



First Class Legal

YOUR PARTNER IN PROPERTY

KWONG FOO LEONG AND CHONG SIEW FAH

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 31, 1-11 Bryants Road, Dandenong VIC 3175

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Ref: 18/03258

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Unit 31, 1-11 Bryants Road, Dandenong VIC 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

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 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/...../2018

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2018

Print name(s) of person(s) signing: Kwong Foo Leong and Chong Siew Fah

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Richardson French

Level 1, 29 Princes Highway, Dandenong VIC 3175

Email: jeffrey@richardsonfrench.com.au

Tel: 03 9791 3868 Mob: 03 9791 3868 Ref: Jeffrey Richardson

Vendor

Kwong Foo Leong and Chong Siew Fah

24 Glenfern Road, Ferntree Gully VIC 3156

Vendor's legal practitioner or conveyancer

First Class Legal

Level 7, 459 Collins Street, Melbourne VIC 3000

DX 30858 Stock Exchange

Email: tim@firstclasslegal.com.au

Tel: 1300956321 Fax: 9602 5548 Ref: 18/03258

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 11230	Folio 616	31	605321H
Volume	Folio		

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 31, 1-11 Bryants Road, Dandenong VIC 3175**

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, all gas and electrical appliances, electrical light fittings as inspected. Excluded from the sale are the dexion shelves.

Payment (general condition 11)

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

GST (general condition 13)

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

plus GST

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

--

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

--

Settlement (general condition 10)

is due on _____

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

- the above date; 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 :

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

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

Instructions: *It is recommended that when adding 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 legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (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.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) ensure payment of, the amount to the Commissioner in the manner required by the pay, or Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) 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.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. 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 lodgement.
- 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.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

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

FURTHER SPECIAL CONDITIONS

13. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. 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 delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he 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.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

14. PLANNING

The Purchaser buys the Property subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme, the Heritage Act 1995, the Planning and Environment Act 1987, the Building Act 1993, the Local Government Act 1989 and any other Town Planning Schemes or Acts and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of the Property.

15. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

16. GUARANTEE

If the Purchaser shall be or include a Proprietary Company, the company will forthwith upon execution of the Contract have the Guarantee annexed to this Contract and marked "Annexure A" executed by each of its Directors.

17. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants to the Vendor that the acquisition of the property by the Purchaser does not fall within the scope of the *Foreign Acquisition and Takeovers Act 1975 (Commonwealth)* and is not examinable by the FIRB and that no approval of the purchase by the FIRB is required.

18. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or conveyancer against any claims or demands which may be made

against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

(d) This Special Condition will not merge on completion.

19. SETTLEMENT RE-BOOKING FEE

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$220.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date. The re-settlement fee is to be allowed on the Statement of Adjustments and paid to the Vendor's Solicitors at settlement.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

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

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

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

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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 subsection 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 adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

“ANNEXURE A”

DIRECTOR’S GUARANTEE

We.....

Of.....

(Hereinafter called “the Guarantors”) which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies 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 monies payable under the within Contract or any substituted 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 neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being 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 the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the..... day of
..... 2018.

Signed by the said)
in the presence of)

.....
Signed by the said)
in the presence of)

.....
Signed by the said)
in the presence of)



First Class Legal

YOUR PARTNER IN PROPERTY

KWONG FOO LEONG AND CHONG SIEW FAH

VENDOR'S STATEMENT

Property: Unit 31, 1-11 Bryants Road, Dandenong VIC 3175

First Class Legal
Level 7, 459 Collins Street,
Melbourne VIC 3000
DX 30858 Stock Exchange
Email: tim@firstclasslegal.com.au
Tel: 1300956321
Fax: 9602 5548
Ref: 18/03258

Vendor Statement

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

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

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

Land	Unit 31, 1-11 Bryants Road, Dandenong VIC 3175
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Vendor's name	Kwong Foo Leong	Date
Vendor's signature		

Vendor's name	Chong Siew Fah	Date
Vendor's signature		

Purchaser's name		Date
Purchaser's signature		

Purchaser's name		Date
Purchaser's signature		

Purchaser's name		Date
Purchaser's signature		

Purchaser's name		Date
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$6,000.00

(b) Land tax (if applicable) will be adjusted on a single holding basis. The Purchaser may become liable for land tax in the future depending on other land ownership and future use.

(c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Register Search Statement Volume 11230 Folio 616 Plan of Subdivision 605321H Owners Corporation Basic Report Council Rates Notice South East Water Information Statement Owners Corporation Certificate Planning Certificate Designated Bushfire Prone Area Report Notice to Purchaser – GST Withholding Due Diligence Checklist

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

VOLUME 11230 FOLIO 616

Security no : 124073454855U

Produced 16/08/2018 09:54 am

LAND DESCRIPTION

Lot 31 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
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
 CHONG SIEW FAH of 24 GLENFERN ROAD FERNTREE GULLY VIC 3156
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
 KWONG FOO LEONG of 24 GLENFERN ROAD FERNTREE GULLY VIC 3156
 AQ607570N 05/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS605321H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	AMEND PROPRIETOR NAME	STATUS	DATE
AR092371A		Registered	05/06/2018
AR096947Y	REMOVAL OF MINOR	Registered	06/06/2018

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 31 1-11 BRYANTS ROAD DANDENONG VIC 3175

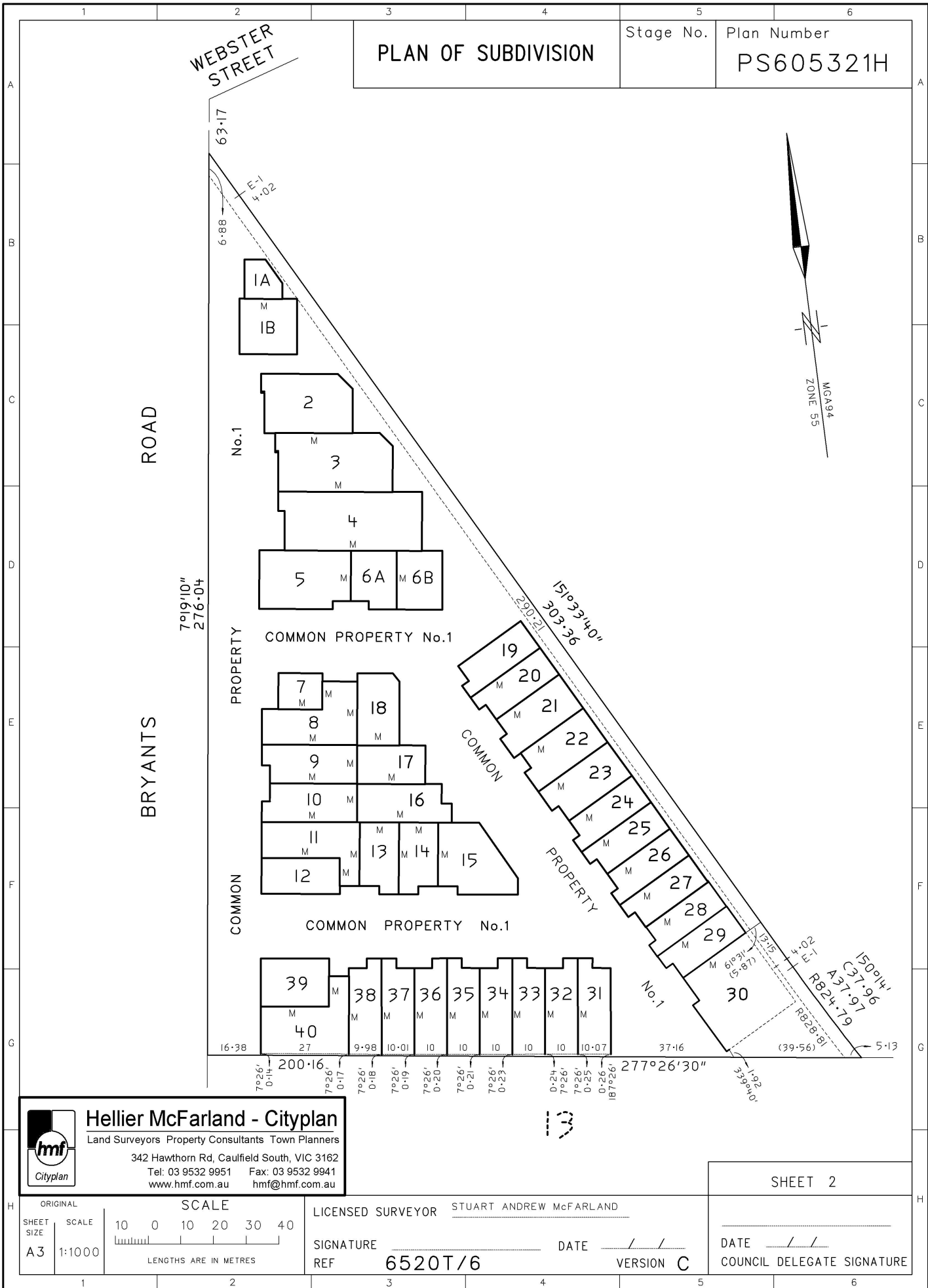
OWNERS CORPORATIONS

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

DOCUMENT END

The information supplied has been obtained by GlobalX who is licensed by the State to provide this information via LANDATA® System

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				LR use only
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				Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 18/6/2007
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
THIS IS AN LR COMPILED PLAN				FOR DETAILS SEE MODIFICATION TABLE HEREIN
Sheet 1 of 2 Sheets				
Hellier McFarland		LICENSED SURVEYOR STUART ANDREW MCFARLAND		
Land Surveyors • Property Consultants • Town Planners 342 Hawthorn Road Caulfield South Vic 3162 Telephone: 03 9532 9951 Facsimile: 03 9532 9941 Internet: www.hmf.com.au Email: hmf@hmf.com.au		SIGNATURE _____ DATE / /		DATE / / COUNCIL DELEGATE SIGNATURE
CAD REF C \6 DATA \6500\6520.1.GOI		REF 6520T/1 VERSION C		Original sheet size A3



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 _____



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: 16/08/2018 09:56:42 AM

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: 16/08/2018 09:56:42 AM

**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.

Rate and Valuation Notice

1 July 2018 – 30 June 2019



ABN 41 205 538 060

Date Issued: 16 July 2018

Property Number: 441570



028-3156 (15376)

Chong S Fah &
Khamleck Sivongthong
24 Glenfern Road
FERNTREE GULLY VIC 3156

Payment by four instalments

- 1st Instalment \$706.85**
Due by 30 September 2018
- 2nd Instalment \$707.00**
Due by 30 November 2018
- 3rd Instalment \$707.00**
Due by 28 February 2019
- 4th Instalment \$707.00**
Due by 31 May 2019

Instalment reminder notices will be issued for the 2nd, 3rd and 4th instalments.

Payment by nine instalments (Direct debit by arrangement only)

- 1st Instalment \$315.85**
Due by 30 September 2018
- 2nd - 9th Instalment \$314.00**
Due at the end of each month from 31 Oct 2018 until 31 May 2019

No Instalment reminders will be issued.

If paying by direct debit the amount owing will be direct debited on the due date or the first business day following.

Late payments will be charged interest at the rate of 10.0% p.a.
See reverse for detailed information about late penalties.

Property Number: 441570

Property Description

31/1-11 Bryants Road
DANDENONG VIC 3175
Lot 31 PS 605321 Vol 11230 Fol 616

Valuations

Capital Improved Value*	\$420,000
Site Value (land only)	\$67,000
Net Annual Value	\$23,000

*Basis of Assessment - Valuation of property made 1 January 2018
AVPCC: 310.5 - Office / Factory

Details of Rates and Charges

Industrial Rate	\$420,000 x 0.0051699672	\$2,171.35
Fire Services Property Levy		
FSPL Industrial Fixed	1 x \$221.00	\$221.00
FSPL Industrial Variable	\$420,000 x 0.001037	\$435.50

TOTAL DUE

\$2,827.85

Property Address: 31/1-11 Bryants Road, DANDENONG VIC 3175

Four Instalment Amount: \$706.85

Nine Instalment Amount: \$315.85

Total Amount: \$2,827.85

First Instalment \$706.85



*321 44157000000009

Full Payment \$2,827.85



*321 44157000000009

PAYMENT OPTIONS (see back page for details)



Pay online at mygreaterdandenong.com



Post Billpay



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

First Class Legal
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 31 LOT 31 1-11 BRYANTS
ROAD DANDENONG 3175
31 PS 605321

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47D//08984/00118	LANDATA CER 29310033-026-3	16 AUG 2018	31896708

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2018 to 30/06/2019	\$77.10
Melbourne Water Corporation Total Service Charges	01/07/2018 to 30/09/2018	\$34.00

(b) By South East Water

Water Service Charge	01/07/2018 to 30/09/2018	\$29.16
Sewerage Service Charge	01/07/2018 to 30/09/2018	\$109.97
Subtotal Service Charges		<u>\$250.23</u>
Usage Charges*	Billed until 9/8/2018	\$4.86
Payments		\$0.04
TOTAL UNPAID BALANCE		\$255.05

- The meter at the property was last read on 09/08/2018. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.04 per day
Sewage Disposal Charge	\$0.02 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):

<https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

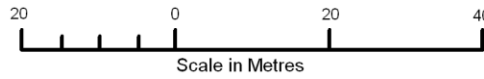


TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

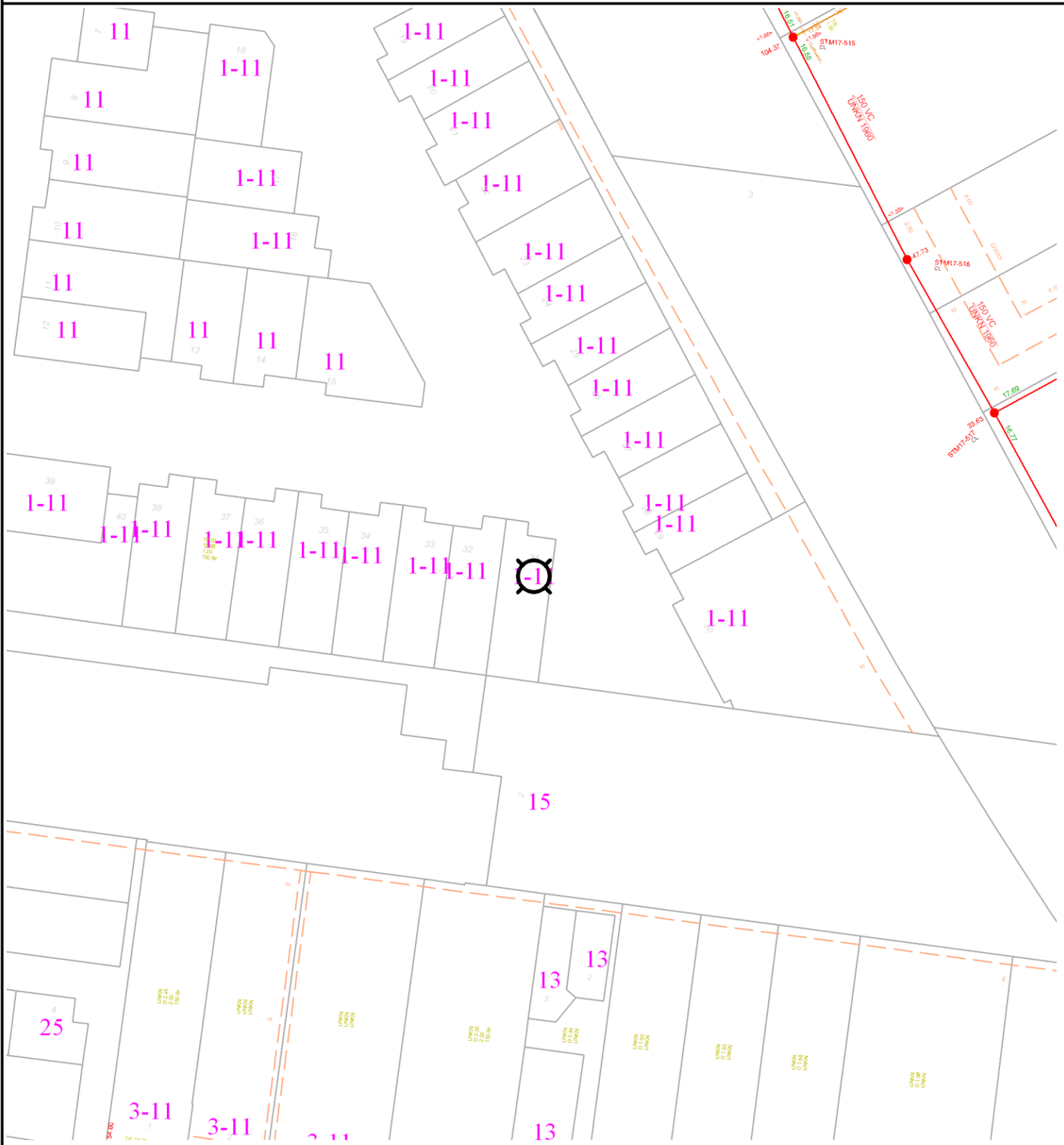
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 31896708



Date: 16AUGUST2018



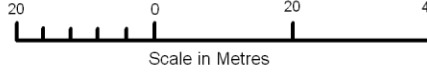
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

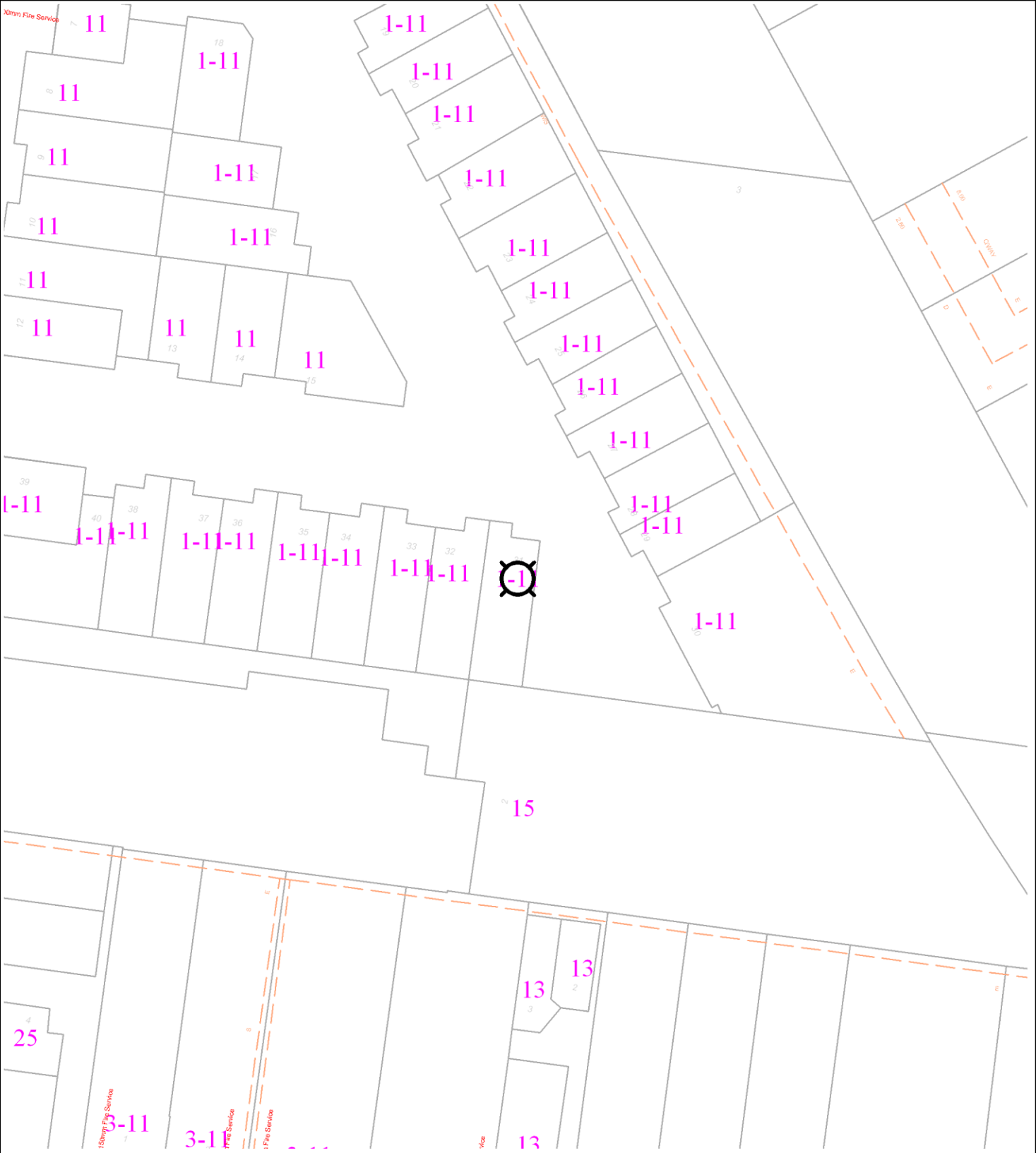


Property: Lot 31 UNIT 31 1-11 BRYANTS ROAD DANDENONG 3175

Case Number: 31896708



Date: 16AUGUST2018



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

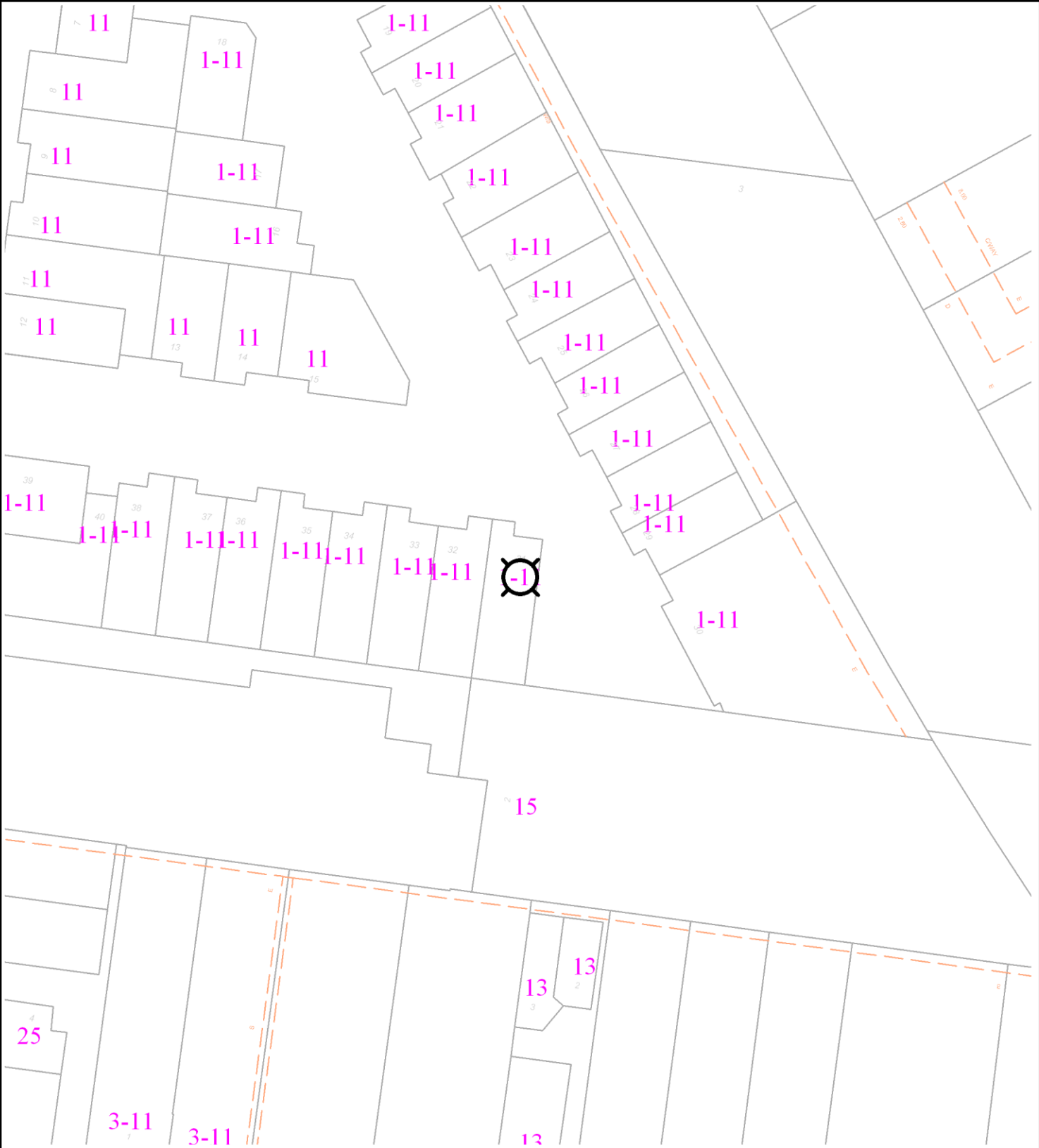
LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary



Case Number: 31896708



Date: 16AUGUST2018



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main
			Hydrant
			Fireplug/Washout
	~ 1.0		Offset from Boundary



**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

22 August 2018

LANDATA
GPO BOX 527
MELBOURNE VIC 3001

PLAN OF SUBDIVISION NO. PS605321H OC 1
11 BRYANTS ROAD, DANDENONG SOUTH
LOT NO: 31
UNIT NO: 31

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



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 C S FAH, K LEON & K SIVONGTHONG
 Reference

This certificate is issued for Lot 31 on Plan Number PS605321H OC 1 Lot Liability 93 Lot Entitlement 93
 the postal address of which is: 31/11 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 Amount unpaid including billed not yet due	Nil	30/09/18	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

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 31 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): \$70,925.35

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: GCedillo@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'

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

31

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 22 August 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.



Dated: 22 August 2018

Owners Corporation Manager
Richard Eastwood

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
<i>BUILDING</i>	CS0003306	9,453,827	14/06/19	26/06/18	24,651.12
CHU	MCA INSURANCE				
<i>CONTENTS</i>	CS0003306	94,538	14/06/19	26/06/18	
CHU	MCA INSURANCE				
<i>OFFICE BEARER</i>	CS0003306	1,000,000	14/06/19	26/06/18	
CHU	MCA INSURANCE				
<i>PUBLIC LIABILITY</i>	CS0003306	20,000,000	14/06/19	26/06/18	
CHU	MCA INSURANCE				

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.

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
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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

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

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

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

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*.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

534748

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- GX5
MELBOURNE

VENDOR

LEONG, KWONG

PURCHASER

REFERENCE

18/03258

This certificate is issued for:

LOT CM1 PLAN PS605321, LOT 31 PLAN PS605321 ALSO KNOWN AS 31/1 - 11 BRYANTS ROAD DANDENONG
GREATER DANDENONG CITY

The land is covered by the:

GREATER DANDENONG PLANNING SCHEME

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

The land:

- is included in a INDUSTRIAL 1 ZONE

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

(<http://vhd.heritage.vic.gov.au/>)

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

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

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

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

16 August 2018

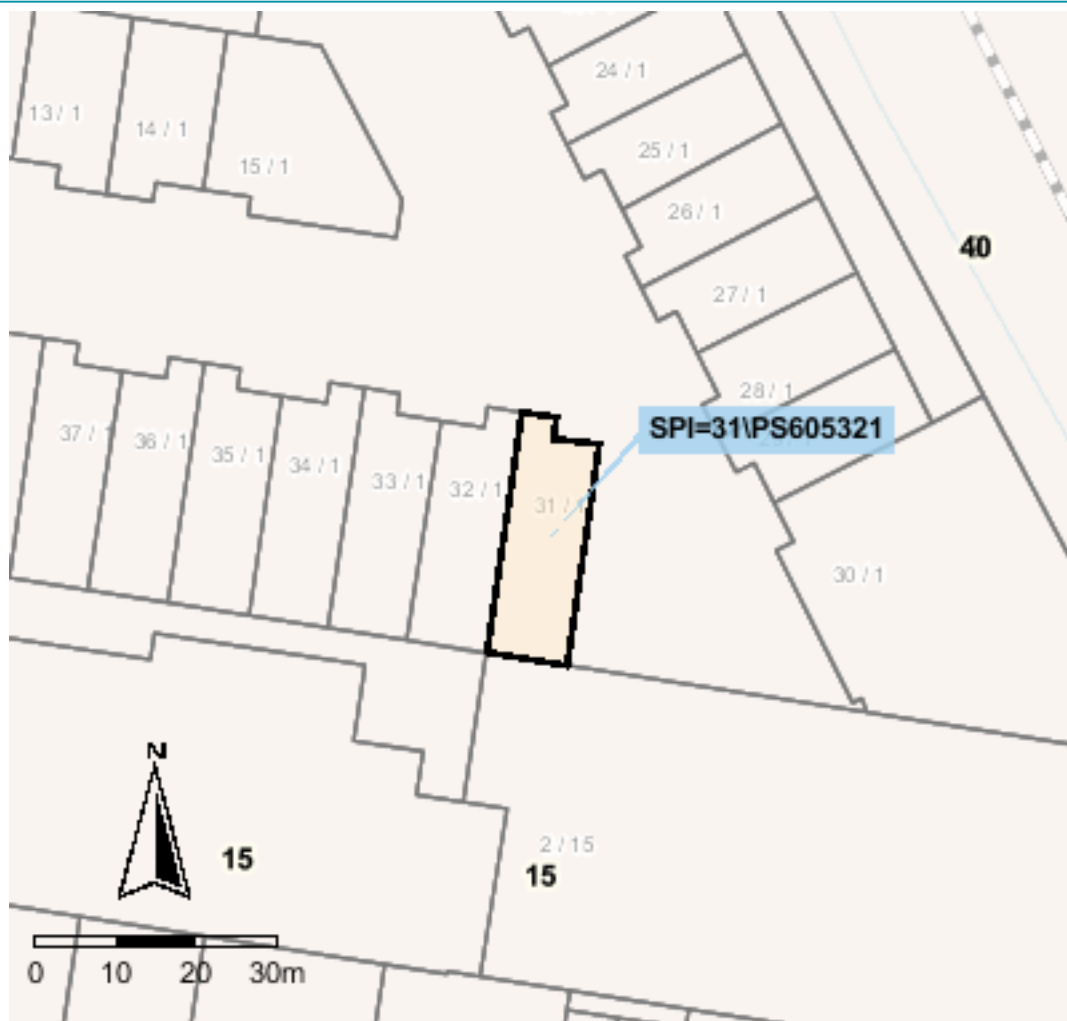
Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



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Why rely on anything less?

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

Privacy Statement

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

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 10 August 2018 12:47 PM

Address: UNIT 31/1-11 BRYANTS ROAD DANDENONG 3175

Lot and Plan Number: Lot 31 PS605321

Local Government (Council): GREATER DANDENONG **Council Property Number:** 441570

Directory Reference: Melway 91A F11

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

Designated bushfire prone areas maps can be viewed 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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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).

GST Residential Withholding **Notice to Purchaser**

Property: Unit 31, 1-11 Bryants Road, Dandenong

Vendor: Kwong Foo Leong and Chong Siew Fah

The above property is either an existing residential premises or commercial premises and therefore the purchaser is not required to withhold GST.

Date: 23rd August 2018

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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