 3181
(Property)

VENDOR STATEMENT

Vendor: Frank Carmello Zahra and Margaret Eva Zahra



EDGE POINT CONVEYANCING

PO Box 2121
Taylors Lakes VIC 3038

Tel: 0421 079 370
Fax: 03 8692 2775
Email: rachael@edgepointconveyancing.com.au
Ref: **RF:1105**

Vendor Statement

Vendor: Frank Carmello Zahra and Margaret Eva Zahra
Property: Unit 211/32-34 St Edmonds Road, Prahran

1. FINANCIAL

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

- Are contained in the attached certificate(s).
- Their total does not exceed: \$5,000
- Their amounts are:

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

- Nil, so far as the vendor(s) are aware.
- As attached

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

- Not applicable.
- As attached

1.3 Terms Contract

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

- Not applicable.
- "Additional Vendor Statement" is attached.

1.4 Sale Subject to Mortgage

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

- Not applicable.
- "Additional Vendor Statement" is attached.

2. INSURANCE

2.1 Damage and Destruction

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

- Not applicable.

- Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
- Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:
 - Name of insurance company:
 - Type of policy:
 - Policy number:
 - Expiry Date:
 - Amount insured:

2.2 **Owner-Builder**

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

- Not applicable.
- Attached is a copy or extract of any policy of insurance required under the Building Act 1993.
- Particulars of any required insurance under the Building Act 1993 are as follows:
 - Name of insurance company:
 - Policy number:
 - Expiry date:

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

3. **LAND USE**

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

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

- Is in the attached copies of title document/s.
- Is as follows:
- Not applicable.

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

- In the attached copies of title document/s.
- As follows:
- Not applicable.

3.2 **Road Access**

There is:

- access to the property by road
- NO access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area:

- Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993
- IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Stonnington Planning Scheme

Name of responsible authority: Stonnington City Council

Zoning of the land:

ACTIVITY CENTRE ZONE (ACZ)

ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)

Name of planning overlay:

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 3 (IPO3)

4. **NOTICES**

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

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.2 **Agricultural Chemicals**

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

5. **BUILDING PERMITS**

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

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

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

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

7.2 GAIC Recording

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

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

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

8. SERVICES

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

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

9. TITLE

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

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

10. SUBDIVISION

This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 **Unregistered Subdivision**

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

Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 **Staged Subdivision**

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

Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-

attached.

as follows:

The proposals relating to subsequent stages that are known to the vendor are: attached.

as follows:

The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

attached.

as follows:

10.3 Further Plan of Subdivision

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

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

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

- Not applicable.
- Are contained in the attached building energy efficiency certificate.
- Are as follows:

12. DUE DILIGENCE CHECKLIST

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

- Is attached.
- Is not attached.

Vendor Statement

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


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

The vendor may sign by electronic signature.

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

Land: Unit 211/32-34 St Edmonds Road, Prahran

Vendor: Frank Carmello Zahra



Vendor's signature

7 / 11 / 2021
Date

Vendor: Margaret Eva Zahra



Vendor's signature

7 / 11 / 2021
Date

Purchaser:

Purchaser's signature

____ / ____ / 2021
Date

Purchaser:

Purchaser's signature

____ / ____ / 2021
Date



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

VOLUME 11099 FOLIO 592

Security no : 124089918479C
Produced 14/05/2021 05:04 PM

LAND DESCRIPTION

Lot 211 on Plan of Subdivision 602022K.
PARENT TITLE Volume 10238 Folio 835
Created by instrument PS602022K 30/10/2008

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
FRANK CARMELLO ZAHRA of 123 HAROLD STREET WANTIRNA VIC 3152
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
MARGARET EVA ZAHRA of 123 HAROLD STREET WANTIRNA VIC 3152
AG282390H 07/01/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG282391F 07/01/2009
WIDE BAY AUSTRALIA LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF382025J 04/10/2007

DIAGRAM LOCATION

SEE PS602022K 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 211 32-34 ST EDMONDS ROAD PRAHRAN VIC 3181

ADMINISTRATIVE NOTICES

NIL

eCT Control 19435F AUSWIDE BANK LTD
Effective from 21/07/2017



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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS602022K

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS602022K
Number of Pages (excluding this cover sheet)	7
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PLAN OF SUBDIVISION	Stage No.	LR use only	PS602022K
		EDITION 1	

Location of Land
 Parish: PRAHRAN
 Township:
 Section:
 Crown Allotment: 41 (Part)
 Crown Portion:
 Title References VOL 10238 FOL 835
 Last Plan Reference: PS 341882H (LOT 1)
 Postal Address: 32-34 ST EDMONDS ROAD
 PRAHRAN 3181
 MGA Co-ordinates E 323 330
 N 5 808 940 Zone 55

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

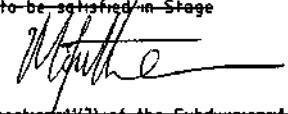
Council Name: CITY OF STONNINGTON Ref 733/08

- 1 This Plan is certified under Section 6 of the Subdivision Act 1988
- ~~2 This plan is certified under section 11(7) of the Subdivision Act 1988
Date of original certification under section 6 / /~~
- 3 This is a statement of compliance issued under section 21 of the Subdivision Act 1988

OPEN SPACE

(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~
 Council delegate
~~Council seal~~
 Date 14 OCT 2008 

~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council delegate~~
~~Council seal~~
~~Date / /~~

Notations

Depth Limitations DOES NOT APPLY	Staging This is not a staged subdivision Planning permit No.
----------------------------------	--

Boundaries shown by thick continuous lines are defined by buildings.
 Location of boundaries defined by buildings:
 Interior face: All Boundaries
 Lots 102, 105, 201, 204, 208, 302, 306 comprise two pieces.

Common Property No: 1 is all the land in the plan **except the lots and includes** service ducts and columns and also including the structure of walls, floors and ceilings which define boundaries

Survey This plan is / ~~is not~~ based on survey
 (To be completed where applicable)
 This survey has been connected to permanent marks not(s).
 in Proclaimed Survey Area no

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all lots on this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of

LR use only

Statement of compliance/ Exemption Statement

Received

Date 15/10/2008

LR use only

PLAN REGISTERED

TIME 6:33pm

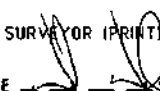
DATE 30/10/2008

Roger Mellor
 Assistant registrar of Titles.

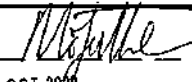
SHEET 1 OF 7 SHEETS

NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9439 4222 FAX (03) 9439 5288

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE  DATE 1/10/2008

REF. 11893 VERSION 05



DATE 14 OCT 2008

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 602022 K

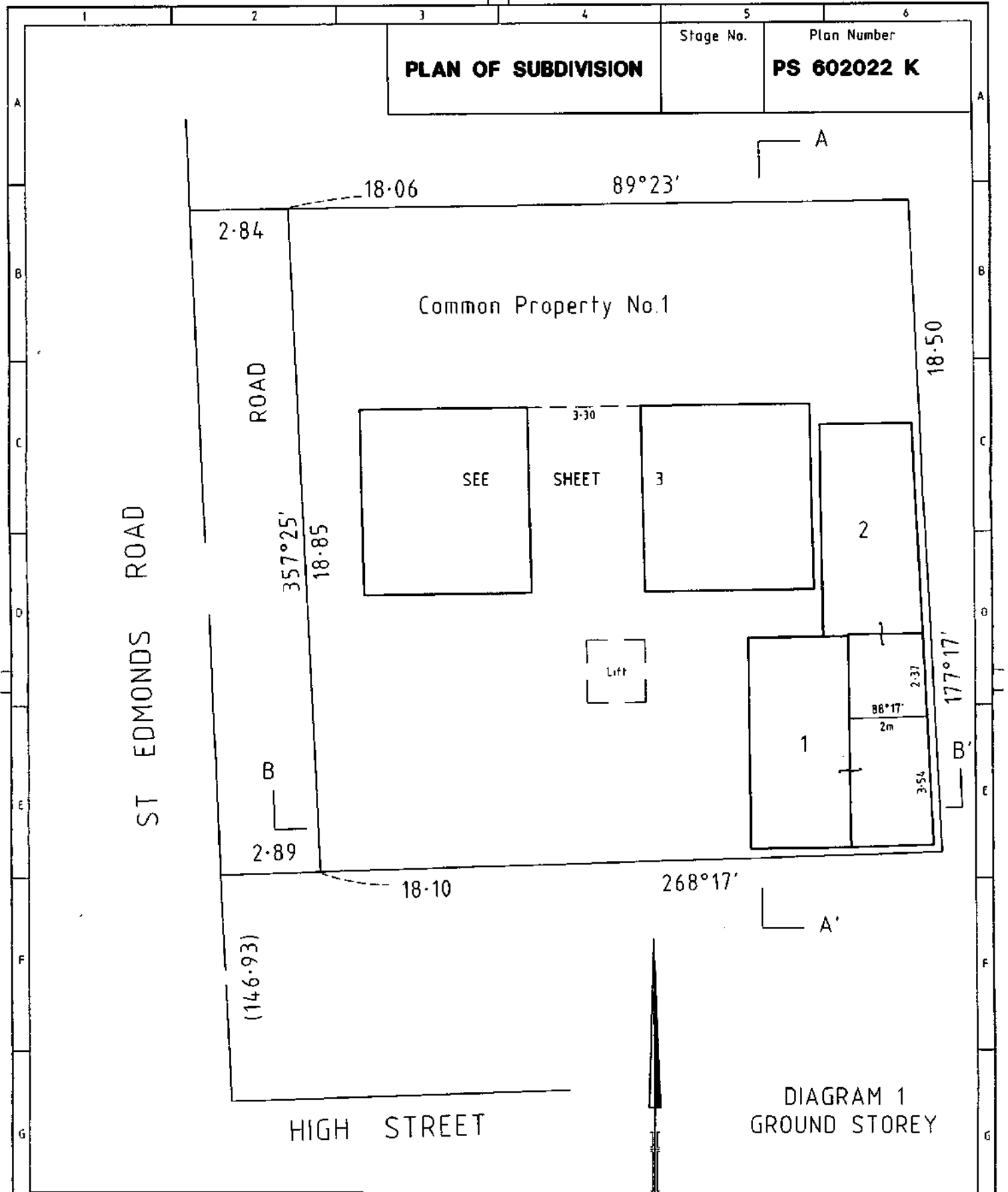


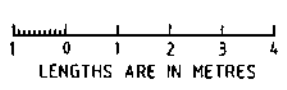
DIAGRAM 1
GROUND STOREY

NEIL A WEBSTER & ASSOCIATES
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Sheet 2

 DATE 14 OCT 2008
 COUNCIL DELEGATE SIGNATURE

SCALE 1:100



ORIGINAL
 SCALE SHEET
 1:100 SIZE
 A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER
 SIGNATURE _____ DATE 1/10/2008
 REF 11893 VERSION 05

A					A
B					B
C					C
D					D
E					E
F					F
G					G
H					H
1	2	3	4	5	6

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 602022 K
----------------------------	-----------	-----------------------------------

COMMON PROPERTY
No 1

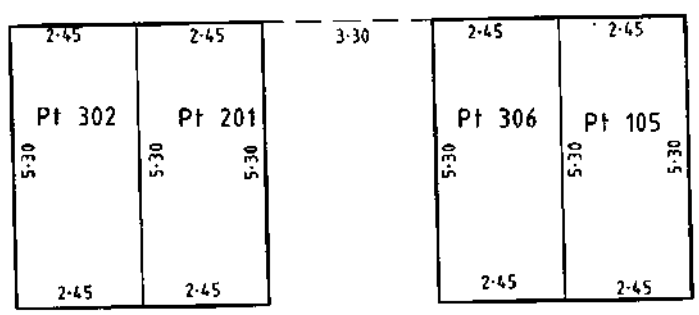


DIAGRAM 2
LOWER GROUND LEVEL

COMMON PROPERTY
No 1

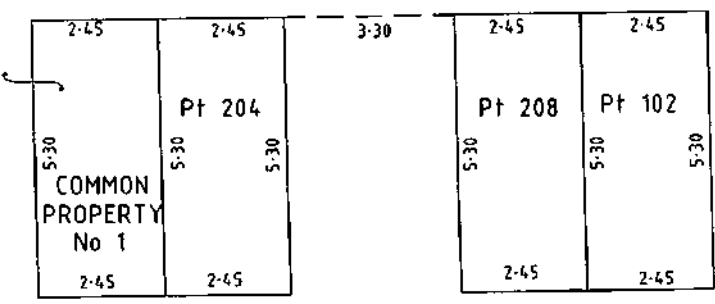


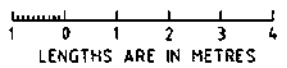
DIAGRAM 2
UPPER GROUND LEVEL

NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9639 4222 FAX (03) 9639 5288

Sheet 3

Neil Webster
 DATE 14 OCT 2008
 COUNCIL DELEGATE SIGNATURE

SCALE 1:100

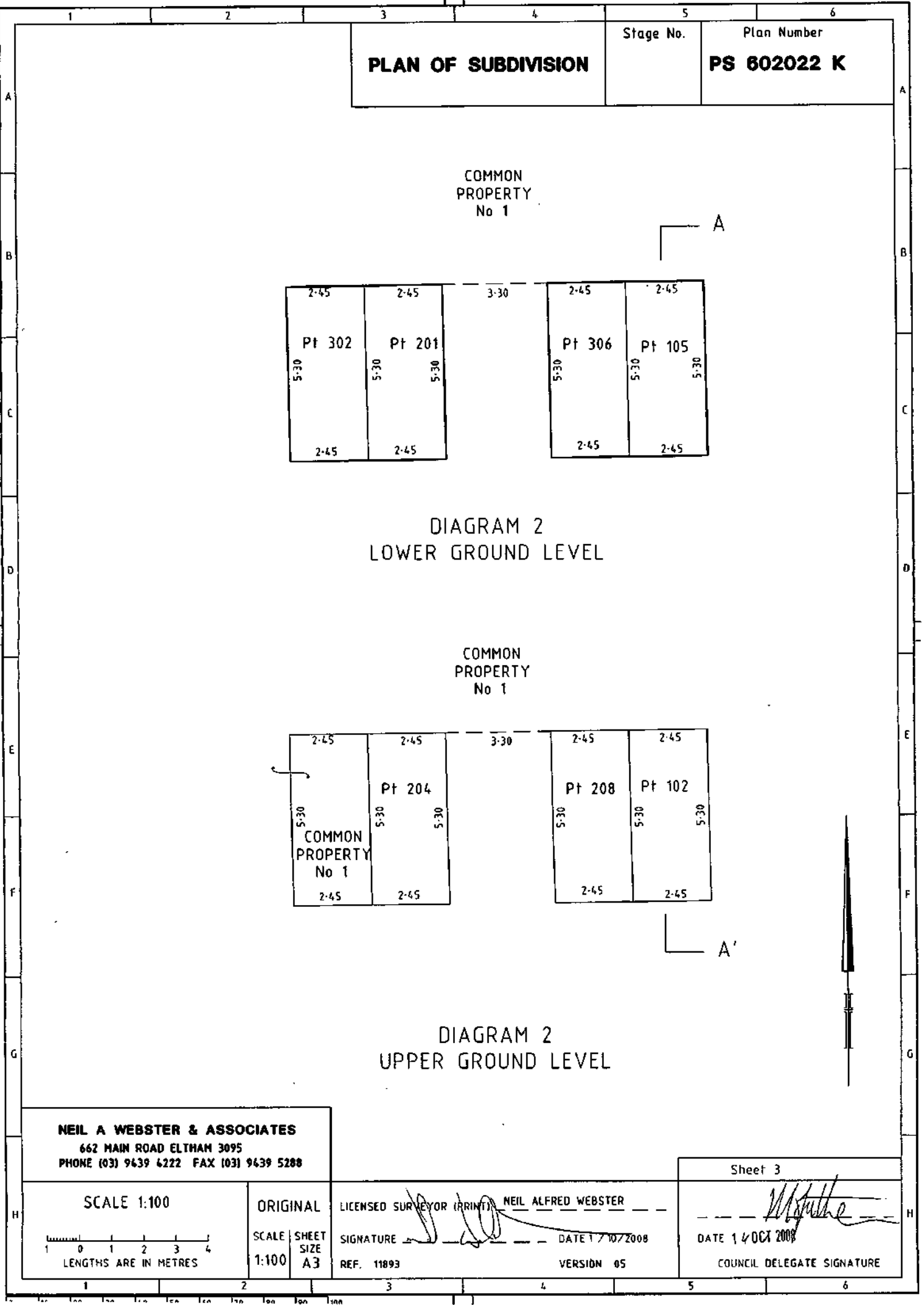


ORIGINAL
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LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE _____ DATE 17/10/2008

REF. 11893 VERSION 05



1	2	3	4	5	6
PLAN OF SUBDIVISION				Stage No.	Plan Number
					PS 602022 K

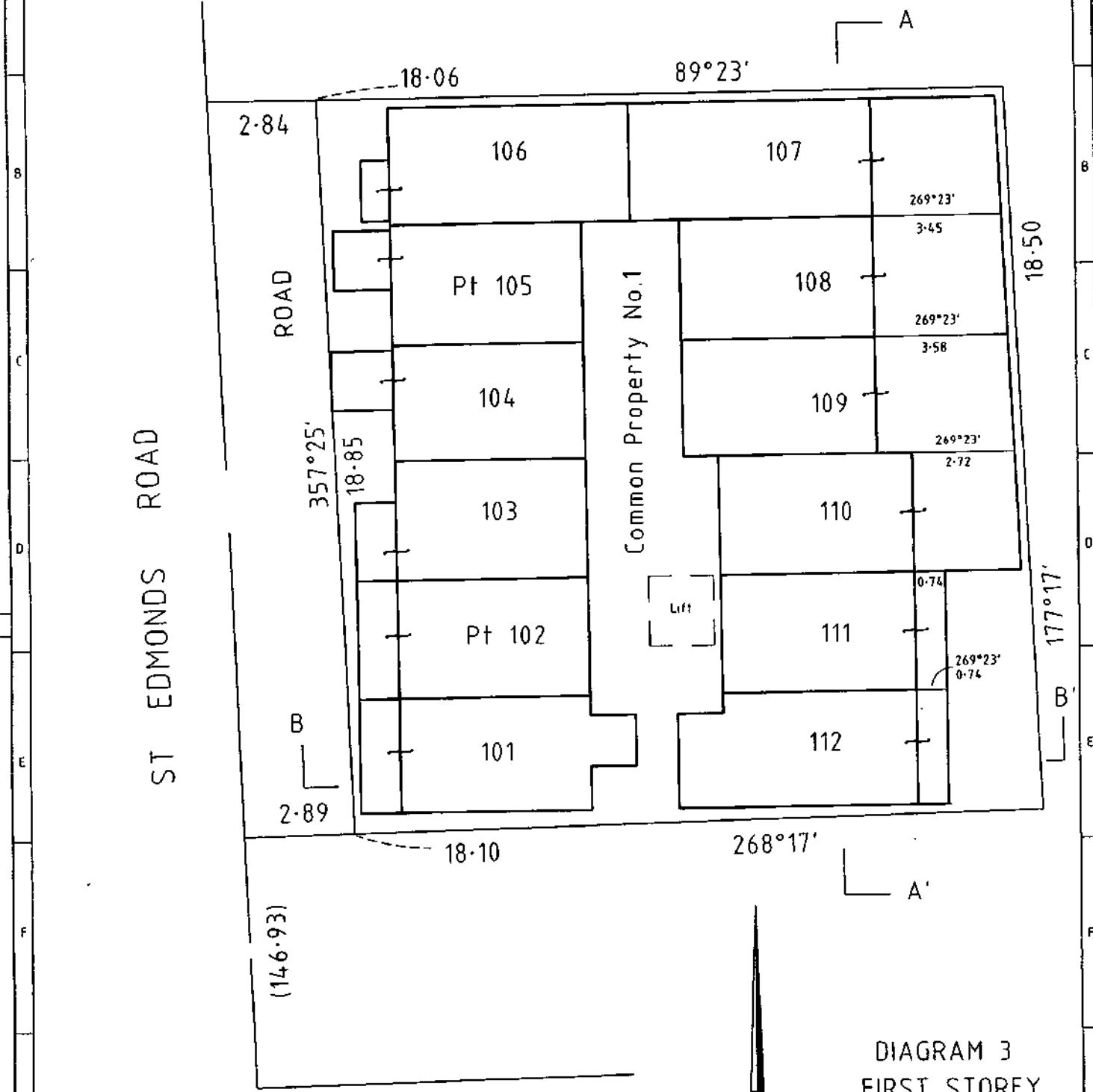


DIAGRAM 3
FIRST STOREY

NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9439 4222 FAX (03) 9439 5288

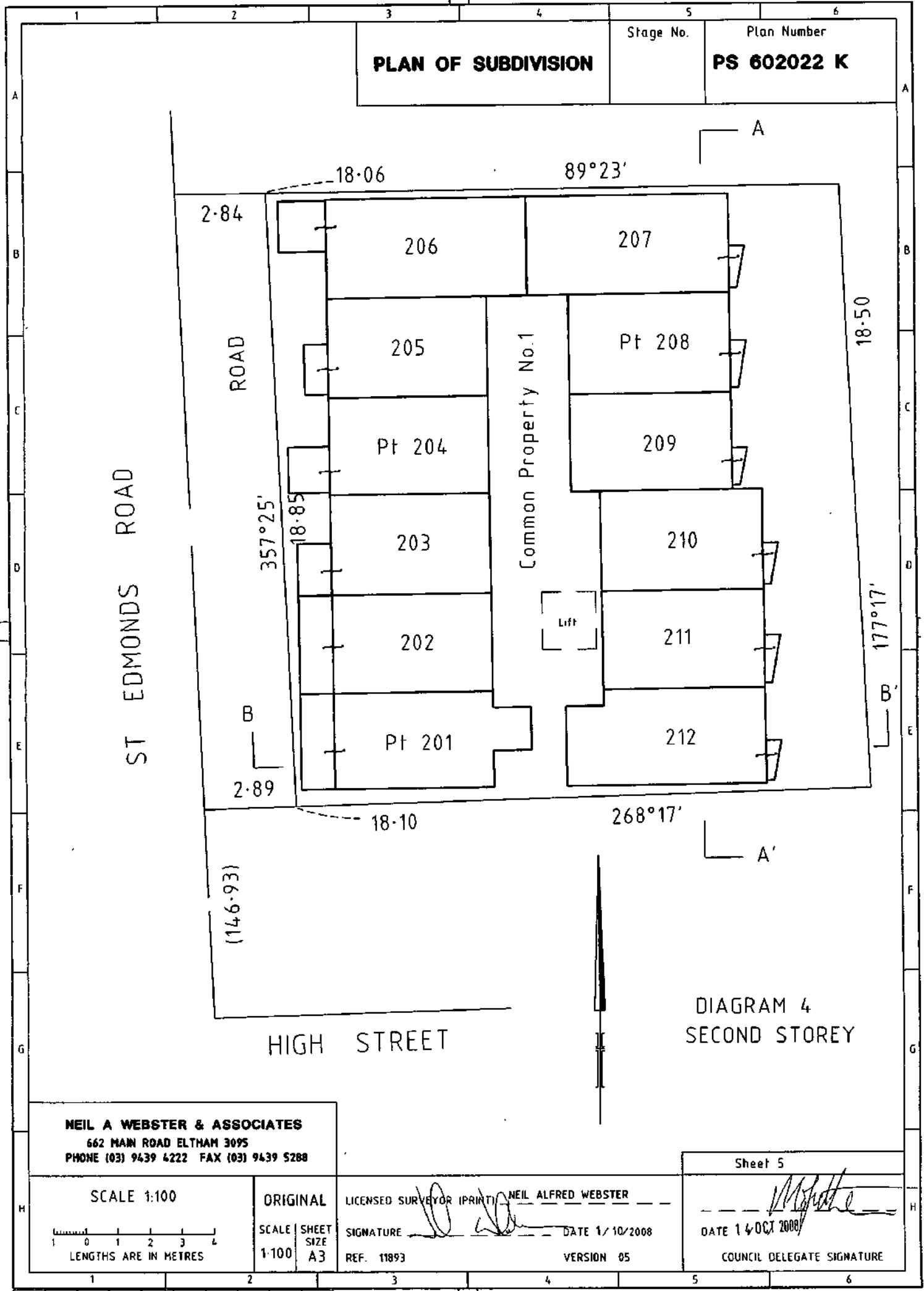
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 LENGTHS ARE IN METRES

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 SIGNATURE DATE 1/10/2008
 REF. 11893 VERSION 05

Sheet 4

 DATE 14 OCT 2008
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 602022 K

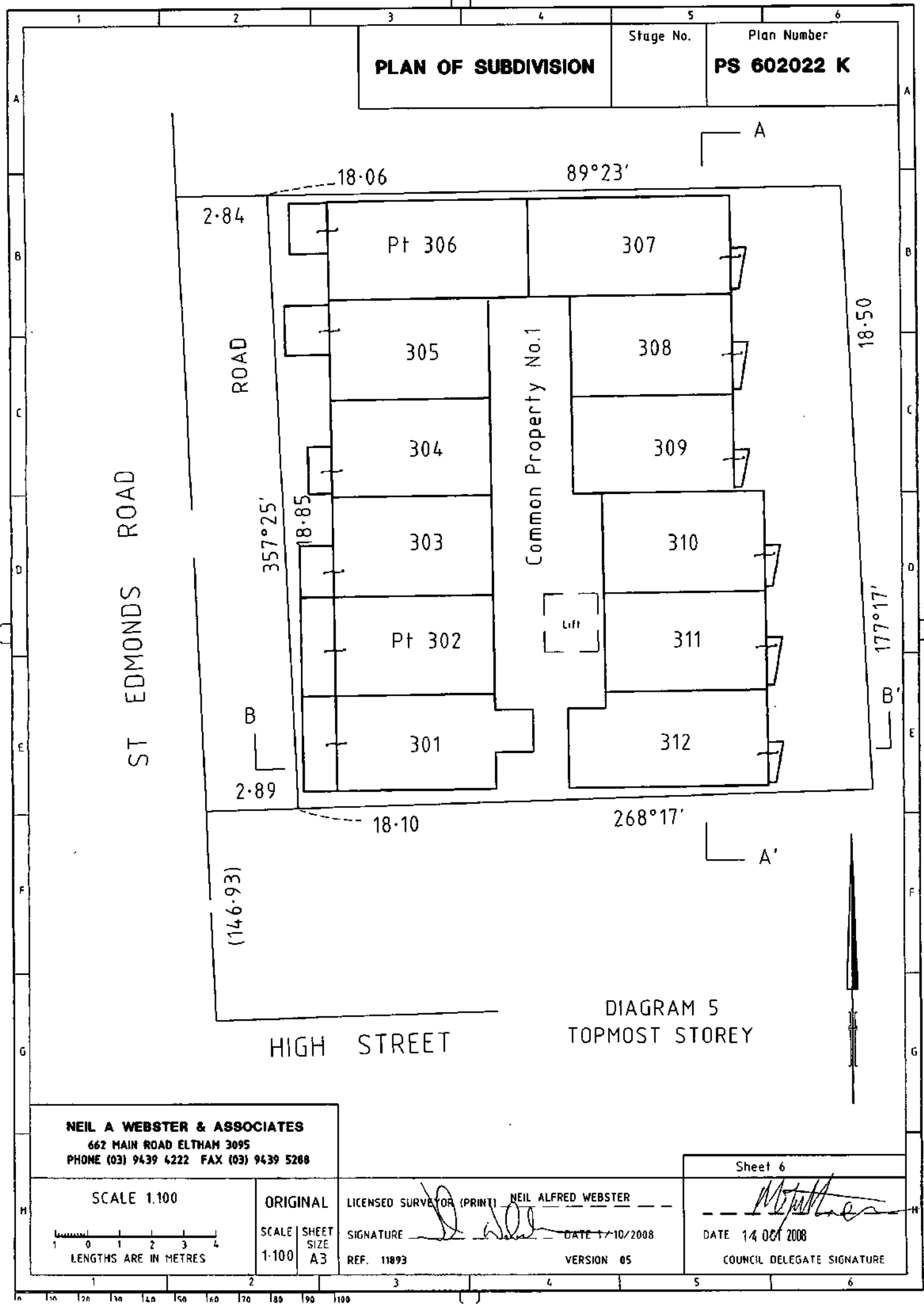
DIAGRAM 4
SECOND STOREY

NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

Sheet 5
[Signature]
DATE 14 OCT 2008
COUNCIL DELEGATE SIGNATURE

SCALE 1:100
LENGTHS ARE IN METRES
1 0 1 2 3 4

ORIGINAL
SCALE SHEET SIZE 1:100 A3
LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER
SIGNATURE *[Signature]* DATE 1/10/2008
REF. 11893 VERSION 05



PLAN OF SUBDIVISION			Stage No.	Plan Number
				PS 602022 K

**DIAGRAM 5
TOPMOST STOREY**

NEIL A WEBSTER & ASSOCIATES
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SCALE 1:100

 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:100
 SHEET SIZE A3

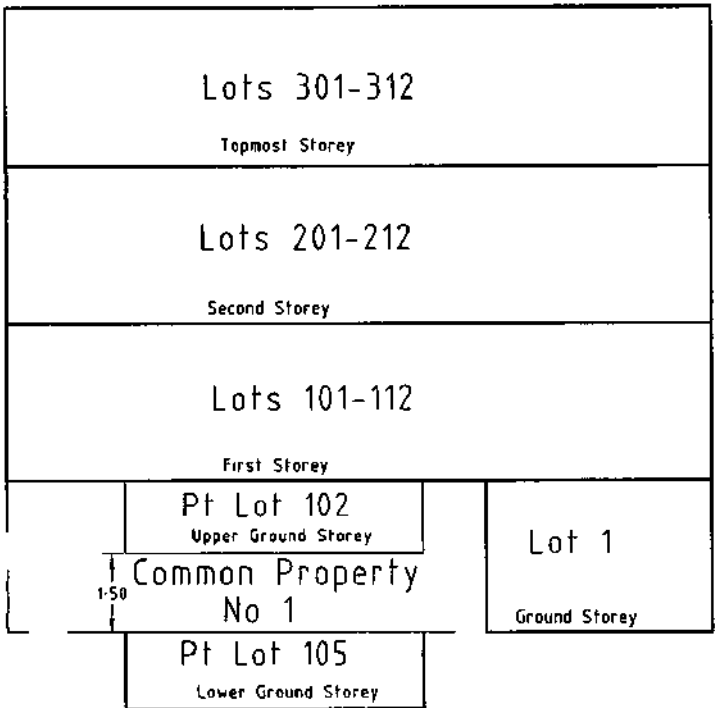
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 SIGNATURE
 REF. 11893 DATE 17-10-2008
 VERSION 05

Sheet 6

 DATE 14 OCT 2008
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 602022 K
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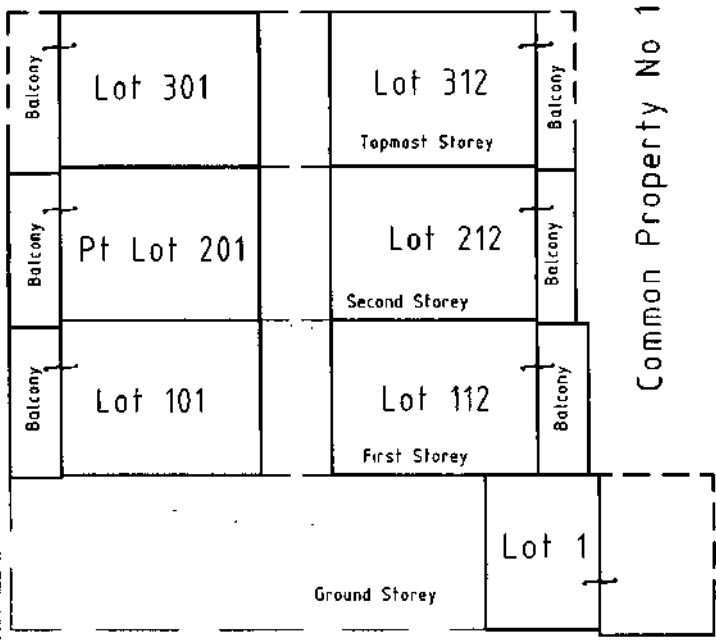
Common Property No 1



TYPICAL CROSS SECTION A-A'
Not To Scale

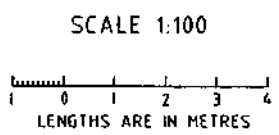
Common Property No 1

CROSS SECTION B-B'
Not To Scale



Common Property No 1

NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288



ORIGINAL
SCALE SHEET
1:100 SIZE
A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER
SIGNATURE *[Signature]* DATE 17/10/2008
REF. 11893 VERSION 05

Sheet
[Signature]
DATE 14 OCT 2008
COUNCIL DELEGATE SIGNATURE



AF382025J



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:KJM:LGC:5332057 **Customer Code:** 1167E

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

Land: Volume 10238 Folio 835

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

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Handwritten Signature]*

Name of officer: *Jon Brock*

Office held: *General Manager Planning & Env't*

Date: *25/9/07*



AF382025J

04/10/2007 \$97 173



Date / /2007

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0868
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 32-34 St Edmonds Road, Prahran

Stonnington City Council
and

St Edmonds Road Project Pty Ltd
ACN 112 034 358

Interstate office
Sydney
Affiliated offices
Adelaide, Auckland, Beijing, Brisbane,
Colombo, Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila, Mumbai,
New Delhi, Perth, Singapore, Tianjin

AF382025J

04/10/2007 197 173



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Agreement under Section 173 of the Planning and Environment Act 1987

AF382025J

DATE / /2007



BETWEEN

STONNINGTON CITY COUNCIL
of cnr. Greville & Chapel Streets, Prahran, Victoria

(Council)

AND

ST EDMONDS ROAD PROJECT PTY LTD ACN 112 034 358
of Level 14, 330 Collins Street, Melbourne, Victoria

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 2 April 2007 Council issued Planning Permit No. 0490/06 (**Planning Permit**) allowing the use and development of the Subject Land for student accommodation comprising no more than 38 student accommodation units together with a reduction of the requirements for car parking in accordance with the Endorsed Plan. Condition 7 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 7 of the Planning Permit provides that:
 - "7. Prior to the commencement of the use and/or development, the permit holder must enter into an agreement with the Responsible Authority to Section 173 of the *Planning and Environment Act 1987*, which must be registered on the title to the subject land. This agreement must provide that, without the prior written consent of the Responsible Authority:
 - a) The development must be for the exclusive use of bona fide students enrolled at an education institution and is to be vacated by any relevant student within three months of that student's completion of studies.
 - b) All rooms must be managed by a single management entity and must not be leased or otherwise managed other than under the control of that management entity.
 - c) All car spaces associated with the student accommodation must not be used in association with any other use either on or off the site."

E. Condition 8 of the Planning Permit requires the Owner to pay the costs of the preparation or review and registration of this Agreement.

F. Condition 8 of the Planning Permit provides that:

"The cost of the preparation or review of the agreement pursuant to Section 173 of the *Planning and Environment Act 1987* and the cost of registering the agreement on title under Section 181 of the *Planning and Environment Act 1987* must be borne by the permit holder."

AF3045696

G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. ~~VAE291540G~~ in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

H. The parties enter into this Agreement:

H.1 to give effect to the requirements of the Planning Permit; and

H.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AF382025J



THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Apartment means an area delineated as a unit or apartment on the Endorsed Plan.

Building means the building authorised under the Planning Permit.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

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

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Stonnington Planning Scheme and any other planning scheme that applies to the Subject Land.

Student Accommodation means the provision of accommodation for persons undertaking a course of education at a secondary or tertiary education institution.

Subject Land means the land situated at 32-34 St Edmonds Road, Prahran being the land referred to in Certificate of Title Volume 10238 Folio 835 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

AF382025J

In this Agreement unless the context admits otherwise:



- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Student Accommodation

Except with the prior written consent of Council, the Owner covenants and agrees that:

- 3.1.1 rooms within the Building on the Subject Land must be used solely for the purpose of Student Accommodation and to house amenities used by occupants of the Student Accommodation such as laundry facilities and the like;
- 3.1.2 the Owner must not allow any room within the Building or any other part of the Subject Land to be leased or occupied unless the Owner is satisfied that any person who will occupy such room or other part of the Subject

Land will be enrolled at a tertiary or secondary level educational institution (**Student**) for the duration of the lease or occupation;

- 3.1.3 the Owner must ensure that any person occupying a room or other part of the Subject Land vacates the Subject Land within 3 months of that person ceasing to be a Student; and
- 3.1.4 the Owner must ensure that the provision of Student Accommodation on the Subject Land is managed by a single management entity (**Management Entity**);
- 3.1.5 the Owner must ensure that the Subject Land or any part of it is not leased or otherwise managed other than under the control of the Management Entity.

3.2 Car Parking

The Owner covenants and agrees that, for so long as the Subject Land is used for Student Accommodation, the Owner must ensure that:

- 3.2.1 the Car Parking Spaces will only be used by Students who are occupants of the Building or by visitors to the Subject Land;
- 3.2.2 no Car Parking Space is leased other than to a Student who is an occupant of the Building; and
- 3.2.3 no Car Parking Space is transferred to any person other than a purchaser or owner of an Apartment,

except with the prior written consent of Council.

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4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:



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04/10/2007 \$97 173



- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

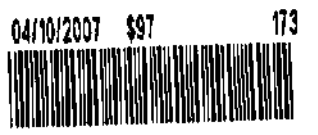
SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

Signed, sealed and delivered by Jon Brock on behalf of Stonnington City Council pursuant to the power delegated to him by an Instrument of Delegation dated the 4th day of August 1997 in the presence of:

S. Turstki
witness

)
)
)
)
)

AF382025J



EXECUTED by ST EDMONDS ROAD)
PROJECT PTY LTD ACN 112 034 358 by)
being signed by those persons who are)
authorised to sign for the company:)

[Signature]
..... Director

LOUIS RUSTMAN
..... Full name

52 Mbang Rd Toorak 3142
..... Usual address

[Handwritten initials]

[Signature]
..... Director (or Company Secretary)

SIMON FEINGOLD
..... Full name

4 Victoria Terrace, 8th Floor
3141
..... Usual address

AF204569G

Mortgagee's Consent

Bank of Western Australia

~~Australia and New Zealand Banking Group Limited~~ as Mortgagee of registered mortgage No. ~~AF291540G~~ consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by BANK OF WESTERN AUSTRALIA LTD, A.B.N. 22 050 494 464 by its duly constituted Attorneys

[Signature]
Angeline Martin
Legal Adviser
under Power of Attorney dated 10 April 2001
(a certified copy of which is filed in the
Permanent Order Book No. 277 at page 017)
who at the date hereof had no notice of
revocation of such, in the presence of:

[Signature]
.....
An Officer of the Bank

Angeline Martin
Legal Adviser



City of
STONNINGTON
ABN 67 688 032 530

Rates and Valuation Notice and Fire Services Property Levy 2021 / 2022

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

PROPERTY NUMBER

65941

For the period 1 July 2021 to 30 June 2022

F C Zahra & M E Zahra
C/- Student Housing Australia
575-577 Elizabeth Street
MELBOURNE VIC 3000

Date of Notice/Service
9 August 2021

SHAUST-PR

ARREARS DUE IMMEDIATELY Amount Payable
\$0.00
TOTAL DUE Total Amount Payable
\$547.77 Due 15 February 2022
OR 4 INSTALMENTS Instalment 1 Amount Payable
\$136.77 Due 30 September 2021
Instalment 2 Amount Payable
\$137.00 Due 30 November 2021
Instalment 3 Amount Payable
\$137.00 Due 28 February 2022
Instalment 4 Amount Payable
\$137.00 Due 31 May 2022

PROPERTY DETAILS

AVPCC: 125 Strata unit or flat Resident

Property: 211/32-34 St Edmonds Road, PRAHRAN VIC 3181

Description: Lot 211 PS 602022 Vol 11099 Fol 592

Site Value \$55,000	Capital Improved Value \$125,000	Net Annual Value \$6,250	Ward SOUTH
-------------------------------	--	------------------------------------	----------------------

Valuation Effective Level Date: 01/01/2021 First Used: 01/07/2021 The City of Stonnington uses the Capital Improved Value as a basis for levying rates.

DETAILS OF RATES AND CHARGES

Description	Rate/Charge	Multiplier	Amount
General Residential	0.0010513 in \$on CIV	125000	131.40
Waste charge	Waste - Minimum	1	295.00
Fire Service Levy Residential Fixed	\$114.00		114.00
Fire Service Levy Residential Variable	0.000059 in \$on CIV	125000	7.37

TOTAL DUE: **\$547.77**
(No GST applicable)

Note: Payments and changes of address after 23 July 2021 not included.

ARE YOU HAVING TROUBLE PAYING THIS BILL?

If you are having trouble paying your bill, contact Council and ask for help. We have a number of flexible options available for you. For further information or to make a payment now, please visit: www.stonnington.vic.gov.au/rates. Contact us before the due date on your bill to avoid possible late payment fees at the prescribed penalty interest rate of 10% per annum. See back for further details.

PAYMENT OPTIONS



Bill Code: 20198
Payment Ref No. 6594 162



Your bill, your way

As a smart city, Council uses the Payreq MyBills service to offer several digital bill delivery options. Visit go.payreq.com to create a free Payreq MyBills account. Then subscribe to choose a convenient and secure option to receive, pay and store your rates notices.



City of
STONNINGTON



Please call 1300 BPOINT
(1300 276 468) to make payments using
your credit card



Total
Amount



*3075 6594162

Instalment
Amount



*3075 6594162

Payreq QR



<https://www.stonnington.vic.gov.au/rates>



FOR FURTHER PAYMENT OPTIONS PLEASE SEE REVERSE

How can I pay my rates?

Rates are to be paid either

- » **in full** – by 15 February 2022
- » **instalments** – due 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and hardship provisions:

- ☎ 8290 1333
- @ rates@stomnington.vic.gov.au
- ➔ [stomnington.vic.gov.au/rates](mailto:rates@stomnington.vic.gov.au)

Concessions

State Government and City of Stonnington rebates are available to ratepayers who are holders of some concession cards. Visit stomnington.vic.gov.au/rates or call **8290 1333** for details about this.

Get your rates notices electronically

There are several ways you can receive your rates notices electronically. Including email, bulk notices, accounting software or BPAY View. Visit stomnington.vic.gov.au/rates for details.

Objecting to your property valuation

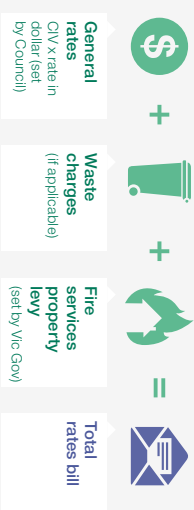
If you disagree with your valuation you can object to it within two months of receiving your rates notice. All objections are reviewed with a decision made by the Valuer-General Victoria (Victorian Government). Visit stomnington.vic.gov.au/rates for details.

HELP SHAPE HOW WE COLLECT HARD WASTE ENGAGEMENT

Currently we coordinate two city-wide hard waste collections each year. As many councils have changed to a booked service for each household, we're asking for feedback on how you would like hard waste collected in Stonnington.

Visit connect.stomnington.vic.gov.au/hardwaste to let us know if you want a city-wide collection, booked service or a mix of both.

How your rates are calculated



The rate in the dollar is calculated by dividing the total general rate revenue required to provide services by the total value (CIV) of all rateable properties in Stonnington.

How much is Council allowed to collect?

The Victorian Government has determined a rate cap of 1.5% this year, this means councils can only increase the average amount of general rates collected by 1.5%.

The **waste charge** is determined by the waste services options you choose and incorporates the Victorian Government's landfill levy. Waste charges for 2021–22 have been significantly impacted by the Victorian Government's landfill levy which will increase costs by 33–36% and recycling contract costs by 10%.

The **fire services property levy** is a Victorian Government charge collected by councils on their behalf to help fund Victoria's fire and emergency services service.

Why do some people rates go up while other's go down?

Your rates could increase by more or less than someone you live near because rates are affected by changes in the value of your property. Refer to the case studies below for an explanation.

CASE STUDIES

Lina's rates has increased because her property value has increased by more than the average in Stonnington over the last 12 months. Because Lina's valuation has risen by more than the average, her share of the overall rates **increases**.

Simon's rates has decreased even though his property value has increased. This is because other properties in Stonnington have risen in value by more over the last 12 months. Because Simon's property valuation has risen by less than the average, his share of the overall rates **decreases**.

Contact us

- ☎ **8290 1333**
- ✉ PO Box 58, Malvern, Victoria 3144
- @ council@stomnington.vic.gov.au

Visit us

- ➔ stomnington.vic.gov.au
- 📍 **Stonnington City Centre**
311 Glenferrie Road, Malvern

Connect with us

- 📘 facebook.com/stomningtoncouncil
- 🐦 twitter.com/StonningtonNews
- 📷 instagram.com/whats_on_stonnington
- 🌐 linkedin.com/company/city-of-stonnington

Hearing or speech impairment

We are a national relay service friendly organisation. If you are deaf or have a hearing or speech impairment, contact us through the National Relay Service (NRS):

- » TTY users call **133 677**, then ask for **8290 1333**
- » **Speak and listen** users, call **1300 555 727**, then ask for **8290 1333**
- » **Internet relay users**, connect to the NRS, then ask for **8290 1333**

Community languages

Call the Stonnington Community Link, a multilingual telephone information service.

Mandarin 普通话	9280 0730	Polish	Polski	9280 0734	
Cantonese 廣東話	9280 0731	Russia	Русский	9280 0735	
Greek	Ελληνικά	9280 0732	Indonesian	Bahasa Indonesia	9280 0737
Italian	Italiano	9280 0733	Vietnamese	Tiếng Việt	9280 0748
All other languages	9280 0736				



Message from the Mayor

The last 18 months have seen a complete re-think of how we connect with our local neighbourhoods.

With Melbourne moving in and out of lockdown our parks and gardens have been used more than ever as we spent extra time rediscovering our neighbourhoods.

As we recover, our youth programs, maternal and child health centres, libraries, sporting clubs, programs for older people and Council's many other services will play a crucial role in rebuilding our community. Your rates help make this possible.

In the past few months we've also repurposed our Prahran Town Hall as a vaccination centre in partnership with Star Health – interestingly it played the same role in the Spanish Flu pandemic of 1919. On top of this, we're continuing the direct support we've provided to the community in response to COVID-19 with a further \$1.89m support package in the coming year.

This rates brochure includes information on how your rates are calculated, how you can pay them and also a few examples of how they are helping your community.

We understand that many have been impacted financially by COVID-19. If you are having trouble paying your rates please contact us on [8290 1333](tel:82901333) or visit stonnington.vic.gov.au/rates to discuss options.

Please stay safe, be kind to each other, be proud of our local neighbourhoods and shopping precincts and continue to support our local businesses.

Thank you.



Cr. Kate Hely
Mayor, City of Stonnington

What your rates help make possible

Your rates help to support Stonnington's libraries, community groups, sustainability programs, aquatic centres, sporting clubs, parks, gardens and open spaces, programs to keep our community connected and healthy, and more. Below are some examples of what you help to make possible, and there is more on our website: stonnington.vic.gov.au



Parks, gardens and open spaces

Our parks, gardens and open spaces have been busier than ever, with people spending more time closer to home. With heritage gardens, riverside trails, playgrounds, pocket parks and ovals there is something in Stonnington to suit every need. These spaces are also important to the four-legged members of our families. Your rates help with their upkeep, maintenance and management. Visit [explorstonnington.vic.gov.au](http://explor Stonnington.vic.gov.au) to explore somewhere new.

Our four Stonnington libraries

provide more than just books, they're a meeting place and community hub for residents and visitors to Stonnington. With everything from story time to computer classes, local history services and an annual literary festival – there's something for everyone.

Your rates support these services and helped our community to borrow 393,726 physical and digital items in 2020. Join up today: stonnington.vic.gov.au/library



Creating sporting opportunities

Grounds and facilities across Stonnington support more than 50 local sporting clubs, catering for people of all ages and abilities with a recent increased focus on creating opportunities for girls sport. Rates help with the upkeep of our facilities and sporting grounds, and support the creation or upgrade of facilities for our clubs. Visit stonnington.vic.gov.au/sporticlubs to learn more.



Festivals and events

Stonnington's calendar of events has something for everyone. With a mix of concerts, activations, and festivals covering everything from Pets in the Park, summer concerts in our beautiful gardens, lighting up the night during winter and our family-focused Christmas carols.

With an increased focus on getting people out and about and into our precincts, our events also offer great support for our business community. Visit stonnington.vic.gov.au/festivalsandevents to find out what's happening next.



Chapel Off Chapel is the City of Stonnington's iconic arts venue.

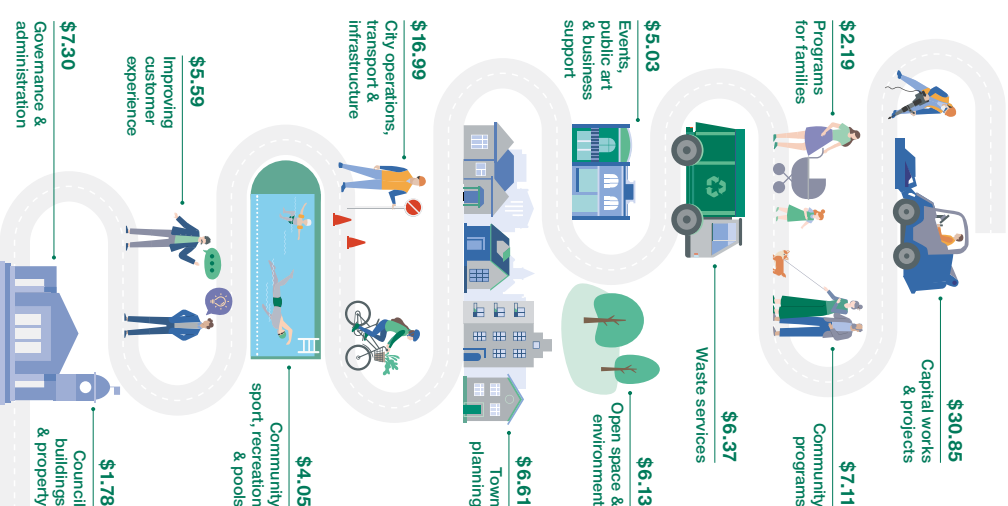
Established in 1995 in the heritage-listed former independent church, Chapel Off Chapel attracts around 40,000 visitors each year and is of cultural, economic and historic significance.

Your rates help support hundreds of emerging and established artists in this cultural destination for the community as our arts industry recovers from COVID-19. Visit chapeloffchapel.com.au to see what's on offer.



Where do my rates go?

For every \$100 we spend:



FRANK C & MARGARET E ZAHRA
 C/O: C/O: STUDENT HOUSING AUSTRALIA
 U 1 937-943 DANDENONG RD
 MALVERN EAST VIC 3145

Account number: 19137593

Date due: 04 August 2021

Last bill	Payments received	Balance
\$144.60	– \$144.60cr =	\$0.00

Current charges	Total due
+ \$220.95	\$220.95

Your account breakdown

Issue date	16 July 2021
Property	Unit 211 32-34 St Edmonds Road PRAHRAN VIC 3181
Property reference	11J//04480/00132
Last bill	\$144.60
Payment received	\$144.60cr
Balance brought forward	\$0.00
Our charges (no GST)	\$114.40
Other authorities' charges (no GST)	\$106.59
Total due	\$220.95

Your snapshot

Average daily cost
\$1.25

Important note:

We're keeping our bills stable in 2021-22. Full details on prices and charges at southeastwater.com.au/residentialprices

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

Payment options


Direct Debit

 Set up payments at mysoutheastwater.com.au

EFT (Electronic Funds Transfer)

 BSB: 033-874 Account number: 19137593
 Account name: South EastWater Corporation

BPAY® (Up to \$20,000)

Biller code: 24208 Ref: 10019137590000


Postbillpay

 BillpayCode: 0361 Ref: 10019137590000
 Call 131 816 Visit: postbillpay.com.au
 Or visit an Australia Post store.

Credit Card

 Pay by Visa or MasterCard at southeastwater.com.au
 or call 1300 659 658.

Centrepay

 Arrange regular deductions from your Centrelink payments
 visit humanservices.gov.au/centrepay CRN: 555 050 397J

 Property ref: 11J//04480/00132
 UNIT 211 32-34 ST EDMONDS ROAD
 PRAHRAN VIC 3181

PN11J



*361100191375900000

Total due: \$220.95

Account number: 19137593

Date paid:
Receipt number:

Our charges

Service charges For period 01/07/21 to 30/09/21

Water service charge **\$23.28**

Sewerage service charge **\$91.12**

Total service charges \$114.40

Our charges \$114.40

Other authorities' charges

	Net annual value capped at 1990 levels	Rate in \$	Minimum charge	Charge
Parks	\$2,275.00	.004780	\$80.20	\$80.20
Waterways and Drainage charge 01/07/21 to 30/09/21				\$26.39

Total other authorities \$106.59

Total current charges \$220.95

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/07/21 to 30/09/21**.

Annual parks charge

We collect the annual parks charge for the state government, and it's used for the upkeep of community places like Melbourne's parks, zoos, Royal Botanic Gardens and the Shrine of Remembrance. Its for the period **01/07/21 to 30/06/22**. For more information see parks.vic.gov.au

Additional information

Payment assistance

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

If you need support
with your bill,
we're here to help.

Visit southeastwater.online/heretohelp



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS602022K

The land in PS602022K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2, 101 - 112, 201 - 212, 301 - 312.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SHA OWNERS CORPORATION PTY LTD 575 ELIZABETH STREET MELBOURNE VIC 3000

AK300088C 19/04/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AG826025E 21/10/2009

Additional Owners Corporation Information:

OC002554T 30/10/2008

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 101	10	10
Lot 102	11	11
Lot 103	10	10
Lot 104	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/05/2021 05:07:50 PM

OWNERS CORPORATION 1
PLAN NO. PS602022K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	11	11
Lot 106	10	10
Lot 107	10	10
Lot 108	10	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
Lot 112	10	10
Lot 201	11	11
Lot 202	10	10
Lot 203	10	10
Lot 204	11	11
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	11	11
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 301	10	10
Lot 302	11	11
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10
Lot 306	11	11
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/05/2021 05:07:50 PM

**OWNERS CORPORATION 1
PLAN NO. PS602022K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 310	10	10
Lot 311	10	10
Lot 312	10	10
Total	387.00	387.00

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

Statement End.

OWNERS CORPORATION CERTIFICATE

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

Vendor: Frank Carmell & Margaret Eva Zahra

This certificate is issued for Lot 211 on Plan Number 602022K the postal address of which is:

Greville Terraces 32 St Edmonds Road PRAHRAN 3181 VIC

The current fees for Lot 211 are:

Administration Fund - \$589.80 (inc GST) per quarter
Maintenance Plan - \$56.85 (inc GST) per quarter

The current fees have been levied up until the:

31/07/2021

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

\$0.00

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

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

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

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

At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

Penalty interest applies at this property.

At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

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

The Owners Corporation presently has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Type	Strata
Policy Number	29455
Refer to Policy	Refer to attached Policy for details

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

refer to the attached Financial Statements

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

Other than a possible deficit levy which may be raised to cover period shortfalls.

Other than a possible deficit levy which may be raised to cover period shortfalls.

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

Contracts:
Owners Corporation Management - StrataCo
Refer to attached Contract Register for additional details (if applicable)

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

Nil to my knowledge.

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

As at this date there are no notices or orders.

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

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

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

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: StrataCo

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

Postal Address: Level 1575 Elizabeth Street MELBOURNE VIC 3000

Additional Information:

The common seal of Owners Corporation Plan of Subdivision (VIC) 602022K was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



A handwritten signature in black ink, appearing to read 'Denise Ip'.

Signature of Registered Manager

Dated: 27th, May 2021

Full name: Denise Ip On Behalf of Owners Corporation Plan of Subdivision (VIC) 602022K

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: info@strataco.com.au

Web: www.strataco.com.au

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

Attachments:

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

IMPORTANT: The certificate is issued on the following basis:

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Owners Details and Change of Address Form

Section 134 Owners Corporation Act 2006

Owners Corporation No 602022K
Greville Terraces 32 St Edmonds Road PRAHRAN 3181 VIC
Lot Number: 211

Owner Details

Full Name of owner(s): _____

Address of owners(s): _____

Email Address: _____

Telephone Details:

AH: _____ BH: _____ Mob: _____

Agent Details (if applicable):

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ BH: _____ Mob: _____

Address for Accounts, Notices, etc:

At StrataCo we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail.
(please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to: Owner or Agent (Please circle one)

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

Date: ____/____/____ Signature of Owner/s: _____

Please return completed form to StrataCo
Mail: Level 1 575 Elizabeth Street MELBOURNE VIC 3000
Email: info@strataco.com.au

*Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.
Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.*

Australian Addresses

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

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

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

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

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

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

Please email these details to info@strataco.com.au.

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

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

STRATA^{CO}

OWNERS
CORPORATION
MANAGEMENT

Level 1, 575 Elizabeth St
Melbourne VIC 3000

P +613 9373 6888

E info@strataco.com.au

W www.strataco.com.au

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Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

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

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	29455
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/11/2020 to 05/11/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 602022
Situation	32-34 ST EDMONDS ROAD PRAHRAN VIC 3181

Policies Selected

Policy 1 – Insured Property

Building: \$4,551,261
Common Area Contents: \$44,558
Loss of Rent & Temporary Accommodation (total payable): \$682,689

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$5,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$682,689
Extended Cover - Loss of Rent & Temporary Accommodation: \$102,403



Escalation in Cost of Temporary Accommodation: \$34,134
Cost of Removal, Storage and Evacuation: \$34,134

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

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

Date Printed

22/10/2020

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is currently only at the date of printing.

Balance Sheet Detail

as at 27/05/2021

Registered for GST

	(\$)
Assets	
810 - Levies in Arrears/(Advance) - Total	7,612.44
825 - Cash At Bank	
825.10 - Cheque Account	
825.10.1 - Administrative Fund	52,279.29
825.10.2 - Maintenance Fund	12,822.64
825.20 - Investments	
825.20.1 - Investment #1	24,237.89
825 - Cash At Bank - Total	89,339.82
	Total Assets
	<u>96,952.26</u>
Less Liabilities	
940 - GST Clearing - Total	1,550.48
	Total Liabilities
	<u>1,550.48</u>
	Net Assets
	<u><u>95,401.78</u></u>
Represented by:	
610 - Administrative Fund as at 01/11/2020	29,343.18
Surplus - Administration Fund	28,437.95
	Administration Fund Reserve
	<u>57,781.13</u>
650 - Maintenance Plan as at 01/11/2020	31,600.50
Surplus - Maintenance Plan	6,020.15
	Maintenance Plan Reserve
	<u>37,620.65</u>
	Total Equity
	<u><u>95,401.78</u></u>

Minutes of Annual General Meeting

OWNERS CORPORATION PLAN No. 602022K
Greville Terraces – 32 St Edmonds Road, Prahran VIC 3181

DATE MEETING HELD	15 November 2019		
LOCATION	StrataCo Office – Level 1, 575 Elizabeth St, Melbourne, 3000		
TIME	The meeting commenced at 3:00pm		
MEMBERS PRESENT:	Lot 102	Unit 102	Kane Nelson & Krisna Wardana
	Lot 201	Unit 201	Colin & Sharon Huxley
	Lot 202	Unit 202	Triet T Trieu, Khanh P H Nguyen & Dimitros Halidas
	Lot 301	Unit 301	Liang-Ching Lin, Thu Anh Nguyen & Liang-Huei Lin
	Lot 302	Unit 302	George Nelson
	Lot 308	Unit 308	Dimitros Halidas
PRESENT BY PROXY:	Lot 1	Venetia Papadopoulos	In favour of Dimitros Halidas
	Lot 2	George Nelson	In favour of Kane Nelson
	Lot 101	Huseyin & Emine Haliloglu	In favour of George Nelson
	Lot 103	Keith Teow Hooi Ong	In favour of George Nelson
	Lot 105	Charlotte Berger Frajman	In favour of George Nelson
	Lot 107	Ona Maksvytis & Mattias Juozas, Braach- Maksvytis	In favour of George Nelson
	Lot 108	John Andrew Goodman Levy	In favour of George Nelson
	Lot 203	Charlotte Berger Frajman AFT The Frajman Family Superannuation Fund	In favour of George Nelson
	Lot 208	Caterina Mastroianni	In favour of George Nelson
	Lot 210	Shaike Iam Art Snir & Irit Iris Snir	In favour of George Nelson
	Lot 305	Kevin Pei Kang Hu & Li Zhang	In favour of George Nelson

APOLOGIES: Lot 105 **Charlotte Berger Frajman**

QUORUM: As **17** of the **38** Lots were represented in person or by proxy, a quorum was not declared so all decisions of this meeting are interim decisions.

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

IN ATTENDANCE: **Tony Overell**, General Manager, representing StrataCo Pty Ltd.

Denise Ip, Manager, representing StrataCo Pty Ltd.

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

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

3. **MINUTES:** It was Resolved:

That the minutes of the Annual General Meeting held on the 11/12/2018 be confirmed as a true and accurate account of the proceedings at that meeting.

4. **REPORTS:** It was Resolved:

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

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

It was Resolved:

That the Owners Corporation review the current policy with CHU (which includes Machinery Breakdown coverage) for \$6,295.00.

That future insurance for the property be renewed in accordance with the following option:
 - a. To obtain quotations from the Broker and for the Committee to review and provide instructions.
It was further resolved that StrataCo email the insurance PDS for the last 6 years to those in attendance at the meeting;

It was further resolved that the OC lodge a joint claim for balcony issue and StrataCo to send the claim form to committee for approval prior to lodging;

It was further resolved that StrataCo notify the insurer regarding the balcony issue asap and advise them the OC is currently investigating on how to fix it.

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

NOTE TO LOT OWNERS:

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

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

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

6. VALUATION:

It was noted that last Insurance Valuation was undertaken on the 23/11/2018.

It was **not** Resolved:

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

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

7. FINANCIAL AUDIT:

It was Resolved:

That the Owners Corporation Manager obtain three quotations to undertake an audit of the accounts for the Financial Year ending 31 October 2020 by an independent auditor and provide them to the Committee for their consideration.

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

- 8. FINANCIAL REPORTS:** It was Resolved:
- That the Financial Statements for the period ended 31/10/2019, as attached to the meeting Notice, be adopted.
- 9. BUDGET & CONTRIBUTIONS:** It was Resolved:
- a) That the proposed **Administration Fund Budget**, as attached, be adopted. The Administration Fund contribution for the Financial year which commences on the 01/11/2019 will be \$83,000 plus GST.
 - b) That the proposed **Maintenance Fund Budget**, as attached, be adopted. The Maintenance Fund contribution for the Financial year which commences on the 01/11/2019 will be \$8,000 plus GST.
 - c) That the **Administration Fund and Maintenance Fund** contributions be paid in advance in quarterly instalments due on the following dates:

01/11/19	01/02/20	01/05/20	01/08/20
----------	----------	----------	----------
 - d) That if there is any change to the contributions from the prior year an adjustment levy will be issued following the AGM, as levies for the new Financial Year have already partly been issued
- 10. PENALTY INTEREST & DEBT COLLECTION:** It was Resolved:
- That the Owners Corporation take all necessary steps for the enforcement of any obligations of any lot owner to the Owners Corporation arising under the Owners Corporations Act 2006, Owners Corporations Regulations 2007 or the rules of the Owners Corporation, including the undertaking of legal proceedings in the Victorian Civil and Administrative Tribunal for the recovery of outstanding fees, levies, charges and other monies due to the Owners Corporation, and that the Owners Corporation:
- 1. Will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment at a rate of interest equivalent to the maximum rate of interest from time to time payable under the Penalty Interest Rates Act 1983; and
 - 2. delegates to the manager of the Owners Corporation the power to:
 - (a) grant a waiver of payment of such interest; and

(b) Engage legal practitioners for the purposes of any such enforcement.

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

Change of address form is available on www.strataco.com.au or email your new details to info@strataco.com.au.

11. MAINTENANCE PLAN:

It was noted that details of the implementation and expenditure from the Maintenance Plan were listed in the Financial Statements of the Owners Corporation,

The last Maintenance Plan was undertaken in October 2015.

It was **not** Resolved:

That the Owners Corporation obtain a 10 year Maintenance Plan (or update of, as applicable).

12. COMMON SEAL:

It was Resolved:

That pursuant to the Section 20 of the Owners Corporations Act 2006 to authorise the affixing of the actual or digital version of the common seal of the Owners Corporation to leases, licenses, assignments, Owners Corporation certificates or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation.

13. ESSENTIAL SERVICES:

Lot owners were advised that they are responsible for the maintenance and reporting on essential service items within their Lot if non-compliant with the appropriate Australian Standards (e.g., smoke detectors, fire sprinklers (reporting only), etc.).

14. OH&S:

It was **not** Resolved:

That the Owners Corporation engage a suitably qualified contractor to undertake a Common Area Occupational Health & Safety (OH&S) Audit.

15. RECOVERY OF COSTS:

It was Resolved:

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

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

16. MANAGER:

A motion was put forward by the Proxy holder for Lot 105 to provide 30 days notice to remove the current Owners Corporation Manager.

Vote: Yes 3 No 14 Abstain 0

Denise Ip and Tony Overell left the meeting at this time.

It was Resolved:

That the Owners Corporation request StrataCo to consider a six month agreement term with a further option for an additional six months and the Committee be authorized to review StrataCo’s response and approve any variance at their discretion.

Vote: Yes 13 No 0 Abstain 4

It was further resolved that should StrataCo not accept the request for a 6 month term that StrataCo Pty Ltd be appointed as the Managers of Owners Corporation No.602022K for one (1) year for a fee of \$8,778.00 (incl. GST) plus disbursements, adjusted annually as detailed in the Contract of Appointment. Further that the common seal be affixed to the Contract of Appointment of the Manager and be witnessed by and in the presence of two lot owners in accordance with section 20 and 21 of the Owners Corporations Act 2006.

Vote: Yes 14 No 0 Abstain 3

Denise Ip and Tony Overell returned to the meeting at this time.

17. COMMITTEE AND OFFICE BEARERS:

It was Resolved -

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

Lot 2	Kane Nelson
Lot 102	Krisna Wardana
Lot 302	George Nelsom

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

18. COMMITTEE DELEGATED POWERS:

It was Resolved:

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

19. GENERAL BUSINESS:

1. Compliance to S173

It was resolved that owners contact Student Housing Australia to seek a pro rata refund of the s173 Compliance expense if their lot is self-managed or managed by another agent;

Denise Ip and Tony Overell left the meeting at this time.

2. Unilodge Proposal

It was resolved that subject to the Committee finding a suitable proposal within 90 days that SHA be removed as the Managing Agent for the building.

Vote: Yes 13 No 4 Abstain 0

Denise Ip and Tony Overall returned to the meeting at this time.

3. Laundry lease

Kane Nelson advised the meeting that he had obtained three alternate proposals to provide on-site laundry facilities and tabled a proposed agreement to provide such facilities to the Owners Corporation to replace the current provider.

It was resolved that the Agreement entitled "Onsite Pay-Per-Use Laundry Facilities" between Nelson Conglomerate Pty Ltd and the Owners Corporation for a period of 5 years to provide Onsite laundry facilities, as detailed in the Agreement, with 35% of the revenue paid back to the Owners Corporation, be approved.

Vote: Yes 16 No 0 Abstain 1

4. Photocopier lease

Kane Nelson tables a proposed agreement to provide photocopier services to residents within the Owners Corporation.

It was resolved that the Agreement entitled 'Onsite Pay-Per-Use Photocopier Facilities' between Nelson Conglomerate Pty Ltd and the Owners Corporation for a period of 5 years to provide Onsite photocopy facilities, as detailed in the Agreement, with 10% of the revenue paid back to the Owners Corporation, be approved.

Vote: Yes 13 No 0 Abstain 4

5. Vending Machine

The Committee requested two proposals to be provided to the Committee for consideration. StrataCo presented the proposal from LCS to the Committee and advised that Provender has declined to provide a proposal as 38 lots is under their minimum requirements to provide the free vending machine and service/commission.

It was resolved that StrataCo to source another quotation for a vending machine and the Owners Corporation delegate the power to the Committee to approve if appropriate.

6. Balcony repairs

It was discussed that some balconies on the front of the building

required rectification works due to water damage which should be undertaken within the next 6-12 months. Lot 103 suggested to replace the balconies with steel instead of timber.

It was resolved that Dimitros from Lot 308 obtain a third quotation for the required engineering report.

It was further resolved that the Owners Corporation use surplus Administrative funds to pay the engineering report.

7. Ground floor amendment

The Committee advised the meeting of their plans to carry out upgrading works for the common property on the Ground Floor and to build three additional lots in order to generate income for the Owners Corporation.

It was resolved that the Committee to approach Council for further information as to what requirements they may have with any development/ planning application.

Ballot

It was resolved that a ballot form to be sent to all lot owners regarding the planning permit application to the City of Stonnington relating to the creation of the proposed three additional lots on the Ground Floor.

Vote: Yes 17 No 0 Abstain 0

It was noted that the Committee is looking for volunteers to translate the ballot into other languages.

8. Owners Contact Details consent

The Committee would like to communicate with owners directly, therefore the Owners Corporation sent out the Owners Contact Details Consent Form to all owners prior to the AGM, however some owners have not responded yet.

It was resolved that StrataCo to follow up with owners who have not responded to the Owners Contract Details Consent Form.

9. NBN works

It was discussed that the contractor will visit the property on Tuesday, 19 November 2019 and patch the hole in the wall which was left after

their installation works. StrataCo will update the Committee accordingly.

10. Outstanding Linkfire quotes

It was resolved that StrataCo contact Linkfire to request they combine all of their outstanding quotations and ask if they can offer a cheaper all-inclusive quotation.

It was further resolved that StrataCo request an additional quotation from Fire Rating Solutions for the same scope of works as Linkfire and provide to the Committee for their consideration.

11. Lift maintenance

It was noted that the lift maintenance contract was up for renewal. The manufacturer recommended the lift be serviced quarterly. StrataCo has previously presented the quotations from Easy Living and Fuji Elevators to the Committee for review.

It was resolved that the StrataCo contact the contractor who originally installed the lift to obtain their maintenance recommendation.

It was further resolved that the lift manual to be sent to the Committee once received.

It was further resolved that StrataCo request further details from the insurance company to clarify if a comprehensive lift maintenance agreement needs to be purchased as the current insurance already covers machinery breakdown.

12. Potential water leak in the building

The Committee has requested to obtain 3 quotes to investigate the cause of the spikes and high water usage in the building for the possibility of a water leak. StrataCo presented quotations from Chadoak, You&Co and Plumbing Possibilities to the Committee for their consideration. It was advised by StrataCo that the next water bill will be available in January 2020 to review if the spike in usage continues.

It was resolved that Lot 301 to provide his plumber's contact number to StrataCo. StrataCo will then contact and obtain another quotation for the Owners Corporation to consider. The quotation should contain the hours required for investigation.

13. Waste collection

The Committee is looking to change the waste collection from the existing private waste collector to Council waste collection. A copy of the waste management plan was tabled at the meeting.

It was noted that StrataCo contacted the City of Stonnington Council regarding this matter. Council has advised the waste management plan that is currently in place has stipulated that only private waste company can be used.

It was resolved that StrataCo to find out how to lodge an amendment request to the waste management plan.

14. Online cloud based management portal

It was discussed that StrataCo is currently working on a transition of management software to allow for owners to access records online, and are expecting the online portal will become available by the end of this year or early January.

15. Doors of Unit 106, 206 and 304 require to be shaved

It was resolved that these doors be shaved as per the quotation provided, however no painting work will be carried out.

20. NEXT MEETING:

It was Resolved:

That the next Annual General Meeting be held in November 2020.

21. CLOSE:

With no further business the meeting was declared closed at **7.00 pm**

Approved Budget to apply from 01/11/2019

OCPS 602022K (S32)

Greville Terraces, 32 St Edmonds Road, PRAHRAN
VIC 3181

Administrative Fund

**Approved
budget**

Revenue

Laundry Receipts--Admin	2,000.00
Levies Due--Admin	83,000.00
<i>Total revenue</i>	85,000.00

Less expenses

Admin--Admin Charges	500.00
Admin--Compliance to Section 173	2,800.00
Admin--Disbursements	1,036.26
Admin--Legal Fees	3,000.00
Admin--Management Fees	7,980.00
Insurance--Premiums	5,000.00
Maint Bldg--Car Stacker Contract	1,750.00
Maint Bldg--Caretaker--Contract	7,800.00
Maint Bldg--Consultants- External	7,000.00
Maint Bldg--Fire Alarm Monitoring	2,000.00
Maint Bldg--Fire Services Maintenance Contract	4,300.00
Maint Bldg--Fire Services Maintenance Repairs	4,316.00
Maint Bldg--General Repairs & Maintenance	5,000.00
Maint Bldg--Lift--Maintenance Contract	1,000.00
Maint Bldg--Plumbing	500.00
Maint Bldg--Plumbing--Back Flow Testing	200.00
Maint Bldg--Plumbing--HWS Repairs & Maintenance	1,000.00
Maint Bldg--Plumbing--HWS--Contract	400.00
Maint Bldg--Cleaning--Carpet/Furniture	500.00
Tax--Tax Payment to ATO	850.00
Tax--Tax Preparation & Lodgement	1,300.00
Utility--Electricity	4,000.00
Utility--Gas	6,000.00
Utility--Telephone Charges	660.00
Utility--Waste Management--Bins Cleaning	132.00
Utility--Waste Management--Contract	5,000.00
Utility--Water & Sewerage	11,000.00
<i>Total expenses</i>	85,024.26

Surplus/Deficit

(24.26)

Opening balance	15,885.06
-----------------	-----------

Closing balance

\$15,860.80

Administrative Fund

**Approved
budget**

Total units of entitlement	387
Levy contribution per unit entitlement	\$235.92
Budgeted standard levy revenue	83,000.00
Add GST	8,300.00
Amount to raise in levies including GST	<hr/> \$91,300.00

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

Levies Due--Maintenance	8,000.00
<i>Total revenue</i>	<u>8,000.00</u>

Surplus/Deficit8,000.00

Opening balance	24,419.76
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Closing balance\$32,419.76

Total units of entitlement	387
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Levy contribution per unit entitlement	\$22.74
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Budgeted standard levy revenue	8,000.00
--------------------------------	----------

Add GST	800.00
---------	--------

Amount to raise in levies including GST	<u>\$8,800.00</u>
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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*.



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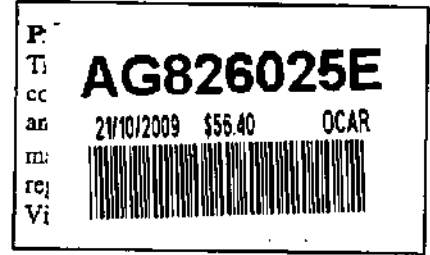
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Account # 20/0

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**



Lodged by: *John Cornwall*
Name: *JOHN CORNWALL OWNERS CORPORATION P/L*
Phone: *9375 6800*
Address: *575 ELIZABETH ST MELBOURNE*
Reference:
Customer Code: *13837R*

Owners Corporation Number: *1* Plan number: *PS602022K* ✓

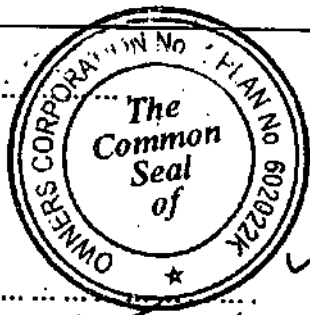
Supplied with this notification is:

- 1. The consolidated copy of the rules of the Owners Corporation currently in force.
- 2. If applicable, the special resolution passed on *7/11/2008* under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: *16/10/09*

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.
.....

The common seal of Owners Corporation Number *1*
Plan number *PS 602022K*
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:



Simon Feingold
Sole
Lot Owner *SIMON FEINGOLD on* Lot Owner
Full name *behalf of St Edwards Road* Full name
Address *Project P/L* Address
4/3, 299 Thoraki Road
St. Yarra 3141

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

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

AG826025E

21/10/2009 \$56.40 OCAR



**Owners Corporation No. 1 Plan No. PS 602022 K
32 St. Edmonds Road Prahran Vic 3181**

Additional Rules

A LOT OWNER MUST NOT, AND MUST INSURE THAT THE OCUPPIER OF A LOT OWNERS LOT DOES NOT:-

1. Use the common property or the common facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other lot owners or occupiers of lots or their families or visitors.
2. Use or permit the common property to be used for any purpose other than that for which it was designed.
3. Do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased.
4. Leave open or prop open any common doors, gates or garage doors that would give unauthorized persons access to the property.
5. Provide entry to the property or the building to persons unless such persons are known to be entitled access to the property or the building.
6. Use or permit to be used any part of the car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the written consent of the owners corporation or its authorized delegate.
7. Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the owners corporation.
8. Park a bicycle in the common property other than in the designated area allocated for the purpose of bicycle parking.
9. Permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other lot owner or occupier of any lot or the families or visitors of any lot owner or occupier or be in conflict with any statutory agreement, town planning permit or present or subsequent Section 173 Agreement pursuant to The Planning and Environment Act 1987
10. Make or permit to be made any undue noise in or about the common property or the common facilities or any lot affected by the owners corporation save that for any trades or maintenance person engaged by a lot owner or occupier or the owners corporation to carry out building works or repairs and maintenance will be required to comply with the provisions of the Environment Protection (Residential Noise) Regulations 1997 No. 120 and any amending regulations thereto.
11. Make or permit to be made any undue noise from musical instruments or machinery of any type which may be heard outside a lot between the hours of midnight and 8:00am.

*Certified in accordance with
Section 142.*
[Signature]

- 12. Keep any animal on the common property or common facilities after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance.
- 13. Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the owners corporation.
- 14. a) Erect or allow to be erected any sign or display or placard of any type on any lot or upon the common property including but not limited to; for lease, to let, for sale or auction boards.

b) Signage for the purpose of the proper operation of the development and identifying the development as purpose built student accommodation may be erected on common property by Student Housing Australia Pty Ltd during major lease up periods subject to the approval of the owners corporation or its authorized delegate.
- 15. Hang any clothes or other articles from or outside a lot including on or from any balcony, porch, entrance or landing of a lot or the common property.
- 16. Must not smoke on any part of the common property, or in an area that affects the common property.

A LOT OWNER MUST ENSURE THAT THE OCCUPIER OF THEIR LOT:-

- 17. Use the common facilities strictly in accordance with the regulations governing such use which shall be made by the owners corporation from time to time.
- 18. Keep all garbage and refuse within the lot in appropriate containers and in an hygienic manner and to regularly dispose of the garbage and refuse in an area in the common property designated by the owners corporation or the responsible authority for such purpose.
- 19. Ensure that all garbage and refuse is only placed in the bins in the designated area provided by the owners corporation or the local council and ensure that after placing the garbage and refuse in the bins that the lids of the bins are securely closed.
- 20. Clear on each and every day the contents of the lot mail box.

NON COMPLIANCE

- 21. The Owners Corporation Act 2006 allows for non compliant Lot Owners to be brought before the Victorian and Civil Administration Tribunal (VCAT) if the matter is unable to be resolved by way of the internal complaints process.
- 22. The Owners Corporation may recover, as a debt due from persons in default or breach, the costs charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary to committee member of the Owners Corporation) arising out of any default or breach, by any lot owner or occupier of a lot, or any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation or any breach pursuant to any section of any Planning Permit governing the property..

Simon Feingold

Certified in accordance with Section 142.

AG826025E

21/10/2009 \$56.40 OCAR



Contract Schedule 2020

Owners Corporation Plan No PS: 602022K

Address: 32 St Edmonds Road, Prahran 3181

Contractor	Service	Term
Linkfire	Testing & Maintenance Fire alarm	Annual
	Testing level 1&2 fire ext/Hose reel/Hydrants	
	Testing E & E lighting	
Fuji	Lift Maintenance	Annual
Eastlink Air	Mechanical Ventilation	Annual
AGL	Gas supply (common)	Monthly
AGL	Electricity supply (common)	Monthly
Caretaker Italo	Caretaking/Cleaning common areas	Monthly
South East Water	Water Supply Common	Quarterly
Waste Wise	Waste management	Monthly
Telstra	Phone	
Launder Lease Coin-op	Maintain laundry equipment	Annual
StrataCo Pty Ltd	Owners Corporation Management	Annual



RESIDENTIAL TENANCY AGREEMENT

BETWEEN

Mr Frank & Mrs Margaret Zahra
AS LANDLORD/S

And

Kenneth Bryan Pardilla
AS TENANT/S

FOR

Unit 211 / 32 St Edmonds Rd, Prahran VIC 3181

RENTED PREMISES

w. sha.com.au e. info@sha.com.au

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the **23 November 2020** at Melbourne

BETWEEN (LANDLORD)

Mr Frank & Mrs Margaret Zahra ABN (if any)
C/- Student Housing Australia
575 Elizabeth Street, Melbourne VIC 3000

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

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

City Office
575 Elizabeth St,
MELBOURNE VIC 3000
Direct 03 9373 6800

Caulfield/Malvern Office
Level 1, 943 Dandenong Rd,
MALVERN EAST VIC 3145
Direct 03 9572 8333

Burwood Office
271 Burwood HWY
BURWOOD VIC 3125
Direct 03 9834 2500

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

AND (TENANT)

Kenneth Bryan Pardilla ABN (if any)
Unit 211 / 32 St Edmonds Rd, Prahran VIC 3181

1. Premises

The landlord lets the premises known as **Unit 211 / 32 St Edmonds Rd, Prahran VIC 3181**
 Utilities included in the RTA are **Gas and Water** All other utilities are the tenant's responsibility

2. Rent

The rent amount is **\$737.00 PER CALENDAR MONTH**
 The first rent payment is due is **03/12/2020.**

Pay Period: **Calendar Monthly** from **03/12/2020**
 (the date of each month when rent is due is always one full month in advance)
 Place of payment: **Student Housing Australia.**

3. Bond

The tenant must pay a bond of **\$737.00** to the landlord/agent on or before **03/12/2020.**

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

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

NAME: **Kenneth Bryan Pardilla**
 BOND AMOUNT: **\$737.00**

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

4. Period

(a) The period of the agreement is: **14 Months** approximately
 Commencing on the **03/12/2020**
 And ending on the **09/02/2022**

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

OR

(b) The agreement will commence from the _____ day of _____, 20____

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

5. Condition of the premises

The LANDLORD must-

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

6. Damage to the premises

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

7. Cleanliness of the premises

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

8. Use of premises

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

9. Quiet enjoyment

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

10. Assignment or sub-letting

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

11. Consent to Electronic Service of notices and other documents

- (a) The TENANT, **Kenneth Bryan Pardilla**
 Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

TENANT'S email address for service: kennethbryanpardilla.ict@gmail.com

OR

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

- (b) The LANDLORD, **Mr Frank & Mrs Margaret Zahra**
 Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

LANDLORD'S email address for service: info@sha.com.au

OR

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

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

12. Withdrawing Consent to Electronic Service

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

13. Residential Tenancies Act 1997

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

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

Additional Terms

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

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

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

- 14.1. You must ask me in "writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give permission, I may ask you to comply with reasonable conditions and, before our tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.
- 14.2. These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

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

15. Other use of my premises

- 15.1. You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in *writing for permission beforehand. If I give my permission, I may also ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 15.2. You must ask me in *writing for permission before you enter into a license agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

16. Utility charges at my premises

- 16.1. I am responsible for the costs and charges set out in section 53 (1) and, if applicable, section 54 of the Residential Tenancies Act 1997.
- 16.2. You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read sections 52, 53 (1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts).
- 16.3. If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault. I will have the service reconnected or repaired at my cost.
- 16.4. If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service reconnected or repaired at your cost.
- 16.5. If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

17. My insurances for my premises

- 17.1. If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 17.2. If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 17.3. My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

18. Light globes and fluorescent tubes at my premises

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

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

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

20. Damage to my premises

- 20.1. You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or contractor.
- 20.2. Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, and excessive amounts of lavatory paper, paper towel, sanitary pads, tampons & wipes. This is not a complete list. I have provided it as a guide only.
- 20.3. When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours – even if you, or anyone you have allowed to come on to my premises including me or my managing agent or my contractor, caused it.
- 20.4. If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

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

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

22. Smoke Detectors and Heaters at my premises

- 22.1. If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.2. If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry out the test from time to time. If, when you carry out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.3. You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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

- 23.1. You must not bring onto, or store, inflammable liquids, gases or automotive or machinery lubricants at my premises.
- 23.2. Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it as a guide only.
- 23.3. You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 23.4. Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 23.5. Examples of vehicle include: a motor car of any description, prime mover, truck, utility, van, bus, tractor, agricultural or earth moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it as a guide only.

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

- 24.1. You must store rubbish and waste in appropriate containers with close-fitting lids
- 24.2. If a place is, or places are, provided for rubbish and waste containers, you will keep them there
- 24.3. You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 24.4. An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

25. Hanging washing at my premises

- 25.1. If you hang washing or other articles in the open air, you must use the clothesline provided, if any.
- 25.2. If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owner's corporation rules.

26. Looking after the garden at my premises

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

27. Pets at my premises

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

28. Assignments, subletting or abandoning my premises

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

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

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

30. Remaining at my premises after your tenancy ends

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

31. If I require my premises when your tenancy ends

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

32. Changing the locks and alarm code at my premises

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

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

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

34. Owners Corporation rules and my premises

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

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

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

36. Increasing the rent on my premises

- 36.1. If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 36.2. If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the prescribed form for the purpose.
- 36.3. If this is a periodic residential tenancy agreement –
- if I propose to increase your rent, I will give you at least 60 days' notice; and
 - the notice I give you will be in the prescribed form for the purpose.
- 36.4. I acknowledge I must not increase your rent at intervals of less than 12 months.

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

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

38. Cleaning carpets when vacating my premises

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

39. Tenant Reimbursement: late or non payment

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

40. Ironing

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

41. Candles

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

42. Apartment Fridge

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

43. Condition of property

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

44. Lease break

Further to Additional Term 28.2 The Agent will assist Tenants who find it necessary to break the lease provided:

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

45. Smoke free zone

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

46. Parking

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

47. Fire Alarm activation costs and charges

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

48. Tenant cannot grant a licence or part with occupation without consent

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

49. Privacy act 1988 collection notice

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

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

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

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

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

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

Signature of landlord(s)



Mark McDonald on behalf of Mr Frank & Mrs Margaret Zahra

Signed by the tenant :



Kenneth Bryan Pardilla (Nov 24, 2020 14:00 GMT+11)

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 09 November 2021 11:18 AM

PROPERTY DETAILS

Address: **211/32-34 ST EDMONDS ROAD PRAHRAN 3181**
Lot and Plan Number: **Lot 211 PS602022**
Standard Parcel Identifier (SPI): **211\PS602022**
Local Government Area (Council): **STONNINGTON**
Council Property Number: **65941**
Directory Reference: **Melway 2L H11**

www.stonnington.vic.gov.au

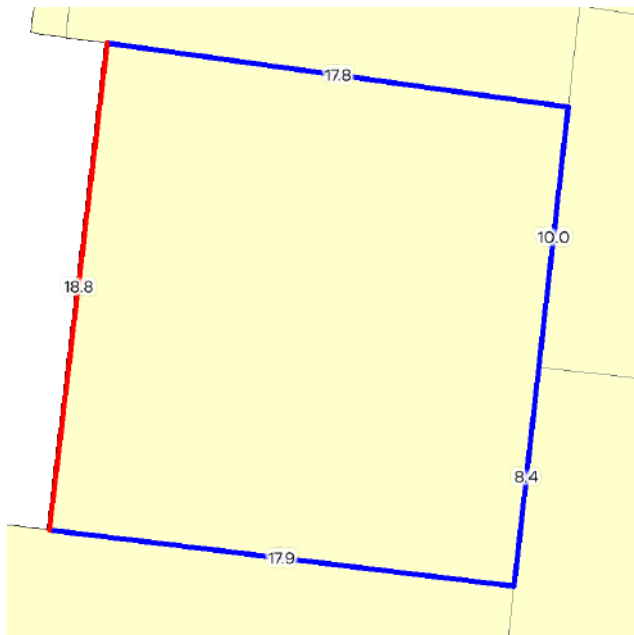
Note: There are 37 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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 on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 333 sq. m

Perimeter: 73 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.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Planning Zone: [ACTIVITY CENTRE ZONE \(ACZ\)](#)
[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)

Planning Overlay: [INCORPORATED PLAN OVERLAY \(IPO\)](#)
[INCORPORATED PLAN OVERLAY - SCHEDULE 3 \(IPO3\)](#)

PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning scheme data last updated on 28 October 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 apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Area Map



PROPERTY DETAILS

Address: **211/32-34 ST EDMONDS ROAD PRAHRAN 3181**
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 Standard Parcel Identifier (SPI): **211\PS602022**
 Local Government Area (Council): **STONNINGTON**
 Council Property Number: **65941**
 Planning Scheme: **Stonnington**
 Directory Reference: **Melway 2L H11**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

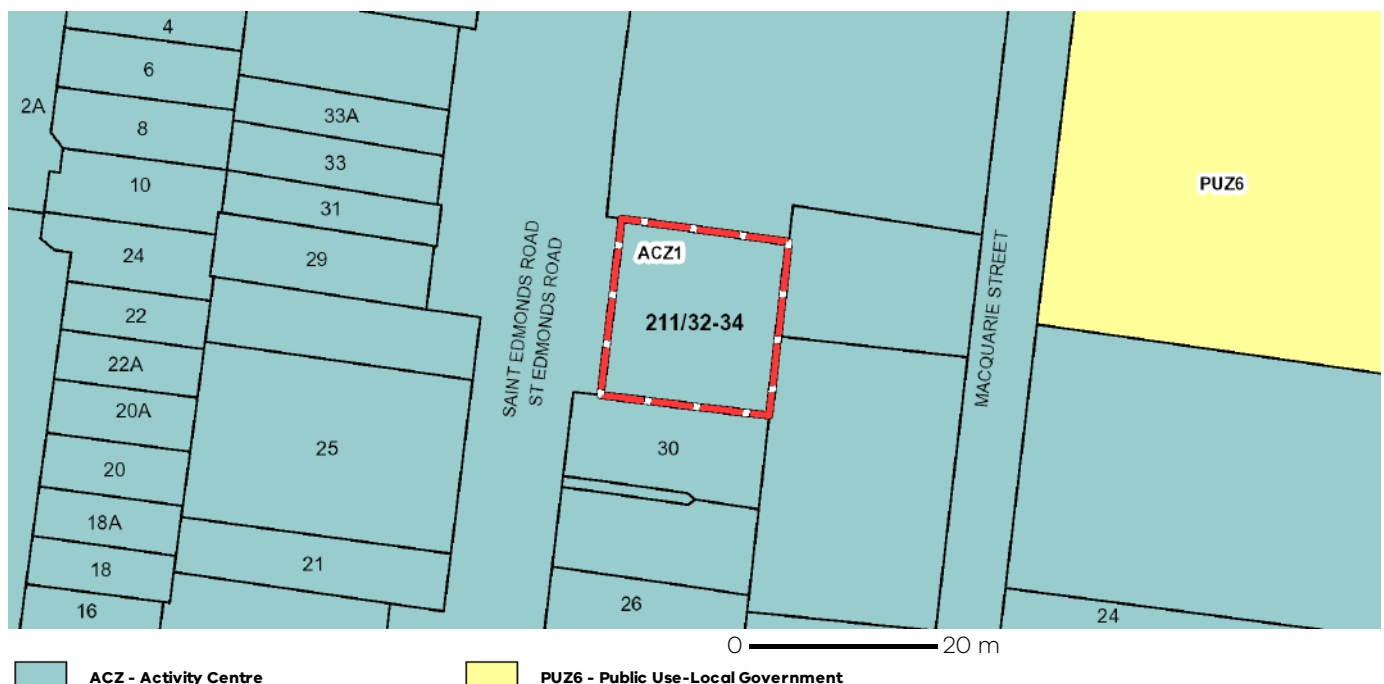
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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

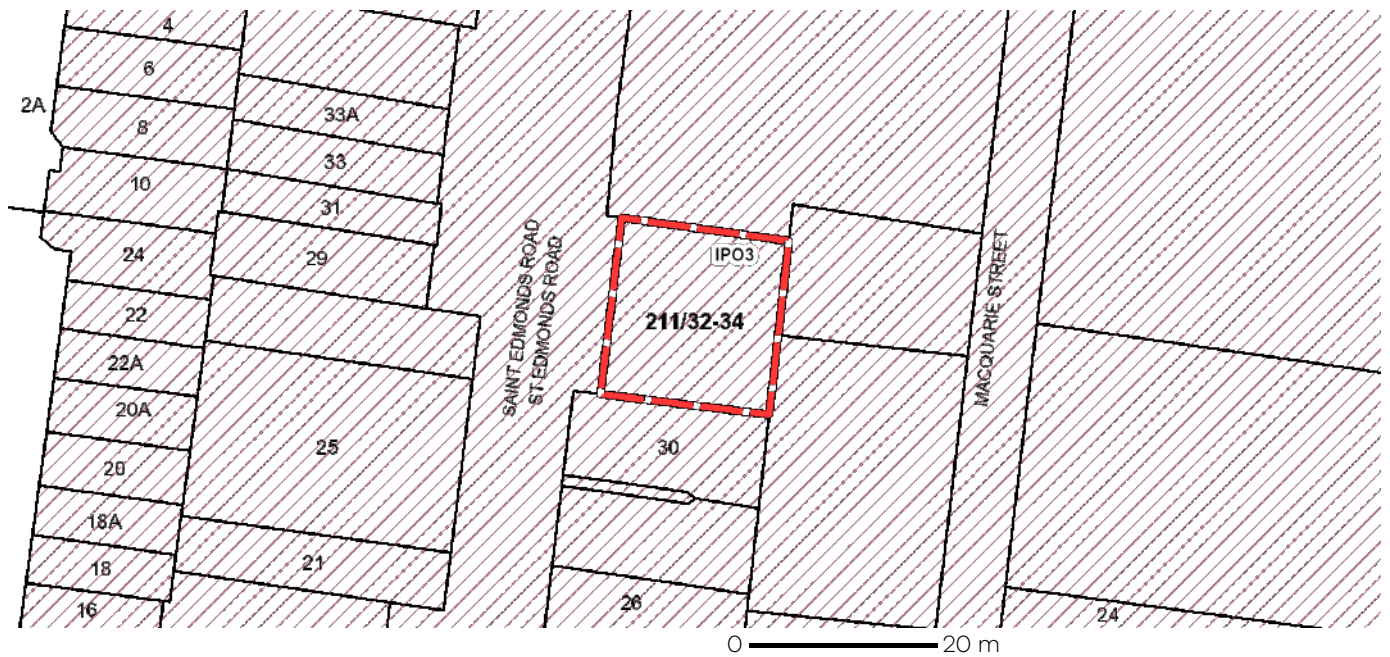


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

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

[INCORPORATED PLAN OVERLAY - SCHEDULE 3 \(IPO3\)](#)



IPO - Incorporated Plan

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



HO - Heritage

PAO - Public Acquisition

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 28 October 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>

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

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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