

Contract of Sale of Real Estate

Part 1 of the standard form of contract prescribed by the
Estate Agents (Contracts) Regulations 2008

Property address: Unit 38, 1-11 Bryants Road, Dandenong 3175

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

and 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 prior to signing this contract, they have received:

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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/... /20

Signature

Signature

Print name of person signing

Print name of person signing

State nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

State nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR on/... /20

Signature

Signature

FPROPERTY PTY LTD atf Focus
Communications Superannuation Fund

Print name of person signing

Print name of person signing

State nature of authority if applicable
(e.g. "director", "attorney under power of attorney")

Director

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

IMPORTANT NOTICE TO PURCHASERS
COOLING-OFF PERIOD
(Section 31 *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 or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"
OFF-THE-PLAN SALES
(Section 9AA(1A) *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.

Contract of Sale of Real Estate – Particulars of Sale

Vendor's estate agent

Name:	Richardson French				
Address:	Level 1, 29 Princes Highway, Dandenong 3175				
Telephone:	9791 3868	Fax:	9791 3858	DX:	
Email:					

Vendor

Name(s):	FPROPERTY PTY LTD ACN141066471 atf Focus Communications Superannuation Fund				
Address:	38/1-11 Bryants Road, Dandenong 3175				
Telephone:		Fax:		DX:	
Email:					

Vendor's legal practitioner or conveyancer

Name:	Belleli King & Associates					
Address:	Level 1, 9-11 Pultney Street, Dandenong 3175					
Telephone:	9794 9088	Fax:	9794 5806	DX:	17542 Dandenong	
Email:					Ref:	BW:774158

Purchaser

Name(s):	and/or Nominee				
Address:					
Telephone:		Fax:		DX:	
Email:					

Purchaser's legal practitioner or conveyancer

Name:						
Address:						
Telephone:		Fax:		DX:		
Email:					Ref:	

Property address

The address of the land is: Unit 38, 1-11 Bryants Road, Dandenong 3175

Land (general conditions 3 and 9)

The land is: Certificate of Title reference: Vol 11230 Fol 623 being Lot 38 on Plan PS 605321H
OR described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above of if the land is general law land. The land includes all improvements and fixtures.

Goods sold with the land (general condition 2.3(f))

all fixtures and fittings as inspected
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Payment (general condition 11)

Price	\$	
Deposit	\$	being 10% on the signing hereof
Balance	\$	payable at settlement.

GST (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box :	plus GST
If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:	

SETTLEMENT (general condition 10)

Is due on _____ day of _____ 201 _____ unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

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

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box: in which case refer to general condition 1.1. If 'subject to lease' then particulars of the lease are:	
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TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the <i>Sale of Land Act 1962</i> then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:	
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LOAN (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box:	special conditions
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If the contract is subject to **'special conditions'** then particulars of the special conditions are annexed to the back of this contract.

Contract of Sale of Real Estate – General Conditions

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and

- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer

or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. Loss or damage before settlement

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

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

Special Conditions

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

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

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

Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

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

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner 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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

ADDITIONAL SPECIAL CONDITIONS

ACKNOWLEDGEMENTS

1. The Purchaser acknowledges that prior to signing this contract (or any agreement or documents in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser) the Purchaser has been given by the Vendor a statement in writing and signed by the Vendor in accordance with Section 32 of the Sale of Land Act 1962 as amended and acknowledges that a copy is attached to this contract. Any condition contained in the referred to Vendor statement shall be deemed as part of the special conditions contained herein.

SUBSTITUTED PURCHASER

2. If the Purchaser buys as agent on behalf of a principal the Purchaser in addition to the principal shall remain personally liable under this Contract.
3. The parties hereto hereby agree that at the written request of the Purchaser and upon the Purchaser producing to the Vendor within 14 days of the date hereof a Contract ("the substituted Contract") identical in all its terms and conditions (save as hereinafter provided) to this Contract ("the present Contract") such substituted Contract being executed as Purchaser by the persons ("the substituted Purchaser") nominated by the Purchaser named in the present Contract, then the Vendor shall execute such substituted Contract and the parts thereof shall be exchanged and the present Contract shall, ipso facto, be and be deemed to be cancelled subject to the following:
 - (a) All moneys previously paid by the Purchaser under the present Contract shall be credited as having been paid by the substituted Purchaser to the Vendor under the substituted Contract; and
 - (b) The Purchaser under the present Contract will:
 - (i) indemnify and keep indemnified the Vendor free and against any claim or claims hereafter made or to be made against the Vendor arising howsoever under the provisions of the present Contract or of the substituted Contract and the inclusion herein at the request of the Purchaser of this special condition;
 - (ii) guarantee and indemnify the due performance by the substituted Purchaser of the substituted Purchaser's' obligations under the Guarantee and Indemnify annexed hereto;
 - (iii) pay any additional legal costs incurred by the Vendor arising out of the foregoing arrangements.

PROVIDED ALWAYS that IT IS HEREBY AGREED that the substituted Contract shall vary from the present Contract in the following respects:

- (a) the purchaser named therein shall be the substituted Purchaser;
- (b) this special condition relating to the ability to nominate a substituted

- purchaser shall be omitted therefrom;
- (c) the substituted Contract shall provide for an adjustment of the date upon which the substituted Purchaser under the substituted Contract become responsible for any notice or orders relating to the land sold so as to correspond with the date of the present Contract;
 - (d) the substituted Contract shall provide that the substituted Purchaser is deemed to have accepted title and shall not be entitled to make requisitions thereon.

GUARANTEE

- 4. In the event that the Purchaser hereunder is a Company then the Purchaser shall forthwith after the execution of this Contract procure the execution by each of the Company's directors of a guarantee and indemnity of the due performance by the Purchaser of its obligations under this Contract and shall do so in the form of the Guarantee and Indemnify annexed hereto. In the event that the Directors of the Purchaser company fail or refuse to execute a guarantee and indemnity in the form provided by the Vendor then the Vendor shall at his sole discretion be entitled to terminate this Contract.

WARRANTY

- 5. The Purchaser acknowledges that no information representation or warranty of the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor's agent on the one hand and the Purchaser on the other hand.

WAIVER

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

FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (C'TH)

- 7. (a) The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) requiring the obtaining of consent to the Contract do not apply to the Purchaser and to this Contract.
- (b) In the event of there being a breach of the above warranty, whether

intentional or not the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss damage penalty fine or legal costs which may be incurred by the Vendor as a consequence thereof.

- (c) This warranty and indemnity shall not merge on completion of this Contract.

REASONABLY FORESEEABLE LOSS

8. The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the due date under this Contract the Vendor will or may suffer in addition to any other loss or expense the following losses and expenses:
- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the date for settlement;
 - (c) Accommodation expenses necessarily incurred by the Vendor; and
 - (d) Penalties payable by the Vendor and any claim made against the Vendor arising through any delay in completion of the Vendor's purchase of another property arising from the unavailability of the settlement moneys from this sale and it is agreed that all such losses and expenses constituted reasonably foreseeable loss within the meaning of that phrase in the Contract.

VENUE FOR SETTLEMENT

9. Settlement shall take place at the offices of the Vendor's Solicitors or such other place as the Vendor shall direct and at a time the Vendor directs.

OTHER AGREEMENTS

10. General condition No. 7 does not apply to this contract of sale

CONDITION, RISK, IDENTITY AND USE OF PROPERTY

- 11 (a) Condition
- (i) The Purchaser buys the Property in its condition on the Day of Sale.
 - (ii) The Purchaser carries the risk of loss or damage to the Property from the Day of Sale.
 - (iii) The Purchaser relied on its own enquiries about the nature, quality and condition of the Property in entering into this Contract.

(iv) If any buildings or improvements fail to comply with any applicable law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the land ("Law") this does not constitute a defect in the Vendor's title, or affect the validity of this Contract.

(b) Acknowledgment

The property is sold subject to any restrictions as to user under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation, or any other Law. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof, or refuse or delay payment of the price.

(c) Indemnity

The Purchaser must indemnify hold harmless and keep indemnified the Vendor and the Representatives of the Vendor against any loss or claim that the Vendor and the Representatives of the Vendor directly or indirectly suffer, incur, pay or are liable for which results in any way from the condition, risk, identity, or use of the property as referred to herein, including the existence of any contaminant on or emanating from the Property including any actions based on injury to any person, corporation, property or segment of the environment.

(d) No Claim

The Purchaser must not:

- (i) make any claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition; or
- (ii) require the Vendor to pay all or any part of the cost of making any alteration to the Property to ensure it is fit for any particular purpose, is free from any defect or complies with any applicable Law.

GUARANTEE

I/We

of

(hereinafter called "the Guarantors") in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser 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 we will forthwith on demand by the vendor pay to the vendor the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money interest and other moneys payable under the within contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within contract or the performance or observance of any of the agreements obligations or conditions under the within contract or by time given to the purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors and administrators.

IN WITNESS WHEREOF we have set our hands hereto this
Two thousand and eighteen.

day of

SIGNED SEALED AND DELIVERED
by the said
in the presence of:

SIGNED SEALED AND DELIVERED
by the said
in the presence of:



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

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

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

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

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

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

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

Land	Ppty: Unit 38, 1-11 Bryants Road, Dandenong 3175 Volume 11230 Folio 623	
+ Vendor's name	FPROPERTY PTY LTD atf Focus Communications Superannuation Fund	Date / /
+ Vendor's signature	Director:	
+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		

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1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$7,500.00 Plus GST on purchase price if applicable
--

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

\$nil	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

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is contained in the attached copies of title document/s.

AND the lease attached

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

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restrictions.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None to the vendor's knowledge

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:

None to the vendor's knowledge

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:

None to the vendor's knowledge

5. BUILDING PERMITS

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

Are as follows:

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
 - (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
 - (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"
- Not applicable

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.
The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
 - (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
 - (c) Any certificate of exemption from liability to pay a GAIC
 - (d) Any certificate of staged payment approval
 - (e) Any certificate of no GAIC liability
 - (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
 - (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above
- 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 Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

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

Not applicable

10.3 Further Plan of Subdivision

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

Not applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Are as follows:

Nil

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.)

Due Diligence Checklist is attached.

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies

ATTACHED ARE THE FOLLOWING DOCUMENTS:-

1. Certificate of Title Volume 11230 Folio 623.
2. Plan of Subdivision/Lodged Plan/ No. PS605321H
3. Due Diligence Checklist.
4. Owners Corporation Certificate

ADDITIONAL INFORMATION ATTACHED

13. ATTACHMENTS / ADDITIONAL INFORMATION

1. Purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements. The Purchaser indemnifies the Vendor in all respects in this regard.
2. The Purchaser may become liable for an adjustable proportion of the Rates, Taxes, Charges, Other Similar Outgoings and Statutory Charges at settlement as a consequence of the sale.
3. Where a Service to a property may be connected at the time of entering into a contract, it may nevertheless become disconnected prior to settlement and it may be necessary for the Purchaser to request the supply or reconnection of that service from the Relevant Authority. Any fee for connection or reconnection of a service or of the supply or installation of meters shall be payable by the Purchaser.
4. The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the Responsible Authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided, acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to comply with any requirements of any Authorities. Any goods sold with the property are as inspected and the Vendor makes no representation or warranty as to their condition or fitness for purpose and the purchaser hereby agrees not to make any claim or requisition in relation thereto.
5. The Purchaser acknowledges that the property hereby sold may be within an area designed as subject to termites infestation and the Purchaser should contact the relevant authorities to satisfy themselves as to the extent that the same may affect the property.
6. All dwellings are required to have smoke detectors complying with AS3786; see Building code of Australia clause B1.7 and Building (Amendment) Regulations 1996, regulation 5.14. The Purchaser should personally check the property to ascertain whether it meets both these requirements, because if it does not, it will be the Purchaser's responsibility to undertake the necessary work for compliance, at the Purchaser's expense.
7. All swimming pools and spas are required to comply with the minimum safety fencing standards of the Building Regulations 1994, regulation 5.13. More information may be obtained from the Municipal Council. It will be the Purchaser's responsibility to undertake the necessary work for compliance, at the Purchaser's expense.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 1

VOLUME 11230 FOLIO 623

Security no : 124071687167U
Produced 08/05/2018 02:10 pm

LAND DESCRIPTION

Lot 38 on Plan of Subdivision 605321H.
PARENT TITLE Volume 11137 Folio 482
Created by instrument PS605321H Stage 4 12/10/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FPROPERTY PTY LTD of 1/382 HUNTINGDALE ROAD SOUTH OAKLEIGH VIC 3166
AH596073L 04/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH596074J 04/11/2010
WESTPAC BANKING CORPORATION

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 PS605321H 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 38 1-11 BRYANT'S ROAD DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION (14)
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS605321H

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Plan
Document Identification	PS605321H
Number of Pages (excluding this cover sheet)	3
Document Assembled	08/05/2018 14:15

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

PLAN OF SUBDIVISION	Stage No.	LR use only EDITION 4	Plan Number PS605321H
----------------------------	-----------	---------------------------------	---------------------------------

Location of Land
 Parish: **EUMEMMERRING**
 Township: _____
 Section: **28**
 Crown Allotment: **11 (PT) & 12 (PT)**
 Crown Portion: _____

Title References:
 Vol 6270 Fol 881, Vol 9340 Fol 547
 Vol 9361 Fol 463

Last Plan Reference: LOTS 1 & 2, TP833615C
Postal Address: 11 BRYANTS ROAD
 DANDENONG SOUTH

MGA Co-ordinates: E 343 285
 (Of approx. centre of plan) N 5 793 180 **Zone 55**

Council Certification and Endorsement

Council Name: GREATER DANDENONG CITY COUNCIL Ref: **PSU07/0009**

1 This plan is certified under section 6 of the Subdivision Act 1988

~~2 This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~

~~3 This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made

~~(ii) The requirement has been satisfied~~

(iii) The requirement is to be satisfied in Stage **1**

Council Delegate _____
~~Council seal~~

Date **1/5/07**

~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council delegate~~
~~Council seal~~
~~Date / /~~

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Notations

Depth Limitation: Does not apply

Staging This is / ~~is not~~ a staged subdivision
 Planning Permit No _____

Other Notations

- BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS :
- LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
 MEDIAN: BOUNDARIES MARKED M
 EXTERNAL FACE: ALL OTHER BOUNDARIES
- LOTS 1 & 6 HAVE BEEN OMITTED FROM THIS PLAN

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

Survey: This plan is / ~~is not~~ based on survey
 To be completed where applicable.
 This survey has been connected to permanent marks no(s) PM169 & PM213
 In proclaimed Survey Area no. _____

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)
 SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	4.02	INST 1589066	STATE RIVERS AND WATER SUPPLY COMMISSION

LR use only

Statement of Compliance / Exemption Statement

Received

Date **18/6/2007**

THIS IS AN LR COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 2 Sheets

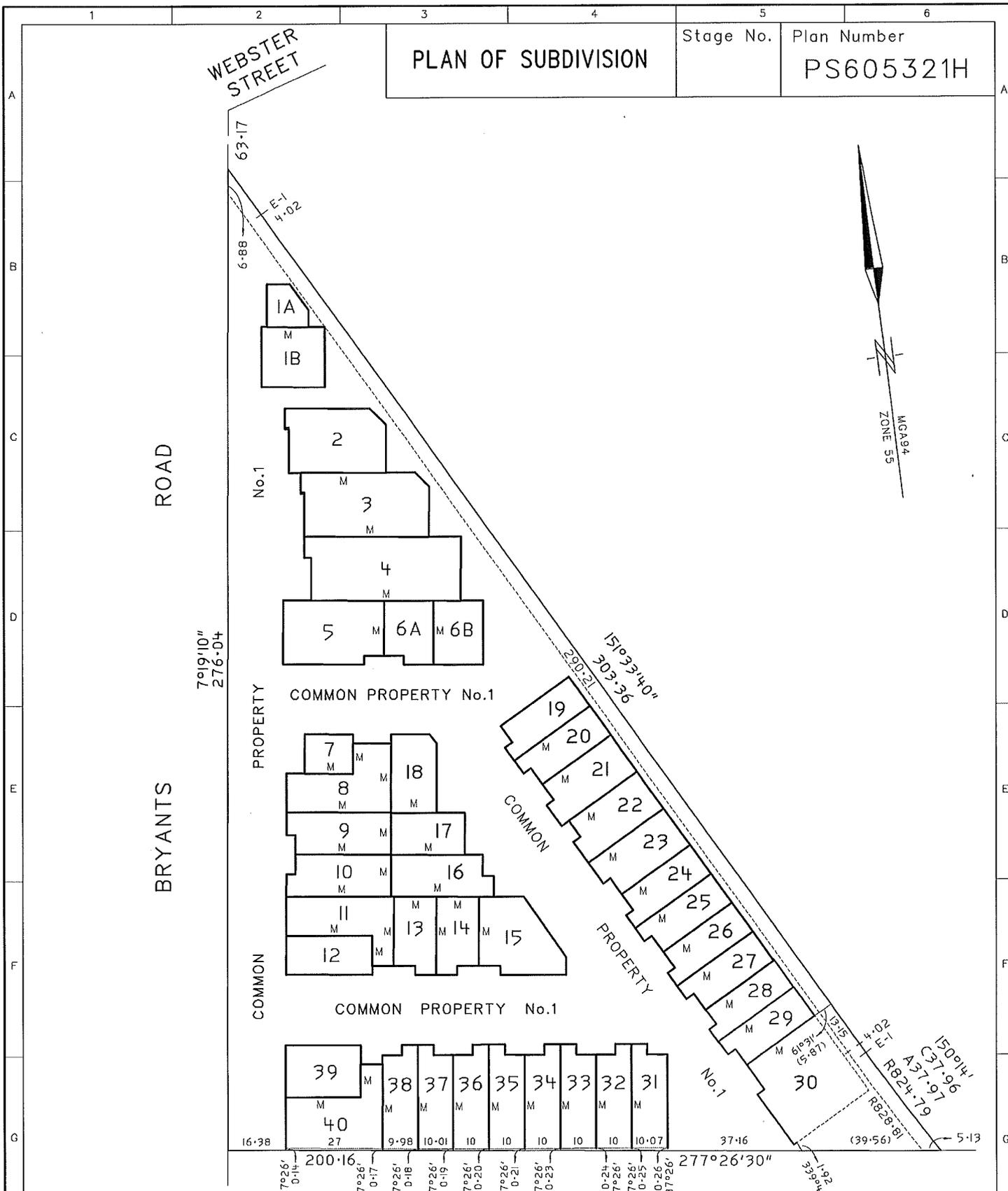
Hellier McFarland

Land Surveyors • Property Consultants • Town Planners
 342 Hawthorn Road Caulfield South Vic 3162
 Telephone: 09 9532 9951 Facsimile: 03 9532 9941
 Internet: www.hml.com.au Email: hml@hml.com.au

LICENSED SURVEYOR **STUART ANDREW McFARLAND**

SIGNATURE _____ DATE / /
 REF **6520T/1** VERSION **C**

DATE / /
 COUNCIL DELEGATE SIGNATURE _____
 Original sheet size **A3**



PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS605321H



Hellier McFarland - Cityplan
 Land Surveyors Property Consultants Town Planners
 342 Hawthorn Rd, Caulfield South, VIC 3162
 Tel: 03 9532 9951 Fax: 03 9532 9941
 www.hmf.com.au hmf@hmf.com.au

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:1000

10 0 10 20 30 40

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE _____ DATE ____/____/____

REF **6520T/6** VERSION **C**

SHEET 2

DATE ____/____/____

COUNCIL DELEGATE SIGNATURE _____

13



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS605321H

The land in PS605321H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1A, 1B, 2 - 5, 6A, 6B, 7 - 40.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNEL STREET PORT MELBOURNE VIC 3207

AH542594K 07/10/2010

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:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1A	40	40
Lot 1B	99	99
Lot 2	159	159
Lot 3	207	207
Lot 4	254	254
Lot 5	162	162
Lot 6A	79	79



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/05/2018 02:15:21 PM

OWNERS CORPORATION 1
PLAN NO. PS605321H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6B	83	83
Lot 7	102	102
Lot 8	140	140
Lot 9	112	112
Lot 10	112	112
Lot 11	130	130
Lot 12	90	90
Lot 13	85	85
Lot 14	85	85
Lot 15	144	144
Lot 16	111	111
Lot 17	80	80
Lot 18	90	90
Lot 19	82	82
Lot 20	80	80
Lot 21	106	106
Lot 22	105	105
Lot 23	105	105
Lot 24	82	82
Lot 25	82	82
Lot 26	82	82
Lot 27	82	82
Lot 28	82	82
Lot 29	82	82
Lot 30	217	217
Lot 31	93	93
Lot 32	93	93
Lot 33	93	93
Lot 34	93	93



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/05/2018 02:15:21 PM

OWNERS CORPORATION 1
PLAN NO. PS605321H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	93	93
Lot 36	93	93
Lot 37	93	93
Lot 38	93	93
Lot 39	102	102
Lot 40	148	148
Total	4545.00	4545.00

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

Statement End.

Property Report

from www.land.vic.gov.au on 22 May 2018 11:26 AM

Address: UNIT 38/1-11 BRYANTS ROAD DANDENONG 3175

Lot and Plan Number: Lot 38 PS605321

Standard Parcel Identifier (SPI): 38\PS605321

Local Government (Council): GREATER DANDENONG **Council Property Number:** 441605

Directory Reference: Melway 91A E11

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

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

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: DANDENONG

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: South East Water Limited

Melbourne Water: inside drainage boundary

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

Planning Zone Summary

Planning Zone: INDUSTRIAL 1 ZONE (IN1Z)

SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)

Planning Overlay: None

Planning scheme data last updated on 16 May 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

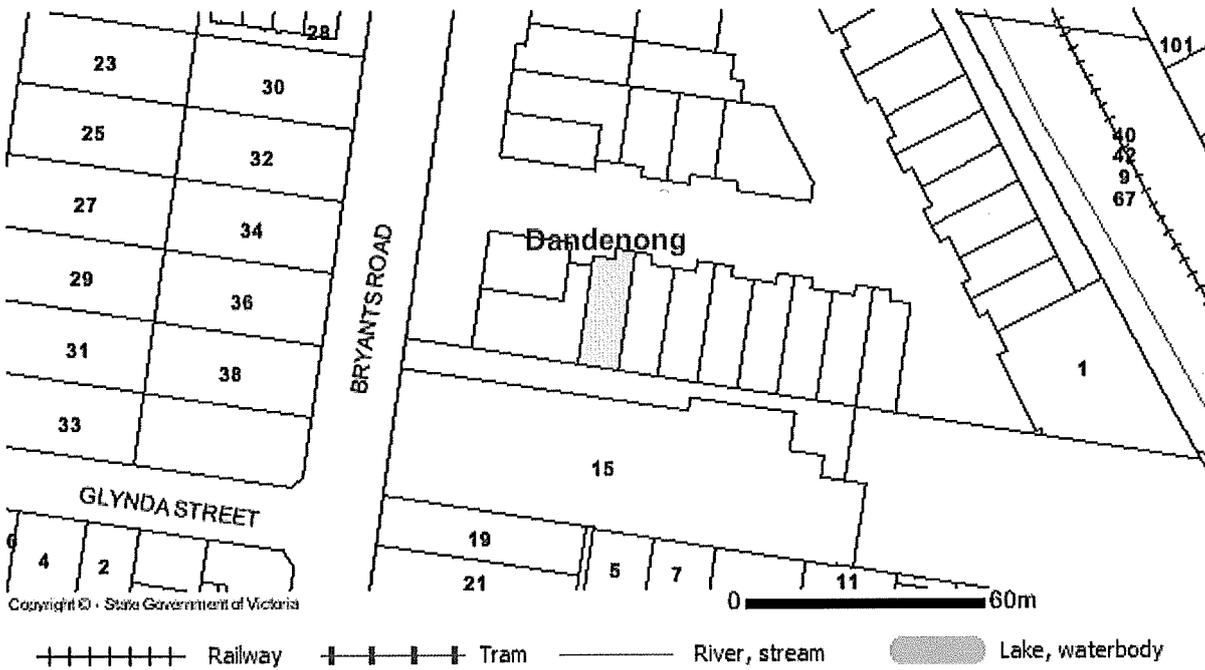
The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



Planning Property Report

from www.planning.vic.gov.au on 22 May 2018 11:26 AM

Address: UNIT 38/1-11 BRYANTS ROAD DANDENONG 3175

Lot and Plan Number: Lot 38 PS605321

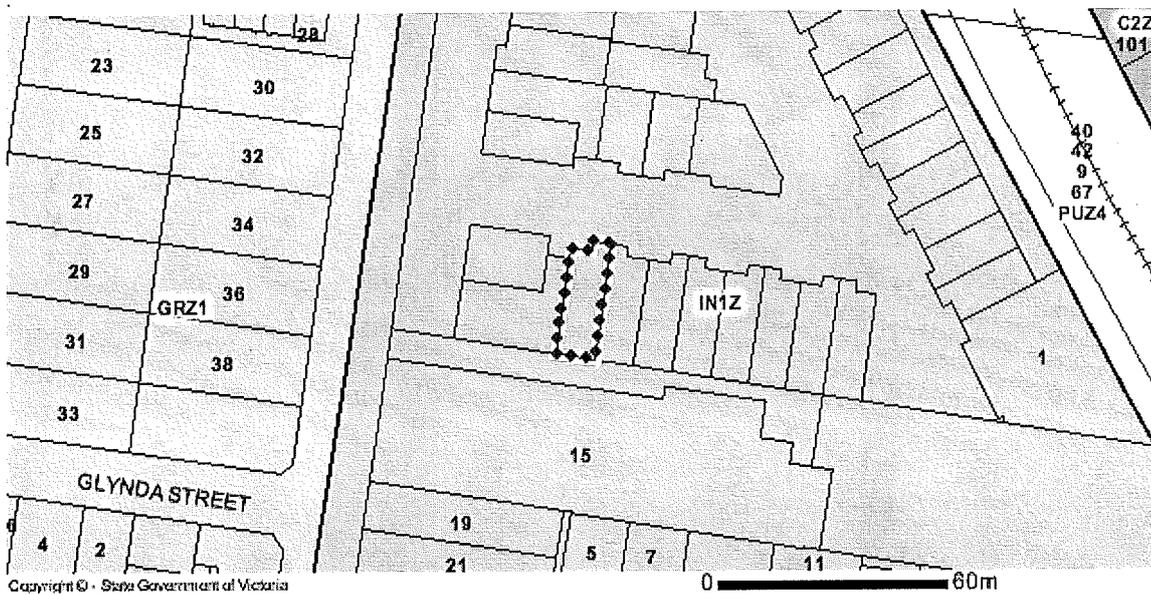
Local Government (Council): GREATER DANDENONG **Council Property Number:** 441605

Directory Reference: Melway 91A E11

Planning Zone

INDUSTRIAL 1 ZONE (IN1Z)

SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)



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

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

+++++ Railway

--- Tram

— River, stream

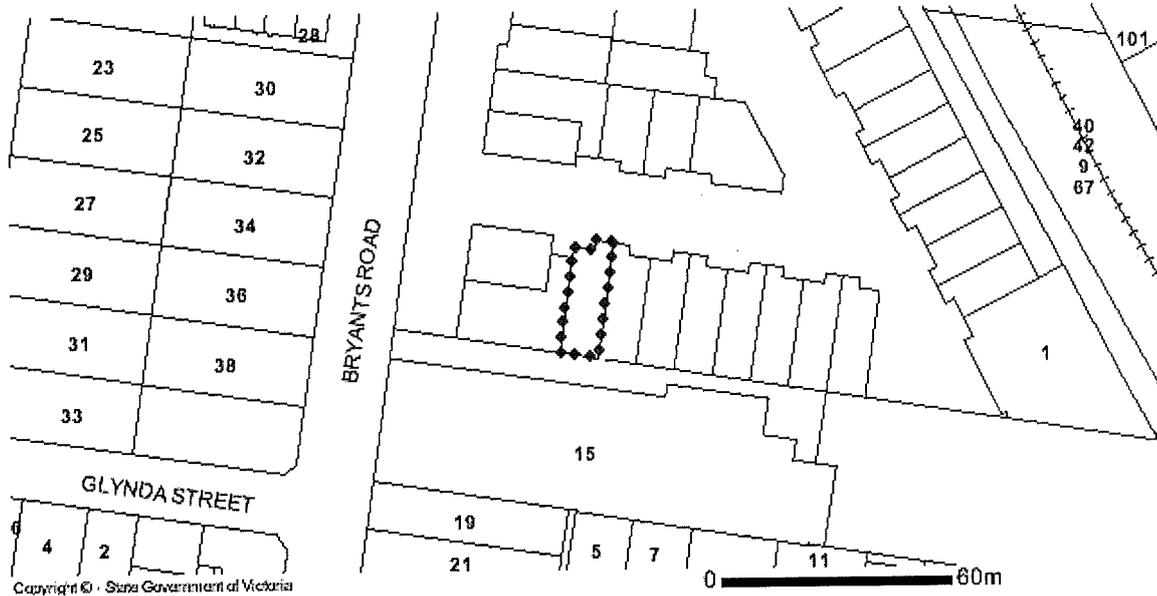
Lake, waterbody

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Planning Overlay

None affecting this land



Overlays Legend

AEO - Airport Environs	IPO - Incorporated Plan
BMO - Bushfire Management	LSIO - Land Subject to Inundation
CLPO - City Link Project	MAEO1 - Melbourne Airport Environs 1
DCPO - Development Contributions Plan	MAEO2 - Melbourne Airport Environs 2
DDO - Design & Development	NCO - Neighbourhood Character
DDOPT - Design & Development Part	PO - Parking
DPO - Development Plan	PAO - Public Acquisition
EAO - Environmental Audit	RO - Restructure
EMO - Erosion Management	RCO - Road Closure
ESO - Environmental Significance	SBO - Special Building
FO - Floodway	SLO - Significant Landscape
HO - Heritage	SMO - Salinity Management
ICPD - Infrastructure Contributions Plan	SRO - State Resource
Railway	VPO - Vegetation Protection
Tram	River, stream
Lake, waterbody	

Note: due to overlaps some colours on the maps may not match those in the legend.

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Further Planning Information

Planning scheme data last updated on 16 May 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

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

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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 22 May 2018 11:27 AM

Address: UNIT 38/1-11 BRYANTS ROAD DANDENONG 3175

Lot and Plan Number: Lot 38 PS605321

Local Government (Council): GREATER DANDENONG Council **Property Number:** 441605

Directory Reference: Melway 91A E11

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017 and 16 May 2018.

The Building Interim Regulations 2017 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of 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 [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and 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 32(2)(dc) of the Sale of Land 1962 (Vic).

IMPORTANT INFORMATION ON YOUR RATES AND CHARGES

Payment of rates

Four instalments

Rates and Charges for the 2017-18 rating year are to be paid in four instalments. The remaining instalment due date is:

4th Instalment 31 May 2018

You can pay the instalment via a range of options as listed below. If ratepayers elect to pre-pay instalments, they must ensure the amount of any prepayment at least meets the amount due and payable on the instalment schedule in order to avoid any interest charges.

Late payment penalties

If you are late paying your rates you will be charged interest. The interest rate is set by the State Government at 10% pa. If you are late, interest will be charged from the due date of each instalment. Interest will continue to be charged on all overdue rates and charges from the previous year(s), until your rates are paid in full. Any overdue rates shown on the front of this notice are included in the fourth instalment and are payable immediately and may be subject to legal action without further notice.

All payments will be allocated in the following order of priority:

1. Legal costs (if any)
2. Interest charges (if any)
3. Arrears charges (if any)
4. Current charges

Pensioner rebate

If you are the holder of a pensioner concession card or DVA Gold Card with war widow or TPI classification, then you may be eligible for a rebate on your rates.

If you have already been granted a pension rebate, then the rebate has been allowed for in the instalment amounts shown.

Change of ownership or address

If any of your details on this notice are incorrect, please let us know. All property owners must let the Council know within one month of any change of address **in writing** to PO Box 200, Dandenong, Vic 3175 or fax to 8571 5196 or email: council@cgd.vic.gov.au

Fire Services Property Levy

The owner of the land may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the Fire Services Property Levy Act 2012 for rateable land and s.28 for non-rateable land.

Financial hardship

Council has a rates hardship policy if you are having difficulty paying your rates. Visit greaterdandenong.com Search: Financial Hardship

Electronic rate notice

Ezybill

If you no longer wish to receive your rate notice in the post, you can register to have it delivered via email. Simply register your details on Council's website and your next rate notice will be conveniently delivered to the email address you provide.

<https://greaterdandenong.ezybill.com.au>

Or

BPAY View

City of Greater Dandenong offers electronic rate notice delivery via "BPAY View".

You will need to register for Bpay View to receive future rate notices electronically.

Sign up today in 3 simple steps

1. Log into your online banking account
2. Look for the BPAY View or View Bills section
3. Register to receive your City of Greater Dandenong Rate Notice by entering:
 - BPAY Biller Code: 8987
 - BPAY View registration number
 - your name, exactly as it appears on the first line only from the address block on your rate notice.

Note: You will not receive a paper bill once you have registered to BPAY View.

BPAY® and BPAY View® are trademarks of BPAY Pty Ltd ABN 69 079 137 518. Contact your Financial Institution for further information and terms and conditions.

For all options to receive your notice search online at: greaterdandenong.com/document/30409/receiving-your-rate-notices

 Phone 8571 1000	 TTY: 133 677 Speak and listen: 1300 555 727 Internet: www.iprelay.com.au	Find us online  www.greaterdandenong.com
 Fax 8571 5196	 TIS: 13 14 50	 www.facebook.com/greaterdandenong
 council@cgd.vic.gov.au		 www.twitter.com/greaterdandy
		 www.youtube.com/citygreaterdandenong

For more information and application forms visit: www.greaterdandenong.com  **8571 1000**

PAYMENT METHODS



BPAY

Phone your financial institution to make this payment from your cheque, credit card or savings account (minimum payment \$1). More info: www.bpay.com.au



AT THE POST OFFICE



DIRECT DEBIT 4 or 9 Instalments

visit www.greaterdandenong.com Search: DIRECT DEBIT or to obtain an application form contact Council on 8571 1000 (Credit cards not applicable)



ON THE INTERNET

• Visit www.greaterdandenong.com and pay by credit card.



BY PHONE

Pay by credit card over the phone by calling **13 18 16**, quoting the Post billpay reference number shown on front of this notice.



IN PERSON

At the council's customer service centres: **EFTPOS** available
Dandenong: 225 Lonsdale Street Monday - Friday 8.30am - 5pm
Springvale: 397 Springvale Road Monday - Friday 8.30am - 5pm
Keysborough: Parkmore Shopping Centre
Monday - Friday 9am - 5pm / Saturday 9am - 1pm
Noble Park: 18 - 34 Buckley Street (Paddy O'Donoghue Centre)
Monday - Friday 9am - 5pm (cheque/credit card only)



BY MAIL

Send your cheque with the Deposit Slip to:
City of Greater Dandenong
PO Box 200, Dandenong Vic 3175

Or

Send Your Credit Card Details - See Over →



Fproperty Pty Ltd
 Unit 38
 1-11 Bryants Road
 DANDENONG VIC 3175

Payments (Visa/MasterCard) & account balances:
 southeastwater.com.au or call 1300 659 658
 Account enquiries:
 southeastwater.com.au/enquiries or call 131 851
 Mon-Fri 8am to 7pm
 Faults and emergencies (24/7):
 live.southeastwater.com.au or call 132 812
 Interpreter service:
 For all languages 9209 0130
 TTY users 133 677 (ask for 131 851)

Account number: 21075344
 Date due: 5 March 2018

Last bill	Payments received	Balance	Current charges	Total due
\$210.55	- \$210.55cr	= \$0.00	+ \$200.65	\$200.65

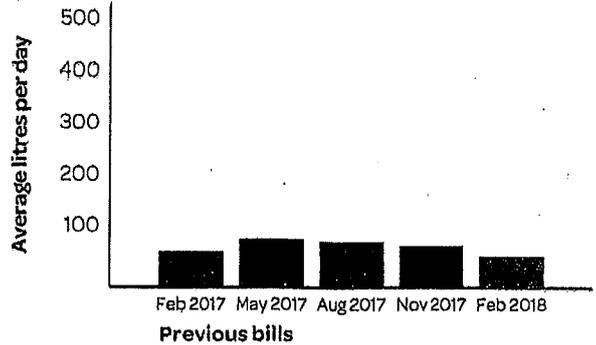
Your account breakdown

Issue date	14 February 2018
Property	UNIT 38 1-11 BRYANTS ROAD DANDENONG VIC 3175
Property reference	47D//08984/00125
Last bill	\$210.55
Payment received	\$210.55cr
Balance brought forward	\$0.00
Our charges (no GST)	\$169.06
Other authorities' charges (no GST)	\$31.62
Total due	\$200.65

Your snapshot

Average daily water use	56 litres
Average daily cost	\$1.85

Your water use



PAID 5/3

Payment options

- DD** Direct debit
Set up payments at southeastwater.com.au
- B PAY** BPAY® (Up to \$20,000)
Bill code: 24208 Ref: 1002 1075 3400 001
- CC** Credit card (Up to \$5,000)
Pay by Visa or MasterCard at southeastwater.com.au or call 1300 659 658

- EFT** EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 21075344
Account name: South East Water Corporation
- Cheque**
Mail a cheque with this portion of your bill to:
South East Water, GPO Box 2763 Melbourne VIC 3001
- POST billpay**
Postbillpay
Billpay Code: 0361 Ref: 1002 1075 3400 001
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Property ref: 47D//08984/00125
 UNIT 38 1-11 BRYANTS ROAD
 DANDENONG VIC 3175



*361100210753400001

PN47D

Total due: \$200.65
Account number: 21075344
Date paid: _____
Receipt number: _____

Our charges

Meter reading details

Date read: 10/02/18

Meter number	current read	previous read	consumption (kl)	Estimate or Actual read
SATM011624	181	176	5	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **12 May 2018**.

Water usage For period 13/11/17 to 10/02/18 (89 days)
5 kl @ \$3.2366 per kl = \$16.18

Sewage disposal
4.50 kl @ \$1.8803 per kl = \$8.46

Total usage charges \$24.64

Service charges For period 01/01/18 to 31/03/18

Water service charge \$30.27

Sewerage service charge \$114.15

Total service charges \$144.42

Our charges \$169.06

Other authorities' charges

Net annual value capped at 1990 levels	Rate in \$	Minimum charge	Charge
Waterways & Drainage	\$11,640.00	.001658	\$31.62

Total other authorities' charges \$31.62

Total current charges \$200.65

Our charges explained

Water usage

Recorded by your water meter, this charge covers the amount of water used at your property. This charge is billed per kilolitre (kl) of water used.

Sewage disposal

This cost covers the safe collection, treatment and disposal of sewage. Sewage is wastewater from areas of your property like the toilet, kitchen, laundry and bathroom.

Service charges

Your water and sewerage service charges are fixed charges for access to our water supply and sewerage systems. These charges help us maintain, renew and expand these systems so we can continue to provide you with high quality drinking water and safe sewerage removal now and into the future.

Other authorities' charges

Waterways & drainage charge

Collected on behalf of Melbourne Water, this charge helps protect and improve the health of our rivers and creeks. It also assists with drainage management, flood protection and flood warning systems. The charge on your account is for the period 01/01/18 to 31/03/18.

Additional information

Interest

Amounts not paid in full may accrue interest from the bill's due date at the current interest rate. The interest rate up to 30 June 2018 is 5.5% per annum. Exemptions may apply for customers making payments in line with an agreed payment plan or those with an eligible concession card.

Water efficiency for business gain

Even a small change can make a difference

Check out these water use tips at
southeastwater.com.au/businesswater

South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

2018 Land Tax Assessment Notice

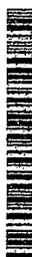
STATE OF VICTORIA
 VICTORIA
 APR 24 2018 10:55 AM



7035407019011000527

031

FPROPERTY PTY LTD
 UNIT 38
 1-11 BRYANTS ROAD
 DANDENONG VIC 3175



CUSTOMER NUMBER
 QUOTE THIS NUMBER
 IF YOU CONTACT US **079914918**

ASSESSMENT NUMBER
 YOUR ASSESSMENT NUMBER
 CHANGES EVERY YEAR **22779635**

ISSUE DATE **4 MAY 2018**

TOTAL PAYABLE **\$198.25**

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU IN YOUR CAPACITY AS TRUSTEE FOR:
FOCUS PROPERTY TRUST

THERE ARE 2 WAYS TO PAY YOUR LAND TAX

1 IN FULL
 To pay in full, choose a payment method from the bottom of the page.

FULL PAYMENT DUE BY 14 SEP 2018

2 INSTALMENTS
MUST BE SET UP BY 1 JUN 2018

Instalments are **ONLY** payable via the online system, AutoPay.

AutoPay allows you to set up automated payments using Visa, Mastercard or direct debit.

Choose from the following options:

FOUR MONTHLY FORTNIGHTLY
 INSTALMENTS INSTALMENTS INSTALMENTS
 (EQUAL AMOUNTS)



Visit sro.vic.gov.au/autopay

See important CHANGES to paying by instalments

sro.vic.gov.au/autopay

Paul Broderick
 Paul Broderick
 Commissioner of State Revenue

PAY IN FULL BY THE DUE DATE USING ONE OF THESE PAYMENT METHODS:

BPAY

Make this payment via internet or phone banking.

Billers Code: 5249
 Ref: 22779635

CARD

Visa or Mastercard only.
 Pay via our website or phone 13 21 61.
 Merchant fees apply.
sro.vic.gov.au/paylandtax

Customer No: 079914918
 Ref: 22779635

WESTPAC

Westpac Banking Corporation

Pay in person at any branch.
 Take this notice and quote:

BSB: 033222 ACC: 170110
 Ref: 2277963

Summary of assessment

Assessment number: 22779635

Period of assessment: 1 January 2018 to 31 December 2018

Land tax applies to the land you own on 31 December 2017. Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

2018 Calculation of land tax payable

Total Taxable Value	\$56,000.00
Tax Calculation	\$198.25
2018 Tax Payable	\$198.25

Land tax trust calculation

	Taxable Value	Total Tax
Surcharge rate	\$56,000	\$198.25
Ordinary rate	\$0	\$0.00
PPR beneficiary (single holding)	\$0	\$0.00
	\$56,000	\$198.25



WE USE SITE VALUE

Land tax applies when the combined total taxable value of all land you own is equal to or exceeds \$250,000. See sro.vic.gov.au/landtax



PROPERTY VALUATIONS

Victorian properties are revalued every two years. The land tax you pay is calculated using the latest council site valuation. Find more details about your site valuation at sro.vic.gov.au/valuation



YOUR HOME IS EXEMPT

There are exemptions from land tax. Holiday homes and investment properties are not exempt. See sro.vic.gov.au/landtax/exemptions



NEED TO AMEND DETAILS?

You can request an amendment to your assessment:

- Update your contact details
- Claim an exemption
- Remove an exemption
- Remove or add land you own in Victoria

To avoid penalties, you must amend certain errors or omissions within 60 days of the issue of this assessment. See sro.vic.gov.au/assessment



YOUR RIGHT TO OBJECT

If you are dissatisfied with your assessment, you may lodge a written objection within 60 days of receiving your assessment. An objection is a formal avenue of dispute resolution, requiring you to explain fully and in detail the grounds of your objection. See sro.vic.gov.au/assessment



OUTSTANDING LAND TAX

The land tax payable on this assessment does not include any land tax owing from prior years.



INTERPRETING SERVICE

For languages other than English, please contact the free Translating and Interpreting Service 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone 13 21 61 DURING BUSINESS HOURS (AEST)





Statement of lands for period 1 January 2018 to 31 December 2018

Assessment number: 22779635

Lands owned as at midnight 31 December 2017



ITEM	ADDRESS/MUNICIPALITY	LAND ID/ REFERENCES	SINGLE HOLDING TAX†	PROPORTIONAL TAX††	TAXABLE VALUE
1	UNIT 38, 1-11 BRYANTS RD, DANDENONG, 3175 GREATER DANDENONG	038377823 38 S605321	N/A	\$198.25 TS	\$56,000
				TOTAL TAXABLE VALUE	\$56,000

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust, or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/landtax

Explanation of codes (for details, go to sro.vic.gov.au/codes)

†SINGLE HOLDING

††PROPORTIONAL

TS

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Trust Surcharge



VICTORIA
BODY CORPORATE
SERVICES PTY LTD
your strata care company

ABN 85 007 034 522
64 Fennell Street
Port Melbourne Vic 3207
Locked Bag 1291
Port Melbourne Vic 3207
t. (03) 8531 8100
f. (03) 8531 8190
vbcs@vbcs.com.au
www.vbcs.com.au

09 May 2018

INFO TRACK
LEVEL 5, NORTH TOWER
459 COLLINS STREET
MELBOURNE VIC 3000

PLAN OF SUBDIVISION NO. PS605321H OC 1
11 BRYANTS ROAD, DANDENONG SOUTH
LOT NO: 38
UNIT NO: 38

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully
VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, appearing to read 'Madeline Fawke', with a long, sweeping horizontal flourish extending to the right.

MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8195
Direct Email : mfawke@vbcs.com.au

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2007 (Regulation 11)

Owners Corporation 11 BRYANTS ROAD
 11 Bryants Road
 Dandenong South 3175

Plan Number: PS605321H OC 1

Vendor FPROPERTY PTY LTD
 Reference

This certificate is issued for Lot 38 on Plan Number PS605321H OC 1 Lot Liability 93 Lot Entitlement 93
 the postal address of which is: 38/11 BRYANTS ROAD,DANDENONG SOUTH VIC 3175

1 Section 151(4)(a)(i)&(ii) Regulation 11(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
See Annexure 'Fees Details'				

Regulation 11(b)

The Administration Fund fees are paid up until

30/06/18

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 11(c)

Unpaid Administration Fund Fees

(Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>

Regulation 11(b)

The Maintenance Fund fees are paid up until

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 11(c)

Unpaid Maintenance Fund Fees

(Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees

(Credit shown with -)

Nil

4 Regulation 11(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees

(Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing

<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>

Interest Rate: 10.00

Interest to Certificate Date:

Nil

Daily Interest Accruing:

Nil

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 38 On Plan Number PS605321H OC 1

1 to 5	Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid		
	Annual Fees		Nil
	Special Fees		Nil
	Other Payments		Nil
	Interest		Nil
	Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)		Nil

- 6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 11(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(v) Regulation 11(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 11(h)
Total funds held by owners corporation (including any investment accounts): \$86,935.29
- 10 Section 151(4)(a)(vii) Regulation 11(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 11(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 11(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 11(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 11(n)
The owners corporation has resolved to appoint a manager, being:
Victoria Body Corp Services Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: amccormick@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 11(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

38

On

Plan Number PS605321H OC 1



The Common Seal of Owners Corporation 11 BRYANTS ROAD PLAN OF SUBDIVISION NO. PS605321H OC 1 was affixed on 09 May 2018 and witnessed by and in the presence of Victoria Body Corp Services by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.

A handwritten signature in black ink, appearing to read "Richard Eastwood".

Dated: 09 May 2018

Owners Corporation Manager
Richard Eastwood

Handwritten initials "PE" in black ink.

INSURANCE DETAILS
11 BRYANTS ROAD

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING CHU	CS0003306 MCA INSURANCE	9,453,827	14/06/18	15/06/17	22,179.76
CONTENTS CHU	CS0003306 MCA INSURANCE	94,538	14/06/18	15/06/17	
OFFICE BEARER CHU	CS0003306 MCA INSURANCE	1,000,000	14/06/18	15/06/17	
PUBLIC LIABILITY CHU	CS0003306 MCA INSURANCE	20,000,000	14/06/18	15/06/17	

Item 10 - Non-Budget Items

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/9/18 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

Item 11 - Common Property Affected

FOR CONTRACTS REFER ATTACHED SHEET.

Item 22 - Other Matters

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

OWNERS CORPORATION CERTIFICATE (Continued)

Name of Owners Corporation	11 BRYANTS ROAD
Lot No.	38 on Plan No PS605321H OC 1

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
ADMIN FUND								
01/10/17 to 31/12/17	434.81	01/10/17	02/10/17	0.00	01/10/17	04/09/17		
01/01/18 to 31/03/18	434.81	01/01/18	02/01/18	0.00	01/01/18	05/12/17		
01/04/18 to 30/06/18	434.81	01/04/18	03/04/18	0.00	01/04/18	06/03/18	0.00	0.00
01/07/18 to 30/09/18	434.81	01/07/18		0.00	01/07/18			
01/10/18****31/12/18	434.81	01/10/18		0.00	01/10/18			
01/01/19****31/03/19	434.81	01/01/19		0.00	01/01/19			
01/04/19****30/06/19	434.81	01/04/19		0.00	01/04/19			
01/07/19****30/09/19	434.81	01/07/19		0.00	01/07/19			

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

CONTRACTS REGISTER

Plan of Subdivision No. PS605321H OC 1

Contractor Name and Address VBCS	Details of Duties	Delegated Powers	Basis of Remuneration 8100.00	
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	12/01/16 2 Y	Termination Date		
		Finance		
		Name of Financier		
		Date of Advice from Financier Date of Withdrawal of Financier		
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration	
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date		
		Finance		
		Name of Financier		
		Date of Advice from Financier Date of Withdrawal of Financier		
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration	
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date		
		Finance		
		Name of Financier		
		Date of Advice from Financier Date of Withdrawal of Financier		
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration	
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date		
		Finance		
		Name of Financier		
		Date of Advice from Financier Date of Withdrawal of Financier		
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration	
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date		
		Finance		
		Name of Financier		
		Date of Advice from Financier Date of Withdrawal of Financier		

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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.

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—

- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
 - (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;
 - (f) 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.
-



**VICTORIA
BODY CORPORATE
SERVICES PTY LTD**
your strata care company

Victoria Body Corporate
Services Pty Ltd
ABN: 85 007 034 522
64 Fennell Street
Port Melbourne Vic 3207
t. (03) 8531 8100
f. (03) 8531 8190
e. vbcsvbc.com.au
www.vbcsvbc.com.au

605321 ma 20180109

Minutes of Annual General Meeting

Owners Corporation Plan No. 605321

11 Bryants Road, Dandenong South

Manager: Alex McCormick
Dir. Tel: 8531 8141
Email: amccormick@vbcsvbc.com.au

Meeting Date: 9 January, 2018

Minutes of the 2017 Annual General Meeting

Owners Corporation Plan No: 605321
Address: 11 Bryants Road, Dandenong South
Held at: Factory 37, 11 Bryants Road, Dandenong South
Date: Tuesday 9th January 2018 at 9:00am

PRESENT :	<u>Name</u>	<u>Unit</u>
	Mr John Witorz	1A, 1B, 2, 3, 4, 5A, 5B, 7, 8, 9, 10, 11, 12, 21, 28, 29, 30, 32, 33, 35, 36, 40
	Ms Judith Cusulito	37
	Mr Grant Roe	39

IN ATTENDANCE : Mr Alex McCormick, Victoria Body Corporate Services Pty Ltd

PROXIES : Mr A McCormick was appointed as proxy for David Donnini 6B

Mr G Roe was appointed as proxy for Roe Property Nominee Pty Ltd

CHAIRPERSON : **IT WAS RESOLVED** to appoint Alex McCormick to act as the Chairperson of the Meeting.

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING : **IT WAS RESOLVED** that the Minutes of the Annual General Meeting held on 12.01.2017 as presented to the Meeting be confirmed as a true and accurate account of the proceedings at that Meeting.

FINANCIAL STATEMENTS : **IT WAS RESOLVED** to approve and adopt the Financial Statements prepared by Victoria Body Corporate Services and consisting of the following:

- (a) Statement of Financial Performance for the year ended 30.09.2017;
- (b) Statement of Financial Position as at 30.09.2017.

**FEES TO COVER
GENERAL
ADMINISTRATION
& MAINTENANCE
01.10.2017 to
30.09.2018 :**

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$85,000.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 01.10.2017 to 30.09.2018. This Fund is to remain in force until the next Annual General Meeting.

The Manager noted that no budget increase would be necessary for the coming year, given that the substantive capital works to the gate had been completed within the previous financial year of the Owners Corporation.

Members present agreed that should any further capital works be carried out, that there was a strong preference towards raising a Special Levy to defray costs, rather than relying on existing budget surplus.

FEES :

The fees per unit for the QUARTER commencing 1st October, January, April and July.

(See attached Schedule of Fees.)

IT WAS RESOLVED that pursuant to section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices in the approved form and that the Date of Notice will be the production date of that notice.

**LATE PAYMENT OF
ADMINISTRATION
FUND AND LEVIES :**

IT WAS RESOLVED that Maintenance charges and levies are payable within 28 days of the date of notice.

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983.

IT WAS RESOLVED FURTHER that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, Act No. 69/2006, will be fully recoverable from the indebted lot owner.

This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

**ARREARS AS AT
DATE OF
MEETING :**

The Manager advised the Meeting that there were several owners in arrears as at date of Meeting.

**COMMITTEE
REPORT :**

There was no Committee Report.

COMMITTEE OF MANAGEMENT :

IT WAS RESOLVED that a Committee of 4 Members be appointed until the next Annual General Meeting.

The following were declared duly elected as Members of the Committee of the Owners Corporation:

<u>Name</u>	<u>Unit</u>
Mr J Witorz	1
Mr P Healey	13
Mr R Cusulito	37
Mr G Roe	39

IT WAS FURTHER RESOLVED that the Committee may determine the notice to be given for a committee meeting and is not required to give three (3) days notice as set down in section 109 of the *Owners Corporations Act 2006*.

DELEGATION TO COMMITTEE :

IT WAS RESOLVED that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

DELEGATION TO MANAGER :

IT WAS RESOLVED that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

PERSON IN CONTROL OF A BUSINESS UNDERTAKING :

It was acknowledged that the Owners Corporation is the Person in Control of a Business Undertaking in regard to the common property for the purposes of Occupational Health & Safety legislation.

COMMON SEAL :

IT WAS RESOLVED pursuant to section 20 of the *Owners Corporation Act 2006* to authorise the affixing of the common seal of the Owners Corporation to leases, licenses, assignments or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation if approved by the Committee.

APPOINTMENT OF OWNERS CORPORATION MANAGER:

IT WAS RESOLVED that the Owners Corporation appoints Victoria Body Corporate Services Pty Ltd to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporations Act 2006 using the Contract of Appointment.

INSURANCE :

IT WAS RESOLVED that pursuant to Part 3 Division 6 of the *Owners Corporation Act 2006*, the Manager continues the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company. On renewal the Manager has a standing direction to renew the policy with the present insurance company increasing the cover as recommended by the Insurer or Broker.

**INSURANCE
Continued :**

Insurer :	CHU
Building	\$9,453,827
Excess – Any Cause	\$500
Public Liability	\$20,000,000
Office Bearer	\$1,000,000
Contents	\$94,538

Members were reminded that Owners Corporation insurance **does not** cover contents, owners' chattels, including carpets and floating floors, inside the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

**OCCUPATIONAL
HEALTH & SAFETY :**

The Manager advised the meeting that the Owners Corporation may have an obligation to comply with the *Occupational Health & Safety Act 2004*. The Manager further advised that Victoria Body Corporate Services Pty Ltd is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager advised the meeting that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation.

IT WAS RESOLVED that the Manager is to instruct a Building Consultant to prepare an Occupational Health & Safety Report identifying any matters on common property which the Owners Corporation is required to attend to in order to comply with the relevant legislation.

IT WAS FURTHER RESOLVED that the consultant's report is to be forwarded to the Committee and the Committee is to instruct the Manager as to the recommendations of the report to be implemented.

IT WAS RESOLVED FURTHER that the Committee is authorised to instruct the Manager to strike a special levy if necessary to defray the cost of compliance with the Occupational Health & Safety Report.

**ESSENTIAL SAFETY
MEASURES :**

The Manager advised that the Owners Corporation may have an obligation to comply with the Essential Safety Measures obligations of the *Building Act 1993* and the *Building Regulations 2006*. The Manager further advised that Victoria Body Corporate Services Pty Ltd is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager advised the meeting that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation.

IT WAS RESOLVED that the Manager is to instruct a Building Consultant to carry out an audit to determine if the building is subject to Essential Safety Measures obligations.

ESSENTIAL SAFETY MEASURES
Continued :

IT WAS FURTHER RESOLVED that the Building Consultant's report is to be forwarded to the Committee and the Committee is to instruct the Manager as to the recommendations of the report to be implemented.

IT WAS RESOLVED FURTHER that the Committee is authorised to instruct the Manager to strike a special levy if necessary to defray the cost of compliance with Essential Safety Measures obligations.

COMPLAINTS :

The Owners Corporation received one complaint in the last financial year.

VBCS PLUS / CONTRACTORS :

The Manager advised the meeting that:

- the Owners Corporation should only engage contractors who have public liability insurance and where required, necessary licensing; and
- if a contractor engaged by the Owners Corporation, by act or omission, gives rise to a claim against the contractor and the contractor does not have the necessary insurance, an injured party may seek damages from the Owners Corporation; and
- VBCS has a system which records details of contractor's insurance and licensing; and
- when seeking quotations on behalf of Owners Corporations or issuing work orders VBCS will only deal with those contractors who have provided public liability insurance and where required, necessary licensing, unless specifically directed by the Owners Corporation.

IT WAS RESOLVED that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

IT WAS FURTHER RESOLVED that if the Owners Corporation appoints a contractor for which the Manager does not have a record of the current public liability insurance and if required, licensing or it directs the Manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

GENERAL BUSINESS :

GENERAL PROPERTY STATUS :

A discussion was held and the following was noted;

Members present agreed that the previous 12 months had been largely uneventful and the property was in very good condition.

The Manager confirmed advice provided to the Committee earlier in the year that the electrical lights on the outside of each lot had to be maintained by those lots, as the power supply was internal.

**GENERAL
PROPERTY
STATUS
Continued :**

IT WAS RESOLVED that the Manager obtain quotes for new external signage for the property. It was agreed that large numbering, to be placed on the window of each lot, would provide the most informative, professional and uniform look.

THERE BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 10:00AM.

.....
Chairperson

DATED this day of 2018

Prepared by
VICTORIA BODY CORPORATE SERVICES PTY LTD
LOCKED BAG 1291, PORT MELBOURNE 3207
Tel. 8531 8100
22/01/2018 - sms

Owners Corporation Plan No. 605321

11 Bryants Road, Dandenong South

Schedule of Fees

UNIT	<u>01/10/17 - 31/12/17</u> <u>01/01/18 - 31/03/18</u> <u>01/04/18 - 30/06/18</u> <u>01/07/18 - 30/09/18</u>	<u>01/10/18 - 31/12/18</u>
1A	\$187.02	\$187.02
2	\$743.39	\$743.39
3	\$967.81	\$967.81
4	\$1,187.55	\$1,187.55
5B	\$757.41	\$757.41
6A	\$369.36	\$369.36
7	\$476.89	\$476.89
8	\$654.56	\$654.56
9	\$523.64	\$523.64
10	\$523.64	\$523.64
11	\$607.80	\$607.80
12	\$420.79	\$420.79
13	\$397.41	\$397.41
14	\$397.41	\$397.41
15	\$673.26	\$673.26
16	\$518.97	\$518.97
17	\$374.03	\$374.03
18	\$420.79	\$420.79
19	\$383.38	\$383.38
20	\$374.03	\$374.03
21	\$495.59	\$495.59
22	\$490.92	\$490.92
23	\$490.92	\$490.92
24	\$383.38	\$383.38
25	\$383.38	\$383.38
26	\$383.38	\$383.38
27	\$383.38	\$383.38
28	\$383.38	\$383.38
29	\$383.38	\$383.38
30	\$1,014.56	\$1,014.56
31	\$434.81	\$434.81
32	\$434.81	\$434.81
33	\$434.81	\$434.81
34	\$434.81	\$434.81
35	\$434.81	\$434.81
36	\$434.81	\$434.81
37	\$434.81	\$434.81
38	\$434.81	\$434.81
39	\$476.89	\$476.89
40	\$691.96	\$691.96
5A	\$0.00	\$0.00
1B	\$462.86	\$462.86
6B	\$388.06	\$388.06
TOTAL	\$21,249.66	\$21,249.66

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most owners corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.
4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.
Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.
6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the owners corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au