

PETER JOHN ARUNDEL

Contract of Sale of Real Estate

Unit 706/42 Porter Street, Prahran VIC 3181

Hicks Oakley Chessell Williams

Lawyers and Notary

Level 2, Building 1, The Central
1 Ricketts Road, Mount Waverley VIC 3149
PO Box 2165
Mount Waverley VIC 3149

DX 32002 Mount Waverley
Tel: (03) 9550 4600
Fax: (03) 9544 8711

Level 14, 114 William Street
Melbourne VIC 3000
PO Box 16067
Collins Street West VIC 8007

DX 31331 Mid-town
Tel: (03) 9629 7411
Fax: (03) 9629 7422

Ref: SL:fw:2211124 - MT WAVERLEY OFFICE

Contract of sale of land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

© Copyright August 2019

Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2021.

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2021.

Print name(s) of person(s) signing: PETER JOHN ARUNDEL
.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of sale

Vendor's estate agent

Name: Viva Property .

Address: 575 Elizabeth Street Melbourne VIC 3000

Email: zenok@vivaproperty.com.au

Tel: 03 93736868 Reference: Mr. Zeno Kobica

Vendor

Name: PETER JOHN ARUNDEL

Vendor's legal practitioner or conveyancer

Name: **HICKS OAKLEY CHESSELL WILLIAMS**

Address: Central 1, Level 2, Suite 17, 1 Ricketts Road, Mt Waverley VIC 3149

Postal Address: PO Box 2165, Mount Waverley VIC 3149

Email: sarah.lindsey@hocw.com.au

Tel: 03 9550 4600 Fax: 03 9544 8711 DX: 32002 MOUNT WAVERLEY Ref: SL:FW:2211124

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 11374	Folio 993	706	632276G
Volume	Folio		

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 706/42 Porter Street, Prahran VIC 3181**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, electric light fittings and window furnishings, dishwasher and microwave oven.

Payment

Price \$

Deposit \$ 10% of the Price payable on the signing hereof

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on the expiration of 60 days from the Day of Sale or earlier by agreement.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

NOTICE TO PURCHASER**PURSUANT TO SECTION 14-255 SCHEDULE 1
OF THE TAXATION ADMINISTRATION ACT 1953 (CTH) (Act)
AND SPECIAL CONDITION 1D****Purchaser GST Withholding Obligations**

The Vendor hereby gives Notice that the Vendor warrants and confirms that the Property the subject of this Contract of Sale is NOT new residential premises or potential residential land as defined in section 14-250 of the Act and the Purchaser has no GST withholding obligations.

Vendor: PETER JOHN ARUNDEL

Property: Unit 706/42 Porter Street, Prahran VIC 3181

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Identity of land

General Condition 7 is hereby deleted.

The Purchaser hereby admits the identity of the land with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the land as occupied and the same as shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend the Title or to bear or to contribute to the expense of any amendment of Title.

Special condition 2 – Planning

The land is sold subject to any restriction as to use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect of any restriction.

Special condition 3 – Entire Agreement

The Purchaser acknowledges that:

- a) no information, representation or warranty by the Vendor, the Vendor's agent or the Vendor's Legal Practitioner was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- b) no information, representation or warranty has been so relied upon; and
- c) this contract and the Vendor's section 32 statement, a copy of which is annexed, constitutes the entire agreement of the parties for the sale and purchase of the property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the property.

Special condition 4 – Further Acknowledgements

The Purchaser further acknowledges that the Purchaser takes the Property including improvements, chattels and fixtures in their present state and condition and that the Vendor makes no representations or warranties as to their fitness for purpose or whether they are in working order, and that:-

- (a) the Vendor shall not be required to undertake any repairs, alterations or works of any nature whether with respect to condition, materials or anything else;
- (b) the Vendor shall not be required to obtain the consent of any party or to move or remove any structure in the event any of the improvements on the Property are built over or near easements located on the Property;
- (c) the Vendor shall not be required to make good any damage or undertake any repairs, alterations or works of any nature with respect to removal of any fixtures or chattels excluded from the sale.
- (d) no objection shall be taken or requisitions made and no compensation shall be claimed or allowed and settlement shall not be delayed by reason of any matter arising from the same;

Special condition 5 – Sale by Auction

If the Property is offered for sale by public auction, it is offered subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land Regulations 2014* which are set out below or any rules prescribed by regulation which modify or replace those Rules.

Rules for the Conduct of an Auction

The Schedules of the *Sale of Land Regulations 2014* prescribe rules for the conduct of auctions as follows:-

1. Either:
 - (a) No bids may be made on behalf of the Vendor of the land; OR
 - (b) The auctioneer may make one or more bids on behalf of the Vendor at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the property.

Special condition 6 – Property in Goods

The property in any goods shall not pass to the Purchaser until payment in full of the Price.

Special condition 7 – Settlement Date

Where settlement does not take place on the Electronic Lodgement Network:

- (a) On the Settlement Date settlement shall be effected prior to 3.00pm at the offices of the Vendor's Legal Practitioners or any other place nominated by the Vendor's Legal Practitioners.
- (b) If settlement occurs after 3.00pm on the Settlement Date, the Purchaser is deemed to be in default in payment of the Residue until the following business day.
- (c) At settlement the Purchaser must pay the residue to the Vendor less any deductions or plus or minus any adjustments made in accordance with the Contract. Payment must be by an unendorsed bank cheque or cheques in favour of the Vendor or otherwise as the Vendor or the Vendor's Legal Practitioners direct in writing.

Special condition 8 – Investment of Deposit

The parties direct that the Deposit payable by the Purchaser hereunder may be paid by the Vendor's Agent to Hicks Oakley Chessell Williams as stakeholder who shall be authorised to hold the Deposit in an interest bearing Trust Account or an interest bearing Trust Account Term Deposit with a bank nominated by Hicks Oakley Chessell Williams until the earlier of the Settlement Date or the date on which the deposit is released pursuant to Section 27(1) of the provisions of the *Sale of Land Act 1962* (as amended). In the event that this contract is avoided through no fault of the Purchaser, interest on such account shall accrue for the benefit of and be paid to the Purchaser, otherwise such interest shall accrue for the benefit of and be paid to the Vendor. The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number.

Special condition 9 – Loss or Damage Before Settlement

General Conditions 31.4, 31.5 and 31.6 are hereby deleted.

Special condition 10 – *Foreign Acquisitions and Takeovers Act 1975 (Cth)*

- (a) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* requiring the obtaining of consent to this contract do not apply to the Purchaser and to this contract.
- (b) In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor any costs which may be incurred by the Vendor as a consequence thereof.
- (c) This warranty and indemnity shall not merge on completion of this contract.

Special condition 11 – Security Interests

The Purchaser acknowledges that in the event of a security interest registered against the Vendor by:-

- (a) the Mortgagee, the Discharge of Mortgage will be accepted as sufficient discharge of the security interest;
- (b) other than the Mortgagee, the Purchaser will accept a letter releasing the Property from the security interest at Settlement

and the Purchaser will not require a formal release of the security interest, nor deduct any moneys for such, at Settlement.

Special condition 12 – Stamp Duty Indemnity

The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract and/or any substitute contract and/or the Instrument of Transfer or Conveyance of the land. This special condition shall not merge on completion of this contract.

Special condition 13 – Stamp Duty: Purchasers Buying Unequal Interests

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Date of Sale the proportions in which they are buying the Property (the proportions).
- (b) If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed under the Duties Act 2000 as a result of the variation.
- (c) This Special Condition will not merge on completion.

Special condition 14 - No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other money payable under this Contract and otherwise to pay, perform and observe the terms and conditions of this Contract shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation, be or be deemed to be waived, diminished, varied, prejudiced or otherwise affected by any time, indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser otherwise than in accordance with this Contract and time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

GUARANTEE AND INDEMNITY

TO: The Vendor named and described in the Schedule

IN CONSIDERATION of you entering into a Contract (**Contract**) with the Purchaser (**Purchaser**) named and described in the Schedule to sell to the Purchaser the property described in the Schedule at the request of the persons named in the Schedule as the Guarantor (**Guarantor**) and for all other good and valuable consideration the Guarantor **AGREES WITH AND GUARANTEES AND INDEMNIFIES** you as follows:-

1. **The Guarantor** shall pay to you on demand by you any money payable under the Contract which is not paid by the Purchaser within the time prescribed in the Contract for payment, whether demand for the money has been made by you on the Purchaser or not.
2. **The Guarantor** shall perform on demand by you all obligations binding the Purchaser which the Purchaser does not perform within the time prescribed in the Contract for performance, whether demand for performance has been made by you on the Purchaser or not.
3. **You** may, without affecting this Guarantee, grant any extension of time or other indulgence to, compound or compromise with or release the Purchaser or any person or corporation (including any person or corporation liable jointly with the Guarantor in respect of any other guarantee or security) from compliance with the provisions of the Contract or release, vary or renew in whole or in part any security, document of title, asset or right held by you.
4. **All** money received by you from or on account of the Purchaser (including any dividends upon the liquidation of the Purchaser) or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser shall be regarded as payment in gross without any right on the part of the Guarantor to stand in your place or claim the benefit of any money so received until the Guarantor has paid the total indebtedness of the Purchaser. If the Guarantor goes into liquidation or receivership you shall be entitled to prove for the total indebtedness of the Purchaser.
5. **If** the Purchaser goes into liquidation, the Guarantor authorises you to prove for all moneys which have been paid under this Guarantee and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the indebtedness of the Purchaser to you. The Guarantor waives in your favour all rights against you and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Guarantee.
6. **Your** remedies against the Guarantor shall not be affected if any security held by you in relation to the indebtedness of the Purchaser or the Contract or both is void, voidable or unenforceable.
7. **The Guarantor** indemnifies you against any loss you may suffer by reason of the Purchaser (being a Company) having exceeded its powers or going into liquidation and, in particular, the Guarantor indemnifies you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
8. **Any** demand or notice under this Guarantee may be made or given in writing signed by you or by a director or secretary of you or your solicitors and (without prejudice to any other mode of service permitted by law) may be served on the Guarantor by prepaid letter at the Guarantor's address shown in the Schedule. Any notice or demand shall be deemed to be received the day after posting.
9. **The Guarantor** shall when required by you execute all documents and perform all acts as may be required by you to give effect to this Guarantee.
10. **The Guarantor** charges all of the Guarantor's estate title and interest in real estate in Australia to better secure payment of any moneys due to you under this Guarantee.
11. **The Guarantor** acknowledges that it was not induced to execute this Guarantee by any representation or promise made by you or on your behalf.
12. **This** Guarantee binds the Guarantor's personal representatives, successors and assigns.
13. **Where** this Guarantee is executed by two or more persons (other than as agents for a named principal)-

- (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security; and
- (b) a demand or notice under this Guarantee if made on or given to any one or more of those persons is deemed to have been given to all of them; and
- (c) the expression "the Guarantor" includes all of those persons jointly and each of them severally and their respective personal representatives, successors and assigns.

14. In this Guarantee "person" and words importing persons include bodies corporate.

SCHEDULE

PARTICULARS OF CONTRACT:

Vendor: **PETER JOHN ARUNDEL**

Purchaser:

Property: **Unit 706/42 Porter Street, Prahran VIC 3181**

Date of Contract:

PARTICULARS OF GUARANTORS:

Name:

Address:

Name:

Address:

DATED the _____ day of _____ 20

SIGNED SEALED AND DELIVERED by _____)

in the presence of: _____)

.....)
(Signature of Witness))

.....)
Name of Witness (Block Letters))

.....
Signature of

SIGNED SEALED AND DELIVERED by _____)

in the presence of: _____)

.....)
(Signature of Witness))

.....)
Name of Witness (Block Letters))

.....
Signature of

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently 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.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 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.

7.2 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.

8. SERVICES

8.1 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.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 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.

11.2 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 11.4, 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.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 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 section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

20. LOAN

20.1 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.

20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 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.

23.2 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.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 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.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 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.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 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.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a 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.
-

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

28.2 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.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. 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.

30. TERMS CONTRACT

30.1 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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

PETER JOHN ARUNDEL

Vendor's Statement

Unit 706/42 Porter Street, Prahran VIC 3181

Hicks Oakley Chessell Williams

Lawyers and Notary

Level 2, Building 1, The Central
1 Ricketts Road, Mount Waverley, VIC 3149
PO Box 2165
Mount Waverley VIC 3149

DX 32002 Mount Waverley
Tel: (03) 9550 4600
Fax: (03) 9544 8711

Level 14, 114 William Street
Melbourne VIC 3000
PO Box 16067
Collins Street West VIC 8007

DX 31331 Mid-town
Tel: (03) 9629 7411
Fax: (03) 9629 7422

Ref: SL:fw:2211124 - MT WAVERLEY OFFICE

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate. Additional information may be added to section 13 where there is insufficient space.

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 706/42 Porter Street, Prahran VIC 3181

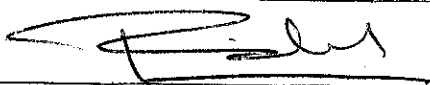
+ Vendor's
name

PETER JOHN ARUNDEL

Date

25 / 6 / 21

+ Vendor's
signature



+ Vendor's
name

Date

/ /

+ Vendor's
signature

+ Purchaser's
name

Date

/ /

+ Purchaser's
signature

+ Purchaser's
name

Date

/ /

+ Purchaser's
signature

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

Copyright

This document is copyright. This document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Ltd ABN 32 075 475 731 for each specific transaction that is authorized. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for a sale by a specific vendor of specific land.

1. FINANCIAL MATTERS

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

Are contained in the attached certificates.

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 knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

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.

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.

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.

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.

2.2 Owner-Builder

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title documents and South East Water information statement and plans(3).

¹ Other than any GST payable in accordance with the contract.

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

There are none to the vendor's knowledge.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an "X" ☐

3.3 Designated Bushfire Prone Area

*The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an "X" ☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

There are none to the vendor's knowledge save for the attached City of Stonnington Planning Permits numbered 0996/07 and 0100/12.

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.

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.

5. BUILDING PERMITS

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):

Are contained in the attached certificate.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

- 6.1 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.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement - not applicable

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 unless the square box is marked with an "X" ☐

- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐

- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with ☐

an "X"

7.2 GAIC Recording - not applicable

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 accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC ☐
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) *Any certificate of exemption from liability to pay a GAIC ☐
- (d) *Any certificate of staged payment approval ☐
- (e) *Any certificate of no GAIC liability ☐
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) *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

The services which are marked with an "X" in the accompanying square box are NOT connected to the land:

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

9. TITLE

Attached are copies of the following documents:

9.1 *(a) Registered Title

- A Register Search Statement **Volume 11374 Folio 993** and
- **PS632276G** being the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision - Not applicable

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

10.2 Staged Subdivision - Not applicable

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*.

10.3 Further Plan of Subdivision - Not applicable

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.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this 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 1000m²; (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.

12. DUE DILIGENCE CHECKLIST

See attached.

13. ATTACHMENTS

Register Search Statement

Owners Corporation Search Report

Plan of Subdivision

City of Stonnington land information certificate

South East Water information statement and plans (3)

Property Clearance certificate (land tax)

Planning certificate

City of Stonnington planning permits numbered 0996/07 and 0100/12.

City of Stonnington building approvals certificate

Owners Corporation certificate and attachments

Due Diligence Checklist



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

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

Page 1 of 1

VOLUME 11374 FOLIO 993

Security no : 124089799295Y
Produced 10/05/2021 02:32 PM

LAND DESCRIPTION

Lot 706 on Plan of Subdivision 632276G.
PARENT TITLE Volume 11345 Folio 081
Created by instrument PS632276G Stage 2 05/09/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER JOHN ARUNDEL of 47 TIVOLI ROAD SOUTH YARRA VIC 3141
AQ638451W 16/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS632276G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 706 FLOOR 7 42 PORTER STREET PRAHRAN VIC 3181

OWNERS CORPORATIONS

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

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

575 ELIZABETH STREET MELBOURNE VIC 3000

PS632276G/S2 05/09/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC013901M 10/04/2012

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

575 ELIZABETH STREET MELBOURNE VIC 3000

PS632276G/S2 05/09/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC013901M 10/04/2012

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2021 10:05:24 AM

OWNERS CORPORATION 1
PLAN NO. PS632276G

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

Statement End.



Imaged Document Cover Sheet

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


Document Type	Plan
Document Identification	PS632276G
Number of Pages (excluding this cover sheet)	15
Document Assembled	10/05/2021 14:56

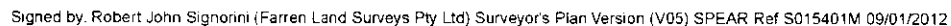
Copyright and disclaimer notice:

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

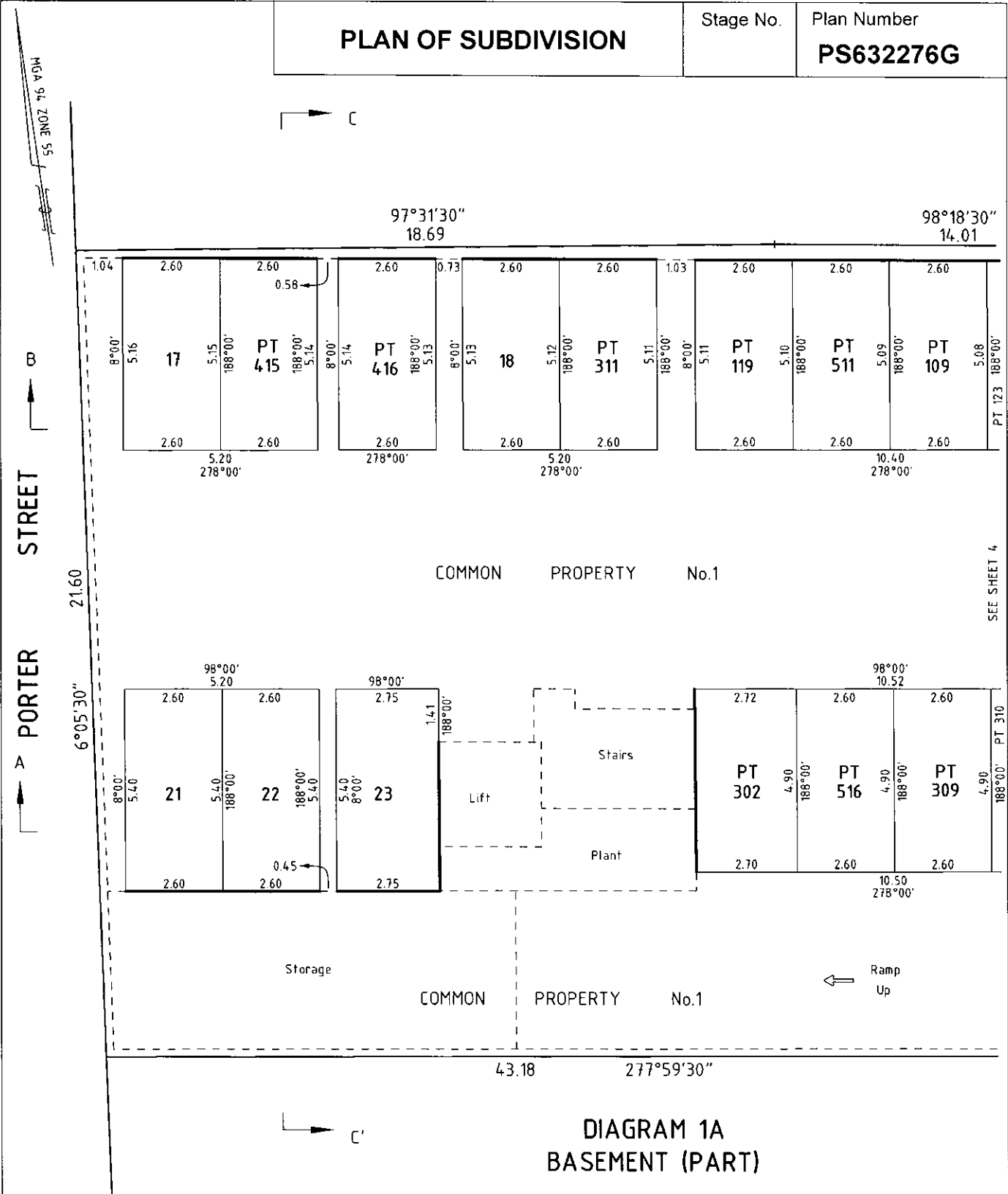
The document is invalid if this cover sheet is removed or altered.

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

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



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



Farren Group
Creating New Boundaries

74 Maribyrnong Street
Footscray 3011

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

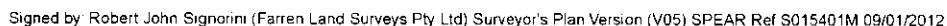
ORIGINAL
SHEET
SIZE SCALE
A3 1:100

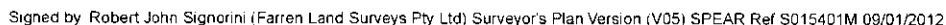
SCALE
1 0 2 4
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT J. SIGNORINI
SIGNATURE DIGITALLY SIGNED DATE
REF 4868 VERSION 05

SHEET 3

DATE
COUNCIL DELEGATE SIGNATURE







Farren Group
Creating New Boundaries

74 Maribymong Street
Footscray 3011
Phone 9689 1000
Fax 9689 1002
admin@farrengroup.com.au

74 Maribymong Street

ORIGINAL

SCAI F

LICENSED SURVEYOR (PRINT)

~~ROBERT J. SHENORINI~~

SHEET 1

2

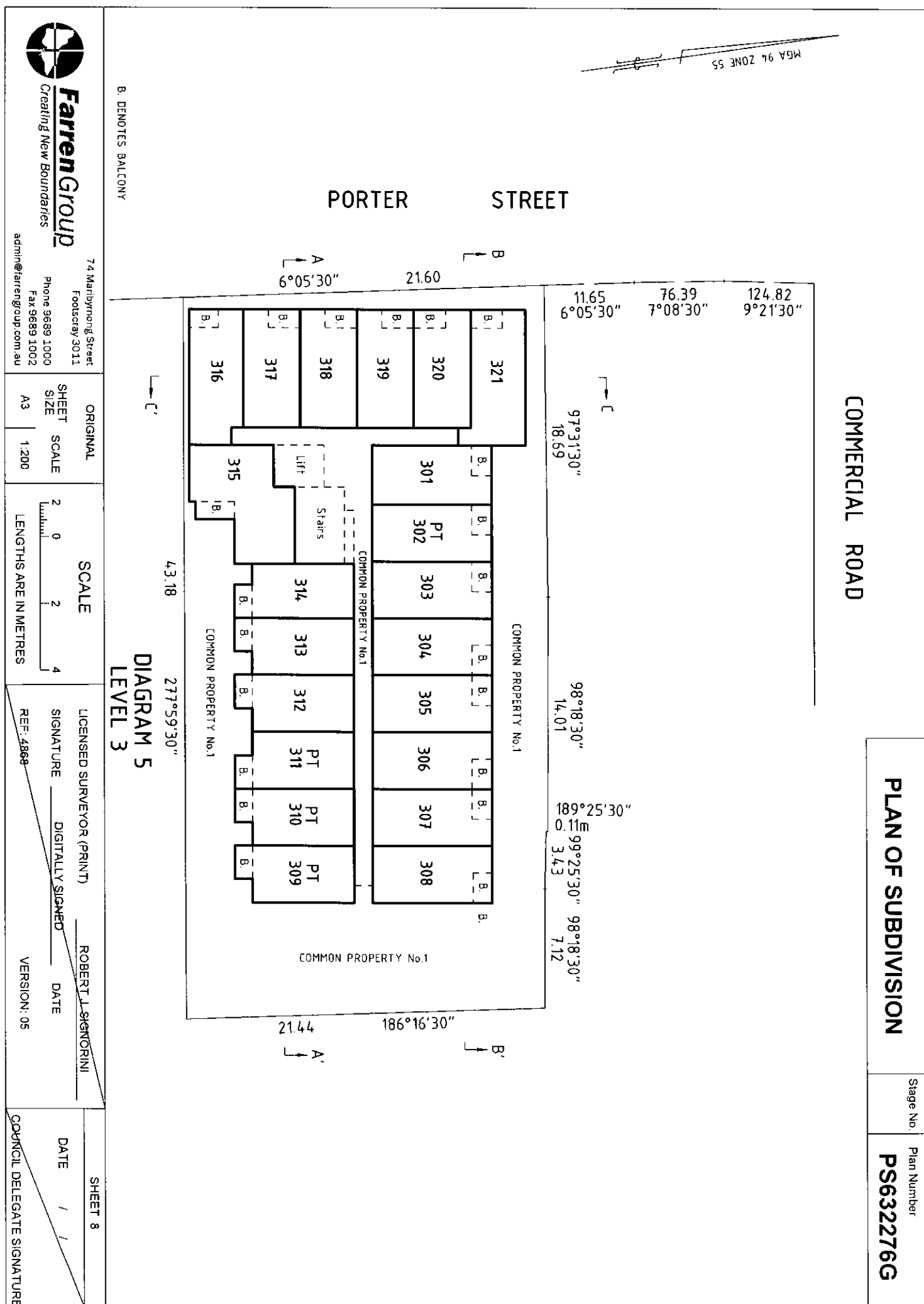
COMMERCIAL ROAD

PLAN OF SUBDIVISION

Stage No

Plan Number
PS632276G

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





74 Maribyrnong Street
Footscray 3011
Phone 9689 1000
Fax 9689 1002
admin@farrengroup.com.au

74 Maribyrnong Street

ORIGINAL

SCALE

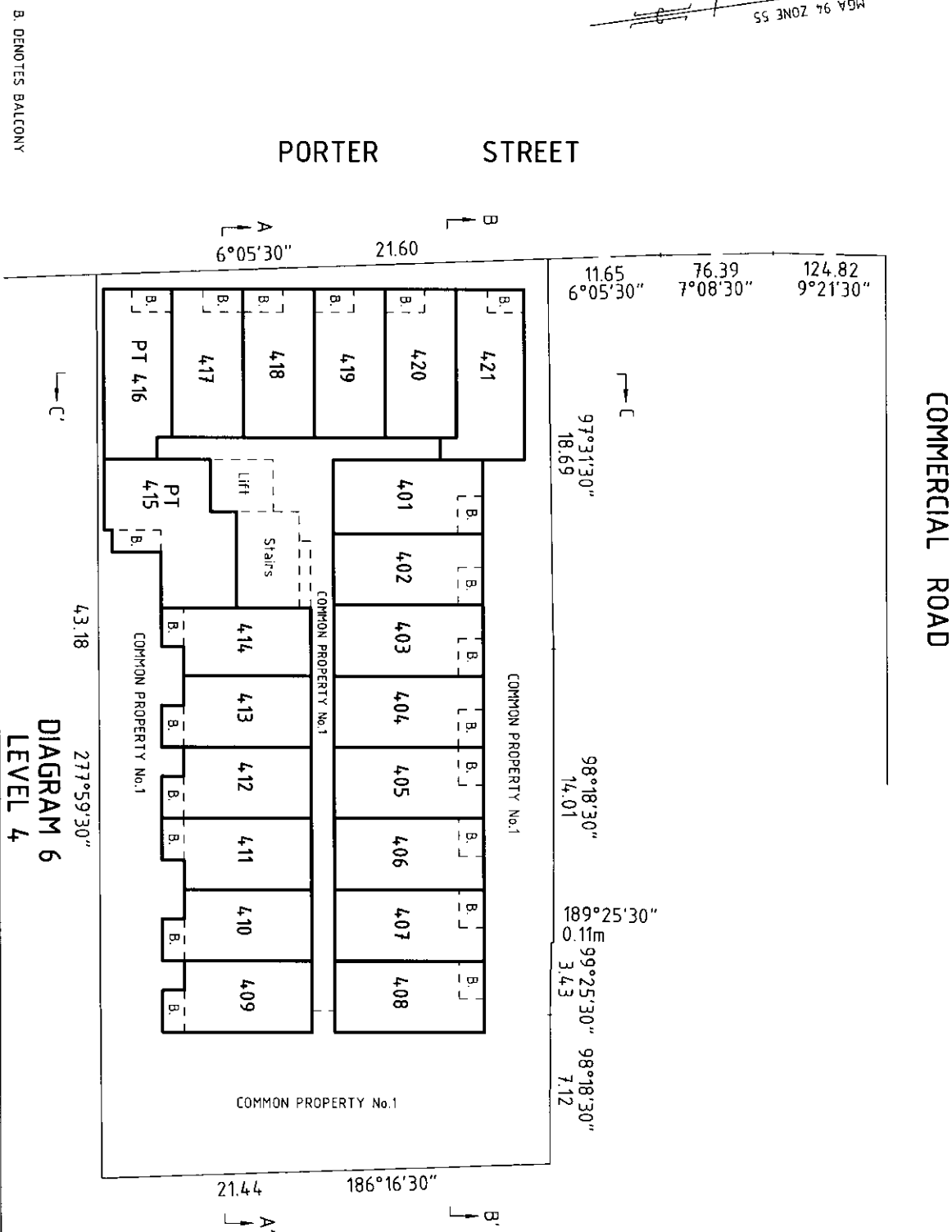
LICENSED SURVEYOR (PRINT)

~~ROBERT J. SIGNOREN~~

SHEET 9

DATE _____

COUNCIL DELEGATE SIGNATURE

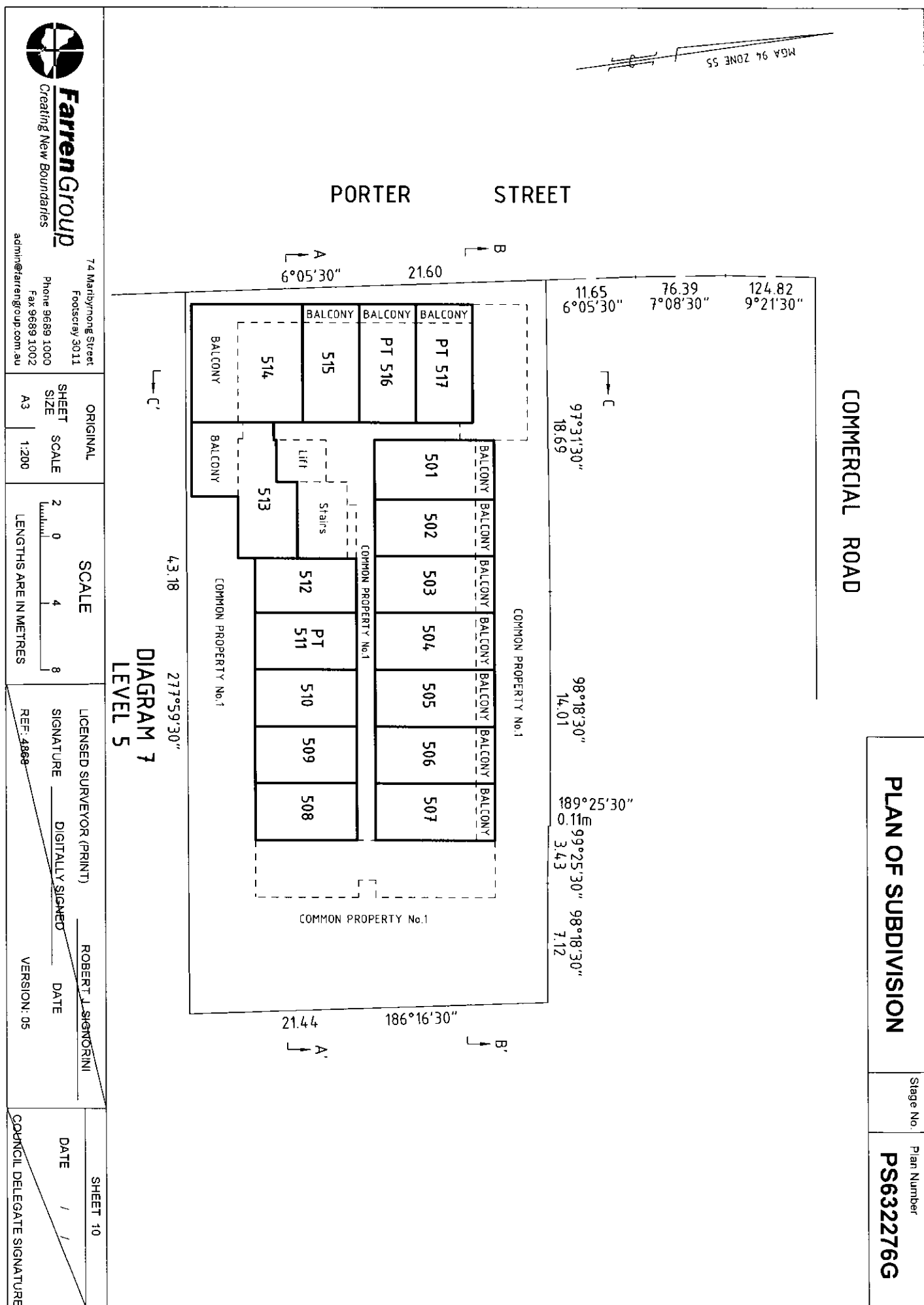


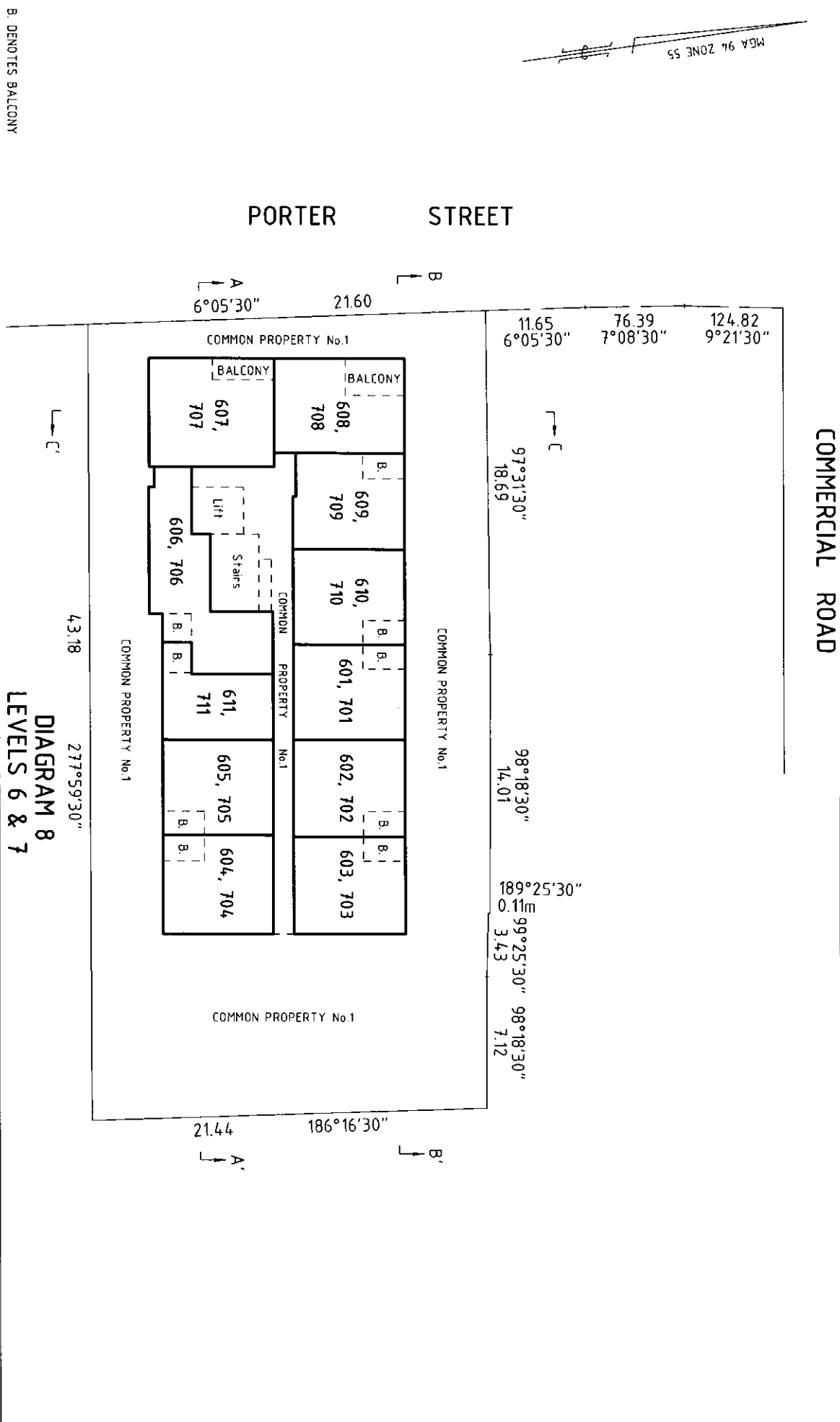
COMMERCIAL ROAD

PLAN OF SUBDIVISION

Stage No

Plan Number
PS632276G





PLAN OF SUBDIVISION

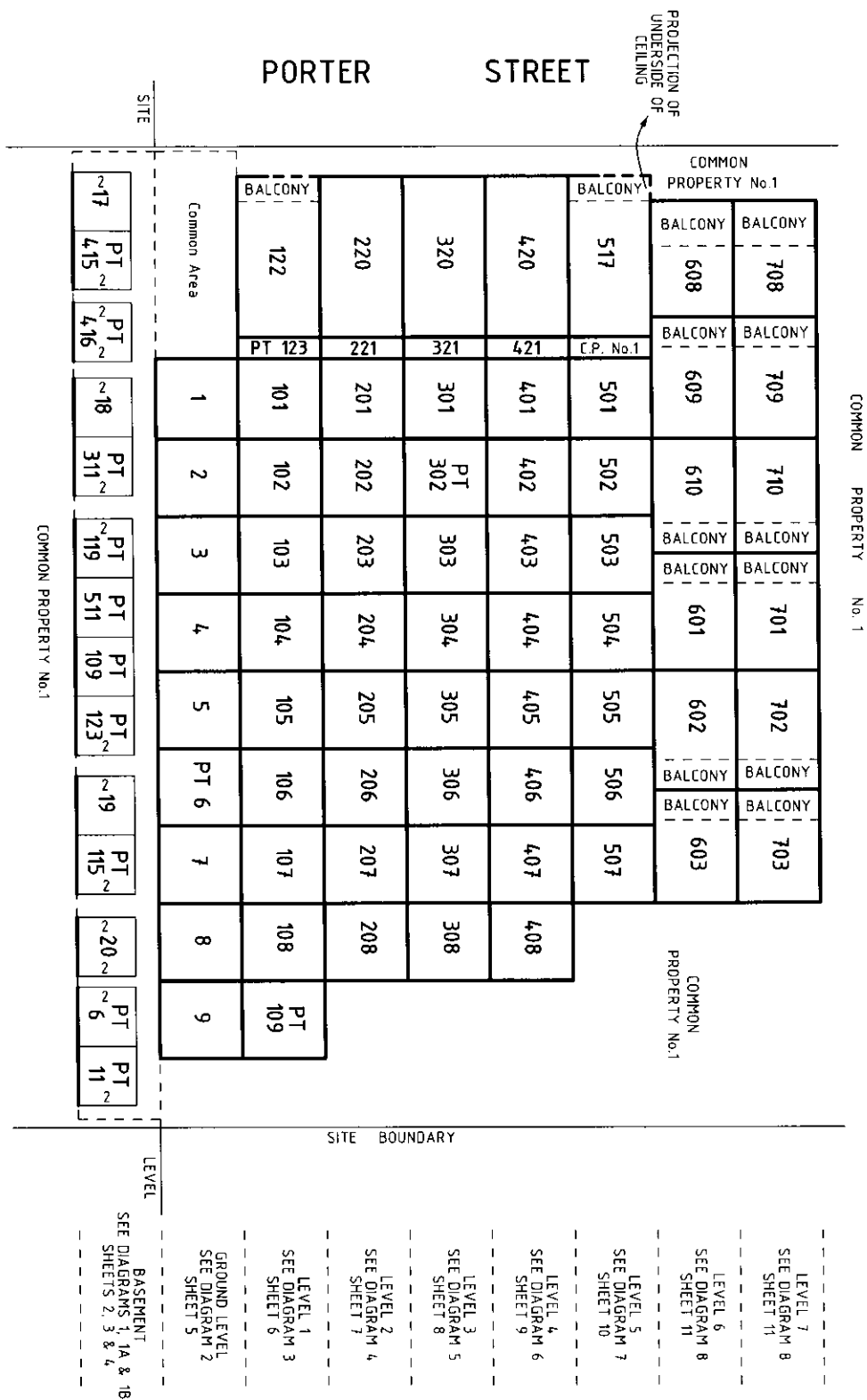
Stage No

Plan Number

PS632276G

Stage No

Plan Number
PS632276G



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS632276G

MASTER PLAN (STAGE 1) REGISTERED DATE 10/4/2012 TIME 2.30pm

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

[illegible]



Service centres

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

Open

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

Please Quote Property No. 7 2 6 6 3

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

Property No: 72663
Reference: 2211124
Agent Reference: 48539786-013-8
Issue Date: 10/05/2021

Cert No: wLIS04933/21
Receipt No: Not Applicable
Page No: 1 of 3

Victorian Land Registry Services Pty Ltd
(Lic)
Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

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

Property Address: 706/42 Porter Street PRAHRAN VIC 3181

Title Particulars: Lot 706 PS 632276 Vol 11374 Fol 993

Capital Improved Value:	\$165000	Level Value Date:	1/07/2020
Site Value:	\$50000	Valuation Date:	1/01/2020
Net Annual Value:	\$8250		

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

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

LEVY FOR THE YEAR ENDING 30/6/2021	
General Rates	164.54
Fire Service Levy	121.91
Garbage Charges	268.00
Other Adjustments	0.00
Rates Subtotal	554.45
BALANCE OUTSTANDING	554.45

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

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



Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

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

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

STONNINGTON.VIC.GOV.AU

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

- **FULL PAYMENT due by 15/02/2021**
- **INSTALMENTS DUE by 31/10/2020, 30/11/2020, 28/2/2021 & 31/5/2021**

Notations regarding subject property:

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

Notices or orders:

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

Cultural and Recreational Lands Act 1963.

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

Recovery of money owed to Council by former owner or occupier

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

Total Liability: \$Nil

Land becoming or ceasing to be rateable land

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

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

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

Total liability: \$Nil

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



Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

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

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

STONNINGTON.VIC.GOV.AU

Specified Flood Level pursuant to the Building regulations 2006:

NOT in an area liable to flooding

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

Designated Flood Level:

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

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

For further information, contact:
Revenue Section

AUTHORISED OFFICER

BPay option available to pay Municipal Rates and Charges

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

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



Biller Code: 20198
Ref: 7266 372



Biller Code: 20198
Ref: 7266 372

INTERNET

Go to www.stonnington.vic.gov.au

PHONE

Call 1300 BPOINT

Faye Wells
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 706 LOT 706 42 PORTER
STREET PRAHRAN 3181
706 PS 632276

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
11J//04463/00459	LANDATA CER 48539786-025-1	10 MAY 2021	38831812

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/04/2021 to 30/06/2021	\$26.08

(b) By South East Water

Water Service Charge	01/04/2021 to 30/06/2021	\$25.53
Sewerage Service Charge	01/04/2021 to 30/06/2021	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Payments		\$79.05
TOTAL UNPAID BALANCE		\$144.60

- The meter at the property was last read on 12/04/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:
 - Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

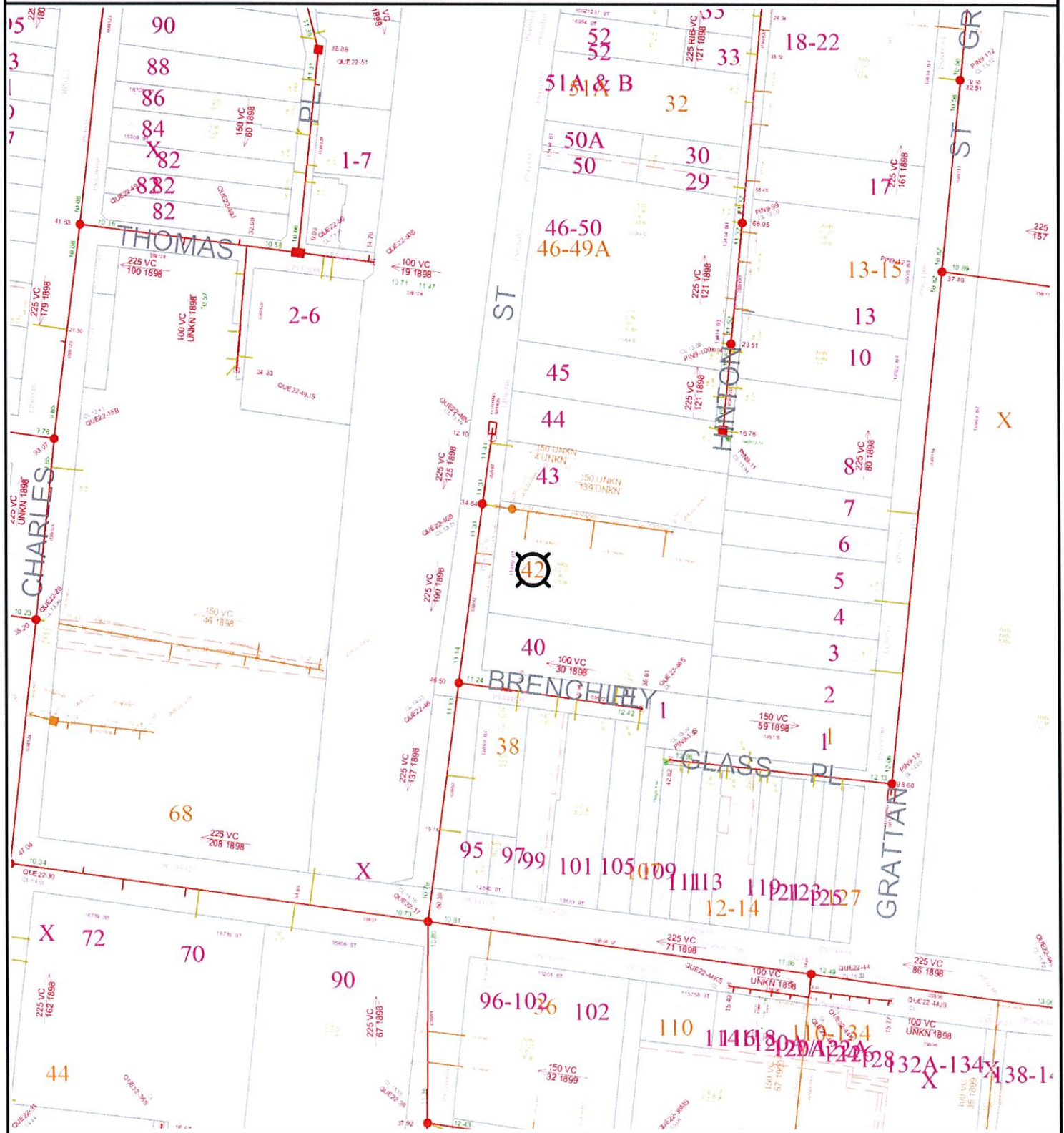
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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
















Case Number: 38831812

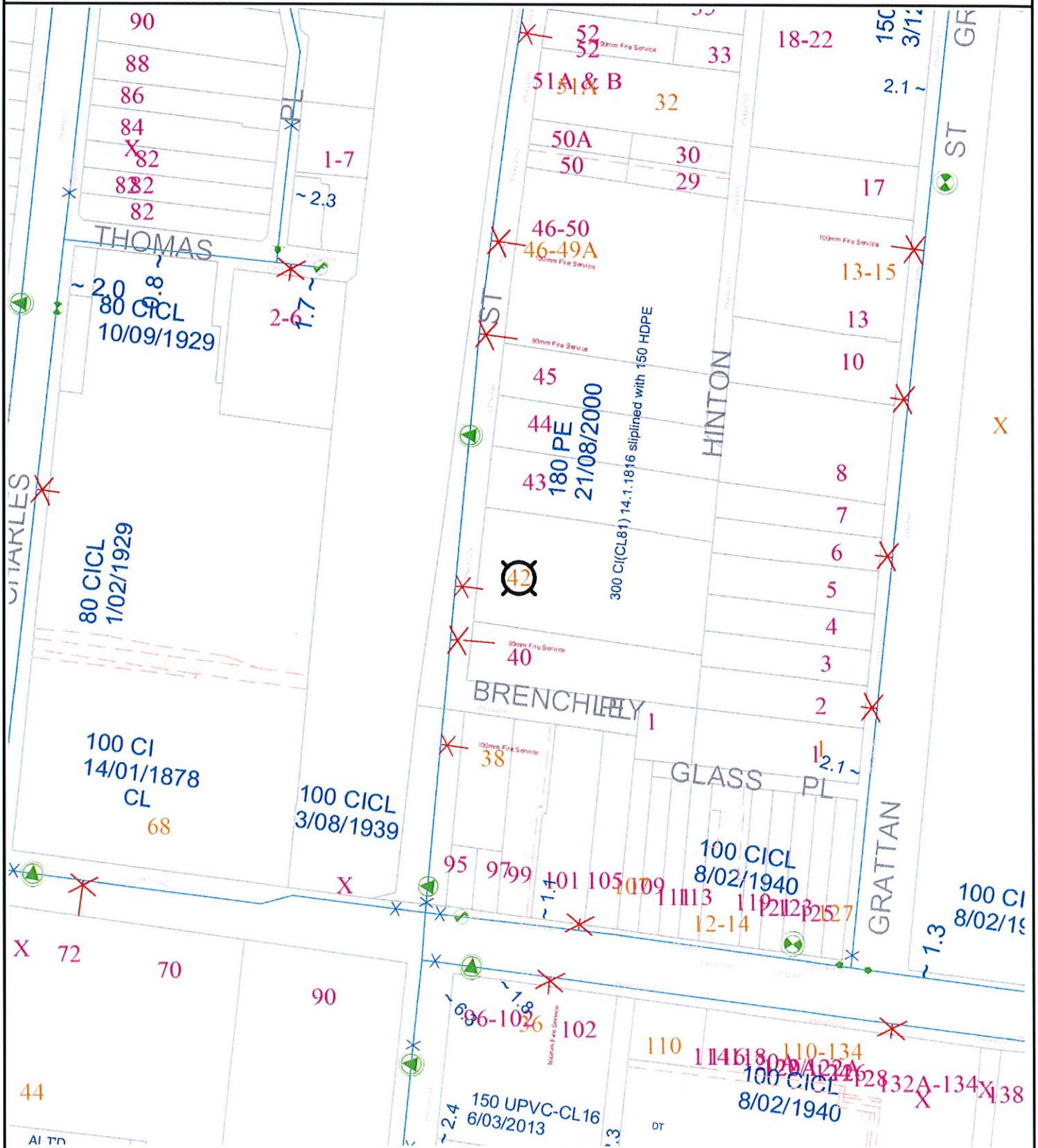


Date: 10MAY2021



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

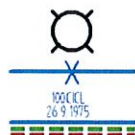
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



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

LEGEND

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



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

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

ASSET INFORMATION - RECYCLED WATER

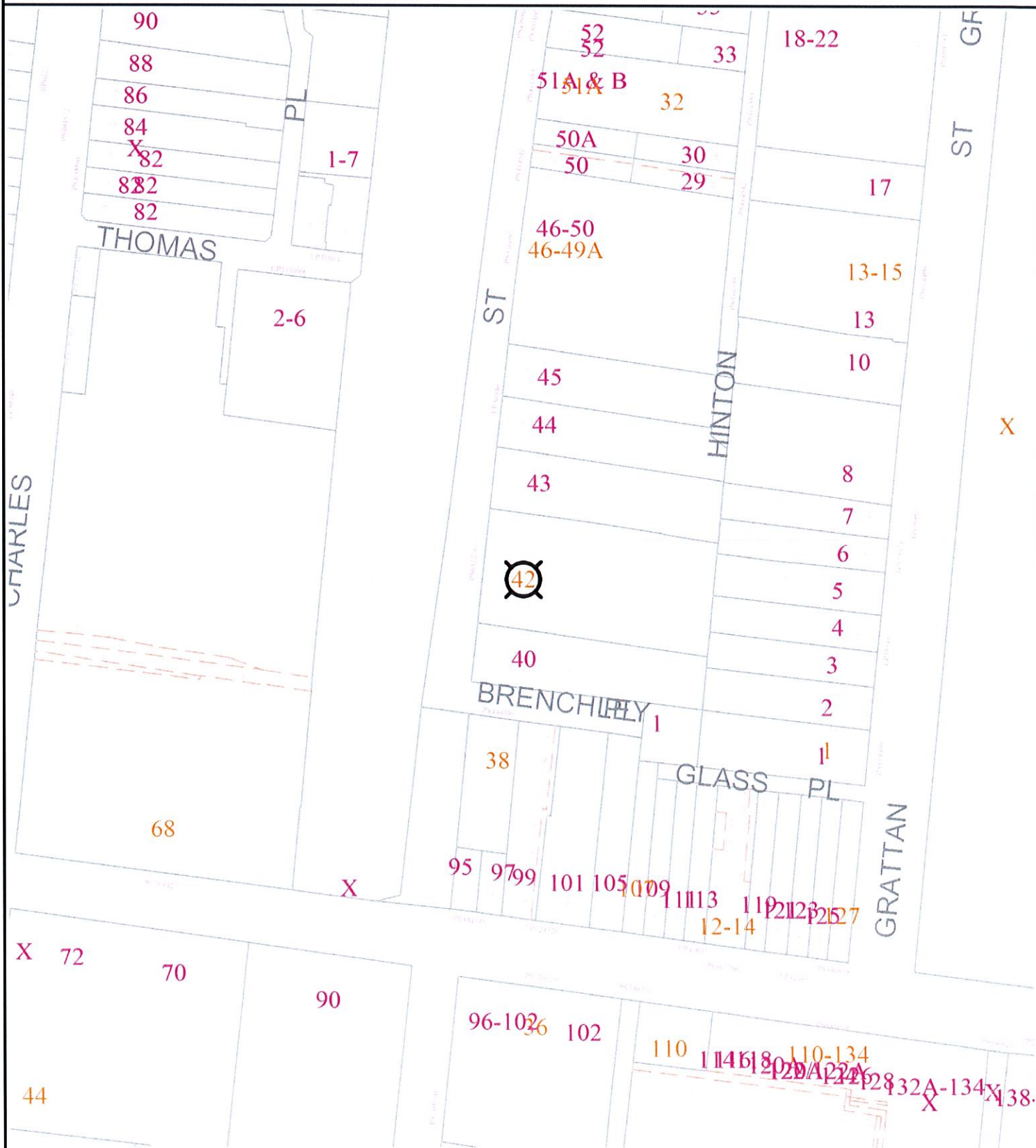
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 706 UNIT 706 42 PORTER STREET PRAHRAN 3181

Case Number: 38831812



Date: 10MAY2021



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

LEGEND

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



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

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

Property Clearance Certificate

Taxation Administration Act 1997



FAYE WELLS

Your Reference: LD:48539786-009-1.2211124
Certificate No: 47205944
Issue Date: 10 MAY 2021
Enquiries: ESYSPROD

Land Address: UNIT 706, FLOOR 7, 42 PORTER STREET PRAHRAN VIC 3181

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40048074	706	632276	11374	993	\$391.93

Vendor: PETER ARUNDEL
Purchaser: NOT APPLICABLE

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER JOHN ARUNDEL	2021	\$50,000	\$391.93	\$0.00	\$391.93

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

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$165,000
--------------------	-----------

SITE VALUE:	\$50,000
-------------	----------

AMOUNT PAYABLE:	\$391.93
-----------------	----------

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

Certificate No: 47205944

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$50,000

Calculated as \$0 plus (\$50,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billor Code: 5249
Ref: 47205944

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 47205944

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

744109

APPLICANT'S NAME & ADDRESS

FAYE WELLS C/- GXS
MELBOURNE

VENDOR

ARUNDEL, PETER JOHN

PURCHASER

APPLICABLE, NOT

REFERENCE

2211124

This certificate is issued for:

LOT 706 PLAN PS632276 ALSO KNOWN AS 706/42 PORTER STREET PRAHRAN
STONNINGTON CITY

The land is covered by the:

STONNINGTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C296ston has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - C296ston

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/stonnington>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

10 May 2021

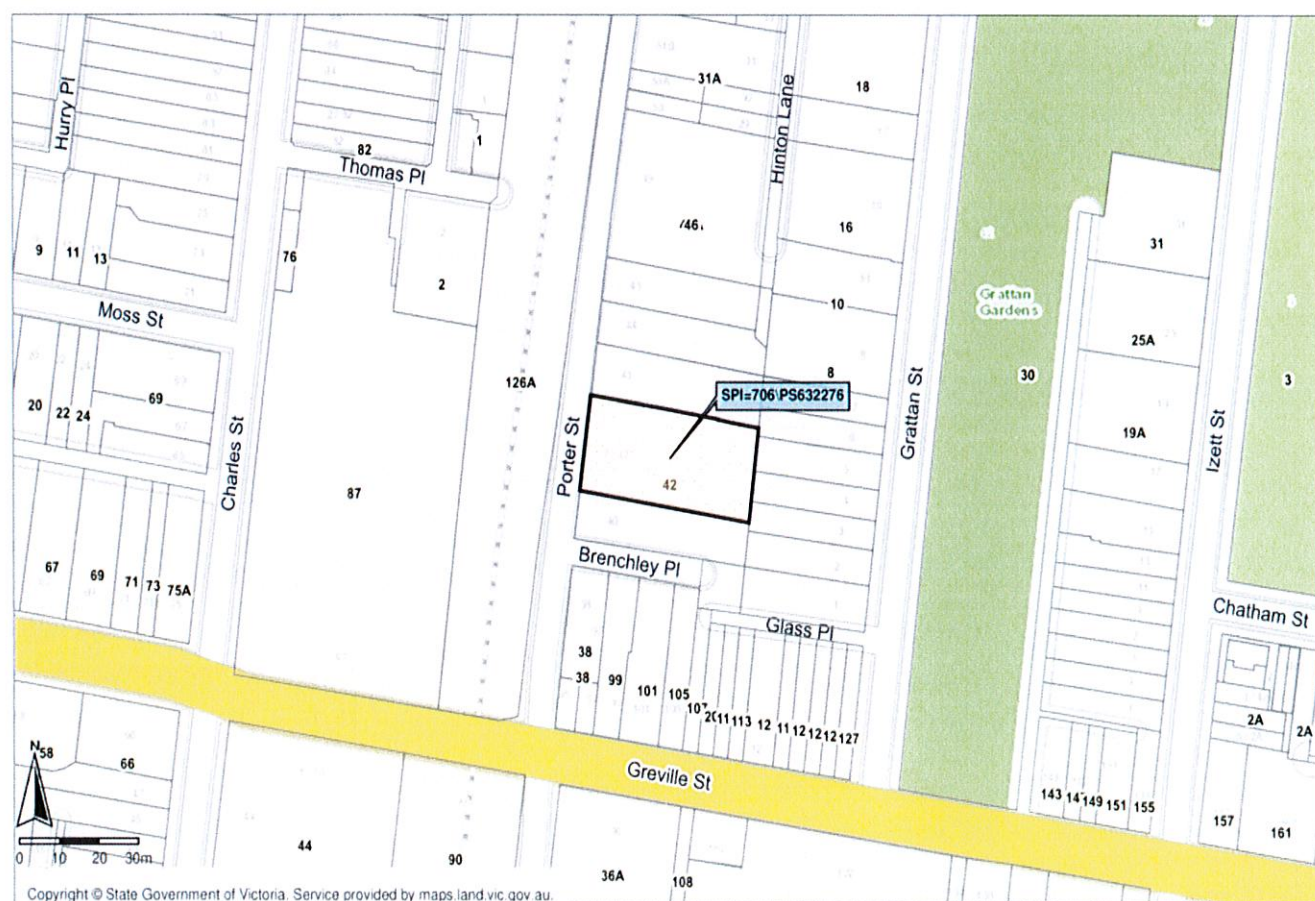
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0996/07 - AMENDED

ADDRESS OF THE LAND:

42 PORTER STREET, PRAHRAN

THE PERMIT ALLOWS:

USE AND DEVELOPMENT FOR STUDENT ACCOMMODATION AND WAIVING OF CAR PARKING SPACES ASSOCIATED WITH THE DEVELOPMENT OF THE SITE IN ACCORDANCE WITH THE ENDORSED PLANS AND SUBJECT TO THE FOLLOWING CONDITIONS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the commencement of the development, three (3) copies of plans drawn to scale and fully dimensioned, must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) measures for noise attenuation for residential apartments in the proposed development to the satisfaction of the Responsible Authority.
 - b) a schedule of materials, finishes and colours, including the submission of a materials board to the satisfaction of the Responsible Authority.
 - c) bicycle facilities to meet the requirements of Clause 52.34 Bicycle Facilities of the Stonnington Planning Scheme and 'AS 2890.3 - 1993' generally to the satisfaction of the Responsible Authority.
 - d) gradients within the proposed parking bays and parking area in accordance with Section 2.4.6 of AS 2890.1 generally to the satisfaction of the Responsible Authority.
 - e) lines of sight between vehicles in parking aisles and vehicles accessing/exiting the development via the ramp maintained generally to the satisfaction of the Responsible Authority;
 - f) no pedestrian door to open into the parking area in the proposed garages to the satisfaction of the Responsible Authority.
 - g) required circulation roadway at the entry point provided as required by the relevant Australian Standards generally to the satisfaction of the Responsible Authority.
 - h) ramp grades and width in accordance with section 2.5 of AS 2890.1 generally to the satisfaction of the Responsible Authority. This is to be demonstrated by providing a longitudinal section of the proposed ramps from the centre line of the road, over the

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0996/07 - AMENDED

kerb and channel and over the footpath to and throughout the parking area.

- i) headroom at the entry point and throughout the car park in accordance with section 5.3 of AS 2890.1 generally to the satisfaction of the Responsible Authority and to be demonstrated by providing a cross section.
- j) sight distance at access driveways exits to meet the requirements as per Section 3.2.4 of AS 2890.1 generally to the satisfaction of the Responsible Authority.
- k) the proposed vehicle crossing designed and constructed in accordance with Council's standard vehicle crossing details to be a minimum of 3.0 metres in width with 1.3 metres splays generally to the satisfaction of the Responsible Authority.
- l) the redundant vehicle crossing to be removed and kerb and channel reinstated to the satisfaction of the Responsible Authority. No levels are to be altered from the existing.
- m) a landscape plan, providing detail including but not limited to; a planting schedule detailing - species, height at planting, height at maturity and a maintenance schedule detailing how the landscaping is to be maintained both in the short and long term.
- n) location of rainwater collection and storage tanks to the satisfaction of the Responsible Authority.
- o) any alterations to the basement as required by the Waste Management Plan to the satisfaction of the Responsible Authority.
- p) The erection of a boundary fence adjacent to Nos. 4, 5 and 6 Gratten Street, Prahran to a height of 2.4 metres above natural ground level. The fence is to be either masonry or concrete with a smooth finish.
- q) The integrated colour/texture to be applied to the upper levels be applied to all levels of the eastern elevation

All to the satisfaction of the Responsible Authority.

2. The development allowed by this permit and shown on the plans endorsed to accompany the permit must not be amended without the written consent of the Responsible Authority unless the changes are exempt under the Stonnington Planning Scheme.
3. The use hereby permitted must not commence until the owner of the land enters into an agreement with the Responsible Authority pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 in which it must be covenanted as follows:
 - a) That the requirements contained in this agreement must form part of any lease of the premises which the owner of the land under this permit may enter into with

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0996/07 - AMENDED

another party.

- b) Pursuant to the provisions of Section 181 of the Planning and Environment Act 1987 this agreement must be registered with the Registrar of Titles and must run with the land.
- c) The owner of the land under this permit must pay the legal costs and be responsible for the preparation and registration of the said agreement.
- d) That no person may reside in the student housing unless that person is a bona fide student whether part-time, full-time or short-term, or resides there in a supervisory, management or caretaker capacity.
- e) That the car spaces must only be used in association with the use of the student housing and must not be subdivided, or sold, or leased separately from the student housing.
- f) That the number of students residing permanently on-site does not exceed 136.
- g) That the number of students residing on-site who have cars shall not exceed the number of on-site car spaces provided by the development.
- h) That if the land ceases to be used for student housing, a new planning permit will be required for an alternative use if so required by the Planning Scheme.

4. Prior to the use commencing a Management Plan is to be submitted to the satisfaction the Responsible Authority and shall include the following:

- a) Permanent display of the Management Plan in a common area.
- b) Employment of a suitably qualified manager or lead tenant who is accommodated on-site.
- c) The nature of the management of the complex and the contact details of the manager/lead tenant.
- d) Provision for at-call contact details to be displayed so they are clearly visible to any person outside the site for response 24 hours a day and seven days a week.
- e) Provision of information on community and education services, including health, counselling and cultural services.
- f) Provision of information on local public transport and to encourage walking (eg. information on facilities within walking distance, local public transport timetables, outlets for purchase of Met tickets, car share services etc).
- g) Provision to ensure that the student housing does not cause negative impacts on

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0996/07 - AMENDED

the amenity of the surrounding area.

- h) House rules regarding occupancy and behaviour of students and visitors, and grievance procedures.
- i) The means by which car spaces are to be allocated and a register that documents allocation of these spaces.
- j) Resolution process for disputes between students.
- k) Critical Incident Management and Emergency & Evacuation Procedures.
- l) Management procedures over holiday periods.
- m) Details of rubbish bin storage and waste collection.
- n) Evidence that all occupants are bona fide students.

5. Before the development starts, a landscape plan to be prepared by a landscape architect or suitably qualified or experienced landscape designer, must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The landscape plan must be in accordance with the landscape concept submitted with the application but modified to show:

- a) The planting of *Pyrus ussuriensis* – Manchurian Pears (or other similar species to the satisfaction of the responsible Authority) within planter boxes to extend along the entire length of the eastern boundary
- b) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant
- c) Maintenance regime for the landscaping including location of rainwater storage and collection tanks.
- d) Details of all proposed hard surface materials including driveways, pathways, patio or decked areas.

6. The collection of wastes and recyclables from the premises (other than normal Stonnington City Council collection) must be conducted between the hours of 7am and 4pm Mondays to Fridays and between 9am and 1pm on Saturdays to the satisfaction of the Responsible Authority.

7. Prior to the endorsement of plans, a Waste Management Plan must be submitted to and approved by the Responsible Authority. The Waste Management Plan must include:

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Form 4

Planning Permit No. 0996/07 - AMENDED

- a) Dimensions of waste areas.
- b) The number of bins to be provided.
- c) Method of waste and recyclables collection.
- d) Hours of waste and recyclables collection.
- e) Method of presentation of bins for waste collection.
- f) Sufficient headroom within the basement to allow the passage of waste collection vehicles.
- g) Sufficient turning circles for the waste collection vehicles to drive out in forward gear from within the basement.
- h) Strategies for how the generation of waste and recyclables from the development will be minimized.

When approved, the plan will be endorsed and will then form part of the permit. Waste collection from the development must be in accordance with the plan, to the satisfaction of the Responsible Authority.

8. Prior to construction works commencing a Parking Management Plan is to be submitted to the satisfaction of Council and shall:
 - a) Designate parking spaces to the individual tenancies/dwellings.
 - b) Detail the signing and line marking of parking spaces.
 - c) Detail any access controls to the parking area, such as boom gates which shall take into account the required queue length required as per section 3.4 of AS 2890.1.
9. Airconditioning and other plant and equipment installed on the subject buildings shall be so positioned and baffled so that no noise disturbance is caused to occupiers of adjoining properties to the satisfaction of the Responsible Authority.
10. Prior to the development commencing, the owner must at their cost construct a new 300mm diameter stormwater drain and associated pits along Porter Street to connect with the Council drainage in Porter Street near Greville Street. The works must be in accordance with a drainage design to be prepared by a suitably qualified Engineer and approved by Council. The works must be completed in accordance with the approved plan and to the satisfaction and under the supervision of Council. Relevant fees and security deposits will be applicable.
11. Prospective purchasers and occupiers of residential apartments in the development must be made aware of the noise levels and hours of operation of existing and approved

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0996/07 - AMENDED

entertainment venues in the vicinity of the subject site at the pre-purchase stage.

12. Prior to occupation of the building or commencement of use, the existing vehicular crossings made redundant by the building and works hereby permitted must be broken out and re-instated as standard footpath and kerb and channel at the permit holders cost to the approval and satisfaction of the Responsible Authority.
13. The crossover must be constructed to Council's Standard Vehicle Crossover Guidelines unless otherwise approved by the Responsible Authority. The proposed vehicle crossing must be at least two (2) metres from any street tree and at least 1.5 metres from any services or street furniture to the satisfaction of the Responsible Authority.
14. Any poles, service pits or other structures/features on the footpath required to be relocated to facilitate the development must be done so at the cost of the applicant and subject to the relevant authority's consent.
15. The developer is to bear the cost to remove and reinstate any street furniture or Infrastructure items to provide the required access to the proposed development.
16. All services to the subject land and buildings approved as part of this permit must be provided underground to the satisfaction of the Responsible Authority.
17. The walls on the boundary of the adjoining properties must be cleaned and finished to the satisfaction of the Responsible Authority.
18. Prior to the commencement of any buildings and works allowed by this permit the owner and/or developer must submit a Construction Management Plan to the satisfaction of the Responsible Authority. The Construction Management Plan must include details on how the construction will be undertaken so it has minimal impact on the environment. Details to be provided in the Construction Management Plan will include, but are not be limited to:
 - a) Full work schedule/construction management plan for each individual stage to ascertain impacts on surrounding properties;
 - b) Public/worker access and safety issues;
 - c) Hours of construction activity (including at what stage "out of hours works" are proposed and what type of works are to be conducted outside the hours of operation;
 - d) The location of hoardings, hoists and workers amenities;
 - e) The location of public precautions, loading zones, site sheds, materials, cranes and crane/hoisting zones, gantries and any other construction related items or equipment to be located in any street;
 - f) Details as to how traffic and pedestrian safety and amenity will be controlled within

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Form 4

Planning Permit No. 0996/07 - AMENDED

the vicinity of the site and its surrounds;

- g) The provision of a traffic management plan, including detailed plans that show all items to be placed on any street during all stages of construction in accordance with approval by the responsible Building Surveyor, entry and exit points for construction vehicles (including temporary and permanent vehicle crossings), traffic management during construction including road closures/road occupation/footpath closures, workzones/construction zones to accommodate vehicles and deliveries;
- h) Service connections/road and footpath openings and anticipated impact on public land during the connection of different services;
- i) Measures to be used to protect the Council infrastructure from damage;
- j) Existing services and environmental management;
- k) A list of all environmental hazards that the activities on-site pose ie; contaminated soil, materials and waste, dust, stormwater contamination from run-off and washwaters, sediment from the site on roads, construction noise, hours of operation, vibration, washing of concrete trucks and other vehicles and machinery, spillage from refuelling cranes and other vehicles and machinery etc;
- l) Protection measures that will be undertaken to minimise the risk of the above hazards being realised;
- m) Regular monitoring/inspections of the above protection measures;
- n) Identification as to who will be responsible for managing all of the above issues; and
- o) Anticipated staging of the development.
- p) Details of temporary solid fence to be erected along the eastern boundary of the subject site during construction.

The Construction Management Plan must be approved by the Responsible Authority prior to commencing construction and all buildings and works must be carried out in accordance with the approved Construction Management Plan.

19. This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit.
- b) The development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Form 4

Planning Permit No. 0996/07 - AMENDED

Notes:

- (i) If the land ceases to be used for student housing, a planning permit will be required for an alternative use if so required by the Stonnington Planning Scheme. Any dispensations for on-site car parking for student housing will not be transferable for any proposed alternative use and any subsequent use will be assessed in accordance with Planning Scheme car parking requirements.
- (ii) This permit does not constitute any authority to conduct a business requiring Health Act/Food Act registration without prior approval from the Health Services Coordinator of Council.
- (iii) This permit does not constitute any authority to carry out any building works or occupy the building or part of the building unless all relevant building permits are obtained.
- (iv) Unless a permit is not required under the Stonnington Planning Scheme, signs must not be constructed or displayed without a further planning permit.
- (v) The installation, maintenance and/or use of any intruder alarm system must at all times conform to the Environmental Protection (Audible Intruder Alarm) Regulations 1978.
- (vi) The crossover must be constructed to Council's Standard Vehicle Crossover Guidelines unless otherwise approved by the Responsible Authority.
- (vii) The owners and occupiers of the dwelling/s hereby approved are not eligible to receive "Resident Parking Permits".
- (viii) Every rateable tenement is liable to pay a garbage charge irrespective of the level of waste collection services provided to the tenement by Council.

This permit is issued in accordance with the Victorian Civil and Administrative Tribunal decision P1486/2008 dated 9 September 2008.

This permit is amended in accordance with the Victorian Civil and Administrative Tribunal decision P1595/2008 dated 17 October 2008 to delete conditions 1 c), q) and r).

Date Permit Issued: 16 Sep 2008

Signature for the
Responsible Authority: _____



Form 4

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0100/12

ADDRESS OF THE LAND:

42 PORTER STREET, PRAHRAN


THE PERMIT ALLOWS:

SUBDIVISION - PS 632276 G - STAGE 2 IN ACCORDANCE WITH THE ENDORSED PLANS AND SUBJECT TO THE FOLLOWING CONDITIONS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
2. In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:
 - a. The subdivision is not certified under Section 6 of the Subdivision Act 1988 within two years of this permit.
 - b. The subdivision is not completed within five years of the date of certification.In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.
3. Once the subdivision has started it must be continued and completed to the satisfaction of the Responsible Authority.
4. Reticulated water, sewerage and electricity must be available to each lot shown on the endorsed plans before any lot can be used or occupied.
5. Prior to the issue of the Statement of Compliance, the footpath and disused crossing must be broken out and replaced at the Owners cost and to the satisfaction of the Responsible Authority.
6. Planning Permit 100/12 will not come into effect until Lot S2 in PS 632276 G (Stage 1) from Planning Permit 553/11 has been registered at Land Registry.

Date Issued: 29 MAR 2012

Signature for the
Responsible Authority: 

Form 4

PLANNING PERMIT

Planning Scheme:
Responsible Authority:

Stonnington
City of Stonnington

Planning Permit No. 0100/12

Melbourne Water Conditions.

7. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

Notes.

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting Melbourne Water's reference 205293.

Further application for electricity supply to each lot may be required and all electrical installations in the subdivision shall comply with the requirements of "Electricity Safety Act 1998" and "Victorian Service and Installation Rules".

Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You Dig - Ph: 1100. For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.

Date Issued: 29 MAR 2012
Page 2 of 2

Signature for the
Responsible Authority: _____



11 May 2021

Reference Number: 48539786-015-2

Certificate Number: BD1647/21

Victorian Land Registry Services Pty Ltd (Bic)
Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

Re: 706/42 Porter Street PRAHRAN VIC 3181
Property Information under Building Regulations

I refer to your request for information under regulation 51 of the *Building Regulations 2018*.

Council advises as follows:

(1)a) Permits and certificates of final inspection recorded issued in the preceding 10 years:

Building permit	Permit Issued Date	Building Work and Surveyor	Certificate of final inspection or Occupancy permit	OP/Final Issued date
1501/2010001968	05/08/2010	Residential Student Apartment Development Gavin Casey	1501/2010001968	20/07/2012

b) current statements recorded issued under regulation 64 or 231 of the Building Regulations: **NIL**

c) current notices and orders recorded issued under the Building Act: **NIL**

Yours sincerely,



George Petridis
Municipal Building Surveyor

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
180 Greville Street, Prahran

Depot
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144

T 8290 1333

F 9521 2255

council@stonnington.vic.gov.au

AUSDOC DX 30108

STONNINGTON.VIC.GOV.AU

OWNERS CORPORATION CERTIFICATE

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

Vendor: Mr Arundel

This certificate is issued for Lot 706 on Plan Number 632276G the postal address of which is:

Tusk 42 Porter Street PRAHRAN 3181 VIC

The current fees for Lot 706 are:

Administration Fund - \$458.32 (inc GST) per quarter
Maintenance Plan - \$126.68 (inc GST) per quarter

The current fees have been levied up until the:

31/08/2021

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

\$1,879.14

**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>
25/01/2021	Interest on Overdue Levies at 10.00 % pa (Calculated 25/01/2021)	8.82	8.82
16/03/2021	Interest on Overdue Levies at 10.00 % pa (Calculated 16/03/2021)	8.02	8.02
26/04/2021	Interest on Overdue Levies at 10.00 % pa (Calculated 26/04/2021)	15.54	15.54
26/04/2021	Debt Recovery Fee Stage 2	81.82	81.82
29/04/2021	Interest on Overdue Levies at 10.00 % pa (Calculated 29/04/2021)	0.96	0.96
27/05/2021	Interest on Overdue Levies at 10.00 % pa (Calculated 27/05/2021)	8.98	8.98

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.

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

A defect report conducted by Roscon has been obtained for the building which has identified a number of items that require attention throughout the building. Additional funds may be required to fund the works however at this stage it is

anticipated that the Owners Corporation has enough funds to complete the required works to Common Property. The Owners Corporation Committee had a meeting with the owners of Ground floors units (Lots 1 through to 16) to discuss the rectification works required to the private courtyards to rectify the leaks into the carpark below. A special levy may be raised in the near future for these rectification works on the private lot courtyards.

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

The Owners Corporation presently has the following insurance cover:

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

NIL

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

Owners Corporation Management - StrataCo.
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

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

As at this date there are no notices or orders.

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

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

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

NIL

The Owners Corporation has appointed a Manager.

Name of Manager: StrataCo

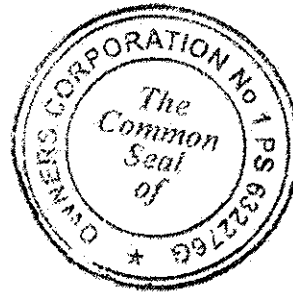
Address of Manager: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Postal Address: Level 1575 Elizabeth Street MELBOURNE VIC 3000

Additional Information:

--

The common seal of Owners Corporation Plan of Subdivision (VIC) 632276G was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



Signature of Registered Manager

Dated: 27th, May 2021

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

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: info@strataco.com.au

Web: www.strataco.com.au

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

Attachments:

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

IMPORTANT: The certificate is issued on the following basis:

- The information is subject to change without notice and the information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- 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 632276G
Tusk 42 Porter Street PRAHRAN 3181 VIC
Lot Number: 706

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

This page is intentionally left blank.



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	HU0032839
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/05/2020 to 22/05/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 632276G
Situation	42 PORTER STREET PRAHRAN VIC 3181

Policies Selected

Policy 1 – Insured Property
Building: \$20,481,550
Common Area Contents: \$103,000
Loss of Rent & Temporary Accommodation (total payable): \$3,072,232

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
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

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

Effective Date 22/05/2020

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

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

as at 27/05/2021

Registered for GST

(\$).

Assets

810 - Levies in Arrears/(Advance) - Total	(4,149.42)
--	-------------------

825 - Cash At Bank

825.10 - Cheque Account

825.10.1 - Administrative Fund	14,414.95
--------------------------------	-----------

825.10.2 - Maintenance Fund	65,403.63
-----------------------------	-----------

825.20 - Investments

825.20.1 - Investment #1	250,597.87
--------------------------	------------

825.20.3 - Investment #3	51,749.63
--------------------------	-----------

825 - Cash At Bank - Total	382,166.08
----------------------------	------------

Total Assets	378,016.66
---------------------	-------------------

Less Liabilities

940 - GST Clearing - Total	(1,042.53)
----------------------------	------------

Total Liabilities	(1,042.53)
--------------------------	-------------------

Net Assets	379,059.19
-------------------	-------------------

Represented by:

610 - Administrative Fund as at 01/06/2020	9,018.65
--	----------

Surplus - Administration Fund	54,206.12
--------------------------------------	------------------

Administration Fund Reserve	63,224.77
-----------------------------	-----------

650 - Maintenance Plan as at 01/06/2020	276,805.86
---	------------

Surplus - Maintenance Plan	39,028.56
-----------------------------------	------------------

Maintenance Plan Reserve	315,834.42
---------------------------------	-------------------

Total Equity	379,059.19
---------------------	-------------------

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN OF SUBDIVISION No. 632276G

42 Porter Street PRAHRAN VIC 3181

Minutes of the Annual General Meeting held via Teleconference

Dial-in details:

Phone: +61 2 9161 1235

Conference ID: 257 325 579#

on Wednesday, 21 October 2020

1. Commencement of Meeting

The meeting commenced at 3:40 PM. Welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
1	Sustain Able 8 Pty Ltd Brand	2	Gaurav Sushil Kumar & Vivek Kumar Sharma
9	Sustain Able 8 Pty Ltd	12	Ms Demetriou
14	Ms Trivedi	15	Sustain Able 8 Pty Ltd
101	Mr Gierlach	104	Mr Nelson
121	Mr Christodoulakis	217	Mark Dickenson & Jennifer Bray
513	Mr & Mrs Beeton	515	Mr & Mrs Tarle
606	Mr Hollibone		

2.2 Proxy Holders Present*

Lot	Name	In Favour of
118	Mr Reckas	Denise Ip

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting
- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Lot 409 Neil Polan

2.5 In Attendance

Denise Ip, Manager, representing StrataCo Pty Ltd

3. Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

4. Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Denise Ip be appointed as Chairperson for the meeting.'

5. Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 15 August 2019 be confirmed as a true and accurate record of that meeting.'

6. Presentation of the Committee of Management Report (s115 of the Act)

Dirk Gierlach on behalf of the Committee presented the Committee of Management report to the meeting. A copy of the Committee Report has been attached to the minutes.

7. Presentation of the Owners Corporation Manager's Report (s126 of the Act)

Denise Ip on behalf of StrataCo presented the Owners Corporation Manager's report to the meeting.

8. Insurance (s59 of the Act)

8.1 Insurance Policy Details*

A copy of the Owners Corporation's Insurance Certificate of Currency was circulated with the meeting notice.

8.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

Resolution: 'It was resolved that the Owners Corporation does not obtain a new valuation of the reinstatement and replacement cost of the building(s) in 2020. A new valuation will be discussed at the next AGM in 2021.'

8.3 Standing Direction Order for Future Insurance Renewals

Resolution: 'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, StrataCo will renew the insurance with the insurer recommended by the broker or if there is no recommendation, the existing insurance company.'

It was requested that StrataCo should provide 3 insurance quotations to the Committee for their consideration at least 2 months before the expiration of the insurance. StrataCo advised underwriters will generally only provide quotations 30 days before expiry and StrataCo will provide quotations to the Committee once received.

9. Financial Statements for the Period* 1 June 2019 to 31 May 2020 (s34 of the Act)

Resolution: 'It was resolved that the financial statements for the period 1 June 2019 to 31 May 2020 be approved.'

9.1 Independent Auditor Report for the period 1 June 2019 to 31 May 2020

It is noted that the financial statements have been audited by an independent auditor. The auditor's report was attached to the meeting notice and can be viewed on the 'Member's Portal' on the StrataCo website (www.strataco.com.au).

It was noted that the Auditor's Report does not contain the company logo and registration number. The Manager will make contact with the Auditor to have them include such details in future.

9.2 Independent Auditor Report for the period 1 June 2020 to 31 May 2021

Resolution: 'It was resolved that the Owners Corporation undertake an audit of the accounts for the Financial Year ending 31 May 2021 by an independent auditor.'

10. Annual Budget and Levies for the Period* 1 June 2020 to 31 May 2021 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 1 June 2020 to 31 May 2021, as circulated with the meeting documentation, be approved.'

10.1 Annual Administration Levy

For the period 01/06/2020 to 31/05/2021 the approved levy is \$199,000 (ex. GST).

Compared to the previous financial year the levy amount remains the same.

The Owners Corporation discussed the following matters:

- A lot owner objected to the legal cost and stated that the expenditure was not warranted.
- There was a discussion about known water ingress issues with the ground floor courtyards. A lot owner requested additional communication from the committee on such matters and the committee will review this.
- A copy of the new contract of appointment has been attached to the minutes as requested.

10.2 Long Term Maintenance Levy

For the period 01/06/2020 to 31/05/2021 the approved levy is \$55,000 (ex. GST).

Compared to the previous financial year the levy amount remains the same.

11. Maintenance Plan* (s36 of the Act)

Resolution: 'It was resolved not to obtain an updated Maintenance Plan at this time.'

12. Lot Owners in Arrears

Resolution: 'It was resolved that the Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

13. Charging of Penalty Interest

Owners Corporation Invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate if payment of charges on the fee notice are not received by the due date.

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

14. Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

A question was raised requesting additional information relating to an insurance claim made by a tenant for damage to their car caused by water leaks into the carpark. It was noted that StrataCo will contact the insurer to obtain the requested information and advise the Committee accordingly.

15. Committee of Management* (s100 of the Act)

15.1 Election of Committee

Resolution: It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management

Lot 101 Dirk Gierlach

Lot 104 Kane Nelson

Lot 121 John Christodoulakis

Lot 217 Jennifer Bray

Lot 531 Debbie Beeton

Lot 606 Alan Hollibone

15.2 Committee Delegated Powers

Resolution: It was resolved 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 is attached to this Notice, and further that the 'Instrument of Delegation to the Committee' be executed under the common seal of the Owners Corporation as witnessed by two members of the Owners Corporation.'

16. Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Dirk Gierlach be elected as the Chairperson of the Owners Corporation Committee of Management.'

17. Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that StrataCo be elected as the Secretary of the Owners Corporation.'

18. Property Compliance

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 doors, fire sprinklers (reporting only), etc.).

18.1 Occupational Health & Safety Audit

It was noted that the most recent Occupational Health & Safety audit was undertaken in December 2018.

Resolution: It was resolved by majority that the Owners Corporation obtain two quotations for an Occupational Health & Safety audit and that the Owners Corporation Manager be authorised to proceed with the most appropriate quotation.

19. Use of Owners Corporation Common Seal (s20(2) of the Act)

Since the previous General Meeting, the Owners Corporation has passed the following resolution(s) to authorise the use of the common seal:

The common seal was used on the Owners Corporation Certificate and the following.

<i>Date of resolution to authorise use of seal</i>	<i>Description of document OC Seal applied to</i>
---	--

12/05/2020	Contract of appointment
------------	-------------------------

20. General Business

20.1 Elevator

A lot owner reported that the elevator was not operating properly. StrataCo advised Otis, the lift contractor, was contacted by StrataCo immediately when this was reported by the caretaker. Otis attended site and rectified the fault in the morning of 21/10/2020.

It was resolved that StrataCo will have the caretaker to check the lift on their next visit and report back to StrataCo if the elevator is operational.

It was further discussed that StrataCo will provide a copy of the lift agreement to the Committee for their records.

20.2 Cladding

It was discussed that the Victorian Building Authority (VBA) inspected the building in July 2020. StrataCo was verbally advised that combustible cladding was not found at the time of inspection and a formal letter would be sent to the Owners Corporation. StrataCo has been following up with the VBA and will provide the letter to all owners once received.

20.3 Carpet on Level 5

A lot owner reported that the carpet near the elevator area on Level 5 is in poor condition and requires replacement.

It was noted that StrataCo will ask the caretaker to inspect and provide photos of the carpet area on Level 5 which will then be passed on to the Committee for their consideration.

20.4 Crack tiles in the bike area

It was noted that the Owners Corporation will rectify the crack tiles in the bike area at the same time as when the ground floor courtyards are rectified.

20.5 Committee Meeting Minutes

It was discussed that the Committee Meeting Minutes can be provided to lot owners upon their request in writing to the Manager.

20.6 Door in the bike area

It was discussed that residents cannot access to the bike area directly from the street due to security reason. It was resolved that StrataCo ask the caretaker to check how does this door operate which will then be reported to the Committee.

20.7 Review on facilities to be provided to residents, such as laundry machines, vending machine and photocopier facility

It was discussed that the Owners Corporation may explore an option to change the provider of laundry machines in the building in order to get access to newer more energy efficient machines and increase the revenue of the Owners Corporation. The Committee will review and advise StrataCo accordingly.

21. Receiving Fee Notices and Correspondence by E-mail

Lot owners were reminded that they can receive Owners Corporation fee notices and correspondence by e-mail if they notify StrataCo in writing. In order to do so please update your preferences in the 'Member's Portal' Login on the StrataCo website (www.strataco.com.au) or email info@strataco.com.au.

22. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held in August 2021.'

23. Close of Meeting

The meeting closed at 6:02 PM

Denise Ip
Owners Corporation Manager
StrataCo
For and on behalf of Plan 632276G
T: 03 9373 6888
E: ocm2@strataco.com.au

OC MANAGEMENT COMMITTEE REPORT (AGM 21/10/20)

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

Committee Report – Annual General Meeting 2020

At the 2019 Annual General Meeting held on Monday 26th November 2019 seven (7) members were elected into the committee:

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

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

Summary of Committee Activities 2020:

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

- progress the resolution of building issues & water ingress issues (see Roscon Review Report)
- initiate a new waste service agreement (reducing cost to owners by ca. \$11,000 p.a)
- revise the laundry operating agreement (adding revenue of ca. \$1,200 p.a)
- revise the OCM (StrataCo) contract (reducing cost to owners by \$5,500 p.a)
- provide guidance to StrataCo for major maintenance issues or critical risk issues
- review financial statements and proposed budget ahead of the AGM
- review service levels of StrataCo managers
- discuss ground floor water ingress correction and cost distribution with ground floor owners

The committee has worked hard to identify efficiencies and achieve a positive financial outcome for all owners of 42 Porter Street. Significant savings have been identified this year and as a result, it has been possible to keep the owners contribution to Admin Fund and Maintenance Fund unchanged for several years now.

OC MANAGEMENT COMMITTEE REPORT (AGM 21/10/20)

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

Meetings:

17 Sept 2019 / StrataCo Office.

- Present: Committee: Dirk Gierlach, Alan Hollibone, Ned Tarle, Joseph Sicura, Phytos Themistoklis
StrataCo: Tony Overall, Mark MacDonald
- Apologies: Jennifer Bray, Victoria Mark
- Discussion Items:
 - Waste Collection (move to council collection)
 - Statement of Independence OCM Manager StrataCo
 - Water Charges and Laundry Operator Audit
 - Progress of Building Defects
 - OC Management Agreement

29 April 2020 / Teleconference:

- Present: Committee: Dirk Gierlach, Jennifer Bray/Mark Dickenson, Vicki Marks, Alan Hollibone
StrataCo: Tony Overall, Denise Ip
- Apologies: none
- Discussion Items
 - Ground Floor Water Ingress - Planter Boxes: Vendor selection, decision to proceed
 - Ground Floor Water Ingress – Floor Tiles: Vendor selection, decision to proceed
 - Defect Item 19 / Leaking Downpipe Lot 6 : Decision: Notice to owner
 - Defect Items 20,27, 28, 30, 32, 35, 40, 48, 62, 63: OCM reports items are resolved
 - Defect Item 61: Owner of Lot 415 reports that they have resolved the issue
 - Defect item 47/ Rooftop: Decision: Not proceed with Chardoak Quote
 - Update on progress Council General Waste Collection project
 - CCTV Cameras in Bike area: Decision: Progress
 - Essential Safety Measures Report (MFM) / Firedoors : Seek clarification
 - Drain issue in car park: Evaluation of provided 3 quotes and advice to OCM
 - OCM Management contract: Update final draft and issue for signing

2 June 2020 / Teleconference:

- Present: Committee: Dirk Gierlach, Mark Dickenson, Jennifer Bray, Alan Hollibone
StrataCo: Tony Overall, Denise Ip
GroundFloor Owners: various
- Discussion Items
 - Ground Floor Water Ingress – decision to proceed and request for cost coverage from ground floor owners as per lot size

OC MANAGEMENT COMMITTEE REPORT (AGM 21/10/20)

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

Offline Discussions and Decisions

- 06/09/19: Building Defect Items (Progress check and OCM guidance)
- 08/09/19: Water charges (Follow up on high communal water charges)
- 12/09/19: Waste Collection (Review quotes Bin Collection)
- 08/10/19: Lift Emergency Phone: (Decision about upgrade quote)
- 10/01/20: Waste Collection Update: (Review Business Case and decision to proceed)
- 15/01/20: Laundry Coin Operator Audit (Review Audit Report and decision to proceed)
- 24/01/20: Annual Height Safety Inspection (Advice to OCM to proceed with quote)
- 31/01/20: Planter Box / Tiling (Review of options and quotes)
- 20/02/20: MFM Annual Hydrant Flow Test (Advice to OCM to proceed with quote)
- 19/03/20: Building Defect 47: Review of quote
- 23/03/20: Groundfloor water ingress: Review of quotes
- 25/03/20: Building access FOBs: Review of proposal / Rejection due to lack of business case
- 26/03/20: Car Park drainage: Review of quotes (various iterations)
- 07/05/20: OCM Contract renewal (Review various drafts and agreement of revised final version)
- 12/05/20: OCM Contract execution
- 13/05/20: Water Ingress Groundfloor: Discussion and approval of preferred quote Megasealed
- 18/05/20: Building insurance renewal (Discussion of options for cheaper quotes)
- 19/05/20: Various meetings to discuss legal advice and options to progress
- 27/05/20: Car park drainage issue: Final review options and approval final quote
- 19/07/20: Repair aircondition hallway (various interactions)
- 14/09/20: Repair Faulty Deck Level 5 (various interactions, review of quotes, decide to proceed)

OC MANAGEMENT COMMITTEE REPORT (AGM 21/10/20)

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

- Various: Review and discuss legal advice to progress resolution of water ingress issue into groundfloor

YOUR FEEDBACK

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

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

Denise Ip - ocm2@strataco.com.au StrataCo Pty Ltd.

Contract of Appointment Owners Corporation Manager

Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules
OC 5 (12/07)

This contract must be completed in accordance with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Australian Consumer Law and Fair Trading Act 2012.

REFERENCE SCHEDULE

Details of Owners Corporation

Owners Corporation Number

OCPS 632276G

Name and Plan Number of Owners Corporation

Owners Corporation 1 - Plan No. 632276G

Name and address of property

42 Porter Street, Prahran VIC 3181

ABN

21 639 569 024

Representatives of the Owners Corporation

Name of main representative

Position held in Owners Corporation

Chairperson

Telephone number

Fax

Email

Name of alternative representative (if any)

Telephone number

Details of Manager

Manager Registration Number

000306

Name of Manager (company or individual)

StrataCo Pty Ltd

Business address

Level 1, 575 Elizabeth Street, Melbourne VIC 3000

Telephone number

Facsimile

Email

03 9373 6888

-

info@strataco.com.au

ABN

76 116 308 859

ACN

116 308 859

Other Trading/Business Name(s) (if applicable)

Term of Appointment

Number of years

From (commencement date)

To (expiry date)

(not exceeding three years from commencement date with initial owner or in any other case not exceeding five years from commencement date)

3 (Three)

07/05/2020

06/05/2023

1. Insurance

1.1 Manager's professional indemnity insurance details

Name of insurer

CGU

Name of policy holder

StrataCo Pty Ltd

Policy Number

83REA0976563

Date policy commenced

31 March 2019

Date policy expires

31 May 2020

Level of cover

\$5,000,000 in accordance with section 119(5) of the Act, the Regulations and any further or alternative regulations made under the Act.

1.2 Australian Financial Services Licence and Authorisations (Insurance Companies/underwriting agencies/Insurance Broker/s)

Details of insurance services (dealing and advising service)	Authorising Licensee(s)
Dealing service Apply for, acquire, vary or dispose of a general insurance product on behalf of another Advising service Providing general advice Providing factual information	Fitzpatrick & Co 631 Waverley Road Glen Waverley Victoria 3150 PO Box 2230, Mt Waverley, 3149

1.3 Insurance Fee and Commissions

1.3.1. INSURANCE FEE AND COMMISSIONS

The Owners Corporation acknowledges that it has been fully informed by receipt of this Appointment of the Manager's arrangements with the authorising licensees listed in Clause 1.2 (or with various insurers if the Manager, or the Manager's employer, holds an Australian Financial Services Licence) and that it has agreed that:-

1.3.1.1. the manager may receive or retain as a commission a percentage of the base premium payable by the Owners Corporation on the placing of insurance or the insuring of risks by the Owners Corporation;

Percentage of base premium payable 15%

1.3.1.2. if the insurance commission is less than 15% of the base premium paid by the Owners Corporation the Owners Corporation will pay to the Manager a fee being the difference between the commission received and 15% of the base premium.

1.3.1.3. such commission shall be in addition to the fee for services set out in Clause 2.1.

1.3.2. CURRENT PRACTICE

The purpose of this memorandum is to facilitate uniform disclosure of insurance agency fees and commissions received by Managers who are members of SCA (Vic) and who comply with the conditions set out below.

SCA (Vic) endorses the current practice of Managers deriving insurance commissions on base insurance premiums paid on behalf of Owners Corporations. The conditions applicable to endorsement by SCA (Vic) are as follows:-

- 1 such fees and commissions do not exceed 20% of the base premium payable by the Owners Corporation.
- 2 in all cases the best interest of the client is the paramount criterion when presenting quotations from particular insurance companies or placing insurance with any insurance company or broker that they are an authorised representative of.

The distribution of this document by the Manager to the Owners Corporation members will serve as an announcement that such income is being received and that there is compliance with the restrictions as set out above.

2. Fees and Services

All fees must be listed and include GST

2.1 Annual fee and services

Total Annual fee

\$34,500

How often paid (annually, ½ yearly, quarterly, monthly or other)

Quarterly in advance

Description of services to be provided by Manager in respect of annual fee payment

The Manager has the functions and duties provided for in sections 120 to 122 (Inclusive) under the Act including:-

ACCOUNTING

Establish and operate a separate bank account in the name of the Owners Corporation or if the Owners Corporation is in the same plan of subdivision as another Owners Corporation managed by the Manager and has consented to the money being held together in the same bank account in the names of those Owners Corporations; or a trust account for the Owners Corporation if the account is a statutory trust account held by a licensed real estate agent under the Estate Agents Act 1980; a legal practitioner under the Legal Profession Act 2004; or a licensed conveyancer under the Conveyancers Act 2006.

Keep books of account covering all income and expenditure and assets and liabilities of the Owners Corporation;

Prepare annual financial statements of all income and expenditure and assets and liabilities of the Owners Corporation (the annual accounts);

Comply as soon as practicable with any reasonable request made by the Owners Corporation to provide copies of statements for accounts containing money held by the manager on trust for the Owners Corporation for any period within 3 years immediately preceding the request;

Issue notices for fees set and special fees levied by the Owners Corporation;

Pay invoices and insurance premiums on behalf of the Owners Corporation (provided reasonable funds are held by the Owners Corporation);

Reconciliation of bank account.

INSURANCE

Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;

Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Owners Corporation;

Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);

Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

DOCUMENTATION

Maintain roll of owners names and addresses;

Making available for inspection the Owners Corporation's records;

Maintain the Register of the Owners Corporation;

Making available for inspection and providing copies of requested documents in the Owners Corporation's register;

Issue all Owners Corporation certificates and answer reasonable enquiries at the cost of the applicant/enquirer;

Deal with routine inwards and outward correspondence;

Keep and supervise the use of the common seal;

Keep the records of the Owners Corporation including minutes and postal ballots.

ANNUAL GENERAL MEETING

Attend Annual General meetings held during office hours at the Manager's office or at another place agreed between the Owners Corporation and the Manager;

Convene, attend, submit a budget and financial statement to and record minutes of the Annual General Meeting;

Submit a report of the Manager's activities to each Annual General Meeting in accordance with section 126 of the Act;

Meetings exceeding one (1) hours duration will be charged at the hourly rate for **Additional Services** set out in 2.2;

Any meeting held outside the Manager's office will attract a fee for travel time as set out in 2.2;

MAINTENANCE

Arrange for repairs and maintenance of Owners Corporation Property.

GUIDANCE

Provide guidance to the Owners Corporation to enable the Owners Corporation to carry out and perform its duties and functions, as set out in this clause.

GENERAL

Generally implement the decisions and instructions of the Owners Corporation with respect to its duties and functions as set out in this clause.

SITE INSPECTIONS

Attend the property physically on a quarterly basis to inspect state of building and conduct walk through with the caretaker. Review state of OH&S items and state of maintenance and repairs performed by tradespeople authorised by StrataCo on behalf of the owners corporation.

2.2 Additional services paid by hourly rate or fixed fee

Hourly rate

\$150.00

Chargeable as follows

in units of 6 minutes or part thereof

How often paid

Upon presentation of invoice

Description of services to be provided by Manager on hourly rate or fixed fee basis	Amount
ABN/GST registration / de registration / alteration	\$50.00
Affixing common seal	Nil
Answering requisitions or questions arising out of provision of Owners Corporations Certificates	Hourly Rate
Any other services not included in this schedule	Hourly Rate
Arrange to review, revoke, prepare and lodge rules	Hourly Rate
Attendances to breaches of rules and dispute resolution	Hourly Rate
Attendances to VCAT	Hourly Rate
Attendances necessary for preparation of the register of the Owners Corporation under Part 9 Div. 2 of Act	Hourly Rate
Attendance to overdrawn accounts:	Hourly Rate
Establishment of overdraft facility	Hourly Rate
Professional fees for administering an overdrawn account (per month)	Hourly Rate
Attendance to provide inspection of any records of the Owners Corporation and its Register to authorised persons, and responding to enquiries (Minimum charge 1 hour)	Hourly Rate
Attending meetings outside hours of 9.00 a.m. and 5.00 p.m. on weekdays	Hourly Rate
Compiling records to enable preparation of accounts for audit purposes	\$150.00
Compiling records to enable preparation of accounts for lodgement of each BAS	\$242.00
Compiling records to enable tax preparation	\$150.00
Convene, distribute notices for and or attend Special General Meetings and or Committee Meetings	Hourly Rate
Counter signing of Owners Corporation cheques (per month)	Hourly Rate
Copying any record of the Owners Corporation (first record requested at any one time) (payable by applicant)	1.15 fee units plus GST; and if a printed copy of the electronically provided record is also requested 22 cents per page
Copying any record of the Owners Corporation (second and subsequent records requested in relation to the same request) (payable by applicant)	\$8.36; and if a printed copy of the electronically provided record is also requested 22 cents per page
Copying the Owners Corporation register or any part thereof (payable by applicant)	3.03 fee units plus GST; per copy and if a printed copy of the electronically provided register is also requested 22 cents per page
Debt recovery letter (Final Fee Notice – payable by defaulting Lot Owner)	\$90.00
Handling Building Defects	Nil
Instruct debt collectors and or solicitors and generally supervise or attend any legal proceedings or hearings affecting the Owners Corporation	Hourly Rate
Insurance claim – preparation and lodgement of claim (exceeding 15 minutes)	Hourly Rate
Keeping of keys (per annum)	\$120.00
Keep wage, taxation and other related records required by the Owners Corporation	Hourly Rate
Liaison & administration with Accountants, Auditors, Architects, Actuaries Engineers, Builders, Lawyers Surveyors, Valuers or other professionals in relation to work or matters affecting the Owners Corporation	Hourly Rate

Maintain any additional accounts for the Owners Corporation (eg investment, maintenance fund)	Hourly Rate
Owners Corporation Certificate (payable by applicant) (required within 6-10 business days) per certificate	9.64 fee units (or other prescribed amount) plus GST
Owners Corporation Certificate (payable by applicant) (required within 3-5 business days) per certificate	14.46 fee units (or other prescribed amount) plus GST
Owners Corporation Certificate (payable by applicant) (required within 2 business days) per certificate	17.35 fee units (or other prescribed amount) plus GST
Additional Owners Corporation Certificate (requested by the same applicant whether personally or through an intermediary at the same time as the request received for first Owners Corporation Certificate) (payable by applicant) (required within 6-10 business days) per certificate	5.3 fee units (or other prescribed amount) plus GST
Additional Owners Corporation Certificate (required by the same applicant whether personally or through an intermediary at the same time as the request received for first Owners Corporation Certificate) (payable by applicant) (requested within 3-5 business days) per certificate	7.95 fee units (or other prescribed amount) plus GST
Additional Owners Corporation Certificate (required by the same applicant whether personally or through an intermediary at the same time as the request received for first Owners Corporation Certificate) (payable by applicant) (requested within 2 business days) per certificate	9.54 fee units (or other prescribed amount) plus GST
Preparation and lodgement of change of address (excludes lodgement fee)	\$50.00
Preparation of records on transfer of management	\$500.00
Prepare and conduct Postal Ballot (Minimum charge 2 hours)	Hourly Rate
Property visits (other than the initial visit which is free)	Hourly Rate
Provide client payment history (where possible only) (paid by applicant)	\$35.00
Provide financial report other than for an AGM	Hourly Rate
Public Officer fee (per annum)	\$121.00
Supply of answers to requisitions and answers to other enquiries	Hourly Rate
Supply of restricted keys/ key cards / remotes (plus cost)	Hourly Rate
Obtain Quotations/Issue Work orders (per quotation/workorder)	\$20.00
Travel time (plus reasonable travelling expenses) incurred to attend to any of the matters in this clause	Hourly Rate

2.3 Disbursement Fees

How often paid

Upon presentation of invoice

Description of disbursement fees to be claimed by Manager	Amount
(a)	
The Manager shall be entitled to retain all fees paid by an applicant whether personally or through an intermediary for Owners Corporation Certificates	17.35 fee units (or other prescribed amount) plus GST if issued within 2 business days after the application is received per certificate
	14.46 fee units (or other prescribed amount) plus GST if issued within 3-5 business days after the application is received, per certificate
	9.64 fee units (or other prescribed amount) plus GST if issued within 6-10 business days after the application is received, per certificate
The Manager shall be entitled to retain all fees paid by the same applicant whether personally or through an intermediary for additional Owners Corporation Certificates	9.54 fee units (or other prescribed amount) plus GST if issued within 2 business days after the application is received, per certificate
	7.95 fee units (or other prescribed amount) plus GST if issued within 3-5 business days after the application is received, per certificate
	5.3 fee units (or other prescribed amount) plus GST if issued within 6-10 business days after the application is received, per certificate
Archive box (Supply only)	cost + 10%
Owners Corporation Sign (plus cost)	cost + 10%
Certificate of title/Copy of Plan of Subdivision/Plan search (plus cost)	\$15.00
Common seal (plus cost)	cost + 10%
Courier charges (plus cost)	cost + 10%
Payment of creditors (incl. post & stat) (\$1.10 direct debit)	at cost
Copying any record of the Owners Corporation (first record requested at any one time) (payable by applicant)	1.15 fee units plus GST; and if a printed copy of the electronically provided record is also requested 22 cents per page
Copying any record of the Owners Corporation (second and subsequent records requested in relation to the same request) (payable by applicant)	\$8.36; and if a printed copy of the electronically provided record is also requested 22 cents per page
Copying the Owners Corporation register or any part thereof (payable by applicant)	3.03 fee units plus GST; per copy and if a printed copy of the electronically provided register is also requested 22 cents per page
Photocopying, collating & stapling any other document per copy	\$0.50 per page B&W \$1.00 per page Colour

(b)

Archive records storage fee (per box per month)	\$10.00 per calendar month
Computer charge (levy/ cheque)	\$2.50
Computer charge (cheque summary)	\$2.50
E-mail outwards	\$1.30
Facsimile inwards	\$1.10
Facsimile local outwards	at cost
Facsimile long distance outwards	Per facsimile + phone charge
Issue contribution/Levy notices (incl. postage & stationery) per notice	\$2.20
Photograph (minimum of \$15.00)	\$1.10
Postage charges – standard letter	\$2.50
Postage charges other than standard (plus cost)	\$2.50
Fee for dishonoured members cheque	at cost
Process stop payment on cheque	at cost
SMS	\$1.00
Telephone Charge	
Up to 20 lots (per month)	\$11.00
21 to 80 lots (per lot per month)	\$0.80
81 lots or more (per lot per month)	\$0.55

Or, alternatively to (b)

(c)

Per lot per annum fixed fee covering all itemised disbursement fees listed in (b) above	
---	--

2.4 Review of fees (detail any review dates and CPI requirements)

Unless otherwise agreed:

2.4.1. the fees and additional fees provided for in 2.1 and 2.2 above will be increased annually on each anniversary of the commencement date of this Contract of Appointment by the increase in the CPI.

2.4.2. disbursement fees as set out in 2.3 above will be reviewed to reflect cost increases on 1 July during each year of the Term of Appointment.

2.5 Fee units

The term "fee units" means the value set by the Victorian Treasurer each year under the Monetary Units Act 2004, as amended for each financial year.

2.6 GST

If any GST is chargeable on the supply to which a maximum fee prescribed by the Regulations or any further or alternative regulations made under the Act relates, the maximum fee is increased by an amount that is equivalent to that GST.

3. Delegations to Manager

- 3.1 The Owners Corporation may by instrument or resolution at a general meeting, delegate any power or function of the Owners Corporation other than a power or function that requires a unanimous resolution or a special resolution.
- 3.2 The Owners Corporation and the committee by this instrument, hereby delegates to the Manager all the powers and functions of the Owners Corporation that are necessary to enable it to perform its duties under this Appointment. Such delegation includes the power to sign on behalf of the Owners Corporation, all necessary documents pursuant to the Act, the Regulations and the Rules other than documents requiring a unanimous resolution or a special resolution or requiring the seal of the Owners Corporation except for the sealing of an Owners Corporation certificate. The Manager may, under section 124 of the Act, delegate to an employee of the Manager any function or duty conferred on the Manager including a function or duty conferred by this delegation.

4. Authority to Pay

The Owners Corporation authorises the Manager to disburse Owners Corporation funds for the purpose of:

- 4.1 Payment of the annual fee for carrying out the Services specified in Clause 2.1
- 4.2 Payment for performing the Additional Services specified in Clause 2.2
- 4.3 Payment for the disbursements fees listed in Clause 2.3;
- 4.4 Paying moneys in accordance with a budget approved by the Owners Corporation;
- 4.5 Payment of insurance premiums and commission;
- 4.6 Payment of the cost of repairs and maintenance carried out with the authority of the Owners Corporation or by the authority of the Manager and where performance of Additional Services is deemed by the Manager to be necessary for compliance with the Act;
- 4.7 Payment of all other day to day expenses incurred by the Owners Corporation.

5. Duties/Obligations of the Manager

The Manager must perform the following duties and adhere to the following obligations:

- 5.1 Act honestly and in good faith in the performance of the Manager's functions.
- 5.2 Exercise due care and diligence in the performance of the Manager's functions.
- 5.3 Not make improper use of the Manager's position to gain, directly or indirectly, an advantage personally or for any other person.
- 5.4 Not exert pressure on any member of the Owners Corporation to influence the outcome of a vote or election held by the Owners Corporation;
- 5.5 Hold all money held on behalf of the Owners Corporation on trust for the Owners Corporation.
- 5.6 Account separately for the money held for the Owners Corporation.
- 5.7 Report at the Annual General Meeting.
- 5.8 Take reasonable steps to ensure that any goods and services procured by the Manager on behalf of the Owners Corporation are procured on competitive prices and on competitive terms in line with OC's procurement policy and is fair and reasonable.
- 5.9 Disclose to the OC any beneficial relationship with a supplier with whom a contract is proposed to be entered into or is entered into for the supply of goods or services to the Owners Corporation (see Clause 11.3).
- 5.10 Disclose to the OC any entitlement to receive commission, payment or other benefit before a contract other than a contract of insurance to which clause 1.3 of the Appointment relates for the supply of goods or services is entered into (see Clause 11.4).
- 5.11 FUNCTIONS OF THE MANAGER**
- The Manager has the functions conferred by the Act, any Regulations made under the Act and the Rules of the Owners Corporation, a resolution at a general meeting, a delegation by the Owners Corporation and the matters set out in this instrument or an instruction from the Owners Corporation representative.

5.12 DUTIES OF THE MANAGER

The Manager must:-

- 5.12.1. submit a report of the Manager's activities to each annual general meeting of the Owners Corporation; and
- 5.12.2. include in the Manager's report details of the professional indemnity insurance held by the Manager in compliance with section 119(5) of the Act; and

5.13 OBLIGATIONS OF THE MANAGER

The Manager must:-

- 5.13.1. perform the Services set out in Clause 2.1 in consideration of the fees there set out plus the disbursement fees set out in Clause 2.3.
- 5.13.2. perform the Additional Services at the rates or the fixed fees as set out in Clause 2.2 if requested by the Owners Corporation or the committee of the Owners Corporation or the chairperson, secretary or substitute representative and agreed to by the Manager or where the Manager is engaged in dispute resolution involving the Owners Corporation or where performance of Additional Services is deemed by the Manager to be necessary for compliance with the Act;
- 5.13.3. provide the insurance services specified in Clause 1.3 in respect of insurance products offered through the authorising licensees or in accordance with the terms of an Australian Financial Services Licence held by the Manager or the Manager's employer;
- 5.13.4. obtain and present quotations for insurance if instructed by the Owners Corporation from authorising licensees or from other insurance providers provided that the Owners Corporation identifies for the Manager those other insurance providers from whom it wishes to seek insurance terms;
- 5.13.5. not provide insurance services:-
 - (a) as a representative of any person who is not listed as an authorising licensee in Clause 1.2; or
 - (b) as a representative of a person who is listed in Clause 1.2 where the insurance service is outside the authority granted by that authorising licensee,unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the insurance services;
- 5.13.6. refer the Owners Corporation to an appropriately authorised or licensed insurance adviser if the Owners Corporation requires personal advice in relation to an insurance product and the Manager is not authorised to provide personal advice (as listed in Clause 1.2);
- 5.13.7. not receive any commissions (other than those referred to in Clause 1.3), trade discounts or other fees from providers of services to the Owners Corporation directly or indirectly unless full disclosure of the commission is given in Clause 11.4 of this instrument;
- 5.13.8. observe the Code of Professional Conduct of Strata Community Australia (Vic) Inc. ("SCA (Vic)") and any other guideline or standard formally approved or adopted by SCA (Vic);
- 5.13.9. if there is a committee of the Owners Corporation, report to the committee as required in writing by the committee, on the carrying out of the functions and duties conferred on the Manager by this instrument.
- 5.13.10. if the committee of the Owners Corporation appoints the Manager to be the secretary of the committee and of the Owners Corporation the Manager will perform the duties of the secretary under the Act and will keep the minutes of the committee of the Owners Corporation in accordance with section 114 of the Act. If appointed as secretary the Manager will act as secretary only and does not thereby become a member of the committee for any other purpose and the Manager will not have the right to vote on any resolution of the committee or the Owners Corporation.

5.14 WARRANTIES OF THE MANAGER

The Manager warrants that:-

- 5.14.1 the Manager is registered as a Manager under Part 12 of the Act and will continue to remain registered during the currency of this Appointment;

- 5.14.2. the Manager is a member of SCA (Vic) and the Manager will immediately inform the Owners Corporation should that membership cease;
- 5.14.3. the Manager or an employee of the Manager holds an Australian Financial Service Licence with the appropriate licence authorisations or is an authorised representative of the authorising licensees listed in Clause 1.2 with authority to provide the financial services listed in Clause 1.2;
- 5.14.4. the Manager has been appropriately trained to provide the insurance services for which the Manager is authorised (as listed in the Clause 1.2) or as otherwise authorised under an Australian Financial Services Licence held by the Manager or the Manager's employer;
- 5.14.5. the Manager holds professional indemnity insurance that is sufficient to meet claims up to a level of the prescribed amount in any one year as required by section 119(5) of the Act and will continue to hold such insurance at all times during the continuance of this Appointment.

6. Transfer/Assignment of this Appointment

The Manager may transfer or assign this Appointment in the following ways:

The Owners Corporation acknowledges that the Manager may transfer or assign its right, title, interest and benefit in this Contract of Appointment, and the Owners Corporation, shall consent to the transfer or assignment and upon request provide to the Manager and the transferee or assignee written evidence of that consent unless it is reasonable to withhold its consent and the Owners Corporation's withholding consent to the transfer or assignment is presumed to be unreasonable if the transferee or assignee is a registered Manager pursuant to Part 12 of the Act and is a current full member of SCA (Vic) or other professional body.

7. Indemnities

The Owners Corporation will indemnify the Manager from:

INDEMNITY BY THE OWNERS CORPORATION AND LIABILITY OF MANAGER

- 7.1 To the extent permitted by law the Owners Corporation hereby releases and indemnifies the Manager and holds the Manager harmless from and against all actions, omissions, claims, demands, losses, costs, damages and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) ("the loss") in relation to or arising directly or indirectly out of the performance or non performance by the Manager of any services or the exercise of its functions and powers pursuant to this Appointment or otherwise from any cause of action including negligence and including without limitation:
 - 7.1.1. defects or dangers arising in or out of the Owners Corporation Property;
 - 7.1.2. arising from the failure of the Owners Corporation to supply adequate information and advice or direction when requesting work to be performed by the Manager;
 - 7.1.3. arising from goods or services provided by or to third parties at the request of the Manager provided that such request was made in accordance with the provisions of this Appointment;
 - 7.1.4. arising from the handling or storage of goods, products or chemicals;
 - 7.1.5. resulting in death, bodily injury, damage to property or economic loss suffered by any person or persons whatsoever including members and occupiers of the property or part thereof;
 except to the extent that such loss is caused by or contributed to by the Manager's dishonesty or fraud.
- 7.2 If the Manager breaches its obligations in relation to the services and the Owners Corporation has contributed to the Manager's breach, the Owners Corporation agrees to indemnify the Manager immediately upon demand against any claim, or liability for loss to the extent that the Owners Corporation has contributed to the breach.
- 7.3 This instrument evidences the resolution of the Owners Corporation to grant this indemnity.
- 7.4 The Owners Corporation must on demand repay to the Manager and make good any amount necessary to fund any overdrawn funds in the bank account of the Owners Corporation.

- 7.5 The Owners Corporation **hereby indemnifies** the Manager and will hold the Manager harmless against any claim cost or demand made by any third party in respect of monies lent, goods or services provided to or for the Owners Corporation at the request of the Manager provided that such request was made in accordance with the provisions of this Appointment. This instrument evidences the resolution of the Owners Corporation to grant this indemnity.
- 7.6 The Owners Corporation must indemnify the Manager for all reasonable costs incurred by the Manager:
- 7.6.1. in connection with any matter relating to the Owners Corporation or its property; or
 - 7.6.2. from the exercise of any function or power under this Appointment; or
 - 7.6.3. in consequence of the Manager being a party to any proceeding relating to the Owners Corporation.
- 7.7 The Manager may exercise the power of the Owners Corporation under Sections 23 and 24 of the Act to levy fees and to cover extraordinary items of expenditure to cover the requirements for payment of any moneys due to the Manager.
- 7.8 The indemnities granted under this Clause survive termination of this Appointment.

8. Termination of Manager's Appointment

The Manager's appointment may be terminated in the following ways:

- 8.1 If no notice of its intention to revoke this Appointment is given by the Owners Corporation to the Manager at least 28 days prior to the expiry date the Appointment will continue until the expiration of one year after the expiry date (which date will then become the expiry date) but will not exceed the date of the next Annual General Meeting at which time re-appointment must be confirmed.
- 8.2 This Appointment may be terminated by notice of termination in the following ways:
- 8.2.1. either party may terminate the Appointment at any time if the other party has committed a fundamental breach of the terms of this Appointment and fails to rectify such breach within a reasonable time after written notice from the other party specifying such breach.
 - 8.2.2. after the initial term the Owners Corporation may resolve to terminate this Appointment effective upon the expiry date or any anniversary of the expiry date by giving 28 days prior notice in writing to the Manager without having to specify the reason for termination.
 - 8.2.3. by the Manager after giving 3 business days notice at any time during the currency of this Appointment, if in the opinion of the Manager, the Owners Corporation, is either acting unlawfully or with disregard for the safety of persons on the Owners Corporation Property.
 - 8.2.4. after the initial term the Manager may terminate the Appointment at any time after giving 28 days prior notice of termination in writing without having to specify the reason for termination.
- 8.3 The Owners Corporation must comply with the Act and any Regulations made under the Act when deciding to terminate the Appointment.

- 8.4. The Owners Corporation will remunerate the Manager;
- 8.4.1. pro-rata for services performed under Clause 2.1 up to the end of the Appointment; and
 - 8.4.2. for any Additional Services rendered pursuant to Clause 2.2; and
 - 8.4.3. for any outstanding Disbursement Fees at the rates specified in Clause 2.3; and
 - 8.4.4. for work required to effect the termination and transfer of records including the cost of preparation of additional financial statements.
- This Clause 8.4 survives termination of the contract.
- 8.5. The Manager must within 28 days of lawful termination of this Appointment as Manager return to the secretary (or to the chairperson if the manager has been appointed as secretary) of the Owners Corporation all records relating to the Owners Corporation or funds of the Owners Corporation held or controlled by the Manager pursuant to Section 127 of the Act and will also provide a statement of income and expenditure and balance sheets up to the end of the Appointment.

9. Obligations of the Owners Corporation

The Owners Corporation must:

- 9.1 In carrying out its functions and powers act honestly and in good faith, and must exercise due care and diligence.
- 9.2 **OBLIGATIONS OF THE OWNERS CORPORATION**
- The Owners Corporation must:-
- 9.2.1. have at all times a chairperson to deal with the Manager and must give the chairperson appropriate powers to act by executing an instrument of delegation under Section 102(2) of the Act;
 - 9.2.2. if the Owners Corporation appoints a substitute representative, give the substitute representative appropriate powers to act by executing an instrument of delegation under section 102(2) of the Act;
 - 9.2.3. appoint a grievance committee and execute an instrument of delegation giving the grievance committee appropriate powers to act pursuant to section 102(2) of the Act;
 - 9.2.4. make the Manager aware of any defects or hazards in the Owners Corporation Property and make prompt decisions in relation to any necessary repairs maintenance or other works;
 - 9.2.5. read the Product Disclosure Statement provided by the Manager before making a decision to purchase the insurance and decide as to the appropriate insurer, the amount of cover and the appropriate policy in good time to enable insurance renewal each year;
 - 9.2.6. obtain a valuation of the cost of reinstatement and replacement of the building/s which the Owners Corporation is obliged to insure not less frequently than every three years;
 - 9.2.7. ensure that each of the chairperson, secretary, proxy, nominee, committee or committee members shall not without giving seven days prior written notice to the Manager:-
 - (a) Issue a notice to convene an annual general meeting or a special general meeting of the Owners Corporation; or
 - (b) Arrange a ballot of the Owners Corporation.
- 9.3 **COMMITTEE OF OWNERS CORPORATION**
- The Owners Corporation and the committee or subcommittee of the Owners Corporation must ensure that:-

9.3.1. reasonable notice of all meetings of the committee and of any subcommittee/s are provided to the Manager;

9.3.2. copies of all minutes of the committee and of any subcommittee/s are provided to the Manager to enable the Manager to keep the records of the Owners Corporation in compliance with Part 9 of the Act.

9.4 REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE OF THE OWNERS CORPORATION

The Owners Corporation must appoint the chairperson as representative and may appoint a substitute representative as named in the Reference Schedule, being members of the committee of the Owners Corporation, to communicate with the Manager and to receive communications from the Manager on behalf of the Owners Corporation and to give instructions to the Manager upon which the Manager may act. The Owners Corporation may from time to time appoint other members of the committee of the Owners Corporation to be the chairperson and substitute representative and must give written notice to the Manager of such appointment whereupon the previous appointees shall cease to have the authority of the Owners Corporation. Binding instructions to the Manager may only be given by a representative and in the event of any inconsistency or ambiguity the Manager may notify the chairperson the substitute representative and the committee in writing to seek clarity. The Manager shall be entitled to act upon a direct instruction applying the following order of precedence:-

9.4.1. from the chairperson;

9.4.2. from the substitute representative;

9.4.3. from the secretary (unless the manager is appointed secretary);

9.4.4. from the committee.

9.5 RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

9.5.1. The Owners Corporation is responsible under the Act and the Regulations for repair and maintenance of the Owners Corporation Property. The Manager is not liable to the Owners Corporation or to any other party in respect of any defects in the Owners Corporation Property, failure to comply with any building or other statutory regulations or town planning requirements or any need for repair or the existence of any danger or hazard unless:-

- (a) it has been brought to the attention of the Manager and the Manager fails to take steps within a reasonable time to make the Owners Corporation aware of its need to make appropriate decisions in respect of and to raise funds for the necessary repairs maintenance or other works, or
- (b) the Manager has been instructed to arrange for the repairs maintenance or other works and sufficient funds are available for them to be carried out but fails to make such arrangements within a reasonable time,

9.5.2. The Manager is not required to:-

- (a) inspect the Owners Corporation Property, attend itself to any repairs maintenance or other works, make itself aware of any defects in the Owners Corporation Property, or remedy any failure to comply with the Building Code of Australia or other applicable requirements or town planning requirements or any need for repair or the existence of any danger or hazard; or
- (b) perform any services other than those referred to in Clauses 2.1, 2.2.

9.5.3. The Owners Corporation acknowledges that:-

- (a) the Owners Corporation is the entity in control of the premises and Owners Corporation Property
- (b) the Owners Corporation has an obligation to ensure the safety of any person/s at the premises and on or using the Owners Corporation Property
- (c) the Manager as agent will nominate the Owners Corporation as the Principal in respect of any contracts or agreements entered into on behalf of the Owners Corporation and has no liability as the Principal. The Manager is not in the business of providing repairs and maintenance services to the Owners Corporation and will not do so.

9.5.4. The Owners Corporation must ensure:-

- (a) compliance with the obligations under the OHS Act including but not limited to:
 - (i) obligations as employers for its employees and others at its Place of Work;
 - (ii) the obligations as occupier of premises;

- (iii) obligations it has as controller of any plant or substance used by people at its *Place of Work*;
- (b) that it and all persons employed or engaged by it or on its behalf comply at all times with the requirements of the OHS Act and any directions, manuals, policies or rules formulated from time to time by the Owners Corporation;
 - (c) that it has systems in place to assess and eliminate risks and hazards at the Owners Corporation Property and premises which meet the standards required by the OHS Act;
 - (d) that where risks and hazards cannot be eliminated the risks and hazards are adequately controlled in a way which meets the standard required by the OHS Act;
 - (e) that all persons employed or engaged by it at the Owners Corporation Property are appropriately trained and supervised;
 - (f) that only qualified persons are engaged to carry out any third-party work.
- 9.5.5. The Owners Corporation will to the extent permitted by law, indemnify the Manager against all claims for any loss or damage which may arise as a result of any breach by the Owners Corporation of obligations applicable to the principal contractor under the OHS Act in accordance with Clause 7;
- 9.5.6. The terms used in this Clause shall have the same meaning as in the OHS Act.

10. Dispute/Complaints process

The Manager and Owners Corporation must adhere to the following dispute/complaints process in accordance with Part 10 of the Owners Corporations Act 2006 and the Owners Corporation Rules:

10.1 DISPUTE RESOLUTION INVOLVING THE OWNERS CORPORATION LOT OWNERS OR OCCUPIERS NOT INVOLVING COMPLAINT AGAINST THE MANAGER

- 10.1.1. The Manager may if requested by the Owners Corporation, the committee of the Owners Corporation, the chairperson, secretary, representative substitute representative or grievance committee participate in dispute resolution or the grievance procedure set out in the Rules of the Owners Corporation.
- 10.1.2. If the Manager participates in any dispute resolution process, attends on receipt or issue of a complaint, meets with the grievance committee, issues or receives any Notices required under Part 10 of the Act or takes part in any proceeding under Part 11 of the Act or otherwise the Manager will be entitled to payment of the fees and charges set out in Clause 2.2 from the Owners Corporation.

10.2 DISPUTE RESOLUTION INVOLVING A COMPLAINT AGAINST THE MANAGER BY THE OWNERS CORPORATION A LOT OWNER OR OCCUPIER

- 10.2.1. The party making the complaint must prepare a written statement in the approved form (available on request from the secretary, chairperson or Manager of the Owners Corporation) setting out the complaint and inviting the Manager and any other party or parties to a meeting.
- 10.2.2. The party making the complaint must serve a copy of the complaint on the Manager and the secretary of the Owners Corporation and if appropriate, on any other party involved.
- 10.2.3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the secretary and the Manager of the Owners Corporation.
- 10.2.4. If there is no grievance committee, the secretary and chairperson must be notified of any dispute by the complainant regardless of whether the Owners Corporation is an immediate party to the dispute.
- 10.2.5. The parties to the dispute must if requested by the complainant meet and discuss the matter in dispute with the Manager and the grievance committee (if any) and the chairperson on a date within 14 working days after the dispute comes to the attention of all the parties.
- 10.2.6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard by the grievance committee.
- 10.2.7. The parties must each:-
 - (a) use their best endeavours to make available to the Manager, grievance committee and chairperson all facts and circumstances required in order to consider and resolve the dispute or difference; and
 - (b) ensure that their respective employees, agents or consultants are available to appear at the meeting.

- 10.2.8. The grievance committee or chairperson shall be entitled to make reasonable directions to expedite or adjourn any meeting or determination of this dispute resolution process as they in their sole discretion think fit on behalf of the Owners Corporation.

10.3 REFERENCE OF DISPUTE TO AN EXPERT

In the event of any dispute or difference as to the effect of or operation of the plan of subdivision of the Owners Corporation, the interpretation and performance of obligations under these rules, the Act or the Regulations, that dispute or difference may, if the Manager, grievance committee and the complainant agree, be referred for determination by a person (**Expert**) who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria.

10.3.1. Parties to use best endeavours

When any dispute or difference has been referred for expert determination, the parties must each:-

- (a) use their best endeavours to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and
- (b) ensure that their respective employees, agents or Consultants are available to appear at any hearing or enquiry called for, by the Expert.

10.3.2. Right to be heard

The parties each have the right to:-

- (a) make submissions to; and
- (b) be heard by; and
- (c) each party may be legally represented before the Expert.

10.3.3. Expert's decision

The decision of the Expert must be made and delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.

10.3.4. Expert may appoint other expert to assist

The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such other expert is deemed to form part of the determination costs and expenses.

10.3.5. Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

10.3.6. Costs of determination

The Expert must also determine:-

- (a) the amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her; and
- (b) which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination including any offers made to resolve the dispute.

10.4 CONDUCT PENDING DISPUTE RESOLUTION AND/OR EXPERT DETERMINATION

In the event of any matter being the subject of dispute resolution or referred for the decision of an independent expert:-

- (a) This Contract of Appointment, the rules, the Act and the Regulations will be adhered to pending the decision; and
- (b) If either party is challenging any payment claimed by the other:-
 - (i) so much of that payment (as is admitted to be owing) must be paid immediately; and
 - (ii) an appropriate adjustment must be made within 14 days of resolution.

10.5 GENERAL PROVISIONS FOR DISPUTE RESOLUTION

- 10.5.1. The grievance committee or chairperson may determine the costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or the Rules incurred by the Owners Corporation including any costs payable by the Owners Corporation to the manager pursuant to clause 2.2 (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the Owners Corporation). The costs and expenses so determined shall be due and payable as a debt due by the party in default or breach to the Owners Corporation. This instrument evidences the resolution of the Owners Corporation to recover such costs and expenses.
- 10.5.2. If the dispute is not resolved, the grievance committee, secretary or chairperson must issue the Notices required under Part 10 and notify each party of his or her right to take further action under Part 11 of the Act.
- 10.5.3. This dispute resolution process must comply with Part 10 of the Act.



11. Additional conditions/provisions

The following additional conditions/provisions apply:

11.1 ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Appointment. No amendment or variation may be made to the terms of this Appointment other than in writing executed by each of the parties.

11.2 SEVERANCE

In the event that any condition or provision of this Appointment is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible the condition or provision may be severed and the remainder of this Appointment shall remain in full effect.

11.3 DISCLOSURE OF BENEFICIAL RELATIONSHIPS WITH SUPPLIERS

Name of company: SHA Services -

Relationship: Embedded Electricity Network Supplier (if present)

Name of company: Student Housing Australia

Relationship: Section 173 Agreement Compliance Requirements (if present)

11.4 DISCLOSURE OF COMMISSIONS, PAYMENTS OR OTHER BENEFITS

Nil other than Insurance Commission noted under clause 1.3.1

11.5 SPECIAL CONDITIONS

Nil

12. Definitions/Interpretations**INTERPRETATIONS**

- 12.1 "Act" means the Owners Corporations Act 2006 as amended from time to time.
- 12.2 "Additional Services" means the additional services set out in Clause 2.2.
- 12.3 "Appointment" means this Instrument of Appointment of Manager pursuant to section 119 of the Act and includes any Special Conditions.
- 12.4 "Arrange" means to arrange for the issue of the Policies by initiating applications for a contract of insurance or facilitating the renewal of a contract of insurance.
- 12.5 "Australian Financial Services Licensee" means a person who holds an Australian financial service licence under the Corporations Act 2001.
- 12.6 "Authorised Representative" has the meaning given to that term under section 761A of the Corporations Act 2001.
- 12.7 "AWOTE" (Average Weekly Ordinary Time Earnings) means the number as published by the Australian Government Statistician for the trend estimate, of private and public sectors, of all persons in Australia, for full-time ordinary time earnings, for the previous year.
- 12.8 "Fee Units" has the same meaning as defined in the Monetary Units Act 2004
- 12.9 "General advice" means any recommendation or statement of opinion intended to influence a person to make a decision in relation to a Policy that is not Personal Advice.
- 12.10 "GST" means the tax levied by A New Tax System (Goods and Services Tax) Act 1999 (Cth.)
- 12.11 "Manager" means the Manager named in the Reference Schedule and includes its successors and assigns and its officers and employees.
- 12.12 "OHS Act" means the Occupational Health and Safety Act 2004 (Vic).
- 12.13 "Owners Corporation Property" means the common property of the Owners Corporation and any chattels, fixtures, fittings, equipment and services on common property or provided by the Owners Corporation to lot owners, occupiers or the public.
- 12.14 "Personal advice" means any recommendation or statement of opinion intended to influence a person to make a decision in relation to a Policy where one or more of the person's objectives, financial situation or needs have been considered or a reasonable person might expect those matters to have been considered.
- 12.15 "Regulations" means the Owners Corporations Regulations 2007 and any regulations made under the Act from time to time.
- 12.16 "Rules" means the Rules of the Owners Corporation as amended by the Model Rules or by the Owners Corporation from time to time.
- 12.17 "SCA (Vic)" means Strata Community Australia Vic Inc. ABN 91 066 558 592.
- 12.18 "Services" means the services set out in Clause 2.1 and the Additional Services set out in Clause 2.2.

13. GST

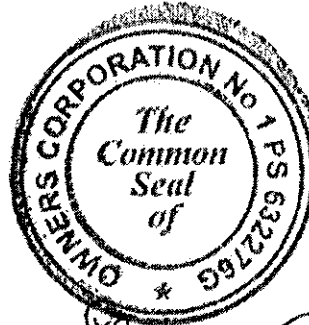
Subject to disbursements to which clause 2.6 of the Appointment relates the fees and disbursement fees are inclusive of GST at a rate of 10%; and will be amended appropriately if the rate of GST changes so that the GST exclusive fees and disbursement fees payable to the Manager remain unchanged.

14. Declarations and Signatures**Owners Corporation Declaration and Signature**

The Owners Corporation hereby appoints the Manager specified in this contract to carry out the duties and meet the obligations specified in this contract and act on behalf of the Owners Corporation in accordance with the Owners Corporations Act 2006, Owners Corporations Regulations 2007 and Owners Corporation Rules.

**THE COMMON SEAL of OWNERS CORPORATION
1 PLAN NO. 632276G**

was affixed and witnessed by and in the presence of persons who declare they are Lot Owners of separate lots and members of the Owners Corporation or by a director of a corporation that is a Lot Owner in accordance with section 20 and 21 of the Owners Corporations Act 2006.



Signature of Witness

DIRK GIERLLACH

Name of Witness (print full name)

256 Dendy Street
East Brighton, VIC 3187

Address of Witness

Lot Owner 101

Position (Lot Owner or Director)

Date: 12/5/20

Signature of Witness

Alan Hollibone

Name of Witness (print full name)

30 Powell St South
Yarra

Address of Witness

Lot Owner 606

Position (Lot Owner or Director)

Appointed Manager Declaration and Signature

I agree to carry out the duties and meet the obligations specified in this contract. I agree to act on behalf of the Owners Corporation in accordance with the Owners Corporations Act 2006, Owners Corporations Regulations 2007 and Owners Corporation Rules.

Signature

Tony Overell

Name (print full name)

Level 1, 575 Elizabeth Street, Melbourne 3000

Address

General Manager

Position (if corporation)

Date:

12/5/20

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

4. Use of common property

4.1 Use of common property

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

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

Contract Schedule 2020

Owners Corporation Plan No PS: 632276G

Address: 42 Porter Street, Prahran 3181

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

Victorian Statewide Cladding Audit

Outcome

Thursday, 3 December 2020

Denise Ip
Strata Co
Level 1, 575 Elizabeth Street
MELBOURNE VIC 3000

Email: ocm2@strataco.com.au

Dear Denise,

42 Porter Street, Prahran

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding - such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene/polymer core.

Inspection results

As part of the audit, an inspection was carried out on the above building. The inspection identified that the building is out of scope of the Victorian Statewide Cladding Audit and does not require further review by an Expert Panel of building and fire safety experts.

This building was ruled out-of-scope for the following reason/s:

- The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

Please update occupants and owners about the findings of the inspection. The VBA suggests that this letter is distributed to occupants and owners and displayed in the common areas of the building.

We also ask that you to include this letter on Section 32 statements and owner's corporation certificates if apartments in this building are advertised for sale.

Your responsibility

It is the responsibility of building owners to ensure that all essential safety measures (*sprinklers, fire hydrants, fire extinguishers, smoke alarms, emergency exit signage, fire doors, sprinklers*) are maintained in a fully operational manner. Maintenance records must be updated and be available for inspection if requested.

It's also a good time to review the fire safety practices for the building.

We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Remind occupants to be mindful of common ignition sources such as barbecues, heaters and cigarettes, particularly on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. Ensure all occupants know the building's evacuation plan and fire safety procedures.
6. Making building fire safety an ongoing discussion with occupants.

Please discuss any fire safety concerns with the following authorities:

1. City of Stonnington Building Department on 03 8290 3218
2. Fire Rescue Victoria frv.vic.gov.au.

In the event of a fire, occupants should call 000 immediately.

Thank you for your assistance. If you have any further questions, please don't hesitate to contact us via return email.

Yours sincerely,



Carmen Pace
Manager, Cladding Operations | Statewide Cladding Audit

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.