

DATED

2024

LINDA LOUISE BAILEY AND DILLON JEFFERY BAILEY

to

CONTRACT OF SALE OF REAL ESTATE

Property: G01/114 Helen Street, Northcote, Victoria 3070

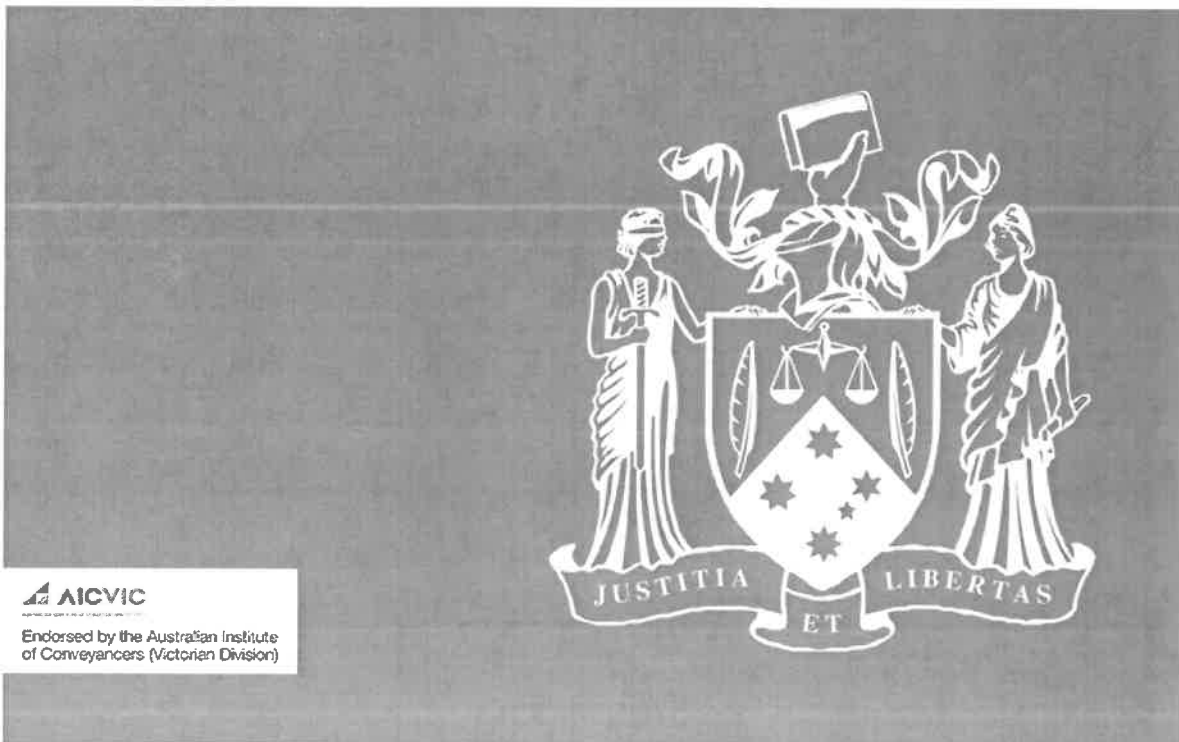
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Contract of sale of land

Property: 1/114 HELEN STREET, NORTHCOTE VIC 3070

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

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

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Disclaimer

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

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

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WARNING TO ESTATE AGENTS

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

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WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

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

SIGNED BY THE VENDOR:

on

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

Linda Louise Bailey and Dillon Jeffery Bailey

State nature of authority, if applicable:

Not Applicable

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

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Particulars of sale**Vendor's estate agent**

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: 11849	Folio: 544	G01	PS722836S
Volume: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>

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

Property address

The address of the land is:

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

Price:
Deposit by (of which \$ has been paid)
Balance payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general condition 17 & 26.2)

is due on

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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

- ☐ box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

GC 23 – special condition

- ☒ For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

- ☒ General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5, "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
27.3 A document is sufficiently served:
(a) personally, or
(b) by pre-paid post, or
(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
(d) by email.
27.4 Any document properly sent by:
(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

DATED

2024

LINDA LOUISE BAILEY AND DILLON JEFFERY BAILEY

VENDORS STATEMENT

Property: G01/114 Helen Street, Northcote 3070

Anchorage Legal Pty Ltd
Lawyers
2, 328 Main Street
Mornington VIC 3931
Tel: 9070 1199
Fax:

Ref: LG:242135

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

G01/114 Helen Street, Northcote 3070

Vendor's name

Linda Louise Bailey

Date
/ /

**Vendor's
signature**

Vendor's name

Dillon Jeffery Bailey

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

Are contained in the attached certificates and searches.

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

None that the Vendor is aware.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Any mortgage encumbering the land will be discharged at or prior to settlement.

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Other than those contained in the certificates and searches the Vendor has no knowledge of all decisions unless communicated to the Vendor by the relevant public authority or government department.

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:

Other than those contained in the certificates and searches the Vendor has no knowledge of all decisions unless communicated to the Vendor by the relevant public authority or government department.

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:

Other than those contained in the certificates and searches the Vendor has no knowledge of all decisions unless communicated to the Vendor by the relevant public authority or government department.

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):

As contained in the attached certificates and searches.

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*.

The land is affected by an Owners Corporation with the meaning of the Owners Corporation 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:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

- 9.1 Certificate of Title Volume 11849 Folio 544
- 9.2 Plan of Subdivision No. PS722836S

10 SUBDIVISION

10.1. Unregistered Subdivision

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

The property sold is not subject to an unregistered subdivision.

10.2. Staged Subdivision

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

The property sold is not subject to a staged subdivision.

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.

The property sold is not subject to a further subdivision.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(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.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

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)

Various title documents, statutory certificates and other documents referred to in the Vendor Statement are attached.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 2

VOLUME 11849 FOLIO 544

Security no : 124118194061X
Produced 12/09/2024 11:36 AM

LAND DESCRIPTION

Lot G01 on Plan of Subdivision 722836S.
PARENT TITLES :
Volume 04459 Folio 775
Volume 08501 Folio 520 to Volume 08501 Folio 521
Created by instrument PS722836S 24/01/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LINDA LOUISE BAILEY
DILLON JEFFERY BAILEY both of G01/9-13 ARTHURTON ROAD NORTHCOTE VIC 3070
AN584587S 22/02/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV516309N 08/04/2022
MACQUARIE BANK LTD

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

DIAGRAM LOCATION

SEE PS722836S 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 1 114 HELEN STREET NORTHCOTE VIC 3070

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 08/04/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS722836S

Title 11849/544

Page 1 of 2



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

Page 2 of 2

OWNERS CORPORATION 2 PLAN NO. PS722836S

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS722836S
Number of Pages (excluding this cover sheet)	10
Document Assembled	12/09/2024 11:36

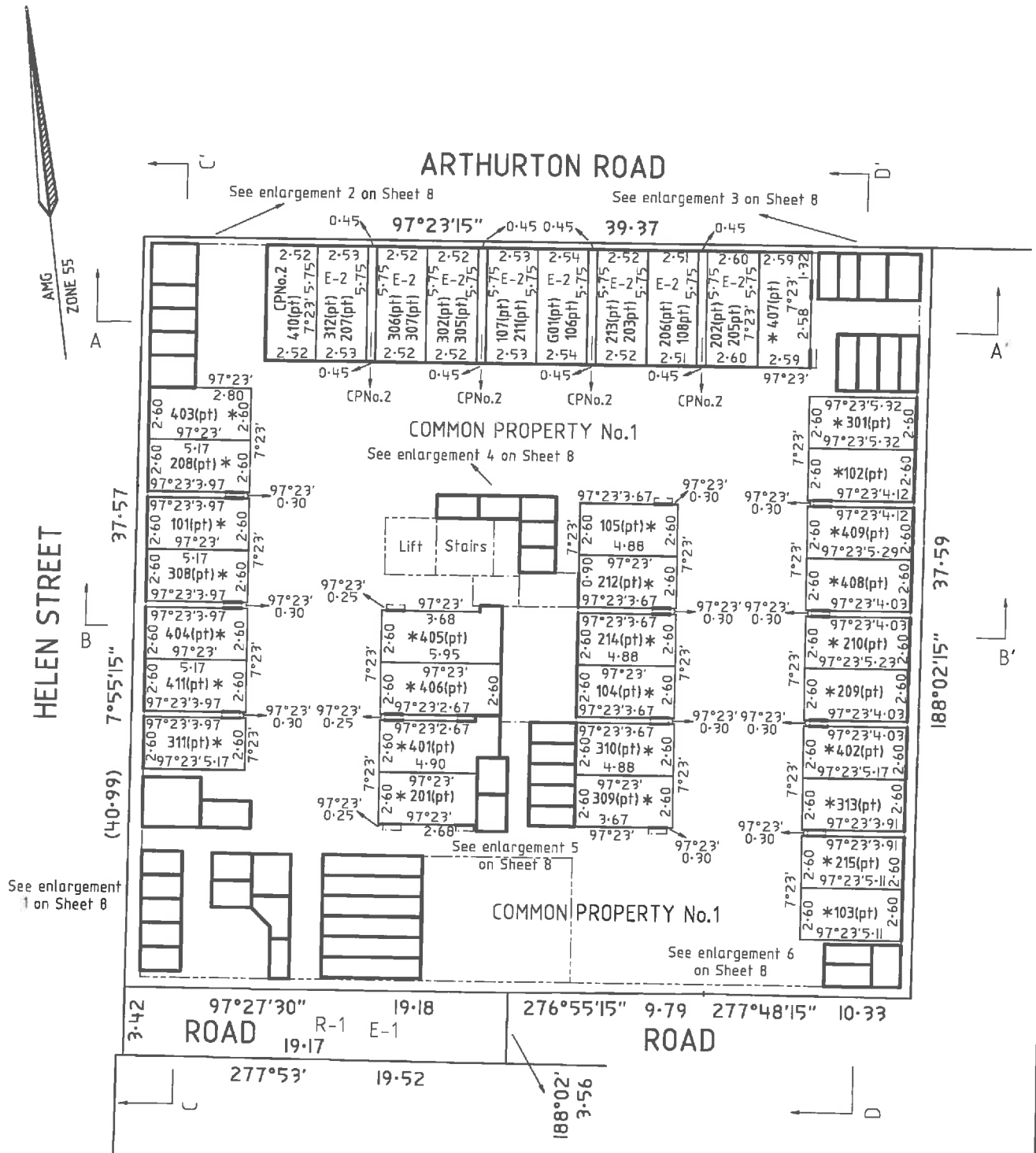
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PLAN OF SUBDIVISION			EDITION 1	PS 722836S
LOCATION OF LAND PARISH: Jika Jika TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 107 (Part) TITLE REFERENCE: Volume 4459 Folio 775, Volume 8501 Folios 520, 521 LAST PLAN REFERENCE: TP 739545W, LP 47414 POSTAL ADDRESS: 9 - 13 Arthurlton Road, (at time of subdivision) NORTHCOTE, Vic., 3070 MGA CO-ORDINATES: E: 323659 ZONE: 55 (of approx centre of land N: 5817876 GDA 94 in plan)			Council Name: Darebin City Council Council Reference Number: SUB/208/2016 Planning Permit Reference: D/749/2016 SPEAR Reference Number: S091117S Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification Digitally signed by: Sarah Chiang for Darebin City Council on 07/12/2016	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.2 AND COMMON PROPERTY No.3 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, BALUSTRADE (or other) WHICH DEFINE BOUNDARIES. ALL FOOTINGS, FOUNDATIONS, SERVICE DUCTS, EXHAUST DUCTS, PIPE SHAFTS, COLUMNS AND SUPPORT POLES (if any) WHICH ARE PART OF THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE CAR STACKER MECHANISM AND STRUCTURE IS DEEMED TO BE PART OF COMMON PROPERTY No.2. THE LOCATION OF THE ABOVE HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED IN THIS PLAN. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY A BUILDING OR PART OF A BUILDING. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE SHOWN THUS: _____ THE UPPER BOUNDARY OF ALL PART LOTS IN THE BASEMENT LEVEL IS 2 metres ABOVE THE UPPER SURFACE OF THE BASEMENT CONCRETE FLOOR UNLESS OTHERWISE SHOWN ALL LOTS ARE IN THREE PARTS EXCEPT LOTS G02, 204, 303 AND 304 WHICH ARE IN TWO PARTS.	
R-1	DAREBIN CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATIONS INCLUDING: PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES & OWNERS CORPORATION ADDITIONAL INFORMATION.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	ANY EASEMENTS CARRIAGEWAY for ingress and egress to car stacker mechanism (Limited as to height and depth see sheets 9 & 10)	SEE PLAN	C/T 4459/775	ANY LAND AFFECTING SAME LOTS ON THIS PLAN
E-2		SEE PLAN	THIS PLAN	
M. J. PARSONS AND ASSOCIATES LAND SURVEYORS P. O. Box 932, ELTHAM, Vic., 3085 Tel: 03 9712 0682 Mob: 0412 388 274 Email: m.j.parsons@optusnet.com.au		SURVEYORS FILE REF: 5887B Digitally signed by: Maxwell Parsons (M. J. Parsons and Associates), Surveyor's Plan Version (06), 23/01/2017		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 10 PLAN REGISTERED TIME: 1.43 PM DATE: 24 / 1 / 17 D. Rotteveel Assistant Registrar of Titles

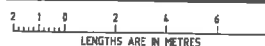
PS 7228365



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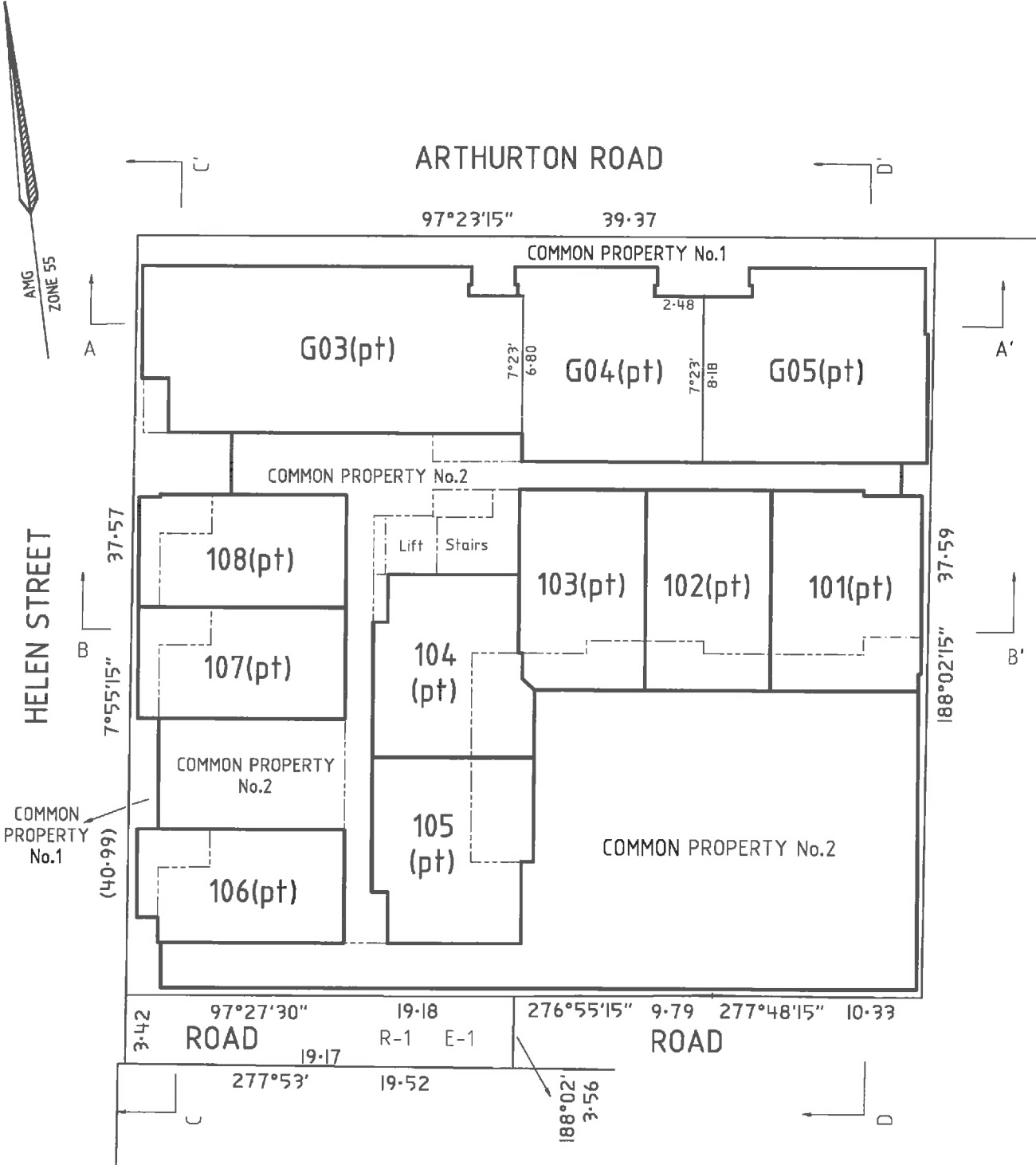
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SHEET 2

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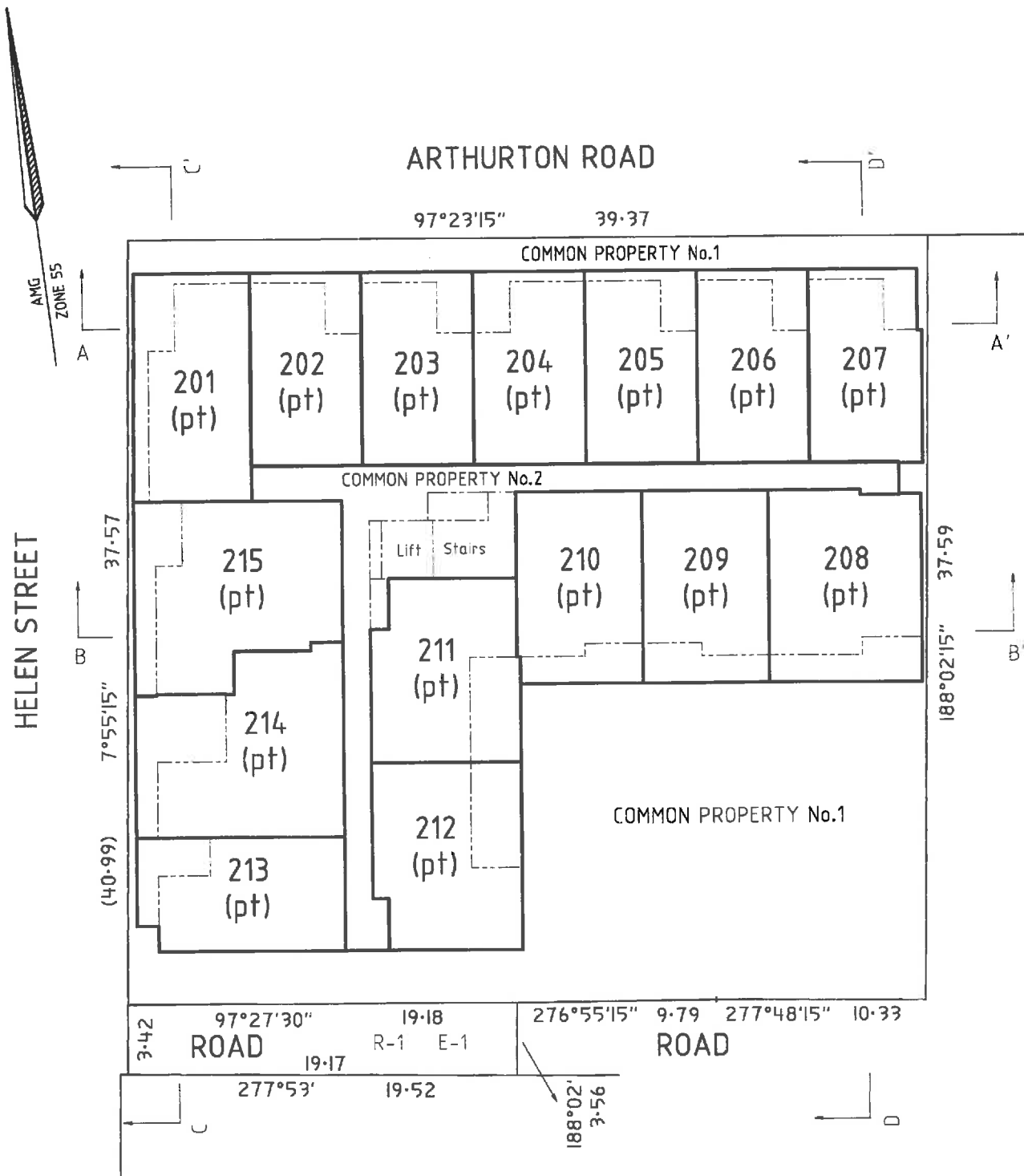
FIRST STOREY

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SHEET 4
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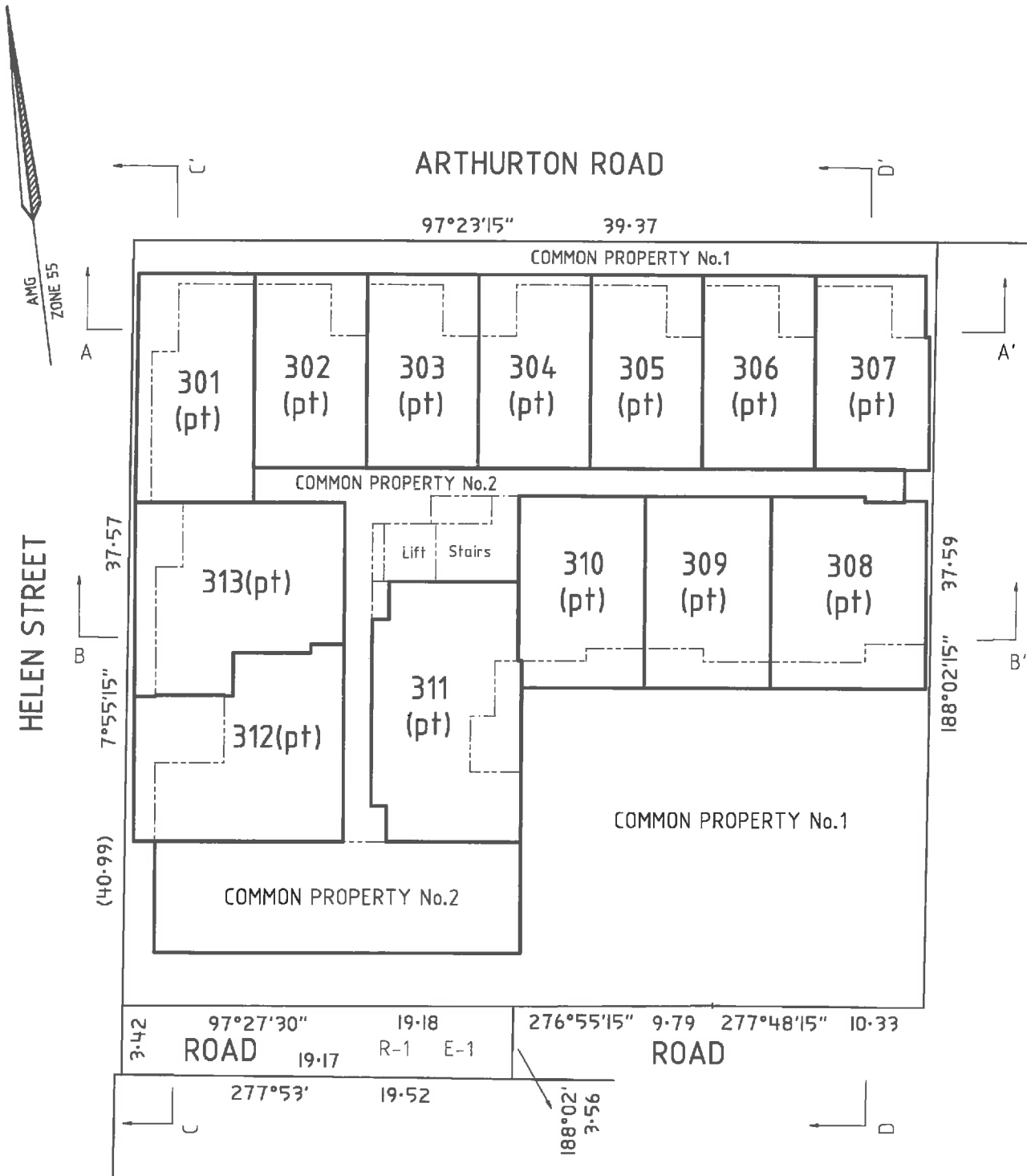
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SHEET 5

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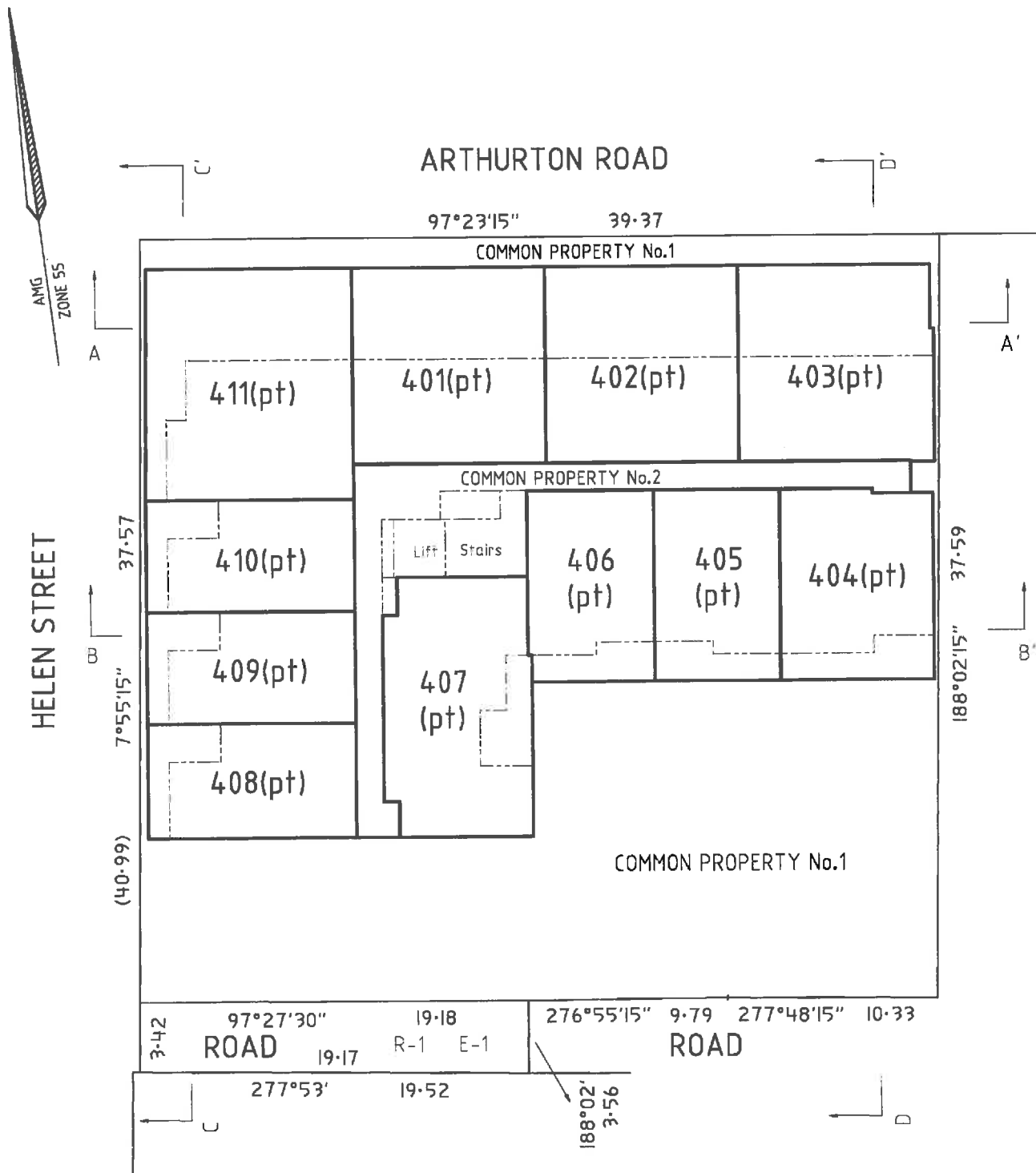
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SHEET 6

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TOPMOST STOREY

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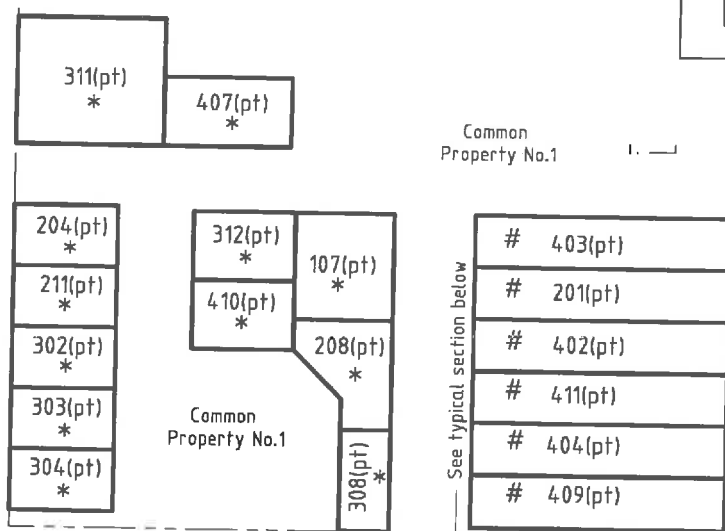
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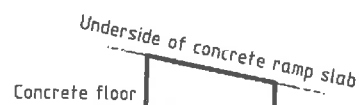
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SHEET 7

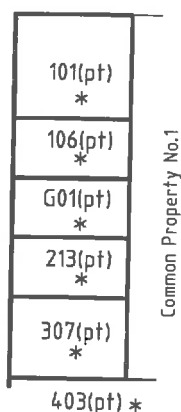
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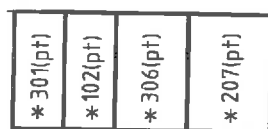
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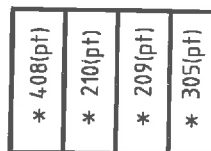
TYPICAL SECTION
TYPICAL FOR UPPER AND LOWER BOUNDARIES
FOR THOSE PARTS OF LOTS SHOWN THUS #
ON THE BASEMENT LEVEL
(See above enlargement)
Section not to Scale



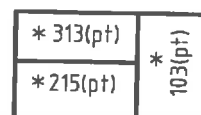
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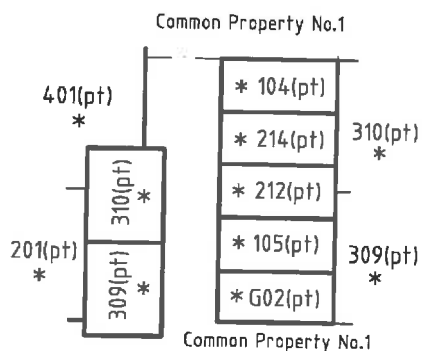
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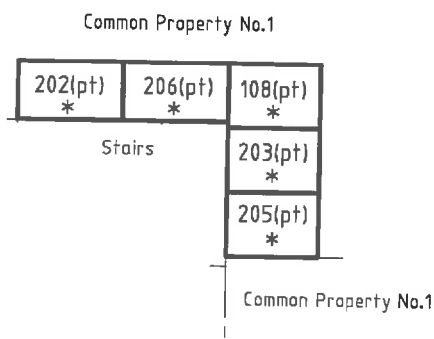
Common Property No.1



ENLARGEMENT 6 (Sheet 2)



ENLARGEMENT 5 (Sheet 2)



ENLARGEMENT 4 (Sheet 2)

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LENGTHS ARE IN METRES

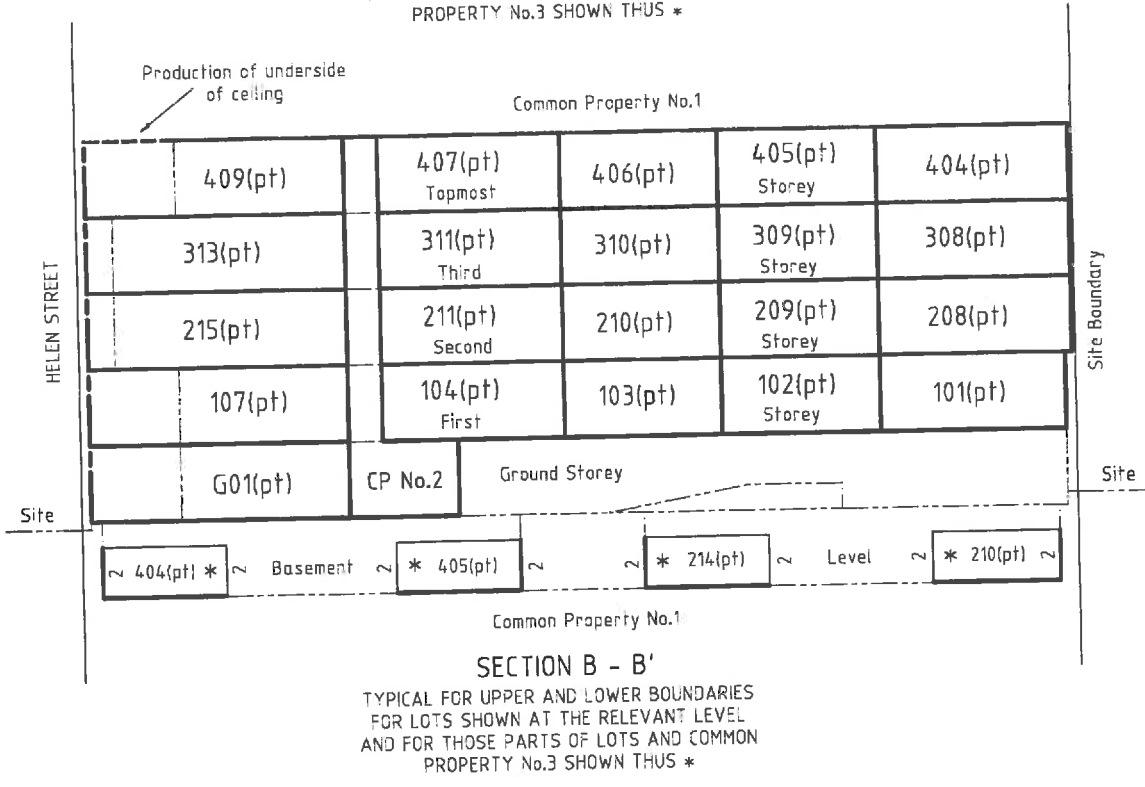
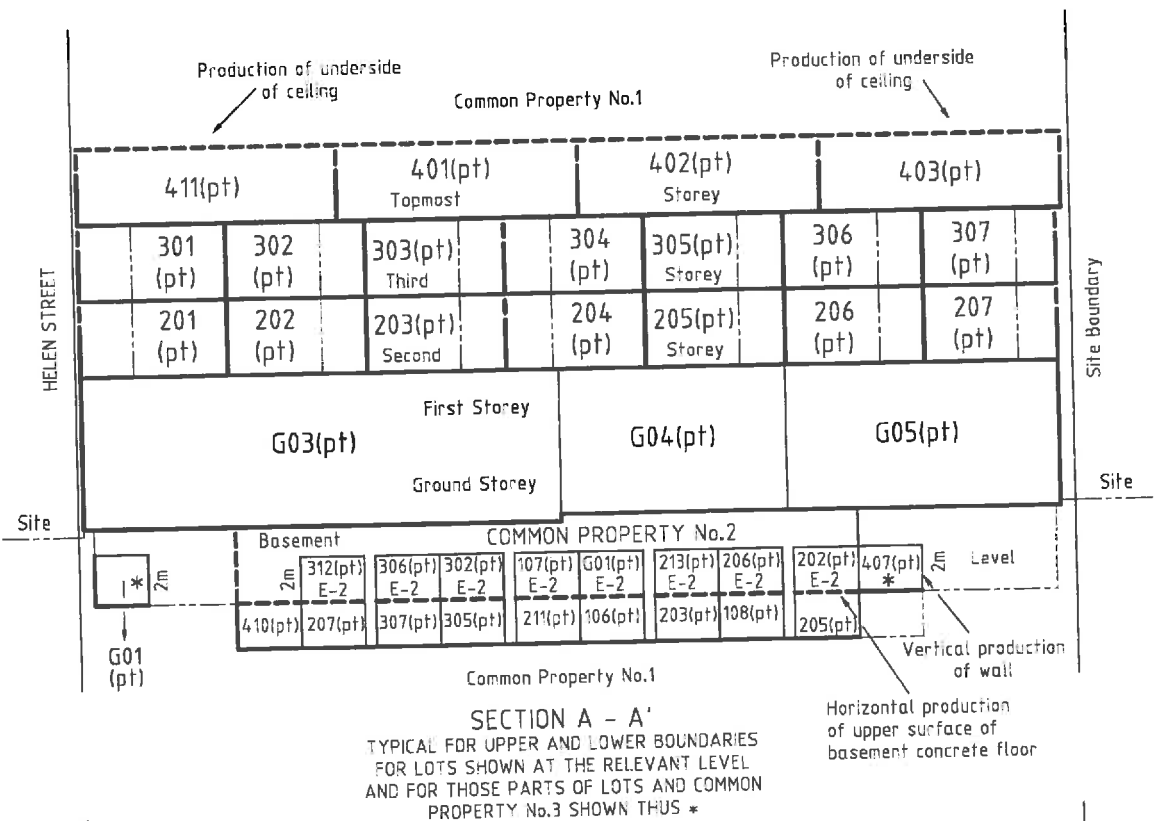
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SHEET 8

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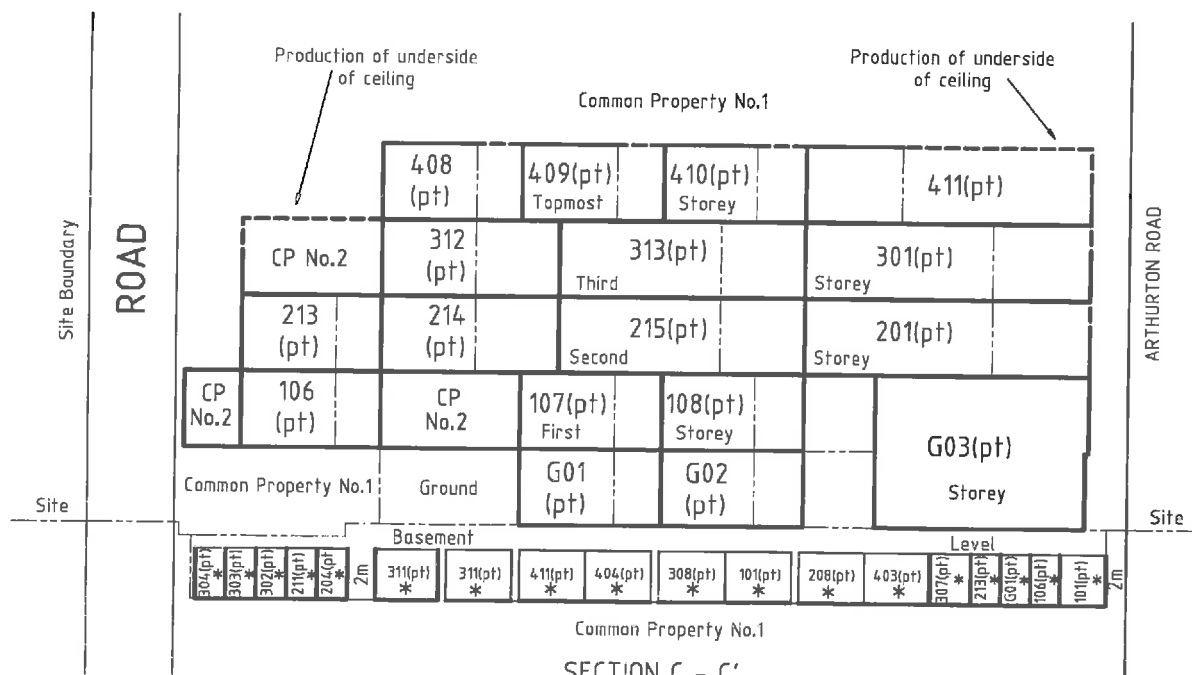
PS 722836S



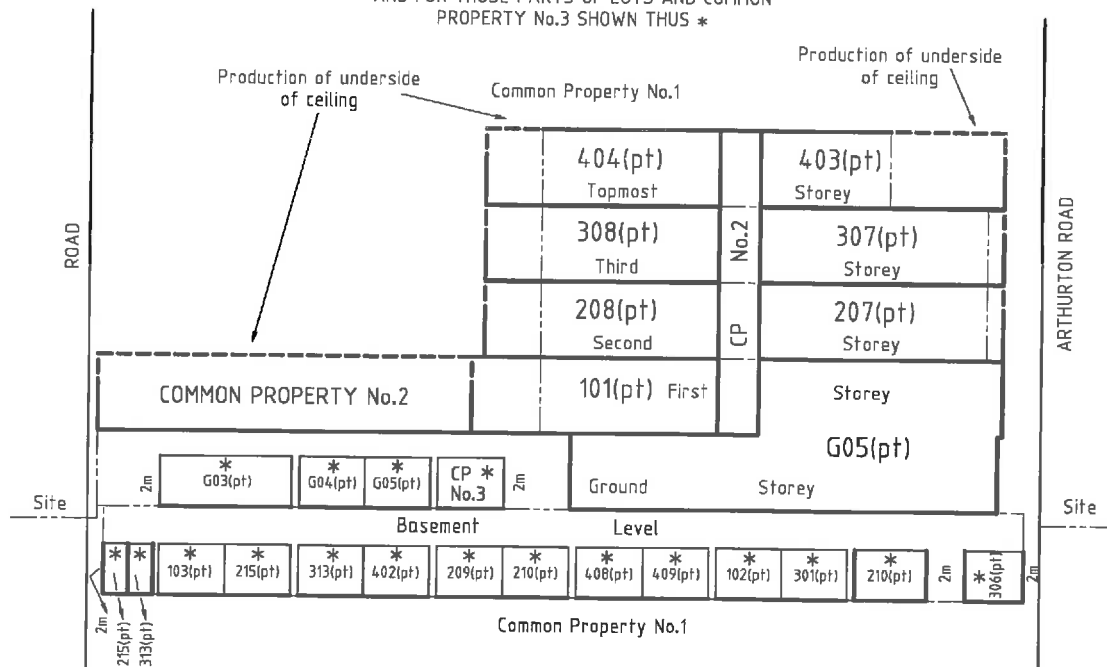
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Tel: 03 9712 0882 Mob: 0412 388 274
Email: m.j.parsons@optusnet.com.au

SECTIONS ARE NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 9
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PS 722836S



SECTION C - C'
TYPICAL FOR UPPER AND LOWER BOUNDARIES
FOR LOTS SHOWN AT THE RELEVANT LEVEL
AND FOR THOSE PARTS OF LOTS AND COMMON
PROPERTY No.3 SHOWN THUS *



SECTION D - D'
TYPICAL FOR UPPER AND LOWER BOUNDARIES
FOR LOTS SHOWN AT THE RELEVANT LEVEL
AND FOR THOSE PARTS OF LOTS AND COMMON
PROPERTY No.3 SHOWN THUS *

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LAND SURVEYORS

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Email: m.j.parsons@optusnet.com.au

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SHEET 10

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07/12/2016,
SPEAR Ref: S091117S

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1719/2024
Darebin Reference Number: 78844.8

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	12-Sep-2024
Assessment Number	78844.8
Applicant Reference	74199116-022-8:107037
Certificate Number	1719/2024
Property Location	1/114 Helen Street NORTHCOTE VIC 3070
Property Description	CT-11849/544 Lot G01 PS 722836 AVPCC 125.4 - OYO Strata Flat

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.

Site Value	\$90,000
Capital Improved Value	\$375,000
Net Annual Value	\$18,750

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1719/2024
Darebin Reference Number: 78844.8

Rates and charges levied for the period 01/07/2024 - 30/06/2025

<i>Council uses Capital Improved Value for rating purposes at the following rate in the \$:</i>			
Residential	0.00174674	Residential Vacant Land	0.00524022
Business	0.00305680	Business Vacant Land	0.00698696
Vacant Retail Land	0.00698696	Mixed Use Land	0.00244544

Arrears to 30-Jun-2024	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$655.05
Fire Service Property Levy	\$164.65
Environmental Charge	\$21.10
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$350.85
Rates and Charges due:	\$489.95
Special Rates and Charges due:	\$0.00
Total due for property: 1/114 Helen Street NORTHCOTE VIC 3070	\$489.95

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0788448**
To pay \$489.95
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 788448 to pay \$489.95

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1719/2024
Darebin Reference Number: 78844.8

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 1719/2024
Darebin Reference Number: 78844.8

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

Please note that this property has a private waste collection

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello", is located below the text of the certificate.

Yvonne Condello
REVENUE SERVICES COORDINATOR

12th September 2024

Anchorage Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Anchorage Legal C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	1/114 HELEN STREET NORTHCOTE 3070
Applicant	Anchorage Legal C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30883080
Conveyancing Account Number	7959580000
Your Reference	366198

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1/114 HELEN STREET NORTHCOTE 3070
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	1/114 HELEN STREET NORTHCOTE 3070
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STATEMENT UNDER SECTION 158 WATER ACT 1989

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



YARRA VALLEY WATER
ABN 93 066 802 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Anchorage Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2627801704
Rate Certificate No: 30883080

Date of Issue: 12/09/2024
Your Ref: 366198

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/114 HELEN ST, NORTHCOTE VIC 3070	G01\PS722836	5110624	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$96.09
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$169.70

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 83 086 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5110624

Address: UNIT 1/114 HELEN ST, NORTHCOTE VIC 3070

Water Information Statement Number: 30883080

HOW TO PAY



Biller Code: 314567
Ref: 26278017048

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Reference No.: 74199116-023-5:107038
Landata.online@victorianlrs.com.au

18 September 2024

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 1/114 HELEN STREET NORTHCOTE VIC 3070

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 15013 / 20150095 /1
Reference No: 51573/2015/1

Type of Permit : Building Permit
Issue Date : 17 April 2015

Mixed Use Development: Stage 1:
Demolition

PBS Permit No: 15013 / 20150095 /3
Reference No: 51573/2015/3

Type of Permit : Building Permit
Issue Date : 9 December 2015

Mixed Use Development: Stage 3: Footings and Superstructure Occ Permit
(excludes Retail) issued 30/11/2016 Certificate of Final (Retail Zones) issued
20/12/2016

PBS Permit No: 15013 / 20150095 /4
Reference No: 51573/2015/4

Type of Permit : Building Permit
Issue Date : 26 May 2016

Mixed Use Development: Stage 4: Architectural, Services and Roof Structure Occ
Permit (excludes Retail) issued 30/11/2016 Certificate of Final (Retail Zones) issued
20/12/2016

Certificate of Final Inspection
2016Occupancy Permit Certificate

Date Issued: 20 December
Date Issued: 30 November 2016

Relevant Building Surveyor: Andrew Lehmann 9650 7999

PBS Permit No: 15013 / 20150095 /2
Reference No: 51573/2015/2

Type of Permit : Building Permit
Issue Date : 16 October 2015

Mixed Use Development: Stage 2: Piling Excavation Including Capping Beams

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
lprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

- Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

*** Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,



Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 74199116-023-5:107038

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Plan Number	PS722836S Owners Corporation 1
Property	Purnell Apartments (PS 722836S - OC1) Lot G01 114 Helen Street, NORTHCOTE
Vendor	Linda Louise Bennett & Dillon Jeffery Bailey
BPAY Reference	Biller Code: 96503 Ref: 249899881 17117
This certificate is issued for Lot G01, Plan No. 722836-1	

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

IMPORTANT: The information in this certificate is issued on **26/09/2024**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are **\$1,424.20 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/01/2024	01/04/2024	01/07/2024	01/10/2024
Amount	\$371.05	\$371.05	\$371.05	\$311.05

- b) The fees are paid up until **31/12/2024**. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Outstanding fees and charges presently total **\$0.00**.
- d) The following special fees or charges have also been raised and will be payable on the dates indicated below - NIL

Due Date	Amount	Details
NIL		

- e) The Owners Corporation **does not** have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.
- f) The Owners Corporation holds the following insurance cover-

Insurer: Longitude Insurance Pty Ltd
Policy No: LNG-STR-20169383
Period: 19/06/2024 - 19/06/2025

Insurance Type	Sum Insured
Building/Common Property	\$22,380,621.00
Public Liability	\$50,000,000.00
Office Bearers	\$1,000,000.00

g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total financial position held by the Owners Corporation as at 26/09/2024 is as follows -

Administrative Fund	Maintenance Fund	Total
\$37,735.35	\$0.00	\$37,735.35

i) The Owners Corporation **does not** have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.

j) The Owners Corporation **has** granted contracts, leases, licences or agreements affecting the common property.

Contracts:

- Mayfield Body Corporate Management Pty Ltd
- An Embedded Network Deed has been entered into with Origin Energy Pty Ltd to supply & maintain electricity supply at 114 Helen Street, Northcote for a term of 10 years.
- A services agreement has been entered into with ADT Fire Alarm Monitoring for a term of 3 years.
- An agreement is in place with Linkfire for servicing and maintenance of essential services.
- A waste management contract has been entered into with Premier Waste for waste removal for the residential and commercial lots.
- Foxtel Network Access Agreement
- Energy Locals (Gas/HWS)

Leases/Licences:

- A Sub-station Lease has been entered into with Citypower

k) The Owners Corporation **has not** resolved to provide any services to members, occupiers or the public.

l) The Owners Corporation **has not** been served with any notices or orders in the last 12 months that have not been satisfied.

m) The Owners Corporation **is not** a party to any proceedings or aware of any circumstances which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint a manager as follows:

Mayfield Body Corporate Management Pty Ltd
Suite 114, 370 St Kilda Road
Melbourne VIC 3004

o) The Owners Corporation **is not** subject to the appointment of an administrator or a proposal for the appointment of an administrator.

p) Other information: Nil.

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

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. A verbal update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.
- 4.

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

Date of Issue:

26/09/2024

Prepared By:



Stacey Lomax
Mayfield Body Corporate Management Pty Ltd

Ph: 03 9645 9981
stacey@mayfieldbcm.com.au

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

Owners Corporations Regulations 2018 SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

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

25/06/2024

**NOTICE OF INTERIM RESOLUTIONS
PLAN No. 722836-1
PURNELL APARTMENTS
114 HELEN ST, NORTHCOTE**

A quorum was not achieved at the Annual General Meeting held on Monday 24th June 2024, there being less than 50% of lots or lot entitlement represented. Therefore, in accordance with Section 78 of the *Owners Corporations Act 2006*, all resolutions made at the meeting are interim resolutions.

Owners wishing to object to the resolutions made at this meeting have 29 days from the date of the meeting to notify the Manager in writing of their objections, seeking a Special General Meeting to be held.

Interim resolutions will become resolutions of the owners corporation 29 days from the date of the meeting if there are only 25% or less of objections, based on lot entitlements, to the decisions made, seeking a Special General Meeting to be called.

Section 78 *Owners Corporations Act 2006*.

78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
 - (1A) Subject to subsections (1B) and (1C), the manager of an owners corporation may pass an interim resolution at a general meeting of the owners corporation if no lot owner is present (whether in person or by proxy) at the meeting.
 - (1B) The manager must not pass an interim resolution under subsection (1) that
 - (a) affects the contract of appointment of the manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.
 - (1C) An owners corporation, by ordinary resolution, may exclude or alter the power of the manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

25/06/2024

**MINUTES OF 2023 ANNUAL GENERAL MEETING
PLAN NO. 722836-1
PURNELL APARTMENTS
114 HELEN ST, NORTHCOTE**

Held:

TIME: 5:30 P.M

DATE: Monday 24th June 2024

LOCATION: MEETING VIA ZOOM

ATTENDANCE:

NAME	LOT
Emma Henderson	106
Samuel Waterhouse	214
Stephen & Bronwyn Arter	311
Ms Sandra Barker	402
Leonie Hudson	407
Danielle McDowell	410
Dan Finch	Mayfield BCM

1. **Chairperson**
IT WAS RESOLVED to appoint Dan Finch Mayfield BCM as the chairperson of the meeting.

2. **Secretary**
IT WAS RESOLVED to appoint Dan Finch Mayfield BCM as the secretary of the meeting.

3. **Proxies and Apologies**
The following proxies and apologies were received:

Proxies:

<u>Name</u>	<u>Lot</u>	<u>Appointed Representative</u>
Mr William McDonald	212	Dan Finch Mayfield BCM
Stephen Arter	311	Bronwyn Arter

Apologies:

Name
N/A

4. **Quorum**
The meeting was advised that, in accordance with Sections 77 and 78 of the *Owners Corporations Act 2006*, a quorum was not achieved, there being less than 50% of lots or lot entitlement represented.
5. **Minutes of Previous Annual General Meeting**
IT WAS RESOLVED to accept the minutes of the previous annual general meeting conducted on 11th April 2023.
6. **Financial Reports**
IT WAS RESOLVED to accept the financial reports consisting of:
- 6.1. Balance Sheet as at 31/12/2023.

- 6.2. Audited Financial Report for the period:
01/01/2023 – 31/12/2023.

7. Receive Reports

IT WAS RESOLVED to receive the following reports:

- 7.1. Manager
- 7.2. Committee
- 7.3. Complaints

8. Insurance

- 8.1. Members reviewed the insurance cover held by the Owners Corporation as follows:

Insurer	Longitude
Policy Number	LNG-STR-20169383
Broker	Resolute
Building Sum Insured	\$22,380.621
Liability Insurance	\$50,000,000
Office Bearer's Liability	\$1,000.000

- 8.2. **IT WAS RESOLVED** the Manager is to forward insurance quotations and recommendations to the committee for their determination. Should no instructions be received by the Manager at least 10 business days prior to the renewal date, the Manager is authorised to arrange renewal in accordance with the recommendations provided by the current insurer/broker.

- 8.3. **IT WAS RESOLVED not** to obtain a valuation for insurance purposes for the buildings affected by the Owners Corporation and if required adjust the building sum insured to reflect the recommendations of the valuation report.

Notes on Insurance: As an Authorised Representative Mayfield receives a commission upon placement of the Owners Corporation's insurance coverage. Further, in accordance with the *Financial Services Reform Act 2001* Mayfield is only authorised to provide factual advice to the Owners Corporation concerning insurance products. Mayfield are not authorised to provide personal advice that takes into account your personal needs, objectives and financial circumstances. Product Disclosure Statements (PDS) and Financial Services Guides (FSG) have been provided to the Owners Corporation and additional copies of these documents can be obtained by either contacting Mayfield's office or Resolute directly.

Members are advised that the Owners Corporation building policy does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the Owners Corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

9. Essential Safety Measures

Members noted that the essential safety measures of the building are being maintained and that an Annual Essential Safety Measures Report (AESMR) is being prepared annually.

10. Changes to the Owners Corporations Act affecting the Property Financials

Members noted that, with the changes to the *Owners Corporations Act 2006*, the owners corporation is classed as a Tier 2 owners corporation. The owners corporation is required to undertake the following to ensure compliance with these changes including:

- Implementation of a Maintenance Plan by 2024.
- Annual Reviews of Financials

11. Committee and Officeholders

- 11.1. **IT WAS RESOLVED** to elect a committee comprising of the following people to hold office until the next Annual General Meeting:

<u>Name</u>	<u>Lot</u>
Emma Henderson	Lot 106
Samuel Waterhouse	Lot 214

Bronwyn Arter	Lot 311
Ms Sandra Barker	Lot 402
Danielle McDowell	Lot 410

12. Appointment of Manager

Members noted the appointment of Mayfield Body Corporate Management Pty Ltd as the Manager of the Owners Corporation on the terms and conditions set out in the Approved Contract of Appointment.

13. Delegations

13.1. **IT WAS RESOLVED** to delegate all powers and functions of the Owners Corporation that may be rightfully delegated in accordance with Section 11 of the *Owners Corporations Act 2006* to the Committee of the Owners Corporation.

13.2. **IT WAS RESOLVED** to delegate all powers and functions that are necessary for the Manager to perform their role in accordance with Section 11 of the *Owners Corporations Act 2006* and the Approved Contract of Appointment, to Mayfield Body Corporate Management Pty Ltd.

14. Budget and Fees

14.1. Administration Fund

IT WAS RESOLVED to approve an annual administration fund budget of \$94,944.18 for the period 01/01/2024 – 31/12/2024.

***Managers Note:**

It was confirmed that the quarterly levies will increase from October 1st 2024.

14.2. **IT WAS RESOLVED** fees will be applied on a quarterly basis and be due and payable on 1st January, 1st April, 1st July and 1st October, and will continue unchanging until the budget is amended by members.

15. Penalty Interest and Arrears Recovery

15.1. **IT WAS RESOLVED** to authorise charging of penalty interest on overdue fees and charges owing by members to the owners corporation which are not paid by the due date.

15.2. **IT WAS RESOLVED** to consider action to be taken in respect of any arrears owing by members to the owners corporation and, if appropriate, to provide the manager with a standing authority to take action in the Victorian Civil and Administrative Tribunal for the recovery of overdue fees and charges.

16. General Business

Maintenance Plan

IT WAS RESOLVED to accept quotation from Solutions In Engineering (Quote No.2433871) for professional 10 year maintenance plan. The Manager will distribute maintenance plan to the OC Committee to review/approve once completed.

There being no further business, the meeting concluded at 6:00 PM

OWNERS CORPORATION INFORMATION PAGE

INSURANCES

Coverage

The owners corporation insurance does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the owners corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

Commission

Mayfield BCM receive a commission for placement of owners corporation insurance for which Mayfield BCM assist with the processing and overseeing of insurance claims.

Excess & Owners Liability

An owners corporation may levy a lot owner a fee to cover the cost of:

- an excess or increased premium if the claim is caused by a culpable or wilful act or gross negligence of a lot owner, lessee or a guest of lot owner or lessee;
- damage to common property caused by lot owner or lessee where the damage is not covered by insurance or the cost of damage is less than the excess payable on the claim;
- excess relating solely to an owner's lot

Product Disclosure Statement (PDS) & Financial Services Guide:

These documents can be made available upon request to our office or by contacting the insurer/broker directly.

Lot owner duty of disclosure:

Lot owners must ensure that any change in occupant use of their lot is immediately advised to our office. Changes in use may affect or invalidate the owners corporation's insurance policy and non-disclosure may result in significant uninsured risk and liability. The owners corporation will seek to recover any such losses from owners who fail to duly disclose changes to their lot. If in doubt, please contact our office.

Managers note (General Advice Warning):

In accordance with the *Financial Services Reform Act 2001*, where Mayfield are an authorised representative of a broker, we are authorised to provide general and factual advice regarding their products. When acting as distributor we are only authorised to provide factual advice.

We are not authorised to provide personal advice. This means we cannot provide advice that takes into account your personal needs, objectives and financial circumstances. If you require personal advice you can contact the relevant broker or insurer as shown above.

ESSENTIAL SAFETY AND OCCUPATIONAL HEALTH & SAFETY

Essential Safety Services (e.g. smoke detectors, fire hydrants, hose reels, sprinklers):

The owners corporation is only responsible for the servicing and maintenance of Essential Safety Services located within the common property. Any services located within private lots are the duty and responsibility of the relevant lot owner to service and maintain except when otherwise advised in writing by the owners corporation. If you are unsure, please check with our office.

Occupational Health & Safety (OH&S)

Should it come to their attention, it is the duty and responsibility of lot owners or their tenants to advise our office immediately by phone and in writing should any OH&S issues arise at the property.

OWNERS CORPORATION RULES

All lot owners, along with any lessee, sub-lessee or occupier of a lot, are bound by the Model and/or Special Rules of the owners corporation. The owners corporation requests you ensure a copy is provided to all guests, residents and/or tenants to ensure their compliance with the rules. Should you not hold a copy of the Rules relating to your owners corporation, please contact our office.



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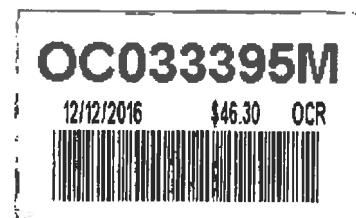
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Owners Corporation Notification of Making Rules



Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

Name: Tisher Llner FC Law

Phone: 03 8600 9333

Address: Level 2, 333 Queen Street, Melbourne 3000

Reference: JT:KZ:142530

Customer Code: 1662T

Applicant: (full name and address including postcode)

Balwyn Projects Pty Ltd ACN 058 610 932 of Level 40, 120 Collins Street, Melbourne, VIC 3000

Plan No.: PS 7228365

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 7 December 2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

A handwritten signature in black ink, appearing to read 'J. Tisher'.

JONATHAN PAUL TISHER
of Level 2, 333 Queen Street, Melbourne VIC 3000
A natural person who is an Australian
Legal Practitioner within the meaning of the
Legal Profession Uniform Law (Victoria)

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Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

**OWNERS CORPORATION RULES
OWNERS CORPORATION NO 1 - PLAN OF SUBDIVISION PS 722836S
114 HELEN STREET, NORTHCOTE & 9-13 ARTHURTON ROAD, NORTHCOTE**

The Act details the power of the Owners Corporation, the general duties of Members and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act.

1. DEFINITIONS AND INTERPRETATIONS

In these Rules the following words have the following meanings:

- 1.1 "Act" means the Subdivision Act 1988 (Vic), the Owners Corporations Act 2006. (Vic) and includes the Subdivision (Procedures) Regulations 2000 (Vic) and the Owners Corporations Regulations 2007 (Vic).
- 1.2 "Building" means the building situated at 9-13 Arthurlton Road, Northcote.
- 1.3 "Commercial Lot" means the Lot shown on the Plan as "G03" and "G04" and "G05".
- 1.4 "Common Property" means the common property shown on the Plan as Common Property No.1.
- 1.5 "Developer" means Balwyn Projects Pty Ltd ACN 058 610 932, the developer of the development.
- 1.6 "Development" means the building comprising residential apartments, car parking, any common property and retail / commercial space known as 9-13 Arthurlton Road, Northcote.
- 1.7 "Lot" means the Lot shown on the Plan.
- 1.8 "Manager" means a manager appointed in accordance with Section 119 of the Owners Corporations Act 2006.
- 1.9 "Member" means a member of the Owners Corporation and includes any tenant or licensee of a Member, and where the context requires includes an occupier of a Member's Lot.
- 1.10 "Occupier" means the person lawfully occupying a Lot (which includes where applicable a Member in occupation of their Lot).
- 1.11 "Owners Corporation" means Owners Corporation No.1 on PS 722836S and includes any manager who, or committee established under the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.
- 1.12 "Plan" means Plan of Subdivision PS 722836S.
- 1.13 "Rules" means the rules applicable for Owners Corporation No. 1 set out in this document.

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2. USE OF LOT

A Member or Occupier of a Lot must not:

- 2.1 use or permit the Lot to be used for any purpose which may be illegal or damaging to the Building or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier.
- 2.2 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot.
- 2.3 make or permit to be made any undue noise in any Lot affected by the Owners Corporation.
- 2.4 use or permit their Lot to be used otherwise than as a residence, save and except for a Commercial Lot.

3. POWERS

The Owners Corporation has all the powers necessary for carrying out its functions and may, for example, enter into contracts for the:

- 3.1 installation, operation and maintenance of any security system on the Common Property;
- 3.2 management, maintenance and repair of the Common Property;
- 3.3 the collection of refuse;
- 3.4 provision of telecommunication services, including but not limited to, pay television and access to the internet;
- 3.5 provision of utility services including water, electricity and gas; and
- 3.6 any other service for which the need arises.

4. APPEARANCE OF A LOT

A Member or Occupier of a Lot must:-

- 4.1 not without the prior written consent of the Owners Corporation alter the exterior walls of a Lot.
- 4.2 not allow the balcony, car park or storage area to become untidy, unsightly or not properly maintained so that it detracts from the appearance of the Building.
- 4.3 not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property.
- 4.4 not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony, vehicle parking space, storage lot or terrace forming part of the lot.
- 4.5 not allow any balcony, garden, plant, or open land or terrace which forms part of any Lot to become unkempt or unsightly and that when watering or cleaning, to ensure that minimal disturbance to other Members or Occupiers occurs.
- 4.6 not allow any items to be bolted down on the balcony terrace floor areas.
- 4.7 not keep a plant on a balcony if the planter it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter.

- 4.8 not use the balcony as a place of storage.
- 4.9 keep the balcony of their Lot clean, tidy, well maintained and in good repair.
- 4.10 not install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

5. USE OF COMMON PROPERTY

A Member or Occupier of a Lot must not:

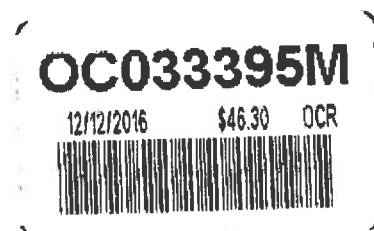
- 5.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person lawfully using Common Property.
- 5.2 obstruct the lawful use of Common Property by any person.
- 5.3 use or permit to be used in or on the Common Property, bicycles, skateboards, rollers skates or roller blades or the like.
- 5.4 place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's or Occupier's Lot.
- 5.5 interfere with any equipment installed in the Common Property.

6. DAMAGE TO COMMON PROPERTY

- 6.1 A Member or Occupier shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Owners Corporation.
- 6.2 A Member or Occupier must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.
- 6.3 A Member or Occupier must promptly notify the Manager or Manager on becoming aware of any damage to or defect in the Common Property.

7. COMMON PROPERTY — VEHICLE USE

- 7.1 A Member or Occupier must not park or leave a vehicle on Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 7.2 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation or the Manager reserves the right to remove offending vehicles, trailer or motor cycles.
- 7.3 A Member or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property.



8. PETS

- 8.1 A Member or Occupier of a Lot must not without the prior written consent of the Owners Corporation keep any pet or animal on their Lot or the Common Property.
- 8.2 A Member or Occupier of a Lot must not keep more than one (1) pet or animal (which approval was first obtained from the Owners Corporation) in their Lot or on the Common Property.
- 8.3 A Member or Occupier of a Lot must take all reasonable steps to prevent any pet or animal in their control from urinating or defecating on Common Property.
- 8.4 A Member or Occupier of a Lot must immediately clean up after any pet or animal debris or make good any damage to any common Property caused by such pet or animal.
- 8.5 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 Member or Occupier who is keeping the animal.
- 8.6 A Member or Occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule 8.5 must immediately remove that animal.

9. SIGNS, BLINDS AND AWNINGS

- 9.1 All blinds, shades, awnings, window ventilators and other decorative fittings and fixtures installed in a Lot and visible from outside that Lot must conform to the requirements and standards prescribed by the Owners Corporation from time to time.
- 9.2 The Lot Owner must not affix or fit any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures to the exterior of their Lot.
- 9.3 Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the Lot must be white or off white and no other colour whatsoever.
- 9.4 The Lot Owner must not, without the prior written consent of the Owners Corporation permit the:
 - 9.4.1 installation or erection of any signs whatsoever (including banners and boards and whether affixed to any walls or free standing); or
 - 9.4.2 painting or inscribing of any signs or notices or other forms of advertisements whatsoever to or on its Lot or the Common Property

10. SALE OF LOTS

A Member of a Lot must not:-

- 10.1 Allow a "For Lease:" sign to be displayed on the Common Property or on any Lot.
- 10.2 Permit any auction to be conducted or take place on the Common Property without the prior written consent of the Owners Corporation.
- 10.3 Permit an "Auction" or "For Sale" sign to be erected without the prior consent of the Owners Corporation.

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11. ALTERATIONS OF LOTS AND COMMON PROPERTY

- 11.1 A Member must not carry out or permit to be carried out any building works on the Lot that may or may not require a building approval under the Building Act 1993 (Vic) until the Member:
- 11.1.1 submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - 11.1.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 11.1.3 receives written approval from the Owners Corporation to carry out the works, such approval shall not be unreasonably withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and / or consultants engaged by the Owners Corporation to consider such plans and specifications) be paid by the Member and such approval shall not be effective until such costs have been paid;
 - 11.1.4 pays such reasonable costs to the Owners Corporation; and
 - 11.1.5 provides a security bond to secure its performance of the proposed works in an amount determined by the Owners Corporation in its sole discretion, acting reasonably.
- 11.2 The Member must at all times ensure that the works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members.
- 11.3 The Member must ensure that the Member and the Member's servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 11.4 Without limiting the generality of Rule 11.3 the Member must ensure that the Member and the Member's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 11.4.1 building materials must not be stacked or stored in the front, side or rear of the Building or in or on garage areas and vehicle parking spaces;
 - 11.4.2 scaffolding must not be erected on the Common Property or the exterior of the Building;
 - 11.4.3 construction work must comply with all laws of the relevant government agencies;
 - 11.4.4 the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
 - 11.4.5 construction vehicles and construction workers' vehicles must not be brought into, or parked in or on the Common Property.
- 11.5 Before any of the Member's works commence the Member must:

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- 11.5.1 cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy approved by the Owners Corporation; and
- 11.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 11.6 Access shall not be available to other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent of the Member of the affected Lot or of the Owners Corporation in the case of the Common Property.
- 11.7 The Member shall immediately make good all damage to the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Member fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member fails to do so within a reasonable period of time) make good the damage and in that event the Member shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage.
- 11.8 A Member or Occupier must not make any alteration, addition to, paint or decorate or otherwise alter the exterior of a Member's Lot.
- 11.9 A Member or Occupier must not install nor permit the installation of covering to any storage area or storage lot or car park lot other than as may be permitted in writing by the Owners Corporation.
- 11.10 A Member or Occupier must not modify any intercom, television aerial or communication system (except telephone connections) servicing the Member's Lot without the prior written consent of the Owners Corporation.
- 11.11 Any contractor/tradesman must always consult the Manager for entry and exit to the building.

12. COMPLIANCE WITH RULES BY INVITEES

- 12.1 A Member or Occupier must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 12.2 A Member which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

13. FURTHER OBLIGATIONS OF A MEMBER OR OCCUPIER

- 13.1 Each Member must advise the Owners Corporation of the address and telephone number of the Member. Each Member must promptly notify the Owners Corporation of any change in the address and/or telephone number.
- 13.2 A Member who does not occupy the Lot must provide to the Owners Corporation the name and phone number of the tenant occupying its lot prior to commencement of the tenancy or where the Lot is to be occupied on a short term basis, provide to the Owners Corporation the name and phone number of the managing agent.
- 13.3 Where a Member is not occupying the Lot, the Member must ensure that a copy of these Rules are provided to the Occupier of the Lot.
- 13.4 A Member or Occupier must ensure that they regularly clear their mail box. If a mail box is located on Common Property and is not regularly cleared, a Member or Occupier must allow the Owners Corporation or Manager to clear the mail box.

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- 13.5 Each Member is responsible for the costs of maintaining the air conditioning system within that Member's Lot or that is located on Common Property that services the Member's Lot.

14. THE DEVELOPER

For the purposes of completing the Development:

- 14.1 These Rules do not apply to and, are not enforceable against the Developer, for so long as any of the following apply:
- 14.1.1 the Developer is engaged in any action required to complete the Development; or
 - 14.1.2 where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 14.2 The Developer shall be authorised by the Owners Corporation to:
- 14.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building and the Development;
 - 14.2.2 take possession of any parts of the Common Property as it may need in order to carry out any works or activities in relation to the Development;
 - 14.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - 14.2.4 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit;
 - 14.2.5 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
- 14.3 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 14 or contravene any right or reprove afforded to the Developer under this Rule 14.
- 14.4 In exercising of its rights under Rule 14, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.
- 14.5 The Owners Corporation will, within 7 days of being requested by the Developer, sign whatever consents, authorities permits or other such documents as may be required to enable the Developer to complete the Development.

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15. FIRE CONTROL

- 15.1 A Member or Occupier must not use or interfere with any fire safety equipment except in the case of an emergency.
- 15.2 A Member or Occupier must not obstruct any stairs or fire escape.
- 15.3 A Member or Occupier must not allow the fire safety equipment, i.e. smoke detectors as installed in respect to their Lot, to become non-operational and must ensure compliance with all statutory requirements relating to fire safety in respect of their Lot. This includes ensuring that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 15.4 To avoid false alarm call outs by the fire brigade, a Member or Occupier must not:
- 15.4.1 smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, and car park or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time, open apartment doors to the main hallways and allow smoke or fumes in to these corridors;
- 15.4.2 utilise fire hoses except in the case of an emergency.

In the event of a false alarm being raised as a result of any act or omission of a Member or Occupier, the costs or charges (if any) of such false alarm shall be payable by the responsible Member or Occupier.

16. MOVING IN AND MOVING OUT

- 16.1 A Member or Occupier must not without the prior written consent of the Owners Corporation or the Manager move any furniture, goods or equipment via any lifts, stairs or other parts of the Common Property. Once approval has been obtained, the Member or Occupier may only move any such furniture, goods or equipment in accordance with directions of the Owners Corporation or the Manager.
- 16.2 A Member or Occupier or their removalist must fill in a form of indemnity provided by the Owners Corporation or the Manager prior to the move occurring and sign off after the move is complete.
- 16.3 Where a Member or Occupier utilises the services of a removalist, the removalist must provide the Owners Corporation or the Manager with a copy of their current public liability insurance.
- 16.4 A Member or Occupier must not move furniture, goods or equipment in and out of the Building outside the hours permitted. Permitted hours are after 9:00 am and before 4:00 pm (Monday to Saturday). All moves must be completed by 4:00 pm. All moves requested outside these hours will be at the discretion of the Owners Corporation or Manager.
- 16.5 A Member or Occupier must not leave any waste from moving of furniture, goods or equipment in any of the common areas including the Common Property.

17. COMMERCIAL AREA

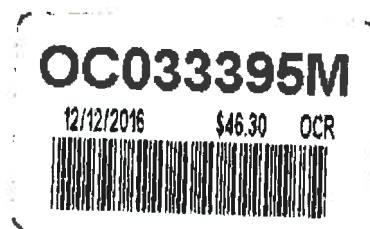
- 17.1 Without limiting any other rule, the proprietor or occupier of a Commercial Lot used for commercial purposes must:
- 17.1.1 take out its own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation(s) from time to time, and bring the bins in

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- before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
- 17.1.2 avoid unnecessary noise when filling bins and ensure contractors pick up between 8:00am and 9:00am Monday to Saturday and between 9:00am and 10:00am on Sundays;
- 17.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- 17.1.4 ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
- 17.1.5 store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refused on common property except when this is the 'bin collection area' nominated by the Owners Corporation(s).
- 17.1.6 ensure that any perishable rubbish is refrigerated and hidden from view;
- 17.1.7 wash down of bins must only be carried out within the lot, excluding car spaces;
- 17.1.8 comply with all health, noise and other regulations in carrying on the business from the Lot;
- 17.1.9 any mechanical fluing must be charcoal filtered or equivalent;
- 17.1.10 small utility deliveries are to be between 5:30am – 6:00pm Monday to Friday and 6:30am – 6:00pm Saturdays & Sundays;
- 17.1.11 large deliveries are to be between 8:00am – 6:00pm Monday to Sunday;
- 17.1.12 not permit electronic gaming machines;
- 17.1.13 make all reasonable attempts to address/treat any odours that emanate from the Lot; and
- 17.1.14 ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved.
- 17.2 Nothing herein will prevent or prohibit any owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of any commercial Lot may apply for, provided that all times the proprietor or occupier of any such commercial Lot:
- 17.2.1 operates lawfully;
- 17.2.2 obtains each and every permit, liquor licence or other consent required; and
- 17.2.3 operates within the terms of any such liquor licence, permit or consent.
- 17.3 The owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.



- 17.4 Any owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the Common Property necessary for usual business practice.
- 17.5 The Owners Corporation(s) will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.
- 17.6 All liquid waste is to be carried to the waste bins in double sealed bags. A wheelie bin shall be used to carry all grease and liquid to the waste bins through the common area.

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Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (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*.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Plan Number	PS722836S Owners Corporation 2
Property	Purnell Apartments (PS 722836S - OC2) Lot G01 114 Helen Street, NORTHCOTE
Vendor	Linda Louise Bennett & Dillon Jeffery Bailey
BPAY Reference	Biller Code: 96503 Ref: 212821888 17636
This certificate is issued for Lot G01, Plan No. 722836-2	

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

IMPORTANT: The information in this certificate is issued on **26/09/2024**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are **\$1450.05 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/01/2024	01/04/2024	01/07/2024	01/10/2024
Amount	\$334.80	\$334.80	\$334.80	\$445.65

- b) The fees are paid up until **30/09/2024**, with a further credit of **\$328.13** applied to fees due **01/10/2024**.
If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Outstanding fees and charges presently total **\$0.00**.
- d) The following special fees or charges have also been raised and will be payable on the dates indicated below - NIL

Due Date	Amount	Details
NIL		

- e) The Owners Corporation **does not** have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.

Please see item p) of this Certificate regarding car stacker costs.

- f) The Owners Corporation holds the following insurance cover-
Insurance cover is held by Owners Corporation 1 - refer OC 1 certificate.
- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total financial position held by the Owners Corporation as at 26/09/2024 is as follows -

Administrative Fund	Maintenance Fund	Total
\$2,865.85	\$20,000.00	\$22,865.85

i) The Owners Corporation **does not** have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.

j) The Owners Corporation **has** granted any contracts, leases, licences or agreements affecting the common property.

Contracts:

Mayfield Body Corporate Management Pty Ltd

Lift maintenance contract with United Lifts

Waste management services contract with Premier Waste Management

Car stacker maintenance agreement with CSD

Leases/Licences: N/A

k) The Owners Corporation **has not** resolved to provide any services to members, occupiers or the public.

l) The Owners Corporation **has not been** served with any notices or orders in the last 12 months that have not been satisfied.

m) The Owners Corporation **is not** a party to any proceedings or aware of any circumstances which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint a manager as follows:

Mayfield Body Corporate Management Pty Ltd

Suite 114, 370 St Kilda Road

Melbourne VIC 3004

o) The Owners Corporation **is not** subject to the appointment of an administrator or a proposal for the appointment of an administrator.

p) Other information:

Car stacker fees - Lots with allocated car stacker spaces are liable for an annual cost of \$448.80* per lot for the maintenance of the car stackers, payable in advance and which is in addition to fees for Owners Corporation 2 listed under section a) of this Certificate. Costs for repair and/or replacement associated with the caretakers are to be borne by the relevant car stacker lots if and when required.

*Note: This figure will be adjusted annually in line with actual costs.

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

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. A verbal update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.
- 4.

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

Date of Issue:

26/09/2024

Prepared By:

Stacey Lomax

Stacey Lomax
Mayfield Body Corporate Management Pty Ltd

Ph: 03 9645 9981
stacey@mayfieldbcm.com.au

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

Owners Corporations Regulations 2018 SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

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

25/06/2024

**NOTICE OF INTERIM RESOLUTIONS
PLAN No. 722836-2
PURNELL APARTMENTS
114 HELEN ST, NORTHCOTE**

A quorum was not achieved at the Annual General Meeting held on Monday 24th June 2024, there being less than 50% of lots or lot entitlement represented. Therefore, in accordance with Section 78 of the *Owners Corporations Act 2006*, all resolutions made at the meeting are interim resolutions.

Owners wishing to object to the resolutions made at this meeting have 29 days from the date of the meeting to notify the Manager in writing of their objections, seeking a Special General Meeting to be held.

Interim resolutions will become resolutions of the owners corporation 29 days from the date of the meeting if there are only 25% or less of objections, based on lot entitlements, to the decisions made, seeking a Special General Meeting to be called.

Section 78 *Owners Corporations Act 2006*.

78. Can a general meeting proceed even without a quorum?

(1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(1A) Subject to subsections (1B) and (1C), the manager of an owners corporation may pass an interim resolution at a general meeting of the owners corporation if no lot owner is present (whether in person or by proxy) at the meeting.

(1B) The manager must not pass an interim resolution under subsection (1) that

(a) affects the contract of appointment of the manager; or

(b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or

(c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.

(1C) An owners corporation, by ordinary resolution, may exclude or alter the power of the manager to make an interim resolution under subsection (1A).

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).

(4) Interim resolutions become resolutions of the owners corporation—

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

25/06/2024

**MINUTES OF 2023 ANNUAL GENERAL MEETING
PLAN NO. 722836-2
PURNELL APARTMENTS
114 HELEN ST, NORTHCOTE**

Held:

TIME: 6 P.M

DATE: Monday 24th June 2024

LOCATION: MEETING VIA ZOOM

ATTENDANCE:

NAME	LOT
Emma Henderson	106
Samuel Waterhouse	214
Stephen Arter & Bronwyn Arter	311
Ms Sandra Barker	402
Leonie Hudson	407
Danielle McDowell	410
Dan Finch	Mayfield BCM

- Chairperson**
IT WAS RESOLVED to appoint Dan Finch Mayfield BCM as the chairperson of the meeting.
- Secretary**
IT WAS RESOLVED to appoint Dan Finch Mayfield BCM as the secretary of the meeting.
- Proxies and Apologies**
The following proxies and apologies were received:

Proxies:

<u>Name</u>	<u>Lot</u>	<u>Appointed Representative</u>
Mr William McDonald	212	Dan Finch Mayfield BCM
Stephen Arter	311	Bronwyn Arter

Apologies:

Name
N/A

- Quorum**
The meeting was advised that, in accordance with Sections 77 and 78 of the *Owners Corporations Act 2006*, a quorum was not achieved, there being less than 50% of lots or lot entitlement represented.
- Minutes of Previous Annual General Meeting**
IT WAS RESOLVED to accept the minutes of the previous annual general meeting conducted on Tuesday 11th April 2023.
- Financial Reports**
IT WAS RESOLVED to accept the financial reports consisting of:
 - Balance Sheet as at 31/12/2023

- 6.2. Statement of Income and Expenditure for the period:
01/01/2023 – 31/12/2023.

7. Receive Reports

IT WAS RESOLVED to receive the following reports

- 7.1. Manager
- 7.2. Committee
- 7.3. Complaints

8. Changes to the Owners Corporations Act affecting the Property Financials

Members noted that, with the changes to the *Owners Corporations Act 2006*, the owners corporation is classed as a Tier 3 owners corporation. The owners corporation is required to undertake the following to ensure compliance with these changes including:

- Annual Reviews of Financials

9. Committee and Officeholders

- 9.1. **IT WAS RESOLVED** to elect a committee comprising of the following people to hold office until the next Annual General Meeting:

<u>Name</u>	<u>Lot</u>
Emma Henderson	Lot 106
Samuel Waterhouse	Lot 214
Bronwyn Arter	Lot 311
Ms Sandra Barker	Lot 402
Danielle McDowell	Lot 410

10. Appointment of Manager

Members noted the appointment of Mayfield Body Corporate Management Pty Ltd as the Manager of the Owners Corporation on the terms and conditions set out in the Approved Contract of Appointment.

11. Delegations

- 11.1. **IT WAS RESOLVED** to delegate all powers and functions of the Owners Corporation that may be rightfully delegated in accordance with Section 11 of the *Owners Corporations Act 2006* to the Committee of the Owners Corporation.
- 11.2. **IT WAS RESOLVED** to delegate all powers and functions that are necessary for the Manager to perform their role in accordance with Section 11 of the *Owners Corporations Act 2006* and the Approved Contract of Appointment, to Mayfield Body Corporate Management Pty Ltd.

12. Budget and Fees

12.1. Administration Fund

IT WAS RESOLVED to approve an annual administration fund budget of \$80,817.58 for the period 01/01/2024 – 31/12/2024.

***Managers Note:**

It was confirmed that the quarterly levies will increase from October 1st 2024.

- 12.2. **IT WAS RESOLVED** fees will be applied on a quarterly basis and be due and payable on 1st January, 1st April, 1st July and 1st October, and will continue unchanging until the budget is amended by members.

13. Penalty Interest and Arrears Recovery

- 13.1. **IT WAS RESOLVED** to authorise charging of penalty interest on overdue fees and charges owing by members to the owners corporation which are not paid by the due date.

- 13.2. **IT WAS RESOLVED** to consider action to be taken in respect of any arrears owing by members to the owners corporation and, if appropriate, to provide the manager with a standing authority to take action in the Victorian Civil and Administrative Tribunal for the recovery of overdue fees and charges.

14. General Business

The following items of general business were raised from floor of the meeting.

Common Garden Areas

Members present discussed the common garden areas onsite and the ongoing upkeep.

It was decided the Owners Corporation Committee will review in August/September 2024, post winter.

There being no further business, the meeting concluded at 6:27 P.M

OWNERS CORPORATION INFORMATION PAGE

INSURANCES

Coverage

The owners corporation insurance does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the owners corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

Commission

Mayfield BCM receive a commission for placement of owners corporation insurance for which Mayfield BCM assist with the processing and overseeing of insurance claims.

Excess & Owners Liability

An owners corporation may levy a lot owner a fee to cover the cost of:

- an excess or increased premium if the claim is caused by a culpable or wilful act or gross negligence of a lot owner, lessee or a guest of lot owner or lessee;
- damage to common property caused by lot owner or lessee where the damage is not covered by insurance or the cost of damage is less than the excess payable on the claim;
- excess relating solely to an owner's lot

Product Disclosure Statement (PDS) & Financial Services Guide:

These documents can be made available upon request to our office or by contacting the insurer/broker directly.

Lot owner duty of disclosure:

Lot owners must ensure that any change in occupant use of their lot is immediately advised to our office. Changes in use may affect or invalidate the owners corporation's insurance policy and non-disclosure may result in significant uninsured risk and liability. The owners corporation will seek to recover any such losses from owners who fail to duly disclose changes to their lot. If in doubt, please contact our office.

Managers note (General Advice Warning):

In accordance with the *Financial Services Reform Act 2001*, where Mayfield are an authorised representative of a broker, we are authorised to provide general and factual advice regarding their products. When acting as distributor we are only authorised to provide factual advice.

We are not authorised to provide personal advice. This means we cannot provide advice that takes into account your personal needs, objectives and financial circumstances. If you require personal advice you can contact the relevant broker or insurer as shown above.

ESSENTIAL SAFETY AND OCCUPATIONAL HEALTH & SAFETY

Essential Safety Services (e.g. smoke detectors, fire hydrants, hose reels, sprinklers):

The owners corporation is only responsible for the servicing and maintenance of Essential Safety Services located within the common property. Any services located within private lots are the duty and responsibility of the relevant lot owner to service and maintain except when otherwise advised in writing by the owners corporation. If you are unsure, please check with our office.

Occupational Health & Safety (OH&S)

Should it come to their attention, it is the duty and responsibility of lot owners or their tenants to advise our office immediately by phone and in writing should any OH&S issues arise at the property.

OWNERS CORPORATION RULES

All lot owners, along with any lessee, sub-lessee or occupier of a lot, are bound by the Model and/or Special Rules of the owners corporation. The owners corporation requests you ensure a copy is provided to all guests, residents and/or tenants to ensure their compliance with the rules. Should you not hold a copy of the Rules relating to your owners corporation, please contact our office.

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Owners Corporation Notification of Making Rules

OC033396K

12/12/2016

\$46.30

OCR



Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

Name: Tisher Liner FC Law

Phone: 03 8600 9333

Address: Level 2, 333 Queen Street, Melbourne 3000

Reference: JT:KZ:142530

Customer Code: 1662T

Applicant: (full name and address including postcode)

Balwyn Projects Pty Ltd ACN 058 610 932 of Level 40, 120 Collins Street, Melbourne, VIC 3000

Plan No.: PS 722836S

Owners Corporation No.: 2

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 7 December 2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

JONATHAN PAUL TISHER
of Level 2, 333 Queen Street, Melbourne VIC 3000
A natural person who is an Australian
Legal Practitioner within the meaning of the
Legal Profession Uniform Law (Victoria)

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

**OWNERS CORPORATION RULES
OWNERS CORPORATION NO 2 - PLAN OF SUBDIVISION PS 722836S
114 HELEN STREET, NORTHCOTE & 9-13 ARTHURTON ROAD, NORTHCOTE**

The Act details the power of the Owners Corporation, the general duties of Members and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act.

1. DEFINITIONS AND INTERPRETATIONS

In these Rules the following words have the following meanings:

- 1.1 "Act" means the Subdivision Act 1988 (Vic), the Owners Corporations Act 2006. (Vic) and includes the Subdivision (Procedures) Regulations 2000 (Vic) and the Owners Corporations Regulations 2007 (Vic).
- 1.2 "Building" means the building situated at 9-13 Arthurton Road, Northcote.
- 1.3 "Car Stacker" means the car stacking machinery and associated equipment forming part of the Member's Lot.
- 1.4 "Commercial Lot" means the Lot shown on the Plan as "G03" and "G04" and "G05".
- 1.5 "Common Property" means the common property shown on the Plan as Common Property No.2.
- 1.6 "Developer" means Balwyn Projects Pty Ltd ACN 058 610 932, the developer of the development.
- 1.7 "Development" means the building comprising residential apartments, car parking, any common property and retail / commercial space known as 9-13 Arthurton Road, Northcote.
- 1.8 "Lot" means the Lot shown on the Plan.
- 1.9 "Manager" means a manager appointed in accordance with Section 119 of the Owners Corporations Act 2006.
- 1.10 "Member" means a member of the Owners Corporation and includes any tenant or licensee of a Member, and where the context requires includes an occupier of a Member's Lot.
- 1.11 "Occupier" means the person lawfully occupying a Lot (which includes where applicable a Member in occupation of their Lot).
- 1.12 "Owners Corporation" means Owners Corporation No.2 on PS 722836S and includes any manager who, or committee established under the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.
- 1.13 "Plan" means Plan of Subdivision PS 722836S.
- 1.14 "Rules" means the rules applicable for Owners Corporation No. 2 set out in this document.
- 1.15 "Stacker Lot" means the car park lot located within a Car Stacker and in particular Lots G01, 106, 107, 108, 202, 203, 205, 206, 207, 211, 213, 302, 305, 306, 307, 312 and 410.

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2. USE OF LOT

A Member or Occupier of a Lot must not:

- 2.1 use or permit the Lot to be used for any purpose which may be illegal or damaging to the Building or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier.
- 2.2 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot.
- 2.3 make or permit to be made any undue noise in any Lot affected by the Owners Corporation.
- 2.4 use or permit their Lot to be used otherwise than as a residence, save and except for a Commercial Lot.

3. POWERS

The Owners Corporation has all the powers necessary for carrying out its functions and may, for example, enter into contracts for the:

- 3.1 installation, operation and maintenance of any security system on the Common Property;
- 3.2 management, maintenance and repair of the Common Property;
- 3.3 the collection of refuse;
- 3.4 provision of telecommunication services, including but not limited to, pay television and access to the internet;
- 3.5 provision of utility services including water, electricity and gas; and
- 3.6 any other service for which the need arises.

4. USE OF CAR STACKER

- 4.1 A Member or Occupier of a Stacker Lot must ensure that:-
 - 4.1.1 they only use the Car Stacker for the parking of cars which meet the Car Stacker manufacturer's specifications including height and weight dimension;
 - 4.1.2 they do not use the Car Stacker when it is being maintained, replaced or repaired;
 - 4.1.3 they remove their vehicle from the Car Stacker for any scheduled, unexpected or emergency maintenance, repair or replacement;
 - 4.1.4 they do not allow or permit any other person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use;
 - 4.1.5 they provide to the Owners Corporation particulars of the Member's or Occupier's vehicle including registration number and they advise the Owners Corporation of any change to those particulars;
 - 4.1.6 they do not do anything to damage or misuse the Car Stacker equipment in any way;
 - 4.1.7 they do not do anything which interferes with the use of the Car Stacker by other Members entitled to use it;

- 4.1.8 they comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- 4.1.9 they promptly report to the Manager any damage, malfunction or failure of the Car Stacker to operate;
- 4.2 A Member of a Stacker Lot must ensure that they pay to the Owners Corporation their portion of the cost associated with the Stacker Lot as set out in rules 4.2.1 to 4.2.6 (inclusive), such cost to be apportioned by dividing the Members lot liability in Owners Corporation No. 2 Schedule by the aggregate of the lot liability of the Stacker Lots in Owners Corporation No. 2 Schedule:
 - 4.2.1 the ongoing costs of operating, maintaining and repairing the Car Stacker;
 - 4.2.2 the costs of replacing the Car Stacker at the end of its economic life;
 - 4.2.3 insuring against damage and destruction of the Car Stacker, against third party personal injury and third party property damage;
 - 4.2.4 the ongoing contribution to a sinking fund for the replacement of the Car Stacker at the end of its economic life. The Owners Corporation must maintain the fund if established;
 - 4.2.5 any other costs, expenses and liabilities of the Owners Corporation in fulfilling its obligation under this rule; and
 - 4.2.6 the Member must pay the Member's proportion of the costs even if the Member does not use the Stacker Lot.

5 COMMON PROPERTY – GYMNASIUM

The following rules apply to the use of the gymnasium located in the Building and must be complied with by all Members and Occupiers of a Lot.

- 5.1 the gymnasium can only be used by Members or Occupiers of a Lot.
- 5.2 Members and Occupiers of a Lot must be professionally instructed in the use of the gymnasium equipment (inducted) prior to being granted access to use the gymnasium area. Members and Occupiers must contact the Manager to arrange the induction.
- 5.3 Children between the age of 12 and 15 years are not permitted to use the gymnasium unless they are inducted in accordance with rule 5.2 and supervised at all times by an adult who has been inducted and subject at all times to any requirements of the Owners Corporation.
- 5.4 No children under the age of 12 are permitted to use the gymnasium.
- 5.5 All persons using the gymnasium must ensure that they bring a towel for their use.
- 5.6 Suitable footwear and attire must be worn to and from the gymnasium and whilst in the gymnasium at all times.
- 5.7 Alcohol and food are not permitted in the gymnasium.
- 5.8 Smoking is not permitted in the gymnasium.
- 5.9 Drinking glasses and sharp objects are not permitted in the gymnasium.



- 5.10 The gymnasium is open for use between the hours of 6:00am and 10:00pm daily or at times that are determined by the Owners Corporation in its sole discretion.
- 5.11 All users of the gymnasium do so at their own risk.
- 5.12 No music other than personal sound units where headphones are used are allowed in the gymnasium unless prior consent has been obtained from the Owners Corporation.
- 5.13 All users of the gymnasium must conduct themselves in a safe and proper manner and in accordance with any directions given in respect to the use of equipment and the facility in general.
- 5.14 In the event of any damage occurring in the gymnasium as a result of the use or misuse by a Member or Occupier then that Member or Occupier will be responsible to reimburse the Owners Corporation for all loss, damage or cost incurred by the Owners Corporation as a result of any damage caused by the Member or Occupier of the Lot.
- 5.15 The Member and Occupier of a Lot indemnify and release the Owners Corporation from and against any loss or cost due to the Member or Occupier's failure to observe the rules and requirements given by the Owners Corporation with regard to the use of the gymnasium.

6. COMMON PROPERTY – COMMUNAL GARDEN AREA

The following rules apply to the use of the communal garden areas located in the Building and must be observed by all Members and Occupiers of a Lot.

- 6.1 The communal garden area is only available for use by Members or Occupiers of a Lot in the Building.
- 6.2 Alcohol is not permitted in the in communal garden area located in the Building.
- 6.3 Smoking is not permitted in the in communal garden area located in the Building.
- 6.4 The communal garden area is open for use between the hours of 6:00am and 10:00pm daily or at times that are determined by the Owners Corporation in its sole discretion.
- 6.5 The playing of music in the communal garden area is as determined by the Owners Corporation.
- 6.6 All users of the communal garden area must conduct themselves in a safe and proper manner and in accordance with any directions given in respect to the use of the facility in general. The insurance cover of the Owners Corporation will not cover a Member or Occupier of a Lot who has not observed the rules and requirements given by the Owners Corporation.
- 6.7 In the event of any damage occurring in the communal garden area as a result of the use or misuse by a Member or Occupier then that Member or Occupier will be responsible to reimburse the Owners Corporation for all loss, damage or cost incurred by the Owners Corporation as a result of any damage caused by the Member or Occupier of the Lot.
- 6.8 The Member and Occupier of a Lot indemnify and release the Owners Corporation from and against any loss or cost due to the Member or Occupier's failure to observe the rules and requirements given by the Owners Corporation.

7. USE OF COMMON PROPERTY

A Member or Occupier of a Lot must not:

- 7.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person lawfully using Common Property.
- 7.2 obstruct the lawful use of Common Property by any person.



- 7.3 use or permit to be used in or on the Common Property, bicycles, skateboards, rollers skates or roller blades or the like.
- 7.4 place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's or Occupier's Lot.
- 7.5 interfere with any equipment installed in the Common Property.

8. DAMAGE TO COMMON PROPERTY

- 8.1 A Member or Occupier shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Owners Corporation.
- 8.2 A Member or Occupier must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy.
- 8.3 A Member or Occupier must promptly notify the Manager or Manager on becoming aware of any damage to or defect in the Common Property.

9. COMMON PROPERTY — VEHICLE USE

- 9.1 A Member or Occupier must not park or leave a vehicle on Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation.
- 9.2 A Member or Occupier must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation or the Manager reserves the right to remove offending vehicles, trailer or motor cycles.
- 9.3 A Member or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the garage or other part of the Common Property.

10. COMPLIANCE WITH RULES BY INVITEES

- 10.1 A Member or Occupier must take all reasonable steps to ensure the invitees of the Member or Occupier comply with these Rules.
- 10.2 A Member which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

11. FURTHER OBLIGATIONS OF A MEMBER OR OCCUPIER

- 11.1 Each Member must advise the Owners Corporation of the address and telephone number of the Member. Each Member must promptly notify the Owners Corporation of any change in the address and/or telephone number.
- 11.2 A Member who does not occupy the Lot must provide to the Owners Corporation the name and phone number of the tenant occupying its lot prior to commencement of the tenancy or where

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the Lot is to be occupied on a short term basis, provide to the Owners Corporation the name and phone number of the managing agent.

- 11.3 Where a Member is not occupying the Lot, the Member must ensure that a copy of these Rules are provided to the Occupier of the Lot.
- 11.4 A Member or Occupier must ensure that they regularly clear their mail box. If a mail box is located on Common Property and is not regularly cleared, a Member or Occupier must allow the Owners Corporation or Manager to clear the mail box.
- 11.5 Each Member is responsible for the costs of maintaining the air conditioning system within that Member's Lot or that is located on Common Property that services the Member's Lot.

12. THE DEVELOPER

For the purposes of completing the Development:

- 12.1 These Rules do not apply to and, are not enforceable against the Developer, for so long as any of the following apply:
 - 12.1.1 the Developer is engaged in any action required to complete the Development; or
 - 12.1.2 where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.
- 12.2 The Developer shall be authorised by the Owners Corporation to:
 - 12.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building and the Development;
 - 12.2.2 take possession of any parts of the Common Property as it may need in order to carry out any works or activities in relation to the Development;
 - 12.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - 12.2.4 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit;
 - 12.2.5 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
- 12.3 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 12 or contravene any right or reprieve afforded to the Developer under this Rule 12.
- 12.4 In exercising of its rights under Rule 12, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary

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\$46.30

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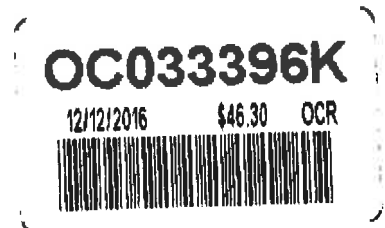
for the genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

- 12.5 The Owners Corporation will, within 7 days of being requested by the Developer, sign whatever consents, authorities permits or other such documents as may be required to enable the Developer to complete the Development.

13. FIRE CONTROL

- 13.1 A Member or Occupier must not use or interfere with any fire safety equipment except in the case of an emergency.
- 13.2 A Member or Occupier must not obstruct any stairs or fire escape.
- 13.3 A Member or Occupier must not allow the fire safety equipment, i.e. smoke detectors as installed in respect to their Lot, to become non-operational and must ensure compliance with all statutory requirements relating to fire safety in respect of their Lot. This includes ensuring that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to smoke detectors are replaced whenever necessary.
- 13.4 To avoid false alarm call outs by the fire brigade, a Member or Occupier must not:
- 13.4.1 smoke in the common areas; being the corridors, floor landings, foyer, lifts, stairwells, and car park or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time, open apartment doors to the main hallways and allow smoke or fumes in to these corridors;
- 13.4.2 utilise fire hoses except in the case of an emergency.

In the event of a false alarm being raised as a result of any act or omission of a Member or Occupier, the costs or charges (if any) of such false alarm shall be payable by the responsible Member or Occupier.



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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (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*.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1069580

APPLICANT'S NAME & ADDRESS

ANCHORAGE LEGAL C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

BAILEY, LINDA LOUISE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366198

This certificate is issued for:

LOT G01 PLAN PS722836 ALSO KNOWN AS 1/114 HELEN STREET NORTHCOTE
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a MIXED USE ZONE
- is within a
 - DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
 - and a ENVIRONMENTAL AUDIT OVERLAY
 - and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 10
 - and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14
 - and a PUBLIC ACQUISITION OVERLAY 4
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD
- and a PUBLIC ACQUISITION OVERLAY 4

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 - C170dare

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

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

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

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

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

17 September 2024

Sonya Kilkenny
Minister for Planning

Property Clearance Certificate

Land Tax



INFOTRACK / ANCHORAGE LEGAL	Your Reference:	242135
	Certificate No:	79872337
	Issue Date:	12 SEP 2024
	Enquiries:	ESYSPROD

Land Address: UNIT 1, 114 HELEN STREET NORTHCOTE VIC 3070					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
43746663	G01	722836	11849	544	\$87.45

Vendor: LINDA BAILEY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS LINDA LOUISE BAILEY	2024	\$95,000	\$184.62	\$0.00	\$87.45

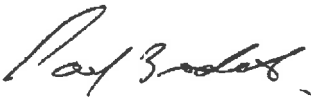
Comments: Land Tax of \$184.62 has been assessed for 2024, an amount of \$97.17 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse. Property is exempt: LTX Principal Place of Residence.

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 IMPROVED VALUE:	\$360,000
SITE VALUE:	\$95,000
CURRENT LAND TAX CHARGE:	\$87.45



Notes to Certificate - Land Tax

Certificate No: 79872337

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$500.00

Taxable Value = \$95,000

Calculated as \$500 plus (\$95,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79872337

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: 79872337

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / ANCHORAGE LEGAL

Your Reference: 242135
Certificate No: 79872337
Issue Date: 12 SEP 2024
Enquires: ESYSPROD

Land Address: UNIT 1, 114 HELEN STREET NORTHCOTE VIC 3070					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
43746663	G01	722836	11849	544	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$360,000
SITE VALUE:	\$95,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79872337

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANCHORAGE LEGAL

Your Reference: 242135
Certificate No: 79872337
Issue Date: 12 SEP 2024

Land Address: UNIT 1, 114 HELEN STREET NORTHCOTE VIC 3070

Lot	Plan	Volume	Folio
G01	722836	11849	544

Vendor: LINDA BAILEY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 79872337

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 79872339

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: 79872339

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anchorage Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 366198

NO PROPOSALS. As at the 12th September 2024, 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 1 114 HELEN STREET, NORTHCOTE 3070
CITY OF DAREBIN

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: 12th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74199116 - 74199116142144 '366198'