
Contract of sale of land

Property address: 201/1-5 Donald Street, Prahran, Victoria 3181

Vendor: Charles William Land

Purchaser:

Prepared by
Lardners Solicitors incorporating Prudent Legal
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Ref: CC:7233

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Property address: 201/1-5 Donald Street, Prahran, Victoria 3181

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

The terms of this contract are contained in the particulars of sale, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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 apply to you.

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

If you end the contract in this way, 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.

Exceptions

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

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

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

Off-the-plan sales

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

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

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

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

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

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

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

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

SIGNED BY THE VENDOR

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Viva Property	Phone	0402 000 497 (Zeno)	Fax	
Address	575 Elizabeth Street, Melbourne, VIC 3000	Email	zenok@vivaproperty.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Charles William Land	Name	Lardners Solicitors incorporating Prudent Legal		
		Address	1, 65 Mount Eliza Way, MOUNT ELIZA VIC 3930 PO Box 50, MOUNT ELIZA VIC 3930		
Address	4 Kingfisher Court, Hastings, VIC 3915	Contact	Chris Chen		
		Email	chris@lardners.com.au; jimmy@lardners.com.au		
ACN/ABN		Phone	03 9787 4511	Fax	

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11119	Folio 475	38	603555R
Volume	Folio		

OR



~~The land includes all improvements and fixtures.~~

Property address

The address of the land is:

201/1-5 Donald Street, Prahran 3181

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

☒ Listed in attached schedule.

OR

☐ Listed as follows:

Fixtures and fittings, including light fittings and window coverings as inspected.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Nil

Payable by purchaser in addition to price — *Insert 'Nil' if no GST payable by purchaser*

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more

See general condition 15(f) and (g).

GST

General condition 13

☒ **No, because: Existing Residential Property**

☐ **Yes, because:**

☐ Vendor not registered or required to be registered

☐ Purchaser entitled to input tax credit

☐ Existing residential premises

☐ Purchaser **NOT** entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Margin scheme applies

☐ Going concern

☐ Mixed supply

☐ Farmland used for farming business or sale of subdivided farmland to an associate

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor

☐ Yes ☒ No

Withholding required by purchaser

☐ Yes ☒ No

No withholding for residential premises because:

☐ Vendor not registered or required to be registered

☒ The premises are not new

☐ The premises were created by substantial renovation

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ The land includes a building used for commercial purposes

☐ The purchaser is registered for GST and acquires the property for a creditable purpose

☐ The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on / /20

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

☒ The above date; or

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

~~The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.~~

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ ~~Entitled to vacant possession.~~

OR

☒ **Subject to a lease**, particulars of which are:

☒ Attached; or

☐ As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

☐ 21 days **OR** ☐ 14 days from the contract date (approval period)

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

Special conditions

☐ Yes ☐ No

1.

2.

3.

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.

- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland** to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the

purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
- (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
- (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and

- (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings

in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or

- (ii) By pre-paid post; or

- (iii) By facsimile; or

- (iv) By email.

- (c) Unless proven otherwise, any document sent by:

- (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;

- (iii) Regular post is taken to have been served on the sixth business day after posting;

- (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;

- (v) 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.

- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:

- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

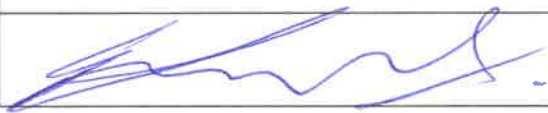
- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	201/1 DONALD STREET, PRAHRAN 3181	
Vendor's name	Charles William Land	Date 20/5/21
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

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Land	201/1 DONALD STREET, PRAHRAN 3181	
Vendor's name	Charles William Land	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is 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 this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Total does not exceed:

\$ 3500

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

\$

To

\$

Other particulars (Including dates) and times of payments:

1.3 Terms of 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.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☐ *Is in the attached copies of title document/s.

☐ *Is as follows:

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

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

Not applicable.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
Not applicable.

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:

If any as contained in the attached searches and certificates

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:

If any as contained in the attached searches and certificates

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).

Not applicable.

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*

6.2 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")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier

sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Register Search Statement (Title) Volume 11119 Folio 475
Copy of Plan PS603555R
Land Tax Certificates
Owners Corporation Basic Report 1/PS603555R
State Revenue Office: Land Tax Certificate - 11119/475
Vicroads: Vicroads Certificate - 11119/475
Strata Co: Section 151 Certificate from Owners Corporation - 1/PS603555R
Stonnington: Land Information Certificate - 11119/475
South East Water: Water Information Statement - 11119/475
Section 173 Agreement
VIC Property Report
VIC Planning Report
Tenancy Agreement

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11119 FOLIO 475

Security no : 124089623778D

Produced 30/04/2021 05:20 PM

LAND DESCRIPTION

Lot 38 on Plan of Subdivision 603555R.

PARENT TITLES :

Volume 11118 Folio 495 to Volume 11118 Folio 497

Created by instrument PS603555R 20/02/2009

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CHARLES WILLIAM LAND of 7 JANEALLAN COURT TYABB VIC 3913

AN045618S 25/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF090394C 25/05/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AG336982J 09/02/2009

DIAGRAM LOCATION

SEE PS603555R 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 201 1 DONALD STREET PRAHRAN VIC 3181

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS603555R

DOCUMENT END

Imaged Document Cover Sheet

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

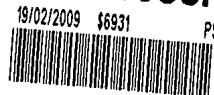
Document Type	Plan
Document Identification	PS603555R
Number of Pages (excluding this cover sheet)	5
Document Assembled	30/04/2021 17:23

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PS603555R



PLAN OF SUBDIVISION		STAGE No. /	LRS USE ONLY EDITION 1	
LOCATION OF LAND PARISH: PRAHRAN TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: (PART) 39 LRS BASE RECORD: VICMAP DIGITAL PROPERTY (METRO) TITLE REFERENCES: VOL 11118 FOL 495 VOL 11118 FOL 496 VOL 11118 FOL 497 LAST PLAN REFERENCE/S: LOT 1 TP 447943L LOT 1 TP 553943T AND PC 361100U POSTAL ADDRESS: 1-5 DONALD STREET (At time of subdivision) PRAHRAN 3181 MGA 94 Co-ordinates E 322 810 (of approx centre of land N 5 808 880 in plan) ZONE: 55			COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CITY OF STONNINGTON REF: 862/06 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage / Council Delegate <i>[Signature]</i> Council Seal Date 06 FEB 2009 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /	
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
STAGING This is/is not a staged subdivision. Planning permit No.				
DEPTH LIMITATION: Does not apply.				
BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARY BETWEEN LOTS DENOTED THUS M EXTERIOR: FACE OF WALL OR BALCONY SHOWN HATCHED THUS INTERIOR FACE: ALL OTHER BOUNDARIES.				
OTHER PURPOSE OF PLAN: 1 TO REMOVE THE PARTY WALL EASEMENT CREATED IN INSTR No 1245186 GROUNDS FOR REMOVAL: PLANNING PERMIT No. 862/06 ISSUED BY THE CITY OF STONNINGTON NOTATIONS: 1. UNLESS OTHERWISE SHOWN ON THIS PLAN, ALL OUTER (EXTERNAL) WALLS OF THE BUILDING ARE PART OF COMMON PROPERTY No 1 2. INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON DIAGRAMS CONTAINED HEREIN. SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 125, 142 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) of the Subdivision Act 1988 applies to the whole of this plan				RECEIVED <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	AS PROVIDED FOR IN SEC 207(C) LGA	3.05	SEC 207(C) LGA	SOUTH EAST WATER LIMITED
DATE: 19/2/09				
				LRS USE ONLY
				PLAN REGISTERED
				TIME 12:19PM
				DATE 20/02/2009
				ALLAN BAGULEY Assistant Registrar of Titles
				SHEET 1 OF 5 SHEETS
M. J. Reddie Surveys Pty Ltd ABN 49 005 965 257 1 Horner Street, Beaconsfield. 3807 P.O. Box 258, Berwick. 3806 Phone (03) 9707 4117 Fax (03) 9707 4428			LICENSED SURVEYOR (PRINT) MICHAEL J. REDDIE..... SIGNATURE <i>[Signature]</i> DATE 29-1-2009 REF 04-08-36 FILE 314337 VERSION 3	
			DATE 06 FEB 2009 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

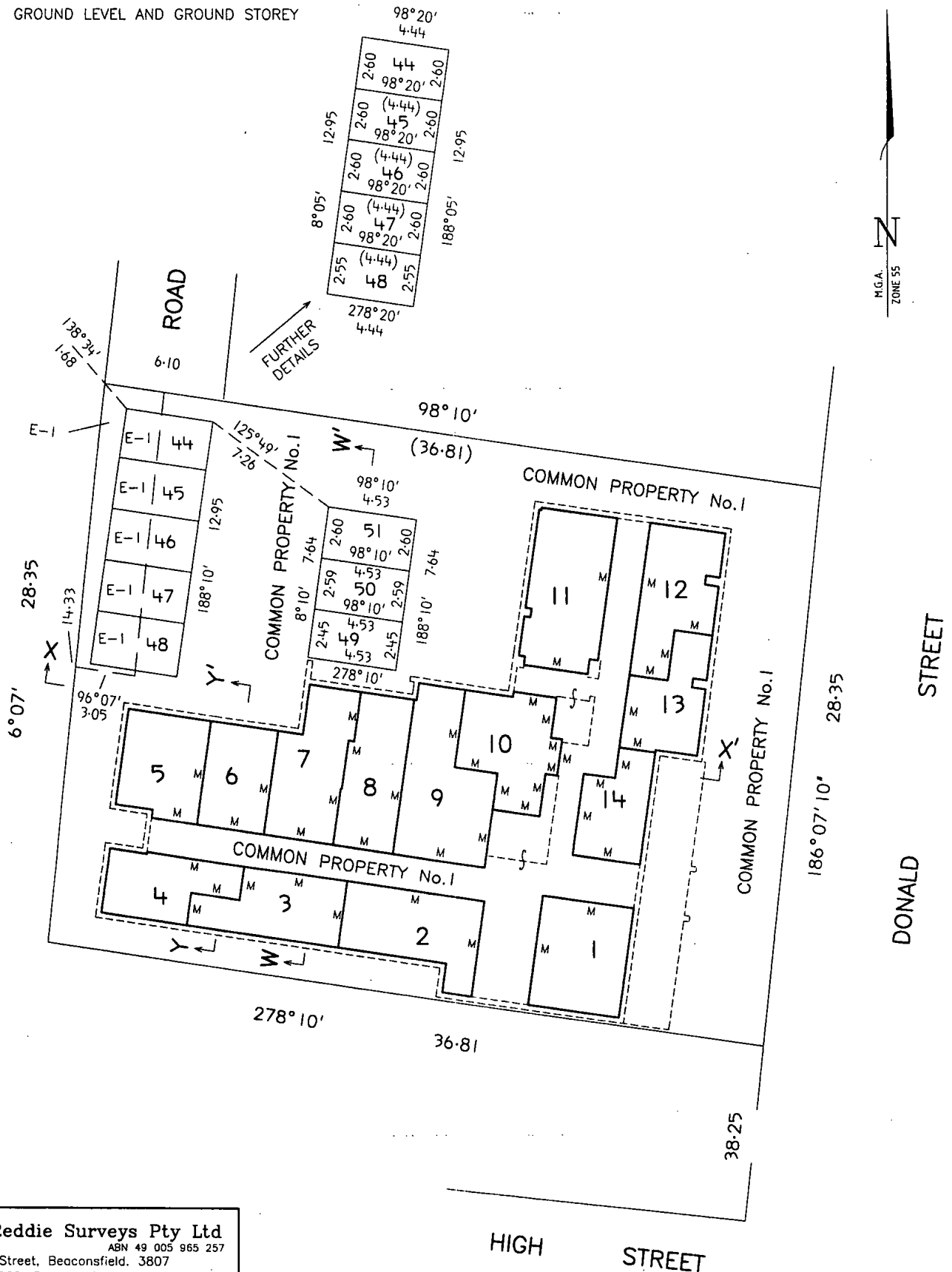
STAGE No.

PLAN NUMBER

PS 603555R

DIAGRAM 1

GROUND LEVEL AND GROUND STOREY



M. J. Reddie Surveys Pty Ltd

ABN 49 005 965 257

1 Horner Street, Beaconsfield. 3807

P.O. Box 268, Berwick. 3806

Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:200

SHEET
SIZE

A3

LICENSED SURVEYOR (PRINT)

MICHAEL J. REDDIE

SIGNATURE

Michael J Reddie

DATE 29-1-2009

REF 04-08-36

FILE 314334

VERSION 3

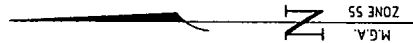
GC 314331

SHEET 2

DATE 06 FEB 2009

COUNCIL DELEGATE SIGNATURE

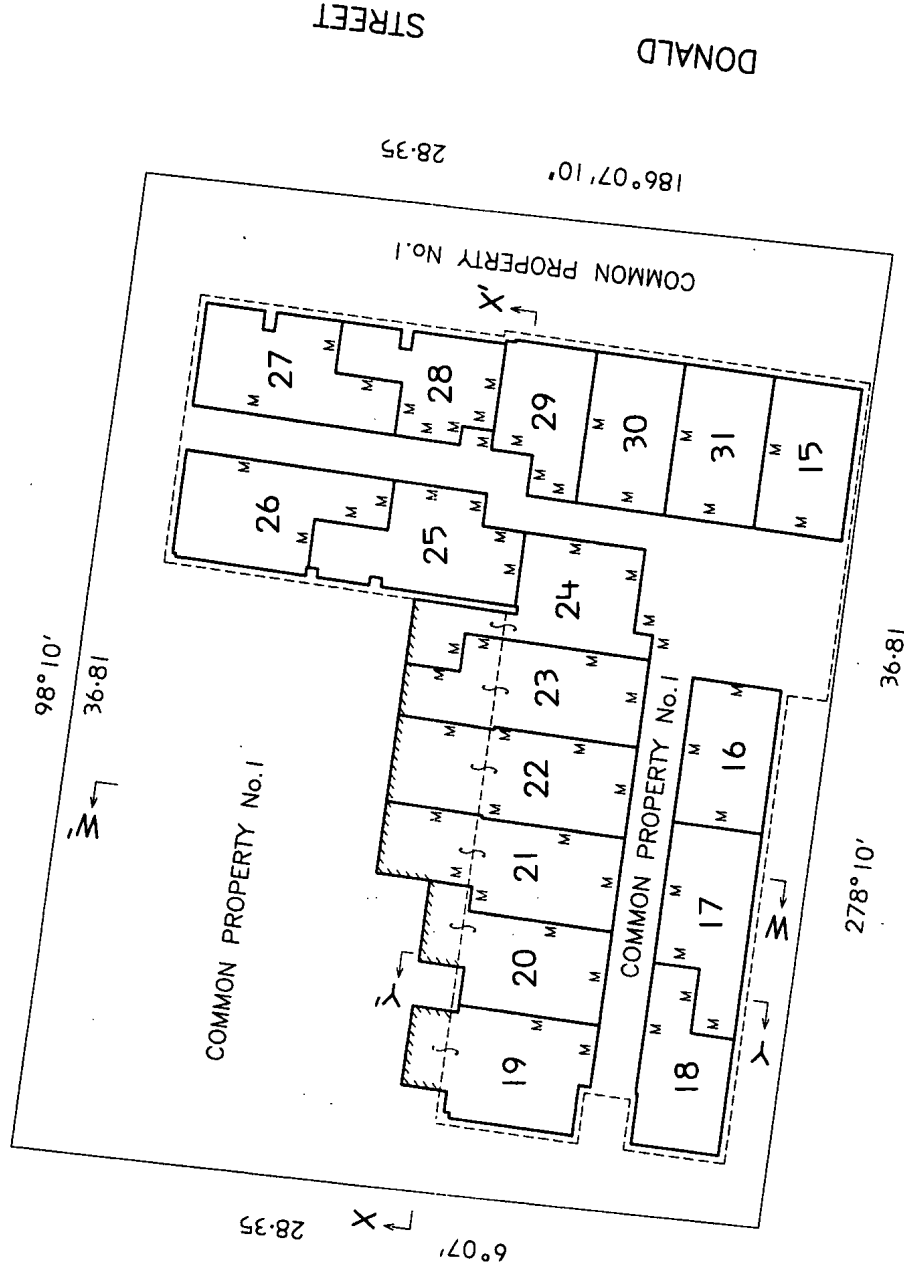
DIAGRAM 2
FIRST STOREY



PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 6035555R



M. J. Reddie Surveys Pty Ltd
ABN 49 005 965 257
1 Horner Street, Beaconsfield. 3807
P.O. Box 288, Berwick. 3806
Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE



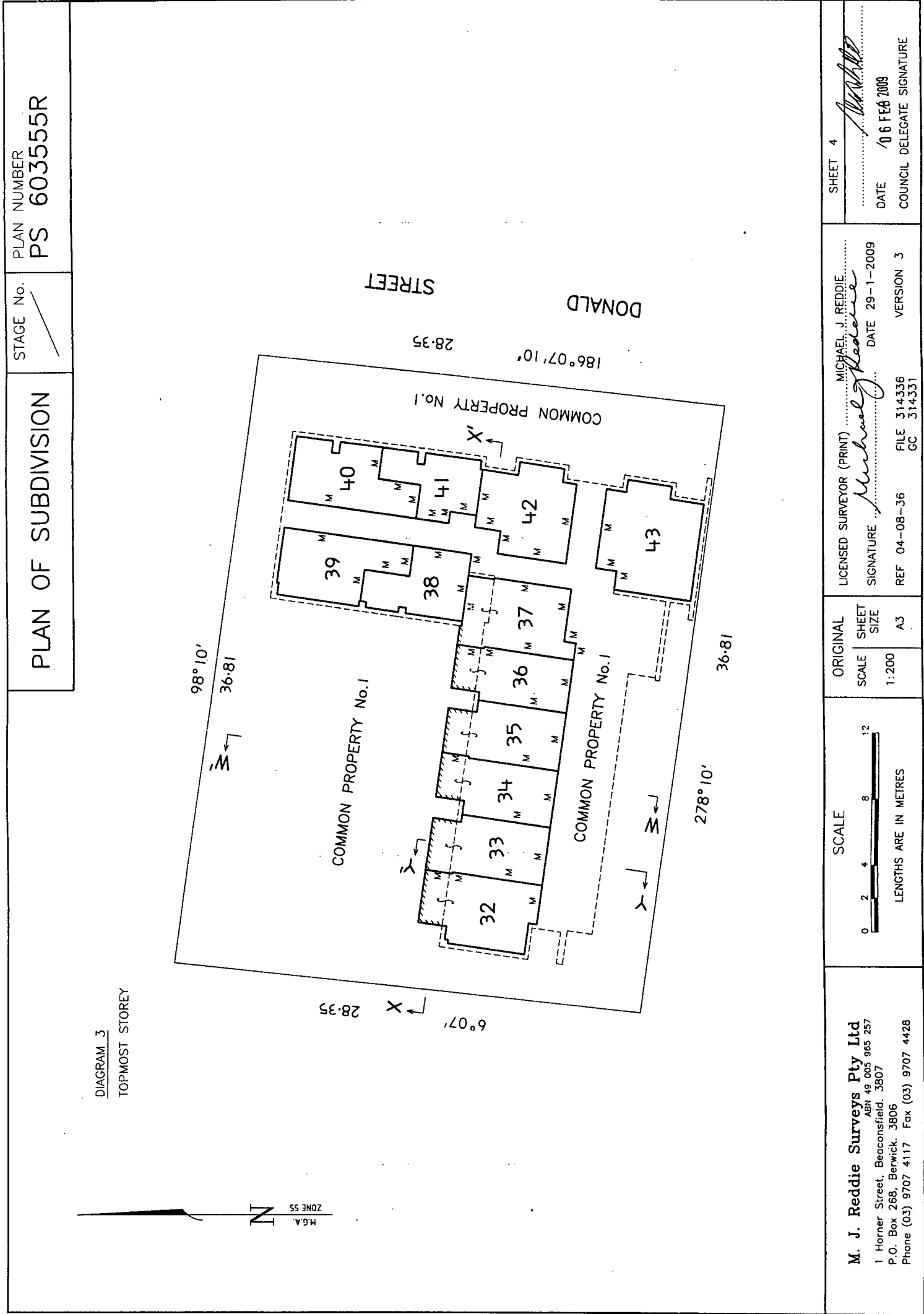
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LICENSED SURVEYOR (PRINT) MICHAEL J. REDDIE
SIGNATURE *Michael J Reddie* DATE 29-1-2009
REF 04-08-36 FILE 314335 GC 314331
VERSION 3

SHEET 3

DATE 08 FEB 2009
COUNCIL DELEGATE SIGNATURE

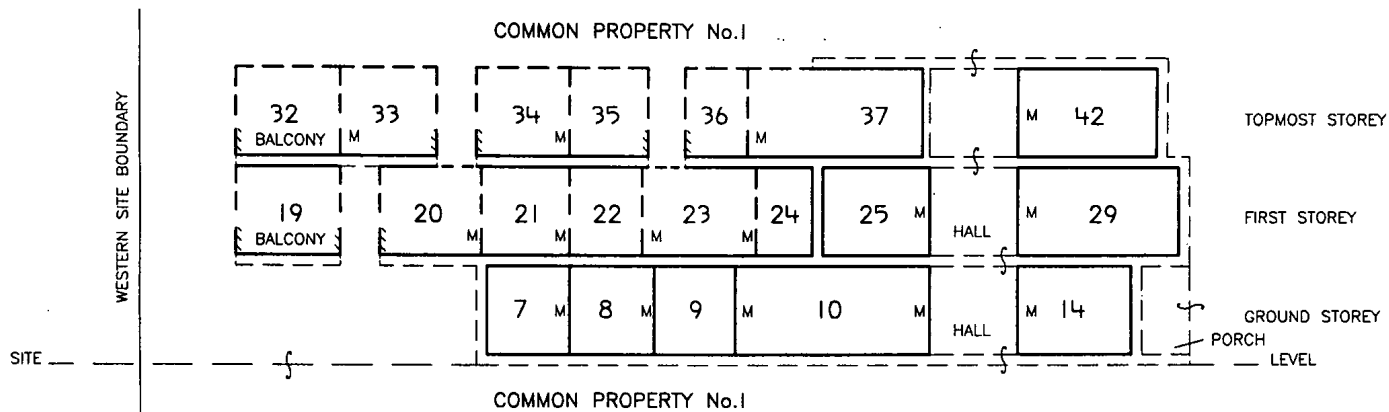


PLAN OF SUBDIVISION

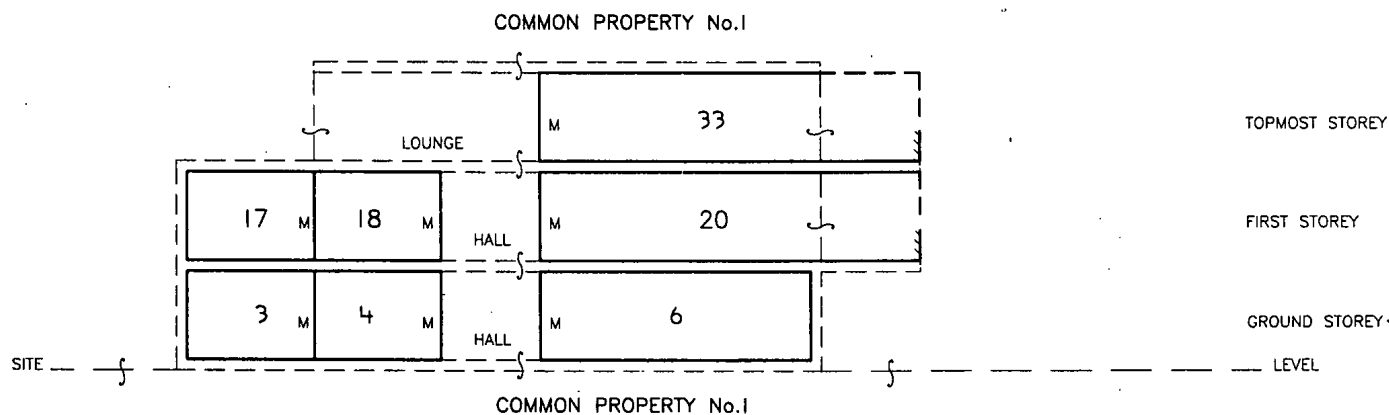
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PLAN NUMBER
PS 603555R

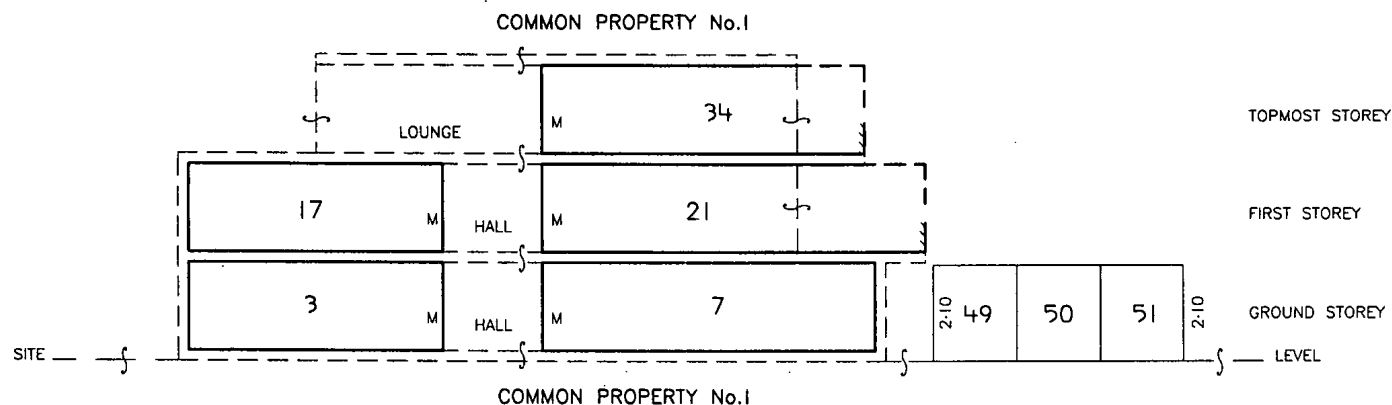
CROSS SECTION X - X'
NOT TO SCALE



CROSS SECTION Y - Y'
NOT TO SCALE



CROSS SECTION W - W'
NOT TO SCALE



M. J. Reddie Surveys Pty Ltd

ABN 49 005 985 257

1 Horner Street, Beaconsfield. 3807

P.O. Box 268, Berwick. 3806

Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
NOT TO SCALE SIZE
A3

LICENSED SURVEYOR (PRINT) MICHAEL J REDDIE

SIGNATURE *Michael J Reddie* DATE 29-1-2009

REF 04-08-36 FILE 314339 VERSION 3

SHEET 5

DATE 06 FEB 2009

COUNCIL DELEGATE SIGNATURE



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 30/04/2021 05:23:05 PM

OWNERS CORPORATION 1
PLAN NO. PS603555R

The land in PS603555R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 51.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SHA OWNERS CORPORATION PTY LTD 575 ELIZABETH STREET MELBOURNE VIC 3000

AK300088C 19/04/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AG826243T 21/10/2009

Additional Owners Corporation Information:

OC003633S 20/02/2009

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS603555R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



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OWNERS CORPORATION 1
PLAN NO. PS603555R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	1	1
Lot 45	1	1
Lot 46	1	1
Lot 47	1	1
Lot 48	1	1
Lot 49	1	1
Lot 50	1	1
Lot 51	1	1
Total	438.00	438.00

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

Statement End.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / PRUDENT LEGAL

Your Reference: 7233
Certificate No: 46901084
Issue Date: 01 MAY 2021
Enquiries: ESYSPROD

Land Address: UNIT 201, 1 DONALD STREET PRAHRAN VIC 3181

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37078921	38	603555	11119	475	\$85.69

Vendor: CHARLES WILLIAM LAND
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CHARLES WILLIAM LAND	2021	\$70,000	\$85.69	\$0.00	\$85.69

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
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$145,000

SITE VALUE: \$70,000

AMOUNT PAYABLE: \$85.69

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

Certificate No: 46901084

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 = \$70,000

Calculated as \$0 plus (\$70,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 46901084

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: 46901084

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Prudent Legal C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 61114

NO PROPOSALS. As at the 30th April 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

UNIT 201, 1 DONALD STREET, PRAHRAN 3181
CITY OF STONNINGTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 30th April 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 48171052 - 48171052172054 '61114'

OWNERS CORPORATION CERTIFICATE

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

Vendor: Mr Land

This certificate is issued for Lot 38 on Plan Number 603555R the postal address of which is:

Prahran Mews Apartments 1-5 Donald Street PRAHRAN 3181 VIC

The current fees for Lot 38 are:

Administration Fund - \$458.34 (inc GST) per quarter
Maintenance Plan - \$64.70 (inc GST) per quarter

The current fees have been levied up until the:

30/06/2021

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

\$0.00

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

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

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

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

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

Penalty interest applies at this property.
Refer to the attached copy of the minutes from the last Annual General Meeting for any such details.

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

The Owners Corporation presently has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Type	Strata
Policy Number	HU0013630
Notes	
Refer to Policy	Refer to attached Policy for details

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

Refer to the attached Financial Statement

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:

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The common seal of Owners Corporation Plan of Subdivision (VIC) 603555R was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



Signature of Registered Manager

Dated: 6th, May 2021

Full name: Nola Jansen **On Behalf of** Owners Corporation Plan of Subdivision (VIC) 603555R

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).

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

Plan Number: 603555R

Lot Number: 38

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

	BPay
<p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au</p> <p>Biller Code: 96503</p> <p>Reference Number: 2804 6422 3102 9801 7</p>	
	Macquarie DEFT
<p>To pay by DEFT go https://www.deft.com.au and use the following reference number</p> <p>Reference Number: 2804 6422 3102 9801 7</p> <p>*Register at deft.com.au or by calling 1800 672 162.</p> <div></div> <p>Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.</p>	
	Aust Post Billpay
<p>Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.</p> <div></div> <p>*442 280464223 10298017</p> <p>Payments made at Australia Post will incur a \$2.75 DEFT processing fee.</p>	

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 603555R
Pahran Mews Apartments 1-5 Donald Street PRAHRAN 3181 VIC
Lot Number: 38

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.

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Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

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

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

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0013630
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	25/08/2020 to 25/08/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 603555
Situation	1-5 DONALD STREET PRAHRAN VIC 3181

Policies Selected

Policy 1 – Insured Property

Building: \$9,002,200
Common Area Contents: \$53,045
Loss of Rent & Temporary Accommodation (total payable): \$1,350,330

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 25/08/2020

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.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN OF SUBDIVISION No. 603555R

1-5 Donald Street PRAHRAN VIC 3181

Minutes of the Annual General Meeting held at
Via phone conference
on Monday, 15 June 2020

1. Commencement of Meeting

The meeting commenced at 6:00 PM. welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
8	Mr Michael Cornforth	17	Mr John Ho
25	Dr Lorraine Valladares	26	Mr Felix & Mrs Christine Meagher
43	Mr Chris Kateifides		

2.2 Proxy Holders Present*

Lot	Name	In Favour of
27	Miss Natarcha Jones	Jennifer Jones

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 36 Mr Raymond Loh

2.5 In Attendance via phone conference

Lot 8 Mr Michael Cornforth

Lot 17 Mr John Ho

Lot 25 Dr Lorraine Valladares

Lot 26 Mr Felix & Mrs Christine Meagher

Lot 43 Mr Chris Kateifides

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 Nola Jansen 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 20/05/2019 be confirmed as a true and accurate record of that meeting.'

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

A Committee of Management report was not presented to the meeting. Committee Members were present at the Meeting

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

Nola Jansen on behalf of StrataCo presented the Owners Corporation Manager's report to the meeting.

- Dr Lorraine Valladares raised concern about the balconies and reported issues with water entering her Lot. Members held a discussion and resolved to engage a Building Inspector to inspect the building and provide a full report to Committee for review.

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 will review in four (4) years for a property valuation'.

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.'

9. Financial Statements for the Period* 01/04/2019 – 31/03/2020 (s34 of the Act)

Resolution: 'It was resolved that the financial statements for the period 01/04/2019 – 31/03/2020 be approved.'

10. Annual Budget and Levies for the Period* 01/04/2020 – 31/03/2021 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/04/2020 – 31/03/2021 as circulated with the meeting documentation, be approved.'

10.1 Annual Administration Levy

For the period 01/04/2020 - 31/03/2021 the approved levy is \$73,000 (ex. GST).

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

10.2 Long Term Maintenance Levy

For the period 01/04/2020 - 31/03/2021 the approved levy is \$12,000 (ex. GST).

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

11. Maintenance Plan* (s36 of the Act)

A copy of the Maintenance Plan can be downloaded from the 'Member's Portal' on the StrataCo website (www.strataco.com.au).

Resolution: 'It was resolved that the Owners Corporation implement the approved Maintenance Plan.

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. Report on Lot Owner in Arrears

A report on Lot owners in arrears with overdue fees and charges was presented at the meeting. OCM advised the arrears are currently \$2,884.41, this is two (2) Lot Owners and debt collection process is being undertaken.

14. Charging of Penalty Interest

NB 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.'

15. 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.'

16. Owners Corporation Management Contract

Resolution: 'It was resolved that StrataCo Pty Ltd be reconfirmed as the Managers of Owners Corporation No. 603555R for three (3) years for a fee of \$11,000.00 (incl. GST) plus disbursements, adjusted annually as detailed in the Contract of Appointment (as attached to the Agenda).

Further that the common seal be affixed to the Contract of Appointment of the Manager and be witnessed by and in the presence of two lot owners in accordance with section 20 and 21 of the Owners Corporations Act 2006.'

- Members discussed the Contract of Appointment and resolved 2.4 Review of Fees instead of a 5% increase it would be CPI only on the Management Fees, disbursements to remain the same.

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

17.1 Election of Committee

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

Lot 25 Dr Lorraine Valladares

Lot 26 Mr Felix Meagher

Lot 43 Mr Chris Kateifides

Lot 27 Ms Jennifer Jones

Lot 36 Mr Raymond Loh

17.2 Committee Delegated Powers

Resolution: It was resolved that:

'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.'

18. Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Mr Chris Kateifides be elected as the Chairperson of the Owners Corporation.'

19. Election of Secretary (s99 of the Act)

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

20. 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.).

20.1 Occupational Health & Safety Audit*

It was noted that the Owners Corporation has not undertaken an Occupational Health & Safety audit.

Resolution: 'It was resolved that the Owners Corporation NOT undertake an Occupational Health & Safety audit.'

21. 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:

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

22. 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.

23. General Business

Matters of General Business raised at the Meeting will be referred to the appropriate Committee for further consideration.

23.1 External Fire Stairs (next to driveway) – Members reported the external stairs seemed to be moving. OCM to arrange a contractor to attend to investigation and rectify.

23.2 Painting of Exterior Building – Members discussed painting the exteriors of the building including windows. OCM to obtain a quotation from same contractor who painted the common areas (Paint n Pot). Once received to present to Committee for consideration and decision.

23.3 – BBQ in common area – Members discussed the use of the BBQ and the rules for this area. Committee to have further conversation and advise OCM how they want to proceed.

24. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held on 17th May 2021'

25. Close of Meeting

The meeting was declared closed at 7:45pm.

Nola Jansen
Owners Corporation Manager
StrataCo
For and on behalf of Plan 603555R
T: 03 9373 6888
E: ocm3@strataco.com.au

**Owners Corporation No. 1 Plan No. PS 60355R
Pahran Mews Apartments - 1 Donald Street Pahran**

Additional Rules

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

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

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

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

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

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

NON COMPLIANCE

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

Paul Blackie

12 May 2010

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*.

AG826243T
Owners Corporation

**Notification of making, amendment or
revocation of rules**

**Section 142 Owners Corporation
Act 2006**



P.	AG826243T
T.	21/10/2009 \$56.40 OCAR
cr	
a	
pr	
v	

Lodged by:

Name:

Phone:

Address:

Reference:

Customer Code:

Owners Corporation Number:

Plan number:

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 26/2/2009 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 16/10/09

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

The common seal of Owners Corporation Number 1

Plan number PS 603555R

was affixed in accordance with

Section 21 of the Owners Corporation Act 2006

in the presence of:

Lot Owner

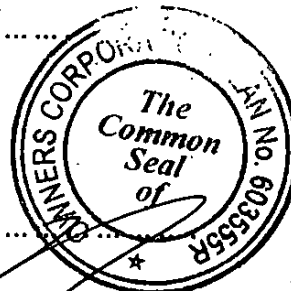
Full name

Address

Lot Owner

Full name

Address



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

THE BACK OF THIS FORM MUST NOT BE USED

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

AG826243T

21/10/2009 \$56.40 OCAR



**Owners Corporation No. 1 Plan No. PS 60355R
Pahran Mews Apartments - 1 Donald Street Pahran**

Additional Rules

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

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

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

b) Signage for the purpose of the proper operation of the development and identifying the development as purpose built student accommodation may be erected on common property by Student Housing Australia Pty Ltd during major lease up periods subject to the approval of the owners corporation or its authorized delegate.
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16. Must not smoke on any part of the common property, or in an area that affects the common property.

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19. Ensure that all garbage and refuse is only placed in the bins in the designated area provided by the owners corporation or the local council and ensure that after placing the garbage and refuse in the bins that the lids of the bins are securely closed.
20. Clear on each and every day the contents of the lot mail box.

NON COMPLIANCE

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

AG826243T

21/10/2009 \$56.40 OCAR



Paul Blackie

27 August 2009

*Certified in accordance
with Section 142.
Green A*

Contract Schedule

Owners Corporation Plan No PS: 603555R

Address: 1-5 Donald Street, Prahran Vic 3181

Contractor	Service
Alexon	Testing & Maintenance Fire alarm
	Testing level 1&2 fire ext/Hose reel/Hydrants
	Testing E & E lighting
Origin	Gas supply (common)
Momentum Energy	Electricity supply (common)
H-Z Caretaking	Caretaking/Cleaning common areas
South East Water Ltd	Water Supply Common
AESG	Essential serv Qtrly Inspect & Annual Certification
Launder Lease Coin-op	Maintain laundry equipment
	Student Only Accommodation
StrataCo Pty Ltd	Owners Corporation Management

Service centres

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

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

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

STONNINGTON.VIC.GOV.AU

Please Quote Property No. 6 6 2 9 4

LAND INFORMATION CERTIFICATE *(Section 229 Local Government Act, 1989)* and

VALUATION CERTIFICATE *(Section 13DJ Valuation of Land Act 1960)*

Property No: 66294
Reference: 61114
Agent Reference: 48171052-017-8
Issue Date: 30/04/2021

Cert No: wLIS04747/21
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: 201/1 Donald Street PRAHRAN VIC 3181

Title Particulars: Lot 38 PS 603555 Vol 11119 Fol 475

Capital Improved Value: \$145000
Site Value: \$70000
Net Annual Value: \$7250

Level Value Date: 1/07/2020
Valuation Date: 1/01/2020

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	144.59
Fire Service Levy	120.83
Garbage Charges	262.00
Other Adjustments	0.00
Payment	-527.42
Rates Subtotal	0.00
BALANCE OUTSTANDING	0.00

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

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

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

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



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

Notations regarding subject property:

25/5/2007 -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

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Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

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T 8290 1333 F 9521 2255

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

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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: 6629 497



Biller Code: 20198
Ref: 6629 497

INTERNET

Go to www.stonnington.vic.gov.au

PHONE

Call 1300 BPOINT

Prudent Legal C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 201 LOT 38 1 DONALD STREET
PRAHRAN 3181
38 PS 603555

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
11H//04380/00143	LANDATA CER 48171052-029-1	30 APRIL 2021	38765243

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		\$223.65
Payments		\$79.05
TOTAL UNPAID BALANCE		\$144.60

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

- 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.

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

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

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

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

3. Disclaimer

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

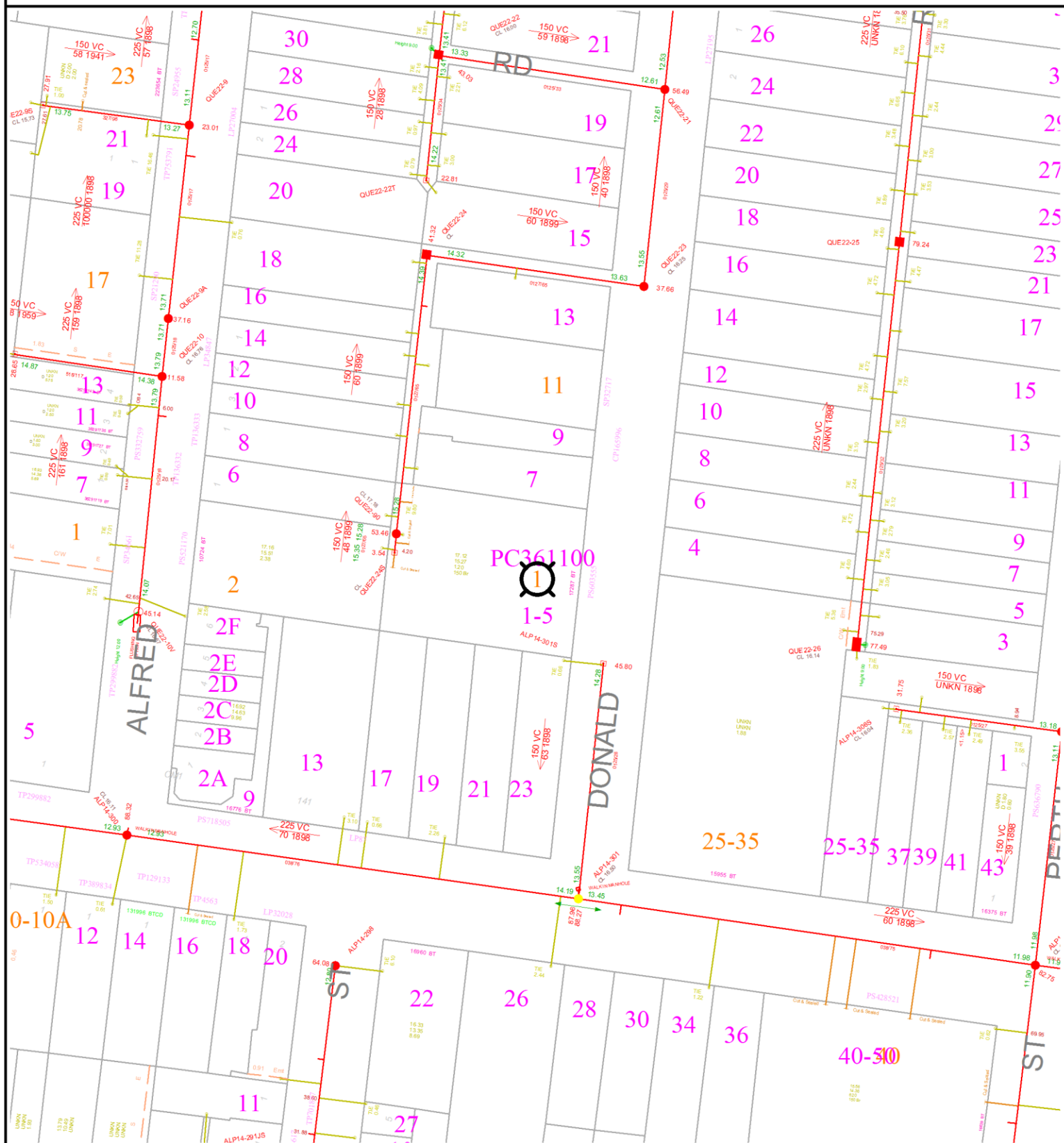
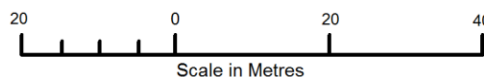
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:










A handwritten signature in black ink, appearing to read "Mikala Hehir".







MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

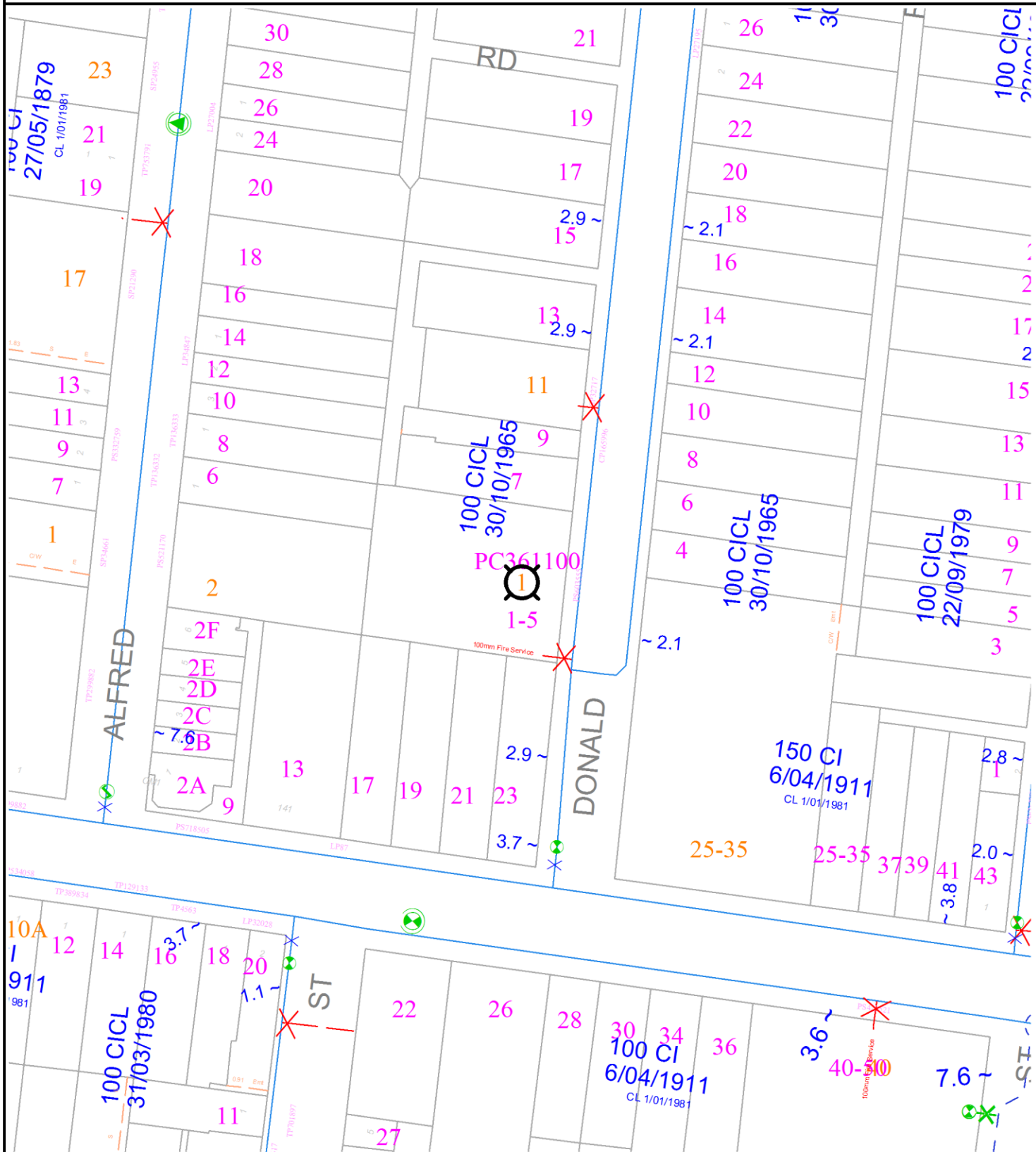
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

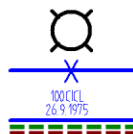
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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.

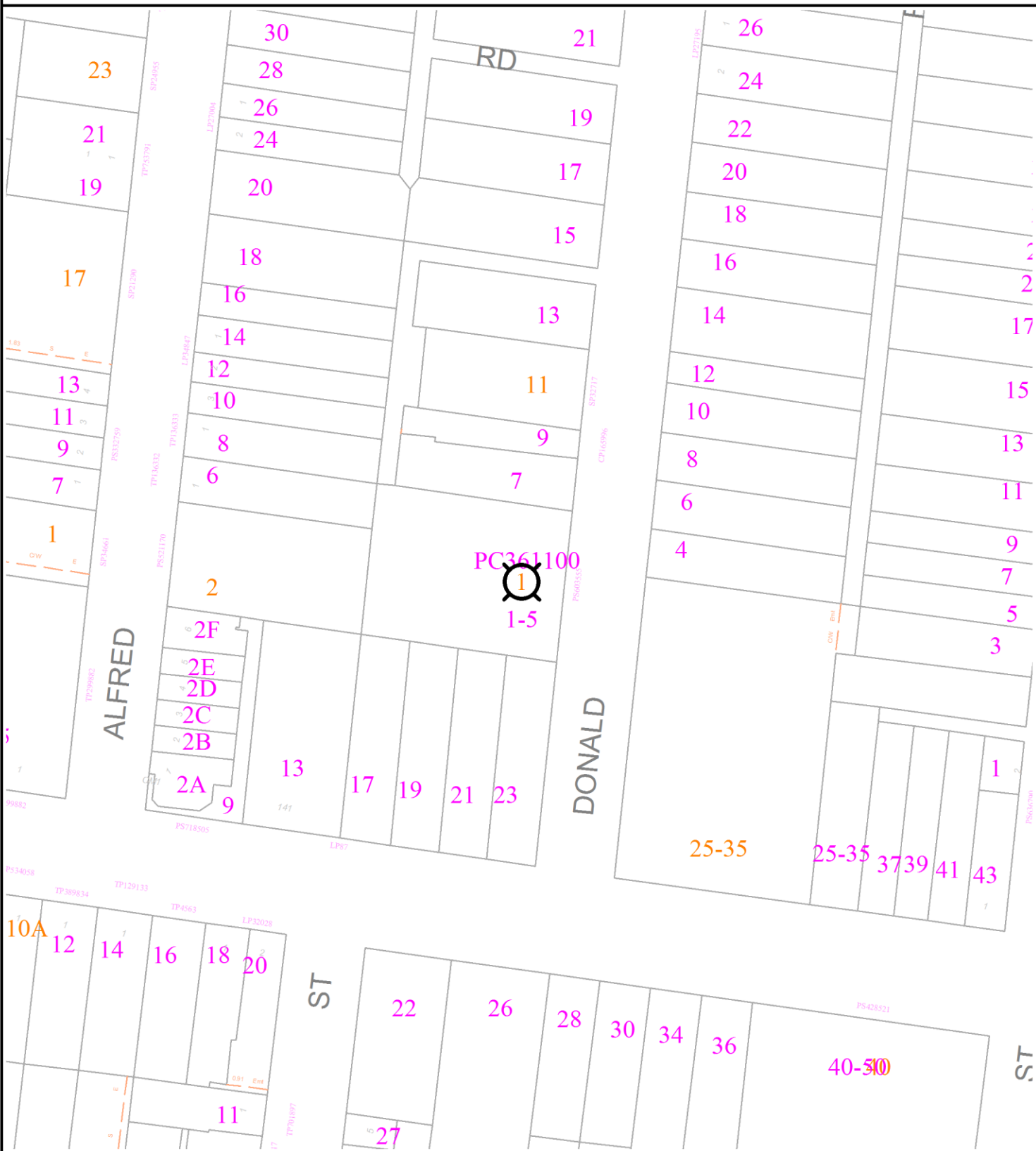
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / PRUDENT LEGAL

Your Reference: 7233
Certificate No: 46901084
Issue Date: 01 MAY 2021
Enquiries: ESYSPROD

Land Address: UNIT 201, 1 DONALD STREET PRAHRAN VIC 3181

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37078921	38	603555	11119	475	\$85.69

Vendor: CHARLES WILLIAM LAND
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CHARLES WILLIAM LAND	2021	\$70,000	\$85.69	\$0.00	\$85.69

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: \$145,000

SITE VALUE: \$70,000

AMOUNT PAYABLE: \$85.69

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

Certificate No: 46901084

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 = \$70,000

Calculated as \$0 plus (\$70,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 46901084

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: 46901084

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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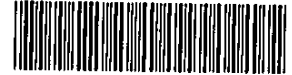
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Form 18

AG336982J

09/02/2009 \$99.90 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:JCS:LGC:5522213

Customer Code: 1167E

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

Land: Volume 5357 Folio 325, Volume 10424 Folio 250 and Volume 1896 Folio 062

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

ERIC BRASLIS

Office held:

GENERAL MANAGER PLANNING & DEVELOPMENT

Date:

9/2/09

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Date 9/2/09

140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 1-5 Donald Street, Prahran

Stonnington City Council
and

Donald Street Pty Ltd
ACN 110 520 093

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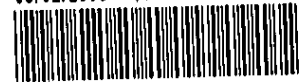
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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 9/2/09

Parties

Name	Stonnington City Council
Address	cnr. Greville & Chapel Streets, Prahran, Victoria
Short name	Council

Name	Donald Street Pty Ltd ACN 110 520 093
Address	Unit 305, 9-11 Claremont Street, South Yarra, Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 17 July 2008 Council issued Planning Permit No. 862/06 (**Planning Permit**) allowing the subdivision of an existing building on the Subject Land into 51 lots and common property in accordance with the Endorsed Plan. Condition 1 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 1 of the Planning Permit provides that:
- Prior to the issue of a statement of compliance, the owner is required to enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. The agreement shall restrict ownership of the car parking spaces (lots 44-51 inclusive) to the owner/s of a residential lot on the plan and restrict the use of the car spaces to the occupier/s of a residential lot on the plan. The agreement is to be prepared, executed and lodged with the Registrar of Titles at the owner's expense.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE153683F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:
- F.1 to give effect to the requirements of the Planning Permit; and

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

The Parties Agree

1. Definitions

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

Act means the Planning and Environment Act 1987.

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

Car Parking lot means any of lots 44 to 51 (inclusive) on the Plan of Subdivision.

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

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

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

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

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

Plan of Subdivision means Plan of Subdivision PS603555R approved by Council. A copy of the Plan of Subdivision is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Residential lot means any of lots 1 to 43 (inclusive) on the Plan of Subdivision.

Subject Land means the land situated at 1-5 Donald Street, Prahran being the land referred to in Certificates of Title Volume 5357 Folio 325, Volume 10424 Folio 250 and Volume 1896 Folio 062 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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III
M



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

3. Specific obligations of the Owner

The Owner covenants and agrees that:

- 3.1 no Car Parking lot may be transferred to or owned or leased by any person other than a person who is the Owner of a Residential lot; and
- 3.2 a Car Parking lot must only be used by a person who is the occupier of a Residential lot.

4. Further obligations of the Owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

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

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the

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preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

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

6. Owner's Warranties

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

7. Successors in Title

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

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

8. General matters

8.1 Notices

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

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

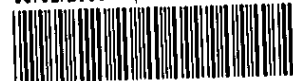
8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

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8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. Commencement of Agreement

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

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Form 18

AF090394C

25/05/2007 \$94.60 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:KJM:LGC:5286978 **Customer Code:** 1167E

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

Land: Volume 5357 Folio 325, Volume 10424 Folio 250 and Volume 1896 Folio 062

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

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

A copy of the agreement is attached to this application

Signature for the Authority: 

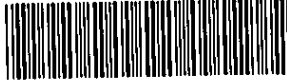
Name of officer: Jon Brock

Office held: General Manager Planning & Environment

Date: 21 May 2007

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Date 21 / 05 / 2007

Maddocks.

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 1-5 Donald Street, Prahran

Stonnington City Council
and

Donald Street Pty Ltd
ACN 110 520 093

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

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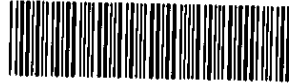
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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 21 / 05 / 2007

AF090394C

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BETWEEN

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

(Council)

AND

DONALD STREET PTY LTD ACN 110 520 093
c/- Financial Alliance (Vic) Pty Ltd, Level 1, 838 Glenferrie Road, Hawthorn

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 23 May 2006 Council issued Planning Permit No. 0878/05 (**Planning Permit**) allowing the use and development of the Subject Land for a residential building (student accommodation comprising no more than 43 student accommodation units and a maximum of 43 students) in accordance with the Endorsed Plan. Condition 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 6 of the Planning Permit provides that:
 - "Prior to the commencement of the use and/or development, the permit holder must enter into and execute an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to the satisfaction of the Responsible Authority and such agreement shall require that, without the prior written consent of the Responsible Authority:
 - (a) The development shall be for the exclusive use of students enrolled full time at a tertiary institution and is to be vacated by any relevant student within three months of that student's completion of full time studies.
 - (b) All rooms shall be managed by a single management entity and shall not be leased or otherwise managed other than under the control of that management entity."
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE153683F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:

- F.1 to give effect to the requirements of the Planning Permit; and
- F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

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

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

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

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

Student Accommodation means the provision of accommodation for persons undertaking a full-time course of education at a tertiary level educational institution.

Subject Land means the land situated at 1-5 Donald Street, Prahran being the land referred to in Certificates of Title Volume 5357 Folio 325, Volume 10424 Folio 250 and Volume 1896 Folio 062 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Student Accommodation

The Owner covenants and agrees that except with the prior written consent of Council:

- 3.1.1 the Owner will not permit or allow the Subject Land or any part thereof to be used for any purpose other than for the provision of Student Accommodation;
- 3.1.2 the Owner will not allow any room or other part of the Subject Land to be leased or occupied unless the Owner is satisfied that any person who will occupy such room or other part of the Subject Land will be enrolled at a recognised tertiary educational institution as a full-time student for the duration of the lease or occupation;
- 3.1.3 the Owner will ensure that any person occupying a room or part of the Subject Land vacates the Subject Land within three months of that person's completion of full-time studies at a tertiary level educational institution; and
- 3.1.4 the Owner will ensure that the provision of Student Accommodation on the Subject Land is managed by a single management entity and the Subject Land or any part of it is not leased or otherwise managed other than under the control of that management entity.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;

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

4.3 Council's Costs to be Paid

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

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

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

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or



8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

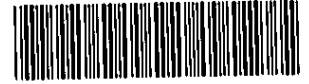
8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

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

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

S. Jurski
witness

)
)
)
)
)
)

EXECUTED by DONALD STREET PTY LTD ACN 110 520 093 by being signed by the person who is authorised to sign for the company:

GPB
[Signature]
GRAEME PAUL BLACKIE
2 (B) NORTHBROOK AVE
MALVERN 3144

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)
)
)
)
)
)
Sole Director and Sole Company Secretary

Full name

Usual address

Mortgagee's Consent

National Australia Bank Limited as Mortgagee of registered mortgage No. AE153683F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

BANK
MANAGED TO
SIGN

[Signature]
X



**Student
Housing**
AUSTRALIA



RESIDENTIAL TENANCY AGREEMENT

BETWEEN

CW Land Investments for the Land Family Superannuation
AS LANDLORD/S

And

Natasha Armstrong
AS TENANT/S

FOR

Unit 201 / 1-5 Donald St, Prahran VIC 3181

RENTED PREMISES

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

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the **14 January 2021** at Melbourne

BETWEEN (LANDLORD)
58158657598

CW Land Investments for the Land Family Superannuation ABN (if any)

**C/- Student Housing Australia
575 Elizabeth Street, Melbourne VIC 3000**

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

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

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

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

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

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

AND (TENANT)

Natasha Armstrong ABN (if any)
Unit 201 / 1-5 Donald St, Prahran VIC 3181

1. Premises

The landlord lets the premises known as **Unit 201 / 1-5 Donald St, Prahran VIC 3181**

2. Rent

The rent amount is **\$956.00 PER CALENDAR MONTH.**
The first rent payment was paid **17/02/2020**

Pay Period: **Calendar Monthly** from **17/02/2020**
(the date of each month when rent is due is always one full month in advance)
Place of payment: **Student Housing Australia.**

3. Bond

The tenant has paid a bond of **\$1173.00** is currently being held by the Residential Tenancies Bond Authority.

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

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

NAME: **Natasha Armstrong**
BOND AMOUNT: **\$1173.00**

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

4. Period

(a) The period of the agreement is: **4.5 Months** approximately
Commencing on the **10/02/2021**
And ending on the **30/06/2021**

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

OR

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

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

1. Condition of the premises

The LANDLORD must-

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

2. Damage to the premises

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

3. Cleanliness of the premises

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

4. Use of premises

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

5. Quiet enjoyment

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

6. Assignment or sub-letting

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

7. Consent to Electronic Service of notices and other documents

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

TENANT'S email address for service: **natashaarmstrong3@gmail.com**

OR

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

- (b) The LANDLORD, **CW Land Investments for the Land Family Superannuation**
☒ **Consents** to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

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

OR

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

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

8. Withdrawing Consent to Electronic Service

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

9. Residential Tenancies Act 1997

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

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

Additional Terms

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

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

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

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

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

11. Other use of my premises

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

12. Utility charges at my premises

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

13. My insurances for my premises

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

14. Light globes and fluorescent tubes at my premises

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

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

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

16. Damage to my premises

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

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

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

18. Smoke Detectors and Heaters at my premises

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

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

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

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

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

21. Hanging washing at my premises

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

22. Looking after the garden at my premises

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

23. Pets at my premises

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

24. Assignments, subletting or abandoning my premises

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

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

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

26. Remaining at my premises after your tenancy ends

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

27. If I require my premises when your tenancy ends

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

28. Changing the locks and alarm code at my premises

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

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

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

30. Owners Corporation rules and my premises

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

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

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

32. Increasing the rent on my premises

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

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

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

34. Cleaning carpets when vacating my premises

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

35. Tenant Reimbursement: late or non payment

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

36. Ironing

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

37. Candles

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

38. Apartment Fridge

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

39. Condition of property

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

40. Lease break

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

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

41. Smoke free zone

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

42. Parking

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

43. Fire Alarm activation costs and charges

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

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

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

45. Privacy act 1988 collection notice

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

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

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

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

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

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

Signature of landlord(s) _____

Mark McDonald on behalf of CW Land Investments for the Land Family Superannuation

Signed by the tenant : _____


Natasha Armstrong (Jan 28, 2021 00:55 GMT+11)

COMBINED RULES FOR AN OWNERS CORPORATION

(incorporating the Model Rules and Additional Rules)

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 prior 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

- (1) An owner or occupier must ensure that the disposal of garbage, waste, or other material does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots; and
- (2) An owner or occupier must ensure that all garbage and waste is only placed in the bins in the area provided and that the lids of the bins are securely closed.
- (3) Retail Lots will be responsible for the management and removal of their waste from the property at their own cost and will comply with 1.3 (1) & (2).

1.4. Grease Traps

Any Grease Trap which collects waste from a Retail Lot will be cleaned at regular intervals by the Owners Corporation and the cost recovered from the Lots using the Grease Trap.

2. COMMITTEES AND SUB-COMMITTEES

2.1 Functions, powers and reporting of committees and subcommittees

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 prior 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 prior 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 his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**. This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Property Report from www.land.vic.gov.au on 05 May 2021 10:06 AM

Address: UNIT 201/1 DONALD STREET PRAHRAN 3181

Lot and Plan Number: Lot 38 PS603555

Standard Parcel Identifier (SPI): 38\PS603555

Local Government (Council): STONNINGTON **Council Property Number:** 66294

Directory Reference: Melway 2L E11

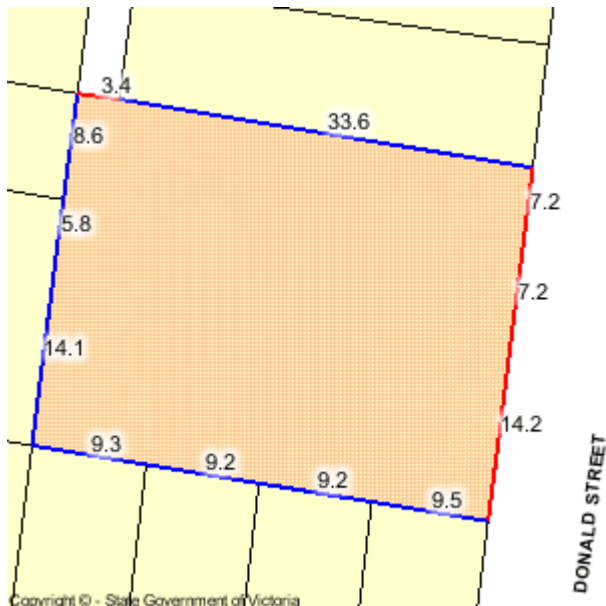
Note: There are 44 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

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

Site Dimensions

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



Area: 1055 sq. m

Perimeter: 131 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: SOUTHERN METROPOLITAN

Legislative Assembly: PRAHRAN

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 12 (GRZ12)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)
HERITAGE OVERLAY (HO)
HERITAGE OVERLAY SCHEDULE (HO456)

Planning scheme data last updated on 29 April 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#). This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#).

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 05 May 2021 10:06 AM

PROPERTY DETAILS

Address: **UNIT 201/1 DONALD STREET PRAHRAN 3181**
Lot and Plan Number: **Lot 38 PS603555**
Standard Parcel Identifier (SPI): **38\PS603555**
Local Government Area (Council): **STONNINGTON**
Council Property Number: **66294**
Planning Scheme: **Stonnington**
Directory Reference: **Melway 2L E11**

www.stonnington.vic.gov.au

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

UTILITIES

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

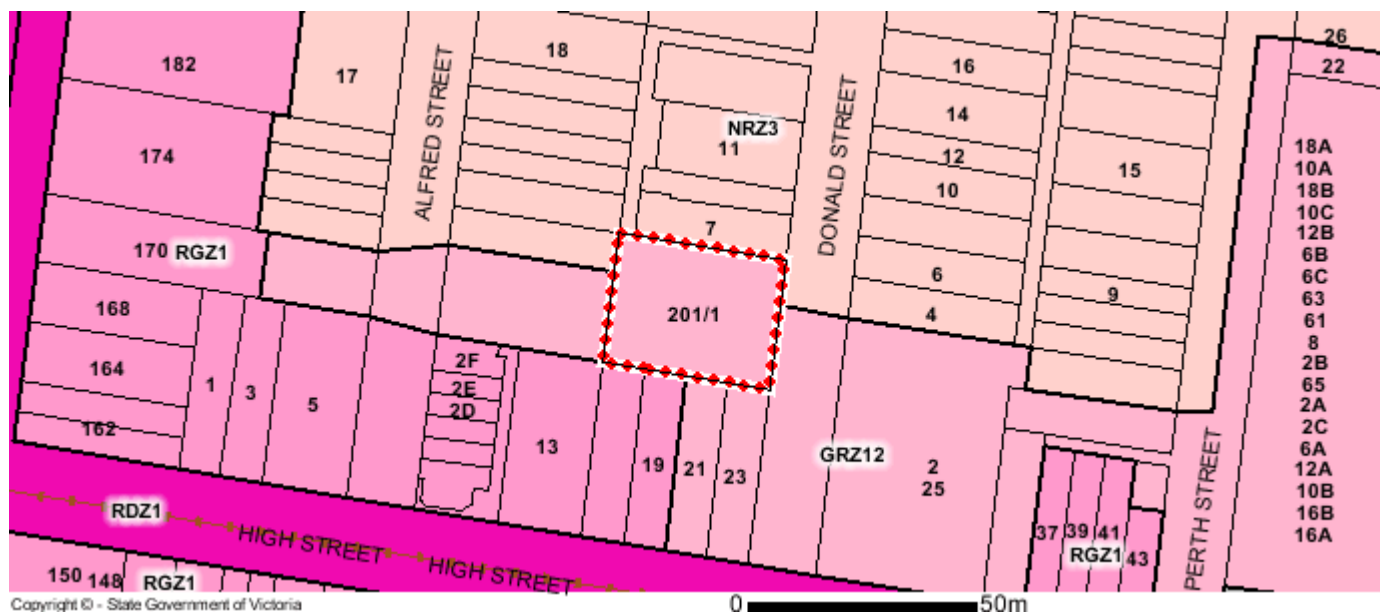
STATE ELECTORATES

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

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 12 \(GRZ12\)](#)



GRZ - General Residential	NRZ - Neighbourhood Residential	PPRZ - Public Park & Recreation
RDZ1 - Road - Category 1	RGZ - Residential Growth	

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

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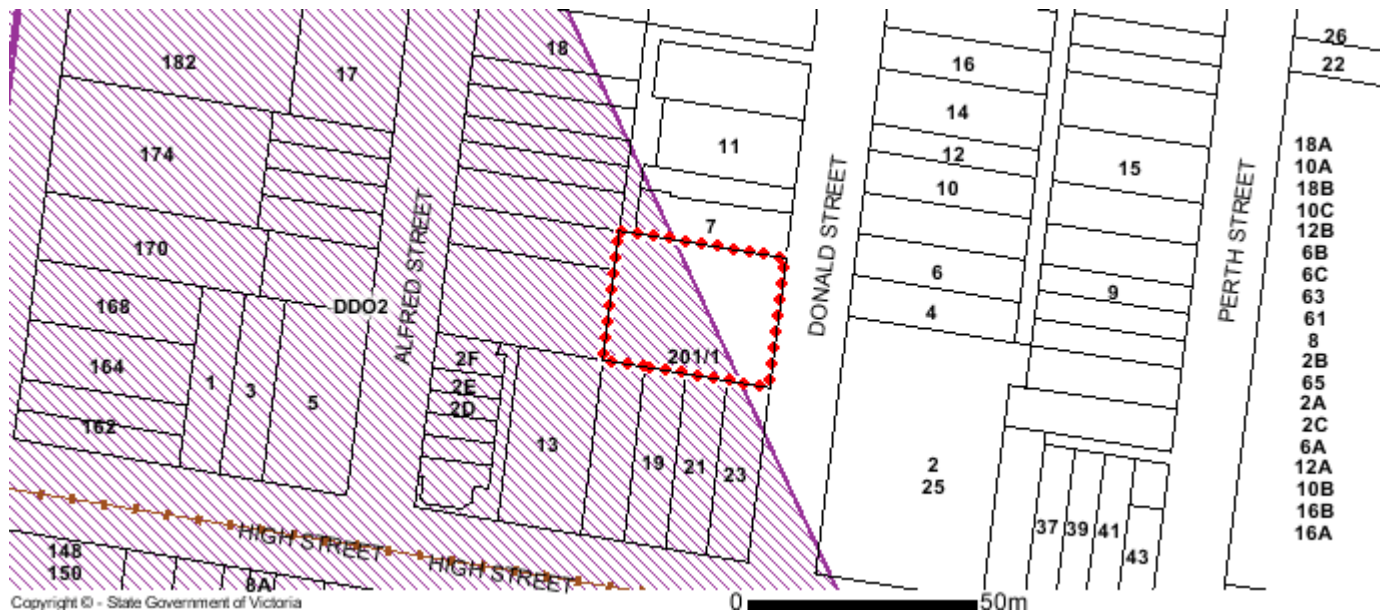
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)

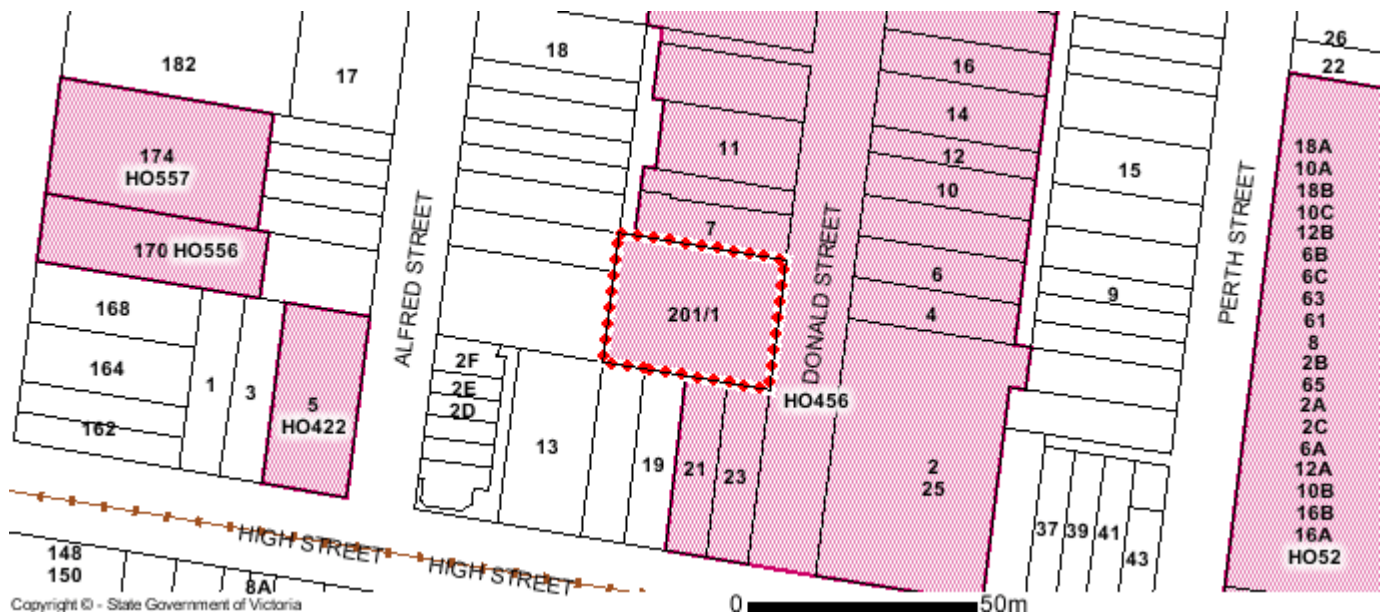


DDO - Design and Development

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

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

[HERITAGE OVERLAY SCHEDULE \(HO456\)](#)



HO - Heritage

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

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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

Further Planning Information

Planning scheme data last updated on 29 April 2021.

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

DATED

2021

CHARLES WILLIAM LAND

VENDORS STATEMENT

Property: 201/1-5 Donald Street, Prahran 3181

Lardners Solicitors incorporating Prudent Legal

1, 65 Mount Eliza Way
MOUNT ELIZA VIC 3930
Tel: (03) 9787 0211

Ref: CC:7233

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: **CHARLES WILLIAM LAND**

PROPERTY: **201/1-5 Donald Street, Prahran**

1. The property is not subject to a mortgage (as defined in the Act).
2. There is no Caveat lodged against the title to the property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT: / / 2021

Signature of the Vendor



ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 2021

Signature of the Purchaser

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –
 - (a) the above particulars provided by the Vendor is accurate.
 - (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / / 2021

Signature of the Purchaser
