

Contract of Sale of Land

Property:

Unit 42, 14 Sandpiper Place, Frankston VIC 3199



nest legal

Nest Legal
397 High Street
NORTHCOTE VIC 3070
Tel: 03 9486 5269
Fax: 03 7000 5002
PO Box 563, Northcote VIC 3070
Ref: AC:204660

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Raymond John Allen

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Frankston
Address: 474 Nepean Highway, Frankston VIC 3199
Email: frankston@obrienrealestate.com.au
Tel: 03 9781 6666 Mob: Fax: Ref: Paul Phillips

Vendor

Name: Raymond John Allen

Vendor's legal practitioner

Name: Nest Legal
Address: 397 High Street, Northcote VIC 3070
PO Box 563, Northcote VIC 3070
Email: clerk@nestlegal.com.au
Tel: 03 9486 5269 Mob: Fax: 03 7000 5002 Ref: 204660

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10371 Folio 727	42	PS409045Y

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 42, 14 Sandpiper Place, Frankston VIC 3199

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

All fixed floor coverings, window furnishings, electric light fittings, bed, small table and chairs as inspected.

Payment

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

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

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

- 13.10 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*.
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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 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through 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:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

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

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

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

this day of 2020

SIGNED by the said

)
)
)

Print Name:

.....

.....
Director (Sign)

in the presence of:

)
)
)

Witness:

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser/s
From: Raymond John Allen

Property Address: Unit 42, 14 Sandpiper Place, Frankston VIC 3199
Lot: 42
Plan of subdivision: PS409045Y

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 15 June 2020

Signed for and on behalf of the Vendor: *Nest Legal*

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: **Raymond John Allen**

PROPERTY: **Unit 42, 14 Sandpiper Place, Frankston VIC 3199**

1. The property is not subject to a mortgage (as defined in the Act).
2. There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT:

Signature of the Vendor

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 2020

Signature of the Purchaser

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that:
 - (a) the above particulars provided by the Vendor is accurate.
 - (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / / 2020

Signature of the Purchaser

Vendor Statement

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

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

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

Land	UNIT 42, 14 SANDPIPER PLACE, FRANKSTON VIC 3199
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Vendor's name	Raymond John Allen	Date
Vendor's signature	<u>Ray Allen.</u>	16/6/20

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

If any, as contained in the attached certificate/s.

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

If any, as contained in the attached certificate/s and searches.

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

None to the vendor's knowledge.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

As contained in the attached certificate/s and searches, particularly the Building Notice dated 3 April 2020 which is included in the Owners Corporation Certificate.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

If any, see attached.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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 1

VOLUME 10371 FOLIO 727

Security no : 124083651008U
Produced 11/06/2020 11:51 AM

LAND DESCRIPTION

Lot 42 on Plan of Subdivision 409045Y.
PARENT TITLE Volume 10049 Folio 938
Created by instrument PS409045Y 05/03/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RAYMOND JOHN ALLEN of 6 CLIVE CT. BUNDOORA 3083
V416998N 12/05/1998

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS409045Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 42 14 SANDPIPER PLACE FRANKSTON VIC 3199

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS409045Y

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	plan
Document Identification	PS409045Y
Number of Pages (excluding this cover sheet)	12
Document Assembled	11/06/2020 11:56

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

	PLAN OF SUBDIVISION	STAGE No. 1	LTO USE ONLY EDITION 2	PLAN NUMBER PS 409045Y
LOCATION OF LAND PARISH: FRANKSTON TOWNSHIP: ----- SECTION: 6 (PART) CROWN ALLOTMENT: 3 (PART) CROWN PORTION: ----- LTO BASE RECORD: CHART 36A FRANKSTON TITLE REFERENCES: VOL:10049FOL:938 LAST PLAN REFERENCE: LOT 1 PS:304456L POSTAL ADDRESS: 14 SANDPIPER PLACE, (AT TIME OF SUBDIVISION) FRANKSTON, 3199 AMG CO-ORDINATES: E 338 250 (OF APPROX. CENTRE OF PLAN) N 5 775 620 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : FRANKSTON CITY COUNCIL REF : 4967 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 THE ORIGINAL CERTIFICATION UNDER SECTION 6 / / 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE 18/12/97 RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.		
THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 45 (BOTH INCLUSIVE) AND S2 BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: NIL EXTERIOR FACE: BOUNDARIES MARKED E INTERIOR FACE: ALL OTHER BOUNDARIES (OF WALLS, FLOORS CEILINGS AND WINDOWS)		LOTS 1 TO 44 (BOTH INCLUSIVE) CONSIST OF 2 PARTS SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . IN PROCLAIMED SURVEY AREA No.		
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
(E-1)	DRAINAGE AND SEWERAGE SEWERAGE	3 3	LP:129494 PS:304456L	LOTS ON LP:129494 MORNINGTON PENINSULA AND DISTRICT WATER BOARD CITY OF FRANKSTON LAND IN PS: 304456L MORNINGTON PENINSULA AND DISTRICT WATER BOARD CITY OF FRANKSTON LAND IN PS: 304456L MORNINGTON PENINSULA AND DISTRICT WATER BOARD
(E-2)	DRAINAGE	2	C/E F538254	
(E-3)	DRAINAGE AND SEWERAGE SEWERAGE	3 3	PS:304456L PS:304456L	
(E-4)	DRAINAGE DRAINAGE AND SEWERAGE SEWERAGE	SEE PLAN SEE PLAN SEE PLAN	C/E F538254 PS: 304456L PS: 304456L	
(A-1)	CARRIAGEWAY	2	C/E U.666418 E	LOTS ON THIS PLAN
LTO USE ONLY				
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT				
RECEIVED ☒ DATE 4/3/98				
LTO USE ONLY				
PLAN REGISTERED				
TIME 5:05 PM				
DATE 5/3/98 				
ASSISTANT REGISTRAR OF TITLES				
SHEET 1 OF 11 SHEETS				
 breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:9818 0301 fax:9819 5597		LICENSED SURVEYOR GEOFF W HUMPHREY SIGNATURE DATE 21/7/97 REF: 5327 VERSION 2		
CHECKED G COX	DATE 21-7-97	DATE 18/12/97 COUNCIL DELEGATE SIGNATURE		
		ORIGINAL SHEET SIZE A3		

PLAN OF SUBDIVISION

STAGE No.

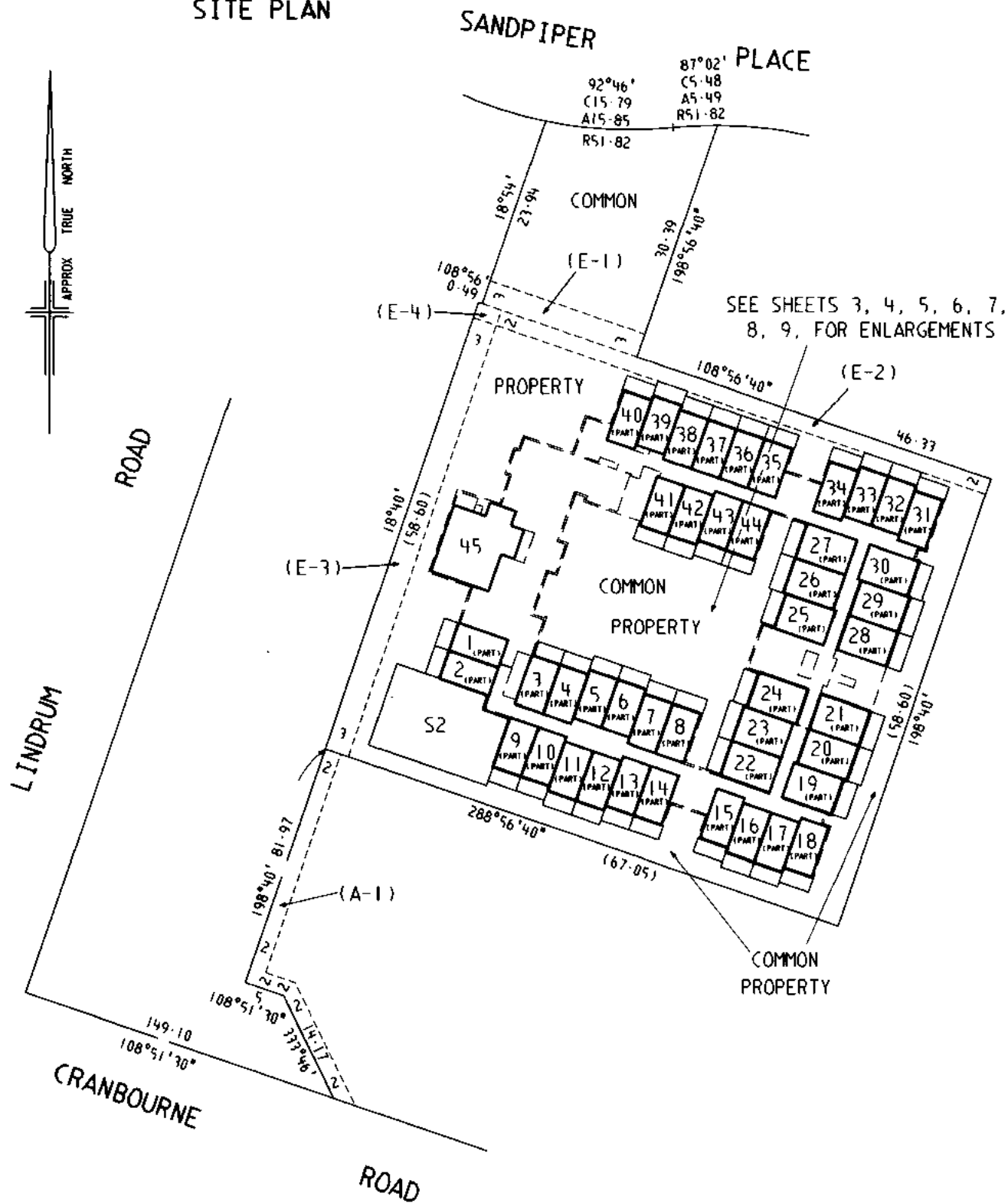
PLAN NUMBER

1

PS 409045Y

DIAGRAM 1

SITE PLAN



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0101 fax: 9819 5597

SHEET 2 OF 11 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR GEOFF W HUMPHREY

SHEET
SIZE
A3

SCALE
1:500

10 0 10 20
LENGTHS ARE IN METRES

SIGNATURE

DATE 21/7/97

REF: 5327

VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100mm

DIAGRAM 3

GROUND LEVEL PART AND
GROUND STOREY PART

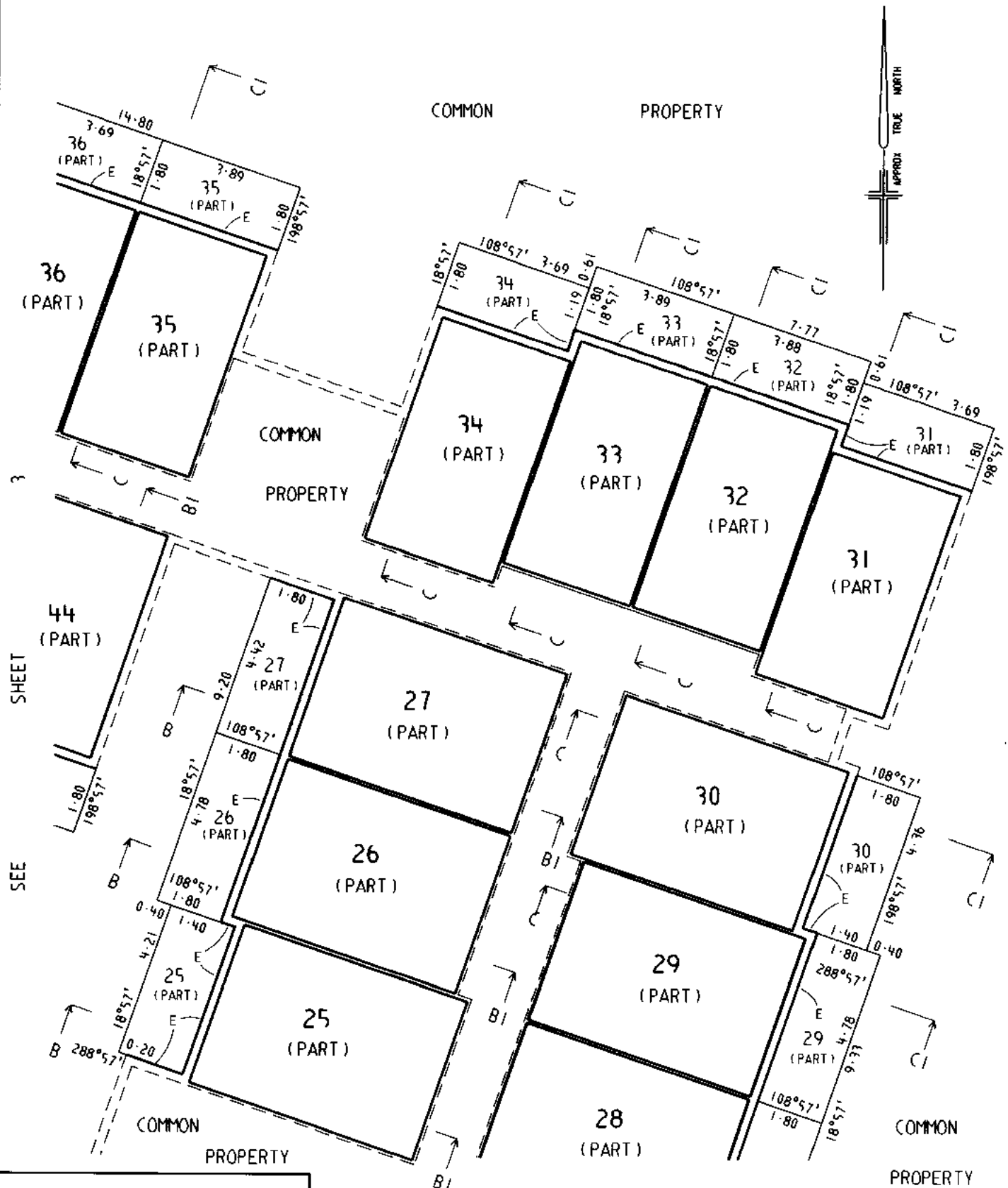
PLAN OF SUBDIVISION

STAGE No.

1

PLAN NUMBER

PS 409045Y



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

SEE

SHEET

5

SHEET 4 OF 11 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR GEOFF W HUMPHREY

SHEET

SIGNATURE

DATE 21/7/97

DATE / /

SIZE

REF: 5327

VERSION 2

COUNCIL DELEGATE SIGNATURE

A3

1:100

LENGTHS ARE IN METRES

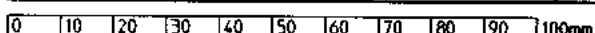


DIAGRAM 5

GROUND LEVEL PART AND
GROUND STOREY PART

PLAN OF SUBDIVISION

STAGE No.

1

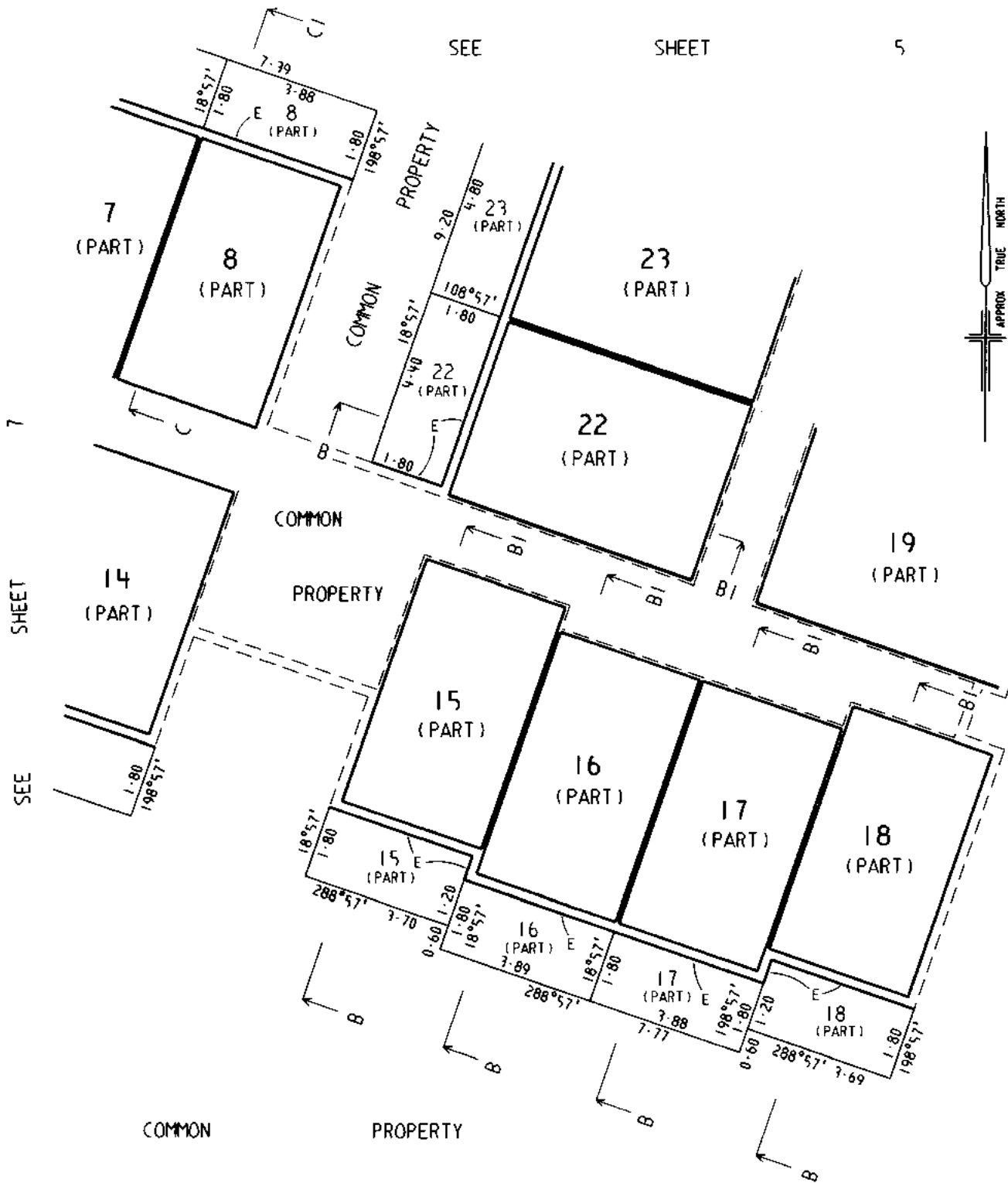
PLAN NUMBER

PS 409045Y

SEE

SHEET

5



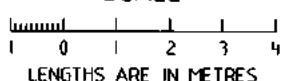
breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

SHEET 6 OF 11 SHEETS

ORIGINAL

SHEET
SIZE
A3

SCALE



LICENSED SURVEYOR GEOFF W HUMPHREY

SIGNATURE DATE 21/7/97
REF: 5327 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 6

GROUND LEVEL PART AND
GROUND STOREY PART

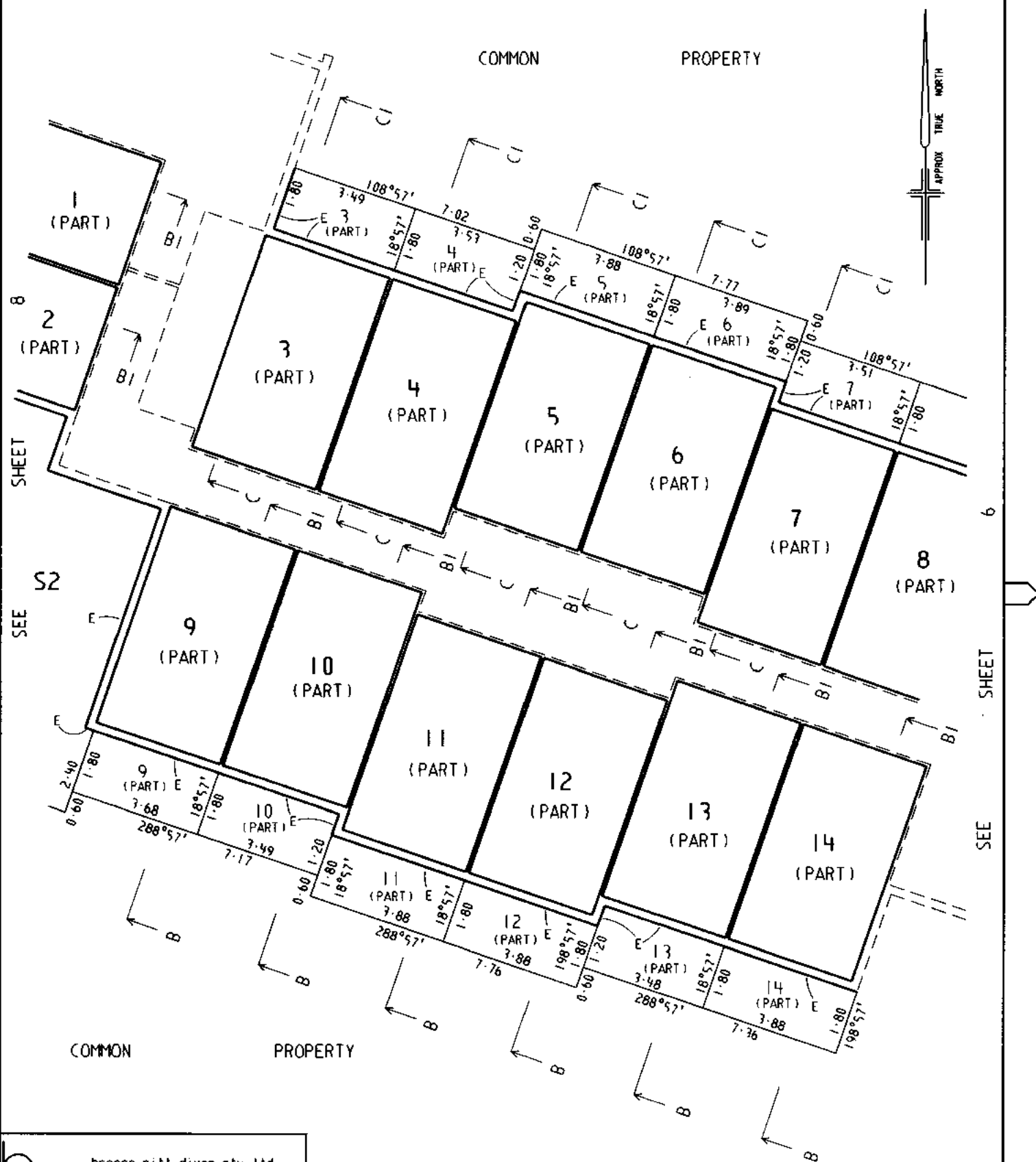
PLAN OF SUBDIVISION

STAGE No.

1

PLAN NUMBER

PS 409045Y



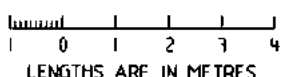
breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0381 fax: 9819 5597

ORIGINAL

SCALE

SHEET
SIZE
A3

SCALE
1:100



LICENSED SURVEYOR GEOFF W HUMPHREY

SIGNATURE DATE 21/7/97
REF: 5327 VERSION 2

SHEET 7 OF 11 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

DIAGRAM 8

GROUND LEVEL PART AND
GROUND STOREY PART

PLAN OF SUBDIVISION

STAGE No.

1

PLAN NUMBER

PS 409045Y

COMMON

PROPERTY

F1

COMMON

PROPERTY

108°57'

1.80

3.65

DIAGRAM 9

FIRST STOREY

COMMON

PROPERTY

F1

45

COMMON

PROPERTY

COMMON

PROPERTY

COMMON

PROPERTY

COMMON

FIRST STOREY

GROUND STOREY

GROUND

45

PROPERTY

COMMON

PROPERTY

LEVEL

COMMON

PROPERTY

CROSS SECTION F-F1



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0301 fax: 9819 5597

ORIGINAL

SCALE

SHEET
SIZE
A3

SCALE
1:100

0 1 2 3 4
LENGTHS ARE IN METRES

LICENSED SURVEYOR GEOFF W HUMPHREY

SIGNATURE DATE 21/7/97
REF: 5327 VERSION 2

SHEET 9 OF 11 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

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APPROX TRUE NORTH

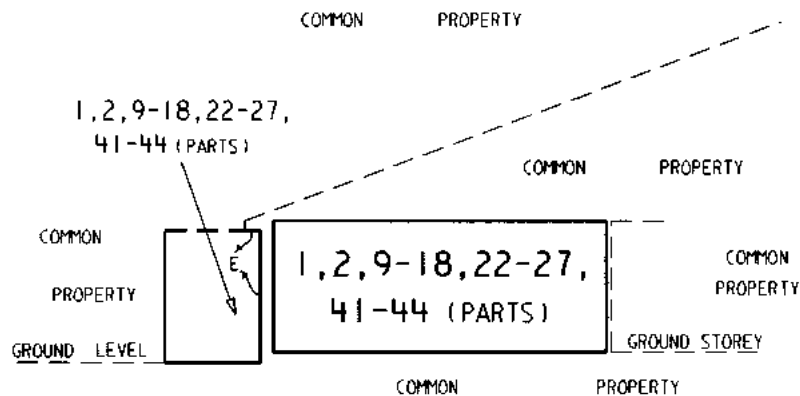
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STAGE No.

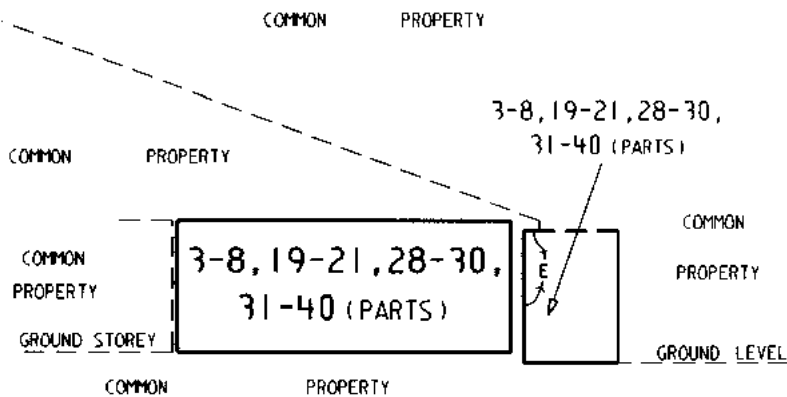
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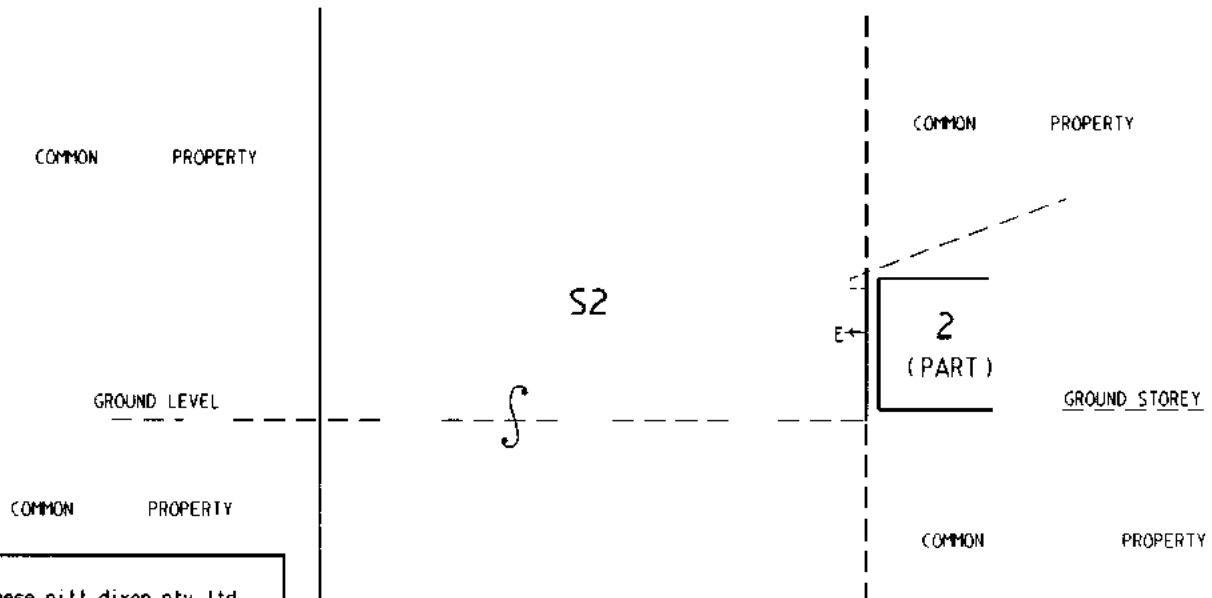
PS 409045Y



TYPICAL CROSS SECTION B-B1



TYPICAL CROSS SECTION C-C1



CROSS SECTION D-D1



breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph: 9818 0381 fax: 9819 5597

ORIGINAL
SHEET SCALE
SIZE
A3

CROSS SECTIONS ARE NOT
SHOWN TO SCALE

LICENSED SURVEYOR GEOFF W HUMPHREY

SIGNATURE DATE 21 / 7 / 97
REF: 5327 VERSION 2

SHEET 10 OF 11 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PS409045Y

**FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT**



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. PS409045Y

The land in PS409045Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 45, S2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

AJ095487H 27/07/2011

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. AM824124L 01/06/2016

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/06/2020 11:53:07 AM

**OWNERS CORPORATION
PLAN NO. PS409045Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	230	230
Lot 20	230	230
Lot 21	230	230
Lot 22	230	230
Lot 23	230	230
Lot 24	230	230
Lot 25	230	230
Lot 26	230	230
Lot 27	230	230
Lot 28	230	230
Lot 29	230	230
Lot 30	230	230
Lot 31	200	200
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/06/2020 11:53:07 AM

**OWNERS CORPORATION
PLAN NO. PS409045Y**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot 45	745	1
Lot S2	800	1
Total	10705.00	9162.00

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.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department

Cert No:97425

Telephone: (03) 9784 1853

Fax: (03) 9784 1094

Issue Date:11-Jun-2020

Assessment no: 00680098

Property Owner (as recorded by Council): Raymond John Allen

Applicant's name	Landata	Effective date of valuation:	01-Jul-2019
Applicant's address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Prescribed date of valuation:	01-Jan-2019
		Site Value:	\$45,000
		Capital Improved Value:	\$45,000
		Net Annual Value:	\$2,250
		This Council uses Capital Improved Value for rating purposes	

Applicants Ref: 38196404-014-2:43641

Title Particulars:	Lot 42 PS 409045 CT-10371/727
Property description	42/14 Sandpiper Place, Frankston 3199

CURRENT RATES AND CHARGES LEVIED 1st July 2019 to 30th June 2020

CURRENT General Rates & Charges Victorian Fire Services Levy	CHARGES \$267.50 \$113.95 \$	TOTAL LEVIED \$381.45
ARREARS General Rates & Charges Victorian Fire Services Levy	CHARGES \$0.00 \$0.00 \$	SUB-TOTAL ARREARS \$0.00
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to:		\$0.00
Interest on Arrears of Rates to:		\$0.00
PAYMENTS RECEIVED		\$-571.45
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
<u>Total Outstanding</u> Any outstanding balance may be subject to interest and/or legal action, therefore please contact this office prior to settlement		<u>\$-190.00</u>
 BILLER CODE: 1966 REFERENCE NO: 00680098		

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: (03) 9784 1853
Fax: (03) 9784 1094

Cert No:97425

Issue Date:11-Jun-2020

ADDITIONAL INFORMATION

Docker

Robyn Docker
Authorised Officer
Date: 11-Jun-2020

I acknowledge having received the sum of \$27.00 for Receipt Number , dated 11-Jun-2020.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a '**Building Permit Particulars Form**' from Council & '**Planning Certificate**' from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2004

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a local law or by-law of the Council and the specified flood level by the Council (if any).
- (b) This certificate is not required to include information regarding planning, building, health, land fill, land slip, other 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.

BUILDING PERMIT PARTICULARS FORM

BUILDING ACT 1993 BUILDING REGULATIONS 2018 REGULATION 51(1)
FRANKSTON CITY COUNCIL



Telephone: (03) 9784 1900
Fax: (03) 9784 1087

Certificate No: 25445
Issue Date: 11-Jun-2020
Fee Received/Receipt: \$47.20

Applicant Landata
Address Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

Telephone: 9102 0402 Facsimile:
Email: landata.online@victorianlrs.com.au

Applicants Reference: 38196404-016-6:43642

* being / not being a recognised person or body under Section 28 of the House Contracts Guarantee Act 1987, request the particulars of any building approval granted in the preceding 10 years and any current certificate, notice or report made under the Act or Regulations or the Building Control Act 1981 or the Victoria Building Regulations 1983 on the following property:

Property Description: 42/14 Sandpiper Place
Frankston 3199
Lot 42 PS 409045, CT-10371/727

PARTICULARS:

Assessment Number 68009

Building Permit Approval No.	Date Issued	Date Final Certificate Issued	Cert of Occ Number	Date Cert of Occ Issued	Brief Description of Works

No Building Permits issued in the previous ten (10) years

Current Certificates, Notices or Reports made under the Building Control Act 1981 or Building Act 1993

Current Building Notices – Issued 2016 /2017/ 2020 – For further information contact Frankston City Council Building Department MBS – 9784 1900

PLEASE NOTE:

1. This Information is only as accurate as Council's Building records allow.
2. **Please ensure** your client is utilising the official property address as noted in the 'Property Description' section on this certificate. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.

Footnote:

*Current Building Regulations require **Compliant** Pool Safety Barriers for all swimming pools and spas greater than 300mm in depth, regardless of when they were constructed. The Building Regulations also require smoke alarms to be installed within all residential building.*

Building Department - Civic Centre - Davey Street Frankston
Telephone (03) 9784 1900 - Facsimile (03) 9784 1087
PO Box 490 - Frankston Victoria 3199 - DX 19913 Frankston
Email: building@frankston.vic.gov.au - Website www.frankston.vic.gov.au

Doc Ref: FORM10NC

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Nest Legal C/- InfoTrack (Smokeball)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 42 LOT 42 14 SANDPIPER
PLACE FRANKSTON 3199
42 PS 409045

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51K//10827/00075	LANDATA CER 38196404-026-5	12 JUN 2020	36538205

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2019 to 30/06/2020	\$79.02
Melbourne Water Corporation Total Service Charges	01/04/2020 to 30/06/2020	\$25.52

(b) By South East Water

Water Service Charge	01/04/2020 to 30/06/2020	\$29.18
Sewerage Service Charge	01/04/2020 to 30/06/2020	\$91.67
Subtotal Service Charges		\$225.39
Payments		\$225.39
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 23/04/2020. Fees accrued since that date may be estimated by reference to the following historical information about the property:

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

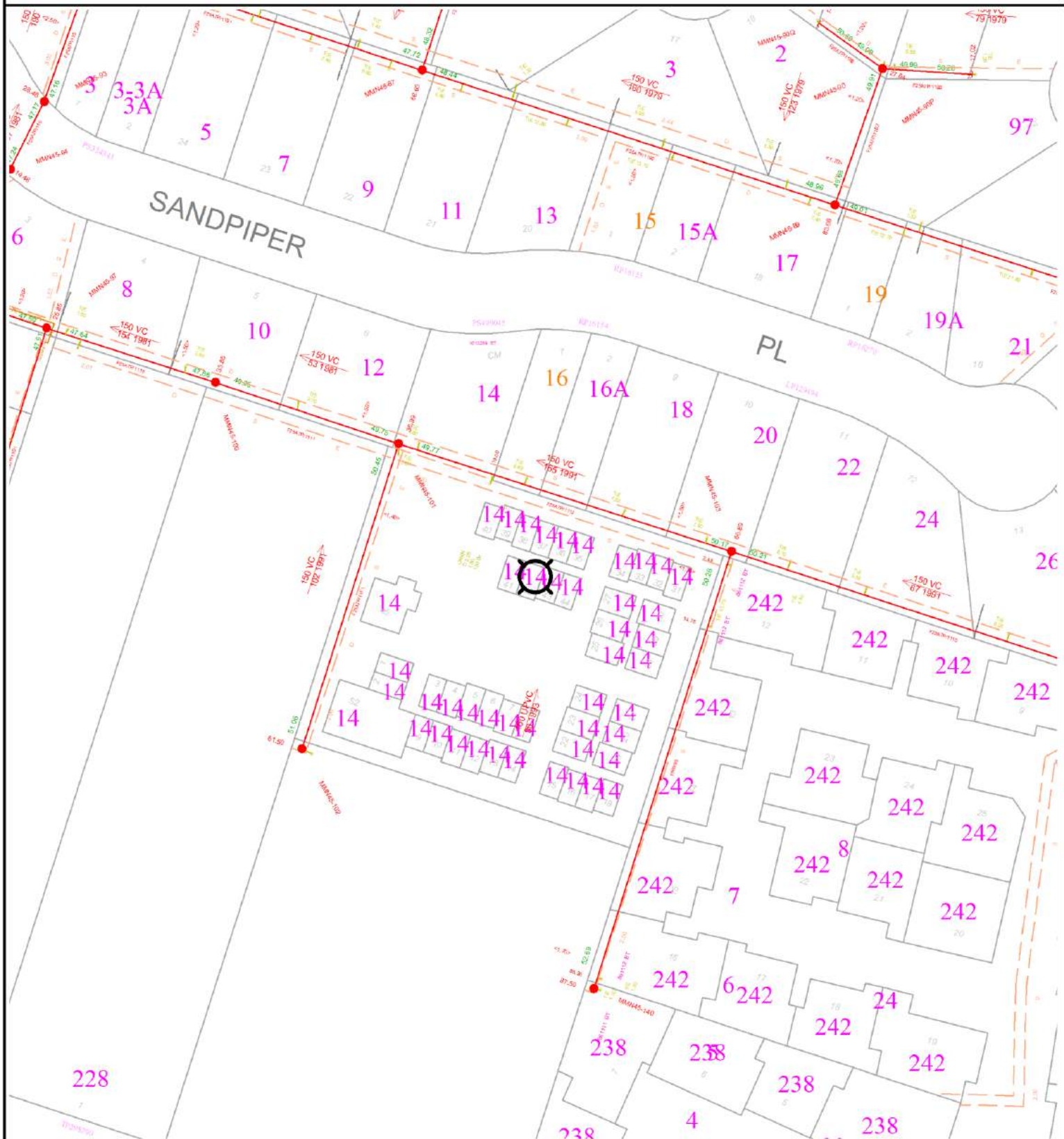
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



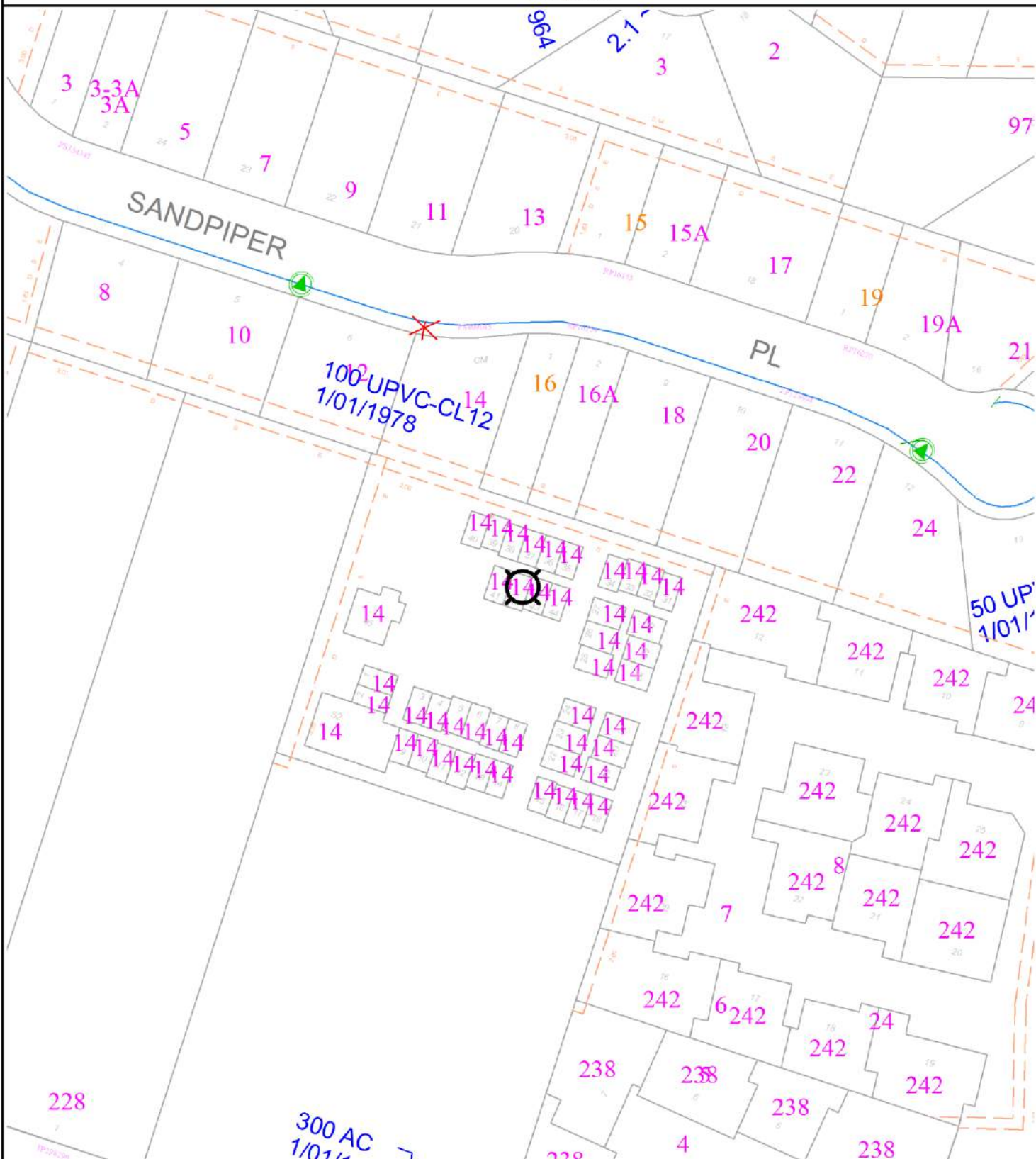
TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



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

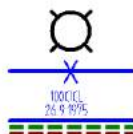
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



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

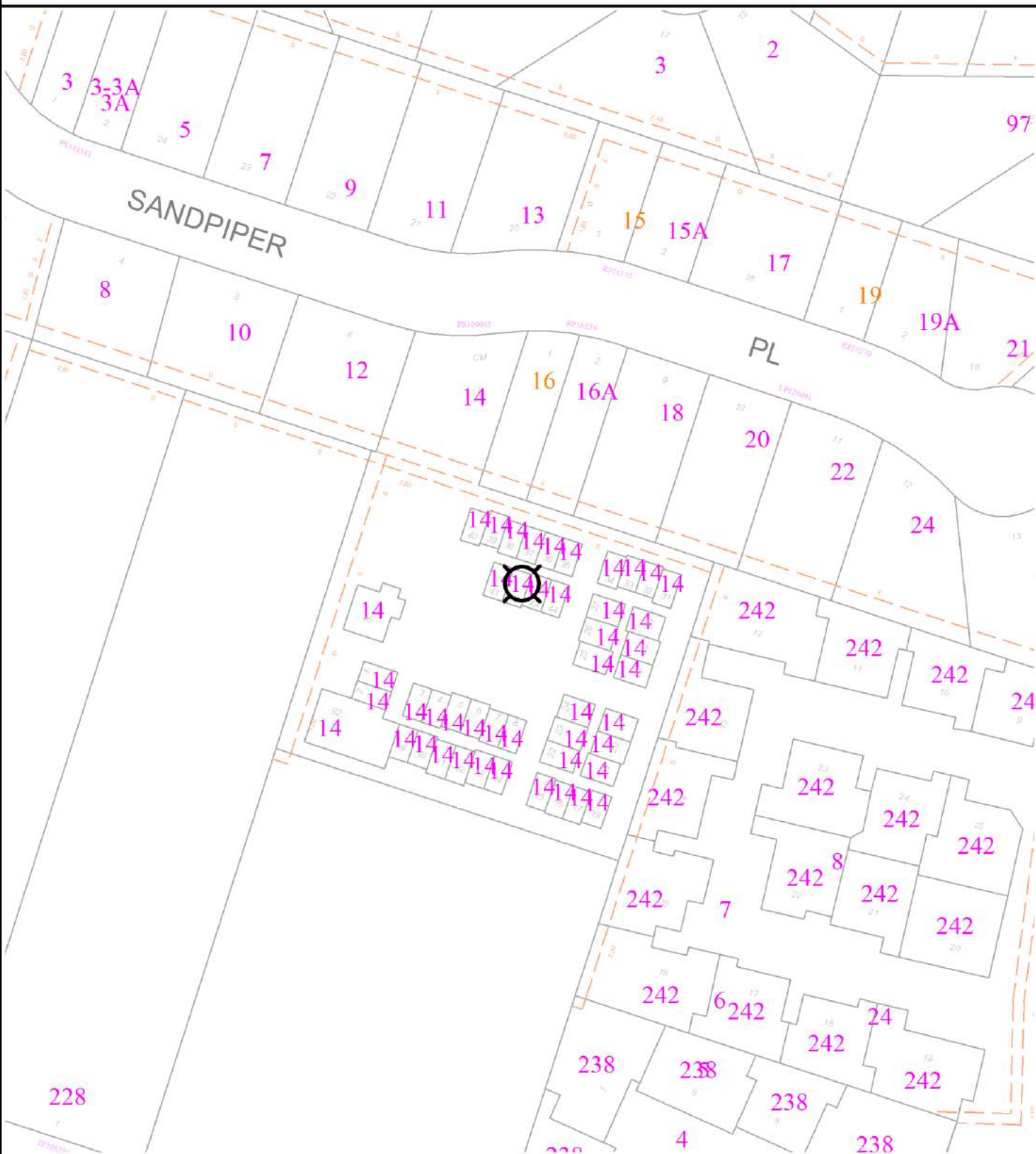
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



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

LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary ~ 1.0

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

This Certificate is issued for Lot 42 on Plan No. PS409045Y the postal address of which is 42/14 Sandpiper Place, Frankston.

Applicant for the Certificate is: InfoTrack on behalf of Nest Legal

Address for delivery of Certificate: ownerscorp@infotrack.com.au

Date that the application was received: 11th June 2020

The information in this Certificate is issued on: 12th June 2020

1. The current 01/04/2019 – 30/06/2019 quarterly Admin Fund levy for the above lot is \$545.73. The quarterly Maintenance levy for the above lot is \$72.76

2. The admin levy is paid up to 30/06/2020

3. There are no unpaid levies or charges

4. The following levies or fees have been struck and are payable on the dates indicated below:

<u>Description</u>	<u>Due Date</u>	<u>Total Due</u>
Admin Fund Levy 01/07/2020-30/09/2020	01/07/2020	\$545.73
Maint Fund Levy 01/07/2020 – 30/09/2020	01/07/2020	\$72.76

5. The Owners Corporation has performed or is about to perform the following repairs, or other works which may incur an additional charge to that set out above:
Nil

6. The Owners Corporation presently has the following insurance cover:
Please see attached

7. Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?
No

8. Please find the most recent accepted Balance Sheet of the Owners Corporation. Please note Cash at Bank is currently \$(4,167.83) in the Admin Fund and \$18,496.53 in the Maintenance Fund.

9. The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:
Nil

10. The Owners Corporation has not granted any lease, licence, agreements or contracts affecting the common property except:
Nil

11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:
Nil

12. The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:
Building Notice supplied by Frankston City Council 3rd-April 2020.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:

The Owners Corporation is working on a VCAT case to seek an amount of its costs for the purposes of settlement negotiations.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

14. The Owners Corporation has appointed a manager as follows:

Civium Property Group
39/574 Plummer Street
Port Melbourne VIC 3207

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are the Model Rules and Special Rules, which are attached.

18. Additional comments:

Planning Applications

- A planning permit for Student Accommodation has been issued by Frankston City Council. Please read the conditions of the permit before use/and or development can start. (Please refer to the attached)
- A special levy is to be raise for \$47,000.00, this will be raised in 2 instalments (special levy 1 due on 01/01/2020 and special levy 2 due 01/04/2020).
- As a preliminary estimate the cost to take corrective action on the Building Notice is expected to be in the order of between \$30,000 and \$70,000.

More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:

Civium Property Group
PO BOX 715
Port Melbourne VIC 3207

19. Attachments

Financial Statement
Minutes of AGM
Model Rules
Special Rules
OC Act 2006, Statement of Advice for Prospective Purchaser
Planning Permit – Frankston City Council
Endorsement Plans
Building Notice - Frankston City Council

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS409045Y

14 Sandpiper Place, Frankston, VIC 3199

This Owners Corporation certificate was prepared by



Per. Leon Katz
Owners Corporation Manager
on behalf of Owners Corporation No. 1 on Plan PS409045Y

Please note the information in this Owners Corporation Certificate is current as of the issue date only. Should you wish for a more current INFORMATION, you will need to re-apply for a new certificate.

IF YOU REQUIRE AN UPDATE to ITEMS 1-4 ON THIS CERTIFICATE, PLEASE SUBMIT YOUR REQUEST IN WRITING TO alex.richards@civium.com.au. AN UPDATE ON THESE ITEMS WILL ONLY BE GIVEN FOR A 3 MONTH PERIOD FROM THE ISSUE DATE OF THIS CERTIFICATE.

PLEASE ENSURE THAT YOU EMAIL ANY NOTICE OF ACQUISITION OR NOTICE OF DISPOSITION TO clientservices@civium.com.au TO ENSURE NO CHARGES ARE APPLIED

**MINUTES OF
ANNUAL GENERAL MEETING 2020**

OWNERS CORPORATION - PS409045Y

**14 Sandpiper Place
FRANKSTON VIC 3199**

Held on :

Thursday, 27 February 2020 06:00 PM

Held at :

**Ashwood Hall
21A Electra Ave Ashwood**

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION PS409045Y

Held Thursday, 27 February 2020 6:00 PM at Ashwood Hall
21A Electra Ave Ashwood

Present Mark & Denise Renouf (1), James Mylonakis (2, 6, 7),
Carolyn & Leanne Jones & Toogood (8), Somrita & David Watford (9)
Paul & Anne Stockx (14), Janet Keenan (15), Kevin Thielking (17, 22),
Futureproof Super Fund Pty Ltd (19), M & J Gregory Super Fund A/C (20, 23),
Monika Kutt (24, 39), Ray & Christine Allen (25, 42),
David & Frances Casley (27, 32, 44), Geoffrey Keenan (28),
Danny & Sandra Novello (29), Anita Van Rooyen (30), Sharon Thomson (31)

In Attendance Leon Katz (Civium Strata)

Proxies Samuel Kennedy (5) in favour of Kevin Kennedy,
Diane McRoberts & Jean-Ne Duncan (10) in favour of Anita Van Rooyen,
John Tame (11) in favour of Kevin Thielking,
Roxanne Grandy (12) in favour of Kevin Thielking,
John Ferraro (13) in favour of David Casley,
Gayle McNab, Julie Taylor & Suzanne Gardner (18) in favour of David Casley

Apologies None

Chairperson Leon Katz

A Quorum was reached

MOTION	Motion for consideration
1	Proceedings of Meeting
	- Proxies and Absentees - presented - Quorum - declared - Un-financial units – reviewed - Leon Katz, Appointment as Chairperson for the purpose of the meeting.
2	Minutes (ORDINARY RESOLUTION)
	That the minutes of the previous Annual General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried <i>moved by Janet Keenan / seconded by David Casely</i>

3	Insurance Renewal (ORDINARY RESOLUTION)
	That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to affect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Committee. It was discussed and agreed that the Owners Corporation instruct the manager to obtain an updated insurance valuation and further to instruct the insurer of any increase in sum insured and to pay any alteration to the premium. Motion Carried without Objection <i>noting current certificate of currency be supplied with minutes</i>
4	Reports (ORDINARY RESOLUTION)
	That the Owners Corporation receive and accept the Owners Corporation Managers Report, the Committee Report and Disputes Report in accordance with sections 115, 126 and 159 of the Owners Corporations Act 2006. Motion Carried without Objection
5	Interest on Arrears (ORDINARY RESOLUTION)
	That the Owners Corporation charge penalty interest on all arrears in accordance with section 29 of the Owners Corporations Act 2006 and that the Owners Corporation Manager be granted authority to waive interest of a non-material nature from time to time. Motion Carried without Objection
6	Arrears Recovery (ORDINARY RESOLUTION)
	That the Owners Corporation will recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and further that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by 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 or the Owners Corporation Regulations 2018. (amended) Motion Carried <i>moved by Mike Gregory / seconded by Geoffrey Keenan</i>
7	Financial Statements & Accounting Records (ORDINARY RESOLUTION)
	That the financial statement of accounts for the financial year ending 31 December 2019 be adopted in accordance with section 71(2)(e) of the Owners Corporations Act 2006. Motion Deferred, <i>Leon to provide explanation as to the increase in Management Fee</i>

8	Budget (ORDINARY RESOLUTION)
	1. That contributions be determined: <i>i)</i> To the Administrative Fund in accordance with Section 23 of the Owners Corporations Act 2006 for the sum of: <i>\$100,000.00 (inc. GST)</i> <i>ii)</i> To the Maintenance Fund in accordance with Section 40 of the Owners Corporations Act 2006 for the sum of: <i>\$10,000.00 (inc. GST)</i> 2. That the Administrative and Maintenance Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 01/01/2020 2nd instalment 01/04/2020 3rd instalment 01/07/2020 4th instalment 01/10/2020 5th instalment 01/01/2021 <i>* The amount collected in the 5th instalment will be at the previous year's rate until the next AGM is held where the new budget is determined.</i> Motion Carried
9	Appointment of Management Agent (ORDINARY RESOLUTION)
	That in accordance with Section 119 of the Owners Corporation Act 2006 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Strata People ("Agent") be appointed as strata managing agent of Strata Plan No.<> 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting Motion Deferred for committee to review current & proposed Agreements
10	Election of Committee (ORDINARY RESOLUTION)
	The owners corporation elected a committee of 5 members with a vacant position to be offered in accordance with sections 71(2)(a) and 100 of the Owners Corporations Act 2006. Kevin Kennedy (5) Kevin Thielking (17) Geoffrey Keenan (28) Anita Van Rooyen (30) David Casley (32) Motion Carried without Objection

11	General Business
	a. Management Fee, Leon to investigate increase in management fee and report to owners. b. ESM Provider, Leon to source quotes from 2 ESM providers for the committee to review & consider. from Mike G (https://www.elecfire.com.au/) c. Electricity & Gas Proposal, Leon to seek broker to review current charges & provide a proposal for reducing costs for the committee to review & consider. d. Meeting FCC Conditions, discussed & agreed for committee to manage this matter moving forward. e. Parking, limited spaces for the total number of units. This will be addressed by the committee in due course. f. Tiles @ Entrance trip hazard, Leon to discuss matter with the committee on how best to proceed.

There being no further business the chairperson declared the meeting closed at 8:25pm

Dated: 3 March 2020

Issued by Civium Property Group for and on behalf of the Owners Corporation.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

COVERFORCE INSURANCE BROKING NSW
LEVEL 12/ 9 CASTLEREAGH STREET
SYDNEY NSW 2000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041179
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	27/02/2020 to 27/02/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 409045
Situation	14 SANDPIPER PLACE FRANKSTON VIC 3199

Policies Selected

Policy 1 – Insured Property

Building: \$3,000,000

Common Area Contents: \$30,000

Loss of Rent & Temporary Accommodation (total payable): \$450,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$250,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$450,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$67,500

Escalation in Cost of Temporary Accommodation: \$22,500

Cost of Removal, Storage and Evacuation: \$22,500

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date of Issue 28/02/2020

This certificate confirms that on the date of issue noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.



Leon Katz <leon.katz@civium.com.au>

RE: PS409045Y | 14 Sandpiper Place, Frankston - COC

1 message

Maya Chugh <Maya_Chugh@coverforce.com.au>
To: Ashleigh Smith <vicinsurance@civium.com.au>
Cc: Leon Katz <leon.katz@civium.com.au>

2 March 2020 at 10:52

Good morning Ashleigh,

Section 9 – legal defence etc. responds to claims made against the Committee. Incident must occur within the period of insurance and CHU must be notified during this period too.

- E.g. an overgrown tree enters a neighbours yard and causes some damage and the neighbour wishes to seek legal action, this cover will take affect

Section 10 – additional sum insured (takes effect once Section 1 is exhausted) for replacement/repairs. Fixtures/fittings/improvements are those that are somewhat permanently affixed to the development and can't be taken with an Owner if they move

- E.g. solar panels, pergola

CoC is attached

Thank you,



Maya Chugh
Strata Team Leader
Coverforce Pty Limited
D +61 2 9376 7949 | **M** 0405 022 668
F +61 2 9223 1422 | **T** 1-3000-COVER
www.coverforce.com.au
AFSL 302522

Follow us:



Level 26, Tower One, International Towers Sydney, Barangaroo NSW 2000

Note: Please advise in writing if you would like to receive your insurance documentation in hard copy. The information contained in this electronic mail message is privileged and confidential and is intended only for use of the addressee. If you are not the intended recipient, you are hereby notified that any disclosure, reproduction, distribution or other use of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by reply

transmission and delete the message without copying or disclosing it. Coverforce promotes a sustainable environment.
Please consider the environment before printing this email.

From: Ashleigh Smith <vicinsurance@civium.com.au>
Sent: Monday, 2 March 2020 10:08 AM
To: Maya Chugh <Maya_Chugh@coverforce.com.au>
Cc: Leon Katz <leon.katz@civium.com.au>
Subject: Fwd: PS409045Y | 14 Sandpiper Place, Frankston - COC

Hi Maya,

Could you please assist with the below?

Kind regards,



Ashleigh Smith

VIC Insurance Manager

1300 724 256

17/23 Townshend St, Phillip ACT 2606

civium.com.au

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From: **Leon Katz** <leon.katz@civium.com.au>
Date: Fri, Feb 28, 2020 at 1:59 PM
Subject: PS409045Y | 14 Sandpiper Place, Frankston - COC
To: Ashleigh Smith <vicinsurance@civium.com.au>

Hi Ashleigh,

Can you please provide update COC asap & supply clarification possibly with examples on....

SECTION 9

PART A - Government Audit Costs - Professional Fees

PART B - Appeal Expenses

PART C - Legal Defence Expenses

SECTION 10

Lot Owners' Fixtures and Improvements

With thanks, Best regards.

Leon Katz
CIVIUM

Community Relationship Manager - Strata Vic
39/574 Plummer St, Port Melbourne, VIC, 3207
1300 724 256 | 0421 381 209 | 03 9098 9007
civium.com.au



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Sandpiper : Report from Chairperson of Committee

Your committee has again worked very hard on your behalf and we are in a much better position than at the previous AGM.

Work completed.

Improved security, installing keypads on outside doors, installation of self closers on outside doors.

The managers flat, unit 45 has been cleaned, painted and is now let at a favorable rent to offset the debt to Virginia.

Unit 41 has been cleaned and furnished and available for a tenant.

Thanks to Anita and Jeanie who did all this work.

Replacement of the down lights with LED fittings will make a huge difference in our electricity bill. this work was done without expense, thanks to Anita for her research.

As with any 20 year old building there is constant repair and maintenance work necessary.

David has put in hours of work coping with the fire panel and alarm system and many other small maintenance problems that have to be addressed

Work in progress

The fire system is being upgraded by Warren electrics.. There has been several instances when the fire alarm sounds for no obvious reason, the sound is deafening and disturbing to residents.

The CCTV system is being overhauled, Geoff is overseeing this.

Kevin has developed a good relationship with FCC.

Shane Warne from O'Brien Real Estate has proved to be a good choice. The following is a recent report from them:

27 units under management

16 units tenanted to students, 7 this month with 2 pending

69 enquiries this month, 29 inspections

8 units are currently for sale

2 units sold.

3 calls for maintenance

5 calls for tenant issues.

I am frequently told the O.C cannot direct or insist what owners do with their property,

However it would be appreciated if owners would rent through the agency who make thorough background checks, inspect units at 3 months and can remove unsuitable tenants easily. Yes, I am aware that the charge is 9% but rents can be adjusted accordingly, it took one owner 2 years to remove one tenant (inappropriate behavior) through VCAT, an agent did this in 4 days.

The OC has been managing this property for 16 years.

Committee service David, 16, Janet 14, Anita 11, Kevin 6 and Geoff 4, it is time that some other owners offered to contribute their time and expertise.

Janet Keenan

Civium Holdings VIC

Statement of Financial Affairs

Prepared for Owners of Owners Corporation PS409045Y

14 Sandpiper Place FRANKSTON VIC 3199

For the Financial Period 01/01/19 to 31/12/19

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Balance Sheet - O/Corp PS409045Y 14 SANDPIPER PLACE, FRANKSTON, VIC 3199 For the Financial Period 01/01/2019 to 31/12/2019

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OWNERS CORPORATION 409045Y	\$14,071.94	\$14,356.59	\$28,428.53
Macquarie Bank BSB: 183-334 Acc No: 246969182			
Levies Receivable	\$24,265.88	\$692.67	\$24,958.55
Total Assets	\$38,337.82	\$15,049.26	\$53,387.08
Liabilities			
Accounts Payable (GST Free)	\$1,998.25	\$0.00	\$1,998.25
Paid in Advance	\$10,778.17	\$10,000.75	\$20,778.92
Unidentified Deposits	\$1,450.00	\$0.00	\$1,450.00
Total Liabilities	\$14,226.42	\$10,000.75	\$24,227.17
Net Assets	\$24,111.40	\$5,048.51	\$29,159.91
Owners Funds			
Opening Balance	\$82,316.77	\$5,048.51	\$87,365.28
Net Income For The Period	\$(58,205.37)	\$0.00	\$(58,205.37)
Total Owners Funds	\$24,111.40	\$5,048.51	\$29,159.91

Income and Expenditure Statement - O/Corp PS409045Y
14 SANDPIPER PLACE, FRANKSTON, VIC 3199
 For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Insurance Claims Refund	\$1,882.00	\$0.00	\$0.00
Interest on Investments	\$0.00	\$0.00	\$216.56
Interest on Overdues	\$86.74	\$0.00	\$88.25
Levy Income	\$100,000.94	\$0.00	\$141,976.18
Other Funds Received	\$175.00	\$0.00	\$0.00
Special Levy Income	\$47,000.06	\$0.00	\$113,798.14
Total Administrative Fund Income	\$149,144.74	\$0.00	\$256,079.13
Expenses			
Accounting Service Provision/ATO Compliance	\$0.00	\$540.00	\$0.00
Arrears Recovery Costs	\$132.00	\$0.00	\$2,051.54
Audit Fees	\$0.00	\$506.00	\$1,012.00
Banking Management	\$0.00	\$540.00	\$0.00
Building Repairs & Maintenance	\$1,468.73	\$0.00	\$0.00
Bundled Disbursements	\$(170.63)	\$2,100.00	\$2,097.78
Cleaning	\$9,860.00	\$5,000.00	\$6,250.00
Consultant Fees	\$0.00	\$0.00	\$15,933.78
Electricity - Utility	\$15,984.37	\$7,000.00	\$13,241.12
Essential Services	\$9,296.99	\$2,500.00	\$2,467.36
Fencing Repairs & Maintenance	\$0.00	\$0.00	\$1,253.95
Fire Alarm Monitoring	\$1,753.22	\$1,800.00	\$1,753.22
Fire Protection - Repairs/Replacements	\$0.00	\$0.00	\$581.90
Gardens & Grounds	\$7,180.00	\$4,320.00	\$5,077.50
Gas - Utility	\$5,537.75	\$4,500.00	\$6,032.04
General Repairs & Maintenance	\$4,716.70	\$7,884.00	\$26,577.23
Gutter Cleaning	\$1,250.00	\$0.00	\$0.00
Insurance Premiums	\$5,780.07	\$5,500.00	\$5,199.60
Keys and Locks	\$896.07	\$0.00	\$0.00
Legal Expenses	\$71,281.93	\$40,000.00	\$112,578.23
Management Fee	\$15,902.08	\$11,960.00	\$10,762.50
Plumbing & Drainage	\$10,226.92	\$1,500.00	\$2,684.00
Public Officer	\$0.00	\$110.00	\$0.00
Rent Expenses	\$36,941.22	\$0.00	\$28,918.32
Roofing Repairs & Maintenance	\$2,068.00	\$0.00	\$0.00
Sundry Expenses	\$85.59	\$0.00	\$165.00
Taxation Reporting (Civium)	\$143.00	\$0.00	\$143.00

Income and Expenditure Statement - O/Corp PS409045Y
14 SANDPIPER PLACE, FRANKSTON, VIC 3199
For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Trades Compliance	\$0.00	\$240.00	\$0.00
Transfer Between Funds	\$0.00	\$0.00	\$(5,199.60)
Waste collection	\$3,794.10	\$4,000.00	\$4,401.75
Water - Utility	\$3,222.00	\$0.00	\$0.00
Total Administrative Fund Expenses	\$207,350.11	\$100,000.00	\$243,982.22
Administrative Fund Surplus/Deficit	\$(58,205.37)	\$(100,000.00)	\$12,096.91

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Income and Expenditure Statement - O/Corp PS409045Y 14 SANDPIPER PLACE, FRANKSTON, VIC 3199 For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Levy Income	\$0.00	\$0.00	\$6,344.96
Total Maintenance Fund Income	\$0.00	\$0.00	\$6,344.96
Expenses			
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$5,901.23
Transfer Between Funds	\$0.00	\$0.00	\$5,199.60
Total Maintenance Fund Expenses	\$0.00	\$0.00	\$11,100.83
Maintenance Fund Surplus/Deficit	\$0.00	\$0.00	\$(4,755.87)

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Lot Positions Report - O/Corp PS409045Y 14 SANDPIPER PLACE, FRANKSTON, VIC 3199 For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Mark & Denise Renouf	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
2	2	James Mylonakis	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
3	3	Cedric & Beryl Condick	\$725.10 CR	\$2,182.97	\$1,025.98	\$3,029.58	\$545.73 CR	\$0.00
4	4	David & Quirina McLean	\$0.00	\$2,182.97	\$1,025.98	\$3,206.20	\$2.75	\$0.00
5	5	Samuel Kennedy	\$3,202.30	\$2,182.97	\$901.70	\$6,286.97	\$0.00	\$23.48
6	6	James & Maxine Mylonakis	\$1,412.69	\$2,182.97	\$1,123.98	\$5,265.37	\$545.73 CR	\$13.85
7	7	James Mylonakis	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
8	8	Leanne Toogood & Carolyn Jones	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
9	9	Somrita & David Watford	\$4.02 CR	\$2,182.97	\$1,025.98	\$3,204.93	\$0.00	\$0.00
10	10	Diane McRoberts & Jean-Ne Duncan	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
11	11	John Tame	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
12	12	Roxanne Grandy	\$4,853.94	\$2,182.97	\$1,354.38	\$6,761.16	\$1,630.13	\$0.00
13	13	John Ferraro	\$111.32	\$2,182.97	\$1,074.98	\$3,915.00	\$545.73 CR	\$0.00
14	14	Paul & Anne Stockx	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
15	15	Janet Keenan	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
16	16	Stephanie & Allen Foster	\$1,384.71	\$2,182.97	\$1,123.98	\$4,674.12	\$17.54	\$17.54
17	17	Kevin Thielking	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
18	18	Gayle McNab, Julie Taylor & Suzanne Gardner	\$0.00	\$2,182.97	\$1,069.98	\$3,798.68	\$545.73 CR	\$0.00
19	19	Futureproof Super Fund Pty Ltd	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
20	20	M & J Gregory Super Fund A/C	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
21	21	Andrew King	\$1,244.00	\$2,510.35	\$1,365.87	\$5,747.81	\$627.59 CR	\$0.00
22	22	Kevin Thielking	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
23	23	M & J Gregory Super Fund A/C	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
24	24	Monika Kutt	\$0.01	\$2,510.35	\$1,179.87	\$3,690.23	\$0.00	\$0.00
25	25	Ray & Christine Allen	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
26	26	Salt & Light Pty Ltd	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
27	27	David & Frances Casley	\$0.00	\$2,510.35	\$1,179.87	\$4,317.81	\$627.59 CR	\$0.00
28	28	Geoffrey Keenan	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
29	29	Danny & Sandra Novello	\$0.00	\$2,510.35	\$1,179.87	\$3,690.22	\$0.00	\$0.00
30	30	Anita Van Rooyen	\$0.00	\$2,510.35	\$1,228.87	\$3,690.22	\$49.00	\$0.00
31	31	Sharon Thomson	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
32	32	David & Frances Casley	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
33	33	James Crockford	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
34	34	c/- Equity Trustees	\$0.00	\$2,182.97	\$1,201.98	\$3,930.68	\$545.73 CR	\$23.15
35	35	Ester Cohen	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
36	36	Jean Pemberton	\$13,605.02	\$2,182.97	\$1,603.38	\$17,937.10	\$545.73 CR	\$0.00
37	37	Glenys Walker & Rosalie Leyshan	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Lot Positions Report - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
38	38	Bruce & Denece Stephens	\$0.00	\$2,182.97	\$1,069.98	\$3,252.95	\$0.00	\$0.00
39	39	Monika Kutt	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
40	40	Paul Saunders	\$726.25 CR	\$2,182.97	\$1,113.98	\$2,570.70	\$0.00	\$8.72
41	41	Quilala Pty Ltd	\$19,239.16	\$2,182.97	\$981.98	\$0.00	\$22,404.11	\$0.00
42	42	Ray & Christine Allen	\$0.00	\$2,182.97	\$1,025.98	\$3,208.95	\$0.00	\$0.00
43	43	Jean Lovig	\$0.10	\$2,182.97	\$1,025.98	\$3,754.78	\$545.73 CR	\$0.00
44	44	David & Frances Casley	\$0.00	\$2,182.97	\$1,025.98	\$3,754.68	\$545.73 CR	\$0.00
45	45	Virginia Scharmberg	\$75.94	\$10.85	\$5.13	\$0.00	\$91.92	\$0.00
S2	S2	Ian Campbell	\$54.45	\$10.85	\$5.13	\$0.00	\$70.43	\$0.00
Administrative Fund Totals			\$43,728.27	\$100,000.94	\$48,569.58	\$178,811.08	\$13,487.71	\$86.74
					Administrative Fund Arrears		\$24,265.88	
					Administrative Fund Advances		\$10,778.17	

Lot Positions Report - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Mark & Denise Renouf	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2	James Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
3	3	Cedric & Beryl Condick	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
4	4	David & Quirina McLean	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	5	Samuel Kennedy	\$0.00	\$0.00	\$0.00	\$0.28	\$0.28 CR	\$0.00
6	6	James & Maxine Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
7	7	James Mylonakis	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
8	8	Leanne Toogood & Carolyn Jones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	9	Somrita & David Watford	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	10	Diane McRoberts & Jean-Ne Duncan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	11	John Tame	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	12	Roxanne Grandy	\$54.58	\$0.00	\$0.00	\$54.58	\$0.00	\$0.00
13	13	John Ferraro	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
14	14	Paul & Anne Stockx	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	15	Janet Keenan	\$0.00	\$0.00	\$0.00	\$513.32	\$513.32 CR	\$0.00
16	16	Stephanie & Allen Foster	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	17	Kevin Thielking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	18	Gayle McNab, Julie Taylor & Suzanne Gardner	\$0.00	\$0.00	\$0.00	\$468.99	\$468.99 CR	\$0.00
19	19	Futureproof Super Fund Pty Ltd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	20	M & J Gregory Super Fund A/C	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
21	21	Andrew King	\$0.00	\$0.00	\$0.00	\$501.94	\$501.94 CR	\$0.00
22	22	Kevin Thielking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	23	M & J Gregory Super Fund A/C	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
24	24	Monika Kutt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	25	Ray & Christine Allen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	26	Salt & Light Pty Ltd	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
27	27	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$589.94	\$589.94 CR	\$0.00
28	28	Geoffrey Keenan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	29	Danny & Sandra Novello	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	30	Anita Van Rooyen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	31	Sharon Thomson	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
32	32	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
33	33	James Crockford	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	34	c/- Equity Trustees	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
35	35	Ester Cohen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	36	Jean Pemberton	\$469.37	\$0.00	\$0.00	\$982.36	\$512.99 CR	\$0.00
37	37	Glenys Walker & Rosalie Leyshan	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

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Lot Positions Report - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Maintenance Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
38	38	Bruce & Denece Stephens	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	39	Monika Kutt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	40	Paul Saunders	\$0.00	\$0.00	\$0.00	\$0.58	\$0.58 CR	\$0.00
41	41	Quilala Pty Ltd	\$687.67	\$0.00	\$0.00	\$0.00	\$687.67	\$0.00
42	42	Ray & Christine Allen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	43	Jean Lovig	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
44	44	David & Frances Casley	\$0.00	\$0.00	\$0.00	\$512.99	\$512.99 CR	\$0.00
45	45	Virginia Scharmberg	\$3.16	\$0.00	\$0.00	\$0.00	\$3.16	\$0.00
S2	S2	Ian Campbell	\$1.84	\$0.00	\$0.00	\$0.00	\$1.84	\$0.00
Maintenance Fund Totals			\$1,216.62	\$0.00	\$0.00	\$10,524.70	\$-9,308.08	\$0.00
Maintenance Fund Arrears							\$692.67	
Maintenance Fund Advances							\$10,000.75	

Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Administrative Fund - Other Income**Insurance Claims Refund**

Date	Ref.	Details	Amount	Balance
21/08/2019	6	Adjustment - 409045 Quote5 CHU Claims Accou	\$1,882.00	\$1,882.00
Total for Insurance Claims Refund			\$1,882.00	

Interest on Overdues

Date	Ref.	Details	Amount	Balance
07/05/2019	71	Lot# 34 Levy from 01/01/2019 to 31/12/2019	\$23.15	\$23.15
31/10/2019	377	Lot# 6 Levy from 01/01/2019 to 31/12/2019	\$13.85	\$37.00
05/11/2019	382	Lot# 16 Levy from 01/01/2019 to 31/12/2019	\$17.54	\$54.54
21/11/2019	386	Lot# 40 Levy from 01/01/2019 to 31/12/2019	\$8.72	\$63.26
18/12/2019	429	Lot# 5 Levy from 01/01/2019 to 31/12/2019	\$23.48	\$86.74
Total for Interest on Overdues			\$86.74	

Other Funds Received

Date	Ref.	Details	Amount	Balance
16/08/2019	5	Adjustment - DMW Laundry rebateD.M.W. INDUSTRIE	\$70.00	\$70.00
02/12/2019	7	Adjustment - DMW laundry RebateD.M.W. INDUSTRIE	\$105.00	\$175.00
Total for Other Funds Received			\$175.00	

Special Levy Income

Date	Ref.	Details	Amount	Balance
22/07/2019	508	Lot# 31 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$1,025.98
22/07/2019	509	Lot# 32 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$2,051.96
22/07/2019	510	Lot# 33 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$3,077.94
22/07/2019	511	Lot# 34 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$4,103.92
22/07/2019	507	Lot# 30 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$5,283.79
22/07/2019	506	Lot# 29 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$6,463.66
22/07/2019	502	Lot# 25 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$7,643.53
22/07/2019	503	Lot# 26 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$8,823.40
22/07/2019	504	Lot# 27 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$10,003.27
22/07/2019	505	Lot# 28 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$11,183.14
22/07/2019	512	Lot# 35 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$12,209.12
22/07/2019	513	Lot# 36 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$13,235.10
22/07/2019	520	Lot# 43 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$14,261.08
22/07/2019	521	Lot# 44 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$15,287.06
22/07/2019	522	Lot# 45 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$5.13	\$15,292.19
22/07/2019	523	Lot# S2 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$5.13	\$15,297.32

Expenses & Other Income - O/Corp PS409045Y**14 SANDPIPER PLACE, FRANKSTON, VIC 3199**

For the Financial Period 01/01/2019 to 31/12/2019

Special Levy Income (Continued)

Date	Ref.	Details	Amount	Balance
22/07/2019	519	Lot# 42 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$16,323.30
22/07/2019	518	Lot# 41 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$17,349.28
22/07/2019	514	Lot# 37 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$18,375.26
22/07/2019	515	Lot# 38 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$19,401.24
22/07/2019	516	Lot# 39 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$20,427.22
22/07/2019	517	Lot# 40 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$21,453.20
22/07/2019	501	Lot# 24 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$22,633.07
22/07/2019	500	Lot# 23 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$23,812.94
22/07/2019	485	Lot# 8 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$24,838.92
22/07/2019	486	Lot# 9 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$25,864.90
22/07/2019	487	Lot# 10 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$26,890.88
22/07/2019	488	Lot# 11 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$27,916.86
22/07/2019	484	Lot# 7 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$28,942.84
22/07/2019	483	Lot# 6 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$29,968.82
22/07/2019	479	Lot# 2 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$30,994.80
22/07/2019	480	Lot# 3 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$32,020.78
22/07/2019	481	Lot# 4 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$33,046.76
22/07/2019	482	Lot# 5 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$34,072.74
22/07/2019	489	Lot# 12 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$35,098.72
22/07/2019	490	Lot# 13 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$36,124.70
22/07/2019	496	Lot# 19 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$37,304.57
22/07/2019	497	Lot# 20 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$38,484.44
22/07/2019	498	Lot# 21 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$39,664.31
22/07/2019	499	Lot# 22 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,179.87	\$40,844.18
22/07/2019	495	Lot# 18 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$41,870.16
22/07/2019	494	Lot# 17 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$42,896.14
22/07/2019	491	Lot# 14 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$43,922.12
22/07/2019	492	Lot# 15 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$44,948.10
22/07/2019	493	Lot# 16 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$45,974.08

Expenses & Other Income - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Special Levy Income (Continued)

Date	Ref.	Details	Amount	Balance
22/07/2019	478	Lot# 1 Special Levy - Special levy to cover unexpected shortfall of funds, as per notice 22/07/2019	\$1,025.98	\$47,000.06
Total for Special Levy Income			\$47,000.06	
Total for Administrative Fund - Other Income				\$49,143.80

Administrative Fund - Expenses

Arrears Recovery Costs

Date	Ref.	Details	Amount	Balance
22/01/2019	300	Lot# 36 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-44.00
22/01/2019	295	Lot# 5 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-88.00
22/01/2019	298	Lot# 16 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-132.00
22/01/2019	299	Lot# 21 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-176.00
22/01/2019	297	Lot# 12 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-220.00
22/01/2019	296	Lot# 6 Special Levy - Charge for arrears notice dated 22/01/2019	\$-44.00	\$-264.00
29/01/2019	301	Arrears Notice Processing (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$0.00
03/02/2019	305	Lot# 21 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-5.00
03/02/2019	304	Lot# 16 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-10.00
03/02/2019	303	Lot# 12 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-15.00
03/02/2019	302	Lot# 6 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-20.00
03/02/2019	301	Lot# 5 Special Levy - 22/01/2019 - Arrears SMS - Sent 22/01/2019	\$-5.00	\$-25.00
28/02/2019	315	Lot# 30 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-69.00
28/02/2019	314	Lot# 28 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-113.00
28/02/2019	316	Lot# 34 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$-157.00
28/02/2019	425	Arrears Notice Processing (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$220.00	\$63.00
28/02/2019	313	Lot# 13 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$19.00
28/02/2019	425	Final Notice Processing (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$283.00
28/02/2019	308	Lot# 12 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$239.00
28/02/2019	307	Lot# 6 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$195.00
28/02/2019	306	Lot# 5 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$151.00
28/02/2019	312	Lot# 10 Special Levy - Charge for arrears notice dated 28/02/2019	\$-44.00	\$107.00
28/02/2019	309	Lot# 16 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$63.00
28/02/2019	311	Lot# 36 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$19.00
28/02/2019	310	Lot# 21 Special Levy - Charge for final notice dated 28/02/2019	\$-44.00	\$-25.00
03/03/2019	323	Lot# 13 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-30.00
03/03/2019	322	Lot# 10 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-35.00
03/03/2019	324	Lot# 30 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-40.00
03/03/2019	318	Lot# 6 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-45.00
03/03/2019	320	Lot# 16 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-50.00
03/03/2019	321	Lot# 21 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-55.00
03/03/2019	317	Lot# 5 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-60.00
03/03/2019	319	Lot# 12 Special Levy - 28/02/2019 - Arrears SMS - Sent 28/02/2019	\$-5.00	\$-65.00
05/03/2019	475	28/02/2019 - [12] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-60.00
05/03/2019	475	28/02/2019 - [10] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-55.00
05/03/2019	475	28/02/2019 - [16] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-50.00

Civium Holdings VIC

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For the Financial Period 01/01/2019 to 31/12/2019

Arrears Recovery Costs (Continued)

Date	Ref.	Details	Amount	Balance
05/03/2019	475	28/02/2019 - [30] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-45.00
05/03/2019	475	28/02/2019 - [13] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-40.00
05/03/2019	475	28/02/2019 - [21] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-35.00
05/03/2019	475	28/02/2019 - [6] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-30.00
05/03/2019	475	28/02/2019 - [5] Arrears SMS - Sent 28/02/2019 (03/03/2019 - 03/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-25.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-20.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-15.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-10.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-5.00
06/03/2019	586	22/01/2019 - Arrears SMS - Sent 22/01/2019 (01/02/2019 - 03/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$0.00
28/03/2019	859	Legal Notice Processing (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$264.00
28/03/2019	325	Lot# 5 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$176.00
28/03/2019	327	Lot# 36 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$88.00
28/03/2019	330	Lot# 34 Special Levy - Charge for final notice dated 28/3/2019	\$-44.00	\$44.00
28/03/2019	326	Lot# 12 Special Levy - Charge for legal notice dated 28/03/2019	\$-88.00	\$-44.00
08/04/2019	931	28/03/2019 - [5] Arrears SMS - Sent 28/03/2019 (07/04/2019 - 07/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-39.00
08/04/2019	329	Lot# 12 Special Levy - 28/03/2019 - Arrears SMS - Sent 28/03/2019	\$-5.00	\$-44.00
08/04/2019	328	Lot# 5 Special Levy - 28/03/2019 - Arrears SMS - Sent 28/03/2019	\$-5.00	\$-49.00
08/04/2019	931	28/03/2019 - [12] Arrears SMS - Sent 28/03/2019 (07/04/2019 - 07/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$5.00	\$-44.00
18/04/2019	331	Lot# 34 Special Levy - Charge for legal notice dated 18/04/2019	\$-88.00	\$-132.00
30/04/2019	975	Legal Notice Processing (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$88.00	\$-44.00
31/05/2019	470	Lot# 10 Special Levy - Credit for Arrears Charge	\$49.00	\$5.00
31/05/2019	1215	Removal of Arrears charges for Lot 10, approved by Tristan (31/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$-49.00	\$-44.00
11/06/2019	1423	Removal of arrears charges, Unit 5, approved by Tristan, dated 11 June 2019 (11/06/2019 - 11/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$-290.00	\$-334.00
11/06/2019	473	Lot# 41 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$-290.00
11/06/2019	474	Lot# 5 Special Levy - Removal of arrears & interest	\$290.00	\$0.00
11/06/2019	472	Lot# 30 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$44.00
11/06/2019	471	Lot# 28 Special Levy - Remove Arrears - Requested by LK	\$44.00	\$88.00

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For the Financial Period 01/01/2019 to 31/12/2019

Arrears Recovery Costs (Continued)

Date	Ref.	Details	Amount	Balance
03/08/2019	524	Lot# 36 Special Levy - 01/07/2019 - Referral to solicitor fee (Lot 36)	\$-100.00	\$-12.00
03/08/2019	525	Lot# 12 Special Levy - 01/07/2019 - Referral to solicitor fee (Lot 12)	\$-100.00	\$-112.00
05/08/2019	1724	01/07/2019 - [36] Referral to solicitor fee (Lot 36) (03/08/2019 - 03/08/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$100.00	\$-12.00
05/08/2019	1724	01/07/2019 - [12] Referral to solicitor fee (Lot 12) (03/08/2019 - 03/08/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$100.00	\$88.00
21/10/2019	527	Lot# 40 Special Levy - Charge for arrears notice dated 21/10/2019	\$-44.00	\$44.00
31/10/2019	2410	Arrears Notice Processing (01/10/2019 - 31/10/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$88.00
20/11/2019	626	Lot# 38 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$44.00
20/11/2019	623	Lot# 18 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$0.00
20/11/2019	625	Lot# 30 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-44.00
20/11/2019	624	Lot# 21 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-88.00
20/11/2019	622	Lot# 36 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-132.00
20/11/2019	620	Lot# 41 Special Levy - Charge for arrears notice dated 20/11/2019	\$-44.00	\$-176.00
20/11/2019	621	Lot# 40 Special Levy - Charge for final notice dated 20/11/2019	\$-44.00	\$-220.00
29/11/2019	2830	Final Notice Processing (01/11/2019 - 30/11/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$-176.00
29/11/2019	2830	Arrears Notice Processing (01/11/2019 - 30/11/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$264.00	\$88.00
13/12/2019	674	Lot# 21 Special Levy - Charge for final notice dated 13/12/2019	\$-44.00	\$44.00
17/12/2019	675	Lot# 41 Special Levy - removal of arrears	\$44.00	\$88.00
19/12/2019	3049	Final Notice Processing (01/12/2019 - 31/12/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$44.00	\$132.00
Total for Arrears Recovery Costs			\$132.00	

Building Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
12/03/2019	A.H. 190312AV	Reimbursement: Various Items (12/03/2019) DAVID CASLEY	\$549.00	\$549.00
05/08/2019	L.K. 190805AV	Reimbursement: Miscellaneous Works (29/07/2019) Anita Van Royen	\$841.38	\$1,390.38
08/08/2019	L.K. 190808AV	Reimbursement: Miscellaneous Expense (05/08/2019) Anita Van Royen	\$78.35	\$1,468.73
Total for Building Repairs & Maintenance			\$1,468.73	

Bundled Disbursements

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Bundled Disbursements (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$170.63
01/01/2019	CORRECTIONS 18-19	Adj FC: Bundled Disbursements CIVIUM HOLDINGS (VIC) PTY LTD	\$-170.63	\$0.00
01/02/2019	341	Bundled Disbursements (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$170.63
01/03/2019	626	Bundled Disbursements (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$341.26
01/04/2019	787	Bundled Disbursements (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$511.89
01/05/2019	1084	Bundled Disbursements (01/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$170.63	\$682.52
04/06/2019	1352	Bundled Disbursements (01/06/2019 - 30/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$179.16	\$861.68

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Bundled Disbursements (Continued)

Date	Ref.	Details	Amount	Balance
08/07/2019	1634	Bundled Disbursements (01/07/2019 - 31/07/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$179.16	\$1,040.84
31/12/2019	CORRECTIONS 18-19	Adj FC: Bundled Disbursements CIVIUM HOLDINGS (VIC) PTY LTD	\$-1,211.47	\$-170.63
Total for Bundled Disbursements			\$-170.63	

Cleaning

Date	Ref.	Details	Amount	Balance
10/01/2019	00005174	Cleaning Dec 18 & Jan 19 BROOKS CLEANING SERVICES	\$500.00	\$500.00
08/02/2019	00005192	Cleaning Jan 19 & Feb 19 BROOKS CLEANING SERVICES	\$500.00	\$1,000.00
12/03/2019	00005197	Cleaning Feb 19 BROOKS CLEANING SERVICES	\$500.00	\$1,500.00
21/03/2019	00005206	Cleaning Feb 19 & Mar 19 BROOKS CLEANING SERVICES	\$600.00	\$2,100.00
03/04/2019	00005209	Cleaning Mar 19 BROOKS CLEANING SERVICES	\$400.00	\$2,500.00
11/04/2019	00005217	Cleaning Apr 19 BROOKS CLEANING SERVICES	\$400.00	\$2,900.00
25/04/2019	00005222	Cleaning Apr 19 BROOKS CLEANING SERVICES	\$400.00	\$3,300.00
09/05/2019	00005229	Cleaning Apr 19 & May 19 BROOKS CLEANING SERVICES	\$400.00	\$3,700.00
22/05/2019	00005233	Cleaning May 19 BROOKS CLEANING SERVICES	\$400.00	\$4,100.00
05/06/2019	00005241	Cleaning May 19 & Jun 19 BROOKS CLEANING SERVICES	\$400.00	\$4,500.00
05/07/2019	00005254	Cleaning Jun 19 & Jul 19 BROOKS CLEANING SERVICES	\$400.00	\$4,900.00
25/07/2019	00005257	Cleaning Jul 19 BROOKS CLEANING SERVICES	\$640.00	\$5,540.00
10/08/2019	00005267	Cleaning Jul 19 & Aug 19 BROOKS CLEANING SERVICES	\$640.00	\$6,180.00
24/08/2019	00005269	Cleaning Aug 19 BROOKS CLEANING SERVICES	\$640.00	\$6,820.00
10/09/2019	00005281	Cleaning Aug 19 & Sep19 BROOKS CLEANING SERVICES	\$320.00	\$7,140.00
20/09/2019	00005285	Cleaning Sep 19 BROOKS CLEANING SERVICES	\$320.00	\$7,460.00
04/10/2019	00005288	Cleaning Sep 19 BROOKS CLEANING SERVICES	\$320.00	\$7,780.00
22/10/2019	00005297	Cleaning Oct 19 BROOKS CLEANING SERVICES	\$320.00	\$8,100.00
30/10/2019	00005301	Cleaning Oct 19 BROOKS CLEANING SERVICES	\$320.00	\$8,420.00
13/11/2019	00005306	Cleaning Nov 19 BROOKS CLEANING SERVICES	\$320.00	\$8,740.00
27/11/2019	00005311	Cleaning Nov 19 BROOKS CLEANING SERVICES	\$320.00	\$9,060.00
12/12/2019	00005318	Cleaning BROOKS CLEANING SERVICES	\$320.00	\$9,380.00
19/12/2019	00005321	Cleaning BROOKS CLEANING SERVICES	\$480.00	\$9,860.00
Total for Cleaning			\$9,860.00	

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For the Financial Period 01/01/2019 to 31/12/2019

Electricity - Utility

Date	Ref.	Details	Amount	Balance
10/01/2019	10185760343-20/12/18	Electricity 19/11/2018 - 18/12/2018 <i>ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930</i>	\$711.79	\$711.79
23/01/2019	703062213394019 94241-22/11/18	Final Bill Payment Electricity 21/08/2018 - 18/11/2018 <i>AGL 208868</i>	\$3,276.11	\$3,987.90
21/03/2019	10185760343-18/03/19	Electricity 19/12/2018-15/03/2019 <i>ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930</i>	\$952.92	\$4,940.82
14/06/2019	10185760343-11/06/19	Electricity 16/03/2019-09/06/2019 <i>ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930</i>	\$2,491.64	\$7,432.46
10/09/2019	10185760343-06/09/19	Electricity 10/06/2019-03/09/2019 <i>ALINTA ENERGY</i>	\$4,969.81	\$12,402.27
05/12/2019	10185760343-02/12/19	Electricity 04/09/2019-01/12/2019 <i>ALINTA ENERGY RETAIL SALES PTY. LTD. - BPAY 168930</i>	\$3,582.10	\$15,984.37
Total for Electricity - Utility			\$15,984.37	

Essential Services

Date	Ref.	Details	Amount	Balance
08/01/2019	00041292	Essential Services Jan 19 <i>CCM FACILITIES</i>	\$198.28	\$198.28
25/01/2019	00041576	Consumables supplied Jan 19 <i>CCM FACILITIES</i>	\$88.00	\$286.28
02/02/2019	00041810	Essential Services Feb 19 <i>CCM FACILITIES</i>	\$198.28	\$484.56
05/03/2019	00044610	Essential Services Mar 19 <i>CCM FACILITIES</i>	\$198.28	\$682.84
13/03/2019	00044753	Alarm Investigation <i>CCM FACILITIES</i>	\$418.00	\$1,100.84
15/03/2019	00044797	Alarm investigation <i>CCM FACILITIES</i>	\$1,040.60	\$2,141.44
03/04/2019	00045164	Essential Services Apr 19 <i>CCM FACILITIES</i>	\$198.28	\$2,339.72
02/05/2019	00045647	Essential Services May 19 <i>CCM FACILITIES</i>	\$198.28	\$2,538.00
04/06/2019	00046255	Essential Services Jun 19 <i>CCM FACILITIES</i>	\$198.28	\$2,736.28
03/07/2019	00046671	Essential Services Jul 19 <i>CCM FACILITIES</i>	\$198.28	\$2,934.56
24/08/2019	00047179	Essential Services Aug 19 <i>CCM FACILITIES</i>	\$198.28	\$3,132.84
24/08/2019	00046881	Supplying logbooks (06/07/2019) <i>CCM FACILITIES</i>	\$88.00	\$3,220.84
24/08/2019	00046500	Fire Extinguisher Replacement (17/06/2019) <i>CCM FACILITIES</i>	\$946.00	\$4,166.84
24/08/2019	00046821	Sprinkler Spanner Replacement <i>CCM FACILITIES</i>	\$151.80	\$4,318.64
06/09/2019	00047569	Essential Services Sep 19 <i>CCM FACILITIES</i>	\$198.28	\$4,516.92
04/10/2019	00048090	Essential Services Oct 19 <i>CCM FACILITIES</i>	\$198.28	\$4,715.20
07/11/2019	00048584	Essential Services Nov 19 <i>CCM FACILITIES</i>	\$198.28	\$4,913.48

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For the Financial Period 01/01/2019 to 31/12/2019

Essential Services (Continued)

Date	Ref.	Details	Amount	Balance
13/11/2019	00048772	Sprinkler Valve Replacement (11/11/2019) CCM FACILITIES	\$1,730.30	\$6,643.78
13/11/2019	00048771	Sprinkler Valve Isolation (11/11/2019) CCM FACILITIES	\$2,384.53	\$9,028.31
19/11/2019	00048815	Consumables supplied (04/11/2019) CCM FACILITIES	\$70.40	\$9,098.71
04/12/2019	00048964	Essential Services Dec 19 CCM FACILITIES	\$198.28	\$9,296.99
Total for Essential Services			\$9,296.99	

Fire Alarm Monitoring

Date	Ref.	Details	Amount	Balance
14/03/2019	751924	Fire Alarm Monitoring 10/03/2019 - 09/03/2020 ADT Fire Monitoring	\$1,753.22	\$1,753.22
Total for Fire Alarm Monitoring			\$1,753.22	

Gardens & Grounds

Date	Ref.	Details	Amount	Balance
18/01/2019	401-02551	Garden Maintenance (29/12/2018) Jim's Mowing - North Carrum	\$360.00	\$360.00
02/02/2019	2931	Tree Services (26/11/2018) O'CONNORS TREE SERVICES	\$2,860.00	\$3,220.00
12/02/2019	401-02587	Garden Maintenance (22/01/2019) Jim's Mowing - North Carrum	\$360.00	\$3,580.00
14/03/2019	IV00000000265	Garden Maintenance (20/02/2019) Jim's Mowing - North Carrum	\$360.00	\$3,940.00
04/04/2019	IV00000000317	Garden Maintenance (21/03/2019) Jim's Mowing - North Carrum	\$360.00	\$4,300.00
22/06/2019	IV00000000383	Garden Maintenance (14/05/2019) Jim's Mowing - North Carrum	\$360.00	\$4,660.00
24/08/2019	IV00000000413	Garden Maintenance (13/06/2019) Jim's Mowing - North Carrum	\$360.00	\$5,020.00
24/08/2019	IV00000000467	Garden Maintenance (29/07/2019) Jim's Mowing - North Carrum	\$360.00	\$5,380.00
04/09/2019	IV00000000354	Garden Maintenance (12/04/2019) Jim's Mowing - North Carrum	\$360.00	\$5,740.00
12/09/2019	IV00000000477	Garden Maintenance (30/08/2019) Jim's Mowing - North Carrum	\$360.00	\$6,100.00
23/10/2019	IV00000000507	Garden Maintenance (27/09/2019) Jim's Mowing - North Carrum	\$360.00	\$6,460.00
13/11/2019	IV00000000542	Garden Maintenance (25/10/2019) Jim's Mowing - North Carrum	\$360.00	\$6,820.00
13/12/2019	IV00000000593	Gardens & Grounds Jim's Mowing - North Carrum	\$360.00	\$7,180.00
Total for Gardens & Grounds			\$7,180.00	

Gas - Utility

Date	Ref.	Details	Amount	Balance
23/02/2019	7030622133-20/02/19	Gas 15/12/2018-18/02/2019 AGL BPAY 208868	\$839.53	\$839.53
09/04/2019	4	Adjustment - PS643381 AGL Gas Oct-Dec 18	\$545.89	\$1,385.42
30/04/2019	7030622133-24/04/19	Gas 19/02/2019-18/04/2019 AGL 208868	\$743.22	\$2,128.64
26/06/2019	7030622133-24/06/19	Gas 19/04/2019-20/06/2019 AGL BPAY 208868	\$992.41	\$3,121.05

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Gas - Utility (Continued)

Date	Ref.	Details	Amount	Balance
06/09/2019	7030622133-23/08/19	Gas 21/06/2019-19/08/2019 AGL BPAY 208868	\$1,220.94	\$4,341.99
22/10/2019	7030622133-18/10/19	Gas 20/08/2019-16/10/2019 AGL BPAY 208868	\$1,195.76	\$5,537.75
Total for Gas - Utility			\$5,537.75	

General Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
25/07/2019	347	Supply & Install timber door (08/07/2019) NOVELLO ENTERPRISES P/L T.as MTD	\$502.70	\$502.70
30/07/2019	INV-1185	Call out due to issue with circuits breakers (02/07/2019) THOMPSON ELECTRICAL SOLUTIONS PTY LTD	\$559.00	\$1,061.70
31/07/2019	84	Painting unit 45 (31/07/2019) NEIL PETER VENNI	\$2,000.00	\$3,061.70
04/09/2019	INV-2328	LED Tube lights (24/07/2019) ENERGY MAKEOVERS PTY LTD	\$90.00	\$3,151.70
08/11/2019	1326	Wire and installed PE cell to switch bank (04/11/2019) THOMPSON ELECTRICAL SOLUTIONS PTY LTD	\$1,565.00	\$4,716.70
Total for General Repairs & Maintenance			\$4,716.70	

Gutter Cleaning

Date	Ref.	Details	Amount	Balance
28/08/2019	57253A	Gutter Cleaning (26/08/2019) PORTERVAC	\$1,250.00	\$1,250.00
Total for Gutter Cleaning			\$1,250.00	

Insurance Premiums

Date	Ref.	Details	Amount	Balance
01/03/2019	251306	Residential Strata Insurance 27/02/2019-27/02/2020 Honan Insurance Group	\$5,595.26	\$5,595.26
31/05/2019	266892	Residential Strata Insurance 23/05/2019-27/02/2020 Honan Insurance Group	\$184.81	\$5,780.07
Total for Insurance Premiums			\$5,780.07	

Keys and Locks

Date	Ref.	Details	Amount	Balance
25/07/2019	INV-2256	Keys and Locks (19/07/2019) SAFETEC LOCKSMITHS	\$593.89	\$593.89
06/09/2019	21322	Keys and Locks (02/08/2019) Nash Locksmiths	\$302.18	\$896.07
Total for Keys and Locks			\$896.07	

Legal Expenses

Date	Ref.	Details	Amount	Balance
18/01/2019	917569	Legal Expenses Lease Termination (30/11/2018) HWL Ebsworth Lawyers	\$10,549.19	\$10,549.19
02/02/2019	202579	Legal Expenses 01/11/2018 - 31/12/2018 Watsons	\$4,149.75	\$14,698.94
14/02/2019	937448	Legal Expenses Lease Termination (31/01/2019) HWL Ebsworth Lawyers	\$306.35	\$15,005.29
26/02/2019	202670	Legal Expenses 01/01/2019 - 31/01/2019 Watsons	\$495.00	\$15,500.29
08/03/2019	942577	Legal Expenses Lease Termination (26/02/2019) HWL Ebsworth Lawyers	\$5,747.06	\$21,247.35

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Legal Expenses (Continued)

Date	Ref.	Details	Amount	Balance
15/03/2019	930819	Legal Expenses Lease Termination (15/01/2019) <i>HWL Ebsworth Lawyers</i>	\$482.35	\$21,729.70
21/03/2019	00000276	Legal Expenses Sep - Nov 18 <i>DINESH RATNAM</i>	\$5,468.65	\$27,198.35
24/03/2019	927747	Legal Expenses Lease Termination (21/12/2018) <i>HWL Ebsworth Lawyers</i>	\$4,858.15	\$32,056.50
26/03/2019	202752	Legal Expenses 01/02/2019 - 28/02/2019 <i>Watsons</i>	\$3,426.50	\$35,483.00
11/04/2019	957353	Legal Expenses Lease Termination (29/03/2019) <i>HWL Ebsworth Lawyers</i>	\$3,222.45	\$38,705.45
19/04/2019	202833	Legal Expenses 01/03/2019 - 31/03/2019 <i>Watsons</i>	\$4,987.13	\$43,692.58
02/07/2019	977180	Legal Expenses Lease Termination (23/05/2019) <i>HWL Ebsworth Lawyers</i>	\$459.25	\$44,151.83
04/07/2019	00557225	Legal Expenses (22/11/2017) <i>Svenson Barristers</i>	\$3,270.00	\$47,421.83
04/07/2019	202918	Legal Expenses 01/04/2019 - 30/04/2019 <i>Watsons</i>	\$7,562.50	\$54,984.33
10/07/2019	301553	Legal Expenses - Lot 36 Inv 301553 (02/07/2019) <i>Collection Corporation of Australia (CCA)</i>	\$37.40	\$55,021.73
10/07/2019	301550	Legal Expenses - Lot 12 Inv 301550 (02/07/2019) <i>Collection Corporation of Australia (CCA)</i>	\$37.40	\$55,059.13
10/07/2019	476	Lot# 36 Special Levy - Legal Expenses - Lot 36 Inv 301553	\$-37.40	\$55,021.73
10/07/2019	477	Lot# 12 Special Levy - Legal Expenses - Lot 12 Inv 301550	\$-37.40	\$54,984.33
25/07/2019	00000091	Legal Expenses (13/07/2018) <i>Svenson Barristers</i>	\$4,400.00	\$59,384.33
10/08/2019	995624	Legal Expenses Lease Termination (28/06/2019) <i>HWL Ebsworth Lawyers</i>	\$2,299.55	\$61,683.88
17/08/2019	202997	Legal Expenses 01/05/2019 - 31/05/2019 <i>Watsons</i>	\$4,675.00	\$66,358.88
20/08/2019	00006729	Legal Expenses (30/11/2018) <i>Svenson Barristers</i>	\$3,410.00	\$69,768.88
22/08/2019	1006225	Legal Expenses Lease Termination (31/07/2019) <i>HWL Ebsworth Lawyers</i>	\$421.85	\$70,190.73
04/09/2019	306684	Legal Expenses- Lot 36 Inv 306684 <i>Collection Corporation of Australia (CCA)</i>	\$220.00	\$70,410.73
05/09/2019	526	Lot# 36 Special Levy - Legal Expenses- Lot 36 Inv 306684	\$-220.00	\$70,190.73
11/09/2019	1017975	Legal Expenses Lease Termination (30/08/2019) <i>HWL Ebsworth Lawyers</i>	\$651.20	\$70,841.93
12/12/2019	1047615	Consultant Fees <i>HWL Ebsworth Lawyers</i>	\$440.00	\$71,281.93
Total for Legal Expenses			\$71,281.93	

Management Fee

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Management Fee (01/01/2019 - 31/01/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$918.75	\$918.75
01/01/2019	CORRECTIONS 18-19	Adj FC: Management Fee <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$327.24	\$1,245.99
01/02/2019	341	Management Fee (01/02/2019 - 28/02/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$918.75	\$2,164.74
01/03/2019	626	Management Fee (01/03/2019 - 31/03/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$918.75	\$3,083.49
01/04/2019	787	Management Fee (01/04/2019 - 30/04/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$918.75	\$4,002.24
01/05/2019	1084	Management Fee (01/05/2019 - 31/05/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$918.75	\$4,920.99

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Management Fee (Continued)

Date	Ref.	Details	Amount	Balance
04/06/2019	1352	Management Fee (01/06/2019 - 30/06/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$964.69	\$5,885.68
08/07/2019	1634	Management Fee (01/07/2019 - 31/07/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$964.69	\$6,850.37
07/08/2019	1830	Management Fee (01/08/2019 - 31/08/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$843.33	\$7,693.70
24/09/2019	2025	Management Fee (01/09/2019 - 30/09/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$1,308.29	\$9,001.99
14/10/2019	2202	Management Fee (01/10/2019 - 31/10/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$1,308.29	\$10,310.28
05/11/2019	2674	Management Fee (01/11/2019 - 30/11/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$1,308.29	\$11,618.57
04/12/2019	2973	Management Fee (01/12/2019 - 31/12/2019) <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$1,308.29	\$12,926.86
31/12/2019	CORRECTIONS 18-19	Adj FC: Management Fee <i>CIVIUM HOLDINGS (VIC) PTY LTD</i>	\$2,975.22	\$15,902.08
Total for Management Fee			\$15,902.08	

Plumbing & Drainage

Date	Ref.	Details	Amount	Balance
21/02/2019	515	Plumbing & Drainage (14/02/2019) <i>Ironmongers</i>	\$632.50	\$632.50
24/05/2019	9484	Plumbing & Drainage (20/05/2019) <i>Gallant Plumbing</i>	\$181.50	\$814.00
18/06/2019	560	Plumbing & Drainage (14/06/2019) <i>Ironmongers</i>	\$5,500.00	\$6,314.00
20/06/2019	9194	Plumbing & Drainage (07/05/2019) <i>Gallant Plumbing</i>	\$247.32	\$6,561.32
03/07/2019	571	Plumbing & Drainage (26/06/2019) <i>Ironmongers</i>	\$1,569.70	\$8,131.02
16/07/2019	583	Plumbing & Drainage (15/07/2019) <i>Ironmongers</i>	\$913.00	\$9,044.02
23/07/2019	584	Plumbing & Drainage (18/07/2019) <i>Ironmongers</i>	\$317.90	\$9,361.92
15/11/2019	INV-4455	Plumbing & Drainage (29/10/2019) <i>COMPLETE PROPERTY SOLUTIONS (AUST) PTY LTD</i>	\$865.00	\$10,226.92
Total for Plumbing & Drainage			\$10,226.92	

Rent Expenses

Date	Ref.	Details	Amount	Balance
20/08/2019	PS409045Y/0718	U45 Jul 18 <i>Virginia Scharmberg</i>	\$1,222.04	\$1,222.04
20/08/2019	PS409045Y/0918U 45	U45 Sep 18 <i>Virginia Scharmberg</i>	\$830.25	\$2,052.29
20/08/2019	PS409045Y/0818	U41 Aug 18 <i>Virginia Scharmberg</i>	\$830.25	\$2,882.54
20/08/2019	PS409045Y/0918	U41 Sep 18 <i>Virginia Scharmberg</i>	\$830.25	\$3,712.79
20/08/2019	PS409045Y/1018	U41 Oct 18 <i>Virginia Scharmberg</i>	\$830.25	\$4,543.04
20/08/2019	PS409045Y/0819	U45 Aug 18 <i>Virginia Scharmberg</i>	\$1,222.04	\$5,765.08
20/08/2019	PS409045Y/0718	U41 July 18 <i>Virginia Scharmberg</i>	\$830.25	\$6,595.33
20/08/2019	PS409045Y/1018	U45 Oct 18 <i>Virginia Scharmberg</i>	\$1,222.04	\$7,817.37

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Rent Expenses (Continued)

Date	Ref.	Details	Amount	Balance
29/08/2019	PS409045Y/0119	U45 Jan 19 Virginia Scharmberg	\$1,222.04	\$9,039.41
29/08/2019	PS409045Y/0119U 41	U41 Jan 19 Virginia Scharmberg	\$830.25	\$9,869.66
29/08/2019	PS409045Y/0219U 45	U45 Feb 19 Virginia Scharmberg	\$1,222.04	\$11,091.70
29/08/2019	PS409045Y/1218U 41	U41 Dec 18 Virginia Scharmberg	\$830.25	\$11,921.95
29/08/2019	PS409045Y/1118	U41 Nov 18 Virginia Scharmberg	\$830.25	\$12,752.20
29/08/2019	PS409045Y/0219	U41 Feb 19 Virginia Scharmberg	\$830.25	\$13,582.45
29/08/2019	PS409045Y/1218	U45 Dec 18 Virginia Scharmberg	\$1,222.04	\$14,804.49
29/08/2019	PS409045Y/1118U 45	U45 Nov 18 Virginia Scharmberg	\$1,222.04	\$16,026.53
02/09/2019	PS409045Y/0918.1	U45 Short Paid First Invoice Sep 19 Virginia Scharmberg	\$391.79	\$16,418.32
12/09/2019	PS409045Y/0319	U41 March 19 Virginia Scharmberg	\$830.25	\$17,248.57
12/09/2019	PS409045Y/0319	U45 March 19 Virginia Scharmberg	\$1,222.04	\$18,470.61
23/09/2019	PS409045Y/0419	U45 April 19 Virginia Scharmberg	\$1,222.04	\$19,692.65
03/10/2019	PS409045Y/0419U 41	U41 April 19 Virginia Scharmberg	\$830.25	\$20,522.90
23/10/2019	U45190501	U45 May 19 Virginia Scharmberg	\$1,222.04	\$21,744.94
23/10/2019	U41190501	U41 May 19 Virginia Scharmberg	\$830.25	\$22,575.19
01/11/2019	U45190601	U45 Jun 19 Virginia Scharmberg	\$1,222.04	\$23,797.23
01/11/2019	U41190601	U41 Jun 19 Virginia Scharmberg	\$830.25	\$24,627.48
09/11/2019	U45190701	U45 Jul 19 Virginia Scharmberg	\$1,222.04	\$25,849.52
09/11/2019	U41190701	U41 Jul 19 Virginia Scharmberg	\$830.25	\$26,679.77
13/11/2019	U41190801	U41 Aug 19 Virginia Scharmberg	\$830.25	\$27,510.02
13/11/2019	U45190801	U45 Aug 19 Virginia Scharmberg	\$1,222.04	\$28,732.06
13/11/2019	U41190901	U41 Sep 19 Virginia Scharmberg	\$830.25	\$29,562.31
13/11/2019	U45190901	U45 Sep 19 Virginia Scharmberg	\$1,222.04	\$30,784.35
15/11/2019	U45191101	U45 Nov 19 Virginia Scharmberg	\$1,222.04	\$32,006.39
15/11/2019	U41191001	U41 Oct 19 Virginia Scharmberg	\$830.25	\$32,836.64
15/11/2019	U45191001	U45 Oct 19 Virginia Scharmberg	\$1,222.04	\$34,058.68

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Expenses & Other Income - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Rent Expenses (Continued)

Date	Ref.	Details	Amount	Balance
15/11/2019	U41191101	U41 Nov 19 Virginia Scharmberg	\$830.25	\$34,888.93
11/12/2019	U41191201	U41 Dec 19 Virginia Scharmberg	\$830.25	\$35,719.18
12/12/2019	U45191201	Rent Expenses Virginia Scharmberg	\$1,222.04	\$36,941.22
Total for Rent Expenses			\$36,941.22	

Roofing Repairs & Maintenance

Date	Ref.	Details	Amount	Balance
29/11/2019	925	Roof Repair (26/11/2019) Domain Maintenance & Construction	\$2,068.00	\$2,068.00
Total for Roofing Repairs & Maintenance			\$2,068.00	

Sundry Expenses

Date	Ref.	Details	Amount	Balance
12/08/2019	L.K. 190812AV	Reimbursement: Misc Anita (08/08/2019) LEON KATZ	\$40.00	\$40.00
21/11/2019	L.K. 191121AV	Reimbursement: Misc (19/11/2019) Geoffrey Keenan	\$45.59	\$85.59
Total for Sundry Expenses			\$85.59	

Taxation Reporting (Civium)

Date	Ref.	Details	Amount	Balance
31/12/2019	CORRECTIONS 18-19	Adj FC: Tax Preparation CIVIUM HOLDINGS (VIC) PTY LTD	\$143.00	\$143.00
Total for Taxation Reporting (Civium)			\$143.00	

Trades Compliance

Date	Ref.	Details	Amount	Balance
01/01/2019	223	Trades Compliance (01/01/2019 - 31/01/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$9.17
01/02/2019	341	Trades Compliance (01/02/2019 - 28/02/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$18.34
01/03/2019	626	Trades Compliance (01/03/2019 - 31/03/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$27.51
01/04/2019	787	Trades Compliance (01/04/2019 - 30/04/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$36.68
01/05/2019	1084	Trades Compliance (01/05/2019 - 31/05/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.17	\$45.85
04/06/2019	1352	Trades Compliance (01/06/2019 - 30/06/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.63	\$55.48
08/07/2019	1634	Trades Compliance (01/07/2019 - 31/07/2019) CIVIUM HOLDINGS (VIC) PTY LTD	\$9.63	\$65.11
31/12/2019	CORRECTIONS 18-19	Adj FC: Trades Compliance CIVIUM HOLDINGS (VIC) PTY LTD	\$-65.11	\$0.00
Total for Trades Compliance			\$0.00	

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

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Expenses & Other Income - O/Corp PS409045Y

14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2019 to 31/12/2019

Waste collection

Date	Ref.	Details	Amount	Balance
08/01/2019	090692881812	Trade Waste Dec 18 <i>JJ Richards & Sons</i>	\$581.40	\$581.40
02/02/2019	090692881901	Trade Waste Jan 19 <i>JJ Richards & Sons</i>	\$244.80	\$826.20
02/03/2019	090692881902	Trade Waste Feb 19 <i>JJ Richards & Sons</i>	\$244.80	\$1,071.00
04/04/2019	090692881903	Trade Waste Mar 19 <i>JJ Richards & Sons</i>	\$306.00	\$1,377.00
04/06/2019	090692881905	Trade Waste May 19 <i>JJ Richards & Sons</i>	\$244.80	\$1,621.80
12/07/2019	090692881906	Trade Waste Jun 19 <i>JJ Richards & Sons</i>	\$550.80	\$2,172.60
11/08/2019	090692881907	Trade Waste Jul 19 <i>JJ Richards & Sons</i>	\$280.20	\$2,452.80
10/09/2019	090692881908	Trade Waste Aug 19 <i>JJ Richards & Sons</i>	\$315.60	\$2,768.40
09/10/2019	090692881909	Trade Waste Sep 19 <i>JJ Richards & Sons</i>	\$394.50	\$3,162.90
30/10/2019	090692881910	Trade Waste Oct 19 <i>JJ Richards & Sons</i>	\$315.60	\$3,478.50
28/11/2019	090692881911	Trade Waste Nov 19 <i>JJ Richards & Sons</i>	\$315.60	\$3,794.10
Total for Waste collection			\$3,794.10	

Water - Utility

Date	Ref.	Details	Amount	Balance
14/02/2019	6357203-25/01/19	Water Rates 23/10/2018-22/01/2019 <i>SOUTH EAST WATER</i>	\$527.70	\$527.70
02/05/2019	6357203-29/04/19	Water Rates 22/01/2019-23/04/2019 <i>SOUTH EAST WATER</i>	\$478.80	\$1,006.50
10/08/2019	6357203-24/07/19	Water Rates 23/04/2019-19/07/2019 <i>SOUTH EAST WATER</i>	\$752.05	\$1,758.55
29/10/2019	6357203-24/10/19	Water Rates 19/07/2019-23/10/2019 <i>SOUTH EAST WATER</i>	\$1,463.45	\$3,222.00
Total for Water - Utility			\$3,222.00	

Total for Administrative Fund - Expenses

\$207,350.11

Maintenance Fund - Other Income

Total for Maintenance Fund - Other Income

\$0.00

Maintenance Fund - Expenses

Total for Maintenance Fund - Expenses

\$0.00

Civium Holdings VIC Proposed Budget for Owners Corporation PS409045Y

14 Sandpiper Place FRANKSTON

Prepared by Civium Holdings VIC (ABN 35135248047)

39/574 Plummer Street PORT MELBOURNE VIC 3207 Ph 1300724256 Fax

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Administrative Fund	Proposed Budget (01/01/2020-31/12/2020)	Current Actual (01/01/2019-31/12/2019)	Current Budget (01/01/2019-31/12/2019)
Expense			
Accounting Service Provision/ATO Compliance	\$0.00	\$0.00	\$540.00
Arrears Recovery Costs	\$0.00	\$132.00	\$0.00
Audit Fees	\$0.00	\$0.00	\$506.00
Bank Charges (Transaction Fees)	\$0.00	\$0.00	\$0.00
Banking Management	\$0.00	\$0.00	\$540.00
Building Repairs & Maintenance	\$0.00	\$1,468.73	\$0.00
Bundled Disbursements	\$2,100.00	\$(170.63)	\$2,100.00
Cleaning	\$10,000.00	\$9,860.00	\$5,000.00
Consultant Fees	\$0.00	\$0.00	\$0.00
Electricity - Utility	\$16,000.00	\$15,984.37	\$7,000.00
Essential Services	\$5,000.00	\$9,296.99	\$2,500.00
Fencing Repairs & Maintenance	\$0.00	\$0.00	\$0.00
Fire Alarm Monitoring	\$1,980.00	\$1,753.22	\$1,800.00
Fire Protection - Repairs/Replacements	\$0.00	\$0.00	\$0.00
GST Payment/Refund*	\$0.00	\$0.00	\$0.00
Gardens & Grounds	\$4,500.00	\$7,180.00	\$4,320.00
Gas - Utility	\$6,500.00	\$5,537.75	\$4,500.00
General Repairs & Maintenance	\$5,000.00	\$4,716.70	\$7,884.00
Gutter Cleaning	\$1,300.00	\$1,250.00	\$0.00
Insurance Premiums	\$6,000.00	\$5,780.07	\$5,500.00
Keeping of Keys & Swipe Cards	\$0.00	\$0.00	\$0.00
Keys and Locks	\$1,800.00	\$896.07	\$0.00
Legal Expenses	\$0.00	\$71,281.93	\$40,000.00
Management Fee	\$13,000.00	\$15,902.08	\$11,960.00
Plumbing & Drainage	\$5,000.00	\$10,226.92	\$1,500.00
Public Officer	\$0.00	\$0.00	\$110.00
Rent Expenses	\$0.00	\$36,941.22	\$0.00
Roofing Repairs & Maintenance	\$0.00	\$2,068.00	\$0.00
Security	\$3,000.00	\$0.00	\$0.00
Sundry Expenses	\$0.00	\$85.59	\$0.00
Tax Return and Public Officer Fee	\$0.00	\$0.00	\$0.00
Taxation Reporting (Civium)	\$0.00	\$143.00	\$0.00
Trades Compliance	\$99.00	\$0.00	\$240.00
Transfer Between Funds	\$0.00	\$0.00	\$0.00
Waste collection	\$7,500.00	\$3,794.10	\$4,000.00
Water - Utility	\$6,000.00	\$3,222.00	\$0.00
TOTAL ADMIN FUND	\$94,779.00	\$207,350.11	\$100,000.00
Increase/Reduce ADMIN FUND	\$5,221.00	\$0.00	\$0.00
TOTAL ADMIN BUDGET	\$100,000.00		\$100,000.00

Civium Holdings VIC
Proposed Budget for Owners Corporation PS409045Y

14 Sandpiper Place FRANKSTON

Prepared by Civium Holdings VIC (ABN 35135248047)

39/574 Plummer Street PORT MELBOURNE VIC 3207 Ph 1300724256 Fax

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Maintenance Fund	Proposed Budget (01/01/2020-31/12/2020)	Current Actual (01/01/2019-31/12/2019)	Current Budget (01/01/2019-31/12/2019)
Expense			
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$0.00
Maintenance Fund Levy	\$10,000.00	\$0.00	\$0.00
Transfer Between Funds	\$0.00	\$0.00	\$0.00
TOTAL MAINT FUND	\$10,000.00	\$0.00	\$0.00
TOTAL MAINT BUDGET	\$10,000.00		\$0.00



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

COVERFORCE INSURANCE BROKING NSW
LEVEL 12/ 9 CASTLEREAGH STREET
SYDNEY NSW 2000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006041179
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	27/02/2020 to 27/02/2021 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 409045
Situation	14 SANDPIPER PLACE FRANKSTON VIC 3199

Policies Selected

Policy 1 – Insured Property

Building: \$3,000,000

Common Area Contents: \$30,000

Loss of Rent & Temporary Accommodation (total payable): \$450,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$250,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$450,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$67,500

Escalation in Cost of Temporary Accommodation: \$22,500

Cost of Removal, Storage and Evacuation: \$22,500

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date of Issue 28/02/2020

This certificate confirms that on the date of issue noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Civium Holdings VIC

39/574 Plummer Street PORT MELBOURNE VIC 3207 ABN: 35135248047

Ph: 1300724256 Email: levies@civium.com.au

Printed: 12/06/2020 08:57 am User: Alex Richards

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Balance Sheet - O/Corp PS409045Y 14 SANDPIPER PLACE, FRANKSTON, VIC 3199

For the Financial Period 01/01/2020 to 12/06/2020

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OWNERS CORPORATION 409045Y	\$(4,167.83)	\$18,496.53	\$14,328.70
Macquarie Bank BSB: 183-334 Acc No: 246969182			
Levies Receivable	\$25,410.00	\$3,446.62	\$28,856.62
Total Assets	\$21,242.17	\$21,943.15	\$43,185.32
Liabilities			
Accounts Payable (GST Free)	\$5,704.92	\$0.00	\$5,704.92
Paid in Advance	\$1,978.83	\$218.59	\$2,197.42
Unidentified Deposits	\$3,404.02	\$0.00	\$3,404.02
Total Liabilities	\$11,087.77	\$218.59	\$11,306.36
Net Assets	\$10,154.40	\$21,724.56	\$31,878.96
Owners Funds			
Opening Balance	\$24,111.40	\$5,048.51	\$29,159.91
Net Income For The Period	\$(13,957.00)	\$16,676.05	\$2,719.05
Total Owners Funds	\$10,154.40	\$21,724.56	\$31,878.96



Reference: 3-2020-ICOU
Enquiries: Con Adamidis
E-mail: info@frankston.vic.gov.au
Telephone: 1300 322 322

3-Apr-2020

Civium Property Group
Suite 39
574 Plummer Street,
PORT MELBOURNE VIC 3207

Dear Sir/Madam,

BUILDING NOTICE

Com Prop 14 Sandpiper Place, Frankston 3199, 14 Sandpiper Place, Frankston 3199

Following an inspection by Con Adamidis, on **13 March 2020** at 14 Sandpiper Place, Frankston 3199, revealed an alleged **Change of Use & Non-Operational Essential Safety Measures**. An opinion has been formed that there has been a contravention of the Building Act 1993 and/or Building Regulations 2018.

A check of Council's building permit register showed that no building permit had been lodged at (or issued by) Council, for building work at the abovementioned address. Building works carried out without a Permit constitutes a breach of the Building Act, accordingly a **Building Notice** dated 3-Apr-2020 ("the notice") has been issued, pursuant to section 106 of the Building Act 1993.

Under Section 236 (4C) of the Building Act 1993, the Owners Corporation to whom a Building Notice is served must provide a copy of the Building Notice to each lot owner of the property.

You are required to justify to Council within **90 days** outlining why the building work that has been carried out without a building permit should not be removed. It is recommended that you complete the attached "Owners Response to Building Notice". If you do not show sufficient cause within this time a Building Order may be served. You must read the information Notes at the back of the Notice to assist you.

Yours faithfully,

Con Adamidis
Building Inspector

BUILDING NOTICE

This Building Notice is served under Section 106 of the Building Act 1993



opportunity » growth » lifestyle

TO: THE OWNERS:
Units 1-45 & Common Property – PS 409045
14 Sandpiper Place
FRANKSTON VIC 3199

TO: OWNERS CORPORATION:
Civium Property Group
Suite 39
574 Plummer Street
PORT MELBOURNE VIC 3207

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

Number	Street	Suburb	Postcode
Com Prop 14 Sandpiper Place, Frankston, VIC 3199			
Lot S2/Lots 1-45/CM1	(PS 409045)	Volume/Folio CT-10371/686 - 10371/732	
Crown Allotment	Section	Parish	County
Municipal District Frankston City Council			

FROM: Mathew Hopwood-Glover

WHEREAS:

1. I am the **Delegate of the Municipal Building Surveyor** of Frankston City Council and am authorised to cause a Building Notice under section 106 of the *Building Act 1993* ("Act").
2. I caused an inspection to be carried out by Con Adamidis IN-U 40812 on **13 March 2020** at approximately **9.00am**.
3. A check of council records failed to find evidence of **building permits** being issued for the building work.
4. **Under Section 236 (4C) of the Building Act 1993, the Owners Corporation to whom a Building Notice is served must provide a copy of the Building Notice to each lot owner of the property.**

5. Pursuant to section 106 of the Act I am of the opinion that:

5.1. the use of the building contravenes the *Building Regulations* 2018 in that:

5.1.1. a **Building Permit** and **Occupancy Permit** were not obtained for the change of use from a Class 3 – Age care {sic **Class 9(c) – Aged care building**} to a **Class 3 – Common place of long term living for a term living for a number of unrelated persons** without first complying with the requirements of **Regulation 229**.

5.2. building work has been carried out on the building without a building permit required by Section 16 of the *Building Act* 1993 in that:

5.2.1. a **Building Permit** was not obtained for the current essential safety measure works occurring at the building including the new interconnected fire alarms to bedrooms and corridors, a new fire indicator panel (FIP) & new alarm signalling equipment (ASE).

5.3. the building contravenes the *Building Regulations* 2018 in that:

5.3.1. the **Occupancy Permit** and attached **Essential Safety Measures List** were not on display as required by **Regulation 197**; and

5.3.2. the owner did not provide onsite the **Annual Essential Safety Measures Report** and all maintenance records (including logbooks) for emergency lighting, exit doors and firefighting equipment as required by **Regulation 223 & 225**.

5.4. the building is a **danger** to the life, **safety** or **health** of any member of the public or of any **person using the building**, in that:

5.4.1. the **entry door** to the building which is also used as the main exit swings into the existing foyer and does not allow an occupant from safely escaping a fire when passing other occupancies, contrary to **Part D2.20 of the Building Code of Australia Volume One**; and

5.4.2. the **entry main exit door** also contains locks & handles that severely delay a person from evacuating the building in an emergency as required by **Regulation 228** of the *Building Regulations* 2018; and

5.4.3. the **entry doors** of each occupancy that open directly into a public corridor used as the only exit path, do not contain suitable fire separation or self-closing devices to protect any other occupant from safely escaping a fire when passing other occupancies, contrary to **Part C3.11 of the Building Code of Australia Volume One**; and

5.4.4. the **entry doors** to some units contain locks & knob type handles that severely delay a person from evacuating the building in an emergency as required by **Regulation 228** of the *Building Regulations* 2018; and

- 5.4.5. the building is not provided with adequate **hardwired smoke detectors** located in the sole-occupancies, corridors, hallways associated with a bedroom and area(s) between bedroom(s) are not operational, contrary to **Specification E2.2a of the Building Code of Australia Volume One**; and
- 5.4.6. the Fire Brigade is not provided with early warning of a fire outbreak in the building in order to safely evacuate occupants and combat the fire from spreading due to the automatic warning system (**Alarm Signalling Equipment**) being disconnected and not regularly monitored; and
- 5.4.7. the **Fire Fighting Equipment** (including sprinklers, hydrants & extinguishers) has not been adequately **maintained** to a safe level to ensure the safe use and effective operation by Fire Brigade & Occupants (as applicable) to extinguish a fire and carry out safe evacuation procedures as required by **Regulation 225** of the *Building Regulations* 2018; and
- 5.4.8. the building from the main common area to the front northern exit door is not provided with an adequate **exit sign** to assist the occupants to safely egress the building in the event of an emergency or power outage contrary to **Part E4.6 of the Building Code of Australia Volume One**; and
- 5.4.9. existing **smoke doors to corridors** do not contain smoke seals and do not self-close (including upon early activation of a smoke alarm) to segregate smoke and fire to provide occupants sufficient time to safely evacuate the building contrary to **Specification C3.4 of the Building Code of Australia Volume One**; and
- 5.4.10. the **common walls** and **ceilings** separating the communal kitchen and managers office areas to separate occupancy unit number 45 are not suitably **fire separated** to restrict the spread of fire in order to protect and provide additional time for the occupants to safely evacuate, contrary to **Specification C1.1 – 4 of the Building Code of Australia Volume One**; and
- 5.4.11. the entry doors accessing separate occupancy unit number 45 from communal kitchen and managers office areas do not contain suitable fire separation or self-closing devices to protect any other occupant from safely escaping a fire when passing other occupancies, contrary to **Part C3.11 of the Building Code of Australia Volume One**; and
- 5.4.12. **Suitable exhaust ductwork** has not been provided above all existing **ovens/hot plates** to occupancies so that they may discharge directly outside in accordance with **Australia Standard AS3666.1 & Part F4 of the Building Code Australia Volume One**.

6. The previously mentioned are the reasons why this Notice was issued.

NOW THEREFORE TAKE NOTICE THAT:

7. You are required to **SHOW CAUSE** within 90 days of the date of service of this Notice:
 - 7.1. why **occupation & use** of the building should not be prohibited as a **Class 3 – Common place of long term living for a number of unrelated persons**; and
 - 7.2. why you should not obtain and display a copy of the **Building Permit** and **Occupancy Permit** for the **proposed change of use** including an **Essential Safety Measures List** all to the satisfaction of the Municipal Building Surveyor; and
 - 7.3. why you should not **reinstate** the building back to its original **approved condition** as a Class 3 – Age care {sic **Class 9(c) – Aged care building**}; and
 - 7.4. why you should not obtain a **Building Permit** for the **current essential safety measures works occurring at the building**; and
 - 7.5. why you should not provide a copy of the current completed **Annual Essential Safety Measures Report**; and
 - 7.6. why you should not provide **maintenance records** (including logbooks) of the Essential Safety Measures as required by AS 1851 including:
 - i. exit Doors
 - ii. emergency lighting
 - iii. illuminated Exit Signs
 - iv. fire Extinguishers
 - v. hydrants (including 3 & 6 year test (old buildings) & 5 year (new building)
 - vi. sprinklers (including 12 year & 24 year tests)
 - vii. sprinkler Booster system
 - viii. hydrant/Sprinkler pumps
 - ix. smoke alarm system
 - 7.7. why you should not carry out following **work** in relation to the building:
 - 7.7.1. **re-swing** the main front entry exit door towards the direction of travel to allow an occupant from safely escaping a fire when passing other occupancies; and
 - 7.7.2. **install** compliant single keyless downward or **pushing action door handle device** (located between 900mm-1100mm above floor level) to the **front entry exit door** so that it can be readily opened in an emergency from the side facing a person seeking egress from the building in accordance with **Part D2.21** of the Building Code Australia Volume One; and
 - 7.7.3. install **self-closing, tight fitting, solid core doors at least 35mm thick doors** to all **entry doorways of each occupancy** in accordance with **Part C3.11** of the Building Code of Australia - Volume One; and

- 7.7.4. install a compliant single keyless downward or **pushing action door handle device** (located between 900mm-1100mm above floor level) to the **front unit doors** so that it can be readily opened in an emergency from the side facing a person seeking egress from the building in accordance with **Part D2.21 of the Building Code Australia Volume One**; and
- 7.7.5. install an **independent hardwired smoke alarm system** to all **sole occupancy units**, in accordance with **AS 3786** and **Specification E2.2a of the Building Code of Australia Volume One**; and
- 7.7.6. install a suitable **independent automatic warning system** on the detection of smoke or fire in the **common areas** of the building so that they may safely evacuate, in accordance with **AS 1670** and **Specification E2.2a of the Building Code of Australia Volume One**; and
- 7.7.7. install an **Alarm Signalling Equipment (ASE)** to the building and provide written confirmation from a monitoring authority that the ASE is currently connected and monitored.
- 7.7.8. **submit a copy of the Certificate of Electrical Safety and Inspection Certificate of Compliance** from a registered electrician for the re-activation/installation of the items mentioned above in **6.7.5, 6.7.6 & 6.7.7**; and
- 7.7.9. provide the **tests results** of 5 yearly pressures & flow tests for the **sprinkler system** in accordance with **AS 2118.4** and **Part E1.5 of the Building Code of Australia Volume One**; and
- 7.7.10. provide **3 year flow test** and **6 year flow test** on the **hydrants** to **AS 1851**; and
- 7.7.11. provide an **exit sign** to the main common area to assist the occupants to safely egress the building in the event of an emergency or power outage through the front northern exit door; and
- 7.7.12. provide **smoke seals** to **smoke doors in corridors** and ensure they self-close (including upon early activation of a smoke alarm) to segregate smoke and fire to provide occupants sufficient time to safely evacuate the building; and
- 7.7.13. install suitable **Fire Rated Level (FRL) building elements to common walls & ceilings** that extends to the underside of the roof covering for the existing separate occupancy unit number 45; and
- 7.7.14. install **self-closing, tight fitting, solid core doors at least 35mm thick** to doors accessing separate occupancy unit number 45 from communal kitchen and managers office; and
- 7.7.15. install **suitable exhaust ductwork** above all **ovens/hot plates** that discharge directly outside of the **Building Code Australia 2019 Volume One**; and

Important Note: Item 7.7 is not a directive to carry out building work, nor does it authorise any person to carry out building work.

DATED THIS 3rd DAY OF APRIL 2020

BUILDING NOTICE SERVED BY:



Signed: _____

Mathew Hopwood-Glover
Deputy Municipal Building Surveyor
Delegate of Municipal Building Surveyor
Frankston City Council
30 Davey Street Frankston VIC 3199
Telephone: 1300 322 322 E-mail: Info@Frankston.vic.gov.au

BUILDING NOTICE NUMBER: 3-2020-ICOU

Information Notes:

What is a Building Notice?

A Building Notice is a “show cause” Notice which gives the owner an opportunity to provide information and details justifying why certain work or procedures should not be carried out. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?

A Building Officer of the Frankston City Council has recently inspected the property/land and identified either general safety deficiencies or aspects that do not comply with the *Building Act 1993* or *Building Regulations 2018*. Under section 212 of the ‘Act’, Council is responsible for enforcement provisions including Section 106 of the *Building Act 1993*. The Municipal Building Surveyor also has a duty of care and is responsible to give the owner an opportunity to justify why certain works or procedures should not be carried out.

What are you required to do?

It is in the owner’s best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively, submit a submission agreeing to undertake the works. A submission should include a schedule of works containing details of how and when the works will be completed. It is important to respond to **all** items and address them individually. Please find attached an Owners Response to Building Notice form to assist you with your submission.

In regard to certain matters, it is in the owner’s best interest to engage a suitable professional to act on his/her behalf to achieve clear resolution. If the matters raised in the notice are of a technical nature, an informed technical justification from a competent professional in the relevant field may be required. If you require advice on suitable professional fields, please contact the Council on 1300 322 322 Please ask for the officer listed for enquiries on the covering letter.

It is important that no work is carried out until an agreement is reached between the owner and the Municipal Building Surveyor, unless safety aspects require immediate attention which will generally be represented in a separate emergency order.

Consideration of your statements

The Municipal Building Surveyor or delegated representative will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the Thirty (30) day period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled **or**, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions **or**, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, should compliance with a Building Order not be achieved, penalties will be determined in the Magistrates Court.

What if you do nothing?

The intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor or delegate. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued based on the original observations, and generally contain all the directions detailed in the notice.

Appeals to the Building Appeals board

Under Section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice or a failure within a reasonable time, or refusal, to cancel a notice. For further information on the appeal process please visit the Building Appeals Board website <http://www.buildingappeals.vic.gov.au/> or contact via email at registry@buildingappeals.vic.gov.au or telephone 1300 421 082. Pursuant to section 146 of the Act and regulation 271 of the Regulations, the prescribed appeal period is 30 days from the date of the notice.

Frankston Magistrates Court

Frankston City Council frequently attends court to penalise owners in regard to breaches of the *Building Act 1993*. It is in the owners' best interest to resolve the subject issues and work with Frankston City Council rather than be convicted for breaching sections of the *Building Act 1993*. Penalties issued by Frankston Magistrate Court for failure to comply generally range from \$2000 - \$60,000 plus any costs incurred by Frankston City Council.

Owners Response to Building Notice

We hope the contents of this document has aided in your understanding of the Building Notice process. Attached is a form to aid you in your written statements. We strongly encourage you to complete this form or compile something of a similar nature and return within the designated time period. If you have any further queries, please contact the Council on telephone number 1300 322 322.

Subsequent Owners of the Land

Pursuant to section 236 of the Act, this building notice is binding on every subsequent owner of the land.

Additional Building Permit

You are required to obtain a Building Permit prior to the commencement of any building works.

The Crown & Public Authorities

Pursuant to Division 6 of the Act, this building notice, any building order or other order, infringement, penalty is not enforceable on the Crown and Public Authority. However, if it relates to a **licensee** or **lessee** of crown land, then enforcement and Part 8 of the Act will apply as if the licensee or lessee were an owner.

Owners Response to Building Notice

I, _____ owner of the building/land located at Com Prop 14 Sandpiper Place, Frankston 3199, 14 Sandpiper Place, Frankston 3199, wish to submit the following response to the Building Notice 3-2020-ICOU dated 3 April 2020. Please note, all items have been individually addressed and are numbered in accordance with the numbering used in the stated Building Notice.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

If you intend to comply how long before the works will be completed?

Date: _____

Signature: _____ **Date:** _____

Rules for Owners Corporation PS409045Y

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 Leasing where the whole subdivision has a designated use

All Owners of a lot on the Plan of Subdivision must grant a Lease of their lot to the Owners Corporation on terms and conditions as prescribed by the Owners Corporation from time to time.

Example

Where the Plan of Subdivision has or will have a designated purpose of use e.g. A Supported Residential Service, Refuge, Immigrant Accommodation Centre, Student Residential Collage and the tenant is required to have full control, the lot owners would be required to enter a lease covering all lots and the common area.

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*.

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

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- (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
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(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.

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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.

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / NEST LEGAL

Your Reference:	204660
Certificate No:	38944557
Issue Date:	11 JUN 2020
Enquiries:	ESYSPROD

Land Address: UNIT 42, 14 SANDPIPER PLACE FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26455843	42	409045	10371	727	\$0.00

Vendor: RAYMOND ALLEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
RAYMOND JOHN ALLEN	2020	\$45,000	\$0.00	\$0.00	\$0.00

Comments:

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:	\$45,000
SITE VALUE:	\$45,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 38944557

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 = \$45,000

Calculated as \$0 plus (\$45,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 38944557

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: 38944557

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 June 2020 01:49 PM

PROPERTY DETAILS

Address: **42/14 SANDPIPER PLACE FRANKSTON 3199**
Lot and Plan Number: **Lot 42 PS409045**
Standard Parcel Identifier (SPI): **42\PS409045**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **229799**
Planning Scheme: **Frankston**
Directory Reference: **Melway 103 A4**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

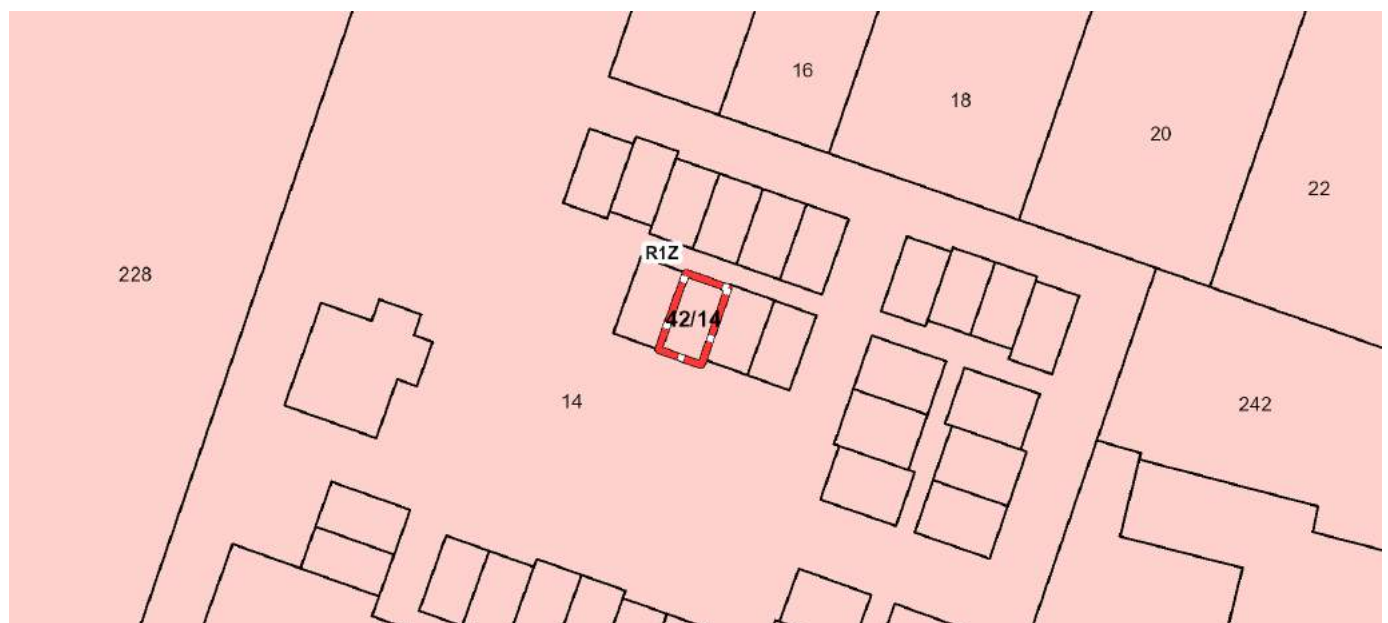
[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **FRANKSTON**

Planning Zones

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

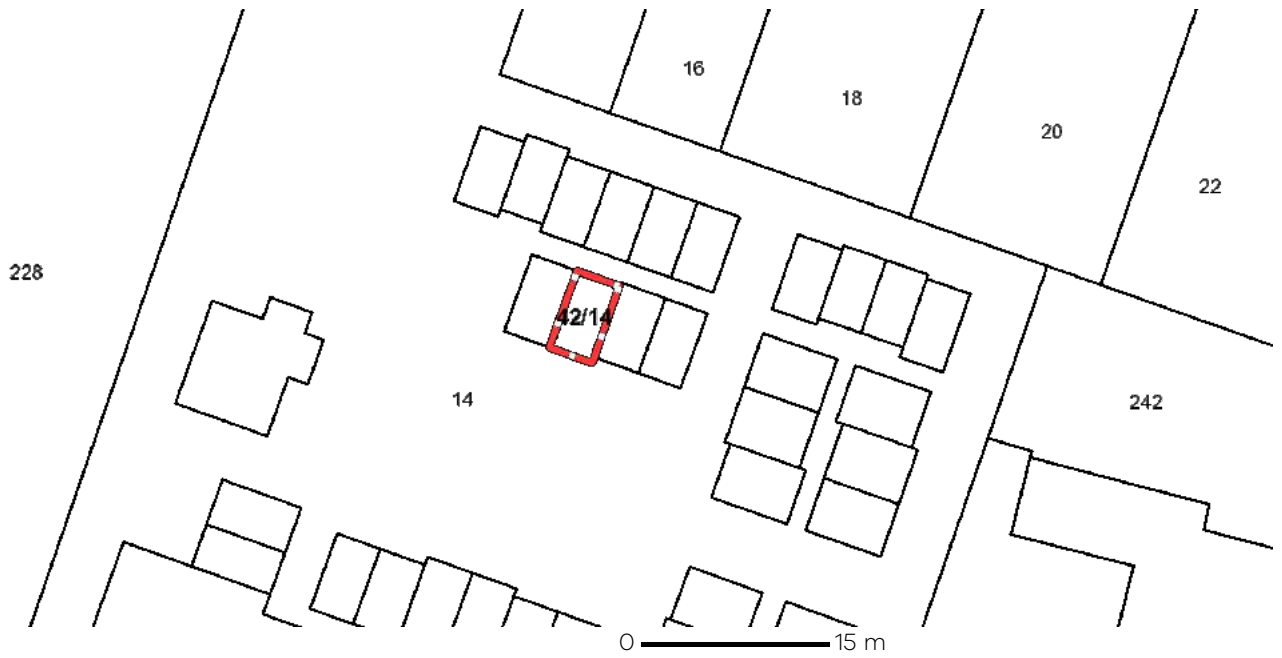


R1Z - Residential 1

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

Planning Overlays

No planning overlay found



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

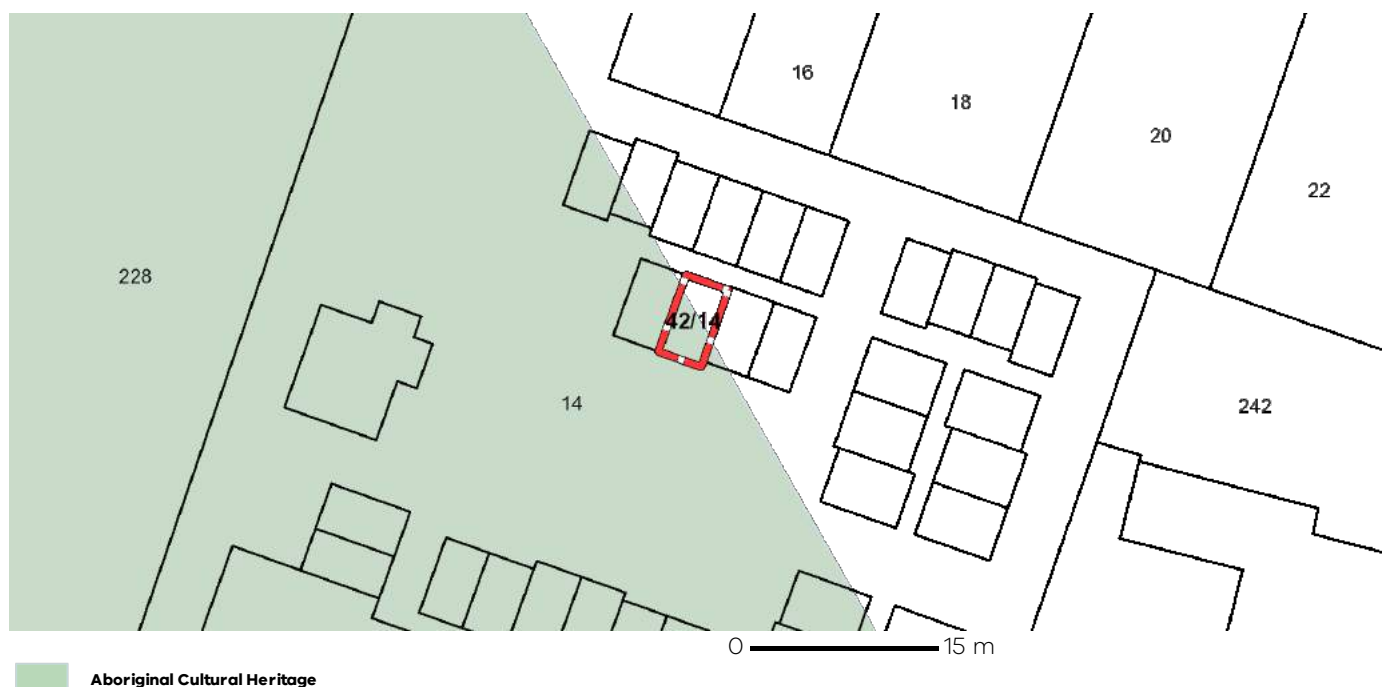
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 10 June 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>

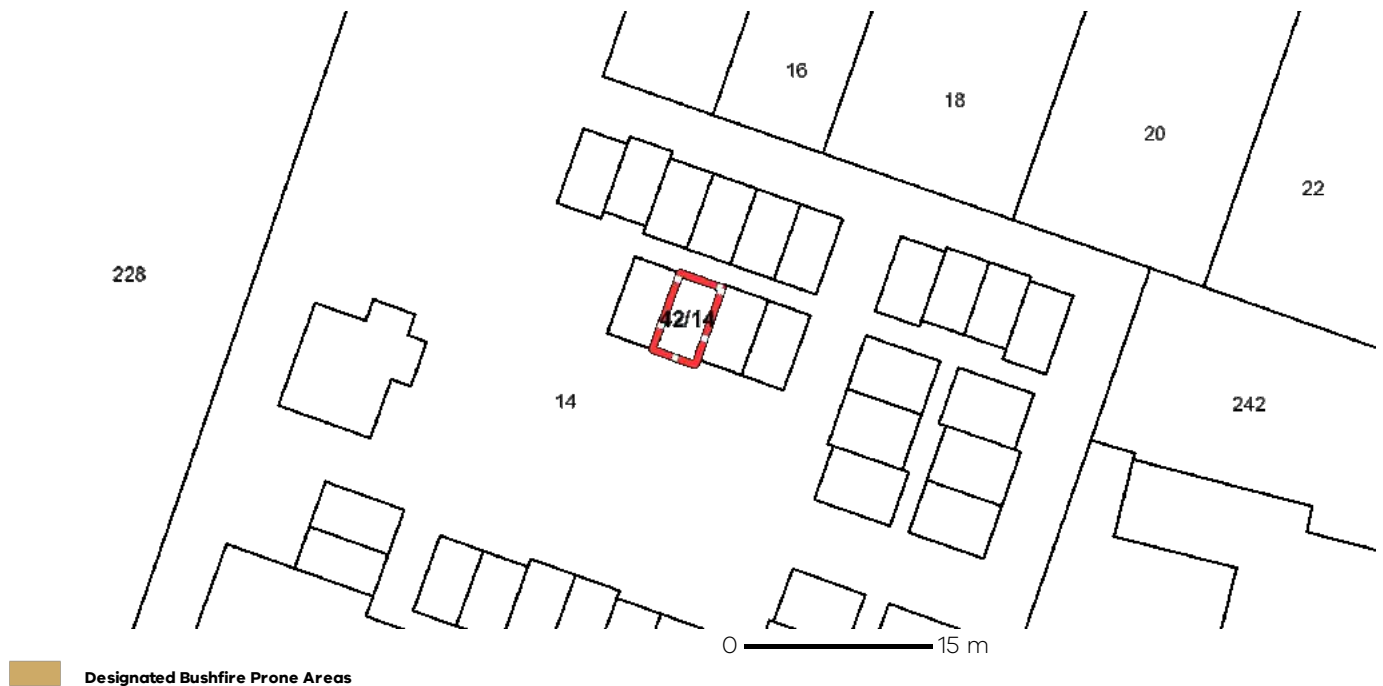
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>