



Contract of Sale

MATTHEW JAMES LINKLATER

310-312 Bay Street
Port Melbourne 3207

Phone 9681 9888

92 Ferguson Street
Williamstown VIC 3016

Phone 9397 7770

www.indeedconvey.com

Unit 14/157 Epsom Road, Ascot
Vale

This firm holds Professional Indemnity Insurance

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2020

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2020

Print name(s) of person(s) signing: MATTHEW JAMES LINKLATER

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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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

Edward Thomas Real Estate
488 Macaulay Road, Kensington, VIC 3031

Email: ethomas@edwardthomas.com.au

Tel: 9376 3322 Mob: 0418 353 357 Fax: 9376 3233 Ref: Edward Thomas

Vendor

MATTHEW JAMES LINKLATER

Vendor's legal practitioner or conveyancer

Indeed Convey

92 Ferguson Street, Williamstown VIC 3016 **AND**
310-312 Bay Street, Port Melbourne Victoria 3207
DX: 31850 Port Melbourne

Email: irene@indeedconvey.com

Tel: 9397 7770 Mary Commisso and Irene Wright Ref: IW:6938/IW

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10861	Folio	888	14	PS536715S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 14/157 Epsom Road, Ascot Vale 3032**

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

All fixed floor coverings, light fittings, window furnishings and dishwasher
Excluding TV bracket on wall, non built in shelves, drawers in cupboards.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding 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 – Restriction**

- 1.1. The purchaser acknowledges that by enquiry of the appropriate local authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 1.2. The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.
- 1.3. The purchaser shall assume liability for compliance with any notices or orders relating to the Property (other than those referring to the apportionable outgoings) which are made or issued on or after the Date of Sale and the purchaser shall assume liability arising there from and indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the vendor.

☒ **Special condition 2 – Use of the Land**

- 2.1 The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by-law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

☒ **Special condition 3 –Condition of Property**

- 3.1. The property and any chattels are sold in their present condition and subject to any defects, fair, wear and tear inclusive.
- 3.2. No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 3.3. The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard thereto or arising there from.
- 3.4. The purchaser:
 - (a) accepts the property:
 - (i) with all existing and future planning, environmental and building controls and approvals; and
 - (ii) in it's present condition with all defects and non-compliance with any of those controls or approvals;
 - (b) acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub-paragraph (b) hereof; and waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property

☒ **Special Condition 4 – Swimming pool/spa**

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

☒ **Special condition 5 – Auction Conditions (if applicable)**

The property is offered for sale by auction subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those Rules.

**GST WITHHOLDING NOTICE-
RESIDENTIAL PREMISES OR POTENTIAL RESIDENTIAL LAND**

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953 (C'wlth)*

To the Purchaser

Property: **Unit 14/157 Epsom Road, Ascot Vale 3032**

Vendor: **MATTHEW JAMES LINKLATER**

ABN (if applicable):

Date payable (if applicable):

Notice is required to be given by the vendor ☒ YES – the property is residential
☐ NO

Withholding required by Purchaser ☐ YES – the amount to be withheld _____
☒ NO – the premises are not new
☐ NO – the premises were created by substantial renovation
☐ NO- the premises are commercial residential premises
☐ NO -the land includes a building used for commercial purposes
☐ NO – the purchaser is registered for GST and acquires the property for a creditable purpose
☐ NO – there is no taxable supply

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. 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.

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser'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.
-

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and by each Director of the purchaser (if the purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY 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 or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall then be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or 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(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished 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(s) 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 us, our executors or administrators or diminishing our liability.

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

SIGNED SEALED AND DELIVERED by the said _____)
_____) _____
in the presence of _____) _____

.....witness

SIGNED SEALED AND DELIVERED by the said _____)
_____) _____
in the presence of _____) _____

.....witness

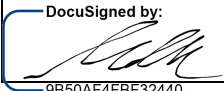
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Unit 14/157 Epsom Road, Ascot Vale 3032	
Vendor's name	Matthew James Linklater	Date / /
Vendor's signature	DocuSigned by:  9B50AF4FBF32440... Apr-20-2020 7:44 PM ACST	
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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES**4.1 Notice, Order, Declaration, Report or Recommendation**

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

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

--

VOLUME 10861 FOLIO 888

Security no : 124082448699B
Produced 03/04/2020 12:07 PM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 536715S.

PARENT TITLES :

Volume 10458 Folio 618 Volume 10565 Folio 173 Volume 10595 Folio 786
Created by instrument PS536715S 10/03/2005

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MATTHEW JAMES LINKLATER of 14/157 EPSOM ROAD ASCOT VALE VIC 3032
AR382158J 24/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR382159G 24/08/2018
AFSH NOMINEES PTY LTD

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

DIAGRAM LOCATION

SEE PS536715S 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 14 157 EPSOM ROAD ASCOT VALE VIC 3032

ADMINISTRATIVE NOTICES

NIL

eCT Control 13027E MSA NATIONAL
Effective from 24/08/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS536715S
OWNERS CORPORATION 2 PLAN NO. PS536715S

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DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS536715S
Number of Pages (excluding this cover sheet)	11
Document Assembled	03/04/2020 12:11

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

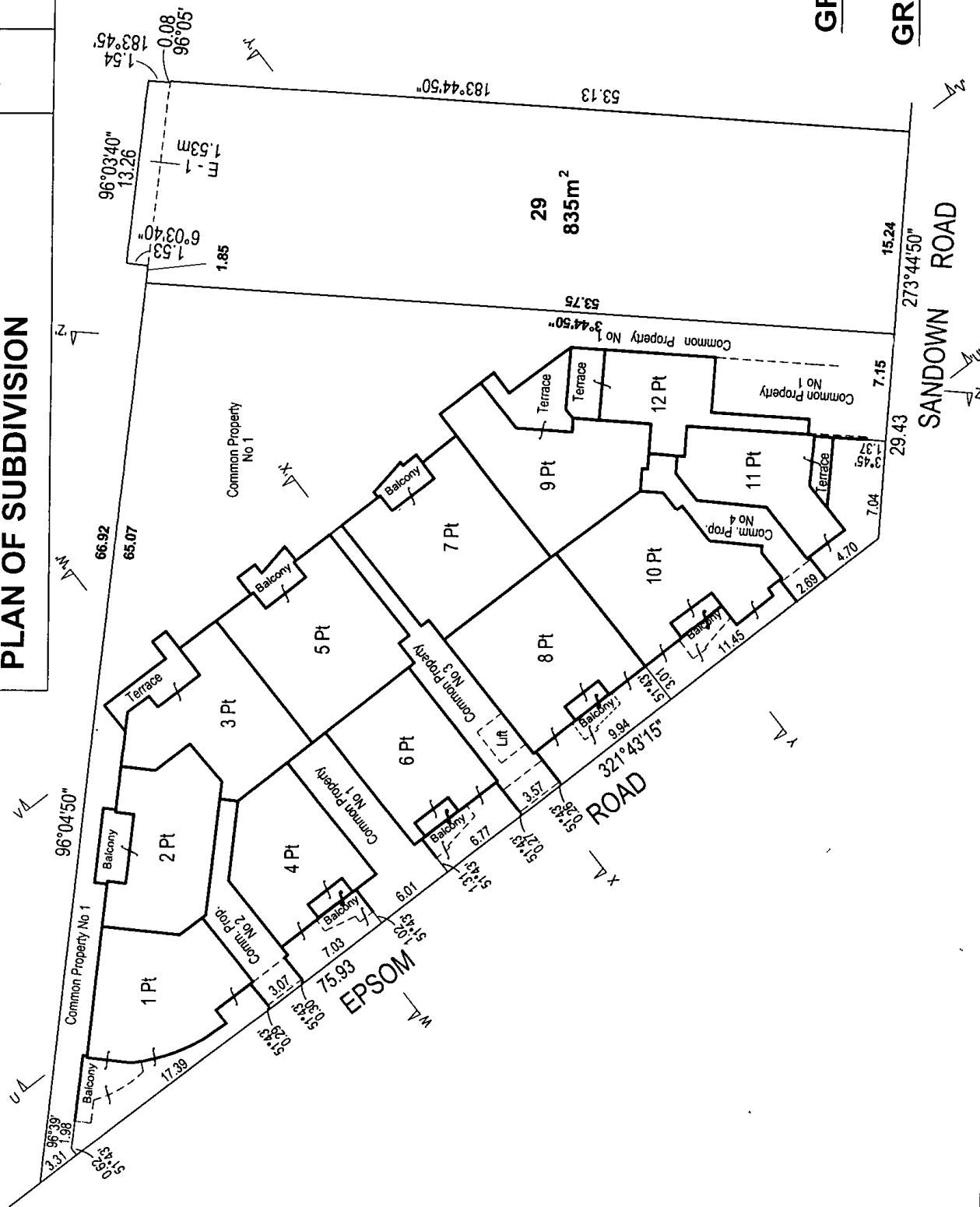
PLAN OF SUBDIVISION				Stage No.	LTO Use Only EDITION 4	Plan Number PS 536715S
LOCATION OF LAND Parish: DOUTTA GALLA Township: - Section: - Crown Allotment: - Crown Portion: 3 (PART) LTO base record: - Title References: Vol. 10458 Fol. 618 Vol. 10565 Fol. 173 Vol. 10595 Fol. 786 Last Plan Ref.: BP 2058V Postal Address: 44 SANDOWN ROAD & 157 EPSOM ROAD ASCOT VALE, 3032 AMG Co-ordinates: E 316 500 Zone 55 (of approx. centre of land in plan) N 5 816 250				COUNCIL CERTIFICATION & ENDORSEMENT COUNCIL NAME: CITY OF MOONEE VALLEY REF: 5810 / 03 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 17 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made. (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date: 03 / 2005 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date:		
VESTING OF ROADS OR RESERVES				NOTATIONS STAGING: This is is not a staged subdivision Planning Permit No. - DEPTH LIMITATION: DOES NOT APPLY		
Identifier	Council / Body / Person					
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND ARE THE INTERIOR FACE OF WALLS, WINDOWS, FLOORS, CEILINGS, ROOF AND COLUMNS.						
ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND COLUMNS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No 1. THE POSITION OF THESE DUCTS, SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.						
COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 - 29, AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS, ROOFS, CEILINGS, WINDOWS AND COLUMNS WHICH DEFINE BOUNDARIES.				Survey This plan is is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
EASEMENT INFORMATION						LTO use only Statement of compliance/ Exemption Statement Recieved <input checked="" type="checkbox"/> Date 04 / 03 / 2005 THIS IS AN LR COMPILED PLAN CHECKED 10/05/2006 TSG Assistant Registrar of Titles SHEET 1 OF 13 SHEETS
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Section 12(2) of the Subdivision Act 1988 Applies to the land herein						
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In favour Of		
E - 1	DRAINAGE AND SEWERAGE	1.53	Inst H660063	CITY OF ESSENDON		
Di MASE BERRY & Co Pty Ltd 142a Sydney Road, BRUNSWICK 3056 Tel 9387 7577				Licensed Surveyor (print): Geoffrey Berry Signature: _____ Date: 27 / 01 / 05 Surveyors Ref: 9477 Version: 1		
				Council Delegate Signature Date: 01 / 03 / 05 Original Sheet Size A3		

PLAN OF SUBDIVISION

Plan Number

PS 536715S

Stage No	Stage Description	Start Date	End Date	Actual Cost	Budgeted Cost	Variance
1	Site Preparation	2023-01-01	2023-01-15	10000	12000	-2000
2	Foundation Work	2023-01-16	2023-02-01	15000	15000	0
3	Structural Framework	2023-02-02	2023-02-15	20000	18000	2000
4	Roofing	2023-02-16	2023-02-28	12000	10000	2000
5	Interior Finishing	2023-03-01	2023-03-15	8000	8000	0
6	Landscaping	2023-03-16	2023-03-31	5000	5000	0
7	Final Inspection	2023-04-01	2023-04-05	2000	2000	0
8	Project Completion	2023-04-06	2023-04-06	0	0	0
Total				70000	60000	10000



AMG ZONE 55

Di MASE BERRY & Co Pty Ltd
142A Sydney Road, Brunswick 3056
Tel 9387 7577 Fax 9387 8813

SCALE

A3

A3
Original Sheet Size: 1 : 300
Original Scale

Lengths are in Metres

Licensed Surveyor (print):

Geoffrey Berry

Signature:

27.01.05

Surveyors Ref: 9477
Version: 1

SHEET 2 OF 13 SHEETS

Council Delegate Signature

Date: 01, 03, 05

705a

PLAN OF SUBDIVISION

Stage No.	Plan Number
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Plan Number

PS 536715S

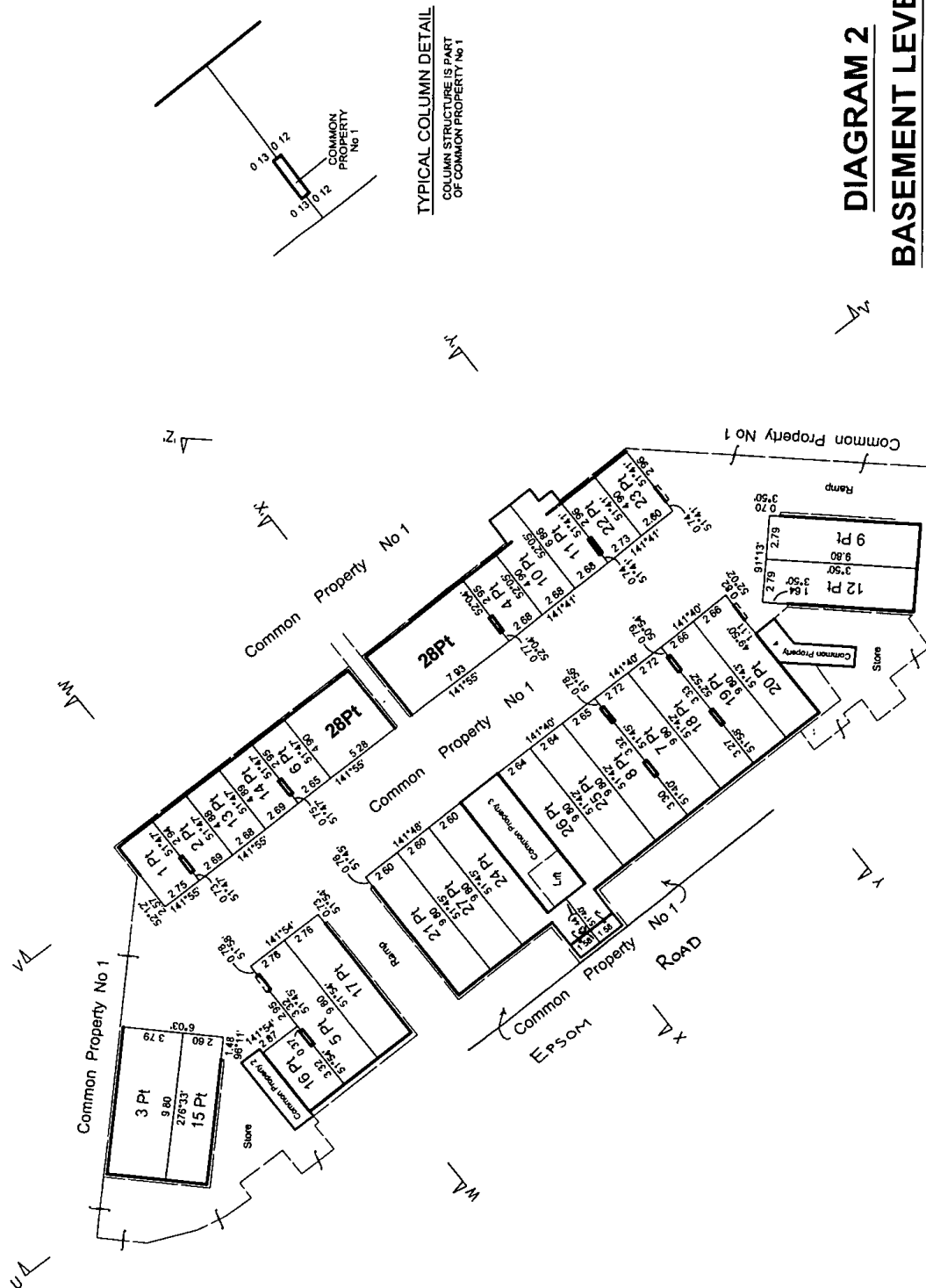


DIAGRAM 2
BASEMENT LEVEL

AMG ZONE 55

SCALE

Lengths are in Metres

1 : 300
Original Scale:

Original Scale:

A3
Original Sheet Size

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142A Sydney Road, Brunswick 3056
Tel 9387 7577 Fax 9387 8813

SHEET 3 OF 13 SHEETS

Geoffrey Berry

Licensed Surveyor (print):

..... ..
Council Delegate Signature

Version: 1

Surveyors Ref: 9477

ate: 27, 01, 05

Date: 01, 03, 05

...

PLAN OF SUBDIVISION

Plan Number

PS 536715S

Stage No.

AMG ZONE 55

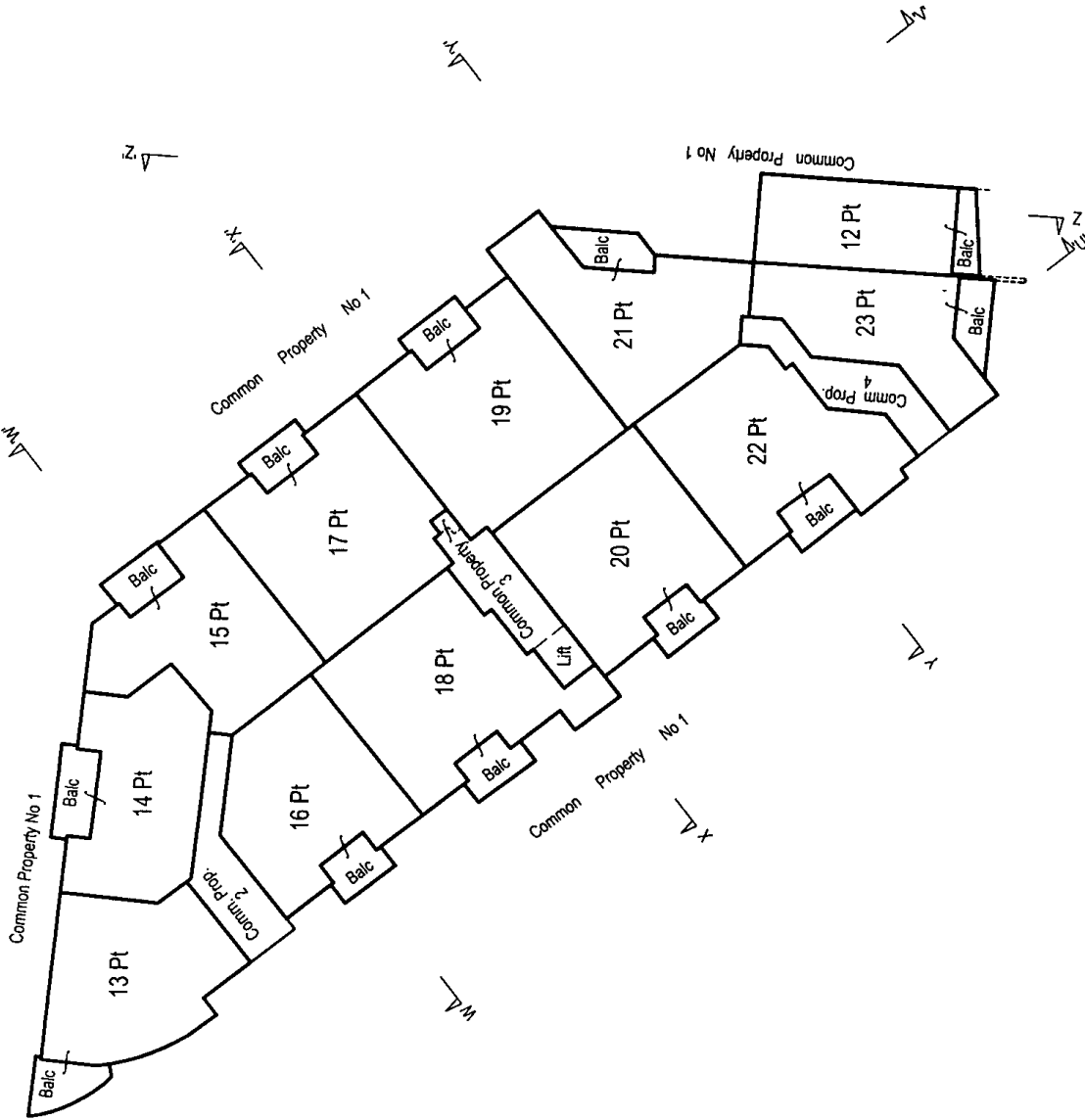


DIAGRAM 3

FIRST STOREY

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Tel 9387 7577 Fax 9387 8813

Original Sheet Size:
A3

Original Scale:
1 : 300

SCALE

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Lengths are in Metres

Licensed Surveyor (print):

Geoffrey Berry

Signature

Date: 27 / 01 / 05

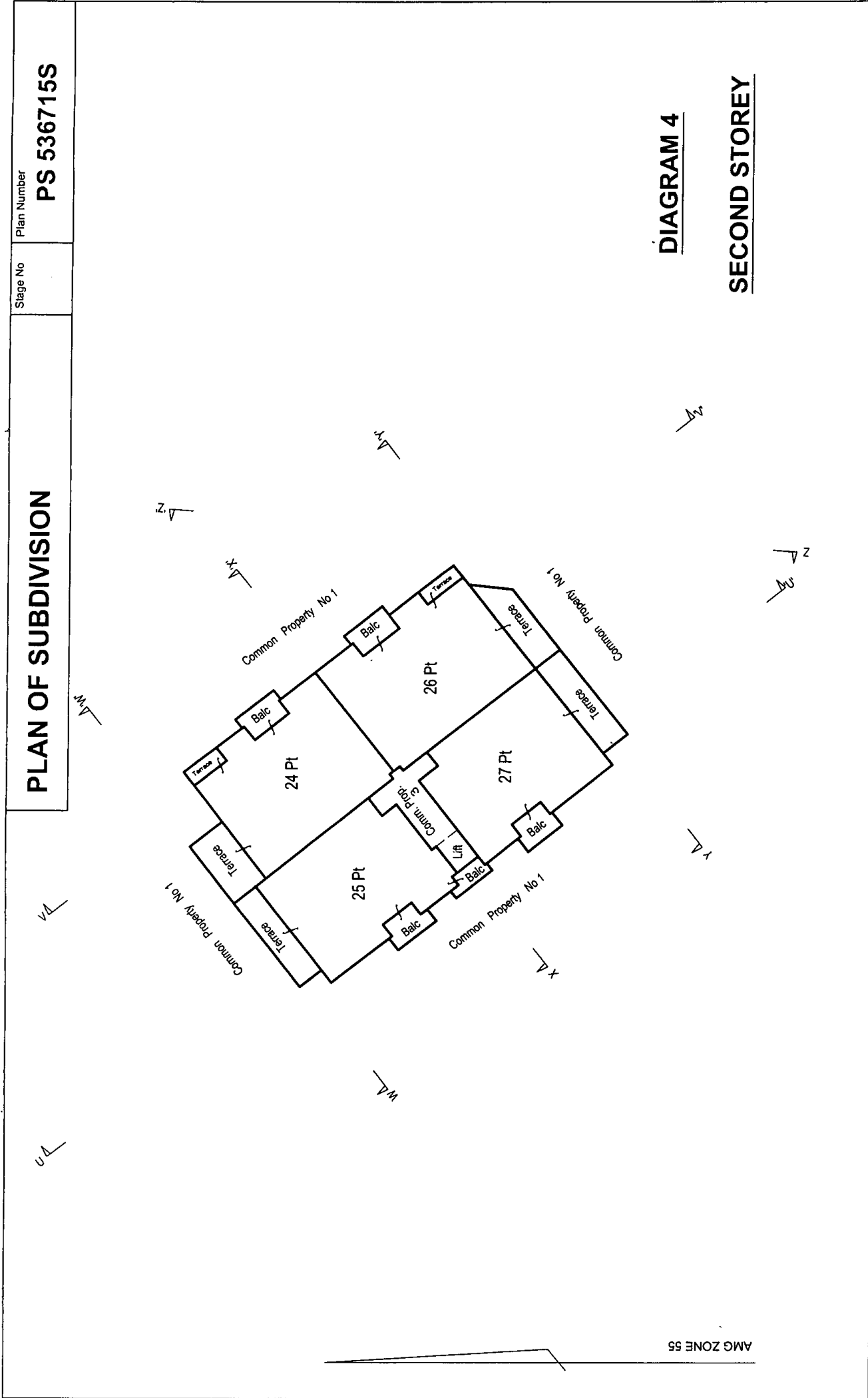
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Surveyors Ref: 9477

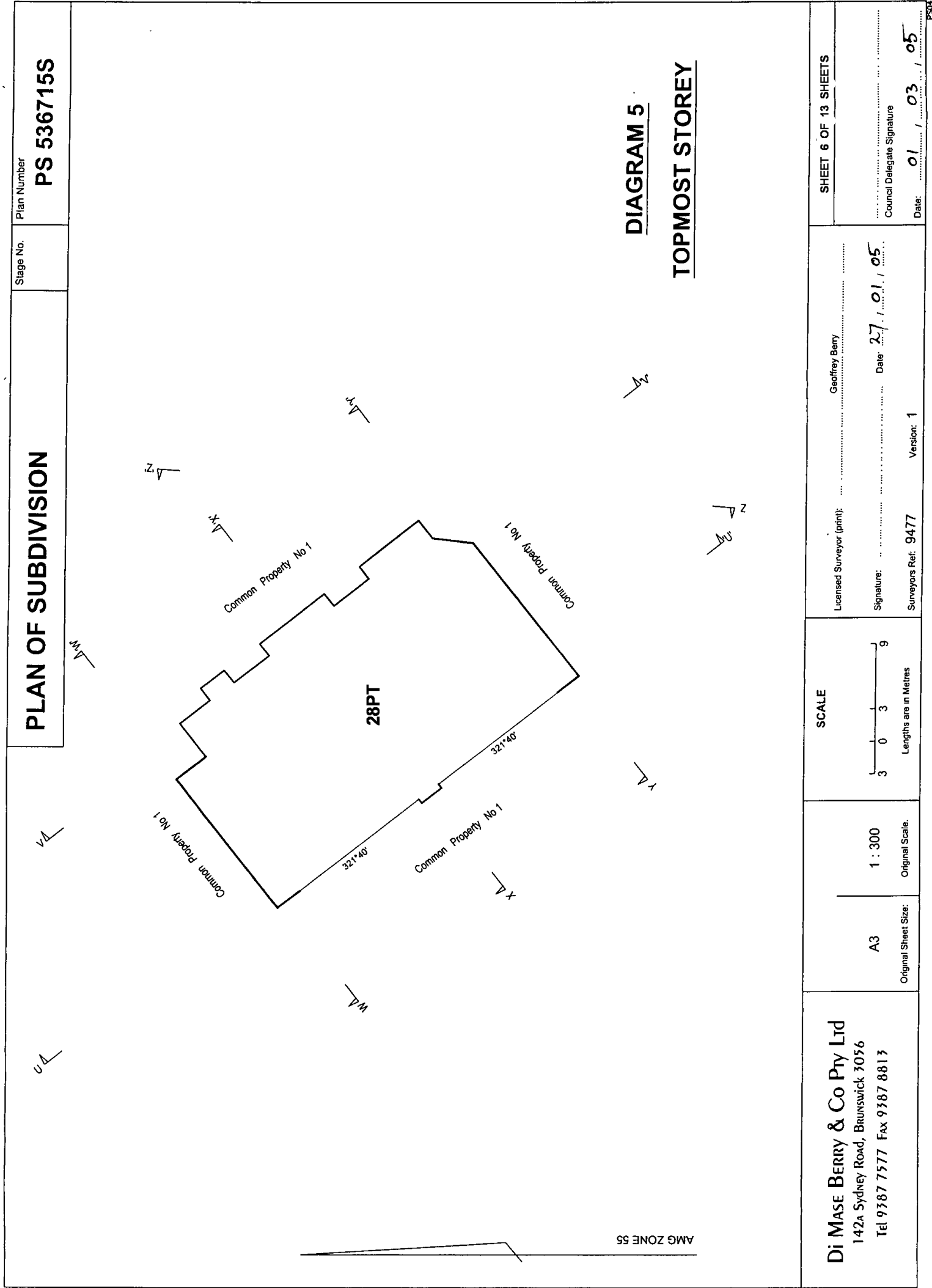
SHEET 4 OF 13 SHEETS

Council Delegate Signature

Date: 01 / 03 / 05



Di MASE BERRY & Co Pty Ltd 142a Sydney Road, Brunswick 3056 Tel 9387 7577 Fax 9387 8813	A3 Original Sheet Size	1 : 300 Original Scale:	SCALE Lengths are in Metres	Licensed Surveyor (print) Geoffrey Berry Signature: Date: 27 / 01 / 05 Surveyors Ref: 9477 Version: 1	SHEET 5 OF 13 SHEETS
				 Council Delegate Signature Date: 01 / 03 / 05

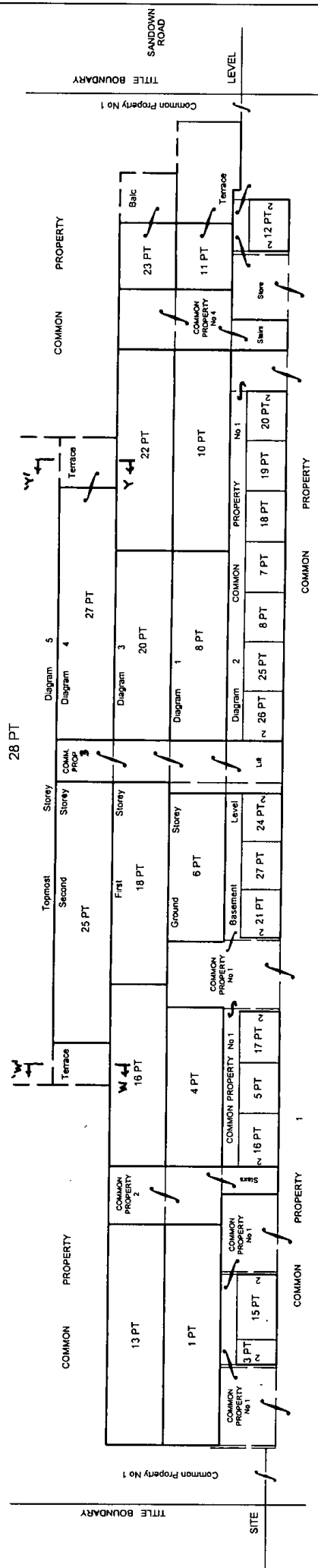


PLAN OF SUBDIVISION

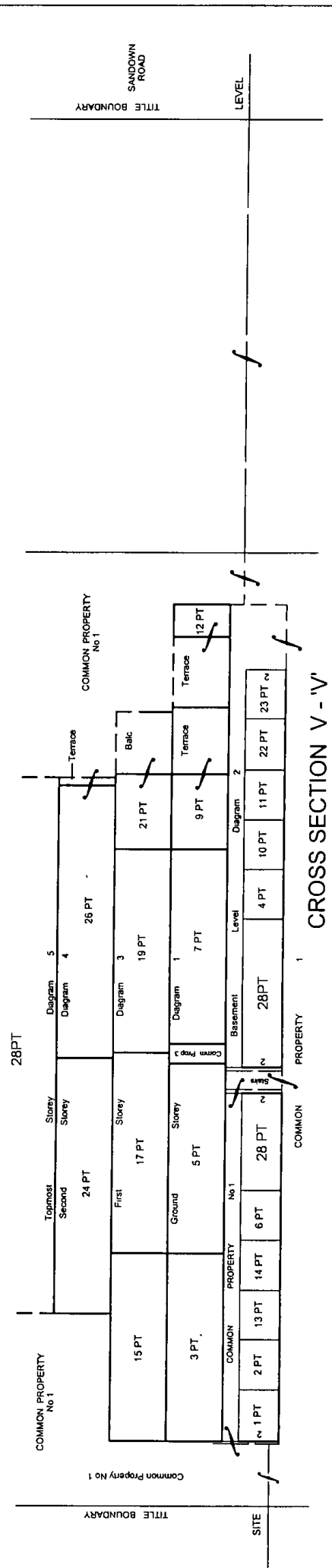
Plan Number

Plan Number

PS 536715S



CROSS SECTION U - 'U'



CROSS SECTION V - "V"

Di MASE BERRY & Co Pty Ltd
142A Sydney Road, Brunswick 3056
Tel 9387 7577

Original Sheet Size:

NOT TO SCALE

Geoffrey Bemy

Licensed Surveyor (print)

Date: 27, 01, 05

Council Delegate Signature

Version. 1

Surveyors Ref: 9477

Date: 01, 03, 05

SHEET 7 OF 13 SHEETS

PLAN OF SUBDIVISION		Stage No.	Plan Number PS 536715S
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CROSS SECTION W - 'W'

CROSS SECTION X - 'X'

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142A Sydney Road, BRUNSWICK 3056
Tel 9387 7577

A3
Original Sheet Size:

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Licensed Surveyor (print): **Geoffrey Berry**
Signature: _____ Date: **21 / 01 / 05**
Surveyors Ref: **9477** Version: **1**

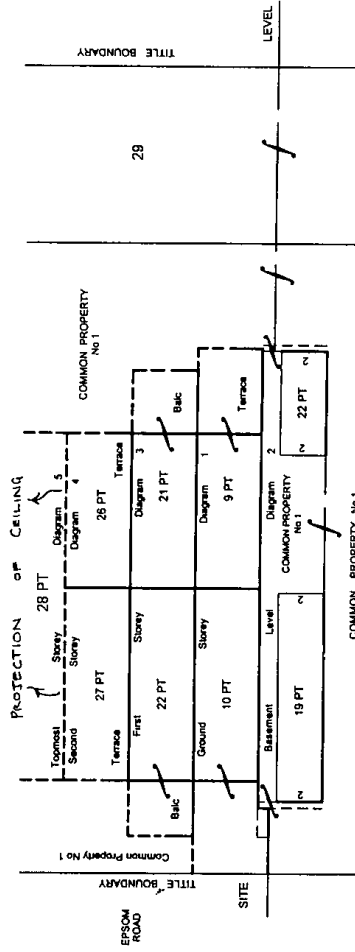
SHEET 8 OF 13 SHEETS

PLAN OF SUBDIVISION

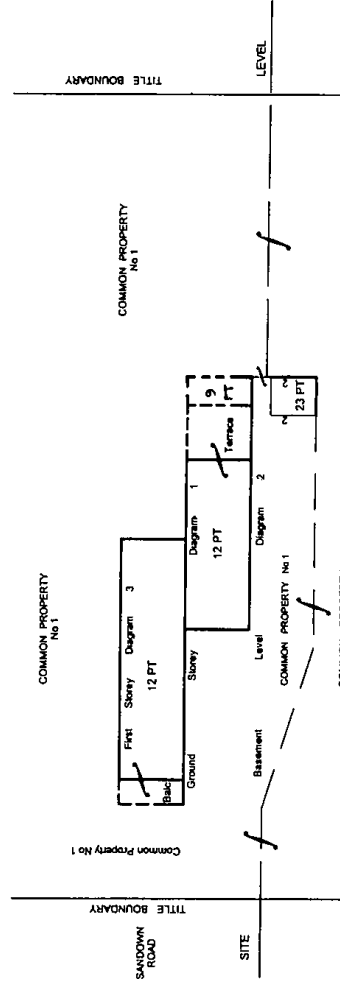
Plan Number

PS 536715S

Stage No.



CROSS SECTION Y - 'Y'



CROSS SECTION Z - 'Z'

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142a Sydney Road, Brunswick 3056
Tel 9387 7577

Original Sheet Size:

A3

NOT TO SCALE

Geoffrey Berry

Licensed Surveyor (pmt):

Signature:

Date: 27 / 01 / 05

Version: 1

Surveyors Ref: 9477

Date: 01 / 03 / 05

Council Delegate Signature

SHEET 9 OF 13 SHEETS

PS536715S

**Owners corporation information
formerly contained on Sheets**

10, 11, 12, 13

**of this plan is now available in the Owners
Corporation Search Report**

Sheets

11, 12, 13

have been removed from this plan

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS536715S

The land in PS536715S is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1 - 28.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

B1 /70 SPEAKMEN STREET KENSINGTON VIC 3031

AN047558X 25/08/2016

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. PS536715S 10/03/2005

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 1 are entitled to use Common Property No. 1 Only the members of Owners Corporation 2 are entitled to use Common Property No. 2 Only the members of Owners Corporation 3 are entitled to use Common Property No. 3 Only the members of Owners Corporation 4 are entitled to use Common Property No. 4

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	76	76



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS536715S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2	77	77
Lot 3	83	83
Lot 4	73	73
Lot 5	83	83
Lot 6	75	75
Lot 7	93	93
Lot 8	95	95
Lot 9	89	89
Lot 10	93	93
Lot 11	70	70
Lot 12	104	104
Lot 13	76	76
Lot 14	75	75
Lot 15	85	85
Lot 16	87	87
Lot 17	108	108
Lot 18	96	96
Lot 19	108	108
Lot 20	106	106
Lot 21	96	96
Lot 22	102	102
Lot 23	71	71
Lot 24	126	126
Lot 25	126	126
Lot 26	126	126
Lot 27	126	126
Lot 28	100	100
Total	2625.00	2625.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2020 12:20:58 PM

OWNERS CORPORATION 1
PLAN NO. PS536715S

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS536715S

The land in PS536715S is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 4, 13 - 16.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

B1 /70 SPEAKMEN STREET KENSINGTON VIC 3031

AN047558X 25/08/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	96	96
Lot 2	98	98
Lot 3	106	106
Lot 4	91	91
Lot 13	97	97



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/04/2020 12:20:59 PM

OWNERS CORPORATION 2
PLAN NO. PS536715S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 14	95	95
Lot 15	107	107
Lot 16	110	110
Total	800.00	800.00

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

653408

APPLICANT'S NAME & ADDRESS

MARY COMMISSO C/- GXS
MELBOURNE

VENDOR

LINKLATER, MATTHEW

PURCHASER

REFERENCE

6938

This certificate is issued for:

LOT 14 PLAN PS536715, LOT CM1 PLAN PS536715, LOT CM2 PLAN PS536715, LOT CM3 PLAN PS536715, LOT CM4 PLAN PS536715 ALSO KNOWN AS 14/157 EPSOM ROAD ASCOT VALE
MOONEE VALLEY CITY

The land is covered by the:

MOONEE VALLEY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- and abuts a ROAD ZONE CATEGORY 1

A Proposed Amending Planning Scheme C194moon has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 - C194moon

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

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

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

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

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

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

07 April 2020

Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 03 April 2020 11:56 AM

PROPERTY DETAILS

Address: **UNIT 14/157 EPSOM ROAD ASCOT VALE 3032**
Lot and Plan Number: **Lot 14 PS536715**
Standard Parcel Identifier (SPI): **14\PS536715**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **225476**
Planning Scheme: **Moonee Valley**
Directory Reference: **Melway 28 G11**

www.mvcc.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **JEMENA**

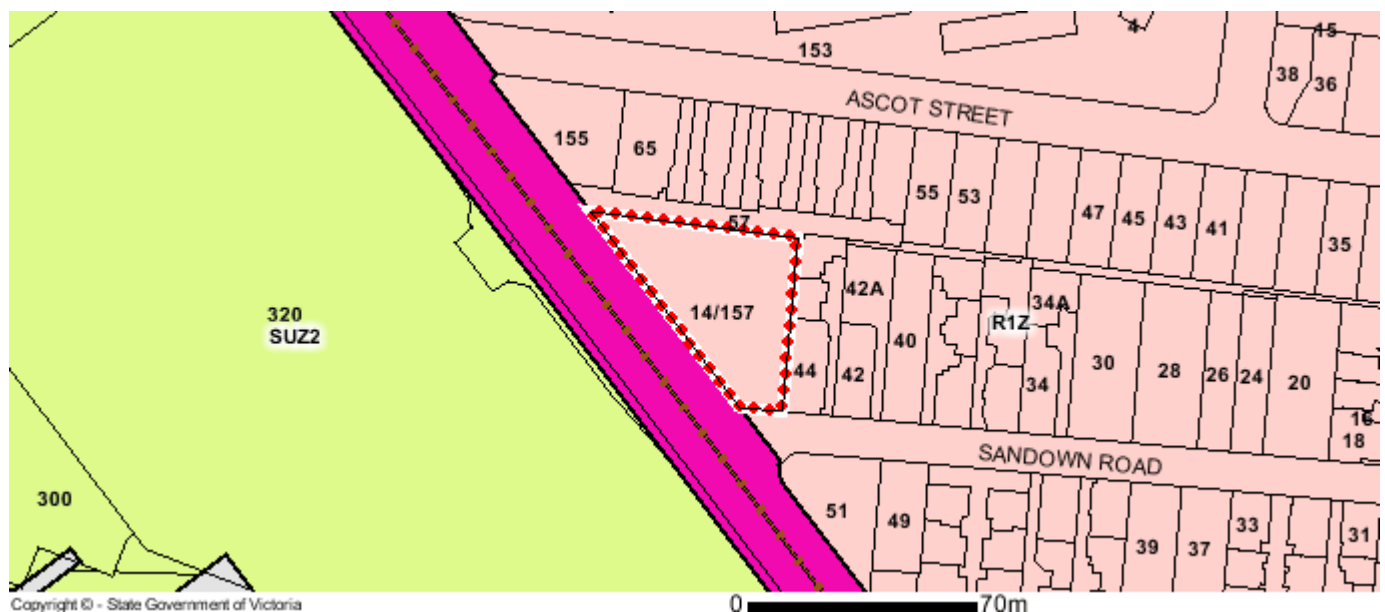
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **ESSENDON**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(R1Z\)](#)



PUZ4 - Public Use - Transport

R1Z - Residential 1

RDZ1 - Road - Category 1

SUZ - Special Use

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. 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 PROPERTY REPORT: 14/157 EPSOM ROAD ASCOT VALE 3032

Page 1 of 3

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

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

Date: 14-Apr-2020

Your Ref: 36618710-021-7:67749

LANDATA BY WEBSERVICE GATEWAY
PO Box 500
EAST MELBOURNE VIC 8002

Re: Land Information Certificate (Section 229 LGA 1989)
Certificate No. 97586

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under *The Local Government Act, 1958, Local Government Act 1989*, or under a Local Law or By Law of the Council. **NB: This Certificate is valid for a period of 90 days from the date of issue.** This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Assessment No. 273879-7 Parish of Doutta Galla

Property Situated : 14/157 Epsom Road, ASCOT VALE VIC 3032

Operation date of valuation is 01-Jul-2019 based on level of value as at 01-Jan-2019.

SITE VALUE: \$135,000 CIV: \$415,000 NAV: \$20,750

For Rates and Charges please see table on the following page.

RATES & CHARGES LEVIED FOR THE 2019/2020 FINANCIAL YEAR

Certificate Number. **97586**

<p>Rates are levied on the Capital Improved Value (CIV) at either 0.00190878 cents in the dollar on Residential assessments, OR 0.00234780 cents in the dollar on Non-Residential assessments for the rating period 1 July 2019 to 30 June 2020.</p>	<p><u>BALANCE OUTSTANDING</u></p>						
<p>Interest charges may be applied on late instalment payments for the amount of the unpaid instalment from the due date of the instalment. Payment in full in February is no longer a Council payment option.</p>	<table> <tr> <td>General Rates/Municipal Charge</td><td style="text-align: right;">940.85</td></tr> <tr> <td>Fire Service Property Levy</td><td style="text-align: right;">133.85</td></tr> <tr> <td>Garbage Charge</td><td style="text-align: right;">179.00</td></tr> </table>	General Rates/Municipal Charge	940.85	Fire Service Property Levy	133.85	Garbage Charge	179.00
General Rates/Municipal Charge	940.85						
Fire Service Property Levy	133.85						
Garbage Charge	179.00						
<p>In accordance with Section 175(1) of the <i>Local Government Act 1989</i>, the purchaser must pay all arrears, interest and legal costs upon settlement.</p>	<table> <tr> <td>Arrears of Rates & Charges:</td><td style="text-align: right;">0.00</td></tr> </table>	Arrears of Rates & Charges:	0.00				
Arrears of Rates & Charges:	0.00						
<p>General Notation:</p>	<table> <tr> <td>Interest on Rates to Date: Arrears – Current</td><td style="text-align: right;">0.00</td></tr> <tr> <td>Legal Costs: Current</td><td style="text-align: right;">0.00</td></tr> <tr> <td>Arrears</td><td style="text-align: right;">0.00</td></tr> </table>	Interest on Rates to Date: Arrears – Current	0.00	Legal Costs: Current	0.00	Arrears	0.00
Interest on Rates to Date: Arrears – Current	0.00						
Legal Costs: Current	0.00						
Arrears	0.00						
	<table> <tr> <td>Property Related Debts:</td><td style="text-align: right;">0.00</td></tr> <tr> <td>Property Special Rate/Charge</td><td style="text-align: right;">0.00</td></tr> </table>	Property Related Debts:	0.00	Property Special Rate/Charge	0.00		
Property Related Debts:	0.00						
Property Special Rate/Charge	0.00						
	<table> <tr> <td>Less Payments Received</td><td style="text-align: right;">-940.70</td></tr> </table>	Less Payments Received	-940.70				
Less Payments Received	-940.70						
	<table> <tr> <td>Amount Refunded</td><td style="text-align: right;">0.00</td></tr> </table>	Amount Refunded	0.00				
Amount Refunded	0.00						
	<table> <tr> <td>Less Rebates</td><td style="text-align: right;">0.00</td></tr> </table>	Less Rebates	0.00				
Less Rebates	0.00						
	<table> <tr> <td>TOTAL RATES & CHARGES DUE:</td><td style="text-align: right;"><u>\$313.00</u></td></tr> </table>	TOTAL RATES & CHARGES DUE:	<u>\$313.00</u>				
TOTAL RATES & CHARGES DUE:	<u>\$313.00</u>						

Assessment No. 273879-7

Property Situated : 14/157 Epsom Road, ASCOT VALE VIC 3032

Payment Options:



Billers Code: 93658
Ref: 2738797



Mail Cheques to:
Moonee Valley City Council
PO Box 126
Moonee Ponds VIC 3039

SPECIAL CIRCUMSTANCES:

PARKING PERMITS

- The property may or may not be eligible for parking permits under the current Municipal Parking Policy. Please contact Council's Citizen Services unit on 9243 8888 for further information.

POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT/OTHER INFORMATION

- Potential liability for rates under the *Cultural & Recreational Lands Act 1963* - **NOT APPLICABLE**
- Potential liability for land to become rateable under Section 173 or 174A of the *Local Government Act 1989* - **NOT APPLICABLE**
- Any outstanding amount or any transfer of land required for recreational purposes under Section 18 of the *Subdivision Act 1988* or *Local Government Act 1958* - **NOT APPLICABLE**
- Any notice or orders under *Local Government Act 1958* or *1989*, or Local Law or By Law - **NOT APPLICABLE**

Please note:

1. After the issue of this Certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a new Certificate must be applied for.
2. In accordance with Section 175(1) Local Government Act 1989, the purchaser must pay any current rate or charges on the land and any arrears of rates and charges (including interest) which are due and payable.
3. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Act 1983* until such time as payment of outstanding rates and charges is made.
4. Balances shown subject to clearance of cheques etc.

For further information, please contact Citizen Services on 9243 8888.

I hereby certify that as at the date of this Certificate, the information is true and correct for the property described in this certificate.

Yours sincerely



Rocky Iannello

Coordinator Revenue



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 6500 0166

DATE OF ISSUE - 7/04/2020

APPLICATION NO.

875984

LANDATA COUNTER SERVICES

YOUR REF.

36618710-031-6

SOURCE NO. 99904685210

PROPERTY: UNIT 14/157 EPSOM ROAD ASCOT VALE VIC 3032

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one hundred and forty six dollars and ninety six cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2019 - 30/06/2020	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	102.08	Quarterly	31/03/2020	76.56	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2020	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	231.44	Quarterly	31/03/2020	173.58	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	254.32	Quarterly	31/03/2020	190.74	0.00
TOTAL	666.86			519.90	0.00

Service charges owing to 30/06/2019 0.00

Service charges owing for this financial year 0.00

Volumetric charges owing to 16/03/2020. 0.00

Adjustments 0.00

Current amount outstanding 0.00

Plus remainder service charges to be billed 146.96

BALANCE including unbilled service charges 146.96

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789

Reference: 1250 6500 0166



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 6500 0166

DATE OF ISSUE - 7/04/2020

APPLICATION NO.

875984

Please note the water meter on this property was last read on 16/03/2020.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 16/03/2020 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.69 per day
Sewerage Disposal Charge	\$0.14 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 16/03/2020 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1250 6500 0166

DATE OF ISSUE - 7/04/2020

APPLICATION NO.

875984

Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

NATHAN BENNETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

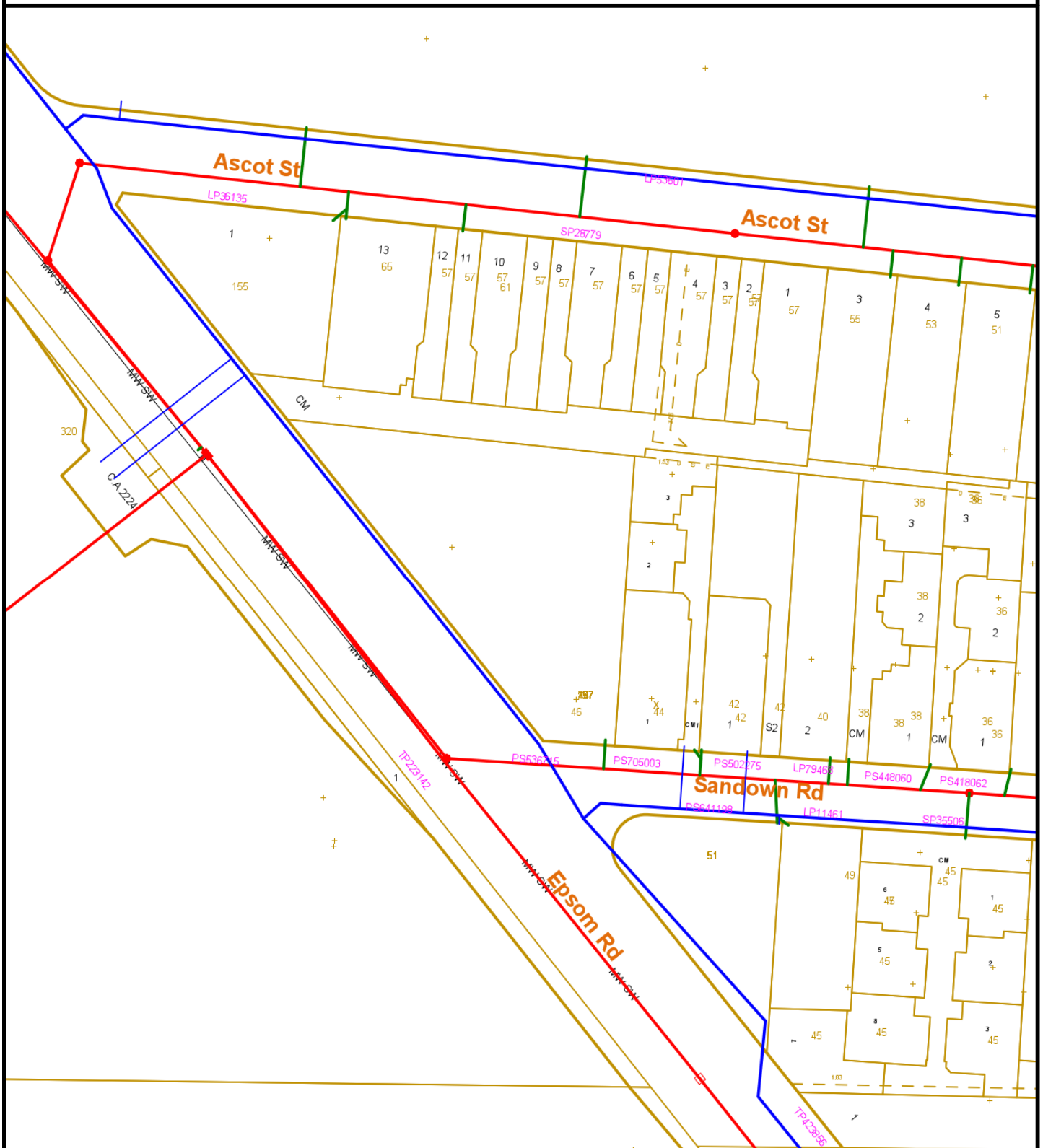


City West
Water™

Encumbrance Plan

1/157 EPSOM ROAD ASCOT VALE 3032

Application No. 875984



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 07/04/2020

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mary Commisso
Suite 1, 105 Beach Street
PORT MELBOURNE 3207

Client Reference: 6938

NO PROPOSALS. As at the 7th April 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 14, 157 EPSOM ROAD, ASCOT VALE 3032
CITY OF MOONEE VALLEY

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

Date of issue: 7th April 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 36618710 - 36618710101724 '6938'

Land Tax Clearance Certificate

Land Tax Act 2005



MARY COMMISSO

Your Reference:	LD:36618710-016-3.6938
Certificate No:	37022637
Issue Date:	07 APR 2020
Enquiries:	ESYSPROD

Land Address: UNIT 14, 157 EPSOM ROAD ASCOT VALE VIC 3032

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32933192	14	536715	10861	888	\$0.00

Vendor: MATTHEW LINKLATER
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MATTHEW JAMES LINKLATER	2020	\$135,000	\$0.00	\$0.00	\$0.00

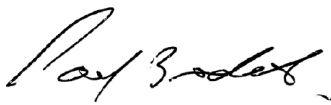
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$415,000
SITE VALUE:	\$135,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 37022637

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$135,000

Calculated as \$0 plus (\$135,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 37022637

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 37022637

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Contact name: Mary Meoli
Telephone 9243 8873
Your ref: 36618710-023-1:67750

09 April 2020

LANDATA BY WEBSERVICE GATEWAY
PO Box 500
EAST MELBOURNE VIC 8002

Dear Sir/Madam

14/157 Epsom Road, ASCOT VALE VIC 3032

In reply to your request please be advised of the following information relating to the above address:

- Particulars of Building Permits granted under the *Building Act 1993* within the past 10 years in relation to the subject land are as follows:

Issue Date	Permit Number	Nature of Construction
------------	---------------	------------------------

N/A

- Council records indicate that there are no current statements issued under regulation 64(1) or exemption granted under regulation 231(2) of the Building Regulations 2018 that affect this property.
- Council records indicate that there are no outstanding orders, notices issued by the relevant building surveyor under the *Building Act 1993*.
- An inspection of the property which would reveal any building work constructed without a Building Permit has not been carried out. It is recommended that prospective buyers arrange for a building professional to inspect and report on the building.

Please note the following regulatory information which may apply to the subject property:

Building Work by Owner-Builders

An owner builder to which the provisions Part 9 of the *Building Act 1993* apply must not enter into a contract to sell the building unless an inspection report from a prescribed practitioner is obtained within 6 months of the date of the contract and the report is disclosed to the purchaser. The vendor must also be covered by the required insurance (if any) and in the case of a home, the contract sets out the warranties of Section 137C of the *Building Act 1993*.

Safety of existing Swimming Pools / Spas

The Building Regulations 2018 require ALL properties containing a swimming pool or spa and capable of containing a depth of water exceeding 300mm to be provided with suitable barriers to restrict children under the age of 5 years from gaining access. The regulations also require all existing gates and doors leading to a swimming pool or spa to be self-closing and self-latching with opening mechanisms located not less than 1.5 metres above the ground level or the internal floor level (as the case may be) measured from the approach side. In addition, the building regulations require the occupier of an allotment containing a swimming pool or spa to take all reasonable steps to ensure the existing safety barriers are maintained and operating effectively at all times.

A person who fails to comply with the above mentioned requirements is guilty of an offence and liable to a penalty.

Self Contained Smoke Alarms in existing Dwellings, Apartments or Units

Self contained smoke alarms complying with AS 3786-1993 must be installed in each dwelling, apartment or unit in appropriate locations on or near the ceiling of every storey and outside each bedroom and in the hallways serving the bedrooms. A person who fails to comply with this requirement is guilty of an offence and liable to an on-the-spot fine.

Hardwired Smoke Alarms or Detection Systems in Residential Accommodation Buildings

Building Regulations 2018 requires that hardwired smoke alarms or a smoke detection system be installed in all Class 1b, 3 & 9a buildings. This includes Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodations, Hotels, Motels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, Health Care Buildings and a Detention Centre. An owner of an above-mentioned building who fails to comply with this requirement is guilty of an offence.

Occupancy Permit

An owner of a Class 1b, 2, 3, 5, 6, 7, 8 or 9 building or an owner of a place of public entertainment must take all reasonable steps to ensure that a copy of any current Occupancy Permit in respect of that building or place is displayed and kept displayed at an approved location within the building or place. This does not apply to a typical residential house.

Fire Safety Equipment and Essential Safety Measures

Buildings constructed before 1 July 1994

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must ensure that any essential safety measure is maintained in a state which enable the essential safety measure to fulfil its purpose and must not be removed from its approved location.

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must also ensure that an 'annual essential safety measures report' is prepared in accordance with regulation 224 in respect of any essential safety measure required to be provided in relation to that building or place under the *Building Act 1993* or the Building Regulations 2018 or any corresponding previous Act or regulations:-

- (a) within 28 days before 13 June 2018; and
- (b) each anniversary of that date.

Buildings constructed after 1 July 1994

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must ensure that any essential safety measure is maintained to fulfil its purpose in accordance with the conditions of the relevant Occupancy Permit or the determination of the relevant building surveyor.

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must also ensure that an annual essential safety measures report is prepared in accordance with Regulation 224 before each anniversary of the relevant anniversary date.

Fire Sprinklers in Residential Care Buildings

Residential Care Buildings must have a fire sprinkler system complying with AS 2118.4 - 2012 (Automatic fire sprinkler systems) installed within the building. In addition, if the sprinkler system has more than 100 heads (outlets) or the building accommodates more than 32 residents, the sprinkler system must be connected to a fire station or other approved monitoring service.

Residential Care Buildings include any building which is a place of residence for persons who need physical assistance in conducting their daily activities and to evacuate the building during an emergency (including any supported residential service, hostel, or nursing home (as defined in the *Health Services Act 1988*) but does NOT include:-

- (i) a hospital; or
- (ii) a dwelling in which two or more members of the same family and not more than two other persons would ordinarily be resident; or
- (iii) a place of residence where less than 10% of residents need physical assistance in conducting their daily activities and to evacuate the building during an emergency.

A person who fails to comply with the above mentioned requirements is guilty of an offence and liable to a penalty.

Fire Sprinklers in Class 3 Buildings (Shared accommodation)

Regulation 147 of the Building Regulations 2018 requires that an automatic fire sprinkler system be installed in all Class 3 buildings. This includes a Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodation, Hotels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, a residential part of a Health Care Building and a Detention Centre. There are certain exceptions depending on the construction of the building and whether it meets regulation 147(5) of the Building Regulations 2018.

Yours sincerely



Carey Patterson
MANAGER BUILDING AND PROPERTY SERVICES



BALMORAL BUILDING
Owners Corporation Management Pty Ltd

All correspondence send to:
PO Box 248 Highpoint, Maribyrnong 3032

Tel: (03) 9372 3337 Fax: (03) 9362 0076
Email: info@balmoralbuildingocm.com.au

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and Owners Corporations Regulations 2007

Owners Corporation No 1 **PS536715 S**
Address **157 Epsom Road, Ascot Vale VIC 3032**

This certificate is issued for Lot **14** on Plan of Subdivision No **PS536715 S**
Postal address is

14/157 Epsom Road
Ascot Vale VIC 3032 Australia

Applicant for the certificate is **INDEED CONVEY**
Address for delivery of certificate Email: mary@indeedconvey.com
Date that the application was received 07 Apr 2020

IMPORTANT: The information in this certificate is issued on **20 April 2020**.

You can inspect the Owners Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are \$1,367.15 per six-monthly.
2. The date up to which the fees for the lot have been calculated is 31 July 2020.
3. The total of any unpaid fees or charges for the lot is: Nil
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above in the sixmonthly and special fees are:

Fees to be established. A total of 5 balconies required urgent repairs. We estimate the total cost for each unit to be between \$ 3,000 - \$ 5,000 per member of the Owners Corporation depending on scope of works. We do not recommend any of the upper balconies be walked on until repairs have been adequately completed.

6. The Owners Corporation has the following insurance cover:

Policy No.	23491	CHU Underwriting Agencies Pty Ltd		
Premium:	\$17,994.49	Policy start date:	19/05/2019	Next due: 19/05/2020

Cover	Sum insured	Excess
Building	\$10,848,040.00	\$1,000.00
Loss of Rent	\$1,627,206.00	\$1,000.00
Common Contents	\$6,360.00	\$1,000.00
Legal Liability	\$20,000,000.00	\$1,000.00
Fidelity Guarantee	\$100,000.00	\$1,000.00
Office Bearers Liability	\$100,000.00	\$1,000.00
Govt. Audit & Legal Expenses	\$25,000.00	\$1,000.00
Appeal Expenses	\$100,000.00	\$1,000.00
Legal Defense Expenses	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$1,000.00

The Buildings covered by the Policy are situated at:

157 Epsom Road, Ascot Vale VIC 3032

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held at the date of this Owners Corporation certificate are set out in the attached balance sheet.
9. There are no liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above.
10. The Owners Corporation has the following contracts affecting the common property:
 - Contract with Balmoral Building OCM for Owners Corporation Management.
 - Contract with AGL for the supply of gas to common areas.
 - Contract with Kone Elevators Pty Ltd for lift maintenance.
11. There is no current agreement made by the Owners Corporation to provide services to members and occupiers for a fee.
12. There are not any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied: There are no notices or orders as at 20 April 2020.
13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except for the following: None
14. The Owners Corporation has resolved to appoint a manager. The manager is:

Balmoral Building OCM Pty Ltd
B1/70 Speakmen St
Kensington VIC 3031

15. No proposal has been made for the appointment of an administrator.
16. Documents required to be attached to the Owners Corporation certificate are:

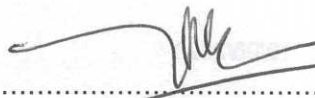
A copy of the latest Balance Sheet for the Owners Corporation
A copy of the minute of the last Annual General Meeting of the Owners Corporation
A copy of the 'Model Rule'
A copy of Schedule 3 of the *Owners Corporations Regulations 2007* entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed below.

Date: 20 April 2020

This Owners Corporation certificate was prepared by:

 (signature)

Anh Vo
Balmoral Building OCM Pty Ltd
B1/70 Speakmen St
Kensington VIC 3031

The Common Seal of
OWNERS CORPORATION No 1 PS 536715S
Was here into affixed in accordance with its Rules:



In the presence of.....
Signed by witness

CHRISTOPHER GREGORY
Print Name



BALMORAL BUILDING
Owners Corporation Management Pty Ltd

All correspondence send to:
PO Box 248 Highpoint, Maribyrnong 3032

Tel: (03) 9372 3337 Fax: (03) 9362 0076
Email: info@balmoralbuildingocm.com.au

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and Owners Corporations Regulations 2007

Owners Corporation No 2 **PS536715 S**
Address **157 Epsom Road, Ascot Vale VIC 3032**

This certificate is issued for Lot **14** on Plan of Subdivision No **PS536715 S**
Postal address is

14/157 Epsom Road
Ascot Vale VIC 3032 Australia

Applicant for the certificate is **INDEED CONVEY**

Address for delivery of certificate Email: mary@indeedconvey.com

Date that the application was received 07 Apr 2020

IMPORTANT: The information in this certificate is issued on **20 April 2020**.

You can inspect the Owners Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot are \$29.70 per six-monthly.
2. The date up to which the fees for the lot have been calculated is 31 July 2020.
3. The total of any unpaid fees or charges for the lot is: Nil
4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: None
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above in the sixmonthly and special fees are: None
6. The Owners Corporation has the following insurance cover:

Policy No. 23491 CHU Underwriting Agencies Pty Ltd
Premium: \$17,994.49 Policy start date: 19/05/2019 Next due: 19/05/2020

Cover	Sum insured	Excess
Building	\$10,848,040.00	\$1,000.00
Loss of Rent	\$1,627,206.00	\$1,000.00
Common Contents	\$6,360.00	\$1,000.00
Legal Liability	\$20,000,000.00	\$1,000.00
Fidelity Guarantee	\$100,000.00	\$1,000.00
Office Bearers Liability	\$100,000.00	\$1,000.00
Govt. Audit & Legal Expenses	\$25,000.00	\$1,000.00
Appeal Expenses	\$100,000.00	\$1,000.00
Legal Defense Expenses	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$1,000.00

The Buildings covered by the Policy are situated at: **157 Epsom Road, Ascot Vale VIC 3032**

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held at the date of this Owners Corporation certificate are set out in the attached balance sheet.
9. There are no liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above.
10. The Owners Corporation has the following contracts affecting the common property:
- Contract with Balmoral Building OCM for Owners Corporation Management.
 - Contract with AGL for the supply of gas to common areas.
 - Contract with Kone Elevators Pty Ltd for lift maintenance.
11. There is no current agreement made by the Owners Corporation to provide services to members and occupiers for a fee.
12. There are not any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied: There are no notices or orders as at 20 April 2020.
13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except for the following: None
14. The Owners Corporation has resolved to appoint a manager. The manager is:
15. No proposal has been made for the appointment of an administrator.
16. Documents required to be attached to the Owners Corporation certificate are:

A copy of the latest Balance Sheet for the Owners Corporation
A copy of the minute of the last Annual General Meeting of the Owners Corporation
A copy of the 'Model Rule'
A copy of Schedule 3 of the *Owners Corporations Regulations 2007* entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed below.

Date: **20 April 2020**

This Owners Corporation certificate was prepared by:

 (signature)

Anh Vo
Balmoral Building OCM Pty Ltd
B1/70 Speakmen St
Kensington VIC 3031

The Common Seal of
OWNERS CORPORATION No 2 PS 536715S
Was here into affixed in accordance with its Rules:



In the presence of:.....
Signed by witness

CHRISTOPHER GREGORY
Print Name

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.

ROYAL ASCOT

BODY CORPORATE
RULES
PS 536715S

157 EPSOM ROAD, ASCOT VALE

Subdivision (Body Corporate) Regulations 2001 No. 28

**SCHEDULE
FORM 1**

**Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001
Subdivision Act 1988**

STANDARD RULES

Use of common property and lots

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

- 1. Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors.**
- 2. Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate.**
- 3. Use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier.**
- 4. Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate.**
- 5. Make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.**
- 6. Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.**

Subdivision (Body Corporate) Regulations 2001 No. 28

SPECIAL RULES

In these rules:

- (a) "Managing Agent" means the Company for the time being appointed by the body corporate as its managing agent and a reference in these rules to the body corporate shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires.
- (b) "Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (i) words imparting the singular include the plural and vice versa;
 - (ii) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and nay governmental authority; and
 - (iii) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. Support and Provisions of Services

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that;
 - (i) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
 - (ii) the structural and functional integrity of any part of the common property is impaired; or
 - (iii) the passage or provision of services through the lot or the common property is interfered with.
- 1.2 A proprietor or occupier of a lot must no install a safe in a lot without the written consent of the body corporate an before submitting to the body corporate a structural engineering report in respect of the proposed installation.
- 1.3 A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service including gas, electricity and/or water, then that Member shall pay a proportion of such service and supply charges relation to same on a

proportional rate by dividing the unit liability of that Lot by the and iced jointly total unit liability of all Lots services jointly and y no other reference.

2. Behavior by Proprietors and Occupiers

2.1 A proprietor or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or the occupier of another lot or of any person lawfully using common property; or
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the forgoing, use hammer drills or jack hammers in a lot between the hours of 2.00p.m. and 10.00a.m. on weekdays or on weekends at all.
- (d) Make or permit to be made any undue noise in or about the Common Property or any lot affected by the Body Corporate; or
- (e) Make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.

2.2 A Proprietor or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.

2.5 A proprietor or occupier of a lot must not nor permit the consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, pools, spa, tennis court (if applicable).

2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

2.7 A proprietor or occupier must not throw or cause to be thrown any articles of any nature from any window or balcony of the proprietor or occupier's lot.

2.8 A proprietor or occupier must not fail to clear and keep clear on each and every day mail receiving and or newspaper receptacle of all mail circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether they are solicited or not.

3. Cleaning of Lot

3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

3.2 A proprietor or occupier of a lot must keep all internal gardens and balconies clean, tidy and well maintained.

- 3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.
- 3.4 A proprietor or occupier of a lot must keep clean all exterior surfaces of glass in windows and in doors on the boundary of the lot, including so much as is Common Property, unless:
- A. the Body Corporate resolves that it will keep the glass or specified part of the glass clean; or
 - B. that glass or part of the glass cannot be accessed by the proprietor.

4. Damage to Common Property

- 4.1 A Proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing from the body corporate, but this rule does not prevent a proprietor or person authorized by him from installing any locking devices for protection of the lot against intruders and complying with any stipulations of the Managing Agent from time to time.
- 4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the Body Corporate's insurance policy.

5. Moving of Certain Articles (Including Furniture or Goods)

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through common property without first notifying the Body Corporate or its Managing Agent in sufficient time to enable a representative of the Body Corporate or the Managing Agent to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Body Corporate, the Managing Agent or the Managing Agent's representative.
- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Vendor or the Body Corporate.
- 5.4 A proprietor or occupier of a lot must not move articles, furniture or goods in and out of the Building outside the hours permitted; permitted hours are between 9:00am and 5:00pm (Monday to Friday). All moves must be completed by 5:00pm.
- 5.5 A proprietor or occupier of a lot must not move articles, furniture or goods through the front entrance of the Building. Only the entrance at the rear of the Building can be utilized.
- 5.6 A proprietor or occupier of a lot must not leave any waste from moving of furniture or goods in any of the common areas. Cartons or packing crates must be placed in the rubbish.

6. Interference with Common Property and Storage Areas

- 6.1 A proprietor or occupier of a lot must not, without the prior written consent of the Body Corporate, remove any article from the common property placed there by direction or authority of the Body Corporate and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
- 6.2 A proprietor or occupier of a lot must not, without the written authority of the Body Corporate or its Managing Agent, interfere with the operation of any equipment installed on the common property.

- 6.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 6.4 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the Body Corporate. Any covering must comply with fire regulations i.e. being fire retardant and of a colour approved by the Body Corporate.
- 6.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Body Corporate.
- 6.6 A proprietor or occupier of a lot must not damage or deface any entrances, passage, stairways, landings, pathways or any other part of the Common Property.
- 6.7 A proprietor or occupier of a lot must not park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot or in any place other than in the parking areas or bays specified for such purpose by the Body Corporate.
- 6.8 A proprietor or occupier of a lot must not smoke or permit any person to smoke in the lift.
- 6.9 A proprietor or occupier of a lot must not hold private parties on the Common Property unless the Body Corporate consents in writing and then only on the terms and subject to the conditions as specified in that consent.
- 6.10 A proprietor or occupier of a lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other proprietors or occupants of lots or their families or visitors.
- 6.11 A proprietor or occupier of a lot must not enter into or permit any person to enter into any plant room, machine housing, waste disposal room or area, electricity switch room or area, machinery room or area, or adjust or cause adjustment to the thermostat, board control, electricity, gas, or heating or cooling controls etc in or on the Common Property without the consent of the Body Corporate.

7. Security of Common Property

- 7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 7.2 A Proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property or into the pool and garden areas (if applicable).

8. Notification of Defects

- 8.1 A proprietor or occupier of a lot must promptly notify the Body Corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

9. Compensation to Body Corporate

- 9.1 The proprietor or occupier of a lot shall compensate the Body Corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. Restricted Use of Common Property

- 10.1 The Body Corporate may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Body Corporate from fire or other hazards and without limitation may;
- (a) Close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property.
 - (b) Permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots.
 - (c) Restrict by means of key or other security device the access of proprietors or occupants; and
 - (d) Restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
 - (e) Cancel any security card or devices / keys issued where a proprietor is in arrears in payment of Body Corporate levies in excess of 2 quarters.
 - (f) A proprietor or occupier of a lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable items or substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the proprietor or occupier found to be responsible for the damage or blockage by the Body Corporate.

11. Security Keys

- 11.1 If the Body Corporate restricts the access of the proprietors and occupiers under rule 10, the Body Corporate may make the number of security keys as it determines available to proprietors free of charge. The Body Corporate may charge a reasonable fee for any additional security keys required by a proprietor.
- 11.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavors including without limitation an appropriate stipulation in any lease or license of a lot to the occupier to ensure the return of the security key to the proprietor or the Body Corporate.
- 11.3 A proprietor or occupier of a lot in possession of a security key must not without the Body Corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.
- 11.4 A proprietor or occupier of a lot must promptly notify the Body Corporate if a security key issued to him is lost or destroyed.
- 11.5 The cost of replacing any security key, remote control or any service device which is issued to the proprietor of the Body Corporate will be at the proprietor's cost.

12. Garbage

- 12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose (if applicable).
- 12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Body Corporate from time to time but otherwise:
- (a) glass must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate, (if applicable);
 - (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate.
 - (c) All other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property (if applicable);
 - (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).
 - (e) Avoid unnecessary noise when filling bins;
 - (f) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

13. Storage

- 13.1 A proprietor or occupant of a lot must not;
- (a) Except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
 - (b) Do or permit anything, which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

14. Pets and Animals

- 14.1 A proprietor or occupier of a lot must not keep an animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.
- 14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal courtyards.
- 14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.
- 14.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool, spa, tennis court or gymnasium (if applicable).

15. Consent of Body Corporate

- 15.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. Complaints and Applications

- 16.1 Any complaint or application to the body corporate must be addressed in writing to the managing agent, or where there is no managing agent, the secretary of the body corporate.

17. Vehicles on Common Property

- 17.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the body corporate.
- 17.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.
- 17.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the body corporate for the cost of cleaning and removing any oil stains to the garage or other part of the common property.
- 17.4 Permanent parking is not permitted in visitor's spaces (if any).

18. Storage of Bicycles

- 18.1 A proprietor or occupier of a lot must not:
- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the body corporate or its managing agents for such purpose and fitted with bicycle racks;
 - (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its managing agent from time to time.

19. Insurance Premiums

- 19.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

20. Fire Control

- 20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 20.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

21. Recreational Areas (if applicable)

- 21.1 A proprietor or occupier of a lot must not nor permit the regulations as stipulated from time to time by the body corporate to be breached in respect of the use of the recreational and surrounding designated areas.
- 21.2 All visitors are to be accompanied by a resident in all residential areas.
- 21.3 A proprietor or occupier of a lot accepts that utilization of all recreational facilities is at their own risk.
- 21.4 A proprietor or occupier of a lot must ensure all children are supervised by an adult in all recreational areas.

22. Signs, Blinds and Awnings

- 22.1 a proprietor or occupier of a lot must not use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the body corporate and affixed to the property in the area designated for such signage by the body corporate from time to time.
- 22.2 A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the body corporate.
- 22.3 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings to the exterior of the building, whether inside their lot or external to their lot.
- 22.4 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated to change the visual characteristics of the glazing.

23. Painting, Finishing ext.

- 23.1 a proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the building or improvement forming part of the common property or their lot without the consent first obtained by the body corporate.

24. Clothes Drying and Appearance of a Lot

- 24.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.
- 24.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior written consent of the body corporate. (The body corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the development or if it interferes with the views or use and enjoyment of another development on the lot).
- 24.3 A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers of a lot occurs.

24.4 A proprietor or occupier of a lot must not allow any items to be bolted down on the balcony/terrace floor areas.

24.5 A proprietor or occupier of a lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Body Corporate.

25. Compliance with Rules by Invitees

25.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.

25.2 A proprietor of a lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

26. Compliance with Laws

26.1 A proprietor or occupier of a lot must at the proprietors' or occupier's expense promptly comply with all laws relation to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

26.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their respective invitees.

26.3 The proprietor must pay on demand by the Body Corporate all legal costs on a solicitor-own client basis which the Body Corporate pays, incurs or expends in consequence of any default by the proprietor in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Body Corporate contribution fees.

26.4 A proprietor or occupier of a lot which is deemed to be in breach is required to indemnify the Body Corporate against any Loss.

26.5 Where applicable, the Body Corporate will charge penalty interest of no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

27. The Vendor

27.1 Notwithstanding anything to the contrary herein contained, so long as the vendor or related party to the vendor or the vendor's agent noted in the particulars of sale is a member or occupier and is an owner of a lot and so long as any mortgagee or chargee of the vendor or related party to the vendor or the vendor's agent has an interest in any development lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against the vendor or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the vendor or related party to the vendor or the vendor's agent, its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the building and facilities comprised in the development.

27.2 The vendor, related party to the vendor or the vendor's agent, its mortgagees or chargees shall be and are by this rule, authorized by each and every body corporate member in the plan of subdivision to:

- 27.2.1 Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development; and
 - 27.2.2 Take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the development; and
 - 27.2.3 Exclude all and any member or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the development; and
 - 27.2.4 Erect for sale promotional advertising or other signs as the vendor may require on any part of the common property; and
 - 27.2.5 Grant rights to use or access through or over the common property to third parties on such terms and conditions as the vendor or its mortgagee or chargee thinks fit; and
 - 27.2.6 Use whatever rights of way and/or points of egress and ingress to the development as necessary to carryout any works and to block for whatever periods are necessary any rights of way of points of egress and ingress to the development in order to carry out any works.
- 27.3 The Body Corporate must, within 7 days of being requested by the vendor or related party to the vendor or the vendor's agent, or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the vendor or related party to the vendor or the vendor's agent, or its mortgagee or chargee to complete the Development or further stages.

28. Conduct of Meeting

- 28.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001

29. Rooftop and Signage License

- 29.1 The body corporate will, when operative, within seven (7) days of a request from the vendor, grant a rooftop license to the vendor or such other entity as may be nominated by the vendor. The body corporate will do all things and sign all documents necessary to enable the body corporate to execute this license, an will not object in any way to this license.
- 29.2 The body corporate will, when operative, within seven (7) days of a request from the vendor, grant a signage license to the vendor or such other entity as may e nominated by the vendor. The body corporate will do all things and sign all documents necessary to enable the body corporate to execute this license, an will not object in any way to this license.

30. Severability

- 30.1 If a court of competent jurisdiction holds that any part of these rules is void, voidable, illegal or otherwise unenforceable or that these rules would be void, voidable, illegal or otherwise unenforceable unless any part of these rules is severed than that part will be severed from these rules and will not affect the continued operation of the remaining provisions.



Balance Sheet - Group As at 20/04/2020

Owners Corporation PS 536715S	157 Epsom Rd, Ascot Vale VIC 3032
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Owners Corporation 1

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	-17,911.70
Owners Equity--Admin	43,176.44
	25,264.74
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	-861.77
Owners Equity--Maintenance	47.44
	-814.33
Net owners' funds	\$24,450.41

Represented by:

Assets

Administrative Fund	
Cash at Bank--Admin	9,800.15
Receivable--Levies (Special)--Admin	941.29
Receivable--Levies--Admin	21,765.05
Receivable--Other--Admin	1,820.45
	34,326.94
Maintenance Fund	
Cash at Bank--Maintenance	-3,228.90
Receivable--Levies (Special)--Maintenance Fund	1,638.10
	-1,590.80
Unallocated Money	
Cash at Bank--Unallocated	42.19
	42.19
<i>Total assets</i>	32,778.33

Less liabilities

Administrative Fund	
Accounts payable	1,507.53
Creditor--GST--Admin	514.67
Creditors--Other--Admin	7,040.00
	9,062.20
Maintenance Fund	
Creditor--GST--Maintenance	-776.47
	-776.47
Unallocated Money	
Prepaid Levies--Unallocated	42.19
	42.19
<i>Total liabilities</i>	\$8,327.92

Net assets	\$24,450.41
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Balance Sheet - Group

As at 20/04/2020

Owners Corporation PS 536715 S

157 Epsom Road, Ascot Vale VIC 3032

Owners Corporation 2

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	456.95
Owners Equity--Admin	2,271.55
	<u>2,728.50</u>

Maintenance Fund

Operating Surplus/Deficit--Maintenance	0.00
	<u>0.00</u>

Net owners' funds

\$2,728.50

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	2,761.04
	<u>2,761.04</u>

Maintenance Fund

0.00

Total assets

2,761.04

Less liabilities

Administrative Fund

Creditor--GST--Admin	32.54
	<u>32.54</u>

Maintenance Fund

0.00

Total liabilities

32.54

Net assets

\$2,728.50



BALMORAL BUILDING
Owners Corporation Management Pty Ltd

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PO BOX 248 Highpoint, Maribyrnong VIC 3032

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan of Subdivision 536715S
157 Epsom Road, Ascot Vale VIC 3031
Wednesday 04 September 2019
Held at B1/70 Speakmen St, Kensington at 7:05 pm

Present

Anna Marazita	Lot 5
Terri Shanahan	Lot 26
Ashaya Jamison-Carter	Lot 2
Rebecca Lawler	Lot 1
Nathan Grieve	Lot 20

Apologies

Olivia Belvedere	Lot 12 <i>in favour of</i> Chris Gregory
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Proxy

Craigh Caughey	Lot 15 <i>in favour of</i> Chris Gregory
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In Attendance

Chris Gregory	BALMORAL BUILDING OCM PTY LTD
Joshua Gregory	BALMORAL BUILDING OCM PTY LTD
Jordan Gregory	BALMORAL BUILDING OCM PTY LTD

Quorum

Pursuant to S.78 of the Owners Corporation Act 2006, a quorum for a general meeting is 50% of lots or 50% of lot entitlements. If a quorum is not present the meeting will proceed and all decisions are interim decisions. Interim decisions become binding decisions unless a petition for a further meeting from members representing 25% of lot entitlements is received within 28 days of the meeting.

A Quorum was not present, all decisions are interim decisions.

Chairperson

Members RESOLVED that Mr. Joshua Gregory, representative from Balmoral Building OCM Pty Ltd, be elected to act as Chairperson for the purpose of the meeting.

Management Insurance

Balmoral Building OCM Pty Ltd holds professional indemnity insurance for the amount of \$2,000,000 for any one claim. Details of the policy are:

Insurer:	Chubb Insurance Co of Australia Ltd
Insured's name:	Balmoral Building OCM Pty Ltd
Policy Number:	93315357
Date of Expiry:	04/12/2019

Balmoral Building OCM Pty Ltd Liability insurance for the amount of \$20,000,000 for any one claim. Details of

the policy are:

Insurer:	Liberty International Underwriters
Insured's name:	Balmoral Building OCM Pty Ltd
Policy number:	465840
Date of expiry:	04/12/2019

Balmoral Building OCM Pty Ltd is licensed with the Business Licensing Authority with Reg. No 000519.

Balmoral Building OCM Pty Ltd is an Authorized Representative with the Australian Financial Services Licensing with Rep. No 365996.

Balmoral Building OCM Pty Ltd is a member of Strata Community Australia.

Previous Year's AGM Minutes

Members RESOLVED to accept the Minutes from the last Annual General Meeting held on 28 August 2018 as read and confirmed as a true record of the meeting.

Insurance

Members were advised that they are required to satisfy themselves on an annual basis that the levels of cover are adequate. Details of the current insurance policy were distributed to all members as part of the meeting's advance papers. Members are welcome to request a copy of policy wording from Balmoral.

After discussion, Members RESOLVED to accept the current level of cover as adequate.

Manager Report

Significant works completed in the past financial year were:

- Caulking works for multiple balconies across the building complex
- Balcony replacement – Unit 14
- 2 Siphonic drain points installed on the roof to assist with drainage and assist with reported water ingress at Apartments
- CCTV cameras installed in the carpark with remote access available.
- Letterboxes relocated inside of the building following approval from Australia post
 - Planter boxes installed in the old letterbox location
 - Planting to take place by Committee member during Spring 2019

Members RESOLVED to accept the report.

Financial Accounts

Members RESOLVED to accept the Financial Accounts for the year 2018-19 as presented.

Budget

The proposed budget 01/10/19-30/09/20 was presented for discussion.

Members RESOLVED to accept the Proposed budget as presented with the exception of the removal of the \$20,000 Maintenance fund.

Appointment of Members to the Committee

The following members nominated themselves to stand as members of the Committee and were duly elected (in no particular order)

Anna Marazita	Lot 5
Terri Shanahan	Lot 26
Rebecca Lawler	Lot 1

Delegation of Powers to the Committee of the Owners Corporation.

Members RESOLVED to accept the below as Delegations of Powers to the Committee of the Owners Corporation

Subject to Section 11 of the Act, the Committee is delegated all powers and functions that may be exercised by the owners corporation except for –

- The power of delegation
- Any power that requires a unanimous or special resolution
- Any power that must be exercised at a general meeting.
- The power to remove a manager

Penalty Interest on Arrears

As per S.29 of the Owners Corporation Act 2006, members RESOLVED that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.

General Business

Balconies

After discussion, Members RESOLVED the following:

- A Member to recommend two companies to establish an independent report to be completed on identified balconies
- To then source three independent quotes for repair of all balconies based on the established report
- A special general meeting will be held following the above actions

ACTION: Member

Removal of BBQ

Members RESOLVED to remove the BBQ in the back communal area and dispose of it at a hard rubbish collection.

ACTION: Balmoral

Antenna Issues

- Apartments are facing issues with reception during poor weather.
- Balmoral has approved a contractor for the antenna point to be replaced.

ACTION: Balmoral

Security Intercoms

- Members raised that they are unable to see who is ringing their intercom as the video on the camera feed is unclear.
- Balmoral to investigate and determine whether the issue is due to the cameras being scratched, the amplifier or a fault with the wiring
- Once the fault is identified, repairs are to take place.

ACTION: Balmoral

Noise from apartments above

- Members advised that noise can be heard from the apartments above, it is suspected that this is due to the timber flooring material.
- Balmoral will issue a polite notice to members asking them to be aware and considerate of the noise coming from both the floors as well as doors of their apartments.

ACTION: Balmoral

Meeting Closure

There being no further business, the meeting closed at 8:39 PM.

Minutes Prepared By

Jordan Gregory

Date: 8th September 2019

Due Diligence Checklist

What you need to know before buying a residential property

Before buying 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 on 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.