

Contract of sale of land

Apartment 306, 18 Queen Street, Blackburn, Victoria

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 Limited

Property Address: Apartment 306, 18 Queen Street, Blackburn, Victoria, 3130

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 A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /2020

Print name of person signing:

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

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR on / /2020

Print name of person signing:

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the *Sale of Land Act 1962*, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN' (RESIDENTIAL ONLY)

You are notified under section 10F of the *Sale of Land Act 1962*, that:

- the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

PARTICULARS OF SALE

Vendor's Estate Agent

O'BRIEN REAL ESTATE - BLACKBURN

98 South Parade, Blackburn Victoria, 3130

anthony.molinaro@obrienrealestate.com.au

t: (03) 9894 2044

f:

Ref:

Anthony Molinaro

Vendor

SELENA HON SHIAN LAU

Unit 306 18 Queen Street, Blackburn, Victoria, 3130

Vendor's Legal Practitioner or Conveyancer

EASTERN BRIDGE

Suite 1, 123 Whitehorse Road, Balwyn, Victoria, 3103

tayla@easternbridge.com.au

t: (03) 9006 5800

Ref:

TA:10221

Purchaser

Name:

Address:

Purchaser's Legal Practitioner or Conveyancer

Name:

Address:

e:

t:

f:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below

Certificate of title reference	Being lot	Plan of Subdivision
Volume 11374	Folio 753	306
		PS641017G

The land includes all improvements and fixtures

Property address:

The address of the land is **Apartment 306, 18 Queen Street, Blackburn, Victoria, 3130**

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

All blinds, fixed floor coverings, light fittings, insect screens, built-in-robos, stove, rangehood, dishwasher and any other fixtures and fittings of a permanent nature

Payment

Price: \$

Deposit: \$ payable on the signing hereof

Balance: \$ payable at settlement

Settlement (general conditions 17 & 26.2)

Settlement is due on / / or earlier by agreement

Deposit bond

- ☐ General condition 15 applies only if the box is checked

Bank guarantee

- ☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Lease (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to:
- ☐ a lease for a term ending on ____/____/____ with ____ options to renew, each of ____ years
- OR
- ☐ a residential tenancy for a fixed term ending ____/____/____
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than \$_____ Approval date ____/____/____

Building report

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

Pest report

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

GENERAL CONDITIONS

CONTRACT SIGNING

1 Electronic Signature

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.

- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

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

8 SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's

proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional

folio under section 23 of that Act.

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:

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

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant

financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

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

19 GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on

which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20 LOAN

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

21 BUILDING REPORT

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

the time of service.

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

22 PEST REPORT

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

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is

required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

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

those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the **supply* for the purposes of section 14255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the

Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26 TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29 INSPECTION

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

30 TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1. PAYMENT OF DEPOSIT

Failure to pay the deposit in full in the time stipulated in the particulars will entitle the vendor to immediately bring the contract to an end by notice to the purchaser. For the avoidance of doubt General Condition 27 does not apply to a default being the purchaser's failure to pay the deposit or any part of it. If the contract ends by a notice given pursuant to this special condition:

- 1.1. the deposit up to 10% of the price is forfeited to and must be paid to the vendor as the vendor's absolute property; and
- 1.2. the vendor is entitled to possession of the property; and
- 1.3. in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (a) retain the property and sue for damages for breach of contract; or
 - (b) 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
- 1.4. 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
- 1.5. any determination of the vendor's damages must take into account the amount forfeited to the vendor.

2. GUARANTEE

In the event that the Purchaser and/or any nominee is a corporation, the Purchaser must on the date of this Contract deliver to the Vendor a guarantee of, and indemnity in respect of any breach of, the Purchaser's obligations hereunder - such guarantee and indemnity must be executed by each director of the Purchaser and/or any nominee and any other person or corporation reasonably required by the Vendor and is to be in the form of the deed of guarantee attached hereto.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the signatory hereto ("the Guarantor") agreed to sell the land described in the accompanying Contract of Sale to the withinnamed Purchaser ("the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: **SELENA HON SHIAN LAU** of Unit 306 18 Queen Street, Blackburn, Victoria, 3130

Purchaser:of.....

Guarantor: of

EXECUTED AS A DEED

this day of.....2020.

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

Witness:

Full Name:

Address:

.....

GST WITHHOLDING NOTICE

To: The Purchaser

Property: Apartment 306, 18 Queen Street, Blackburn, Victoria, 3130

Vendor: Selena Hon Shian Lau

ABN (if applicable):

The above-mentioned property includes residential premises or potential residential land and Section 14-255 of the *Taxation Act 1953 (Cth)* applies.

The vendor confirms that no withholding payment is required to be made because (strikeout whichever is not applicable):

- The premises are not new residential premises (or are existing premises created by substantial renovation); or
- ~~The premises includes a building used for commercial purposes; or~~
- ~~The vendor is not registered or required to be registered for GST; or~~
- ~~The purchaser is registered for GST and warrants to the vendor that it is acquiring the property for a creditable purpose.~~

Vendor's Statement
Pursuant to Section 32 of the Sale of Land Act 1962

Apartment 306, 18 Queen Street, Blackburn, Victoria

SALE OF LAND ACT (the Act) - SECTION 32

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR: **SELENA HON SHIAN LAU**

LAND: **APARTMENT 306, 18 QUEEN STREET, BLACKBURN, VICTORIA, 3130**

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

1. FINANCIAL MATTERS

1.1. Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

Details required to be disclosed by section 32A of the Sale of Land Act are contained in the attached certificates.

The purchaser may become liable to pay land tax in consequence of the sale.

1.2. Particulars of Charge

The vendor is not aware of any registered or unregistered charge over the land that secures an amount due under legislation other than as set out in the attached documents.

2. LAND USE

2.1. Easements, Covenants or Other Similar Restrictions

2.1.1. A description of any registered or unregistered easement, covenant or other similar restriction affecting the property are set out in the attached documents.

The property is subject to Sub-Section 12(2) of the *Subdivision Act 1988*, accordingly the property is subject to easements and rights for the benefit of the common property and each other lot within Plan of Subdivision PS641017G necessary to provide:

- (a) support, shelter or protection; or
- (b) passage or provision of water, sewerage, drainage, gas, electricity, garbage, air or any other service of whatever nature (including telephone, radio, television and data transmission); or
- (c) rights of way; or
- (d) full, free and uninterrupted access to and use of light for windows, doors or other openings; or
- (e) maintenance of overhanging eaves.

2.1.2. To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

2.1.3. Sewers, drains, pipes, electricity and telephone cables (if any) may be laid outside any registered easement and which are not registered or required to be registered against the certificate of title.

2.2. Road Access

There is access to the property by road.

2.3. Designated Bushfire Prone Area

The property is not located in a bushfire prone area within the meaning of regulations made under the Building Act 1993.

2.4. Planning Scheme

Details of planning instruments affecting the land are contained in the attached planning certificate issued by the Minister for Planning.

3. NOTICES

- 3.1. The vendor has no knowledge of any notice, details of which must be disclosed pursuant to Section 32D of the *Sale of Land Act*, other than any notice attached hereto.

4. BUILDING PERMITS

- 4.1. If there is a residence on the land, particulars of any building permit granted in the last seven years under the *Building Act 1993* are attached.
- 4.2. The vendor has not completed building works on the land as an owner builder (within the meaning of the *Building Act 1993*) that would require disclosure or insurance pursuant to Section 137B of the *Building Act*.

5. OWNERS CORPORATION

The land is a member of an Owners Corporation and the following documents are attached:

- 5.1. copy of the current owners corporation certificate issued in respect of the land under the *Owners Corporation Act 2006*; and
- 5.2. copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and
- 5.3. a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and
- 5.4. a copy of all resolutions made at the last annual general meeting of the owners corporation.

6. GROWTH AREA INFRASTRUCTURE CONTRIBUTION

6.1. GAIC Recording

The land is not subject to a Growth Area Infrastructure Contribution Recording pursuant to Part 9B of the *Planning and Environment Act 1982*(Vic).

6.2. Work-in-Kind Agreement

The land is not subject to a work-in-kind agreement pursuant to Part 9B of the *Planning and Environment Act 1982*(Vic).

7. DETAILS OF SERVICES

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

Electricity Supply ☐ Gas Supply ☐ Water Supply ☐ Sewerage ☐ Telephone ☒

8. TITLE

Attached are copies of a register search statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

9. 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 the purchasers before offering land for sale is vacant residential land or land on which there is a residence.

The due diligence checklist is attached.

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.

DATE OF THIS STATEMENT: 17th November 2020

Vendor's signature:

Selena Lau

SELENA HON SHIAN LAU

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

DATE OF ACKNOWLEDGMENT: 2020

Purchaser's signature:

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11374 FOLIO 753

Security no : 124086311225E
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LAND DESCRIPTION

Lot 306 on Plan of Subdivision 641017G.

PARENT TITLES :

Volume 05461 Folio 050 Volume 08576 Folio 398 Volume 11060 Folio 126
Created by instrument PS641017G 04/09/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SELENA HON SHIAN LAU of 3 /30 MOUNT PLEASANT ROAD NUNAWADING VIC 3131
AN062025A 31/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN062026X 31/08/2016
COMMONWEALTH BANK OF AUSTRALIA

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 PS641017G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 306 18 QUEEN STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS641017G

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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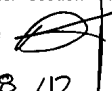
Document Type	Plan
Document Identification	PS641017G
Number of Pages (excluding this cover sheet)	13
Document Assembled	29/10/2020 15:11

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PS641017G

PLAN OF SUBDIVISION		Stage No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LRS use only EDITION 1	29/08/2012 \$8,656.70 PS 	
Location of Land Parish: NUNAWADING Township: --- Section: --- Crown Allotment: --- Crown Portion: B3 PART Title Reference: VOL 8576 FOL 398 VOL 5461 FOL 050 VOL 11060 FOL 126 LOT 1 & 2 ON TP 231486S Last Plan Reference: LOT 2 ON LP 68212 LOT 10 ON TP 838706W Postal Address: 18 QUEEN STREET, (at time of subdivision) BLACKBURN, 3130 MGA Co-ordinates E 337250 Zone: 55 (of approx. centre of land in plan) N 5812650		Council Certification and Endorsement Council Name: WHITEHORSE CITY COUNCIL Ref: CRT/5090/A 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 6 / 7 / 12 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 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate _____ Council Seal _____ Date _____ / _____ / _____ Re-certified under section 1(7) of the Subdivision Act 1988 Council Delegate  Council Seal _____ Date 24 / 8 / 12			
Vesting of Roads and/or Reserves		Notations			
Identifier	Council/Body/Person	Staging This is is not a staged subdivision Planning Permit No. _____ Depth Limitation DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS INTERIOR FACE: ALL BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE THAT PART OF THE LOT SHOWN WITH A * ARE LIMITED IN DEPTH AND HEIGHT TO 2.10m ABOVE THE RELEVANT SLAB LEVEL - SEE SECTION A-A' Survey This plan is is not based on survey This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area No. _____			
NOL  - DENOTES STRUCTURE (NON BOUNDARY) B - BALCONY T - TERRACE P - PROJECTION CP No.1 - COMMON PROPERTY No.1 SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		NIL Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road) Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.			
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	LRS use only Statement of Compliance/Exemption Statement Received ☒ Date 24 / 8 / 12 LRS use only PLAN REGISTERED TIME 4:36pm DATE 4 / 9 / 12 Allan Cantsilieris Assistant Registrar of Titles Sheet 1 of 13 sheets
E-1	AS PROVIDED FOR IN SEC 207(C) LGA 1989	SEE DIAG	SEC 207(C) LGA 1989	WHITEHORSE CITY COUNCIL & YARRA VALLEY WATER LTD	LRS use only PLAN REGISTERED TIME 4:36pm DATE 4 / 9 / 12 Allan Cantsilieris Assistant Registrar of Titles Sheet 1 of 13 sheets
E-1	DRAINAGE	SEE DIAG	THIS PLAN	WHITEHORSE CITY COUNCIL	
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LTD	
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE  DATE 10 / 8 / 12 REF 7224003 10/08/12 VERSION D DWG 722400DD			DATE 24 / 8 / 12 COUNCIL DELEGATE SIGNATURE Original sheet size A3

<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No. 	Plan Number <h2 style="margin: 0;">PS 641017G</h2>
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SEE DIAGRAMS 2 TO 7 FOR
UPPER AND LOWER BASEMENT LEVELS,
GROUND LEVEL, AND LEVELS 1, 2 & 3

SITE DIAGRAM
DIAGRAM 1

Sheet 2

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RAILWAY ROAD

QUEEN STREET

SITE DIAGRAM
DIAGRAM 1

Sheet 2

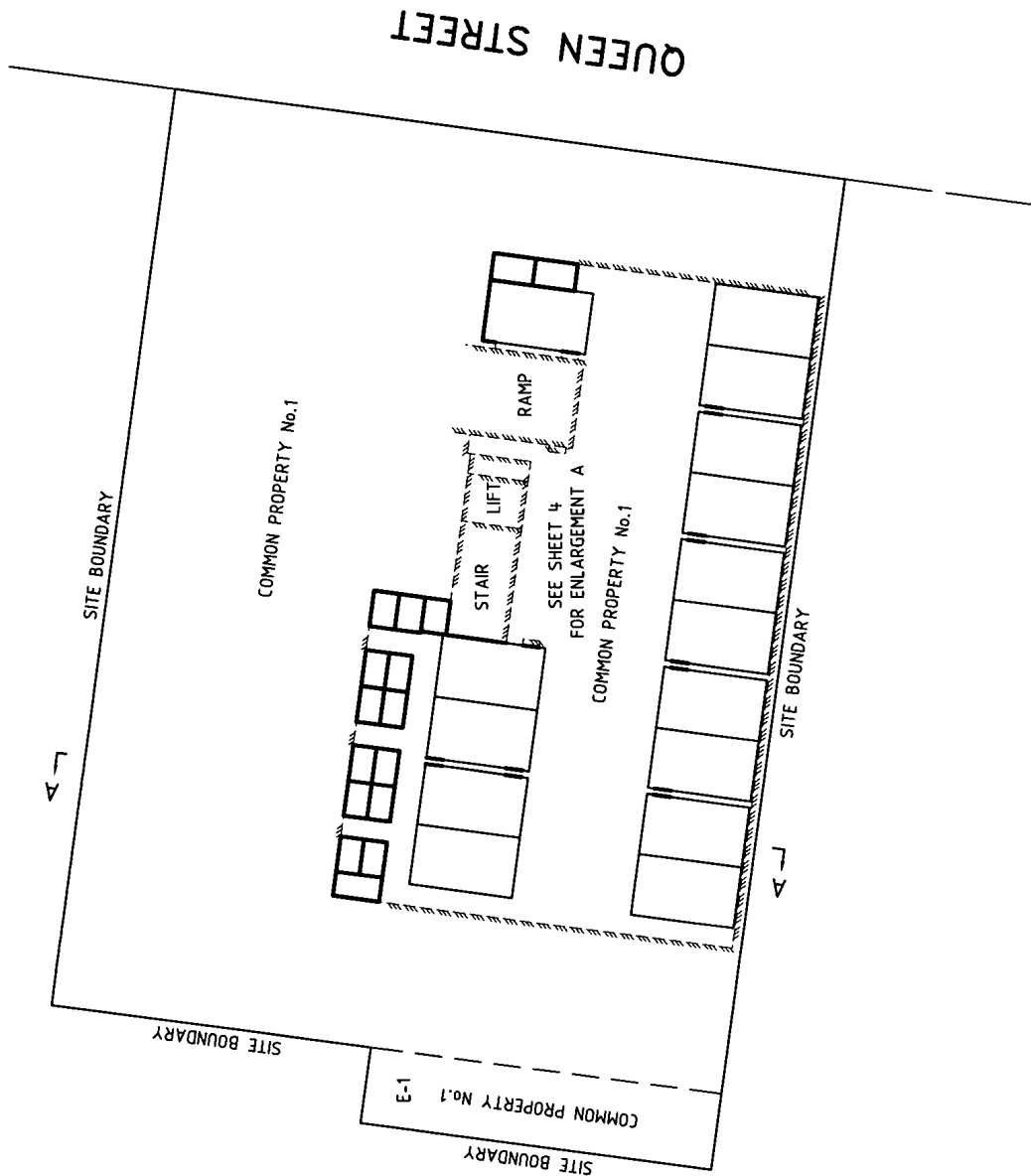
<p>Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992</p>	<p>ORIGINAL SCALE 1:250 SHEET SIZE A3</p>	<p>SCALE 2.5 0 5 10 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE REF 7224003 DWG 7224000D</p> <p>DATE 24 / 8 / 12 VERSION D</p>
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PLAN OF SUBDIVISION

Plan Number

Stage No.

PS 641017G



LOWER BASEMENT LEVEL

Sheet 3

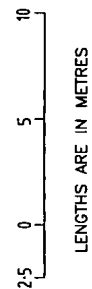
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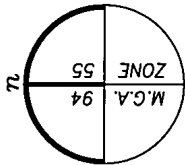
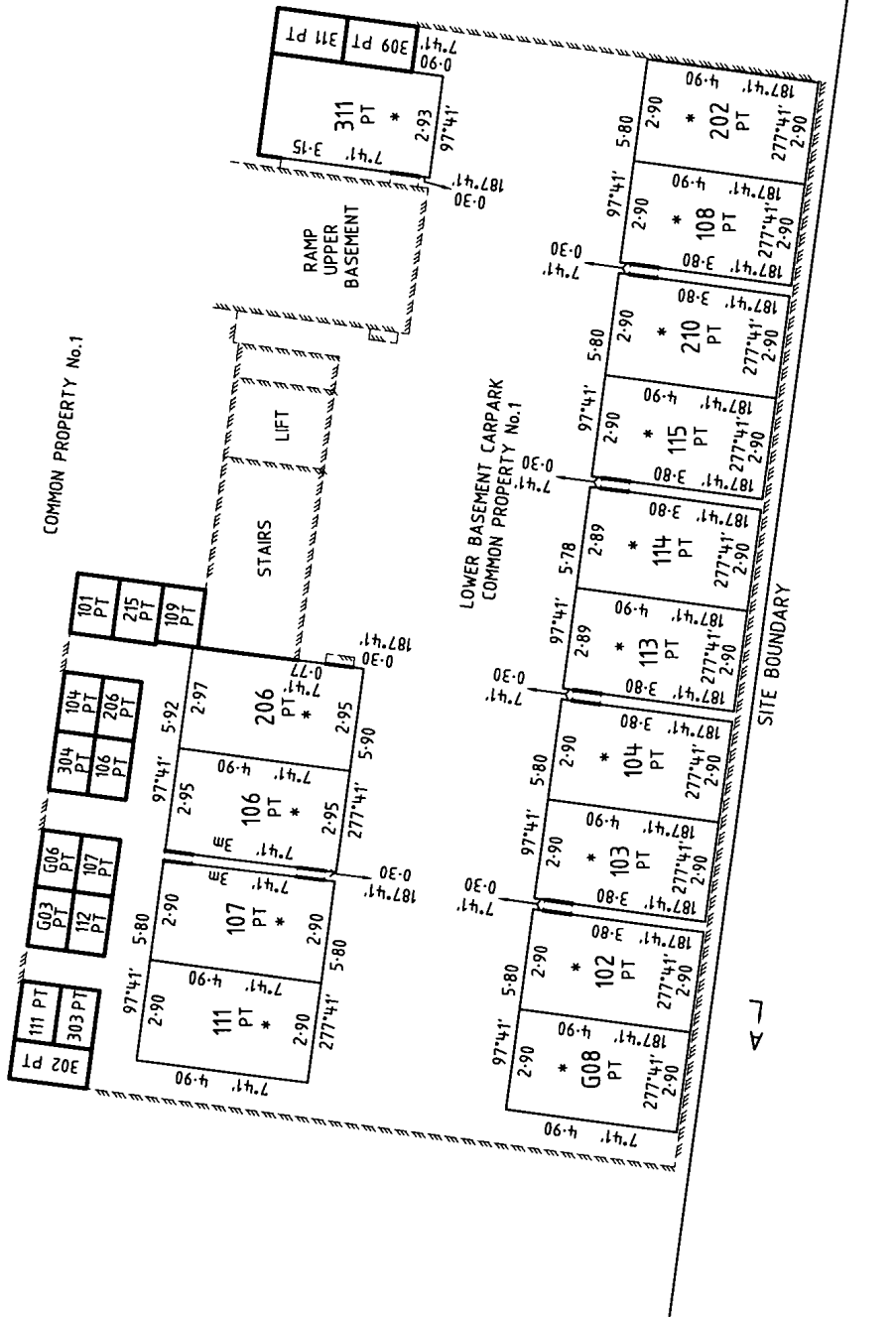
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VERSION D

REF 7224003
DWG 722400DD

LENGTHS ARE IN METRES

COUNCIL DELEGATE SIGNATURE

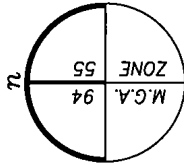
PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 641017G
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NOTE:
LOTS SHOWN WITH A * ARE LIMITED IN DEPTH AND HEIGHT TO 2.10m
ABOVE THE RELEVANT SLAB LEVEL - SEE SECTION A-A

LOWER BASEMENT
LEVEL (PART)
ENLARGEMENT A

 Bosco Jonson Pty Ltd ABN 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:150 SHEET A3	SCALE 15 0 3 6 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE _____ DATE 24 / 8 / 12 REF 7224003 10/08/12 VERSION D DWG 722400DD	Sheet 4 DATE 24 / 8 / 12 COUNCIL DELEGATE SIGNATURE _____
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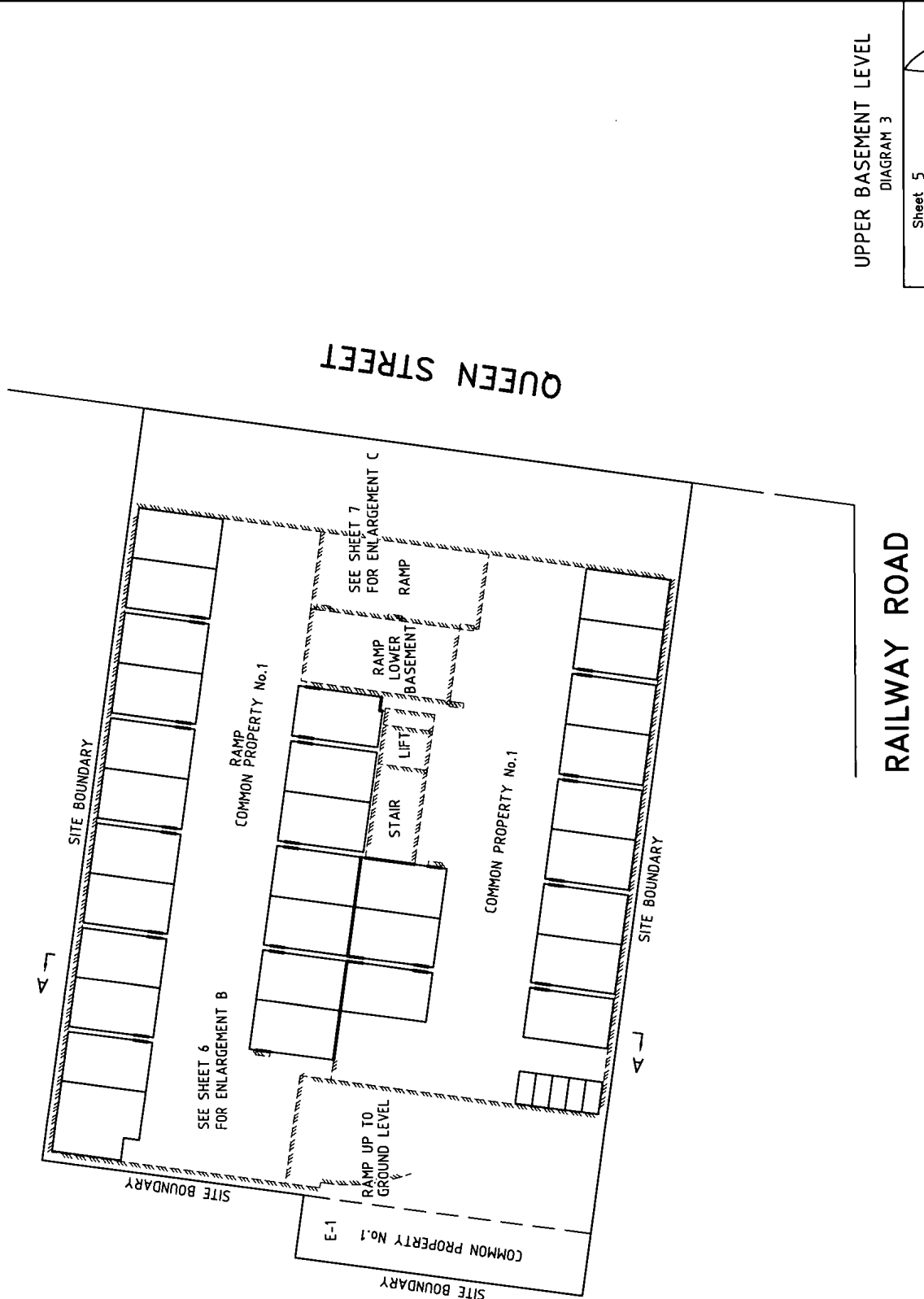


PLAN OF SUBDIVISION

Plan Number

PS 641017G

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UPPER BASEMENT LEVEL
DIAGRAM 3

Sheet 5

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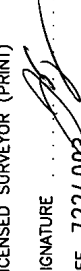


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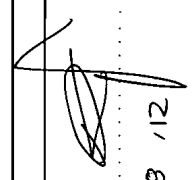
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LENGTHS ARE IN METRES

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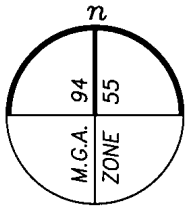
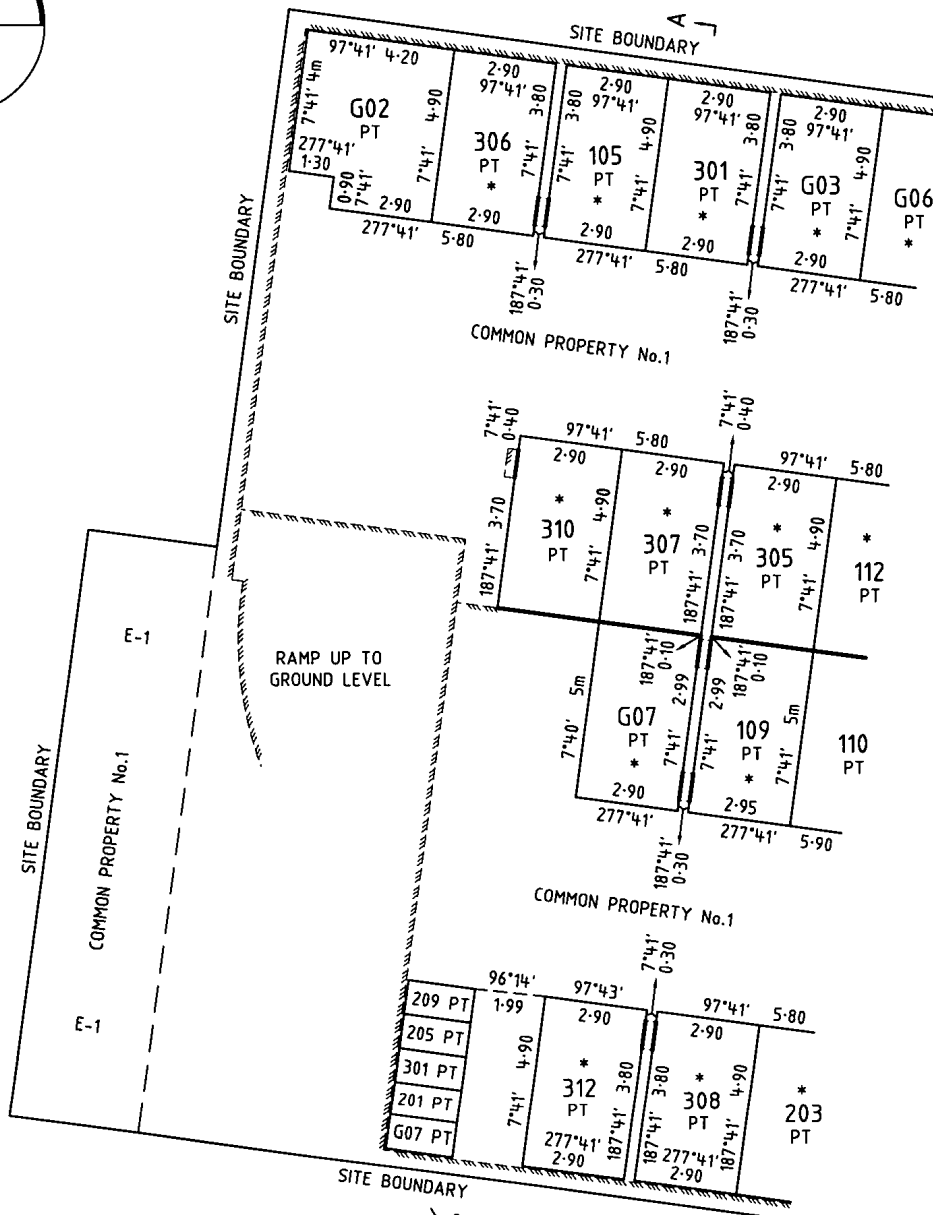
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PLAN OF SUBDIVISION

Stage No.

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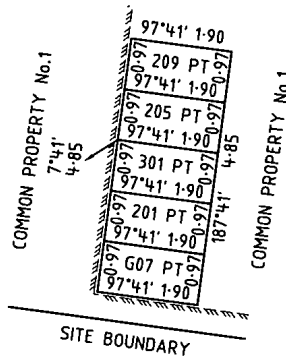
SEE SHEET 7

SEE ENLARGEMENT

NOTE:
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ABOVE THE RELEVANT SLAB LEVEL - SEE SECTION A-A'

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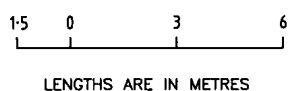


UPPER BASEMENT
LEVEL (PART)
ENLARGEMENT B

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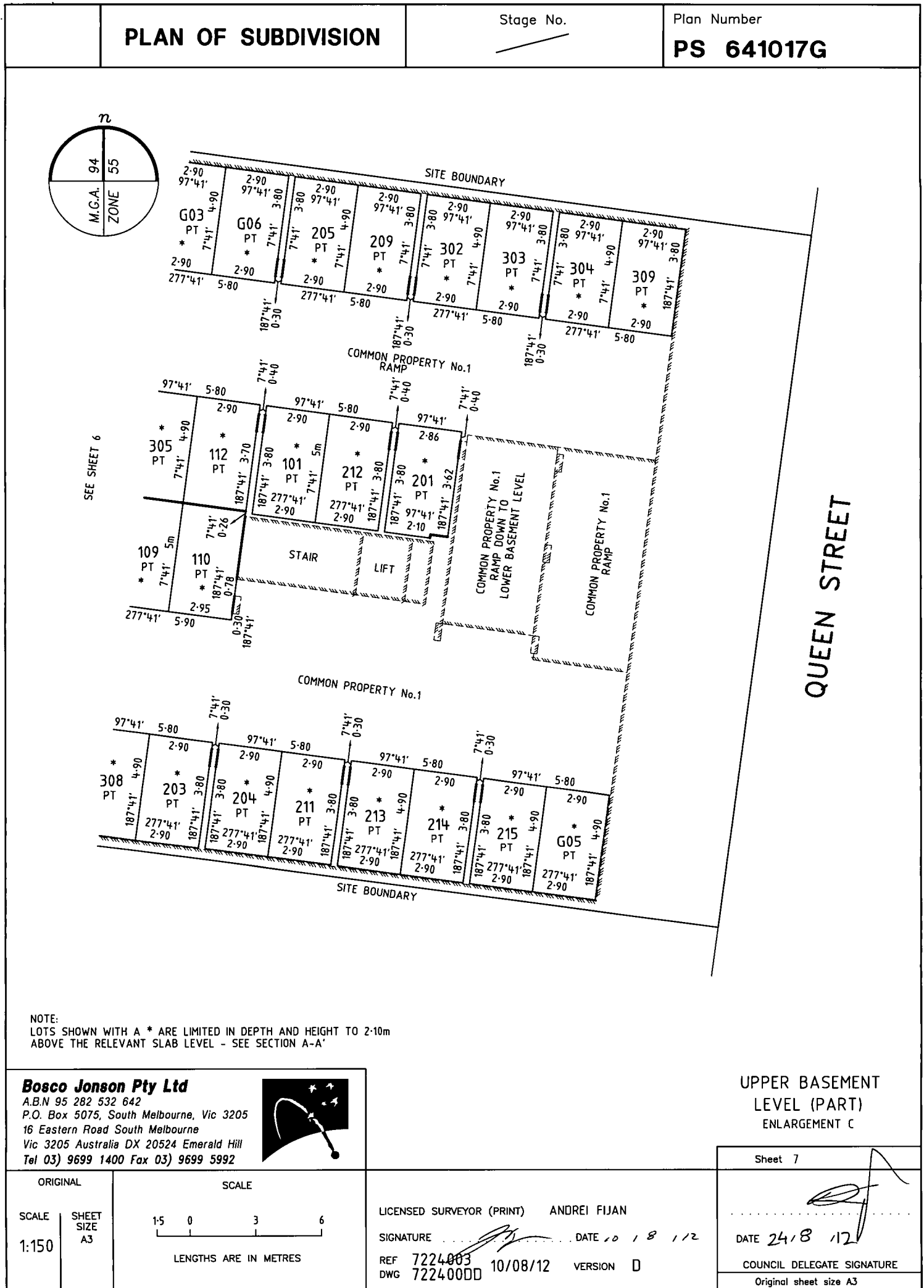
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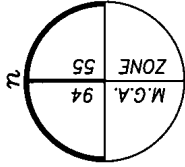
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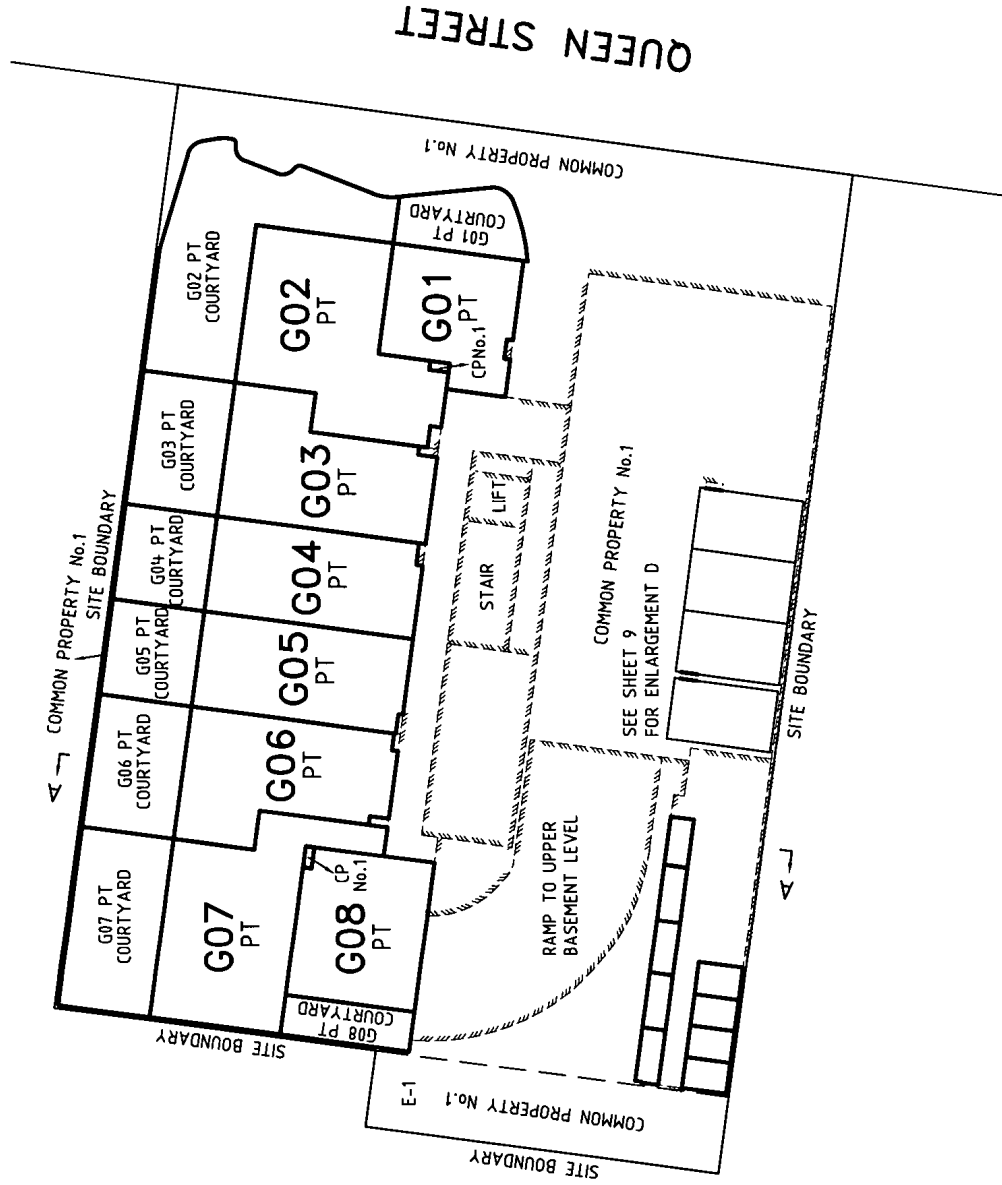
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Plan Number

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Stage No.

—



GROUND LEVEL
DIAGRAM 4

Sheet 8

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

SIGNATURE

DATE 10 / 8 / 12

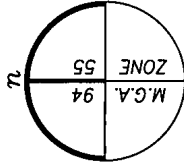
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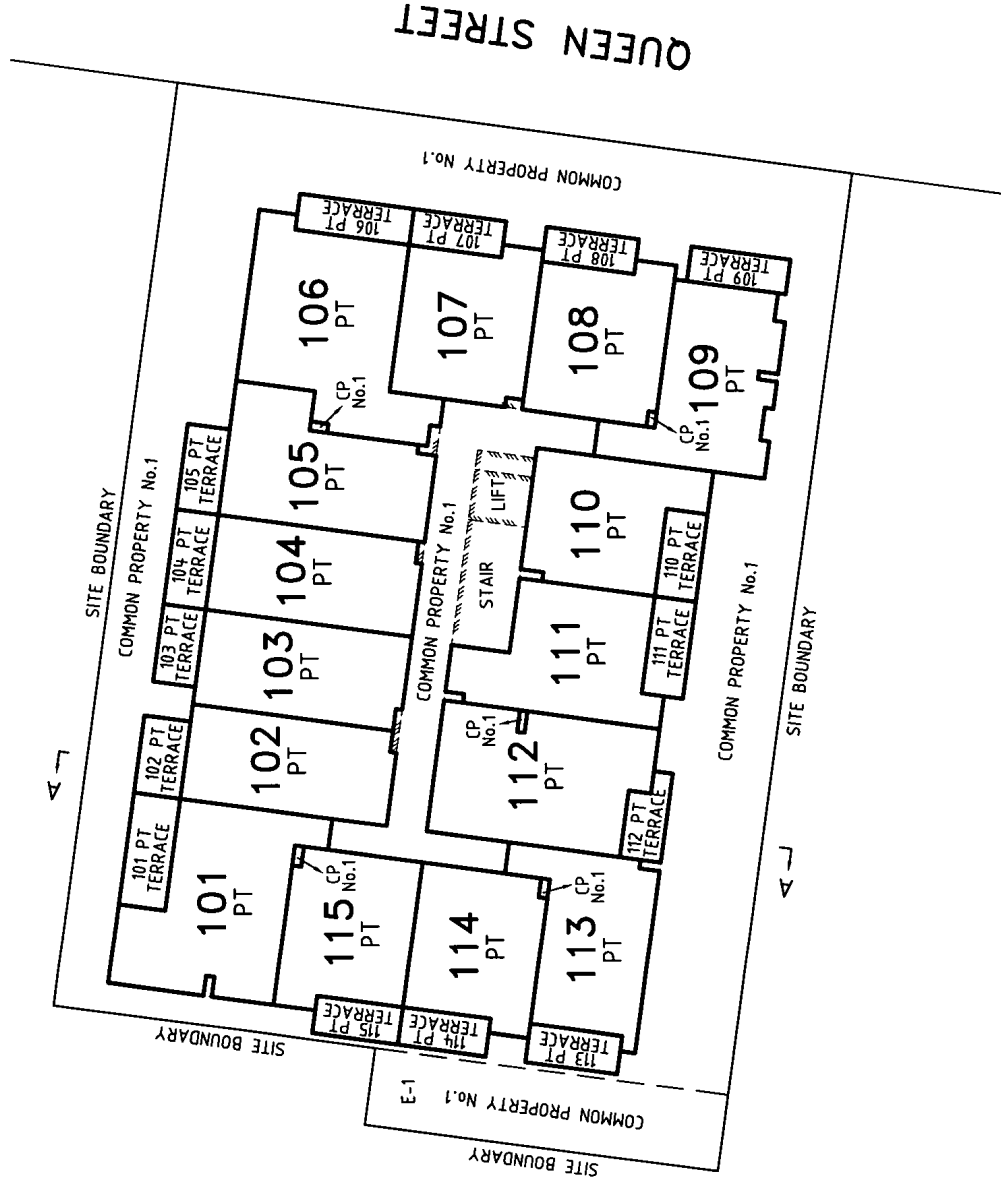
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PLAN OF SUBDIVISION

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Plan Number
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LEVEL 1
DIAGRAM 5

Sheet 10



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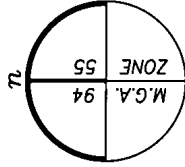
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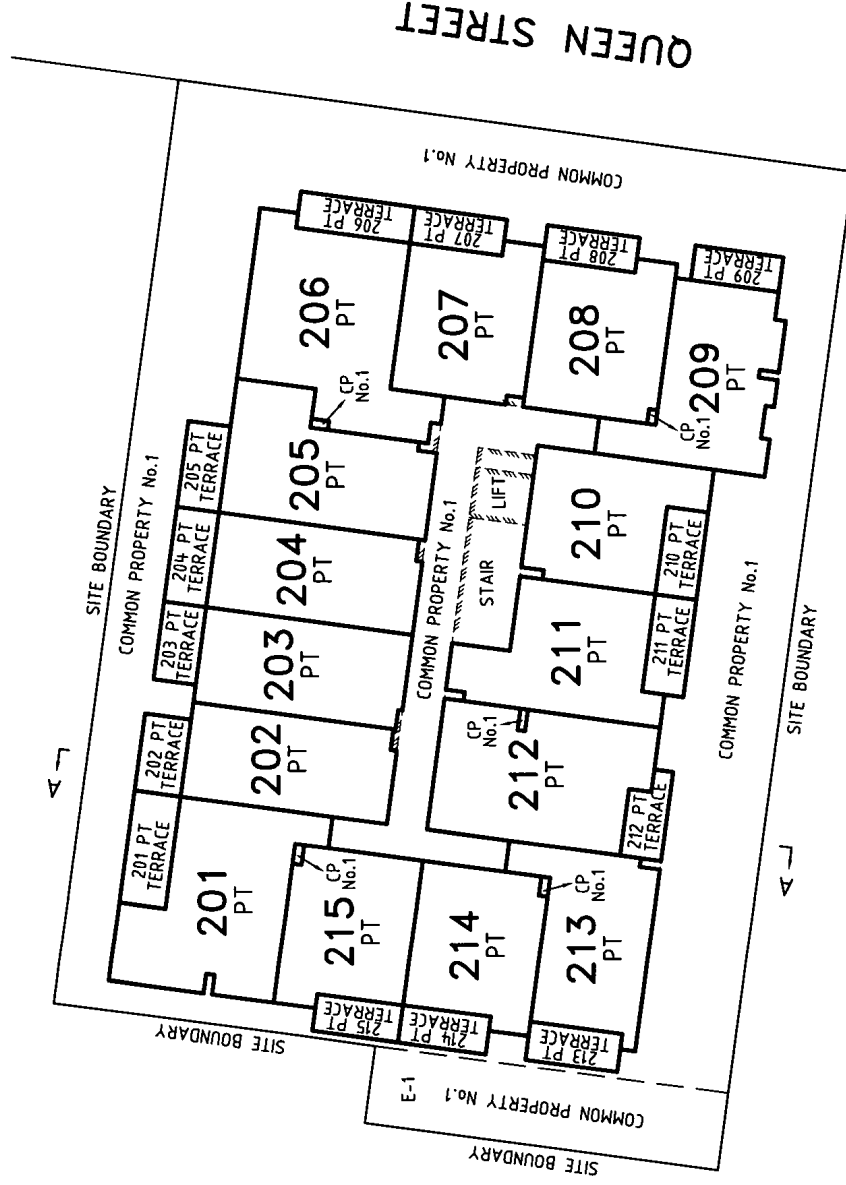
PLAN OF SUBDIVISION

Plan Number

PS 641017G

Stage No.

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LEVEL 2
DIAGRAM 6

Sheet 11

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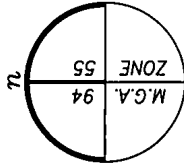
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SIGNATURE *[Signature]* DATE 10/08/12
REF 7224003 VERSION D
DWG 722400DD

DATE 24/8/12

COUNCIL DELEGATE SIGNATURE

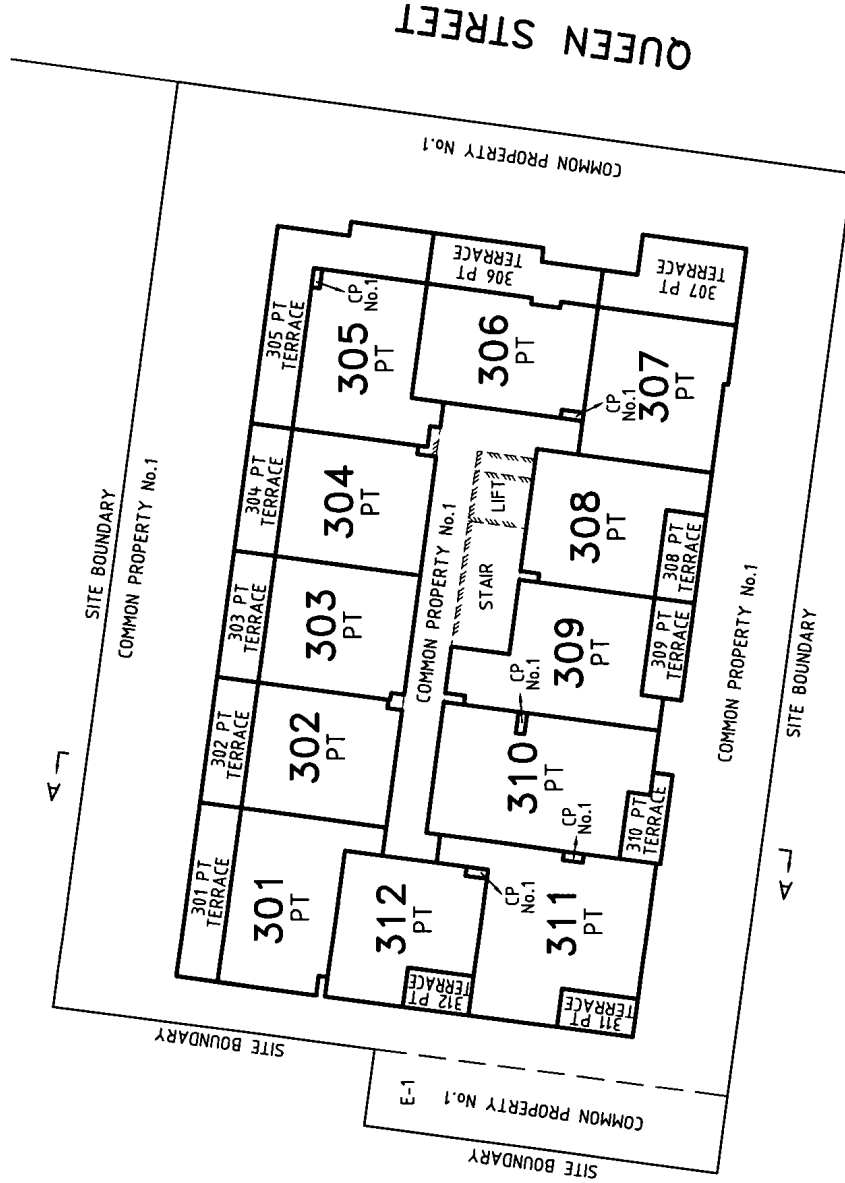


PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS 641017G



LEVEL 3
DIAGRAM 7

Sheet 12



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SCALE

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LENGTHS ARE IN METRES

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DATE 24/8/12



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641017G

The land in PS641017G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 115, 201 - 215, 301 - 312, G01, G02, G03, G04, G05, G06, G07, G08.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATAPRIME PTY LTD 101 RATHDOWNE STREET CARLTON VIC 3053

AL243165S 22/07/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC015546U 04/09/2012

Additional Owners Corporation Information:

OC015545W 04/09/2012

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 101	49	49
Lot 102	36	36
Lot 103	36	36
Lot 104	36	36
Lot 105	37	37
Lot 106	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/10/2020 03:11:03 PM

OWNERS CORPORATION 1
PLAN NO. PS641017G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	36	36
Lot 108	36	36
Lot 109	37	37
Lot 110	35	35
Lot 111	36	36
Lot 112	49	49
Lot 113	36	36
Lot 114	36	36
Lot 115	36	36
Lot 201	50	50
Lot 202	36	36
Lot 203	36	36
Lot 204	36	36
Lot 205	38	38
Lot 206	50	50
Lot 207	37	37
Lot 208	37	37
Lot 209	38	38
Lot 210	36	36
Lot 211	36	36
Lot 212	49	49
Lot 213	36	36
Lot 214	36	36
Lot 215	36	36
Lot 301	38	38
Lot 302	37	37
Lot 303	37	37
Lot 304	37	37
Lot 305	39	39



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/10/2020 03:11:03 PM

OWNERS CORPORATION 1
PLAN NO. PS641017G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306	38	38
Lot 307	38	38
Lot 308	37	37
Lot 309	37	37
Lot 310	50	50
Lot 311	51	51
Lot 312	37	37
Lot G01	37	37
Lot G02	50	50
Lot G03	38	38
Lot G04	36	36
Lot G05	36	36
Lot G06	38	38
Lot G07	50	50
Lot G08	36	36
Total	1965.00	1965.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

692920

APPLICANT'S NAME & ADDRESS

EASTERN BRIDGE C/- LANDATA
MELBOURNE

VENDOR

LAU, SELENA HON SHIAN

PURCHASER

PURPOSES, FOR INFORMATION

REFERENCE

10221

This certificate is issued for:

LOT 306 PLAN PS641017, LOT CM1 PLAN PS641017 ALSO KNOWN AS 306/18 QUEEN STREET BLACKBURN
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 3
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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

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

29 October 2020

Hon. Richard Wynne MP
Minister for Planning

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

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 November 2020 01:38 PM

PROPERTY DETAILS

Address: **306/18 QUEEN STREET BLACKBURN 3130**
Lot and Plan Number: **Lot 306 PS641017**
Standard Parcel Identifier (SPI): **306\PS641017**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **265552**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 47 K9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

[View location in VicPlan](#)

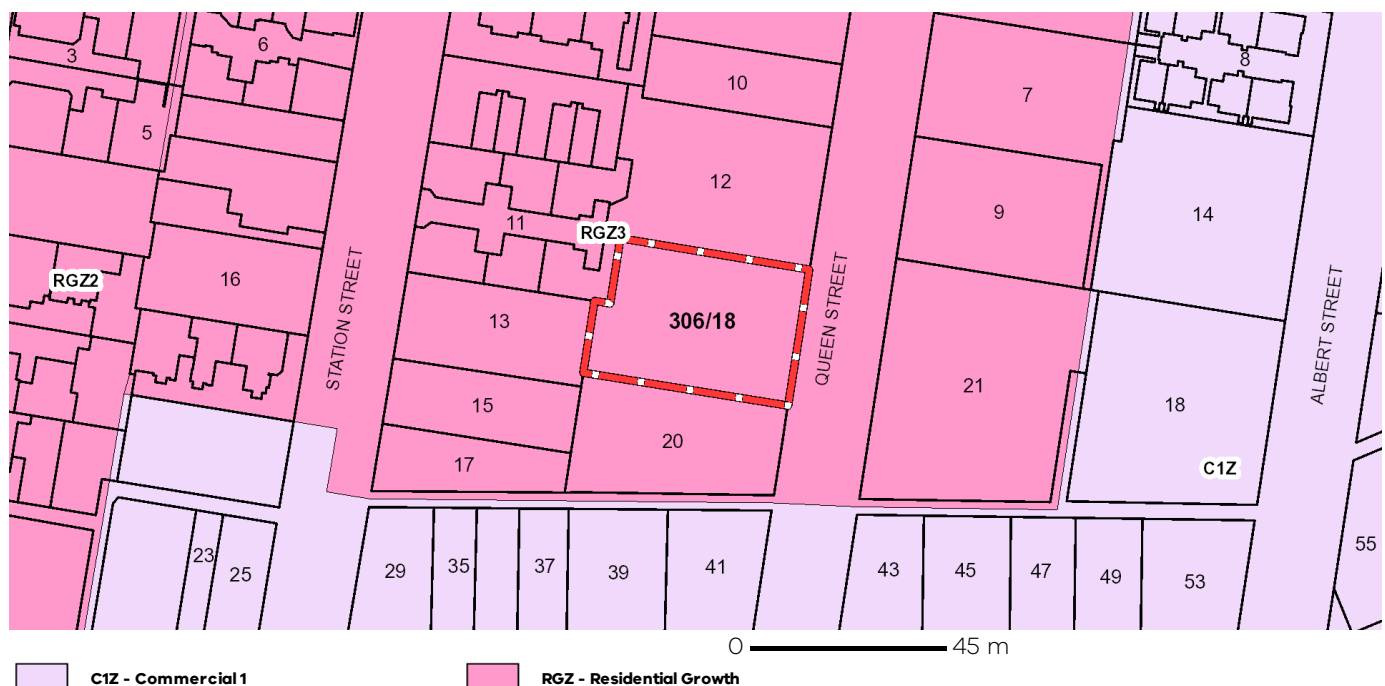
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **BOX HILL**

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 3 \(RGZ3\)](#)

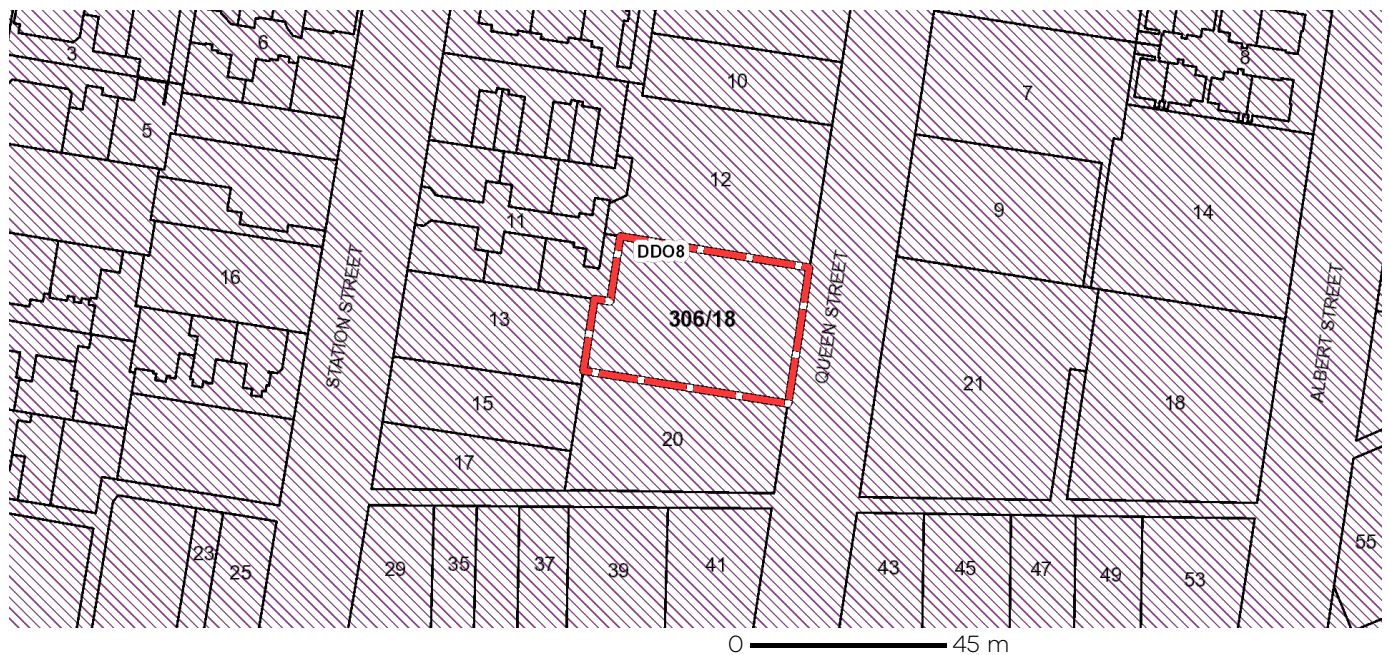


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 4 November 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 1445

Date of Issue: 30 October 2020

Applicant's Reference: 42084949-021-1:18665

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number: 10042914	Check Digit: 1
Property Description: Lot 306 PS 641017G	
Property Address: 306/18 Queen Street, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2020 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2020.

Site Value:	\$57,000
Capital Improved Value:	\$310,000
Net Annual Value:	\$15,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021 DECLARED BY COUNCIL 22 JUNE 2020

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	531.20
FSPL Fixed Charge	113.00
FSPL Variable Rate	16.70
TOTAL CURRENT LEVIED	\$660.90

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$0.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2020/2021 rating year, due dates for instalments are 30 September 2020, 30 November 2020, 1 March 2021 and 31 May 2021. Due date for lump sum payment is 15 February 2021.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

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

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

Authorised Officer: _____



Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100429141
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.



Whitehorse City Council
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Nunawading VIC 3131
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TIS: 131 540

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Monday, November 09, 2020

Your Ref: 42084949-023-5:18666
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: 306/18 Queen Street, Blackburn Vic 3130

We refer to your request for building permit particulars regarding the above property and advise of details of any Permit or certificate of final inspection issued in the preceding ten years.

BUILDING OR LAND INFORMATION

Pursuant to Regulation 51 (1) of the Building Regulations 2018
--

Our Reference: 1825/2010
Type of works: Demolition of Existing Dwelling and Garage
Building Permit Issued: 27-Sep-2010
Certificate of Final Inspection Issued: 24-Mar-2011

Our Reference: 1828/2010
Type of works: Demolition of Existing Dwelling and Garage
Building Permit Issued: 04-Oct-2010
Certificate of Final Inspection Issued: 24-Mar-2011

Our Reference: 1926/2010
Type of works: Apartment Development & Carparking – Stage 1
Building Permit Issued: 05-Apr-2011

Our Reference: 1890/2011
Type of works: Apartment Development & Carparking - Stage 2
Building Permit Issued: 07-Sep-2011
Occupancy Permit Issued: 05-Sep-2012

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Yours faithfully,

Building Services
For and on behalf of City of Whitehorse

**Whitehorse City Council**

379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333

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www.whitehorse.vic.gov.au

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

Despite whether a Building Permit is required or not there is still an obligation for all building works to be structurally sound and comply with the siting regulations consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018, Regulation 137.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms.

29th October 2020

Eastern Bridge C/- LANDATA
LANDATA

Dear Eastern Bridge C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	306/18 QUEEN STREET BLACKBURN 3130
Applicant	Eastern Bridge C/- LANDATA LANDATA
Information Statement	30559763
Conveyancing Account Number	7959580000
Your Reference	10221

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	306/18 QUEEN STREET BLACKBURN 3130
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

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

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	306/18 QUEEN STREET BLACKBURN 3130
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

Eastern Bridge C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5250401296
Rate Certificate No: 30559763

Date of Issue: 29/10/2020
Your Ref: 10221

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 306/18 QUEEN ST, BLACKBURN VIC 3130	306\PS641017	5025795	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	\$19.69	\$19.69
Residential Water Usage Charge <i>Step 1 – 27.000000kL x \$2.64460000 = \$71.40</i> Estimated Average Daily Usage \$0.78	16-07-2020 to 15-10-2020	\$71.40	\$71.40
Residential Sewer Service Charge	01-10-2020 to 31-12-2020	\$115.51	\$115.51
Residential Sewer Usage Charge <i>27.000000kL x 0.949153 = 25.627119 x 0.900000 = 23.064407 x \$1.14260000 = \$26.35</i> Estimated Average Daily Usage \$0.29	16-07-2020 to 15-10-2020	\$26.35	\$26.35
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-10-2020 to 31-12-2020	\$26.29	\$26.29
Other Charges:			
Interest No interest applicable at this time			
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$259.24

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
18 QUEEN ST, BLACKBURN VIC 3130		1249036	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest No interest applicable at this time			
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

The property above forms part of the property for which the charges below are applicable

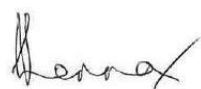
Property Address	Lot & Plan	Property Number	Property Type
16 QUEEN ST, BLACKBURN VIC 3130		1249035	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

Total Due **\$259.24**

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5025795**Address:** APT 306/18 QUEEN ST, BLACKBURN VIC 3130**Water Information Statement Number:** 30559763**HOW TO PAY**Biller Code: 314567
Ref: 52504012966**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 5025795**Address:** APT 306/18 QUEEN ST, BLACKBURN VIC 3130**Water Information Statement Number:** 30559763**Cheque Amount:** \$



Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 20 April 2011

BRIAN KEEFE
QUEEN STREET PROPERTY GROUP
8/197 SPRINGVALE RD
NUNAWADING VIC 3131

Reference Number: 3-282642

Installation Number: 16619529

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: BRIAN KEEFE

Property Address: 16-18 QUEEN STREET BLACKBURN 50 APPARTMENTS

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'B. Pagey'.

Bernadette Pagey

Title: Development Officer

Phone: 9872 2559

Email: Bernadette.Pagey@yvw.com.au

Thank you for your application with revised plans received 25/03/2011 to build upper basement and lockable undercover area within close proximity to the sewer pipe at the above property and have a water tank over the sewer pipe.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

The water tank must be supported on the existing ground or plain concrete only. Tanks are to be movable, ie: constructed of prefabricated and lightweight material.

NOTE: The owner will be responsible for the emptying and refilling of the water tank. This must comply with the current water restrictions in place.

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 150mm diameter sewer is located 2.7 metres from the rear boundary of the property at 18 Queen Street and is approximately 2.7 metres deep. A minimum of 1 metre clearance is required from the sewer pipe to the basement wall.

Any structural members, footings and piers crossing the sewer must have a minimum 600mm vertical clearance from the sewer. The footings may be arched to achieve this clearance.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch.

The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover, flush with the finished surface level. Works must be performed by a Licensed Plumber.

The licensed plumber will be responsible to record all changes to the sewer branch on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new Tie measurement.

Failure to forward this information to Yarra Valley Water will void this consent to build the above structure(s).

CONDITIONS OF APPROVAL

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

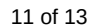
Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A copy of our customer guide for proposed works over assets is available at <http://www.yvw.com.au/yvw/groups/public/documents/document/buildoverguidelines.pdf>

A plan showing the sewer layout is included for your information.

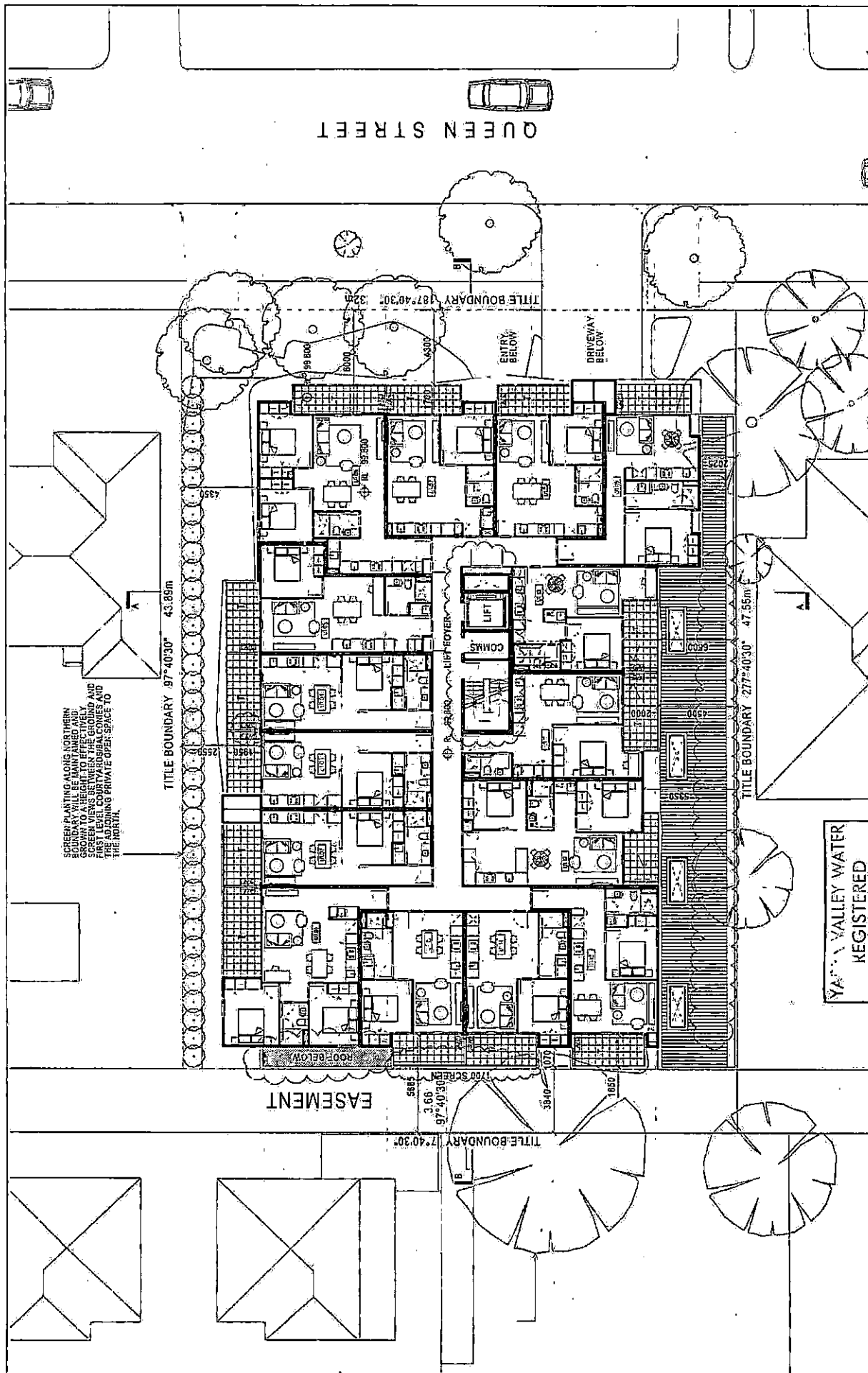
I will be glad to answer any questions you may have and may be contacted on the number shown.

Instal: 16619510



PSF: 228510

Instal: 16619510



SCREEN PLANTING ALONG NORTHERN BOUNDARY WILL BE MAINTAINED AND GROWN TO A HEIGHT TO EFFECTIVELY FILTER THE SUN FROM THE ADJOINING FIRST LEVEL COURTYARD SPACES AND THE ADJOINING PRIVATE OPEN SPACE TO THE NORTH.

YARVALLEY WATER
REGISTERED
2 of 3 PLAN
THIS PLAN REFERS TO
LETTER DATED 21/04/11
File No. 3-282642

PROJECT No. 16619510
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Owners Corporation 641017G

Lot 306
18 Queen Street, BLACKBURN

OWNERS CORPORATION CERTIFICATE

Issued on: 11/11/2020

OCVM GROUP

 MANAGEMENT RESIDENTIAL	 37° OWNERS CORPORATION COMMERCIAL	 StrataPrime HIGH RISE MIXED USE	 STRATALAUNCH BUSINESS DEVELOPMENT
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STRATA INDUSTRY SPECIALISTS

CARLTON - MORNINGTON - VERMONT SOUTH - GIPPSLAND

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

Owners Corporation Number:	641017G
This certificate is issued for Lot:	Q1 306/18 Queen Street BLACKBURN
Applicant for the certificate is:	Eastern Bridge Lawyers
Purchaser:	Tayla Anderson
Reference:	10081846
This certificate is issued for lot 306 Plan No. 641017G	

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

IMPORTANT: The information in this certificate is issued on **11/11/2020**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement

a) The present fees for the above Lot are:

Owners Corporation Administration Contribution \$2,422.80 per annum payable *Quarterly*.
Owners Corporation Maintenance Contribution \$772.80 per annum payable *Quarterly*.

Please note that this Owners Corporation's end of financial year was 31/08/2020.

An Annual General Meeting will be scheduled in the coming weeks.

At this meeting the annual budget may increase or decrease pending the resolutions made by the members.
Please be aware that the contributions for this lot may change and adjustments may be made on previous levies already issued during the new financial year. We suggest an update on the certificate be sought prior to settlement.

Due Date	01/12/2020	01/03/2021	01/06/2021	01/09/2021
Admin Amount	\$605.71	\$605.71	\$605.71	\$605.71
Maint Amount	\$193.19	\$193.19	\$193.19	\$193.19

b) The fees are paid up until 30/11/2020. If settlement should occur on or after any due date the next fee instalment as outlined above will also be due and payable.

c) Unpaid fees and levies presently total \$0.00 plus penalty interest of \$0.00.

- d) The following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are-

Potential purchasers are encouraged to review the Minutes of the last Annual General Meeting in relation to future works. It is recommended that updates are requested from our office.

- f) The body corporate has the following insurance cover-

Policy No	Insurer	Type	Sum	Premium
HU0035301 28/08/2020 - 28/08/2021	CHU Underwriting Agencies Pty Ltd	Building/Common Property	\$17,995,672.00	\$25,589.39 Loss of Rent/Temp Accommodation (15%) \$2,699,350.00
		Common Area Contents	\$179,975.00	Flood cover selected
		Public Liability	\$30,000,000.00	
		Voluntary Workers	\$200,000.00 (\$2,000.00 per week)	
		Fidelity	\$250,000.00	
		Office Bearers	\$5,000,000.00	
		Machinery Breakdown	\$100,000.00	
		Catastrophe	\$2,699,350.00	Extended cover â Rent/Temp Accommodation \$404,902. Escalation in Cost of Temp Accommodation \$134,967. Cost of Storage and Evacuation \$134,967.
		Government Audit Costs	\$25,000.00	
		Appeals Expenses	\$100,000.00	

- g) Has the owners corporation resolved that the members may arrange their own insurance under section 120 of the Act?

If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 11/11/2020.

h) The total funds held by the owners corporation as at 11/11/2020:

Financial Position of the Owners Corporation Cash at Bank is \$118,342.59
Made up of:

Administrative Fund	Maintenance Fund	Total
\$18,997.76	\$99,344.83	\$118,342.59

i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above?

If so, then provide details:

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 11/11/2020.

j) Are there any current contracts, leases, licenses or agreements affecting the common property?

If so, then provide details:

- Contract of Appointment with StrataPrime for the provision of management services.
- Contract with Linkfire for essential service testing and maintenance inc. mech vent
- Contract with ADT for the provision of Fire monitoring.
- Contract with KONE Elevators for the provision of lift Maintenance Services.
- Contract with Wastewise for the provision of waste management.

k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 11/11/2020.

l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 11/11/2020.

- m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?**

If so, then provide details

The manager is not aware of any legal proceedings as at 11/11/2020.

- n) Has the owners corporation appointed or resolved to appoint a manager?**

If so, then provide details:

A manager is appointed.

StrataPrime

03 9417 9600

Attention: Bec Vidotto eMail: bec.vidotto@ocvmgroup.com.au

- o) Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?**

No Administrator is appointed as at 11/11/2020.

- p) Other information:**

- q) Documents required to be attached to the owners corporation certificate are:**

- a) Copy of Model Rules for an Owners Corporation
- b) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners.
- c) Last AGM Minutes
- d) Consolidated Rules

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

IMPORTANT

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

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

Date of Issue:

11/11/2020

Common Seal of Plan No 641017G



Prepared By:

Bec Vidotto

Bec Vidotto

Ph: 03 9417 9600 Fax:
bec.vidotto@ocvmgroup.com.au

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

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

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. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to

be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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



ABN: 37 167 339 031 BLA REGISTRATION: 000454 & 000839
HEAD OFFICE: 101 Rathdowne Street, Carlton
POSTAL ADDRESS: PO BOX 302. CARLTON SOUTH, VIC. 3053
P: 03 9417 9680 F: 03 9417 9699
E: admin@strataprimel.com.au

27 November 2019

INTERIM MINUTES OF THE ANNUAL GENERAL MEETING

NOTE: An interim resolution becomes a resolution of the Owners Corporation on the day that is 29 days after the day the interim resolution was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.

OWNERS CORPORATION PLAN OF SUBDIVISION: 641017G PROPERTY ADDRESS: 18 QUEEN STREET, BLACKBURN

DATE, PLACE AND TIME OF MEETING:	An Annual General Meeting of Owners Corporation Plan of Subdivision: 641017G was held on Wednesday 20 th November 2019 at the StrataPrime Boardroom situated at 495 Burwood Highway, Vermont South. The meeting commenced at 5.00PM
PRESENT:	Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa (present via conference call) Lot 207 Phillip and Janet Barralet Lot 215 David King
PRESENT BY PROXY:	Nil
APOLOGIES:	Nil
IN ATTENDANCE:	Helen Megas and Jordan Powell representing StrataPrime Pty Ltd, the Manager of the Owners Corporation.
ARREARS	The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.
1. QUORUM:	The Manager confirmed that as 6 attendees out of a total of 50 owners were represented either in person or by proxy that a quorum was not reached. Accordingly all decisions made at this meeting become interim resolutions of the Owners Corporation which are subject to confirmation within 29 days of the meeting providing members whose lot entitlement totals at least 25% of all lot entitlements do not petition for the convening of a further meeting
2. MEETING CHAIRPERSON:	Helen Megas was appointed to chair the meeting.
3. MINUTES:	The members resolved that the minutes of the last Annual General Meeting of the Owners Corporation held on 26/11/2018, as attached to the notice of this meeting, be confirmed as a true record and account of the proceedings at that meeting.

<p>4. REPORTS a) MANAGER'S REPORT:</p> <p>COMMITTEE REPORT:</p>	<p>Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the Manager tabled a report, which was attached to the notice of meeting, of their activities for the period. The members acknowledged the contents of the Manager's report.</p> <hr/> <p>The committee advised that a formal written report was available upon request.</p>
<p>5. FINANCIAL STATEMENTS</p>	<p>The members resolved by Ordinary Resolution that the financial statements for the Building Financial Year ended 31/08/2019 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net asset's of the Owners Corporation as at the end of the property's financial year was \$60,987.50 and that the balance at the bank account as at the date of the meeting was \$88,228.76 consisting of \$32,549.08 in the Administration Fund and \$55,679.68 in the Maintenance Fund.</p> <p>The members requested a copy of the full financials for their records, which the Manager confirmed would be sent through.</p>
<p>6. INSURANCES:</p>	<p>StrataPrime informed the meeting that they were authorised under their Insurance Authority to provide factual advice ONLY and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs. The members acknowledged this advice.</p> <p>The members resolved that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted.</p> <p>The members agreed that once renewal quotations from the broker are obtained, the Committee will review and provide instruction as to how to place cover.</p> <p>The last valuation of the property for Insurance Purposes was conducted on 06/06/2019. It was resolved not to engage a property valuer to provide a valuation for Insurance Purposes and to adjust the insurance cover in line with the report.</p> <p>The owners confirmed that there were no known defects, hazards or matters that may effect the application of the underwriter in assessing the risk associated with this policy, aside from those already disclosed via the Defects Report that has been submitted to the Insurer. It was agreed the Committee would provide a detailed update on defects 3 months prior for the Insurer, so this information could be circulated when quotes were being obtained for renewal.</p> <p>The owners noted the Resolution that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage. The test applied will be:-who benefits more under s49.2 & s49.3 of the Owners Corporations Act 2006.</p> <p>In taking out the insurance referred to above, whilst the definition of "Building" in the Act includes:</p>

	<p>a) Any improvements and fixtures forming part of the building; and b) Any <i>shared services</i>.</p> <p>IT DOES NOT INCLUDE</p> <p>a. Carpet and temporary floor, wall and ceiling coverings; or b. Fixtures removable by a lessee at the end of a lease; or c. Anything prescribed as not forming part of the building. d. Public Liability within your lot.</p> <p><i>"shared services"</i> includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.</p> <p>THEREFORE, PLEASE NOTE THAT, IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT, THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM.</p> <p>THIS INSURANCE POLICY <u>DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT.</u></p> <p>YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR TO TAKE OUT ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCE</p> <p>The members noted that StrataPrime, as disclosed in the management agreement, is paid a commission of 20% of the base premium by the broker/underwriter for placing insurance cover for your Owners Corporation.</p>
7. ANNUAL BUDGET:	<p>The members resolved to accept the projection of estimated receipts and payments (Annual Budget of \$165,244.52 inc GST) as attached to the Notice of Meeting.</p> <p>This was made up of \$125,284.51 in the Administration Fund & \$39,960.01 in the Maintenance Fund</p>
CONTRIBUTIONS:	<p>The meeting resolved by ordinary resolution:</p> <p>a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.</p> <p>b. that the contributions be paid in advance in quarterly instalments; the first such instalment being due on 01/09/2019, and subsequent instalments falling due on 01/12/2019, 01/03/2020, 01/06/2020.</p> <p>c. that a Budget Contribution adjustment would be raised for 2 quarters to ensure that the Revenue contemplated in the adopted budget was collected in the financial year.</p> <p>[NOTE: This is the difference between the previous year's quarterly contribution & the new quarterly contributions allowing for rounding differences]</p>



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8. CONFIRMATION OF MANAGER:	<p>In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 it was noted by the members that StrataPrime were in year 1 of a rolled Contract of Appointment. The Manager confirmed a new proposal would be circulated to the Committee for review in due course.</p> <p>It was Resolved that the Owners Corporations delegate to the Manager all of the Powers and functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.</p>
MANAGEMENT FEE:	<p>The management fee for the building financial year was set at \$14,473.01 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.</p>
9. COMMITTEE	<p>The members resolved to appoint a committee. (part 5 Section 100(2) makes it compulsory to elect a committee only if the Owners Corporation consists of 13 or more members.)</p> <p>Nomination for committee were received for: Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa Lot 207 Phillip and Janet Barralet Lot 215 David King</p> <p>There being no further nominations the Chairperson declared the committee elected. The committee consist of: Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa Lot 207 Phillip and Janet Barralet Lot 215 David King</p> <p>DELEGATION OF AUTHORITY TO THE COMMITTEE The members Resolved to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation <u>except</u>:</p> <ul style="list-style-type: none"> a) a power or function requiring a special resolution or a unanimous resolution; or b) giving notice of an annual general meeting or special general meeting; or c) the power to remove a committee or officer of the Owners Corporation; or d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or f) a power delegated by instrument to the manager of the Owners Corporation; or g) a power delegated by instrument to the secretary of the Owners Corporation; or h) a power delegated by instrument to the grievance committee;



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	<p>Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.</p> <p>This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.</p>
CHAIRPERSON	The members resolved to appoint Dmitri Kononov as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006.
SECRETARY	It was resolved to delegate the functions and duties of Secretary of the Owners Corporation to StrataPrime and to execute a Delegation of Authority if called upon to do so. This Delegation includes the responsibility to Affix the Common Seal to OC Certificates to StrataPrime. The OC Certificate is permitted to be affixed in Electronic Format and the document witnessed by StrataPrime using an electronically generated signature.
PUBLIC OFFICER	The members resolved by Ordinary Resolution to appoint an employee of StrataPrime to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.
10. PENALTY INTEREST:	<p>The meeting Resolve by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within twenty eight days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983.</p> <p>The meeting resolved to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.</p>
11. LEGAL ACTION FOR THE RECOVERY OF FEES, LEVIES COSTS & CHARGES:	<p>The members acknowledged the SPECIAL RESOLUTION already passed by the Owners Corporation at the 2012 Inaugural Meeting, that authorises the manager, to initiate legal action in the Magistrates Court or any other court of competent jurisdiction, to recover, as a debt due from the person or persons in default or breach, the fees, levies and costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 and Regulations or the Rules of the Owners Corporation.</p> <p>A unit owner or occupier shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that unit owner to the Owners Corporation, or in relation to rectifying a default or</p>



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	<p>breach of the Owners Corporations Act 2006, Regulations or Rules of the Owners Corporation.</p> <p>A Fee Reminder Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 7 days after the due date.</p> <p>A Final Fee Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 28 days after the due date, who have received a Fee Reminder notice from the manager.</p> <p>A Legal/Mercantile Collection Agency referral fee (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners who have received a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.</p> <p>The members acknowledged the SPECIAL RESOLUTION already passed by the Owners Corporation at the 2012 Inaugural Meeting, that authorises any further costs associated with Solicitors, Magistrates Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual lot owners as a debt due to the Owners Corporation.</p> <p>The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Chairperson of the Owners Corporation for a decision. The Chairperson may share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.</p> <p>The owners acknowledged that the Fee Reminder Notice charges, the Final Fee Notice charges and the Legal Referral Fees are paid to the manager to cover the costs incurred by the manager in managing arrears. This duty falls outside the Duties of A Manager as defined by the Owners Corporations Act 2006.</p>
12. ESSENTIAL SERVICE (FIRE SAFETY)	<p>All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed.) If Fire Doors are installed they must be kept closed at all times.</p> <p>The members resolved to meet their compulsory obligations to test and maintain fire and safety equipment in terms of the Building Regulations 2006, and to the Australian Standard nominated on the building permit and occupancy certificate or the standards at the build date.</p> <p>The mandatory annual certification known as the AESMR must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au</p>

	<p>The members resolved that Linkfire be appointed to act as the Agent for Owners Corporation Strata Plan 641017G for the specific purpose of having authority to sign the annual fire compliance certificate (AESMR).</p> <p>The last AESMR was dated 16/10/2019. It was noted that whilst it was non-compliant due to outstanding penetrations, the work order to complete these works had been issued. The members queried what would be the cost of the re-issuing of the AESMR once the works had been completed and compliance achieved, and also check with the Insurer the implications of having a non-compliant AESMR, but having issued a work order to the contractor and where the liability would fall should an incident occur.</p> <p>As a mandatory obligation, the manager is authorized to affect immediate repairs to meet ongoing compliance and avoid fines and/or building orders.</p>
13. OCCUPATIONAL HEALTH & SAFETY	<p>The members resolved <u>NOT</u> to undertake an audit, the Chairperson/Committee <u>MUST</u> complete, as a minimum, on an annual basis, the StrataPrime Property Risk Profile report identifying any safety breaches or risks at the property and further, to advise StrataPrime immediately when any risk is identified by the owners.</p> <p>The manager will forward the StrataPrime Property Risk Profile checklist to the Chairperson/Committee for completion and return.</p> <p>It was agreed a quote would also be sourced for a formal OHS report, for the committee to consider once outstanding defects had been attended to.</p>
14. AFTER HOURS TRADE EMERGENCY SERVICES	<p>The members noted that the After Hours Trade Emergency contact is Tymaline Building Services contactable on 0418 362 023.</p> <p>This service is for Trade Related <u>EMERGENCIES</u> only. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the <u>Lot Owner or Occupant</u> for this service.</p> <p>The minimum call out fee after hours is \$360.00 plus GST.</p>
15. EMERGENCY MAINTENANCE	<p>THRESHOLD FOR <u>EMERGENCY</u> MAINTENANCE</p> <p>The members resolved by Ordinary Resolution that StrataPrime were authorised to expend up to \$3,000 on <u>emergency maintenance</u> on the property without referral to the members or committee.</p>
16. GENERAL BUSINESS:	<p>a) COMMON PROPERTY DEFECTS</p> <p>The Manager advised there are common property defects affecting two private Lots and both seem to be related façade cracks. The Manager advised that the Owners Corporations insurer was managing one and the Owners Corporation contractor had been engaged to rectify the other one. The Manager confirmed the Committee would continue to be kept up to date with the progress of these two defects.</p> <p>It was confirmed that the original Builder, Verve Constructions, had recently gone into liquidation. This means that there is no legal recourse for any common or private property</p>

	<p>defects that have been identified. The Members noted that that any costs to rectify would have to be worn by the Owners Corporation moving forward.</p> <p>b) GARDEN AT REAR OF COMPLEX The Members discussed Misha's proposed plan for the green-scaping of the area at the back of the building. It was noted that the proposal included low/no maintenance drought tolerant plants, which are in line with the front gardens style.</p> <p>The members discussed this and ultimately agreed that this project was not a priority at this time. It was agreed this would be revisited at a later date by the Committee.</p> <p>c) PUMP MAINTENANCE Dmriti queried the recent quote for the stormwater pump repairs sent to the Committee. It was agreed that the scope needs further investigation to confirm that the contractor is quoting correctly. It was agreed the Manager would source an alternate quote for pump maintenance moving forward given ongoing issues with the current contractor.</p> <p>d) 17-21 QUEEN STREET – CAFÉ Diane presented a letter she received from Whitehorse City Council regarding the Café across the road. David confirmed that the cafe was included as part of the planning and building plans for the development situated at 17-21 Queen Street. It was noted any member not in agreement with this should submit their objections in response to the planning permit directly.</p> <p>e) PARKING ON QUEEN STREET The Members discussed the ongoing issue with street parking as a result of the various complexes being built in the area. It was requested that the Manager write to the council to report the danger when exiting the property due to low visibility due to the volume of parked cars, the damage being caused to surrounding cars due to the traffic, and request additional sections of the road can be marked as no standing zones. It was also requested that when the Manager writes to the council, it should also be requested that they be asked to check the stormwater drains on Queen Street which overflow during heavy rains.</p>
17. CLOSURE	There being no further business to discuss, the meeting closed at 6.12PM.

**CONSOLIDATED RULES FOR AN OWNERS CORPORATION
PLAN OF SUBDIVISION PS641017G
18 Queen Street, Blackburn**

(Model rules pursuant to Schedule 2 of the Owners Corporation Regulations 2007)

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.

4.2 An owner or occupier of a lot, being a person who is not a registered proprietor of a lot at the time of registration of these rules, must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 calendar days.

4.3 An owner or occupier of a lot must clear on each and every day and keep clear from any mail or other material of whatsoever nature the owner or occupier's mailbox and/or newspaper receptacle, whether solicited or not, and must arrange for such clearance by another person should the owner or occupier be absent from the lot for any period exceeding 24 hours whatever the reason.

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**

ADDITIONAL RULES

Note:

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

1. Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS641017G and known as 18 Queen Street Blackburn.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation 641017G.

"Plan of Subdivision" means Plan of Subdivision No PS641017G

"Regulations" means the Owners Corporations Regulations

2. Vehicles, Driveways and Car Parking Areas

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph. permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- (b) interfere with the operation, function or control of the electronic vehicular gates;
- (c) wash any vehicle in any area or car park space or any Common Property whatsoever; and
- (d) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation.

3. Animals

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and then not in a manner to cause a nuisance to any other Occupier;
- (b) exercise any animals on Common Property or allow any animal to roam freely on Common Property;
- (c) allow any animal excrement or animal debris to build up run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, Lot or part thereof; and
- (d) keep, mind or allow any more than one (1) dog and/or (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

4. Balconies, Patios, Garden Areas, Common Property and Any Exterior Building Surfaces and External Appearance

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- a) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas (if any) and subject to the terms and conditions specified in writing by the Owners Corporation;
- b) install any insect screen, awning, external blind, security door, or any other exterior fixture or fitting without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- c) keep any plants, planter boxes or pots on any balcony, patio or garden area that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;
- d) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or garden area without the prior written consent of the Owners Corporation

and then only upon the terms of such consent and subject to the relevant building regulations or planning laws;

- e) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- f) hang curtains or internal window furnishing visible from outside the Lot unless those curtains or window furnishings have a backing of off-white or cream color without the prior written consent of the Owners Corporation and then only upon the terms of such consent. A Member shall not install, any window tinting without having the color and design approved by the Owners Corporation. All window furnishings must be fixed in accordance with the Typical Window Head Detail set out in Annexure A of these rules;
- g) install any air conditioner or any air-conditioning equipment on or within the Member's Lot without the prior written consent and terms of the Owners Corporation as to the location size color and appearance of such and subject to the equipment and its operation conforming to any laws, bylaws and regulations;
- h) hang or permit to be hung any garment or article of clothing, sheet, blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Member's Lot or so as to be visible from outside the Lot (except in places expressly provided for such purpose);
- i) smoke on Common Property;
- j) use, possess or deal in illegal drugs or other substances on Common Property;
- k) consume alcoholic beverages on Common Property;
- l) use the Common Property for the holding of any meeting, functions or gatherings without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- m) Lots 2 – 7 must maintain at all times, ground floor screen plants specific to their Lot in accordance with all planning and landscape requirements applicable to their Lot and the Building. Plant heights must be maintained to a minimum height that provides effective screening between the ground and first floor balconies and the adjoining property: 14 Queen Street located to the North (4 metres minimum). Ongoing care of the plants must be maintained to ensure they remain in a healthy condition. Should the Lot owner fail to do this, then the Lot owner must not prevent the Owners Corporation from maintaining the screening plants in accordance with the planning and landscape requirements. Should this occur the Owners Corporation will back charge the Lot owner accordingly;
- n) All lots facing East above ground (Lots 106, 107, 108, 109, 206, 207, 208, 209, 305, 306 and 307) must provide the caretaker or cleaner appointed by the Owners Corporation with unfettered access to their balconies on a bi-annual basis for the purpose of cleaning the external façade of the balcony balustrade glass. The cleaning costs will be included in the annual budget of the Owners Corporation; and
- o) In order to maintain the overall look and colour scheme of the Building, the following colour schedule must be used at all times for any external and/or Common Property of the Building. Any changes to this schedule would need to be taken to a General Meeting and decided upon by a 75% resolution.

General lobby carpet	Tuftmaster Beavais, Aurora 190
General lobby and corridor wall paint	Dulux Natural White, low Sheen
General lobby & corridor ceiling paint	Dulux Natural White, flat acrylic
Special finish to lobby wall panels	Dulux Winnow, 2pac – satin finish
Timber panelling finish to lobby	Harper Sandilands Royal oak flooring, Oak

	Washed Chestnut
External entrance tile & lift	Erneste – Charcoal 300 x600
Ground floor planters, balcony soffits & Roof – lift overrun & screening at East elevation	Acrylic render – lexicon1/4, PCWF4, Sandstone 3060, Matt finish
External walls: ground, first and 2 nd floor	Acrylic Render – Klute, PG1F5, Sandstone 3060, Matt finish
External walls: 3 rd floor, ground perimeter blockwork walls to North, South & West elevation and the perimeter paling fence to the North East & South East	Dulux “Namadji” Acratex finish
Perimeter paling fence to North & West	Dulux “Charcoal” Satin finish
Perforated Metal panels to garage door, Entry and booster cabinet	Powder Coat, Colour: Anodic Bronze, GY114A
Window Frames	Metal Finish, Dulux: Night Sky
Galvanised Columns to Balconies, Balustrade Frames and Garage Door	Powder Coat: Anodic Bronze, GY114A
Glass Balustrade	Frost on body tinted grey toughened glass
Carpark floor finish	Epoxy paving paint – Sika floor – Light grey – RAL 7035
Roof finish	Colourbond - Monument
Facade Timber Cladding	Cypress Pine Colour: Haze Coffee
Carpark perimeter walls	Dulux Klute
Service doors, bin room doors, service rooms, riser doors and stair walls	Dulux white on white

5. Rubbish

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) deposit household rubbish in any other receptacles or in any other part of the Common Property except inside the rubbish bins in accordance with the instructions as determined by the Owners Corporation;
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection receptacles for items of this nature;
- (c) throw or allow to fall or leak or permit or suffer to be thrown fall or leak any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies or in corridors. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member or Occupier concerned; and
- (d) deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.

6. Works, Damage & Repairs

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, corridor or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the

Lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the damage occurred;

- (b) fail to properly inform the Owners Corporation within twenty-four (24) hours of any damage to property which may be subject of a claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to direct any maintenance works being attended to by tradespersons or others that have been appointed by the Owners Corporation specifically to work being undertaken;
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;
- (e) commit, perform or cause any manner or any act on any Lot or Lots or on the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-laws or order made by any Municipal, Statutory, Government or other Authority authorized by law to make such regulation, by-law or order or issue such permits; and
- (f) make any alterations or additions to any Lot, the Common Property, the Building, the services, fixtures, fittings or equipment on Common Property whether structural or otherwise without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

7. Relocations, Deliveries, Tradesmen

7.1 A Member must not, and must ensure that the Occupier of Member's Lot does not:

- (a) damage, obstruct or interfere with the lifts, stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (b) move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving approval from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;
- (c) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation;
- (d) permit any vehicles to restrict access to common property or lots;
- (e) conduct operations so as to unduly restrict access of other owners or occupiers to the driveways or common areas;
- (f) move furniture or bulky items through Common Property or place any furniture or items likely to cause damage or obstruction in the Common Property except in accordance with these rules or such policies determined by the Owners Corporation from time to time;
- (g) arrange for trades people (except in emergencies) of any nature or kind to perform any works except during the hours of 8.00am to 6.00pm Monday to Friday and there shall be no work done by trades people on weekends or public holidays or without the supervision and at the sole responsibility of the Member so arranging;

- (h) arrange for deliveries of any kind or nature unless the Member or the Occupier of a Member's Lot or their respective authorised representative is at or on the premises to supervise, accept and arrange to accept delivery at the Member's sole cost and liability; and
- (i) move in, move out or arrange for any delivery to commence before ensuring protective coverings for the floors and lifts are in place prior to the move or delivery.

7.2 At the completion of the move or delivery, the Member or the Occupier of the Member's Lot must:

- (a) remove all protective coverings for the floors and lifts within one hour of the move or delivery being completed;
- (b) conduct a walk through to facilitate a property inspection report of all areas utilised by the carriers, delivery personnel or tradespeople. In the event of any damage during the move or delivery, the Member or the Occupier of the Member's Lot must:
 - i) arrange digital photographs to be taken of any damage to Common Property;
 - ii) provide a copy of the property inspection report along with copies of any digital photographs to the carriers or tradespeople or delivery personnel; and
 - iii) provide a copy of the property inspection report along with digital photographs to the Owners Corporation.

7.3 The Owners Corporation may recover the cost of any damage or making good any damage from the Member or the Occupier of the Member's Lot arising out of any move, delivery or access required pursuant to this rule.

8. Use of Lifts and Security System

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- a) use any lifts for any other purpose other than to gain access to his or her Lot and in accordance with such policies determined by the Owners Corporation from time to time and any operating instructions of the lift supplier with respect to the use of lifts;
- b) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time or use the lifts in such a manner as to interfere with the normal operation of or the other Members' or Occupiers' use of the lifts;
- c) press the alarm or stop buttons except in an emergency situation or press any button other than the one representing the level that the lift is required to stop at;
- d) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions by the Owners Corporation. A Member or the Occupier of a Member's Lot must ensure that protective coverings for the lifts are in place prior to moving any furniture or furnishings into or out of a Lot and must remove all protective coverings for the lifts within one hour of completing the move; and
- e) use the building security system and locking mechanisms except in accordance with the instructions determined by the Owners Corporation.

9. Public Announcements including, Sale and Lease notice boards

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not use the Lot or any part thereof or the Common Property for the making of any public announcement or for the displaying of any placard, advertisement or sign without first having obtained the prior written consent of the Owners Corporation and then only upon the terms of such consent.

- (b) A Member must not and must ensure that the Occupier of a Member's Lot does not interfere with, object to, assist or do anything that will directly or indirectly prevent the developer, Queen Street Property Group Pty Ltd, from erecting or displaying any placard, advertisement or for sale signs on the Common Property for as long as it is required for the developer to sell any lot.
- (c) For a period of 12 months from the registration of the plan of subdivision, Queen Street Property Group Pty will be entitled to specify and direct the Owners Corporation to adopt such rules and policies pertaining to the display or erecting of any signs, placard or advertisement for the sale or lease of a Member's Lot including the size, form and location of such display. A Member must and must ensure that the Occupier of a Member's Lot complies with all policies and terms determined by Queen Street Property Group Pty or the Owners Corporation.

10. Maintenance and Building Works

A Member must not, and must ensure that the Occupier of a Member's lot does not prevent or object to the appointment of Verve Constructions as the main maintenance contractor for any service and maintenance work required for all fittings, fixtures and equipment located at the Building including all electrical and mechanical systems, plumbing works and major trade works required to be done at the Development.

For a period of 12 months from the issue of the certificate of practical completion for the Building,

- (a) A Member must and must ensure that the Occupier of a Member's lot only appoints Verve Constructions to carry out any works to the Member's Lot; and
- (b) Queen Street Property Group Pty Ltd will have the sole discretion to decide on the terms of appointment of Verve Constructions and a member must not and must ensure that the occupier of a member's lot does not interfere with, prevent or object to such appointment. Upon expiration of the 12 months period, the appointment of Verve Constructions or any other maintenance contractor will be subject to review by the Owners Corporation.

11. Meetings of Owners Corporation

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) cause any interference, disruption or nuisance at any meetings of the Owners Corporation;
- (b) raise any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as whole.

A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

12. Penalty Interest

The Owners Corporation is entitled to charge and the member must pay penalty interest as determined by the Owners Corporation on money owed by the member to the Owners Corporation sixty days after the due date, such interest to be calculated from the due date.

13. Compliance with rules and laws

A Member must, and must ensure that the Occupier of a Member's Lot:

- (a) take all reasonable steps to comply with these rules and all laws relating to the Lot including without limit any requirement, notices and orders of any governmental authority;
- (b) take all action available under a lease or licence agreement to ensure that any lessee or licensee of the Lot and any invitees of those lessee or licensee comply with these rules and applicable laws;
- (c) advise the Owners Corporation Manager of an out of normal business hours contact address and telephone number for the Member or the Occupier of the Member's Lot and must promptly advise the Owners Corporation Manager of any change in address or telephone number.

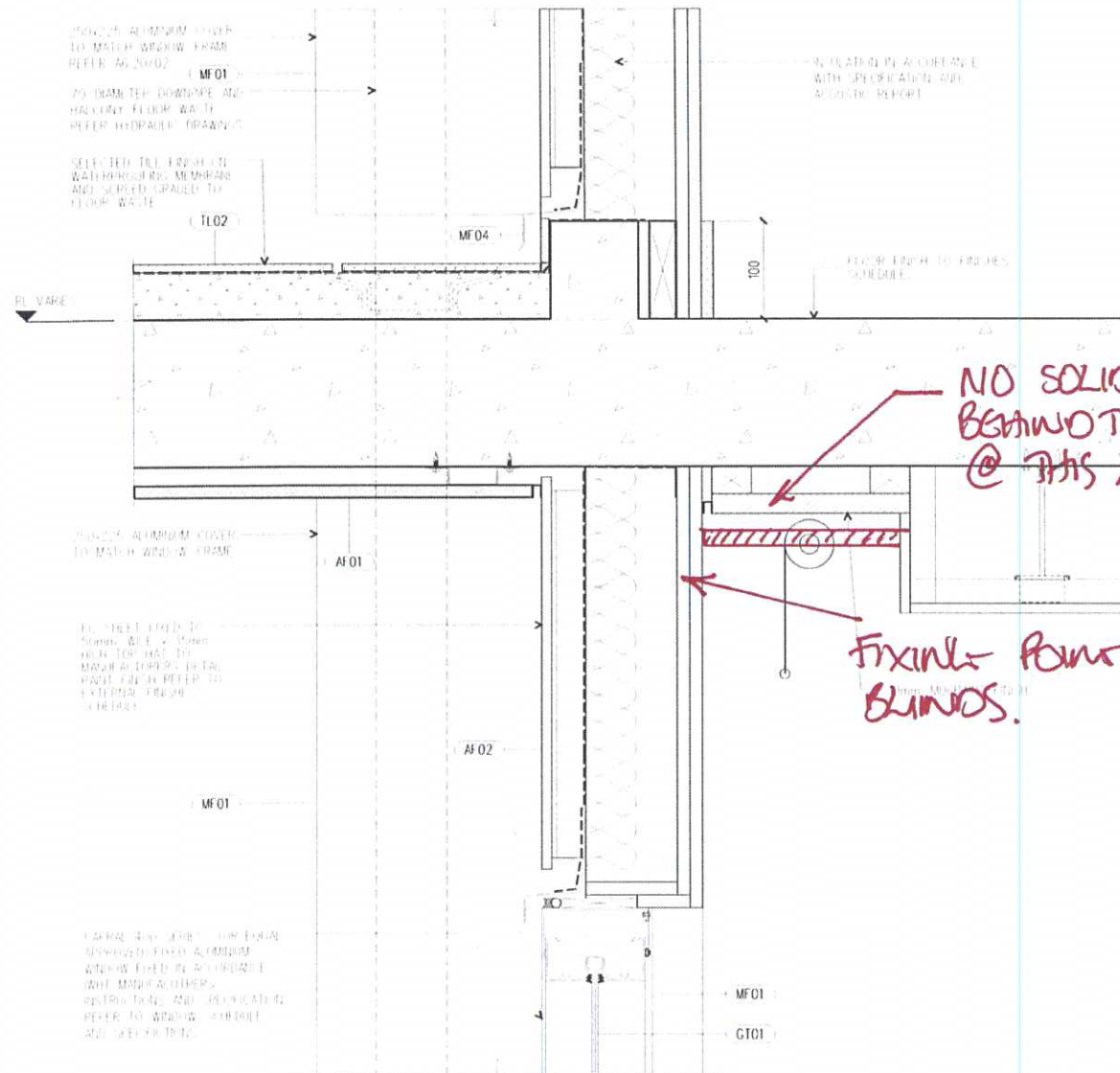
14. Access to the roof

A Member must not, and must ensure that the Occupier of a Member's lot does not:

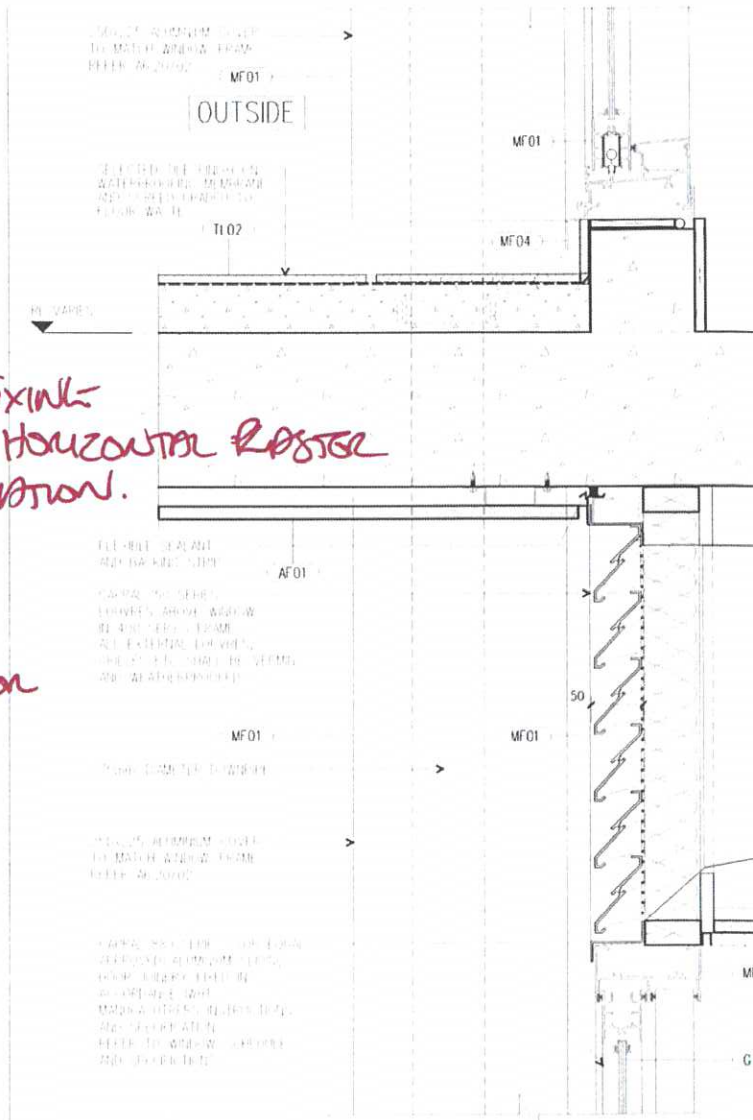
- (a) access or use the roof of the Building without the written consent of the Owners Corporation; and
- (b) prevent or object to any person authorised by the Owners Corporation or Queen Street Property Group Pty Ltd to access the roof of the Building for maintenance purposes.

ANNEXURE A

TYPICAL WINDOW HEAD PLAN – Window furnishings



01 TYPICAL WINDOW HEAD AND HOB DETAIL
A3.10 SCALE 1:5



02 TYPICAL WINDOW HEAD DETAIL
A3.11 SHOWING EXHAUST AND LOUVRES



Carlton 101 Rathdowne Street, Carlton 3053
Mornington G4, 315 Main Street, Mornington 3931
Vermont South 495 Burwood Highway, Vermont South 3133
Gippsland PO Box 429, Bairnsdale 3875

Email admin@ocvmgroup.com.au Phone (03) 9417 9600
ocvmgroup.com.au

11/11/2020

Selena Hon Shian Lau
306/18 Queen St
BLACKBURN VIC 3130

Dear Owners,

We wish to notify all owners that your Annual General Meeting is now due.

Please find attached Notice of Annual General Meeting (AGM) with corresponding documentation:

- Minutes of last AGM
- Financial Report for previous financial period
- Proposed Budget for the new financial period
- Any other accompanying documents

For the best interest of the Owners Corporation, it would be appreciated if you could please make the time to attend the AGM.

Should you wish to appoint a Proxy to attend on your behalf this can be arranged via the form in the Notice of Meeting.

Kind Regards,

OCVM Group

Notice of Annual General Meeting

11/11/2020

Owners Corporations Act 2006 Section 72, Owners Corporations Regulations 2018 and Owners Corporation Rules. This Notice must be given to each Lot Owner 14 days before the meeting.

For: OWNERS CORPORATION PLAN OF SUBDIVISION: - 641017G 18 Queen Street, Blackburn VIC 3130

The Annual General Meeting for the Owners Corporation will be held:

<p>Monday, 30th November 2020</p>	<p>5:00PM</p>	<p><u>VIA ZOOM – VIDEO CONFERENCE</u></p> <p>MEETING ID: 435 039 2139 PASSCODE: 626351</p> <p>To join Zoom Meeting, please visit www.zoom.us/join. You will then be prompted to enter in the meeting ID and Password.</p> <p>LINK: https://ocvmgroup.zoom.us/j/4350392139?pwd=YVFhTysxeDlnTjlvVURRTUxZelhMUT09</p> <p>PHONE: +61 3 7018 2005 Australia</p> <p>To assist in recording attendance, once you enter the meeting please amend your visible username by double clicking on the type to include your “Lot Number” and “Name”.</p> <p>Please also be advised the meeting will be recorded</p>
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In accordance with the Owners Corporations Act note the following agenda:

AGENDA

- 1. Quorum:** Noting of attendances, proxies, apologies and determination of Quorum.
 Noting of lots in Arrears under s94 (1) Eligibility to vote on Ordinary Resolutions.
 - 2. Chairperson:** To appoint a person to chair the meeting.
 - 3. Minutes** To confirm the minutes of the previous Annual General Meeting held on 20/11/2019.
 - 4. Manager’s Report:** To confirm the Managers Report for the period ending 31/08/2020.
- Chairperson Report:** To receive the report from the Chairperson for the period ending 31/08/2020.

OCVM GROUP



RESIDENTIAL



COMMERCIAL



HIGH RISE
MIXED USE



BUSINESS
DEVELOPMENT

STRATA INDUSTRY SPECIALISTS

CARLTON - MORNINGTON - VERMONT SOUTH - GIPPSLAND

5. Financial Statements:

To consider and Resolve by Ordinary Resolution that the financial statements for the period ended 31/08/2020 be tabled and adopted (refer to attachments).

NOTE: Please ensure that any queries in relation to the financial statement are forwarded to our office in writing at least 7 days prior to the day of the meeting.

6. Building Insurances:

Owners are to acknowledge that OCVM Group are authorised under their Insurance Authority to provide factual advice only and that the members are to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters are suited to their individual needs.

CURRENT POLICY DETAILS

Insurer: Strata Insurance	CHU Underwriting Agencies
Policy number:	HU0035301
Building Sum Insured:	\$17,995,672
Loss of Rent:	\$2,699,350
Legal Liability:	\$30,000,000
Fidelity Guarantee:	\$250,000
Office Bearers:	\$5,000,000
Lot Owners Fixtures:	\$250,000
Total Premium:	\$25,589.39
Excess:	\$1,000 (Special excesses apply)
Renewal date:	28/08/2021
Last Valuation date:	06/06/2019

RENEWAL INSTRUCTION

The members to resolve to issue OCVM Group a standing authority to place insurance as and when the insurance premium becomes due for payment at the cover currently held by the Owners Corporation.

Alternatively, the Members to resolve that when the insurance renewal becomes due, the Manager will send the quotations to the Committee/Chairperson for their review and instruction.

VALUATION

The last valuation under s59 for the property for insurance purposes was conducted on 06/06/2019.

OCVM Group advise that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects/engineers fees, demolition, removal of debris, town planning charges, connection of utilities and reinstatement of common services such as drainage.

OCVM Group advises that Best Practice indicates that a Sworn Valuation for Insurance Purposes should be initiated every three (3) years in order to accurately assess and appropriate the building sum insured figure.

The members to resolve whether to proceed with a valuation for insurance purposes.

DISCLOSURE

The owners to confirm that there are no known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy.

INSURANCE EXCESS

The owners to resolve by Ordinary Resolution that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage with reference to s49.2 & s49.3 of the Owners Corporations Act 2006)

In taking out the insurance referred to above, whilst the definition of "Building" in the Act includes:

- a) Any improvements and fixtures forming part of the building; and
- b) Any *shared services*.

IT DOES NOT INCLUDE

- a. Carpet and temporary floor, wall and ceiling coverings; or
- b. Fixtures removable by a lessee at the end of a lease; or
- c. Anything prescribed as not forming part of the building.
- d. Public Liability within your lot.

"*shared services*" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

THEREFORE, PLEASE NOTE THAT, IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT, THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM.

THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT.

YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR TO TAKE OUT ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCE.

As disclosed in our Contract of Appointment, OCVM Group are paid a commission for placing insurance cover for your Owners Corporation. The commission is paid to us by the brokers and underwriters with whom we are associated. The commission remunerates us for processing claims on your behalf and allows us to deal directly with your insurer on your behalf.

7. Budget & Fees:

To review the budget and resolve by Ordinary Resolution to set the fees for the year ending 31/08/2021.

To Resolve by Ordinary Resolution to raise a budget adjustment levy so that the revenue budgeted in this financial year will be collected.

[NOTE: This is the difference between the previous year's quarterly contribution & the new quarterly contributions allowing for rounding differences]

- | | |
|--|---|
| 8. Confirmation/
of Manager | The owners to note that the Owners Corporation is currently in a rolling agreement with the Manager. |
| 9. Committee
and/or
Chairperson | To appoint a Committee and Chairperson in accordance with s98 (1) of the Owners Corporation Act 2006. |

DELEGATIONS OF POWER TO COMMITTEE OR CHAIRPERSON

To Resolve by Ordinary Resolution to Delegate to the Committee (or Chairperson where a Committee has not been elected), of the Owners Corporation all the powers and functions of the Owners Corporation except:

- a) a power or function requiring a special resolution or a unanimous resolution; or
- b) giving notice of an annual general meeting or special general meeting; or
- c) the power to remove a committee or officer of the Owners Corporation; or
- d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or
- e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or
- f) a power delegated by instrument to the manager of the Owners Corporation; or
- g) a power delegated by instrument to the secretary of the Owners Corporation; or
- h) a power delegated by instrument to the grievance committee;

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.

To Resolve by Ordinary Resolution to Delegate the Functions and Duties of the Owners Corporation Secretary to the Manager and to execute a Delegation of Authority in favour of the Manager, which includes the use of the Common Seal and execution by signature in electronic format on Owners Corporation Certificates.

To Resolve by Ordinary Resolution to appoint an employee of OCVM Group as the Public Officer for the Owners Corporation.

**10. Penalty
Interest**

To Resolve by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within twenty eight days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983.

It is to be noted that all interest collected is credited to the Owners Corporation bank account.

To **Resolve by Ordinary Resolution** to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

11. Recovery of Fees, Levies & Costs:

The members acknowledged the **SPECIAL RESOLUTION** already passed by the Owners Corporation at the **2012 Inaugural Meeting**, that authorises the manager, to initiate legal action in the Magistrates Court or any other Court of competent jurisdiction against a Lot owner or Occupier, for recovery as a debt due from the person or persons in default or breach, any outstanding or overdue fees and levies and any costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred in the Magistrates Court by the Owners Corporation, to legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that unit owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

A Fee Reminder Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 7 days after the due date.

A Final Fee Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 28 days after the due date, who have received a contribution reminder notice from the manager.

A Legal/Mercantile Collection Agency referral fee (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners who have received a Final Demand letter from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.

The members acknowledged the **SPECIAL RESOLUTION** already passed by the Owners Corporation at the **2012 Inaugural Meeting**, that authorises any further costs associated with Solicitors, Magistrates Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual lot owners as a debt due to the Owners Corporation.

The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Chairperson of the Owners Corporation for a decision. The Chairperson may share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.

The manager advises that the Fee Reminder Notice charges and the Final Fee Notice charges are paid to the manager to cover the costs incurred by the manager in managing arrears. This duty falls outside the Duties of A Manager as defined by the Owners Corporation Act 2006.

**12. Essential
Service (Fire
Safety)**

All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed.) If Fire Doors are installed they must be kept closed at all times.

The members to resolve to meet their compulsory obligations to test and maintain fire and safety equipment in terms of the Owners Corporation Regulations 2006, and to the Australian Standard nominated on the Owners Corporation permit and occupancy certificate or the standards at the build date.

The mandatory annual certification known as the AESMR must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au

The members to resolve that a specialist Essential Services Company be appointed to act as the Agent for the Owners Corporation for the specific purpose of having authority to sign the annual fire compliance certificate (AESMR).

The last AESMR was dated 16/10/2019 (Linkfire).

As a mandatory obligation the Manager is authorised to affect immediate repairs to meet ongoing compliance and avoid fines and/or Owners Corporation Orders.

**13. Occupational
Health &
Safety**

The members to consider and resolve to meet the Victorian OHS Act 2004.

To meet these statutory obligations the members to resolve to undertake a professional OHS and Risk Assessment audit to identify hazards to enable the manager to effect corrective actions. This OH&S assessment is recommended by the Manager.

Should members resolve not to undertake a formal OH&S audit against the recommendation of the Manager, the members acknowledge that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.

**14. After Hours
Trade
Emergency
Services**

The members to note that the After Hours **Trade Emergency** contact is Tymaline Building Services contactable on 0418 362 023.

This service is for **Trade Related EMERGENCIES** only that fall outside of standard business hours. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant for this service.

The minimum call out fee after hours is \$360.00 plus GST.



Carlton 101 Rathdowne Street, Carlton VIC 3053
Mornington G4, 315 Main Street, Mornington VIC 3931
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Gippsland PO Box 429, Bairnsdale VIC 3875
Email admin@ocvmgroup.com.au **Phone** (03) 9417 9600
www.ocvmgroup.com.au

15. General Business:

Items under this heading are to be submitted to the manager at least 7 days before the meeting so that they can be discussed by the members at the AGM. The General Business Agenda Item is a forum for discussion only and no resolutions of the owner's corporation will be facilitated within this item.

Items not submitted will not be tabled for discussion unless a majority of members present resolve to include the item on the agenda.

You have a right to appoint a person (proxy) to represent you at this meeting

To appoint a proxy you need to complete an 'Owners Corporation Proxy Form' and return it to the Manager before the meeting. If appointing a Power of Attorney as a proxy, please attach a copy of the Power of Attorney

A member must be financial to be eligible to vote. Under new legislation, payments made by any means, other than by cash, on the day of the meeting are not considered to have been paid for the purposes of voting. Section 94 (3)- except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

Details of person giving this Notice

Manager: Bec Vidotto
Email: bec.vidotto@ocvmgroup.com.au
Brand: StrataPrime
Office Branch: Mornington

MANAGER'S REPORT

Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager of the Owners Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation. The report must include details of the professional indemnity insurance held by the manager in compliance with Section 119 (5). Accordingly, OCV Management P/L hereby provides the manager's report of the activities undertaken on behalf of the Owners Corporation during the period, as follows:

- 1) **ANNUAL GENERAL MEETING**
In accordance with Part 4, Sections 71 and 72 of the Owners Corporation Act 2006, issued a notice to the members to attend the Annual General Meeting.
- 2) **GENERAL MAINTENANCE**
 - **Cleaning:** Pressure cleaning, gutters (balcony gutters, lower roof and pits), bin cleaning
 - **Electrical:** Investigate live cables in gas/water meter, various light replacements, issue with glass door at front entrance, circuit and isolation installation.
 - **Fire & Safety:** Investigate live cables in gas/water meter, sealed cable penetrations, create and install evacuation plans, attendance for alarm in Level B1 and fault with FIP
 - **Doors inc. Garage & Gates:** Attend to 2 vehicle doors stuck open
 - **General:** Supply and install sign, reflective tape and 2 long signs, COVID sign printing, new key safe, tile repairs (front entrance)
 - **Lift:** Callout
 - **Plumbing:** Water investigations to U206 and U309, secure pipes clip head above carpark 37, planter box caulking, water tank and storm overflow, various burst pipe repairs, sump pump investigations
 - **Pest Control:** Biannual inspection
- 3) **INSURANCE**
Arranged most competitive insurance cover for the property in accordance with Part 6, Sections 59 and 60 of the Owners Corporation Act 2006.
- 4) **INSURANCE CLAIMS**
Water Damage CL02002017 DOL 25/09/2019
- 5) **PAYMENT OF ACCOUNTS**
Ensured payment of trade operating expenses were processed in a timely fashion.
- 6) **FINANCIAL STATEMENT**
Pursuant to Part 3, Division 2, Section 34 and Part 4, Sections 71 and 72 of the Owners Corporation Act 2006, ensured the annual financial statements were completed in accordance with accounting practice and ATO laws.
- 7) **BREACH OF RULES**
No action required as no individual breached the Model Rules.
- 8) **LEGAL ACTION for RECOVERY OF OVERDUE CONTRIBUTIONS**
No legal debt recovery action was required.
- 9) **REQUESTS TO HAVE INTEREST WAIVED**
No requests were received to have interest waived.
- 10) **VCAT ATTENDANCE**
No disputes were recorded.
- 11) **INSURANCE VALUATION**
The last Valuation for Insurance Purposes was dated 06/06/2019.
- 12) **MANAGERS PROFESSIONAL INDEMNITY INSURANCE**
The Insured:
OCVM Group, OCV Management Pty Ltd, OCV Commercial Pty Ltd, StrataLaunch Pty Ltd, StrataPrime Pty Ltd



Carlton 101 Rathdowne Street, Carlton VIC 3053
Mornington G4, 315 Main Street, Mornington VIC 3931
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Gippsland PO Box 429, Bairnsdale VIC 3875
Email admin@ocvmgroup.com.au **Phone** (03) 9417 9600
www.ocvmgroup.com.au

The Insurer:

Chubb Insurance Australia Ltd ABN 23 001 642 020

Professional Indemnity:

\$10,000,000

2020 Policy Number:

MPI0001078

Expiry: 31st March 2021

Retroactive Date: Without limitation of date.

NOTES TO THE FINANCIAL STATEMENT

Statement of Significant Accounting Policies.

The attached financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Owners Corporations Act 2006. The manager has determined that the Owners Corporation is not a reporting entity.

The financial report has been prepared solely in accordance with the requirements of the Owners Corporations Act 2006 and no other applicable Accounting Standards, Australian Accounting Interpretations or other authoritative pronouncements of the Australian Standards Board have been applied.

The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

The financial report has been prepared on an Accruals Basis with the exception of the following:-

- Utilities and Insurance Expenses – prepared on the date of invoice.
- Income tax – prepared on a cash basis. Income tax is payable on interest income earned by the Owners Corporation in the previous year.



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Vermont South 495 Burwood Highway, Vermont South VIC 3133
Gippsland PO Box 429, Bairnsdale VIC 3875
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

Owners Corporation Proxy Form
OC Address 18 Queen Street, Blackburn VIC 3130

OCPS: 641017G

Schedule 1, Regulation 6, Owners Corporations Regulations 2018

OC 9 (12/07)

Under Regulation 6 of the Owners Corporations Regulations 2018, I/We

Name(s) of Lot Owners

Of (address)

Being the owner(s) of lot(s)

Lot number(s)

Authorize

Name of person

Of (address)

As my/our proxy:

A. ☐ to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorization will be valid, up to a maximum period of 12 months)

OR

☐ to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

☐ to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

☐ I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B. ☐ To represent me/us on the committee of the Owners Corporation

Signed by (member(s) giving proxy)

Printed name(s)

Date

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy."

A proxy must be a named person and cannot be a Corporation. If the member is a Company, Family Trust, etc, the Director must supply the Manager with a completed Proxy in the Director's name.

To authorize a proxy you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorization at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners Corporations' must keep the copy of the Proxy authorisation for 12 months.



Committee Nomination

Owners Corporations Act 2006 Section 103, Owners Corporations Regulations 2018 and Owners Corporation Rules OC 20 (12/07)

If you wish to nominate to be on the committee please fill out this form and return it to the manager prior to the Annual General Meeting.

- A member of the committee must be a Lot Owner or be authorised by a Lot Owner (hold a proxy) to act on their behalf.
- A person is not eligible to be elected as a committee member if they are in arrears for any fees or other amounts are owed to the Owners Corporation.

To: The Owners Corporation

Name and Plan Number of Owners Corporation

From: Details of person nominating to be elected as a committee member

Name

Address

Postal address (if different from above)

Telephone number

Email address (if applicable)

I am a: (tick applicable box)

☐ A Lot Owner of lot number(s)

☐ A proxy holder of the Lot Owner(s) to act on their behalf for lot number(s)

I wish to nominate as a candidate for election as a committee member. Outlined below is a summary of the skills and knowledge I can bring to the committee

Signature

Date

Please Lodge this form with the Owners Corporation. Manager 7 (seven) days Prior to the Annual General Meeting as the Committee will be determined at the meeting.



ABN: 37 167 339 031 BLA REGISTRATION: 000454 & 000839
HEAD OFFICE: 101 Rathdowne Street, Carlton
POSTAL ADDRESS: PO BOX 302, CARLTON SOUTH, VIC. 3053
P: 03 9417 9680 F: 03 9417 9699
E: admin@strataprimel.com.au

27 November 2019

INTERIM MINUTES OF THE ANNUAL GENERAL MEETING

NOTE: An interim resolution becomes a resolution of the Owners Corporation on the day that is 29 days after the day the interim resolution was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.

OWNERS CORPORATION PLAN OF SUBDIVISION: 641017G PROPERTY ADDRESS: 18 QUEEN STREET, BLACKBURN

DATE, PLACE AND TIME OF MEETING:	An Annual General Meeting of Owners Corporation Plan of Subdivision: 641017G was held on Wednesday 20 th November 2019 at the StrataPrime Boardroom situated at 495 Burwood Highway, Vermont South. The meeting commenced at 5.00PM
PRESENT:	Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa (present via conference call) Lot 207 Phillip and Janet Barralet Lot 215 David King
PRESENT BY PROXY:	Nil
APOLOGIES:	Nil
IN ATTENDANCE:	Helen Megas and Jordan Powell representing StrataPrime Pty Ltd, the Manager of the Owners Corporation.
ARREARS	The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.
1. QUORUM:	The Manager confirmed that as 6 attendees out of a total of 50 owners were represented either in person or by proxy that a quorum was not reached. Accordingly all decisions made at this meeting become interim resolutions of the Owners Corporation which are subject to confirmation within 29 days of the meeting providing members whose lot entitlement totals at least 25% of all lot entitlements do not petition for the convening of a further meeting
2. MEETING CHAIRPERSON:	Helen Megas was appointed to chair the meeting.
3. MINUTES:	The members resolved that the minutes of the last Annual General Meeting of the Owners Corporation held on 26/11/2018, as attached to the notice of this meeting, be confirmed as a true record and account of the proceedings at that meeting.



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	<p>a) Any improvements and fixtures forming part of the building; and b) Any <i>shared services</i>.</p> <p>IT DOES NOT INCLUDE</p> <p>a. Carpet and temporary floor, wall and ceiling coverings; or b. Fixtures removable by a lessee at the end of a lease; or c. Anything prescribed as not forming part of the building. d. Public Liability within your lot.</p> <p>"shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.</p> <p>THEREFORE, PLEASE NOTE THAT, IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT, THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM.</p> <p><u>THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT.</u></p> <p>YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR TO TAKE OUT ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCE</p> <p>The members noted that StrataPrime, as disclosed in the management agreement, is paid a commission of 20% of the base premium by the broker/underwriter for placing insurance cover for your Owners Corporation.</p>
7. ANNUAL BUDGET:	<p>The members resolved to accept the projection of estimated receipts and payments (Annual Budget of \$165,244.52 inc GST) as attached to the Notice of Meeting.</p> <p>This was made up of \$125,284.51 in the Administration Fund & \$39,960.01 in the Maintenance Fund</p>
CONTRIBUTIONS:	<p>The meeting resolved by ordinary resolution:</p> <p>a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.</p> <p>b. that the contributions be paid in advance in quarterly instalments; the first such instalment being due on 01/09/2019, and subsequent instalments falling due on 01/12/2019, 01/03/2020, 01/06/2020.</p> <p>c. that a Budget Contribution adjustment would be raised for 2 quarters to ensure that the Revenue contemplated in the adopted budget was collected in the financial year.</p> <p>[NOTE: This is the difference between the previous year's quarterly contribution & the new quarterly contributions allowing for rounding differences]</p>



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8. CONFIRMATION OF MANAGER:	<p>In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 it was noted by the members that StrataPrime were in year 1 of a rolled Contract of Appointment. The Manager confirmed a new proposal would be circulated to the Committee for review in due course.</p> <p>It was Resolved that the Owners Corporations delegate to the Manager all of the Powers and functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.</p>
MANAGEMENT FEE:	<p>The management fee for the building financial year was set at \$14,473.01 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.</p>
9. COMMITTEE	<p>The members resolved to appoint a committee. (part 5 Section 100(2) makes it compulsory to elect a committee only if the Owners Corporation consists of 13 or more members.)</p> <p>Nomination for committee were received for: Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa Lot 207 Phillip and Janet Barralet Lot 215 David King</p> <p>There being no further nominations the Chairperson declared the committee elected. The committee consist of: Lot 8 Diane Casbolt Lot 108 Dmitri Kononov Lot 110 David Ian Stones Lot 113 Michele Prusa Lot 207 Phillip and Janet Barralet Lot 215 David King</p> <p>DELEGATION OF AUTHORITY TO THE COMMITTEE The members Resolved to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation <u>except</u>:</p> <ul style="list-style-type: none"> a) a power or function requiring a special resolution or a unanimous resolution; or b) giving notice of an annual general meeting or special general meeting; or c) the power to remove a committee or officer of the Owners Corporation; or d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or f) a power delegated by instrument to the manager of the Owners Corporation; or g) a power delegated by instrument to the secretary of the Owners Corporation; or h) a power delegated by instrument to the grievance committee;



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	<p>Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.</p> <p>This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.</p>
CHAIRPERSON	The members resolved to appoint Dmitri Kononov as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006.
SECRETARY	It was resolved to delegate the functions and duties of Secretary of the Owners Corporation to StrataPrime and to execute a Delegation of Authority if called upon to do so. This Delegation includes the responsibility to Affix the Common Seal to OC Certificates to StrataPrime. The OC Certificate is permitted to be affixed in Electronic Format and the document witnessed by StrataPrime using an electronically generated signature.
PUBLIC OFFICER	The members resolved by Ordinary Resolution to appoint an employee of StrataPrime to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.
10. PENALTY INTEREST:	<p>The meeting Resolve by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within twenty eight days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983.</p> <p>The meeting resolved to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.</p>
11. LEGAL ACTION FOR THE RECOVERY OF FEES, LEVIES COSTS & CHARGES:	<p>The members acknowledged the SPECIAL RESOLUTION already passed by the Owners Corporation at the 2012 Inaugural Meeting, that authorises the manager, to initiate legal action in the Magistrates Court or any other court of competent jurisdiction, to recover, as a debt due from the person or persons in default or breach, the fees, levies and costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 and Regulations or the Rules of the Owners Corporation.</p> <p>A unit owner or occupier shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that unit owner to the Owners Corporation, or in relation to rectifying a default or</p>

	<p>breach of the Owners Corporations Act 2006, Regulations or Rules of the Owners Corporation.</p> <p>A Fee Reminder Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 7 days after the due date.</p> <p>A Final Fee Notice cost (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners in arrears more than 28 days after the due date, who have received a Fee Reminder notice from the manager.</p> <p>A Legal/Mercantile Collection Agency referral fee (as detailed in Schedule of Fees accompanying the Contract of Appointment) is to be charged to owners who have received a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.</p> <p>The members acknowledged the SPECIAL RESOLUTION already passed by the Owners Corporation at the 2012 Inaugural Meeting, that authorises any further costs associated with Solicitors, Magistrates Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual lot owners as a debt due to the Owners Corporation.</p> <p>The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Chairperson of the Owners Corporation for a decision. The Chairperson may share the information with the committee in order to achieve a satisfactory outcome for the Owners Corporation.</p> <p>The owners acknowledged that the Fee Reminder Notice charges, the Final Fee Notice charges and the Legal Referral Fees are paid to the manager to cover the costs incurred by the manager in managing arrears. This duty falls outside the Duties of A Manager as defined by the Owners Corporations Act 2006.</p>
<p>12. ESSENTIAL SERVICE (FIRE SAFETY)</p>	<p>All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed.) If Fire Doors are installed they must be kept closed at all times.</p> <p>The members resolved to meet their compulsory obligations to test and maintain fire and safety equipment in terms of the Building Regulations 2006, and to the Australian Standard nominated on the building permit and occupancy certificate or the standards at the build date.</p> <p>The mandatory annual certification known as the AESMR must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au</p>

	<p>The members resolved that Linkfire be appointed to act as the Agent for Owners Corporation Strata Plan 641017G for the specific purpose of having authority to sign the annual fire compliance certificate (AESMR).</p> <p>The last AESMR was dated 16/10/2019. It was noted that whilst it was non-compliant due to outstanding penetrations, the work order to complete these works had been issued. The members queried what would be the cost of the re-issuing of the AESMR once the works had been completed and compliance achieved, and also check with the Insurer the implications of having a non-compliant AESMR, but having issued a work order to the contractor and where the liability would fall should an incident occur.</p> <p>As a mandatory obligation, the manager is authorized to affect immediate repairs to meet ongoing compliance and avoid fines and/or building orders.</p>
13. OCCUPATIONAL HEALTH & SAFETY	<p>The members resolved NOT to undertake an audit, the Chairperson/Committee MUST complete, as a minimum, on an annual basis, the StrataPrime Property Risk Profile report identifying any safety breaches or risks at the property and further, to advise StrataPrime immediately when any risk is identified by the owners.</p> <p>The manager will forward the StrataPrime Property Risk Profile checklist to the Chairperson/Committee for completion and return.</p> <p>It was agreed a quote would also be sourced for a formal OHS report, for the committee to consider once outstanding defects had been attended to.</p>
14. AFTER HOURS TRADE EMERGENCY SERVICES	<p>The members noted that the After Hours Trade Emergency contact is Tymaline Building Services contactable on 0418 362 023.</p> <p>This service is for Trade Related EMERGENCIES only. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the <u>Lot Owner or Occupant</u> for this service.</p> <p>The minimum call out fee after hours is \$360.00 plus GST.</p>
15. EMERGENCY MAINTENANCE	<p>THRESHOLD FOR EMERGENCY MAINTENANCE</p> <p>The members resolved by Ordinary Resolution that StrataPrime were authorised to expend up to \$3,000 on emergency maintenance on the property without referral to the members or committee.</p>
16. GENERAL BUSINESS:	<p>a) COMMON PROPERTY DEFECTS</p> <p>The Manager advised there are common property defects affecting two private Lots and both seem to be related façade cracks. The Manager advised that the Owners Corporations insurer was managing one and the Owners Corporation contractor had been engaged to rectify the other one. The Manager confirmed the Committee would continue to be kept up to date with the progress of these two defects.</p> <p>It was confirmed that the original Builder, Verve Constructions, had recently gone into liquidation. This means that there is no legal recourse for any common or private property</p>

	<p>defects that have been identified. The Members noted that that any costs to rectify would have to be worn by the Owners Corporation moving forward.</p> <p>b) GARDEN AT REAR OF COMPLEX The Members discussed Misha's proposed plan for the green-scaping of the area at the back of the building. It was noted that the proposal included low/no maintenance drought tolerant plants, which are in line with the front gardens style.</p> <p>The members discussed this and ultimately agreed that this project was not a priority at this time. It was agreed this would be revisited at a later date by the Committee.</p> <p>c) PUMP MAINTENANCE Dmriti queried the recent quote for the stormwater pump repairs sent to the Committee. It was agreed that the scope needs further investigation to confirm that the contractor is quoting correctly. It was agreed the Manager would source an alternate quote for pump maintenance moving forward given ongoing issues with the current contractor.</p> <p>d) 17-21 QUEEN STREET – CAFÉ Diane presented a letter she received from Whitehorse City Council regarding the Café across the road. David confirmed that the cafe was included as part of the planning and building plans for the development situated at 17-21 Queen Street. It was noted any member not in agreement with this should submit their objections in response to the planning permit directly.</p> <p>e) PARKING ON QUEEN STREET The Members discussed the ongoing issue with street parking as a result of the various complexes being built in the area. It was requested that the Manager write to the council to report the danger when exiting the property due to low visibility due to the volume of parked cars, the damage being caused to surrounding cars due to the traffic, and request additional sections of the road can be marked as no standing zones. It was also requested that when the Manager writes to the council, it should also be requested that they be asked to check the stormwater drains on Queen Street which overflow during heavy rains.</p>
17. CLOSURE	There being no further business to discuss, the meeting closed at 6.12PM.



Owners Corporation Number:	641017G
Property	18 Queen Street, Blackburn VIC 3130
Financial Year	01-Sep-19 to 31-Aug-20
GST Registered	YES Aggregate 1965
Tax Return	NO Lols 50
Audit Required	NO
ABN	YES
Investment or Term Deposit	NO
Keys Kept in Key Register?	YES

FINANCIAL STATEMENT

For Owners Corporation Plan: 641017G

ASSETS	ADMIN	SPECIAL LEVY	MAINTENANCE	TOTAL
Cash At Bank	\$ 18,045.90	\$ -	\$ 94,796.98	\$ 112,842.88
GST Unpaid	\$ 148.73	\$ -	\$ -	\$ 148.73
GST Paid	\$ 4,563.32	\$ -	\$ -	\$ 4,563.32
Levies Receivable	\$ 9.85	\$ -	\$ 52.57	\$ 62.42
TOTAL ASSETS	\$ 22,767.80	\$ -	\$ 94,849.55	\$ 117,617.35

LIABILITIES	ADMIN	SPECIAL LEVY	MAINTENANCE	TOTAL
Fees Paid In Advance	\$ 18,760.93	\$ -	\$ 5,978.71	\$ 24,739.64
BAS Clearing Account	\$ 0.49	\$ -	\$ -	\$ 0.49
GST Collected	\$ 1,814.99	\$ -	\$ 660.14	\$ 2,475.13
GST Uncollected	\$ 1,479.73	\$ -	\$ 617.70	\$ 2,097.43
Accounts Payable	\$ 1,635.99	\$ -	\$ -	\$ 1,635.99
TOTAL LIABILITIES	\$ 20,732.67	\$ -	\$ 6,021.15	\$ 26,753.82

NET ASSETS	\$ 2,035.13	\$ -	\$ 88,828.40	\$ 90,863.53
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OWNERS FUNDS	ADMIN	SPECIAL LEVY	MAINTENANCE	TOTAL
Opening Balance Brought Forward	\$ 9,844.13	\$ -	\$ 51,343.37	\$ 60,987.50
Prior Year Adjustment	\$ -	\$ -	\$ -	\$ -
Surplus/Deficit for period	\$ 7,056.60	\$ -	\$ 36,932.63	\$ 29,876.03
Transfer of Funds	\$ 552.40	\$ -	\$ 552.40	\$ -
Closing Balance	\$ 2,035.13	\$ -	\$ 88,828.40	\$ 90,863.53
TOTAL OWNERS FUNDS	\$ 2,035.13	\$ -	\$ 88,828.40	\$ 90,863.53

INCOME STATEMENT

	ADMIN	SPECIAL LEVY	MAINTENANCE	TOTAL
Contribution Income	\$ 119,698.63	\$ -	\$ 24,615.58	\$ 144,314.21
Contribution Adjustment from AGM	\$ 36.15	\$ -	\$ 12,296.58	\$ 12,332.73
Interest on Overdue Contributions	\$ 77.29	\$ -	\$ 20.45	\$ 97.74
TOTAL INCOME	\$ 119,812.07	\$ -	\$ 36,932.61	\$ 156,744.68

Proposed Annual Budget

Owners Corporation Number:	641017G	Aggregate	1965
Property	18 Queen Street, Blackburn VIC 3130	Lots	50
Expenditure Forecast for the period	01-Sep-20	to	31-Aug-21

EXPENSE STATEMENT

ADMINISTRATIVE FUND	Proposed 2020/21 Budget INC GST	Proposed 2020/21 Budget EX GST	Proposed Increase on Last Years Budget	Approved 2019/20 Budget EX GST	Variance Actual - Approved Budget	Actual to 31/08/2020 EX GST (OC registered for GST Nov 2019)
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10 Caretaking, Gardening & Cleaning

10-100	Caretaking Services	\$ 11,500.01	\$ 10,454.55	\$ -	\$ 10,454.55	\$ 101.09	\$ 10,353.46
10-150	Cleaning - General	\$ 935.00	\$ 850.00	\$ 485.36	\$ 363.64	\$ 456.36	\$ 820.00
10-151	Cleaning - Carpet inc Steam Cleaning	\$ 880.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -
10-153	Cleaning - Gutters	\$ 3,000.00	\$ 2,727.27	\$ -	\$ 2,727.27	\$ 394.27	\$ 2,333.00
	Caretaking, Gardening & Cleaning Total	\$ 16,315.00	\$ 14,831.82	\$ 485.36	\$ 14,345.46	\$ 639.00	\$ 13,508.46

11 Common Area Costs

11-100	Common Electricity	\$ 10,780.00	\$ 9,800.00	\$ 981.82	\$ 8,818.18	\$ 830.92	\$ 9,649.10
11-150	Common Gas	\$ 1,500.00	\$ 1,363.64	\$ -	\$ 1,363.64	\$ 479.22	\$ 884.42
11-200	Common Water	\$ 4,000.00	\$ 3,636.36	\$ 454.55	\$ 4,090.91	\$ 682.89	\$ 3,408.02
11-300	Telephone & Communications (Lift/Fire Panel, Conference Calls)	\$ 1,500.00	\$ 1,363.64	\$ -	\$ 1,363.64	\$ 98.46	\$ 1,265.18
	Common Area Costs Total	\$ 17,780.00	\$ 16,163.64	\$ 527.27	\$ 15,636.37	\$ 429.65	\$ 15,206.72

12 Compliance Costs

12-125	ABN Registration/DeRegistration	\$ -	\$ -	\$ -	\$ -	\$ 147.27	\$ 147.27
12-300	BAS Preparation & Lodgement - (Internal charge - lodged quarterly)	\$ 1,220.00	\$ 1,109.09	\$ 1,109.09	\$ -	\$ 831.81	\$ 831.81
12-351	Annual Electronic Common Seal	\$ 27.00	\$ 24.55	\$ 0.00	\$ 24.55	\$ 0.65	\$ 25.20
12-450	Annual Public Officer Fees	\$ 162.00	\$ 147.27	\$ -	\$ 147.27	\$ 3.66	\$ 150.93
12-500	Annual Strata Software Compliance	\$ 700.00	\$ 636.36	\$ -	\$ 636.36	\$ 15.94	\$ 652.30
12-550	Annual Trades Contractor Compliance	\$ 650.00	\$ 590.91	\$ -	\$ 590.91	\$ 14.80	\$ 605.71
	Compliance Costs Total	\$ 2,758.99	\$ 2,508.18	\$ 1,109.09	\$ 1,389.09	\$ 1,014.13	\$ 2,413.22

13 Contracts Maintenance & Other

13-350	Contract - Fire Panel Monitoring Services	\$ 1,822.70	\$ 1,657.00	\$ 207.00	\$ 1,450.00	\$ 668.83	\$ 2,318.83
13-400	Contract - Fire Protection & Essential Services	\$ 6,886.00	\$ 6,260.00	\$ 569.09	\$ 5,690.91	\$ 839.41	\$ 4,851.50
13-425	Contract - Garage Door & Gates	\$ 1,078.00	\$ 980.00	\$ 70.91	\$ 909.09	\$ 50.91	\$ 960.00
13-525	Contract - Pump Systems (Bi - annual)	\$ 1,540.00	\$ 1,400.00	\$ 140.00	\$ 1,260.00	\$ 63.00	\$ 1,323.00
13-530	Contract - Back Flow Testing (Last comp Aug 20 - paid in current FY)	\$ 319.00	\$ 290.00	\$ -	\$ 290.00	\$ 290.00	\$ -
13-575	Contract - Roof Anchors (Annual)	\$ 495.00	\$ 450.00	\$ 100.00	\$ 350.00	\$ 73.50	\$ 423.50
13-700	Contract - Waste Management - Non Council	\$ 7,480.00	\$ 6,800.00	\$ 200.00	\$ 6,600.00	\$ 110.00	\$ 6,710.00
	Contracts - Maintenance & Other Total	\$ 19,620.70	\$ 17,837.00	\$ 3,758.45	\$ 21,595.45	\$ 45.42	\$ 21,640.87

14 Financial Services

14-100	Annual Account Maintenance Charges	\$ 162.00	\$ 147.27	\$ -	\$ 147.27	\$ 3.66	\$ 150.93
	Financial Services Total	\$ 162.00	\$ 147.27	\$ -	\$ 147.27	\$ 3.66	\$ 150.93

15 Insurance

15-100	Insurance Claims/Excess	\$ -	\$ -	\$ -	\$ -	\$ 1,209.09	\$ 1,209.09
15-200	Insurance Premiums	\$ 30,965.00	\$ 26,150.00	\$ 4,513.64	\$ 23,636.36	\$ 182.29	\$ 23,454.07
	Insurance Total	\$ 30,965.00	\$ 26,150.00	\$ 4,513.64	\$ 23,636.36	\$ 1,026.80	\$ 24,663.16

16 Management Services

16-100	Additional Charges/Schedule 2.2 fees	\$ 1,000.00	\$ 909.09	\$ -	\$ 909.09	\$ 195.46	\$ 713.63
16-200	Debt Collection Costs	\$ -	\$ -	\$ -	\$ -	\$ 459.97	\$ 459.97
16-250	Disbursements Clause 2.3 C	\$ 3,937.50	\$ 3,579.55	\$ 0.00	\$ 3,579.55	\$ 139.19	\$ 3,718.74
16-400	Management Fees	\$ 15,195.66	\$ 13,815.14	\$ 657.86	\$ 13,157.28	\$ 365.51	\$ 13,522.79
16-600	Work Orders	\$ 1,320.00	\$ 1,200.00	\$ 290.91	\$ 909.09	\$ 406.80	\$ 1,315.89
	Management Services Total	\$ 21,454.15	\$ 19,503.78	\$ 948.77	\$ 18,555.01	\$ 1,176.01	\$ 19,731.02

17 Repairs and Maintenance

17-200	R&M Electrical	\$ -	\$ -	\$ -	\$ -	\$ 3,311.00	\$ 3,311.00
17-275	R&M Fire & Safety	\$ 1,000.00	\$ 909.09	\$ 2,272.73	\$ 3,181.82	\$ 1,655.43	\$ 4,837.25
17-350	R&M Doors inc Garage/Gate/Fire	\$ -	\$ -	\$ -	\$ -	\$ 3,001.99	\$ 3,001.99
17-400	R&M General	\$ 30,800.00	\$ 28,000.00	\$ 14,363.64	\$ 13,636.36	\$ 12,345.91	\$ 1,290.45
17-550	R&M Lift - non contracted item	\$ -	\$ -	\$ -	\$ -	\$ 535.00	\$ 535.00
17-600	R&M Lighting	\$ -	\$ -	\$ -	\$ -	\$ 53.00	\$ 53.00
17-700	R&M Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 7,586.10	\$ 7,586.10
17-750	R&M Roof, Gutters & Downpipes	\$ -	\$ -	\$ -	\$ -	\$ 305.00	\$ 305.00
17-850	R&M Pumps	\$ -	\$ -	\$ -	\$ -	\$ 6,862.00	\$ 6,862.00
	Repairs & Maintenance Total	\$ 31,800.00	\$ 28,909.09	\$ 12,090.91	\$ 16,818.18	\$ 10,963.61	\$ 27,781.79

19 Other Expenses

19-200	Expenses General	\$ -	\$ -	\$ -	\$ -	\$ 37.63	\$ 37.63
19-300	Keys/Swipes/Remotes - Security & Other	\$ 400.00	\$ 363.64	\$ -	\$ 363.64	\$ 60.35	\$ 303.29
19-310	Annual Keys/Swipes/Remotes - Mgmt & Storage	\$ 90.00	\$ 81.82	\$ -	\$ 81.82	\$ 2.06	\$ 83.88
19-500	Pest Control	\$ 1,408.00	\$ 1,280.00	\$ 40.00	\$ 1,240.00	\$ 31.00	\$ 1,271.00
19-575	Annual Records Archive & Storage	\$ 84.00	\$ 76.36	\$ -	\$ 76.36	\$ 1.88	\$ 78.24
	Other Expenses - Total	\$ 1,982.00	\$ 1,801.82	\$ 40.00	\$ 1,761.82	\$ 12.22	\$ 1,774.04

20 Other

20-700	BAS Clearing Account	\$ -	\$ -	\$ -	\$ -	\$ 0.46	\$ 0.46
20-200	Reserve/Contingency/Deficit Adjustment	\$ 7,762.26	\$ 7,056.60	\$ 7,056.60	\$ -	\$ -	\$ -
	Other - Total	\$ 7,762.26	\$ 7,056.60	\$ 7,056.60	\$ -	\$ 0.46	\$ 0.46

GST Included in Fees \$ 13,690.92 \$ 4,303.63

TOTAL ADMINISTRATION BUDGET \$ 150,600.12 \$ 136,909.20 \$ 113,895.01 \$ 126,868.67

ADMINISTRATION DEFICIT FOR LAST FINANCIAL YEAR -\$ 7,056.60

120/170	MAINTENANCE FUND	Proposed 2020/21 Budget INC GST	Proposed 2020/21 Budget EX GST	Proposed Increase on Last Years Budget	Approved 2019/20 Budget EX GST	Variance Actual - Approved Budget	Actual to 31/08/2020 EX GST (OC registered for GST Nov 2019)
20-700	BAS Clearing Account	\$ -	\$ -	\$ 0.00	\$ -	\$ -0.02	\$ 0.02

170.980	MF- Projection General - Unallocated (10 Yr Maintenance Plan - ROSCON)	\$	40,719.25	\$	37,017.50	\$690.22	\$	36,327.28	-36,327.28	\$	-
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GST Included in Fees \$ 3,701.75

TOTAL MAINTENANCE BUDGET \$ 40,719.25 \$ 37,017.50 \$ 36,327.28 -\$ 0.02

MAINTENANCE SURPLUS FOR LAST FINANCIAL YEAR \$ 36,932.63

This proposed budget is merely our estimate of the service costs required to maintain your property in good condition. It is presented for the consideration of the members and may be completely disregarded, amended or adopted as presented.

Annual Fee Schedule

Lot No.	Lot Liability	Annually	Quarterly
Lot 1	37	\$ 3,602.45	\$ 900.61
Lot 2	50	\$ 4,868.18	\$ 1,217.04
Lot 3	38	\$ 3,699.81	\$ 924.95
Lot 4	36	\$ 3,505.09	\$ 876.27
Lot 5	36	\$ 3,505.09	\$ 876.27
Lot 6	38	\$ 3,699.81	\$ 924.95
Lot 7	50	\$ 4,868.18	\$ 1,217.04
Lot 8	36	\$ 3,505.09	\$ 876.27
Lot 101	49	\$ 4,770.81	\$ 1,192.70
Lot 102	36	\$ 3,505.09	\$ 876.27
Lot 103	36	\$ 3,505.09	\$ 876.27
Lot 104	36	\$ 3,505.09	\$ 876.27
Lot 105	37	\$ 3,602.45	\$ 900.61
Lot 106	50	\$ 4,868.18	\$ 1,217.04
Lot 107	36	\$ 3,505.09	\$ 876.27
Lot 108	36	\$ 3,505.09	\$ 876.27
Lot 109	37	\$ 3,602.45	\$ 900.61
Lot 110	35	\$ 3,407.72	\$ 851.93
Lot 111	36	\$ 3,505.09	\$ 876.27
Lot 112	49	\$ 4,770.81	\$ 1,192.70
Lot 113	36	\$ 3,505.09	\$ 876.27
Lot 114	36	\$ 3,505.09	\$ 876.27
Lot 115	36	\$ 3,505.09	\$ 876.27
Lot 201	50	\$ 4,868.18	\$ 1,217.04
Lot 202	36	\$ 3,505.09	\$ 876.27
Lot 203	36	\$ 3,505.09	\$ 876.27
Lot 204	36	\$ 3,505.09	\$ 876.27
Lot 205	38	\$ 3,699.81	\$ 924.95
Lot 206	50	\$ 4,868.18	\$ 1,217.04
Lot 207	37	\$ 3,602.45	\$ 900.61
Lot 208	37	\$ 3,602.45	\$ 900.61
Lot 209	38	\$ 3,699.81	\$ 924.95
Lot 210	36	\$ 3,505.09	\$ 876.27
Lot 211	36	\$ 3,505.09	\$ 876.27
Lot 212	49	\$ 4,770.81	\$ 1,192.70
Lot 213	36	\$ 3,505.09	\$ 876.27
Lot 214	36	\$ 3,505.09	\$ 876.27
Lot 215	36	\$ 3,505.09	\$ 876.27
Lot 301	38	\$ 3,699.81	\$ 924.95
Lot 302	37	\$ 3,602.45	\$ 900.61
Lot 303	37	\$ 3,602.45	\$ 900.61
Lot 304	37	\$ 3,602.45	\$ 900.61
Lot 305	39	\$ 3,797.18	\$ 949.29
Lot 306	38	\$ 3,699.81	\$ 924.95
Lot 307	38	\$ 3,699.81	\$ 924.95
Lot 308	37	\$ 3,602.45	\$ 900.61
Lot 309	37	\$ 3,602.45	\$ 900.61
Lot 310	50	\$ 4,868.18	\$ 1,217.04
Lot 311	51	\$ 4,965.54	\$ 1,241.39
Lot 312	37	\$ 3,602.45	\$ 900.61
TOTAL	1965	\$ 191,319.37	\$ 47,829.84

NOTES:

FIXED DISBURSEMENT CHARGE \$78.75 per lot per annum
This covers all costs associated with stationary, phone calls, emails, photocopying and postage.

STRATA SOFTWARE COMPLIANCE \$14.00 per lot
This is a charge invoiced annually by our software supplier on a per lot basis for ensuring that the compliance matters pertaining to accounting practices and other related matters required under the act are regularly updated.
SP has purchased the software and each lot that is entered onto our system is then charged an annual software compliance fee.

ACCOUNT MAINTENANCE COSTS \$162.00 per annum
SP has opened a separate bank account in the name of the Owners Corporation with Macquarie Bank to comply with the Financial Services Reform Act.
Your bank account is reconciled monthly by our qualified accounting staff.
A separate bank statement is generated monthly using our online login. As a result of our extensive business with Macquarie Bank, the additional payment methods we have negotiated, do not attract additional fees to individual owners or to the Owners Corporation.

TRADES COMPLIANCE COSTS \$130.00 per building minimum costs
In order to fulfil the owners corporations duty of care to the public our duty of care to you each and every contractor attending your site **MUST** be qualified for currency of licenses, registration for ABN's and currency of public liability insurance. Every contractor is qualified annually by and this is charged at \$130.00 minimum or \$13.00 per lot per annum on larger buildings.

NOTES TO THE FINANCIAL STATEMENT**Statement of Significant Accounting Policies**

The attached financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Owners Corporations Act 2006. The manager has determined that the Owners Corporation is not a reporting entity.

The financial report has been prepared solely in accordance with the requirements of the Owners Corporations Act 2006 and no other applicable Accounting Standards, Australian Accounting Interpretations or other authoritative pronouncements of the Australian Standards Board have been applied.

The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

The financial report has been prepared on an Accruals Basis with the exception of the following:-

- Utilities and Insurance Expenses – prepared on the date of invoice.
- Income tax – prepared on a cash basis. Income tax is payable on interest income earned by the Owners Corporation in the previous year.

Return undelivered mail to:
GPO Box 9898
in your capital city



028 R 28
583261615

Selena Hon Shian Lau
UNIT 306 18 QUEEN ST
BLACKBURN VIC 3130



Land Tax Clearance Certificate

Land Tax Act 2005



EASTERN BRIDGE

Your Reference:	LD:42084949-017-4.10221
Certificate No:	40292495
Issue Date:	29 OCT 2020
Enquiries:	ESYSPROD

Land Address: UNIT 306, 18 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40191186	306	641017	11374	753	\$0.00

Vendor: SELENA LAU
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SELENA HON SHIAN LAU	2020	\$59,000	\$0.00	\$0.00	\$0.00

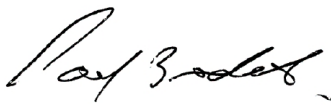
Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$320,000
SITE VALUE:	\$59,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 40292495

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$59,000

Calculated as \$0 plus (\$59,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40292495

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 40292495

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax