

DATED

2020

GORDAN DERBOGOSIJAN

('Vendor')

to

('Purchaser')

CONTRACT OF SALE OF REAL ESTATE

Property: 101/13-15 Goodson Street, Doncaster 3108



Ground Level, Suite 3
860 Doncaster Road
Doncaster East 3109
Telephone: (03) 9848 7827
Email: info@contourconveyancing.com.au

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.

Particulars of sale

Vendor's estate agent

Obrien Real Estate
98 South Parade, Blackburn, VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 98942044

Mob: 0411061796 Anthony Molinaro

Fax:

Ref:

Vendor

GORDAN DERBOGOSIJAN

101/13-15 Goodson Street, Doncaster, VIC 3108

Email:

Vendor's legal practitioner or conveyancer

Contour Conveyancing

860 Doncaster Road, Doncaster VIC 3108

Email: info@contourconveyancing.com.au

Tel: 03 9848 7827

Mob:

Fax:

Ref: TS:200737

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10996	Folio	815
		15	531963Y
Volume		Folio	

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **101/13-15 Goodson Street, Doncaster 3108**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings as inspected.

Payment (general condition 11)

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

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

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

Lease (general condition 1.1)

At settlement the purchaser is **entitled** to vacant possession of the property unless the words **'subject to lease'** appear in this box in which case refer to general condition 1.1.

If **'subject to lease'** then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force

Special condition 2 - Acceptance of title

General condition 12.4 is added:

- 12.4 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- 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
 - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- ensure payment of, the amount to the Commissioner in the manner required by the pay, or 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;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10 The vendor warrants that:
- 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
 - 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.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- personally, or
 - by pre-paid post, or
 - in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - by email.
- 17.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not ticked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 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
 - conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 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 lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day; or
 - at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - 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 Network Operator of settlement.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

9.1 In this special condition:

- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 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.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 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 30 days before the deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 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 special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

10.1 In this special 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 under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

10.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 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 special condition 10.3

10.5 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 special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

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

- (a) obtains a written report from a registered building practitioner 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 in then in default.

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

11.3 A notice under this special 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.

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

Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

13. Sale by Auction

- 13.1 If the Land is offered for sale by auction, then the following terms apply:
- (a) The Rules for the conduct of the auction are as set out in the Schedules to the Sale of Land Regulations 2005 (Vic). A copy of the relevant Rules are attached to this Contract.
 - (b) After the Land is knocked down, the Purchaser must immediately sign this Contract and pay the Deposit.
 - (c) If the Purchaser does not sign this Contract and pay the Deposit within 15 minutes after the sale (constituted by the auctioneer knocking the Land down to the Purchaser) the Land may at the Vendor's option, be resubmitted to auction, sold to another person or dealt with as the Vendor directs and the Vendor reserves the right to sue for damages.

Standard Rules for the Conduct of Public Auctions of Land

1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

Extra Conditions Applying to this Contract

- A. The Vendor has the right to fix an undisclosed reserve price.

If the highest bidder to whom the property is knocked down does not immediately execute the Vendor's Statement and the Contract and pay the Deposit, the Vendor shall have the right to resubmit the Property for sale either by auction or by private treaty and the defaulting highest bidder shall be responsible for any damages and costs and shall have no interest, legal or equitable in the Property

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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 predominately 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.
- 7.6 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 7.5 if –
 - (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(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.
- 7.11 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.
- 7.12 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 7.11
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

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

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is 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.

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of
 and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) **Director (Sign)**
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) **Director (Sign)**
)
 Witness.....)

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(If yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently, the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

GORDAN DERBOGOSIJAN

('Vendor')

to

('Purchaser')

VENDOR'S STATEMENT

Property: 101/13-15 Goodson Street, Doncaster 3108



Ground Level, Suite 3
860 Doncaster Road
Doncaster East 3109
Telephone: (03) 9848 7827
Email: info@contourconveyancing.com.au

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	101/13-15 Goodson Street, Doncaster 3108
-------------	--

Vendor's name	Gordan Derbogosijan	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)

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 within the meaning of regulations made under 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:

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

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:

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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*.

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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)



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VOLUME 10996 FOLIO 815

Security no : 124082341775Y
Produced 27/03/2020 11:03 AM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 531963Y.
PARENT TITLES :
Volume 08631 Folio 078
Volume 08631 Folio 103 to Volume 08631 Folio 104
Created by instrument PS531963Y 06/03/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GORDAN DERBOGOSIJAN of 38A HELSTON STREET BALWYN NORTH VIC 3104
AN344697B 06/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN344698Y 06/12/2016
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE924912V 28/02/2007

DIAGRAM LOCATION

SEE PS531963Y 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 101 13-15 GOODSON STREET DONCASTER VIC 3108

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 06/12/2016

OWNERS CORPORATIONS



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The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS531963Y

DOCUMENT END

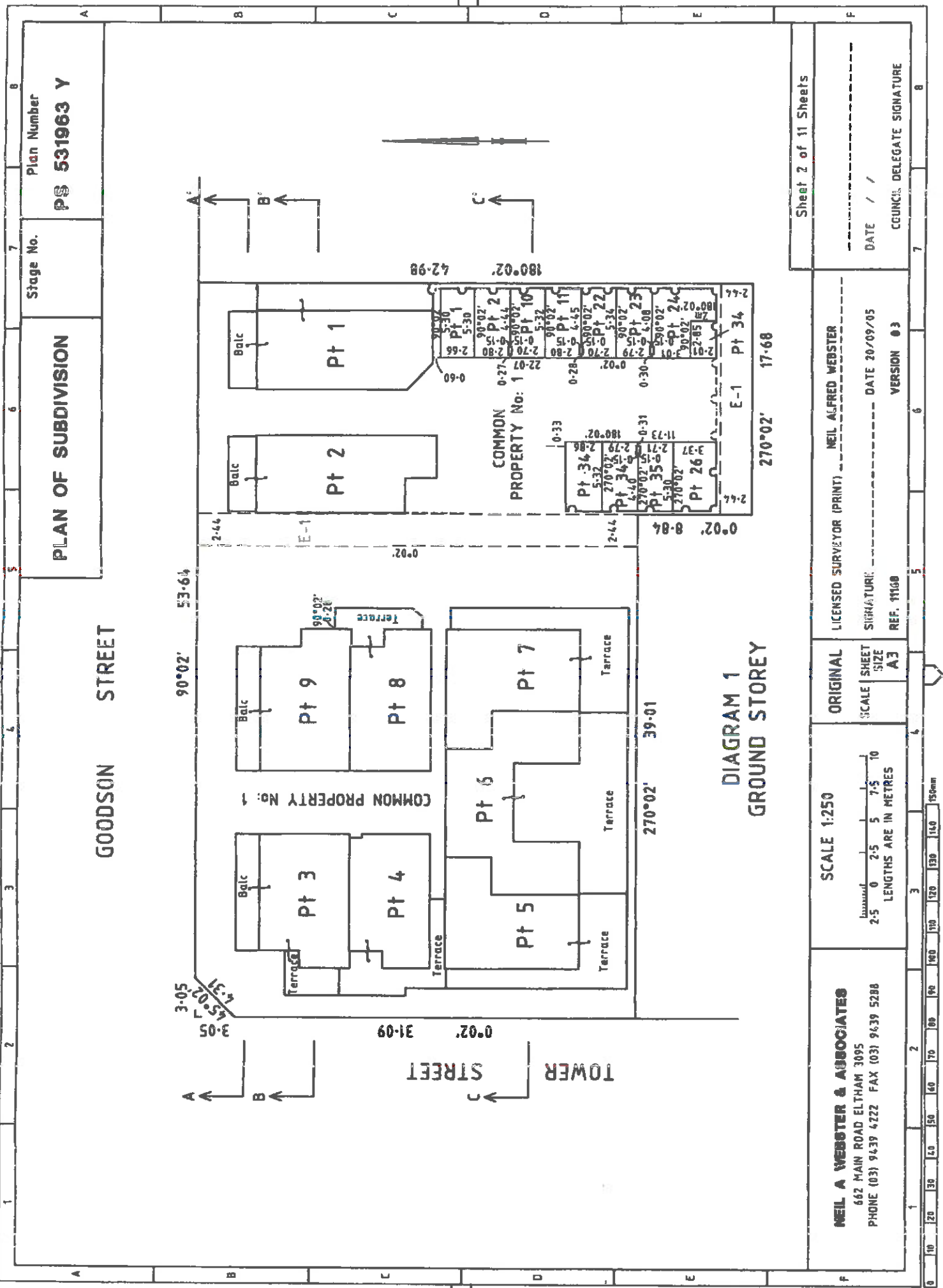


DIAGRAM 1
GROUND STOREY

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 531963 Y

Sheet 2 of 11 Sheets

DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

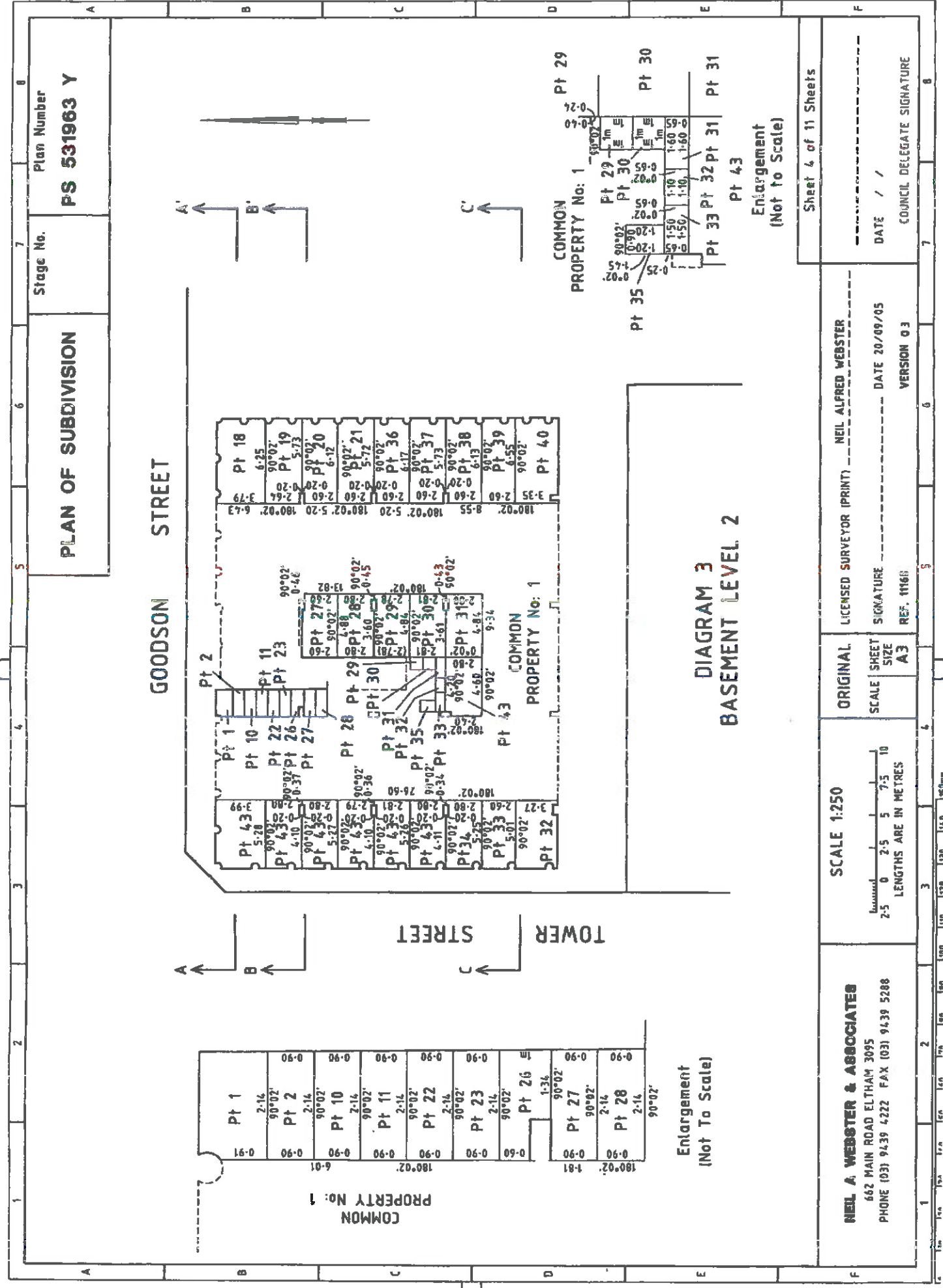
SIGNATURE: _____ DATE 20/09/05
VERSION 03

ORIGINAL

SCALE 1:250
SHEET SIZE A3
LENGTHS ARE IN METRES

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





Plan Number
PS 531963 Y

Stage No.

PLAN OF SUBDIVISION

GOODSON STREET

TOWER STREET

**DIAGRAM 3
BASEMENT LEVEL 2**

Enlargement
(Not To Scale)

Enlargement
(Not to Scale)

Sheet 4 of 11 Sheets

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____ DATE / /

DATE 20/09/05

VERSION 03

ORIGINAL

SCALE

SHEET SIZE
A3

SCALE 1:250



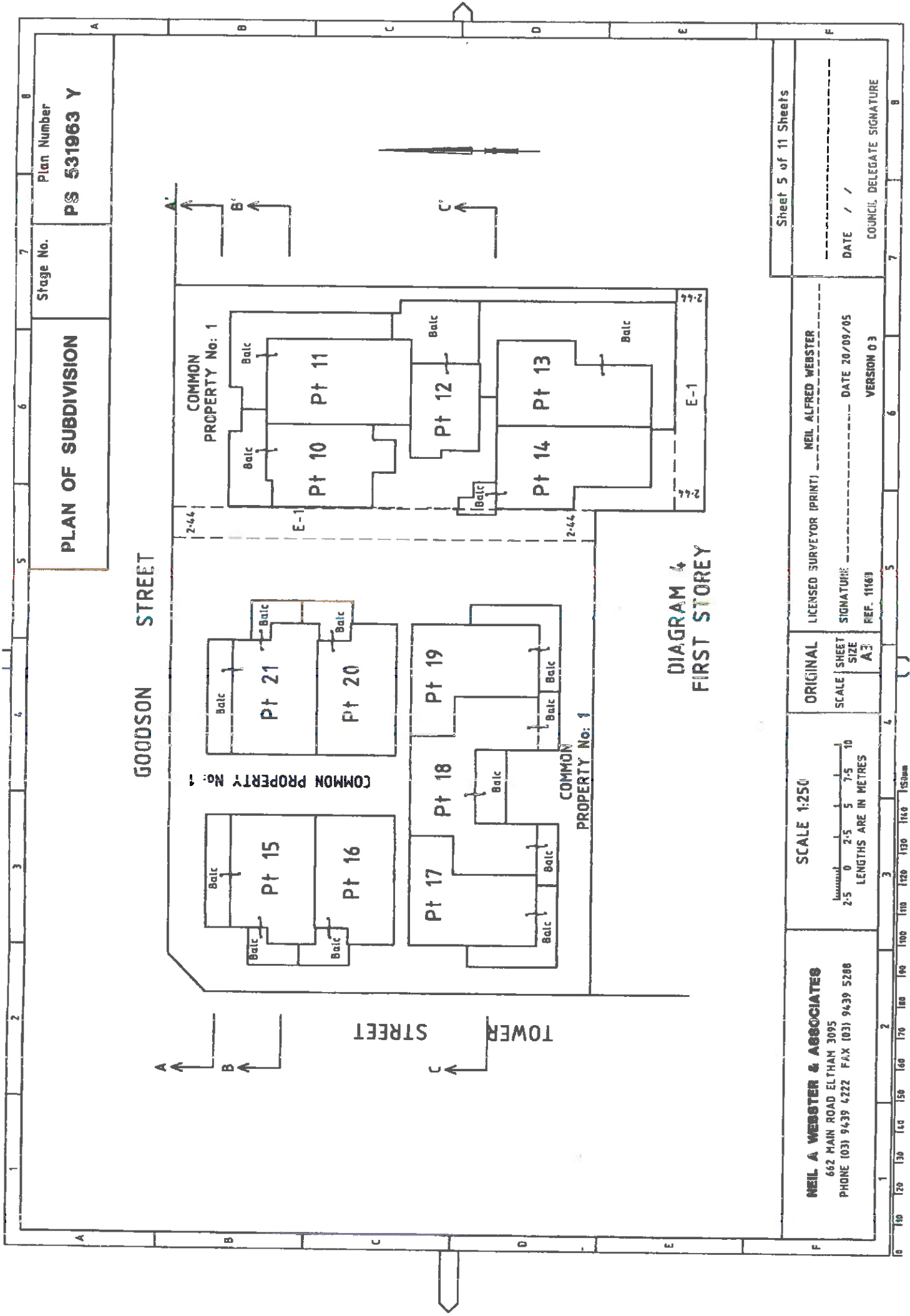
NEIL A. WEBSTER & ASSOCIATES

662 MAIN ROAD ELTHAM 3095

PHONE (03) 9439 4222 FAX (03) 9439 5288

1 2 3 4 5 6 7 8

A B C D E F



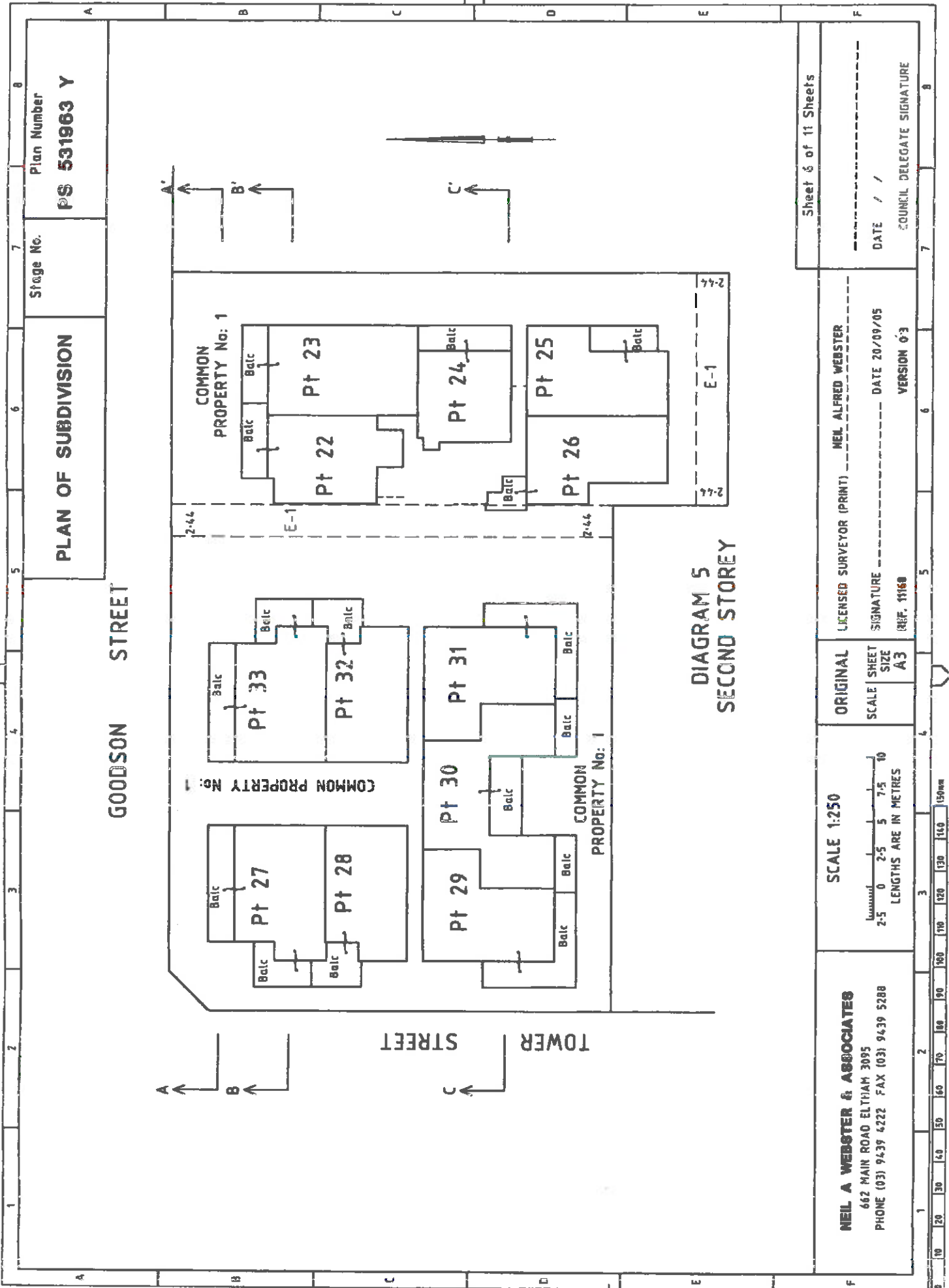
PLAN OF SUBDIVISION
 Stage No. _____ Plan Number **PS 531963 Y**

GOODSON STREET

TOWER STREET

**DIAGRAM 4
 FIRST STOREY**

NEIL A WEBSTER & ASSOCIATES 662 MAIN ROAD ELTHAM 3095 PHONE (03) 9439 4222 FAX (03) 9439 5286		SCALE 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE A3		LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER SIGNATURE: _____ DATE 20/09/05 REF. 111603 VERSION 03		Sheet 5 of 11 Sheets DATE / / COUNCIL DELEGATE SIGNATURE	
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 531963 Y

**DIAGRAM 5
SECOND STOREY**

Sheet 6 of 11 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE

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SIGNATURE _____ DATE 20/09/05
REF. 11168 VERSION 03

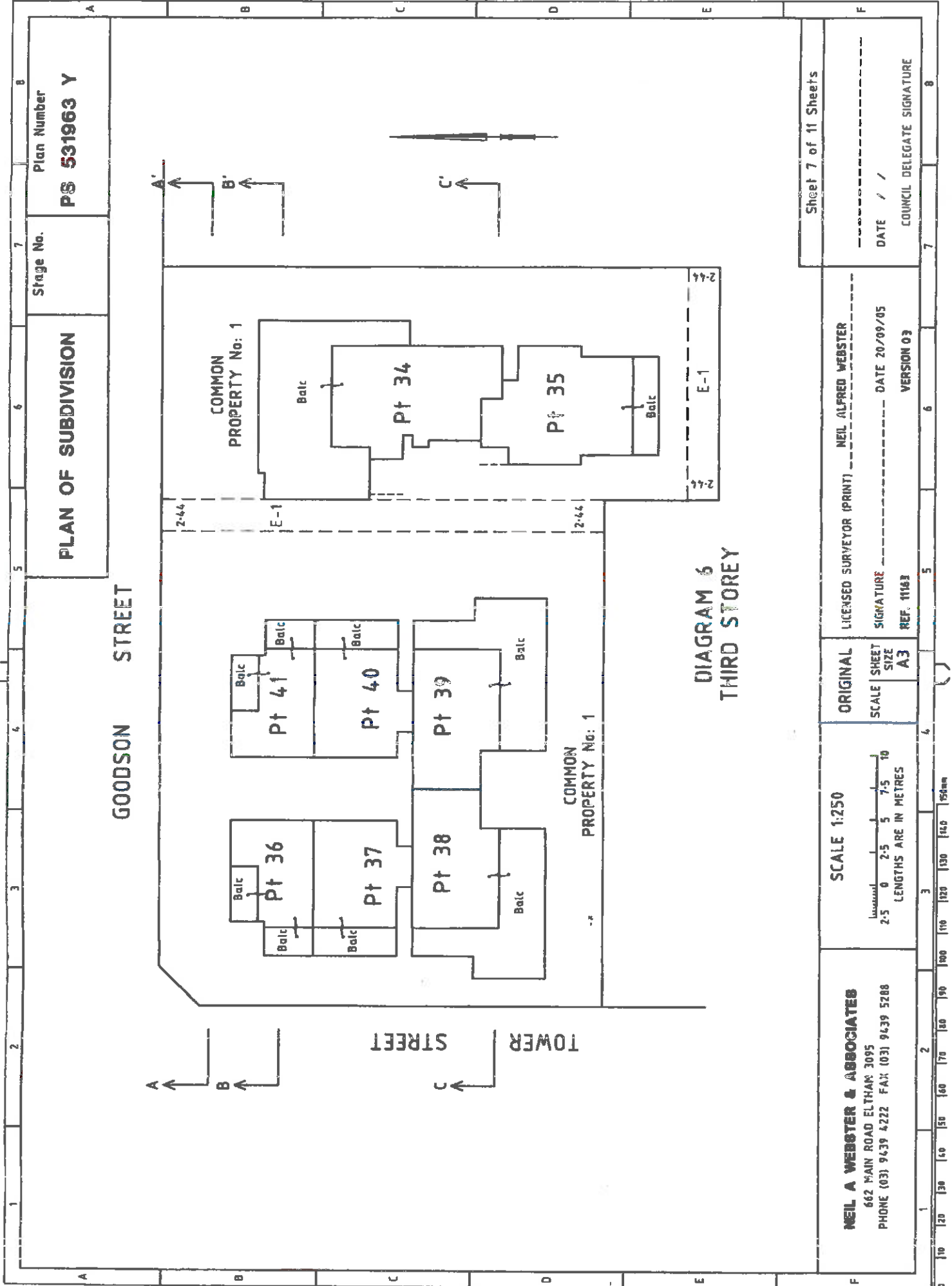
ORIGINAL
SCALE SHEET SIZE
A3

SCALE 1:250

GRAPHIC SCALE
2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

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

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



**DIAGRAM 6
THIRD STOREY**

PLAN OF SUBDIVISION
 Stage No. **PS 531963 Y**
 Plan Number

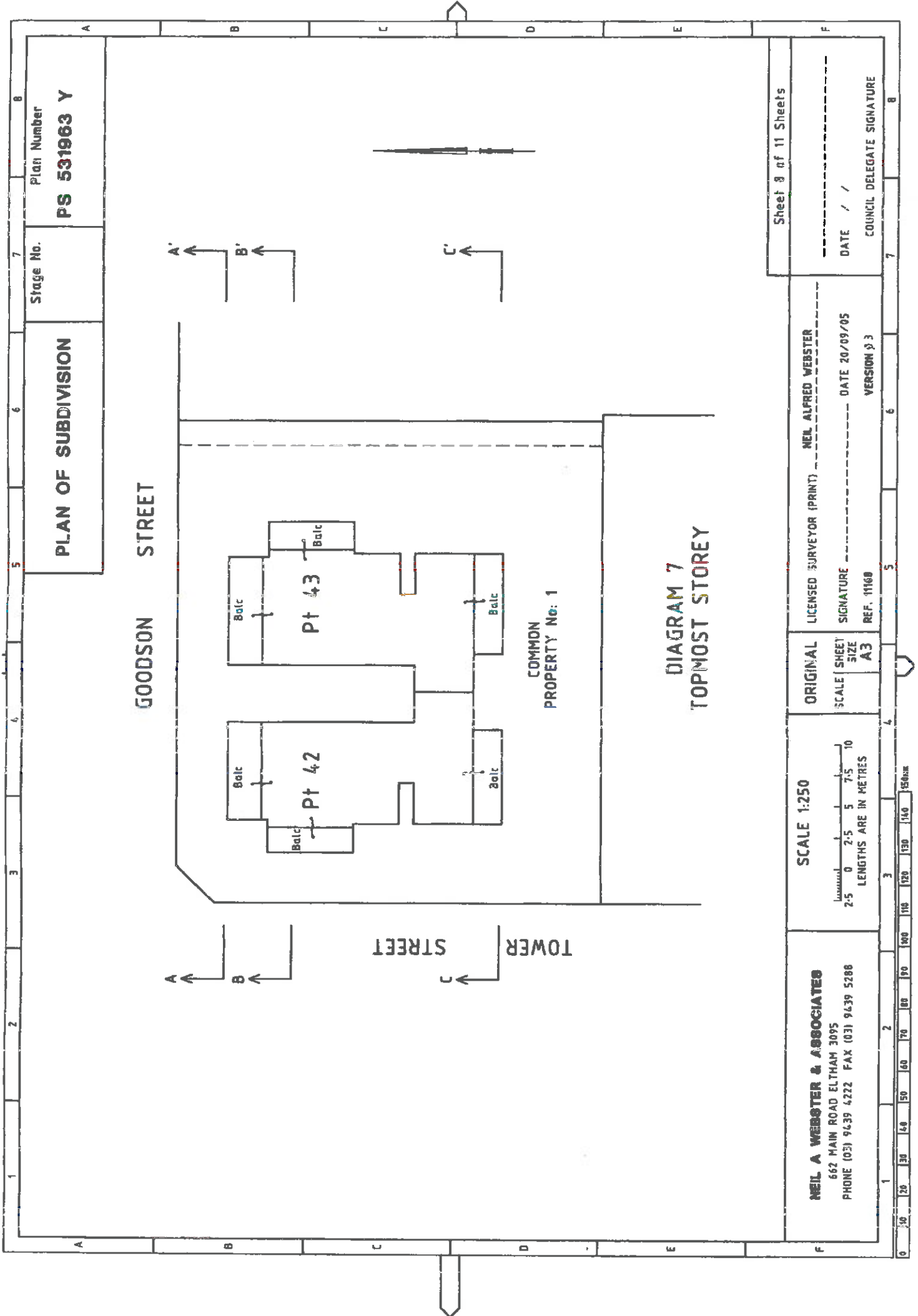
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 SIGNATURE _____ DATE 20/09/05
 REF. 11163 VERSION 03

SCALE 1:250
 ORIGINAL SCALE SHEET SIZE A3
 LENGTHS ARE IN METRES

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





PLAN OF SUBDIVISION

Stage No.

PS 531963 Y

Plan Number

**DIAGRAM 7
TOPMOST STOREY**

COMMON
PROPERTY No: 1

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

SCALE 1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE (SHEET SIZE)
A3

LICENSED SURVEYOR (PRINT)

NEIL ALFRED WEBSTER

SIGNATURE

DATE 20/09/05

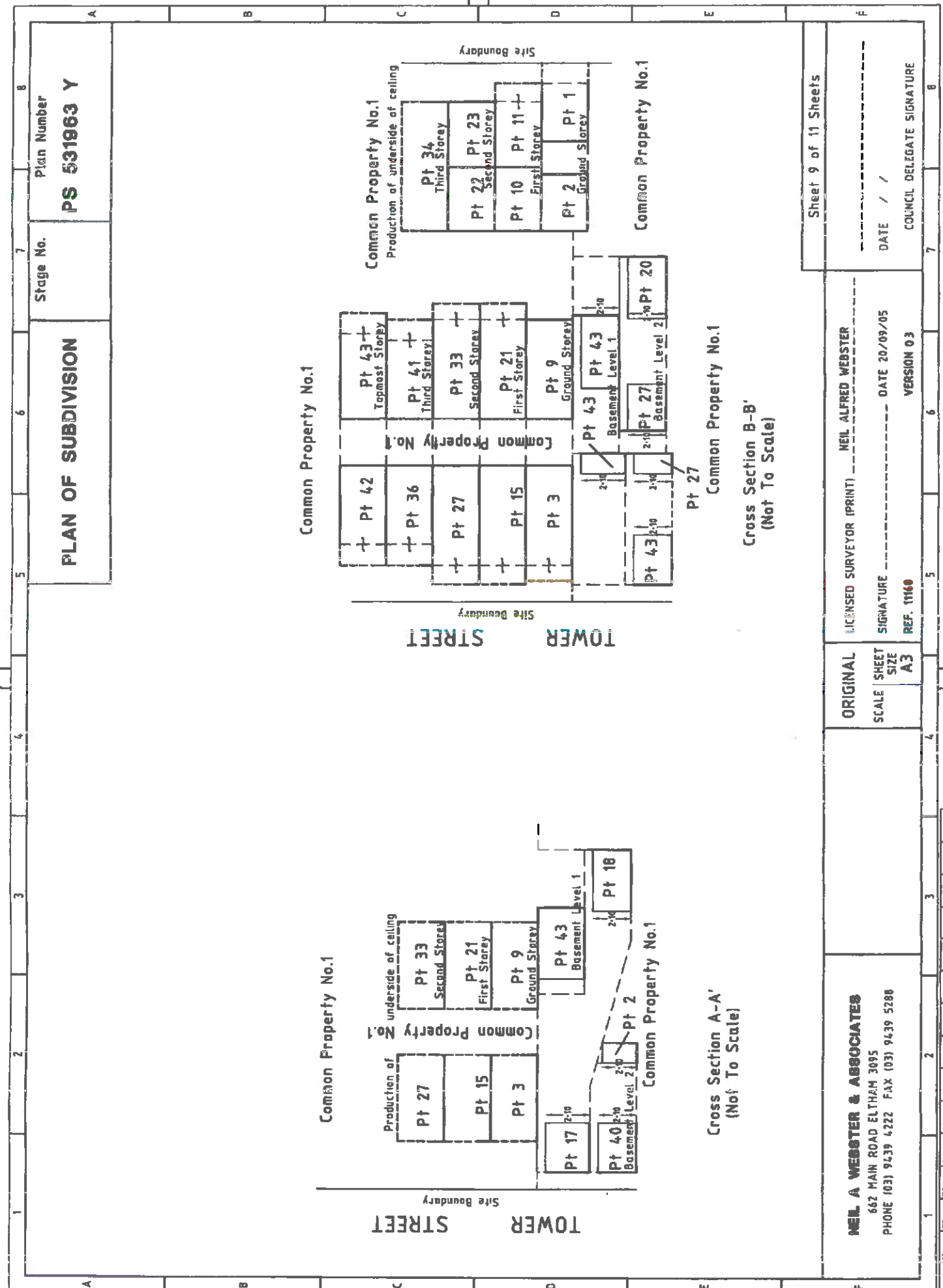
VERSION 0.3

Sheet 8 of 11 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE





PLAN OF SUBDIVISION
 Stage No. PS 531963 Y

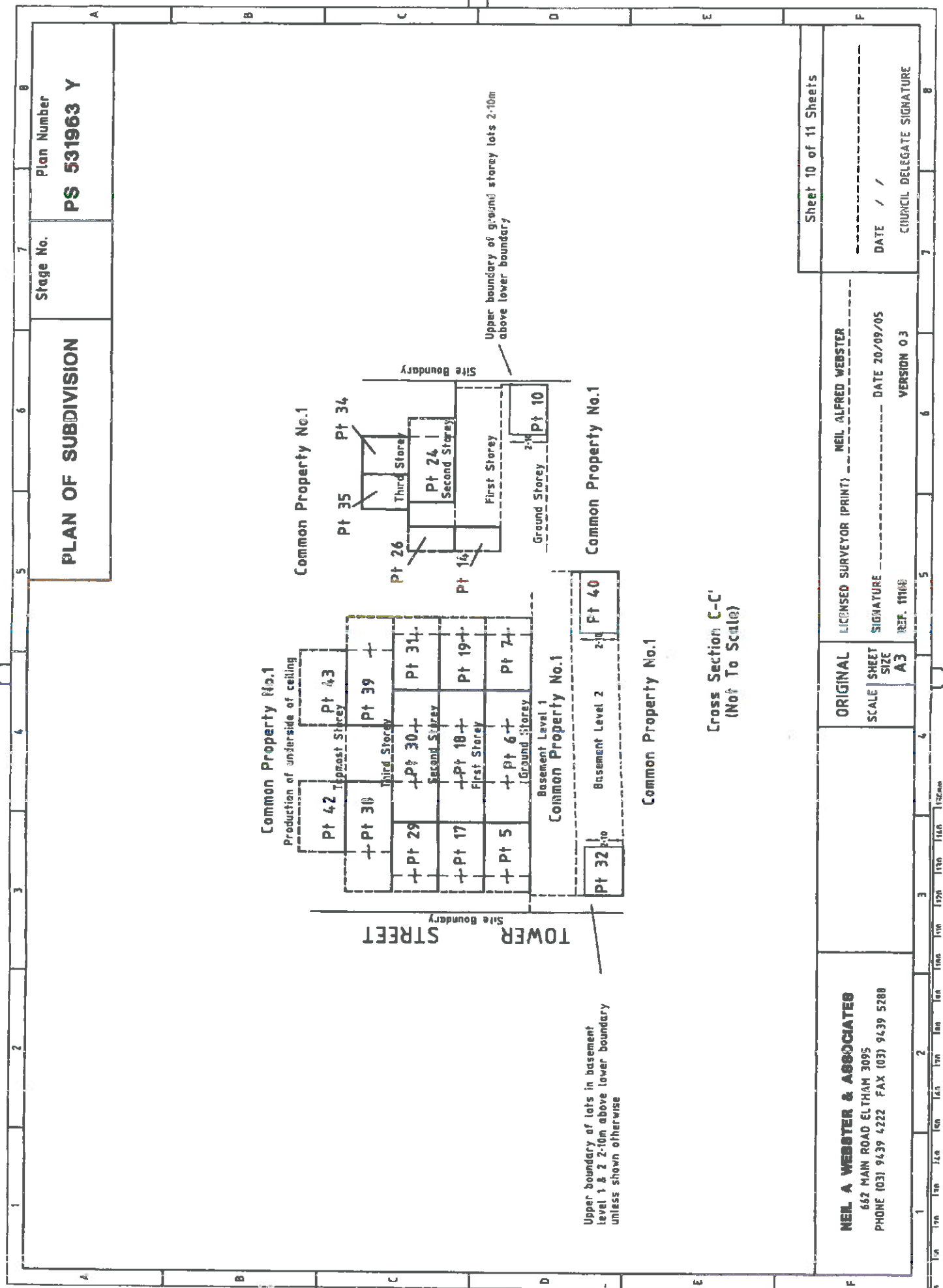
Sheet 9 of 11 Sheets
 DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENCED SURVEYOR (PRINT) NEIL ALFRED WEBSTER
 SIGNATURE
 REF. 11160
 DATE 20/09/05
 VERSION 03

ORIGINAL
 SCALE SHEET SIZE
 A3

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

1 2 3 4 5 6 7 8
 1 2 3 4 5 6 7 8



Sheet 10 of 11 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____ DATE 20/09/05

REF. 11111E VERSION 03

ORIGINAL

SCALE SHEET SIZE

A3

NEIL A WEBSTER & ASSOCIATES

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS531963Y

The land in PS531963Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 43.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
13/222 KINGS WAY SOUTH MELBOURNE VIC 3205

AJ953616S 08/10/2012

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AF244984A 02/08/2007

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	24	24
Lot 2	22	22
Lot 3	22	22
Lot 4	20	20
Lot 5	21	21



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/03/2020 11:04:39 AM

OWNERS CORPORATION 1
PLAN NO. PS531963Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	30	30
Lot 7	21	21
Lot 8	20	20
Lot 9	22	22
Lot 10	20	20
Lot 11	25	25
Lot 12	18	18
Lot 13	20	20
Lot 14	20	20
Lot 15	22	22
Lot 16	20	20
Lot 17	21	21
Lot 18	28	28
Lot 19	21	21
Lot 20	20	20
Lot 21	22	22
Lot 22	20	20
Lot 23	25	25
Lot 24	18	18
Lot 25	20	20
Lot 26	20	20
Lot 27	22	22
Lot 28	20	20
Lot 29	21	21
Lot 30	28	28
Lot 31	22	22
Lot 32	20	20
Lot 33	22	22
Lot 34	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS531963Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	29	29
Lot 36	18	18
Lot 37	18	18
Lot 38	22	22
Lot 39	22	22
Lot 40	18	18
Lot 41	18	18
Lot 42	44	44
Lot 43	44	44
Total	1000.00	1000.00

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

Statement End.

AE924912V

28/02/2007 \$94.60 173



SECTION 173 AGREEMENT

Dated

22 FEBRUARY, 2007.

Parties

MANNINGHAM CITY COUNCIL

and

**TOWER RISE APARTMENTS PTY LTD
ACN 102 497 852**





THIS AGREEMENT is made the 22nd day of FEBRUARY, 2007.

PARTIES:

MANNINGHAM CITY COUNCIL of 699 Doncaster Road, Doncaster, Victoria (the "Responsible Authority"); and

TOWER RISE APARTMENTS PTY LTD ACN 102 497 852 of c/- Burstin Partners Pty Ltd, Level 2, 370 Glenhuntly Road, Elsternwick, Victoria ("Tower Rise").

RECITALS:

- A. Tower Rise is the registered proprietor of an estate in fee simple of the Land known as Lots 33 & 34 on Plan of Subdivision No. 067820 and being all that land contained in Certificates of Title Volume 8631 Folio 103 & Volume 8631 Folio 104 respectively and Lot 6 on Plan of Subdivision No. 61030 and being all that land contained in Certificate of Title Volume 8631 Folio 078 situated and known as 18-20 Tower Street Doncaster [hereinafter referred to as "the Land"]
- B. The Responsible Authority is responsible for the administration of the Manningham Planning Scheme pursuant to the provisions of the Planning and Environment Act 1987.
- C. On 19 January 2004 Planning Permit No. PL02/013446 [hereinafter referred to as "the Planning Permit "] was issued by the Responsible Authority, permitting the demolition of a heritage dwelling and fence {HO 188} and the construction of a four storey and five storey

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apartment building comprising forty five {45} dwellings and associated basement carparking and landscaping, and to reduce the car parking numbers required by the Planning Scheme, in accordance with the Endorsed Plans and associated documentation, conditional, inter alia, upon the execution by the parties and registration of this Agreement pursuant to Sections 173 and 181 of the Planning and Environment Act 1987.

D. Condition 6 of the Planning Permit requires Tower Rise to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.

E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AD706510T and AD706511R in favour of the Mortgagees. The Mortgagees have consented to Tower Rise entering into this Agreement with respect of the Land.

F. The parties enter into this Agreement:-

- i. To give effect to the requirements of the Planning Permit; and
- ii. To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

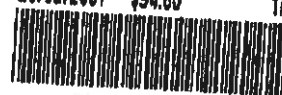
COMMENCEMENT

1. Pursuant to Section 176 of the Planning and Environment Act 1987 the provisions of this agreement shall come into effect upon the date of its execution by the parties

AE924912V

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INTERPRETATIONS AND DEFINITIONS

2. INTERPRETATION

2.1 General Interpretation

In this Agreement, unless the context otherwise requires:

- (1) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provisions;
- (2) the singular includes the plural and vice versa;
- (3) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, Panel, state or government, or vice versa;
- (4) a reference to any gender includes all genders;
- (5) a reference to a recital, clause, schedule, annexure or exhibit of or to this Agreement is a reference to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (6) a recital, schedule, annexure or a description of the parties contained in this Agreement forms part of this Agreement;
- (7) a reference to any Agreement or document is a reference to that Agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (8) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (9) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning.



(10) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and its is defined in the Act it has the meaning as defined in the Act.

(11) The obligations of Tower Rise under this Agreement, will take effect as separate and several covenants which are annexed to and, run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

2.2 Definitions

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

"the Land" means the land described in Recital A.

"Responsible Authority" means the Manningham City Council.

"the Planning Scheme" means the Manningham Planning Scheme.

"Act" means the Planning and Environment Act 1987.

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

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

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“lot” means a lot on the Endorsed Plan.

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

“party or parties” means Tower Rise and the Responsible Authority under this Agreement as appropriate.

“Dwelling” has the meaning ascribed to it in the Manningham Planning Scheme.

2.3 Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

COVENANTS AND OBLIGATIONS

3. Tower Rise covenants and agrees that:

(a) **Sustainability Management Plan**

It shall implement and maintain the Sustainability Management Plan endorsed from time to time by the Responsible Authority pursuant to Condition 4 of the Planning Permit to the satisfaction of the Responsible Authority;

(b) **Landscaping Plan**

It shall implement and maintain the Landscaping Plan endorsed from time to time by the Responsible Authority pursuant to Condition 7 of the Planning Permit to the satisfaction of the Responsible Authority;

(c) **Screening of Habitable Room Windows and Balconies**

It shall, prior to the dwellings being occupied, screen all habitable room windows and balconies within 9 metres of another habitable room window or private open

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space area, whether on or off the Land, and retain and maintain such screening to the satisfaction of the Responsible Authority;

(d) Low Impact Telecommunication Facilities

It shall not construct or erect, nor permit the construction or erection of any low impact telecommunication facility on the land without the prior written consent of the Responsible Authority;

(e) On-Site Storm Water Facility

It shall maintain the On-Site Storm Water Facility required to be provided by Condition 17 of the Planning Permit to the satisfaction of the Responsible Authority;

(f) Air-Conditioning and Water Heating Units

It shall not install nor permit the installation of any Air-Conditioning and Water Heating Units on any balconies on any lot;

(g) On-Site Waste Management

It shall implement and carry out the management of on-site waste on the Land in accordance with the requirements of the Waste Management Report approved and endorsed from time to time by the Responsible Authority pursuant to Condition 3 of the Planning Permit to the satisfaction of the Responsible Authority;

(h) Car Parking Spaces

It shall at all times provide the car parking spaces shown on the Endorsed Plans of the Planning Permit and ensure that such spaces are at all times maintained and available for such use and not used for any other purpose all to the satisfaction of the Responsible Authority;

(i) Post-Reception Study

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It shall undertake the Post-Reception Study required to be undertaken pursuant to Condition 13 of the Planning Permit and implement the recommendations of such Study to the satisfaction of the Responsible Authority.

NOTICES

- 4. Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the parties at the addresses noted in this Agreement.

GENERAL

AGREEMENT UNDER SECTION 173 OF THE ACT

- 5. Tower Rise and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and the obligations imposed on Tower Rise, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land.

OWNER'S WARRANTIES

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

SUCCESSORS IN TITLE

- 7. Without limiting the operation or effect which this Agreement has Tower Rise must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title, assignees and transferees shall be required to:



- [i] give effect to and do all acts and sign all documents which will require those successors, assignees and transferees to give effect to this Agreement; and
- [ii] execute a deed agreeing to be bound by the terms of this Agreement;

and prior to such persons becoming the registered proprietors for the time being of the land.

REGISTRATION OF AGREEMENT

- 8. The Responsible Authority and Tower Rise shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

NOTIFICATION TO SUCCESSORS IN TITLE

- 9. Tower Rise shall not sell, transfer, assign or otherwise part with possession of the Land, or any part or parts thereof without first disclosing to the intending purchaser, transferee or assignee the existence and nature of this Agreement.

ALTERNATIVE DISPUTE TRIBUNAL

- 10. (1) In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matter shall be and is hereby referred to an arbitrator agreed upon in writing by the parties,

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or, in the absence of such agreement to the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or his nominee, for Arbitration.

- (2) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers or any public authority and a dispute arises in relation thereto, such dispute will be referred to the Tribunal in accordance with Section 149 of the Act.
- (3) The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in sub-clauses (1) and (2) and, unless the said Arbitrator, Chairman, Nominee or the Tribunal shall otherwise direct, each party will bear its own costs in relation thereto.

FURTHER ASSISTANCE

- 11. Tower Rise and the Responsible Authority will, respectively sign and execute all such further documents and deeds and do all acts and things as any other party reasonably requires in order to bring this Agreement into effect.

JURISDICTION

- 12. For the purpose of this Agreement Tower Rise and the Responsible Authority acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

SEVERABILITY

- 13. In the event that this Agreement is not held to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.



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

WAIVER

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

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

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

AE924912V

28/02/2007 \$94.60 173



EXECUTED as a Deed.

THE COMMON SEAL of MANNINGHAM CITY COUNCIL was hereunto affixed)
in the presence of:)

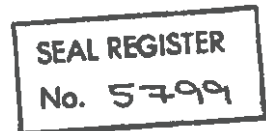


Mayor/Councillor

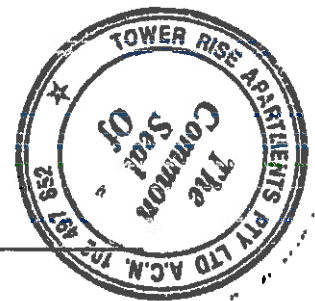
[Signature]

Lydia Wilson

Chief Executive



EXECUTED by TOWER RISE APARTMENTS PTY LTD ACN 102 497 852 in accordance with Section 127 of the Corporations Law:



[Signature]
Sole Director / Company Secretary

Director

Victor Kamal
Name of Director/Company Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

AE924912V
28/02/2007 \$94.60 173

Perpetual Nominees Limited as Mortgagee of Registered mortgage No. AD706510T consents to Tower Rise entering into this Agreement and in the event that the Mortgage becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement. *Perpetual Nominees Limited executes this Mortgagee's Consent only in its capacity as agent of MFS Investment Management Limited ACN 101 634 146. Its liability is limited in accordance with the terms of clause 28 of registered Mortgage Number AD706510T.*

Signed in my presence for and on behalf of Perpetual Nominees Limited
(A.C.N. 000 733 700.....) by its Attorneys..... Carmel Rose

and..... Delomi Annette Murray

who are personally known to me and each of whom declares that he/shn has been duly appointed by the Board of Directors of that company as an Attorney of the company for the purposes of the Power of Attorney dated 12.3.07, a certified copy of which is filed in Permanent Order Book No. 211..... Page 215..... and that he/she has no notice of the revocation of his/her powers. Assistant Manager

[Signature]
Signature of Witness
Rouley Senior

[Signature]
Signature of Attorney
Assistant Manager

Full Name of Witness

Signature of Attorney

Account Executive
Level 12 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9225 5000

MFS Pacific Finance Limited as Mortgagee of registered mortgage No. AD706511R consents to Tower Rise entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[Signature]
CWA
CARIA WHITE

[Signature]
DAY
DAVID ANDERSON

AE924912V

MANNINGHAM PLANNING SCHEME
Manningham City Council (Responsible Authority)

28/02/2007 \$94.60 173


PLANNING PERMIT

Permit No.: PL02/013446

ADDRESS OF THE LAND

18-20 Tower Street DONCASTER Lot 33 & 34 LP 67820 and Lot 6 LP 61030

THE PERMIT ALLOWS

To demolish a heritage dwelling and fence (HO168) and the construction of a four storey and five storey apartment building comprising forty five (45) dwellings and associated basement car parking and landscaping, and to reduce the car parking numbers required by the Planning Scheme, in accordance with the endorsed plans and associated documentation.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. Before the development (including demolition) starts, two copies of amended plans drawn to scale and dimensioned, must be submitted to and approved by the Responsible Authority. ~~When approved the plans will be endorsed and will then form part of the permit.~~

The plans must be generally in accordance with the amended plans circulated 24th December 2003 (TPA02 – TPA023, dated 27th August 2003) prepared by Petridis Cornetta, but modified to show:

- 1.1. Additional articulation to the 5 storey building to reduce bulk when viewed from Tower Street and Goodson Street, including an increase in setbacks at the upper two levels, to the satisfaction of the Responsible Authority;
- 1.2. Any alterations to buildings and works required by the sustainability initiatives identified in the Sustainability Management Plan required by Condition 4;
- 1.3. Any alterations to buildings and works required by the Waste Management Plan required by Condition 3;
- 1.4. A colour photo montage record of the existing Heritage Place HO168 including the interior and exterior of the dwelling, the garden and fence;
- 1.5. A development summary that includes:
 - 1.5.1. Site area, total number of dwellings and site density calculations;
 - 1.5.2. Total number of car parking spaces on site and allocation per apartment;

Date: 19 January 2004


Simon Mitchell
Signature for the Responsible Authority

Date Issued:

30 JAN 2004

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

AE924912V

WHEN DOES A PERMIT BEGIN?

28/02/2007 \$94.60 173



A permit operates

- ◆ from the date specified in the permit, or
- ◆ if no date is specified, from
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if
 - ◆ the development or any stage of it does not start within the time specified in the permit, or
 - ◆ the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - ◆ the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation, under the *Subdivision Act 1988*.
2. A permit for the use of land expires if
 - ◆ the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - ◆ the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if
 - ◆ the development or any stage of it does not start within the time specified in the permit; or
 - ◆ the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - ◆ the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - ◆ the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision -
 - ◆ the use or development of any stage is to be taken to have started when the plan is certified; and
 - ◆ the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- ◆ The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil & Administrative Tribunal where, in which case no right of appeal exists.
- ◆ An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- ◆ An appeal is lodged with the Victorian Civil & Administrative Tribunal.
- ◆ An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil & Administrative Tribunal, and be accompanied by the prescribed fee.
- ◆ An appeal must state the grounds upon which it is based.
- ◆ An appeal must also be served on the Responsible Authority.
- ◆ Details about appeals and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal.



- 1.5.3. Building site coverage; and,
- 1.5.4. Total area of any communal open spaces.
- 1.6. Each apartment to have a minimum 8 square metre sized balcony with minimum 1.6 metre dimension, accessible from a living area;
- 1.7. Location and details of any vegetation to be retained;
- 1.8. Relative levels;
- 1.9. Spot ground levels within the site and on adjoining lots;
- 1.10. Setbacks from boundaries and to adjoining existing dwellings;
- 1.11. The location of all plant and other equipment;
- 1.12. Details of communal lighting, letterboxes and service pathways providing access through out the site;
- 1.13. The changes to basement car parking and access recommended in the traffic evidence prepared by Andrew O'Brien and Associates and presented at the hearing of Application for Review P1000/2003 but so as to comply with all relevant Australian Standards to the satisfaction of the Responsible Authority;
- 1.14. Day lighting and cross ventilation to all apartments to the satisfaction of the Responsible Authority;
- 1.15. The total building height measured from natural ground level to the roof or parapet at intervals across the site. The plans must demonstrate that the four storey building has a total building height of 12.5 metres and the five storey building has a total building height of 14.5 metres;
- 1.16. The relationship of the proposed buildings to natural ground level, showing dimensions and location of any proposed cut or fill and methods of retaining any cut or fill;
- 1.17. Details of any proposed fencing,
- 1.18. Details of all entry point treatments;
- 1.19. Section plans detailing total building height, wall heights and details of all cut and fill required;
- 1.20. Sightline plans that demonstrate that all habitable room windows and balconies within 9 metres of another habitable room window or private open space area, whether on or off site, are screened to the satisfaction of the Responsible Authority;
- 1.21. A schedule of all external materials and finishes showing the materials, colour and finish of all external walls, roof, fascias, window frames, and paving (including car

Date: 19 January 2004


Simon Mitchell
Signature for the Responsible Authority

Date Issued:

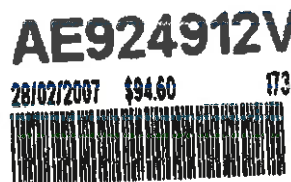
- 25. The car parking area must be sign posted to the satisfaction of the Responsible Authority.
- 26. Once the permitted development has commenced it must be continued and completed to the satisfaction of the Responsible Authority.
- 27. This permit will expire if one of the following circumstances applies:
 - 27.1. The development is not commenced within two years of the issue date of this permit.
 - 27.2. The development is not completed within four years of the issue date of this permit.

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

Note 1: Before the dwellings are occupied, the development must be completed to the satisfaction of the Responsible Authority. The Responsible Authority must be advised in writing when all construction and works are completed to enable the site to be inspected.

Note 2: Before the construction of any vehicle crossings or connection to any other Council-maintained asset, a Miscellaneous Works Permit must be obtained from the Manningham City Council.

This permit was issued at the direction of the Victorian Civil and Administrative Tribunal Planning List in accordance with the Order dated 19 January 2004, VCAT reference P1000/2003.



Date: 19 January 2004



Simon Mitchell
Signature for the Responsible Authority

Date Issued:

Before the dwellings are occupied, application must be made to the Registrar of Titles to register the agreement under Section 181 of the Act. This agreement must be prepared executed and registered at the owner's expense.

7. Before the development starts, a landscaping plan prepared by a landscape architect or person of approved competence must be submitted to the Responsible Authority for approval. The plan must be generally in accordance with the approved endorsed plan, and must show species, locations, approximate height and spread of proposed planting and the retention of existing trees and shrubs, where appropriate, and provide the following to the satisfaction of the Responsible Authority:
 - 7.1. Screen planting to a minimum height of 1.5 metres when planted along the eastern side boundary and rear southern boundaries; and
 - 7.2. An in-ground, automatic watering system to the main garden areas.
8. Prior to the release of the endorsed plan, a \$10,000 cash bond or bank guarantee must be lodged with the Responsible Authority to ensure the completion and maintenance of landscaped areas and such bond or bank guarantee will only be refunded or discharged after a period of 13 weeks from the completion of all works, provided the landscaped areas are being maintained to the satisfaction of the Responsible Authority.
9. Before the dwellings are occupied, or by such later date as is approved in writing by the Responsible Authority, the landscaping works shown on the endorsed plan must be carried out and completed to the satisfaction of the Responsible Authority.
10. Before the development (including demolition) starts, all existing vegetation shown on the endorsed plan/s as to be retained must:
 - 10.1. Be marked with plastic tape and provided with a protective barrier erected a minimum of 1.0 metre from the vegetation. Such barriers must remain in place and in good condition to the satisfaction of the Responsible Authority until construction is completed; and
 - 10.2. Be mulched to a depth of 100-150mm and in the case of a tree specimen, to a distance of one metre from the edge of the canopy.
11. No vehicular or pedestrian access, fencing, soil excavation, storage, dumping of tools, equipment or waste is to occur within the area inside the protective barrier without the written consent of the Responsible Authority.
12. The owner must ensure that contractors/tradespersons who install services or work near the vegetation to be retained are made aware of the need to preserve the vegetation and to minimise impacts through appropriate work practices so as to comply with Conditions 10 and 11.
13. Before the development starts, a study must be undertaken to identify the existing television and microwave reception / transmission available to properties within a 100 metre radius of the land. Within three (3) months of completion of the development, a further study must be undertaken and the recommendations of this study implemented to

Date: 19 January 2004

AE924912V
 28/02/2007 \$94.60 173



 Simon Mitchell
 Signature for the Responsible Authority

Date Issued:

AE924912V



park surfacing) to the satisfaction of the Responsible Authority;

1.22. Correctly proportioned streetscape elevations showing the development in the context of adjoining buildings.

- 2 The development as shown on the endorsed plan and accompanying documentation must not be altered without the written consent of the Responsible Authority.
- 3 Before the development begins, a report detailing on-site waste management and recycling in accordance with Council's Waste Management Strategy to the satisfaction of the Responsible Authority for approval. When approved, the report will be endorsed accordingly and will then form part of the permit.
- 4 Before the development starts, a Sustainability Management Plan prepared in accordance with the Doncaster Hill Strategy (October 2002) and the Clause 22.13 'Doncaster Hill Activity Centre Sustainability Management Plan Policy' contained in Amendment C33 to the Manningham Planning Scheme to the satisfaction of the Responsible Authority must be submitted to the Responsible Authority for approval. When approved the plan will be endorsed and will then form part of the permit.
- 5 Before the development starts, confirmation must be supplied to the satisfaction of the Responsible Authority that the Covenants affecting the subject land have been removed including provision of registration details from the Land Titles Office.
- 6 Before the development starts, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act 1987* to provide for the following:
 - 6.1. The ongoing implementation of the Sustainability Management Plan prepared under Condition 4 of this permit;
 - 6.2. The ongoing maintenance of landscaping of the site in accordance with Condition 7 and the retention of window and balcony screening required by Condition 1.20;
 - 6.3. The owner will not construct or erect, nor will permit the construction or erection of any low impact telecommunications facility on the land without the prior written consent of the Responsible Authority;
 - 6.4. The maintenance to the satisfaction of the Responsible Authority of the detention facility required by Condition 17;
 - 6.5. No air conditioning or water-heating units to be installed on balconies.
 - 6.6. Waste management in accordance with Condition 3;
 - 6.7. The retention of car parking spaces for car parking purposes at all times; and,
 - 6.8. The undertaking of the post-development reception study required by Condition 13 and the implementation of its recommendations.

Date: 19 January 2004

Simon Mitchell
Signature for the Responsible Authority

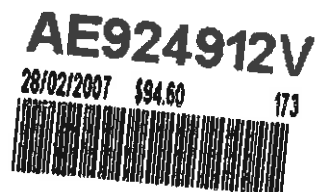
Date Issued:

ensure that television and microwave reception / transmission is available to properties within a 100 metre radius of the land at generally the same quality as before the buildings were built, to the satisfaction of the Responsible Authority.

14. During construction, the owner must use appropriate site management practices to prevent the transfer of mud, dust, sand or slurry from the site into drains or onto nearby roads. In the event that a road or drain is affected, the owner must upon direction of the Responsible Authority take the necessary steps to clean the affected portion of road or drain to the satisfaction of the Responsible Authority.
15. Stormwater must not be discharged from the subject land other than by means of connection to a legal point of discharge. The drainage system within the development must be designed and constructed to the requirements and satisfaction of the relevant Building Surveyor.
16. The whole of the land, including landscaped and paved areas must be graded and drained so as, to prevent ponding and to minimise overland flows onto adjoining properties to the satisfaction of the Responsible Authority.
17. The owner must provide at its own cost an on-site storm water detention storage, to the satisfaction of the Responsible Authority, to limit the Permissible Site Discharge (PSD) to that applicable to the site coverage of 35% of hard surface area or to the pre-existing hard surface area if the pre-existing hard surface area is greater than 35%. The PSD must be designed for a 1 in 5 year storm and the storage must be designed for a 1 in 10 year storm.
18. Before the development starts, an engineering construction plan for the stormwater detention system, showing its position and design/performance details must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit.
19. Upon the completion of bulk excavation for the development, a site inspection must be arranged with a Planning Officer of the Responsible Authority to verify that correct levels have been established.
20. All brickwork on or immediately adjacent to the boundaries of the site that is visible from an abutting property must be cleaned and finished to the satisfaction of the Responsible Authority.
21. All services, including water, electricity, gas, sewerage and telephone, must be installed underground and located to the satisfaction of the Responsible Authority.
22. External lighting must be designed so as to ensure no loss of amenity to residents of adjoining properties to the satisfaction of the Responsible Authority.
23. Before the dwellings are occupied, a centralized television antenna system must be installed and connections made to each apartment.
24. Before the dwellings are occupied, all car spaces and access ways must be line marked.

Date: 19 January 2004


Simon Mitchell
Signature for the Responsible Authority



Date Issued:

From www.planning.vic.gov.au on 13 March 2020 02:16 PM

PROPERTY DETAILS

Address: **UNIT 101/13-15 GOODSON STREET DONCASTER 3108**
 Lot and Plan Number: **Lot 15 P5531963**
 Standard Parcel Identifier (SPI): **15\P5531963**
 Local Government Area (Council): **MANNINGHAM**
 Council Property Number: **738045**
 Planning Scheme: **Manningham**
 Directory Reference: **Melway 33 E12**

www.manningham.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

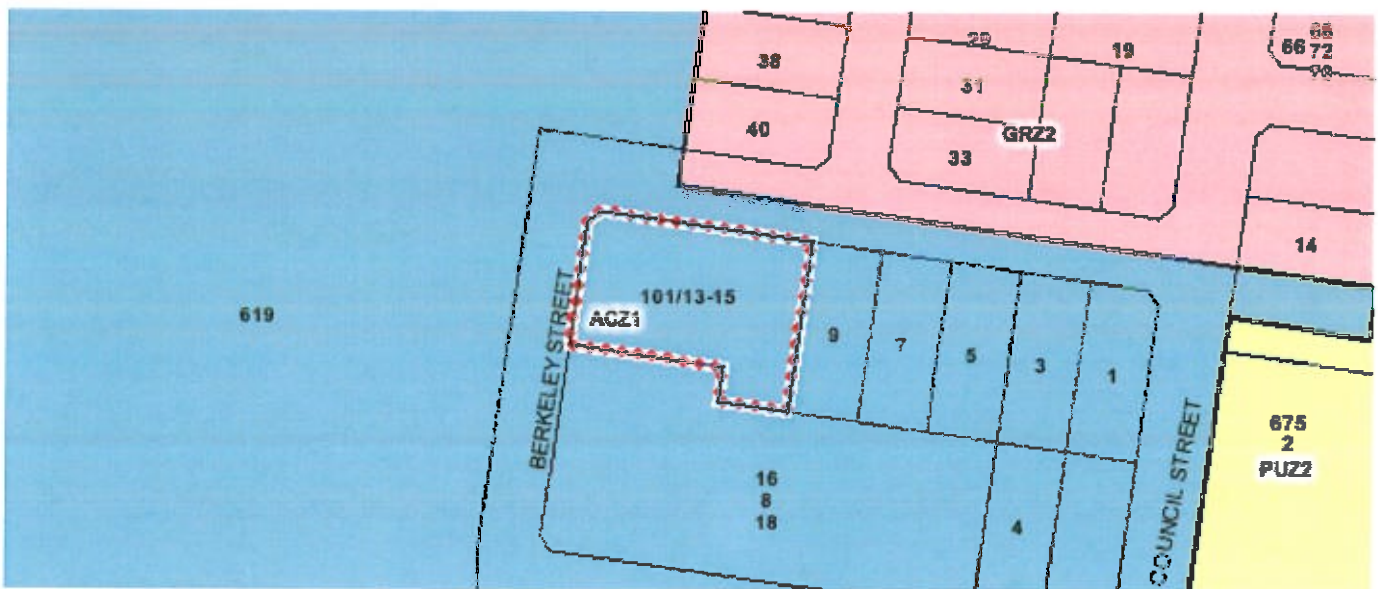
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
 Legislative Assembly: **BULLEEN**

Planning Zones

ACTIVITY CENTRE ZONE (ACZ)

ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)



Copyright © - State Government of Victoria

ACZ - Activity Centre

GRZ - General Residential

PUZZ - Public Use - Education

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

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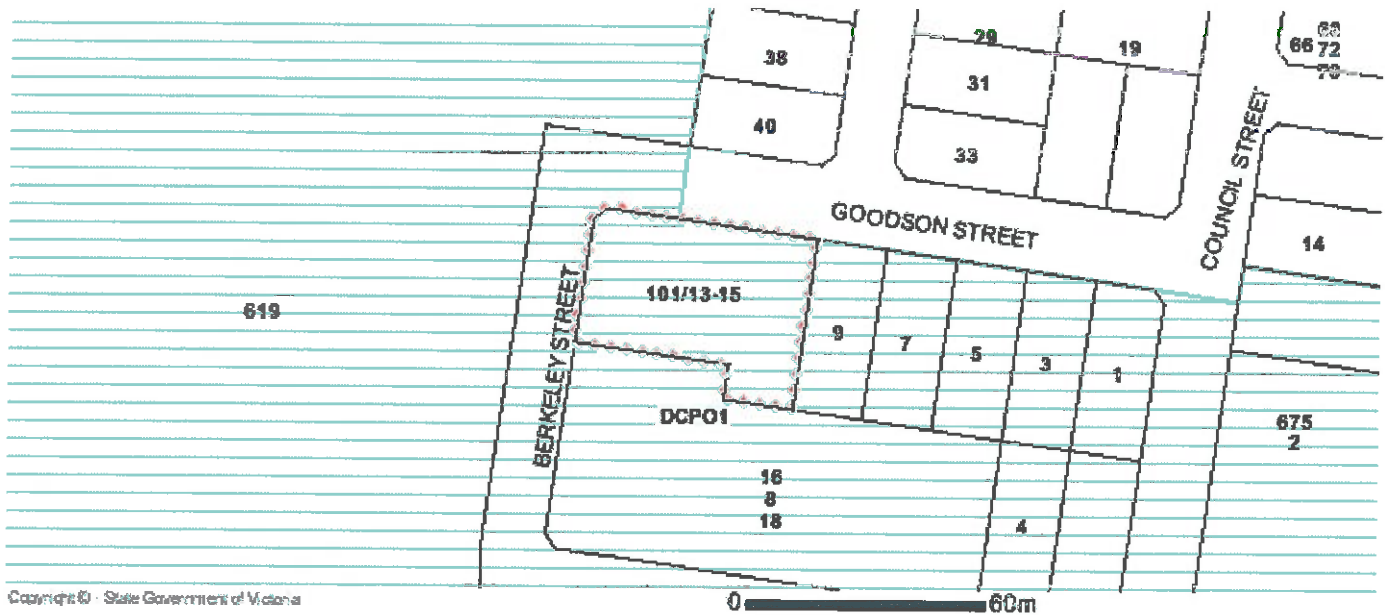
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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DCPO1 - Development Contributions Plan

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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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PO1 - Parking

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

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Planning Overlays

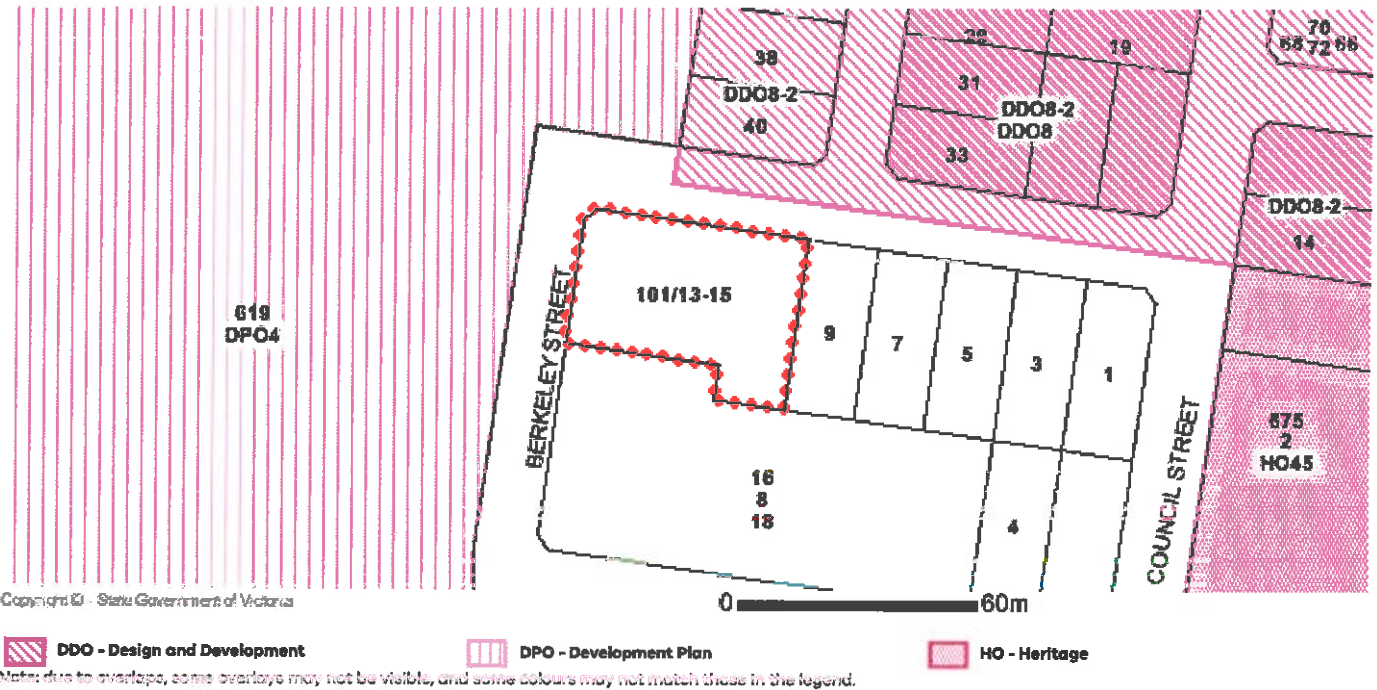
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

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



Further Planning Information

Planning scheme data last updated on 11 March 2020.

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Area

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

619



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Designated Bushfire Prone Area

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

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

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

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

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

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

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



699 Doncaster Road
 PO Box 1,
 Doncaster-Victoria 3108
 Telephone (03) 9840 9333
 Facsimile (03) 9848 3110
 Office Hours: 8am to 5pm Monday to Friday
 Email: manningham@manningham.vic.gov.au

RATES INSTALMENT NOTICE

RATES AND CHARGES

1 JULY 2019 TO 30 JUNE 2020

TAX INVOICE
 ABN 61 498 471 081

NOTICE DATE
 11 FEB 2020

G Derbogosijan
 38A Helston Street
 BALWYN NORTH VIC 3104

030

Property Number **738045**

Site Value \$100,000	Capital Improved Value \$380,000	Net Annual Value \$19,000
Market Level Date 1 January 2019	Valuation Effective Date 1 July 2019	

Property Description 101/13-15 Goodson Street, DONCASTER VIC 3108
 Lot 15 PS 531963Y Vol 10996 Fol 815

INSTALMENT DETAILS	
Overdue Rates and Charges	\$1,395.76
Third Instalment Due 28/02/2020	\$198.00
<p>Note: Overdue rates and charges payable immediately. Interest continues to accrue on overdue amounts.</p>	

PAYMENTS RECEIVED AFTER 10/02/2020 ARE NOT INCLUDED ON THIS NOTICE

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

Instalment Amount

\$ 1,593.76

Due Date

28 FEB 2020

For Your Information

Account Balance \$ **\$1,791.76**

SEE REVERSE FOR PAYMENT METHODS



Billpay Code: 0918
 Ref: 1 6511 4646

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app



Billers Code: 1099
 Cust Ref No: 1007380454

THIRD INSTALMENT \$1,593.76



*918 165114646

Property No: 738045

Name: G Derbogosijan

Location: 101/13-15 Goodson Street, DONCASTER VIC 3108

BPAY this payment via Internet or phone banking.
 BPAY View® View and pay this bill using internet banking.
 BPAY View Registration No.: Please enter the BPAY Reference number.
 (next to the BPAY Logo on your notice)



For emailed notices:
manningham.enotices.com.au
 Reference No: 11E7CA25DU

AMOUNT BEING PAID \$

Correspondence

All correspondence should be directed to:

Manningham City Council
PO Box 1
Doncaster VIC 3108

Change of Ownership or Address

When a property is sold or transferred, both the vendor and purchaser must notify Council of the change of ownership in the prescribed form, within one month of the transfer.

The Revenue Services must be notified IN WRITING of any change of postal or residential address for the issue of Rate Notices and Council Elections.

For further information please contact Revenue Services on 9840 9333.

Payment Difficulties

If you anticipate that you may have difficulty paying this account by the due date, please contact Revenue Services on 9840 9333 to discuss an alternative payment arrangement. Interest will continue to accrue until the overdue amount is paid in full.

Arrears

Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action without further notice. Penalty interest on arrears of Rates and Charges will continue to accrue until all overdue amounts are paid in full.

Instalment Notices

Instalment notices will be issued at least 14 days before each respective instalment is due. Failure to receive the instalment is not a valid reason for non payment by the respective due date. The due dates and amounts are shown in detail on the original Valuation & Rates Notice.

Pensioner Rate Concession

If you have previously applied for a rebate on the rates and charges, the amount shown on the front of this notice has been adjusted.

If you are a pensioner and have a current Pensioner Concession Card issued by Centrelink or Veterans Affairs or a current Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' and have not previously applied to Council you may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principal place of residence. Application forms are available from the Municipal Offices.

Low Income Health Care Card Rate Reduction

If you have a current Centrelink Low Income Health Care Card showing 'LI' you may be eligible for a reduction of \$64.25 on the current rates for your principal place of residence. For further information please contact Revenue Services on 9840 9333.

Payment Allocation

All payments will be allocated in the following order; Legal costs, penalty interest, arrears, current Rates & Charges.

Electronic Delivery of Rate Notices

You can now choose to receive your rate notices electronically via eNotices or BPAY® View.

eNotices

- To register, visit Manningham.enotices.com.au
1. Enter in your email address and eNotices Reference Number shown on your Rate Notice
 2. Check your email inbox and click the validation link
 3. Choose a password and enter your mobile number

You will now receive notices in your email inbox. You can login to eNotices at any time to view your notices.

BPAY View®

To register for BPAY View you should:

1. Log into your online banking account.
2. Look for the BPAY View or View Bills section.
3. Register to receive your Manningham City Council Rate Notice by entering:

- The BPAY Biller Code: 1099
- Your BPAY View registration number, located under the BPAY logo on the front of this notice

You will be notified by email or SMS, depending on your preference and the notification options available from your financial institution, if your registration has been approved.

Once you have successfully registered for Electronic Rate Notice Delivery you will not receive paper notices.

DIRECT DEBIT (from savings or cheque account only)

You may elect to pay by direct debit in either **4 or 10 instalments** from your nominated savings or cheque account. Details of the direct debit options were shown on the front of the original rate notice. If you are interested in paying by direct debit please contact the Revenue Services section on 9840 9333.

Scheduled BPAY payments do not constitute direct debit.

PAYMENT METHODS



- Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16 or internet at auspost.com.au/postbillpay. Quote the Billpay code and reference number shown on the front of this notice.
- Payments can also be made at any Australia Post store. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).



Telephone & Internet Banking - BPAY®

- Contact your bank or financial institution to make a payment from your savings or cheque account or debit or credit card (MasterCard or Visa only).
- Quote the Biller Code 1099 and Customer Reference Number shown on the rate notice.



In Person

- Payment can be made in person in-store at Australia Post, or
- Council Offices, 699 Doncaster Road, Doncaster;
- Office hours 8.00am to 5.00pm, Monday to Friday



Mail

- Make cheque payable to Manningham City Council and cross 'Not Negotiable'.
- Detach payment slip and mail with your cheque to: Manningham City Council, PO Box 1, DONCASTER Vic 3108.
- In accordance with current business practice a receipt will not be provided unless requested.
- Retain top portion of notice for your record.



YARRA VALLEY WATER
ABN 93 066 892 501

Luoknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

27th March 2020

Contour Conveyancing C/- InfoTrack C/-
LANDATA

Dear Contour Conveyancing C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	101/13-15 GOODSON STREET DONCASTER 3108
Applicant	Contour Conveyancing C/- InfoTrack C/- LANDATA
Information Statement	30527391
Conveyancing Account Number	7959580000
Your Reference	271453

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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	101/13-15 GOODSON STREET DONCASTER 3108
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This property is in a mandated Class A recycled water area. Any proposed development of this property will require the design and construction of an additional pipe system to supply Class A recycled water to each property. Properties in mandated Class A recycled water areas must use recycled water to flush toilets and water gardens and lawns and may also be used in the laundry to wash clothes. Further information can be found on our website at www.yvw.com.au.

This property is in a mandated recycled water area and both recycled and potable water will be available. Until recycled water is available, potable water will be supplied through both water meters. Normal restrictions guidelines apply to potable water. Further information can be found on our website at www.yvw.com.au.

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.



YARRA VALLEY WATER
ABN 93 066 982 551

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 8872 1353

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

Melbourne Water Encumbrance

Property Address	101/13-15 GOODSON STREET DONCASTER 3108
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

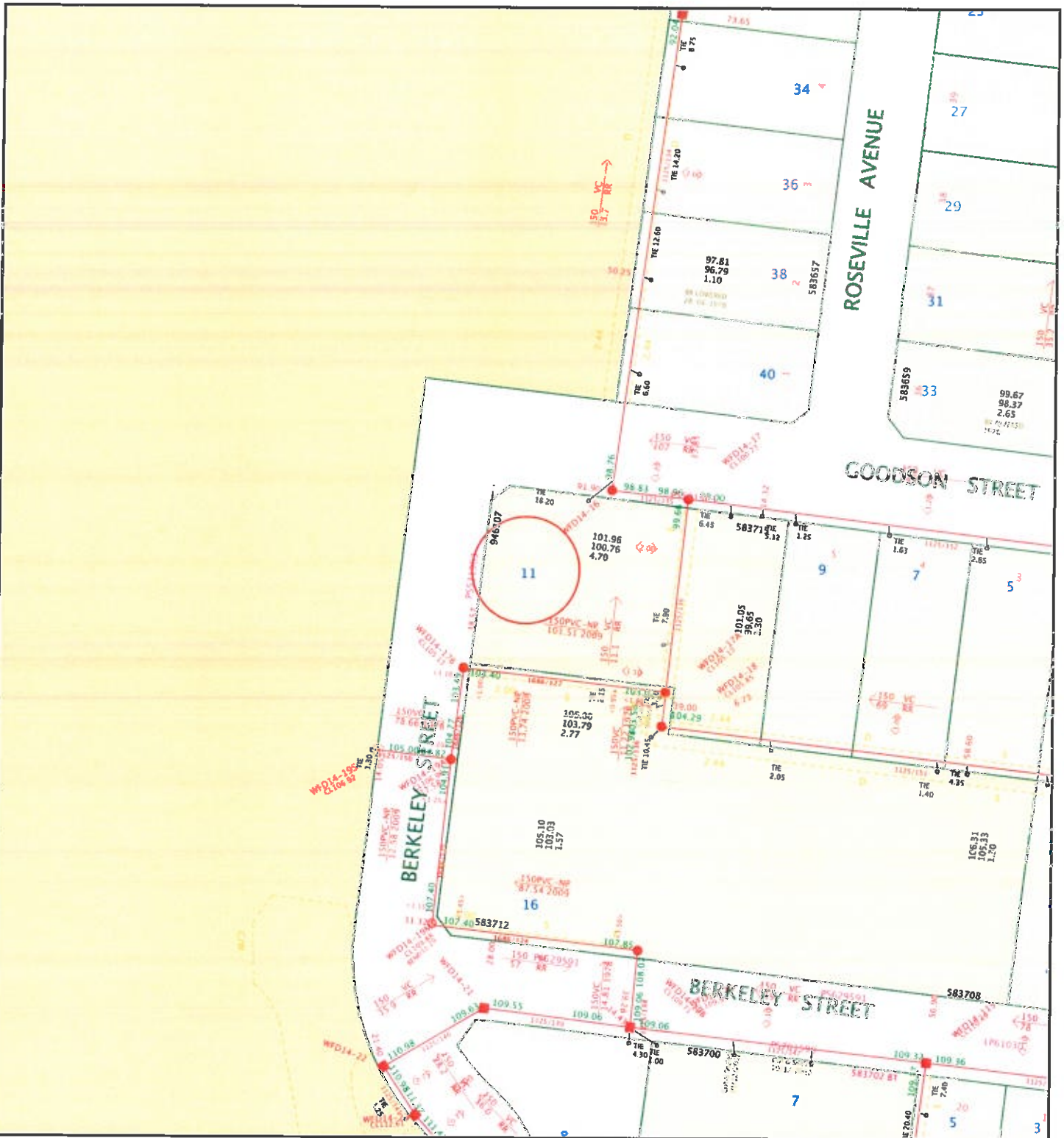
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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
Information Statement
Number: 30527391**

Address	101/13-15 GOODSON STREET DONCASTER 3108
Date	27/03/2020
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42 MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER
ABN 83 066 902 501

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Mitcham Victoria 3132

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F (03) 8872 1353

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

Contour Conveyancing C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6299584493
Rate Certificate No: 30527391

Date of Issue: 27/03/2020
Your Ref: 271453

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 101/13-15 GOODSON ST, DONCASTER VIC 3108	15\PS531963	1654344	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2020 to 31-03-2020	\$19.42	\$0.00
Residential Water Usage Charge <i>Step 1 - 33.000000kL x \$2.66200000 = \$87.85</i> Estimated Average Daily Usage \$0.92	25-10-2019 to 30-01-2020	\$87.85	\$0.00
Residential Sewer Service Charge	01-01-2020 to 31-03-2020	\$113.94	\$0.00
Residential Sewer Usage Charge <i>33.000000kL x 0.859929 = 28.377660 x 0.900000 = 25.539894 x \$1.14260000 = \$29.18</i> Estimated Average Daily Usage \$0.30	25-10-2019 to 30-01-2020	\$29.18	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-01-2020 to 31-03-2020	\$25.38	\$0.00
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		\$0.00
	Total Due		\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
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 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the **Statement of Fees above.**

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 066 902 501

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

Property No: 1654344

Address: UNIT 101/13-15 GOODSON ST, DONCASTER VIC 3108

Water Information Statement Number: 30527391

HOW TO PAY



Biller Code: 314567
Ref: 62995844933



Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid

Date Paid

Receipt Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1654344

Address: UNIT 101/13-15 GOODSON ST, DONCASTER VIC 3108

Water Information Statement Number: 30527391

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgment verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 11th March 2020

1. OWNERS CORPORATION DETAILS

Plan Number: PS531963Y

Address of Plan: 18-20 Tower St DONCASTER VIC 3108

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: Level 13/222 Kings Way South Melbourne VIC 3205

2. CERTIFICATE DETAILS

Vendor: Gordan Derbogosijan

Postal Address for Lot 15: 10/228 Alma Rd ST KILDA EAST VIC 3183

Purchaser:

Person requesting Certificate: Gordan Derbogosijan

Reference: (Ref: Case no. 181740)

Address: 10/228 Alma Rd ST KILDA EAST VIC 3183

Fax:

E-mail: daniield@bigpond.net.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 15

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 15 are **1,980.00 per annum** commencing on 1 July 2019. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/19 to 30/09/19	899.94	01/07/19	Paid
01/10/19 to 31/12/19	360.02	01/10/19	Paid
01/01/20 to 31/03/20	360.02	01/01/20	Issued
01/04/20 to 30/06/20	360.02	01/04/20	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 15.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th March 2020

For Plan No. PS531963Y - Lot 15

4. CURRENT LEVY POSITION FOR LOT 15

Fund	Balance	Paid To
Administrative	\$812.17 DR *	31 December 2019
Maintenance Fund	0.00	
BALANCE	\$812.17 DR *	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 15.

6. OTHER CHARGES

The following charges are payable by Lot 15 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Lot 15 Stage 2	54.58	14/02/20	Issued
Lot 15 Stage 1	32.53	16/01/20	Issued

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 11 March 2020:

Account / Fund	Amount
Administrative Fund	43,494.81
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 11 MARCH 2020	\$43,494.81

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	31094
Expiry Date	1-May-2020
Insurance Company	CHU Underwriting Agencies Pty Ltd CHU Underwriting
Broker	Resolute Property Protect
Premium	27805.42
Cover Type	Amount of Cover
Common Area Contents	\$20,000
Damage (i.e. Building) Policy	\$18,790,000
Fidelity Guarantee Insurance	\$250,000
Government Audit Costs - Appeal Expenses	\$25,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Health and Safety Breaches	\$100,000
Loss of Rent	\$2,818,500
Lot Owner's Fixtures and Improvements	\$250,000
Office Bearers Liability Insurance	\$1,000,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th March 2020

For Plan No. PS531963Y - Lot 15

Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$2000/\$200,000

9. CONTINGENT LIABILITIES

The owners corporation has the following contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above:

The building has a few leak issues, please call Strata Plan on 1300 278 728 for further inquiries.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
17/10/2006	United Energy Distribution	Current	substation licence
07/02/2011	ADT Tyco	Current	FIP Monitoring Services
01/01/2014	Strata Plan	Current	Owners Corporation Management Services
15/07/2015	CCM Facilities	Current	Fire Safety Services
	Waste Wise Environmental Pty Ltd - Accounts	Current	Waste Services
16/03/2016	Christine Savvy The Savvy Family Trust	Current	Cleaning Services
30/03/2016	Savvy Family Trust	Current	Cleaning Services
06/06/2018	Fuji Elevators - R & M	Current	Lift Maintenance services
05/09/2018	CCM Facilities	Current	Mechanical Services Agreement

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is currently a party to proceedings or is aware of the following circumstances which may give rise to proceedings:

Title	Ordered	Received	Type	Name	Status
Debt Recovery				Please contact Strata Plan	Impending
Dispute Resolutions				Please contact Strata Plan	impending

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th March 2020

For Plan No. PS531963Y - Lot 15

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Strata Plan
ABN / ACN: 27 544 006 714
Address of Manager: Level 13/222 Kings Way South Melbourne VIC 3205
Telephone: 1300 278 728
Facsimile: 03 8336 1322
E-mail Address: info@strataplan.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. PS531963Y, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

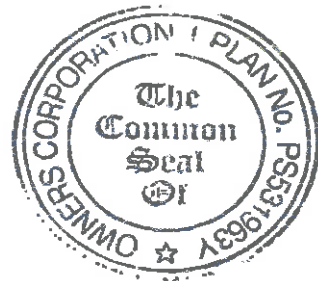


Registered Manager

Full name: Daniel Noonan
Company: Strata Plan
Address of registered office: Level 13/222 Kings Way South Melbourne VIC 3205

11/03/2020

Date



Common Seal
of Owners Corporation

MINUTES OF ANNUAL GENERAL MEETING

For 18-20 Tower St DONCASTER VIC 3108, Plan No. PS531963Y

Location of meeting: 11 Goodson Street, (Former Pool/Gym Area), Doncaster VIC 3108

Date and time of meeting: Wednesday, 17th July 2019 6:00 PM

Meeting chaired by: Nash Bhatena (Strata Plan)

Meeting start time: 6:00 PM Meeting finish time: 7:00 PM

Attendance

The following owners were represented at the meeting:

Unit: 4 Lot: 6 Owner: Alex Lee Rutherford & Jacquelyn Leah Ryles-Smith

Unit: 5 Lot: 7 Owner: Giovanni Piccinno

Unit: 6 Lot: 8 Owner: Asher Bianca Margaret Wong

Unit: 101 Lot: 10 Owner: Mr. Jonathan Spero

Unit: 103 Lot: 12 Owner: Christina Savvy

Unit: 106 Lot: 20 Owner: Irene Tan

Unit: 201 Lot: 22 Owner: Nan Zhang

Unit: 202 Lot: 23 Owner: Peter Anthony Drake & Jacqueline Beringer

Unit: 204 Lot: 25 Owner: Shenggang Zhu

Unit: 204 Lot: 30 Owner: Vincent Ho Zheng Wong

Unit: 207 Lot: 33 Owner: Lawrence Crump

Unit: 401 Lot: 42 Owner: Lisa Li-Chun Lin

Unit: 402 Lot: 43 Owner: Mr. Marcus & Christine Savvy

The following owners were present by proxy:

Unit: 103 Lot: 17 Owner: Vasilios Dritsas & Hester Sanett Botha Proxy: Marcus Savvy

Present By Invitation:

Christine Rogers (Strata Plan)

Nash Bhatena (Strata Plan)

Sophie Murchie (Strata Plan)

Jessica Juncker (Strata Plan)

Quorum

With an attendance of 33% based on members a quorum was not achieved, interim decisions apply; 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.

Motions

1	Election of Chairperson of the Meeting	Without dissent resolution
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Proposed by: The Owners Corporation

Yes votes: 14	No votes: 0	Abstain: 0	Carried
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It was resolved that Nash Bhatena be elected as chair of the meeting.

Post meeting note:

2 Adoption of Previous Minutes Ordinary resolution

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved; that the minutes of the last annual general meeting of the Owners Corporation, held on 15/08/2018 be accepted as a true records of the Owners Corporation.

Post meeting note:

3 Financial Statements Ordinary resolution

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved that the financial statements be approved as true records of the Owners Corporation.
Cash at bank balance \$56,655.67 Net Assets \$63,360.68 as at 30/06/2019.

Post meeting note:

4 Cost and Debt Recovery Ordinary resolution

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved that all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act, the Regulations, these and any other Rules or relevant laws, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

It was resolved that all costs associated with repairs, maintenance, leak investigations or other works relevant to private property or for the benefit of a lot, incurred by the Owners Corporation shall be passed on the lot owner affected or serving to benefit. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation.

It was resolved that all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (ie: from the false fire alarms, fire brigade charges, or relevant authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation.

It was resolved that in the event that the Melbourne Fire Brigade is called out to the building as a result of the activation of a false fire alarm and the cause of the alarm is found to originate from a lot, the lot owner and/or the occupier of the lot will be jointly and severably liable to pay any and all associated costs and charges connected to a false fire alarm.

It was resolved that a lot owner or occupier will be jointly and severably liable to pay all costs and charges connected to the false fire alarm regardless of whether the activation of the fire alarm was caused by a wilful, negligent, foreseeable, or unforeseeable action or inaction.

It was resolved that all lot owners indemnify the Owners Corporation for all costs and charges incurred by the Owners Corporation in connection to a false fire alarm call out caused by a tenant or occupier or invitee of the tenant or occupier of the lot whether:

1. The tenant or occupier or invitee was acting in a manner which was directly, indirectly and/or negligently responsible for the cause of the fire alarm; and
2. The lot owner authorised either impliedly or expressly the actions of the tenant or occupier or invitee which caused the false fire alarm.

It was resolved that the Owners Corporation will recover as a debt due and payable from the lot owner the costs and charges referred to in these resolutions as a special levy.

It was resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under the Owners Corporation Act, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

Post meeting note:

5	Penalty Interest	Ordinary resolution	
Moved By: Marcus Savvy Seconded By: Christine Savvy			
Yes votes:	14	No votes: 0 Abstain: 0	Carried

It was resolved that the Owners Corporation charge penalty interest on late fees; at the maximum rate payable under the Penalty Interest Rates Act, or as defined by the Owners Corporation or its manager from time to time.

Post meeting note:

6	Legal Proceedings	Ordinary resolution	
Moved By: Marcus Savvy Seconded By: Christine Savvy			
Yes votes:	14	No votes: 0 Abstain: 0	Carried

It was resolved that the Owners Corporation is to take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Post meeting note:

7	Report Manager	Without dissent resolution
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Proposed by: Strata Plan

Yes votes: 14 No votes: 0 Abstain: 0 Carried

The Owners Corporation manager's report is circulated with the notice of meeting, and Strata Plan confirms that it holds professional indemnity insurance.

Post meeting note:

8	Report <Chairperson / Committee>	Without dissent resolution
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Proposed by: Marcus Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

The chairperson noted that they have acted honestly, in good faith and exercised due care and diligence on behalf of all owners in addressing matters of the owners corporation over the past year.

The chairperson did not provide a report.

Post meeting note:

9	Report Grievances	Without dissent resolution
----------	--------------------------	-----------------------------------

Proposed by: Strata Plan

Yes votes: 14 No votes: 0 Abstain: 0 Carried

The Grievance report was tabled to the meeting.

No grievances were lodged through the Owners Corporation for the previous year.

Post meeting note:

10	Insurance	Ordinary resolution
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Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was noted that the Owners Corporation held its current strata residential policy with CHU Underwriting Agencies Pty Ltd.

It was noted that Strata Plan will arrange quotes for consideration of the Chairperson &/or Committee. It was resolved, where there is no Chairperson or Committee, the manager is delegated powers to arrange cover with the incumbent insurer or as recommended by the insurer &/or broker.

It was resolved that the lot serving to benefit from a claim against the Owners Corporations insurance policy, shall be liable for any applicable excess.

WHEREAS; In accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan.

Post meeting note:

11 Insurance Valuation **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved that the chairperson consult with the committee and provide instructions for Strata Plan as to whether or not to obtain a valuation.

It was resolved that the building sum insured be retained for the current year.

Post meeting note:

12 Annual Essential Safety Measures Report **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

#123643 AESM Report

Summary of Matter: It was discussed that the OC hasn't received a report from the contractor since Sep 2018.

Resolution: Strata Plan to follow up on most recent report. OC would like confirmation each time the contractor visits the property. A confirmation email and report to be sent to committee by Strata Plan.

Action By: Strata Plan

Post meeting note:

13 Maintenance Plan **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved to consider a maintenance plan at the next annual general meeting.

Post meeting note:

14 General Repairs and Maintenance **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

No General Repairs and Maintenance items were tabled to the meeting.

Post meeting note:

15 Occupational Health and Safety **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

The Owners Corporation has reviewed the safety of the workplace and agrees that there are not any hazards to its knowledge. It was resolved, that an Occupational Health & Safety report be considered at the next annual general meeting. It was further resolved that the Owners Corporation shall continue to monitor the safety of the common areas and take all necessary action to maintain a safe environment.

Post meeting note:

16 Budget & Fees **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was resolved; that the Owners Corporations annual budget be set and levied at \$90,000 plus GST, effective from 01/07/2019 and shall continue until the next annual general meeting.

Note: The above mentioned budget is GST exclusive for Owners Corporations that are registered for GST. The fees will be levied based on lot liability as per the Plan of Subdivision registered with Land Victoria.

WHEREAS; Levies already issued for this fiscal year are based on the previously approved budget. Any amendments to the budget, will be distributed pro rata over the remaining quarter(s) of this fiscal year.

WHEREAS; any levies already issued for the year to date based on the previous budget and amendments to that budget are approved, then the difference shall be distributed pro rata over the remaining term(s) of this financial year.

WHEREAS; the annual budget fees are payable quarterly in advance due by 1st January, April, July & October.

#123644 Commercial Lease

Summary of Matter: The income from the commercial lease will come in monthly into the Owners Corporation's Administration account.

Resolution: Strata Plan to send bank account details to commercial tenant.

Action By: Strata Plan

Post meeting note:

17 Election of Committee & Chairperson **Ordinary resolution**

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

It was further resolved that Marcus Savvy be elected as chairperson.

It was resolved the following members be elected to the committee and grievance committee;

Chairperson: Marcus Savvy (Lot 43)

Members:

Christina Savvy (Lot 12)

Jonathon Spero (Lot 10)

Vincent Ho Zheng Wong (Lot 30)

Alex Lee Rutherford (Lot 6)

Lisa Le-Chun Lin (Lot 42)

Shenggang Zhu (Lot: 25)

It was further resolved that, Pursuant to Section 101 of the OC Act, all powers of the owners corporation are delegated to the Committee other than powers and functions that require a unanimous resolution, a special resolution or a resolution at a general meeting of the owners corporation.

WHEREAS; the committee requires a majority of its members consent to a proxy of a member, to vote at any committee meetings.

It was resolved, that where there is no functioning Committee and Pursuant to Section 101 of the OC Act, all powers of the owners corporation are delegated to;

- a) the Chairperson; or
- b) the Strata Manager, where there is no Chairperson

Important information for the chairperson and committee members:

It was resolved that the Committee & Chairperson may communicate and resolve decisions by electronic methods such as email. Your role is to act in good faith, make decisions on behalf of all owners, manage the operations of the Owners Corporation and instruct the manager or relevant parties accordingly. All instructions to the manager should be via your chairperson after deliberation by all committee members. The manager will only take instructions from one person. The committee requires a majority of its members' consent to a proxy of a member, to vote at any committee meetings. Any committee member who is in arrears is temporarily suspended from their role until all arrears have been paid in full.

Post meeting note:

18 General Business

Ordinary resolution

Moved By: Marcus Savvy Seconded By: Christine Savvy

Yes votes: 14 No votes: 0 Abstain: 0 Carried

#123645 Electricity Costs

Summary of Matter: Chairperson consulting with Solar Panel specialist about installing solar panels at the property to reduce electricity cost.

Resolution: It was resolved that the chairperson consult with the specialist and liaise with Strata Plan on what the committee decides.

Action By: Committee

#123646 Entry Stairs

Summary of Matter: It was noted that steps at the main entry can be dangerous when wet.

Resolution: Strata Plan to engage a contractor to investigate and to obtain 2 quotes for non-slip solution and send to committee for their decision.

Action By: Strata Plan

#123647 Timer of lights at building 2

Summary of matter: The meeting noted a discussion about the lights outside of building 2 not turning on at the correct time

Resolution: Chairperson will investigate and notify manager.

Action By: Chairperson

Post meeting note:

Minute Notes

Enter Minute Notes here

Chairman _____

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS531963Y

1 July 2019 to 30 June 2020

18-20 Tower St DONCASTER VIC 3108

Expenditure	Budget 07/19 - 06/20
Accountant	800.00
Bank Fees & Charges	80.00
Caretaking Services	15,000.00
Electricity	7,000.00
Essential Services	5,000.00
Fire Protection Services - monitoring	2,100.00
Garden/Lawn Maintenance	1,400.00
Insurance Premiums	29,207.00
Lift Maintenance	5,000.00
Minor Building Maintenance	2,000.00
Plumbing Maintenance	1,000.00
Strata Manager - disbursements	3,119.00
Strata Manager - management fees	9,173.00
Telephone & Internet Services	1,000.00
Waste Management Services	8,000.00
Water	121.00
Total Administrative Fund Expenditure	90,000.00

Administrative Fund Summary	Budget 07/19 - 06/20	
Opening balance	0.00	
Expenditure during budget period	90,000.00	
	90,000.00	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
<i>Plus</i> Allowance for GST on levies	9,000.00	Per Ent
Budgeted levies to be raised \$	99,000.00	99.0000

Total Lot Liability 1000
 *May include insurance contributions

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Consolidated Rules for HalcyonViews Apartments 18-20 Tower St. Doncaster

Prohibitions applicable to Owners, Occupiers and Visitors

A member must not, and must ensure that the occupiers of a member's lot does not

A. Noise

- A.1. Allow any sound from within an apartment, including music, voices, machine noise, ect., to be heard outside an apartment.
- A.2. Make or permit any undue noise in or about the common property.
- A.3. Install any floor covering, e.g. Parquetry, which permits the transmission of noise to adjacent apartments.
- A.4. Fail to comply with the above rules on notice from the body corporate Committee.

B. Pets

Keep a pet in a unit

C. Common Property

- C.1 Interfere with, damage, or act to detract from the condition of the **common property.**
- C.2 Leave common property otherwise than clean and tidy.
- C.3 Enter any plant or machinery room without the permission of the Committee.
- C.4 Use the service cupboards on common property for storage without Committee approval
- C.5 Erect a "For Sale" or "For Lease" or "Auction" sign on common property except as approved by the Committee
- C.6 Use a barbeque or similar on common property without Committee approval

D. Alterations to the Building & Services

D.1 Make any structural alteration to an apartment, or alteration to services or attached equipment affecting the building as a whole (e.g. Air conditioning plant) without both written authorisation of the body corporate and written authorisation of relevant statutory or regulatory authorities.

D.2 Allow any work envisaged in the above to be carried out on weekends or public holidays or outside the hours of 9:00 am to 5:00 pm on weekdays.

E. Use of Apartments

- E.1 Use an apartment other than for residential purposes
- E.2 Use an apartment or the common areas for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner to occupier or their families or visitors.
- E.3 Throw anything out of the windows or from the balconies of apartments

E.4 Act such as to breach the terms of the body corporate insurance policy, or fail to acknowledge a liability under Reg. 702(d) to indemnify the insurer against any consequence of any such breach

E.5 Use the services of any employee or contractor of the body corporate for private purposes except outside of normal working hours, in which case the owner or occupier is fully responsible for any liability in the course of such private arrangement.

F. Uniform appearance of the building

F.1 Make any alteration to the exterior of an apartment which alters the uniform appearance of the exterior of the building

F.2 Hand out washing, flags, signs, ect. Which detract from the uniform external appearance of the building

F.3 Replace balcony doors, windows or fittings, or any other window, with materials not approved beforehand by the committee as maintaining the uniform appearance of the building

G. Security

G.1 Leave open any doors or gates giving persons access to the building

G.2 Fail to promptly advise the caretaker of any observed defect in the operation of the doors and gates

G.4 Prop open any door or gate without the prior express permission of the caretaker or the Committee

G.5 Fail to report the loss of a building security key, card key or security gate radio controller to the caretaker

G.6 Fail to return building security keys and car park and remote control to the caretaker/management or the subsequent owner or occupier on a change of ownership or occupation.

H. Parking of Vehicles

H.1 Use of parking space other than for parking of a registered motor vehicle

H.2 Park a bicycle or leave any object other than a registered motor vehicle in a parking space

H.3 Use another resident's parking space without authority

H.4 Park a vehicle on common property other than a parking space without express permission of the committee.

H.5 Park a vehicle on common property in a property in a position obstructing access to any driveway or parking space

I. Other

I.1 All communications with the committee must be in writing, addressed to the manager.

I.2 The committee may, but is under no obligation to, acknowledge or take action on communications which are not in writing

I.3 All complaints should be addressed to the committee or the managing Agent

J. Pool & Leisure Areas

- J.1 Use the pool and leisure areas in such a manner as to unreasonably interfere with or prevent its use by other owners or occupiers or their families or visitors
- J.2 Entertain in the pool and leisure area more than 2 Per owner or occupier unless with the prior permission of the Committee
- J.3 Allow visitors to use the pool other than when an owner or occupier responsible for those visitors is present
- J.4 Allow use of the pool by persons under the age of 12 years except under adult supervision
- J.5 Allow any food, or any glass, crockery or other similar breakable item, to be brought within the pool and its surrounding area.
- J.6 Dive into the pool
- J.7 Run or play ball games in the pool area
- J.8 Fail to wear suitable clothing in the pool and leisure areas
- J.9 Smoke whilst within the leisure areas
- J.10 Conduct a private party in the pool or leisure area.

K. Elevators

- K.1 Tamper with the elevators and ancillary equipment
- K.2 Smoke tobacco or any other substance, or leave any smouldering substance, within the elevators
- K.3 Use the elevator when dripping wet from the pool
- K.4 Use an elevator for moving furniture into or out of the building unless
 - I. The building superintendent has been given 48hours notice and the building superintendent has installed the protective covers to the elevator to be used
 - II. Only the elevator allocated by the building superintendent is used
 - III. The building Superintendents instructions are followed
 - IV. Liability for the cost of any repair or refurbishment consequent on damage is accepted

L. Garbage shoot

- L.1 Put any garbage down the garbage chute unless it is securely wrapped so that the contents will not break or spill out and foul the chute
- L.2 Put down the garbage chute any garbage of size sufficient to black the chute
- L.3 Put glass or newspaper down the garbage chute (recycling bins are provided for glass and newspaper)
- L.4 Fail to pay the cost of cleaning unblocking or repairs to the garbage chute consequent on failure to follow the above rules
- L.5 Place garbage other than in the chute, the recycling bins, or the designated garbage containers

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 and
Reg.11 Owners Corporations Regulations 2007



INSPIRING AMAZING
LIFE SPACES

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision.

This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA). *If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.*

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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 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