

# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

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

.....

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print name(s) of person(s) signing:** LILIA VIKTOROVNA MECHKOVA

State nature of authority, if applicable:

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

### Particulars of sale

#### Vendor's estate agent

IN2PROPERTY PTY LTD

Email: [ilana@invest2day.com.au](mailto:ilana@invest2day.com.au)

Tel:                                      Mob: 0411 604 087      Fax:                                      Ref:

#### Vendor

LILIA VIKTOROVNA MECHKOVA

#### Vendor's legal practitioner or conveyancer

##### RET Conveyancing Pty Ltd

262 St Kilda Rd, St Kilda VIC 3182

PO Box 383, Elsternwick VIC 3185

Email: [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Tel: 03 9534 3422                      Mob:                                      Fax: 03 9534 3444                      Ref: GK:IS

#### 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	11955	Folio	345	215	742761K
Volume		Folio			

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **214/405 Neerim Rd, Carnegie 3163**

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

Blinds, light fittings & fixed floor coverings as inspected.

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

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

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

**Lease** (general condition 5.1)

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

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked



# Special Conditions

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

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

## 1. AUCTION

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation, which modify or replace those rules.

### **Auctioneer Statements At Public Auctions:**

(i) Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2005 and any additional conditions that were made available for inspection before the start of the auction.

- (ii) The auction rules permit the making of bids on behalf of the vendor.
- (iii) The law prohibits the making of vendor bids other than by me as the auctioneer.
- (iv) During the auction I will say "VENDOR BID" when I make bids on the vendor's behalf.
- (v) I will indicate bidders on request.
- (vi) The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
- (vii) The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
- (viii) The law provides for substantial penalties for any person who engages in prohibited conduct.

## 2. IDENTITY

The Purchaser hereby admits the identity of the Property as identical with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend Title or to bear or to contribute to the expense of any amendment of Title.

## 3. RESTRICTIONS AND ENCUMBRANCES

The Property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) listed in Item (1) of the Schedule.

## 4. SUBJECT TO CONDITIONS OF PLANNING PERMITS

The Purchaser accepts the Property subject to any existing planning restrictions affecting the Property pursuant to the provisions of:

- (a) any act, environment planning instrument or deemed environmental planning instrument; or
- (b) any resolution of any council made or hereafter made under the Local Government Act, Planning and Environment Act, Town & Country Planning Act or the Environment Protection Act; and
- (c) in particular any planning permits annexed hereto.

The Purchaser takes title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or re-zoning of the Property or any part(s) thereof or any area within which the Property or any part(s) thereof is or are situated pursuant to any of the provisions in (a) to (c) above.

## 5. CONDITION OF PROPERTY

The Purchaser acknowledges that:

- (a) any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- (b) the Purchaser has purchased the Property as a result of the Purchaser's own inspection and inquiries and accepts it in its present condition and state of repair and subject to all faults and defects both latent or patent at the day of sale and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters (including but not limited to title to the Property, the suitability of the Property for any particular use or the condition of the Property).

## **6. ACKNOWLEDGMENTS**

The Purchaser acknowledges that prior to the execution of this or any other contract agreement or document whatsoever in relation to the purchase of the Land the Purchaser received from the Vendor or the Vendor's agent:

- (a) the Vendor's Statement signed by the Vendor in accordance with Section 32 of the Sale of Land Act 1962; and
- (b) a copy of this Contract.
- (c) That he has inspected the rules of conduct of the auction which have been on display.

## **7. REASONABLE EXPENSES**

- (a) The Purchaser acknowledges that:
  - (i) if the Purchaser fails to complete the purchase of the Property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
  - (ii) the losses and expenses described in paragraph (b) are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 7(a) of this Contract.
- (b) The Purchaser, in addition to the interest chargeable under this Contract shall pay or reimburse the Vendor on demand for:
  - (i) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement; and
  - (ii) legal costs and expenses as between solicitor and client.

## **8. STAMP DUTY INDEMNITY**

The Purchaser agrees to indemnify and will keep the Vendor indemnified at all times hereafter against all liabilities, claims, proceedings and penalties whatsoever under the Duties Act 2000 relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the Property.

## **9. WARRANTIES EXCLUSION**

It is agreed that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's Agent except such as are made conditions of this Contract.

## **10. GUARANTEE OF COMPANY**

If the within-named Purchaser is a company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a company which is so listed), it agrees that it will at its own cost and within seven (7) days from the Day of Sale, procure and deliver to the Vendor or the Vendor's Solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors or such other persons as the Vendor may at its discretion by prior written agreement with the Purchaser agree to and duly stamped.

A breach of this Special Condition by the Purchaser will entitle the Vendor to rescind this Contract as set out in General condition 28.

## **11. INTEREST PAYABLE ON DEFAULT**

If the Purchaser defaults in payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 15% per annum computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor. General condition 26. does not apply.

## **12. SUBSTITUTION OF NOMINEE**

General Condition 18 shall apply in relation to the right of the Purchaser to nominate a substitute or additional Purchaser.

## **13. JURISDICTION**

This Contract shall be construed and take effect in accordance with and with the rights and obligations of the parties hereto shall be governed by the law of the State of Victoria, which is the proper law of this Contract. The Vendor and the Purchaser hereby irrevocably submit to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie therefrom and the Vendor and the Purchaser agree that any writ of summons or other process shall be served in Australia at the party's address for service under this Contract.

## **14. RESIDENCY STATUS**

The Purchaser warrants that Purchaser is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to purchase the Property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine, costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.

## **15. ENTIRE AGREEMENT**

- (a) The only information, representations and warranties (if any) by the Vendor, the Vendor's agent or the Vendor's solicitor relied upon by the Purchaser are those expressly contained in this Contract.
- (b) This Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous negotiations.

#### **16. SWIMMING POOL**

If the property contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that:

- i. The purchaser must comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and 2018 ("Regulations"); and
- ii. The purchaser must ensure that there is a safety barrier installed and that such Safety Barrier complies with Regulation 5.13 of the Regulations (or any regulation imposed in the future by any regulatory authority which relates to pool safety barriers); and
- iii. The purchaser must register the pool with the local council immediately upon settlement and obtain any relevant Certificate of Compliance as it falls due; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor against any non-compliance of any regulation by the Vendor from the day of sale.

#### **17. WINDFALL GAINS TAX ("WGT")**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is \$10,000,000.00 or less, then this Special Condition shall apply and in this condition :-

17.1 "WGT Act" means The Windfalls Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021; and

17.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under the Planning and Environment Act, 1987, occurring on or after 1st of July 2023.

17.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

17.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

17.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

17.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

17.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

#### **18. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

## **General Conditions**

### **Contract signing**

#### **1. ELECTRONIC SIGNATURE**

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

#### **2. LIABILITY OF SIGNATORY**

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

#### **3. GUARANTEE**

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

#### **4. NOMINEE**

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

### 7. IDENTITY OF THE LAND

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

### 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and

settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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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 is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act* 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

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



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

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

## **19. GST**

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

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

## **32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

DATED

2024

**LILIA VIKTOROVNA MECHKOVA**

to

---

**CONTRACT OF SALE OF LAND**

---

**Property: 214/405 Neerim Rd, Carnegie 3163**

**RET CONVEYANCING PTY LTD**

262 St Kilda Rd  
St Kilda Vic 3182

Tel: 95343422  
Fax: 03 9534 3444  
Ref: IS:IS

---

**LILIA VIKTOROVNA MECHKOVA**

**AND**

**AND**

---

**DEED OF GUARANTEE OF CONTRACT**

---

**RET Conveyancing Pty Ltd**

262 St Kilda Rd

St Kilda VIC 3182

262 St Kilda Rd

St Kilda VIC 3182

Email: [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Ref: IS:IP:MECHKOVA

---



**THIS DEED** dated                      day of                      2024

**BETWEEN      LILIA VIKTOROVNA MECHKOVA**

of 70A Wheturangi Road, Greenlane, , New Zealand 1051  
(Vendor)

**AND** of (Purchaser)

**AND** of (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

---

**EXECUTED AS A DEED**

**SIGNED SEALED & DELIVERED BY** )  
**LILIA VIKTOROVNA MECHKOVA** in )  
the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

**SIGNED SEALED & DELIVERED BY** )  
in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

**SIGNED SEALED & DELIVERED BY** )  
in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

214/405 Neerim Rd, Carnegie 3163

Vendor's name

Lilia Viktorovna Mechkova

Date

4/5/2024

Vendor's  
signature



Purchaser's  
name

Date

/ /

Purchaser's  
signature

Purchaser's  
name

Date

/ /

Purchaser's  
signature

## 1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

☐

### 3.3. Designated Bushfire Prone Area

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

☐

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

### 4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

### 4.2. Agricultural Chemicals

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

Not Applicable.

### 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:

Not Applicable.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

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

## 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

#### 10.2. Staged Subdivision

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

Not Applicable.

#### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 11955 FOLIO 345

Security no : 124114519229F  
Produced 29/04/2024 11:19 AM

### LAND DESCRIPTION

Lot 215 on Plan of Subdivision 742761K.

PARENT TITLES :

Volume 05031 Folio 163      Volume 06780 Folio 853      Volume 11545 Folio 453

Created by instrument PS742761K 09/02/2018

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LILIA VIKTOROVNA MECHKOVA of 70A WHETURANGI ROAD GREENLANE AUCKLAND 1051 NEW  
ZEALAND  
AQ804460W 08/03/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ804461U 08/03/2018

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT as to part A417771 11/10/1957

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 PS742761K 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: FLAT 214 405 NEERIM ROAD CARNEGIE VIC 3163

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 12/04/2018

### OWNERS CORPORATIONS

The land in this folio is affected by



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

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Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS742761K  
OWNERS CORPORATION 2 PLAN NO. PS742761K

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS742761K</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
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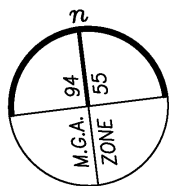
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PLAN OF SUBDIVISION			EDITION 1	PS 742761K						
<p><b>PARISH:</b> PARISH OF PRAHRAN EAST OF ELSTERNWICK AT CAULFIELD</p> <p><b>TOWNSHIP:</b> —</p> <p><b>SECTION:</b> 8 8</p> <p><b>CROWN ALLOTMENT:</b> — A (PART)</p> <p><b>CROWN PORTION:</b> A (PART) —</p> <p><b>TITLE REFERENCE:</b> VOL 11545 FOL 453, VOL 6780 FOL 853 &amp; VOL 5031 FOL 163</p> <p><b>LAST PLAN REFERENCE:</b> TP897799C (LOT 1), TP157530E (LOT 1) &amp; TP677141Q (LOT 1)</p> <p><b>POSTAL ADDRESS:</b> 401–407 NEERIM ROAD (at time of subdivision) CARNEGIE VIC 3163</p> <p><b>MGA 94 CO-ORDINATES:</b> E 329 900 Zone: 55 (approx. centre of land in plan) N 5804 570</p>			<p>Council Name: Glen Eira City Council</p> <p>Council Reference Number: GE/CRT-6802/2017 Planning Permit Reference: GE/PP-30581/2017 SPEAR Reference Number: S102910V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Brooke Mathews for Glen Eira City Council on 19/01/2018</p> <p>Statement Of Compliance issued: 24/01/2018</p>							
VESTING OF ROADS AND/OR RESERVES			NOTATIONS							
IDENTIFIER	COUNCIL/BODY/PERSON		<p><b>STAGING</b> This <del>is</del>/is not a staged subdivision Planning Permit No.</p> <p><b>DEPTH LIMITATION</b> DOES NOT APPLY</p> <p><b>SURVEY</b> This plan is/<del>is not</del> based on survey This survey has been connected to permanent marks no(s) — In Proclaimed Survey Area No. —</p>							
NIL	NIL		<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES MARKED 'E'. MEDIAN: BOUNDARIES MARKED 'M'. INTERIOR FACE: ALL OTHER BOUNDARIES.</p> <p>COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS &amp; COMMON PROPERTY No. 2 AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES EXCEPT THOSE MARKED 'E' OR 'M'.</p> <p>ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p>							
<p>— // // // — DENOTES STRUCTURE (NON BOUNDARY)</p> <p>B - BALCONY</p> <p>C OF G - CHANGE OF GRADE</p> <p>CPNo.1 - COMMON PROPERTY No. 1</p> <p>CPNo.2 - COMMON PROPERTY No. 2</p> <p>PT - PART (LOT)</p> <p>P - PROJECTION OF UNDERSIDE OF CEILING</p> <p>T - TERRACE</p>										
EASEMENT INFORMATION										
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.										
<p><b>LEGEND:</b> E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement</p>										
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF						
<p><b>Bosco Jonson Pty Ltd</b> A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>		<p>LICENSED SURVEYOR CHRISTOPHER POWELL</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DATE 12/12/17</td> <td style="width: 33%;">REFERENCE 30846003</td> <td style="width: 34%;">ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td>VERSION J</td> <td>DRAWING 3084600AJ</td> <td>SHEET 1 OF 11 SHEETS</td> </tr> </table> <p>Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd), Surveyor's Plan Version (J), 12/12/2017, SPEAR Ref: S102910V</p>			DATE 12/12/17	REFERENCE 30846003	ORIGINAL SHEET SIZE A3	VERSION J	DRAWING 3084600AJ	SHEET 1 OF 11 SHEETS
DATE 12/12/17	REFERENCE 30846003	ORIGINAL SHEET SIZE A3								
VERSION J	DRAWING 3084600AJ	SHEET 1 OF 11 SHEETS								
		<p>PLAN REGISTERED</p> <p>TIME: 9:56am DATE: 9/02/18</p> <p>Assistant Registrar of Titles G Venn</p>								

# PLAN OF SUBDIVISION

PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD

SEE FOLLOWING DIAGRAMS FOR  
LOT AND COMMON PROPERTY DETAILS.

SITE PLAN  
DIAGRAM 1

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

ORIGINAL SHEET SIZE A3

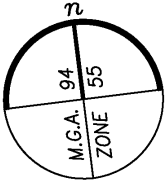
SHEET 2

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Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

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Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

# PLAN OF SUBDIVISION

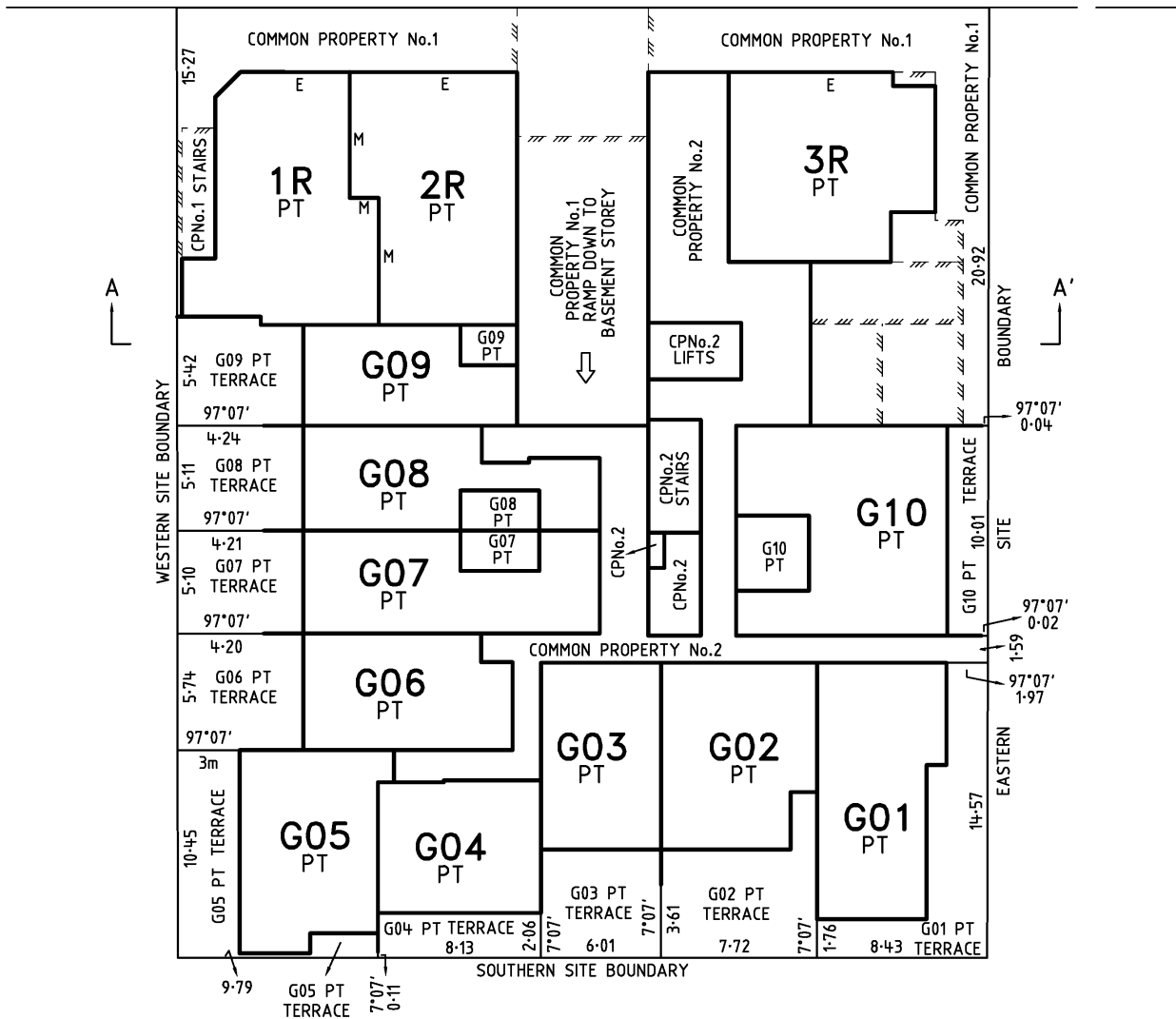
PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD



GROUND STOREY  
DIAGRAM 2

**Bosco Jonson Pty Ltd**  
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16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

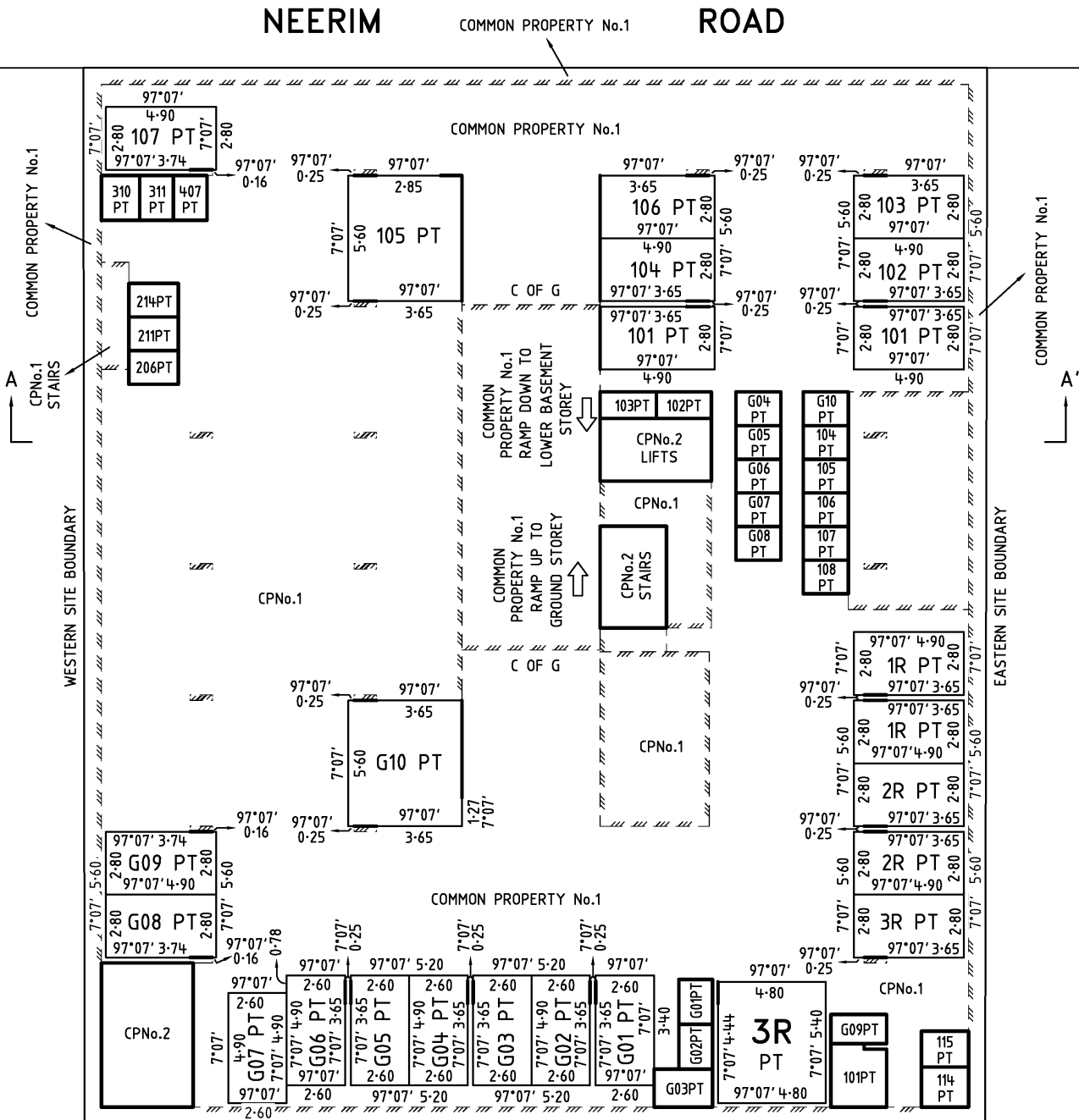
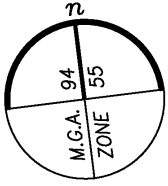
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ORIGINAL SHEET SIZE A3  
SHEET 3

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Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

**PS 742761K**



BASEMENT STOREY  
DIAGRAM 3

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



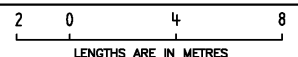
LICENSED SURVEYOR CHRISTOPHER POWELL

DATE 12/12/17  
VERSION J

REFERENCE	30846003
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Surveyor's Plan Version (J),  
12/12/2017. SPEAR Ref: S102910V

SCALE  
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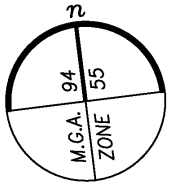
ORIGINAL SHEET SIZE A3

SHEET 4

Digitally signed by:  
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19/01/2018,  
SPEAR Ref: S102910V

# PLAN OF SUBDIVISION

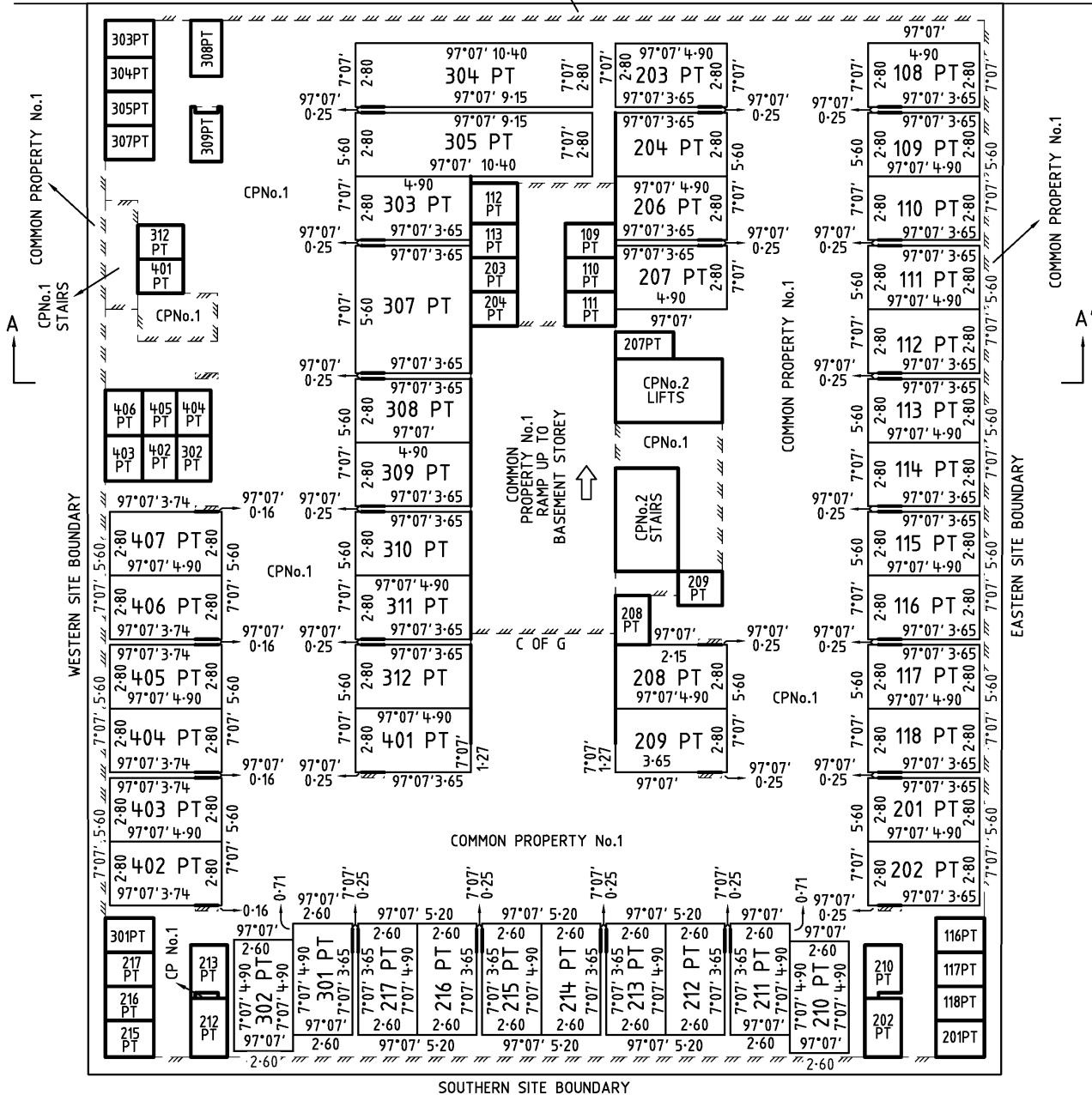
PS 742761K



NEERIM

ROAD

COMMON PROPERTY No.1



LOWER BASEMENT STOREY  
DIAGRAM 4

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:200

2 0 4 8  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

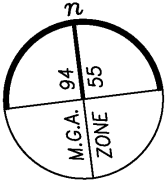
ORIGINAL SHEET SIZE A3  
SHEET 5

Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

# PLAN OF SUBDIVISION

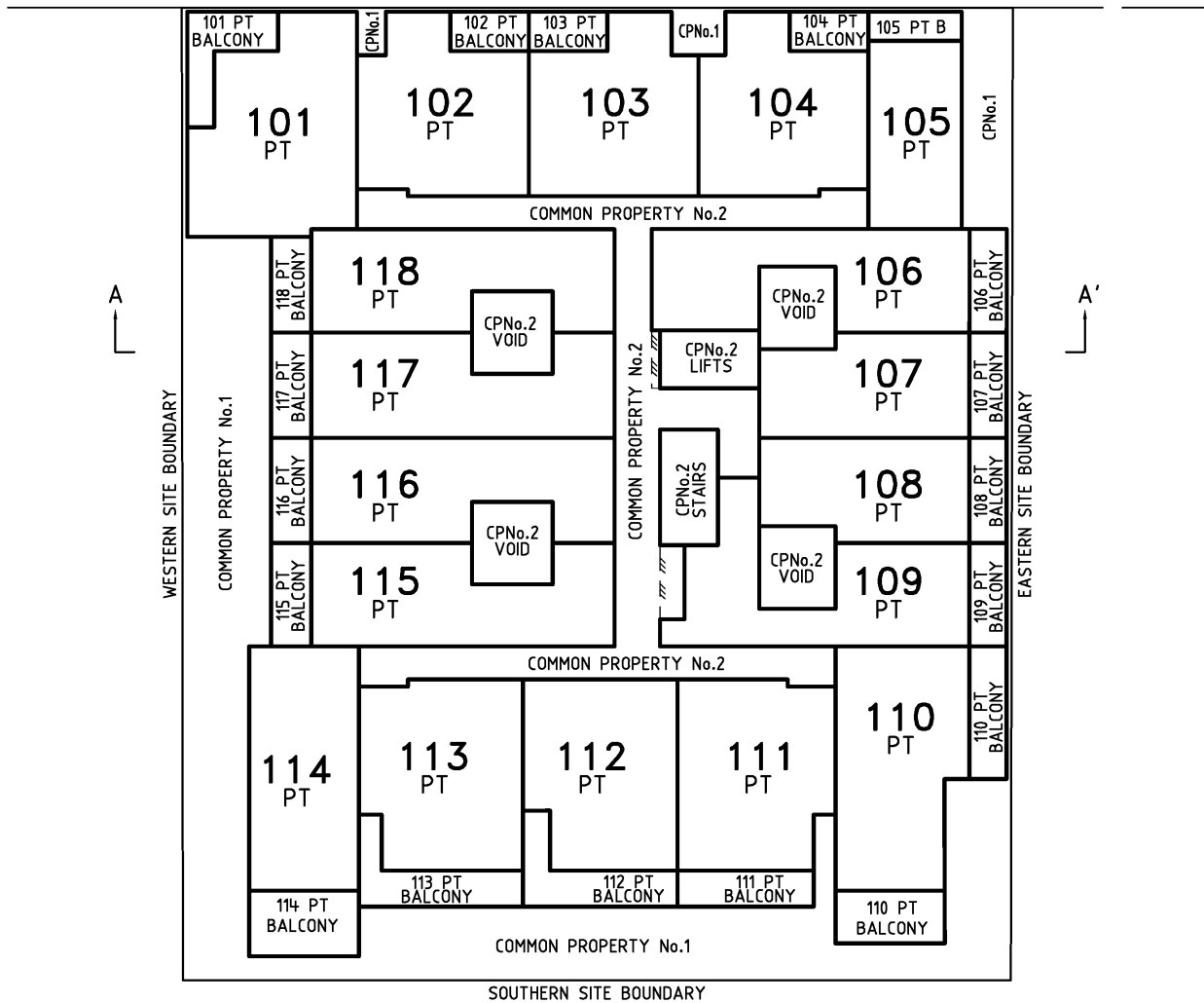
PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD



FIRST STOREY  
DIAGRAM 5

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

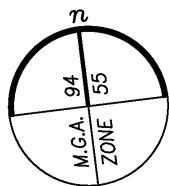
ORIGINAL SHEET SIZE A3  
SHEET 6

Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

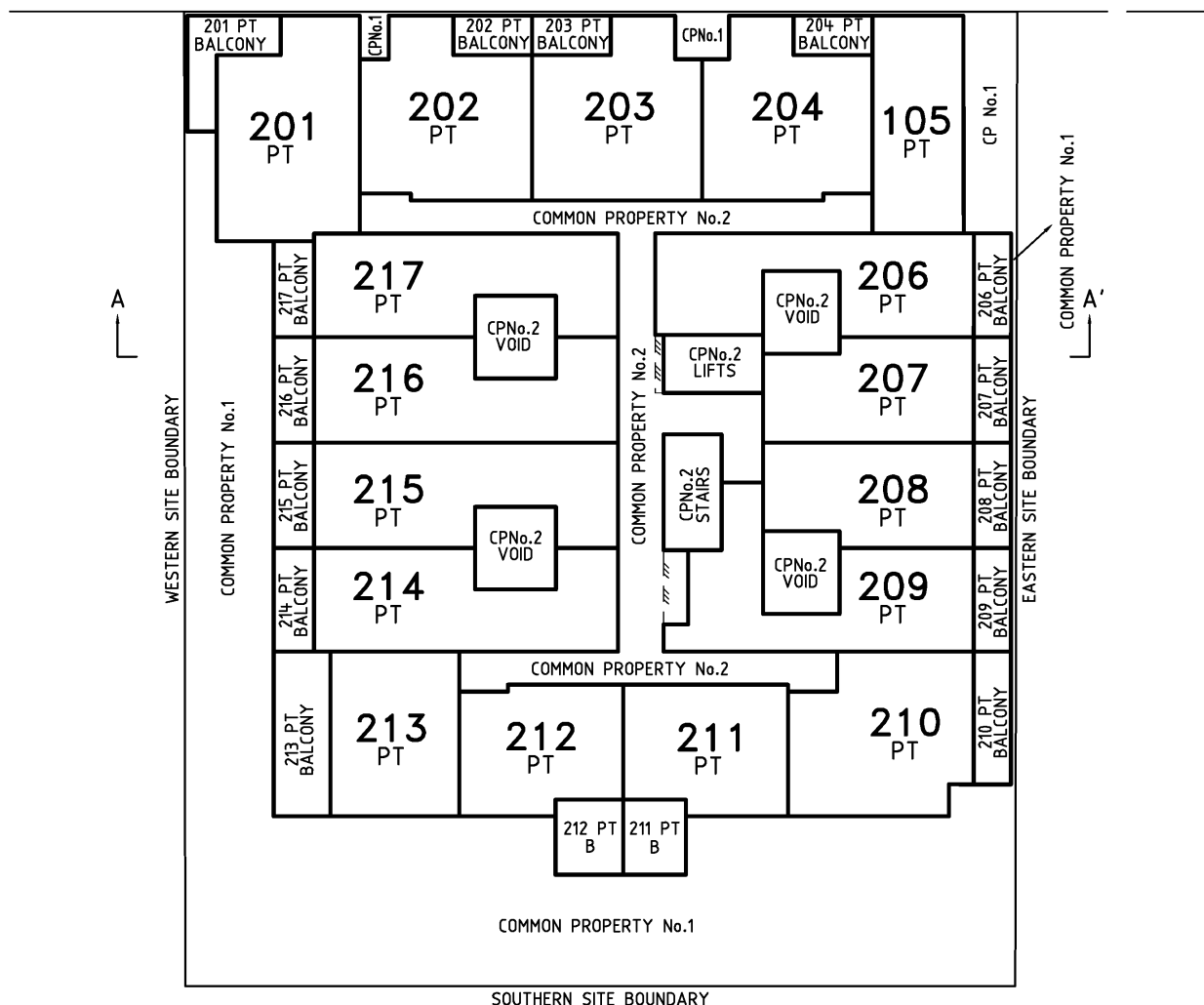
# PLAN OF SUBDIVISION

PS 742761K



NEERIM

ROAD



MURRUMBEENA ROAD

SECOND STOREY  
DIAGRAM 6

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

ORIGINAL SHEET SIZE A3  
SHEET 7

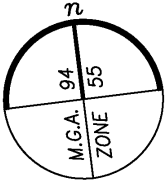
Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V



# PLAN OF SUBDIVISION

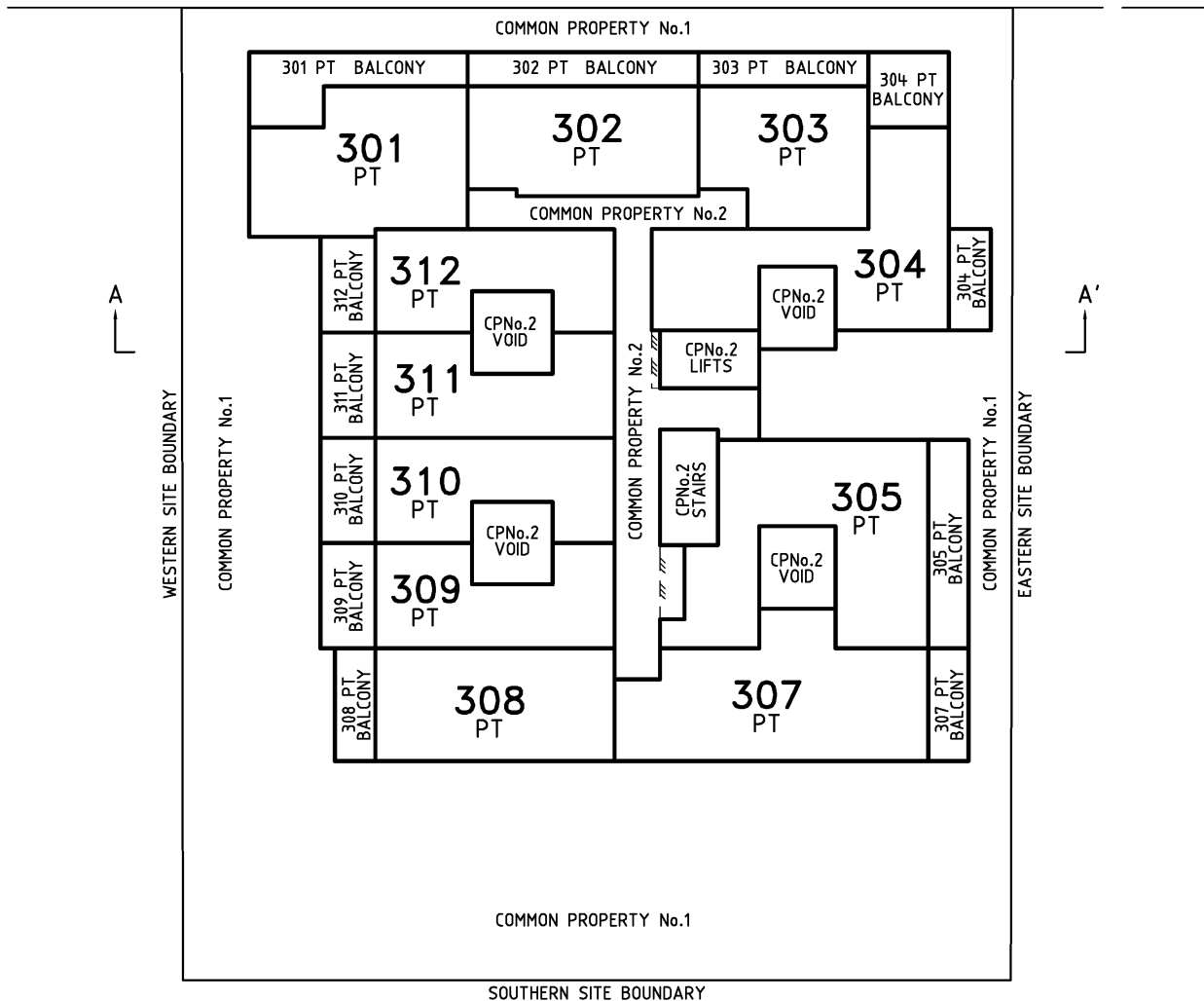
PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD



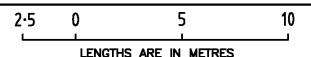
THIRD STOREY  
DIAGRAM 7

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250



DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

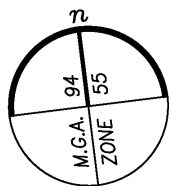
ORIGINAL SHEET SIZE A3  
SHEET 8

Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

# PLAN OF SUBDIVISION

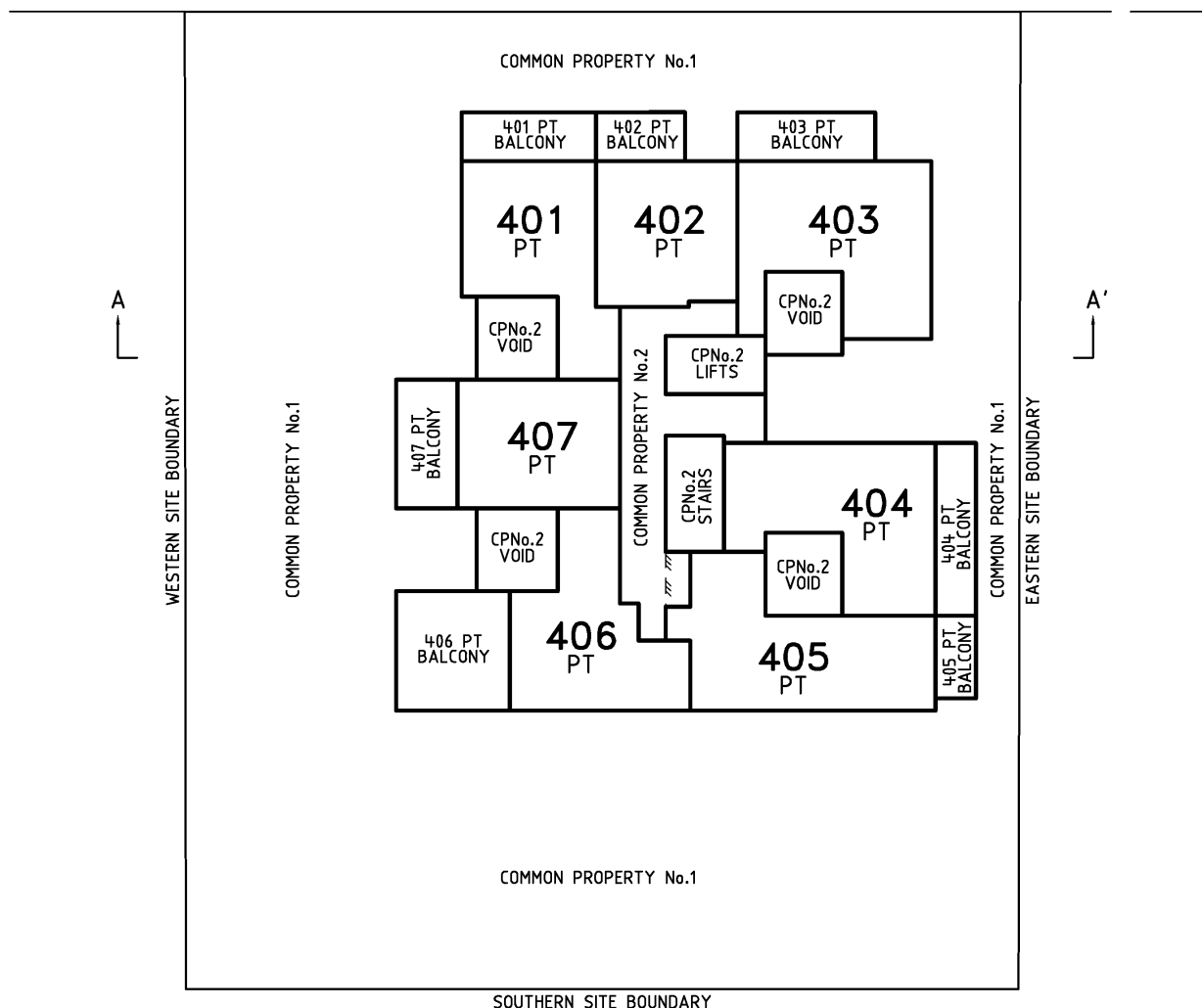
PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD



FOURTH STOREY  
DIAGRAM 8

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

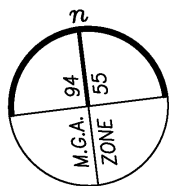
ORIGINAL SHEET SIZE A3  
SHEET 9

Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V

# PLAN OF SUBDIVISION

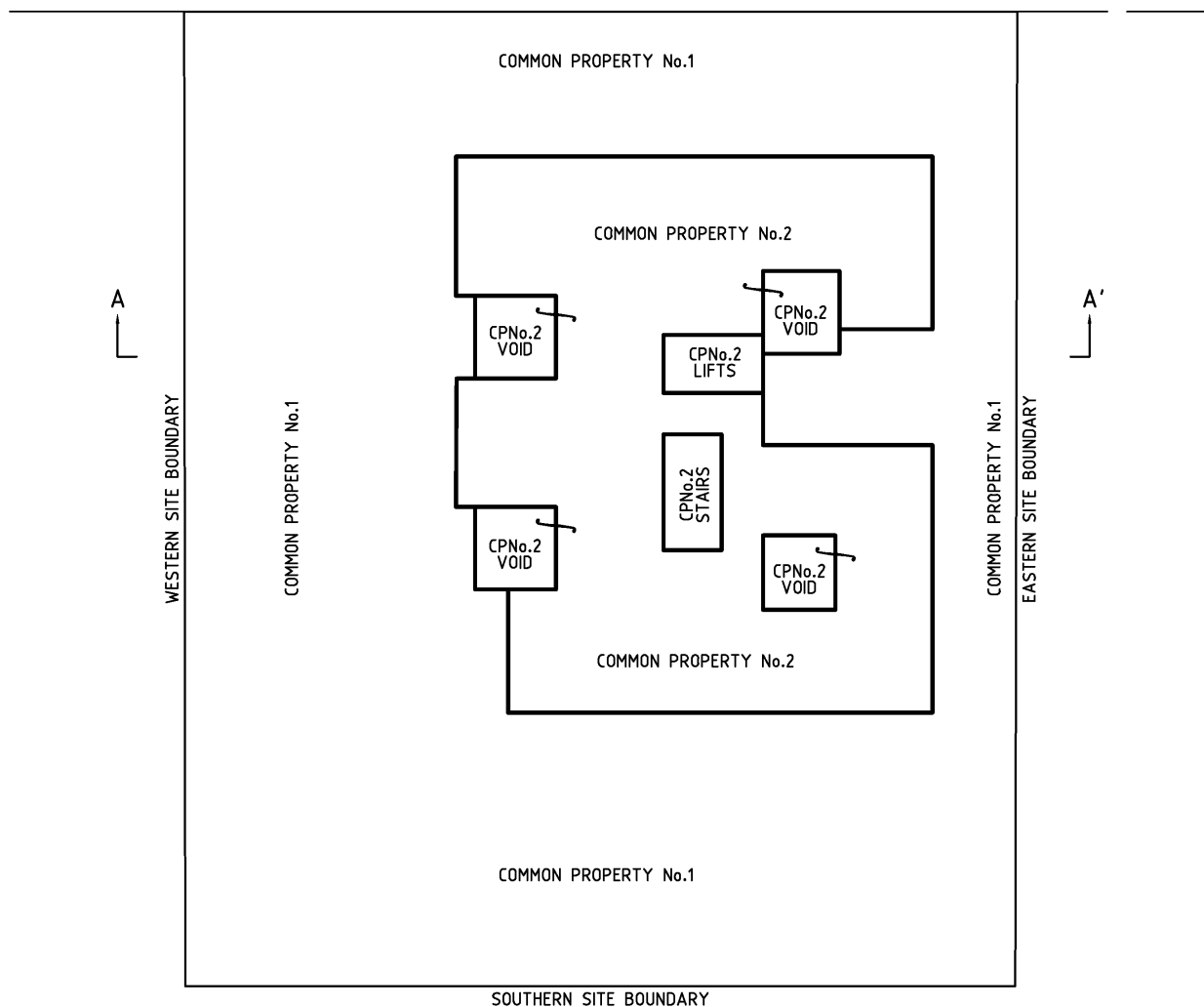
PS 742761K



NEERIM

ROAD

MURRUMBEENA ROAD



TOPMOST STOREY  
DIAGRAM 9

**Bosco Jonson Pty Ltd**  
A.B.N 15 169 138 827  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR CHRISTOPHER POWELL

SCALE  
1:250

2.5 0 5 10  
LENGTHS ARE IN METRES

DATE 12/12/17  
VERSION J

REFERENCE 30846003  
DRAWING 3084600AJ

ORIGINAL SHEET SIZE A3  
SHEET 10

Digitally signed by: Christopher Powell (Bosco Jonson Pty Ltd),  
Surveyor's Plan Version (J),  
12/12/2017, SPEAR Ref: S102910V

Digitally signed by:  
Glen Eira City Council,  
19/01/2018,  
SPEAR Ref: S102910V



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Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>29/04/2024 11:19</b>

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A417771 *L3 Extra*

A417771

14-15-0 A R T 1-13 396003 OCT11-57

\*\*\*\*\* 0 R T 603411 SEP 17 1958

D. CONDON  
VICTORIA

TRANSFER OF LAND

I ROBERT JAMES HERBERT of 251 Glen Eira Road, Caulfield, Service Station Proprietor, being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FIVE HUNDRED FIVE THOUSAND POUNDS paid to me by WILLIAM ALFRED HAYES Plumber and PETER BRIAN GESCHKE Plumber both of 16 Walnut Street Ormond DO HEREBY TRANSFER to the said WILLIAM ALFRED HAYES and PETER BRIAN GESCHKE as tenants in common in equal shares all my estate and interest in ALL THOSE pieces of land being part of Crown Portion A Section 8 Parish of Prahran East of Elsternwick County of Bourke and being the whole of the land more particularly described in Certificates of Title Volume 4427 Folio 276 and Volume 4427 Folio 277.

AND the said WILLIAM ALFRED HAYES and the said PETER BRIAN GESCHKE with the intent that the benefit of this covenant shall be attached to and run at law and in equity with the land comprised in Certificates of Title Volume ~~3724~~ <sup>8168</sup> Folio ~~630~~ <sup>411</sup> Volume 4482 Folio 380 Volume 4274 Folio 611 and Volume 4260 Folio 808 and that the burden of this covenant shall be annexed to and run at law and in equity with the said land hereby transferred DO HEREBY for themselves their heirs executors administrators and transferees COVENANT with the said Robert James Herbert his heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land comprised in Certificates of Title Volume ~~3724~~ <sup>8168</sup> Folio ~~630~~ <sup>411</sup> Volume 4482 Folio 380 Volume 4274 Folio 611 and Volume 4260 Folio 808 that they the said WILLIAM ALFRED HAYES and the said PETER BRIAN GESCHKE their heirs executors administrators and transferees will not at any time hereafter use or permit the said land hereby transferred to be used as a motor service station or garage or for the sale of petrol, oil, or motor accessories, or for any purpose connected with the motor trade AND it is intended that the above covenant shall be set out as an encumbrance at the foot of the Certificate of Title or Titles to be issued in respect

**C. PAID**



86  
17/4/58

86  
17/4/58

*consol.*  
4427-276 wh.  
4427-277 wh.  
*enc. cons.*  
*herein.*

*17.12.58.*

*19/12/58*

*Ed.*

*20/12/58.*



0417771-1-4

- 2 -

of the land hereby transferred and shall run with the said land.

DATED this 8<sup>th</sup> day of October One thousand  
nine hundred and fifty-seven.

SIGNED in Victoria by the said )  
ROBERT JAMES HERBERT in the )  
presence of R. Herbert )



SIGNED in Victoria by the said )  
WILLIAM ALFRED HAYES in the )  
presence of

*Wm A Hayes*

*Widgerwood  
Solicitor to D. Condon  
Solicitor, Melbourne*

SIGNED in Victoria by the said )  
PETER BRIAN GESCHKE in the )  
presence of



*Widgerwood*

ENCUMBRANCES REFERRED TO:

NIL.



DA417771-2-1



DATED

1952

ROBERT JAMES HERBERT

- to -

WILLIAM ALFRED HAYES and PETER  
BRIAN GTSCHKE

TRANSFER OF LAND

D. CONDON, Solicitor,  
469 Little Collins Street,  
MELBOURNE. MU. 8744.

A memorandum of the within instrument  
has been entered in the Register Book  
Vol. 4427 Fol. 276  
277



To the Registrar of Titles

Please register this Transfer & have  
files referred to D. CONDON

*James Buchanan Esq.*

AH09521



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 29/04/2024 11:19:14 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742761K**

The land in PS742761K is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1R, 2R, 3R, 101 - 118, 201 - 204, 206 - 217, 301 - 305, 307 - 312, 401 - 407, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 101 31-39 NORCAL ROAD NUNAWADING VIC 3131

AU718313F 23/08/2021

### 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. OC038195T 09/02/2018

### Additional Owners Corporation Information:

OC038193X 09/02/2018

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1R	50	50
Lot 2R	50	50
Lot 3R	50	50
Lot 101	66	66



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 29/04/2024 11:19:14 AM

OWNERS CORPORATION 1  
PLAN NO. PS742761K

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102	54	54
Lot 103	55	55
Lot 104	54	54
Lot 105	70	70
Lot 106	56	56
Lot 107	41	41
Lot 108	42	42
Lot 109	58	58
Lot 110	57	57
Lot 111	58	58
Lot 112	57	57
Lot 113	58	58
Lot 114	53	53
Lot 115	58	58
Lot 116	57	57
Lot 117	56	56
Lot 118	56	56
Lot 201	60	60
Lot 202	54	54
Lot 203	55	55
Lot 204	54	54
Lot 206	56	56
Lot 207	42	42
Lot 208	41	41
Lot 209	58	58
Lot 210	58	58
Lot 211	42	42
Lot 212	42	42
Lot 213	44	44



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 29/04/2024 11:19:14 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742761K**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 214	57	57
Lot 215	57	57
Lot 216	57	57
Lot 217	58	58
Lot 301	59	59
Lot 302	52	52
Lot 303	43	43
Lot 304	70	70
Lot 305	79	79
Lot 307	75	75
Lot 308	56	56
Lot 309	44	44
Lot 310	46	46
Lot 311	46	46
Lot 312	46	46
Lot 401	50	50
Lot 402	42	42
Lot 403	60	60
Lot 404	57	57
Lot 405	61	61
Lot 406	50	50
Lot 407	45	45
Lot G01	65	65
Lot G10	80	80
Lot G02	58	58
Lot G03	48	48
Lot G04	54	54
Lot G05	56	56
Lot G06	49	49



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 29/04/2024 11:19:14 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742761K**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G07	57	57
Lot G08	50	50
Lot G09	42	42
<b>Total</b>	<b>3531.00</b>	<b>3531.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 29/04/2024 11:19:23 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS742761K**

The land in PS742761K is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 118, 201 - 204, 206 - 217, 301 - 305, 307 - 312, 401 - 407, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

SUITE 101 31-39 NORCAL ROAD NUNAWADING VIC 3131

AU718313F 23/08/2021

### 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. OC038196R 09/02/2018

### Additional Owners Corporation Information:

OC038194V 09/02/2018

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	66	66
Lot 102	54	54
Lot 103	55	55
Lot 104	54	54
Lot 105	70	70



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 29/04/2024 11:19:23 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS742761K**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	56	56
Lot 107	41	41
Lot 108	42	42
Lot 109	58	58
Lot 110	57	57
Lot 111	58	58
Lot 112	57	57
Lot 113	58	58
Lot 114	53	53
Lot 115	58	58
Lot 116	57	57
Lot 117	56	56
Lot 118	56	56
Lot 201	60	60
Lot 202	54	54
Lot 203	55	55
Lot 204	54	54
Lot 206	56	56
Lot 207	42	42
Lot 208	41	41
Lot 209	58	58
Lot 210	58	58
Lot 211	42	42
Lot 212	42	42
Lot 213	44	44
Lot 214	57	57
Lot 215	57	57
Lot 216	57	57
Lot 217	58	58



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 29/04/2024 11:19:23 AM

OWNERS CORPORATION 2  
PLAN NO. PS742761K

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 301	59	59
Lot 302	52	52
Lot 303	43	43
Lot 304	70	70
Lot 305	79	79
Lot 307	75	75
Lot 308	56	56
Lot 309	44	44
Lot 310	46	46
Lot 311	46	46
Lot 312	46	46
Lot 401	50	50
Lot 402	42	42
Lot 403	60	60
Lot 404	57	57
Lot 405	61	61
Lot 406	50	50
Lot 407	45	45
Lot G01	65	65
Lot G10	80	80
Lot G02	58	58
Lot G03	48	48
Lot G04	54	54
Lot G05	56	56
Lot G06	49	49
Lot G07	57	57
Lot G08	50	50
Lot G09	42	42
<b>Total</b>	<b>3381.00</b>	<b>3381.00</b>





# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 29/04/2024 11:19:23 AM

<b>OWNERS CORPORATION 2</b> <b>PLAN NO. PS742761K</b>
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From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

# Rate Reminder Notice



GLEN EIRA  
CITY COUNCIL

**INSTALMENT: 3** 2023–2024

DATE: 13/03/2024

L V Mechkova  
Eighth Quarter Real Estate  
38 Ellingworth Parade  
BOX HILL VIC 3128

Corner Glen Eira and  
Hawthorn Roads, Caulfield  
Mail address: PO Box 42  
Caulfield South, 3162  
Phone: (03) 9524 3333  
mail@gleneira.vic.gov.au  
www.gleneira.vic.gov.au

If you are deaf, hearing-impaired, or speech-impaired,  
you can contact us via the National Relay Service  
internet-relay.nrs.vic.gov.au and then enter  
(03) 9524 3333. Teletypewriter (TTY): 13 36 77  
Speak and Listen: 1300 555 727  
ABN: 65 952 882 314

Property address	Total owing this notice
Flat 214 405 Neerim Road CARNEGIE VIC 3163	\$2,613.95
Instalment amount	Assessment number
\$229.70	827659
Instalment due	Arrears outstanding
28/02/2024	\$2,384.25
	Arrears due
	Immediately



Scan here to pay



Penalty interest is accruing on the arrears and will be charged for late payment from the due date to the date of payment at the rate of 10 percent per annum in accordance with the *Penalty Interest Rate Act 1983*.

**NB: Payments and ownership changes made after 09/03/2024 are not shown on this notice.**



Internal use only

Please turn over for payment options



Biller code: 73106  
Ref: 9334 0827 6598 9

**BPAY®** this payment via internet or phone banking.  
**BPAY View®** — View and pay this bill using internet banking.  
**BPAY View Registration No.** 9334 0827 6598 9



\*3625 00000000000827659 02



For emailed notices:  
gleneira.enotices.com.au  
Reference No: 58BC0563BT

Credit

Glen Eira City Council

Name: L V Mechkova  
Property: Flat 214 405 Neerim Road CARNEGIE VIC 3163  
Assessment number: 827659  
Arrears outstanding: \$2,384.25  
Instalment amount: \$229.70  
Total: \$2,613.95  
Due date: 28/02/2024

Amount paid: \$

### Change of address or ownership

Council must be notified in writing of all changes of ownership on the prescribed form or by providing a copy of your property title. Change of mailing address must be provided in writing or on the form available at [www.gleneira.vic.gov.au/rates-update-details](http://www.gleneira.vic.gov.au/rates-update-details) or from Council's Customer Service Centre on 9524 3333. A vendor or transferor remains liable for all rates and charges until Council has received the prescribed notice.

### Pension rate relief

If you have recently become a pensioner, or are a pensioner who has recently moved into the City of Glen Eira, you may be entitled to a reduction in rates and charges on your principal place of residence. Application forms and details concerning eligibility are available at [www.gleneira.vic.gov.au/rates-concession](http://www.gleneira.vic.gov.au/rates-concession) or from Council's Customer Service Centre on 9524 3333.

Pensioners currently receiving the pension rebate, need not reapply (rebate not applicable to Promotional Scheme charges).

### Monthly direct debit

If you do not currently have your payment debited directly from your bank account or credit card and wish to arrange to do so, visit [www.gleneira.vic.gov.au/how-to-pay-your-rates](http://www.gleneira.vic.gov.au/how-to-pay-your-rates) and download the request form for bank account debit or follow the link to register your credit card details into our secure registration site (credit card only) or contact Council's Customer Service Centre on 9524 3333 for the request form. Any amendments to bank account details need to be received on the Direct Debit Request Form at least 14 days before the next debit date. Credit card details can be updated online.

### Special arrangements

If you are having difficulty paying your rates, please contact Council's Customer Service Centre on 9524 3333 to make an arrangement.

### Availability of information

Glen Eira City Council maintains the names and postal addresses of ratepayers on this form for the purposes of carrying out its functions and facilitating the operations of various other Acts of Parliament including the *Fences Act 1968*. We may disclose this information, where required, to Council contractors, adjoining owners or where there is a legislated requirement.

### Payment date and allocation

The instalment payment date shown on this notice applies only to the instalment amount of this notice. Arrears outstanding are due immediately. Rate payments will be allocated as follows:

1. Legal costs
2. Interest
3. Arrears
4. Current charges apportioned equally.

### Instalment dates

Instalments for 2023–24 are due on the following dates:

**Instalment 1** — 30 September 2023

**Instalment 2** — 30 November 2023

**Instalment 3** — 28 February 2024

**Instalment 4** — 31 May 2024

Bentleigh • Bentleigh East • Brighton East • Carnegie • Caulfield • Elsternwick • Gardenvale • Glen Huntly • McKinnon • Murrumbeena • Ormond • St Kilda East



#### BPay or Bpay View

Phone or internet banking payment via your financial institution using below biller code and reference number.

Register to receive, pay and store your rate and valuation notice in your online banking by selecting the BPAY View or View Bills Section. BPAY biller code and reference number required

**Biller code: 73106**

**Ref: 9334 0827 6598 9**



#### Online or via direct debit

Go to [www.gleneira.vic.gov.au/how-to-pay-your-rates](http://www.gleneira.vic.gov.au/how-to-pay-your-rates)

MasterCard and Visa card payments only. To register for payment by direct debit, refer to Monthly Direct Debit section above.



#### Phone

Ring 1300 789 726 to pay using Mastercard or Visa 24/7.



#### In person

Present this notice at any Australia Post Office or at Glen Eira City Council's Customer Service Centre.

Payments at Australia Post may be made by cash, cheque or EFTPOS. Cheques payable to Glen Eira City Council.



#### Mail

Payment by cheque or money order to be made out to Glen Eira City Council and mailed with payment slip to:

Glen Eira City Council.  
Locked Bag 20035  
Melbourne VIC 3001

**Please note:** receipts will not be issued for mailed payments.

LILIA VIKTOROVNA MECHKOVA  
C/O:EIGHTH QUARTER REAL ESTATE  
38 ELLINGWORTH PDE  
BOX HILL VIC 3128

Account number:	30976608
Date due:	24 January 2024
Current charges	Total due
+ \$166.60	\$166.60

Last bill	Payments received	Balance
\$166.60	— \$166.60cr =	\$0.00

Your account breakdown

Issue date	05 January 2024
Property	Flat 214 405 Neerim Road CARNEGIE VIC 3163 22J//05448/00699
Property reference	
Last bill	\$166.60
Payment received	\$166.60cr
Balance brought forward	\$0.00
Our charges (no GST)	\$115.85
Other authorities' charges (no GST)	\$50.75
Total due	\$166.60

Your snapshot

Average daily cost	\$1.27
--------------------	--------

Payment options

**Direct debit**  
Set up payments at southeastwater.com.au/paymybill

**EFT (Electronic Funds Transfer)**  
BSB: 033-874    Account number: 30976608  
Account name: South East Water Corporation

**BPAY® (Up to \$20,000)**  
Biller code: 24208    Ref: 1003 0976 6000 004

**Postbillpay**  
BillpayCode: 0361    Ref: 1003 0976 6000 004  
Call 131 816    Visit: postbillpay.com.au  
Or visit an Australia Post store.

**Credit card**  
Pay by Visa or MasterCard at  
southeastwater.com.au/paymybill  
or call 1300 659 658.

**Centrepay**  
Use Centrepay to make regular deductions from  
your Centrelink payment.  
Reference number: 555 050 397J

Property ref: 22J//05448/00699  
FLAT 214 405 NEERIM ROAD  
CARNEGIE VIC 3163



\*361 100309766000004

PN22J

Total due:	\$166.60
Account number:	30976608
Date paid:	
Receipt number:	

## Our charges

### Service charges

For period 01/01/24 to 31/03/24

Water service charge \$21.48

Sewerage service charge \$94.37

**Total service charges \$115.85**

**Our charges \$115.85**

### Other authorities' charges

Parks \$21.21

Waterways and Drainage charge 01/01/24 to 31/03/24 \$29.54

**Total other authorities \$50.75**

**Total current charges \$166.60**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see [southeastwater.com.au/pricing2023](https://southeastwater.com.au/pricing2023)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/01/24 to 31/03/24**.

#### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [parks.vic.gov.au/about-us/parks-charge](https://parks.vic.gov.au/about-us/parks-charge). The charge is for **01/01/24 to 31/03/24**.

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](https://southeastwater.com.au/paymentsupport)

### Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at [southeastwater.com.au/customer-charter](https://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Staying on top of bills can be hard

That's why we offer support for everyone.

See [southeastwater.com.au/supportoptions](https://southeastwater.com.au/supportoptions)

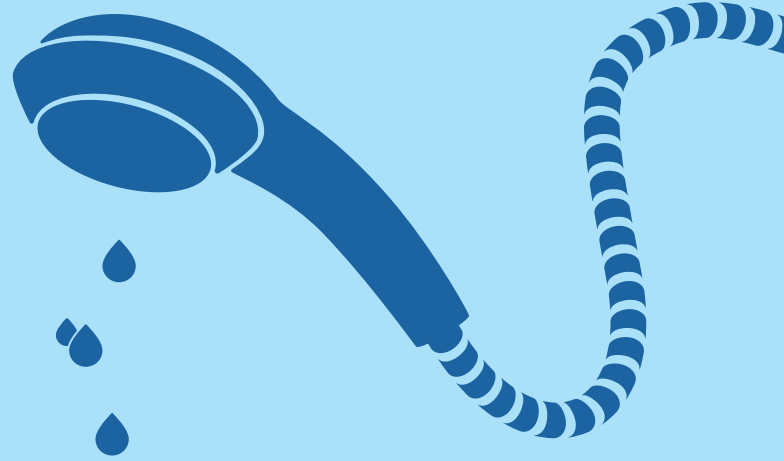


**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



# Hey Melbourne, Let's make every drop count.

## Our water is valuable

In Melbourne, we use more water than we get from rain. This means we can't rely on rainfall alone to support our growing city.

Our population is forecast to almost double within the next 30 years. This, along with the effects of climate change, is putting pressure on our water supplies.

Melbourne's water comes from rainfall across our catchments and from the Victorian Desalination Project, which can provide up to one third of our annual water needs.

Using water wisely and efficiently is the most cost-effective way to help ensure there is enough in reserve for future dry periods.



Cardinia Reservoir

## What we're doing

We're managing our water systems and supplies so they're robust for today and for the next 50 years. This involves:



**Making sure  
our water  
pipes are in  
good shape**



**Investing in  
technology to  
identify leaks  
in real-time**



**Working with  
industry to use  
water more  
efficiently**



**Increasing use  
of recycled and  
desalinated  
water**



## What you can do

There are lots of ways to save our precious water.  
You can:



**Save a minute  
in the shower**



**Turn off the  
tap while  
brushing  
your teeth**



**Use the half  
flush on the  
toilet, when  
you can**



**Go easy with  
the garden  
hose**



## Help target 150

Let's aim to use less than  
**150 litres per person, per day.**

Together, we can make every drop  
count. Because if we each save a little,  
we all save a lot.

[southeastwater.com.au/savewater](https://southeastwater.com.au/savewater)

### How to get in touch

#### Report a leak or check water interruptions

[mysupport.southeastwater.com.au/LIVE](https://mysupport.southeastwater.com.au/LIVE)

#### Faults and emergencies 13 28 12 (24hrs)

#### Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

#### TTY users 13 36 77 (ask for 13 18 51)

#### Follow us on social for updates



[southeastwater.com.au](https://southeastwater.com.au)

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

### Need an interpreter?

إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



# Property Clearance Certificate

## Land Tax



R.E.T CONVEYANCING

Your Reference:	MECHKOVA
Certificate No:	75774359
Issue Date:	29 APR 2024
Enquiries:	ESYSPROD

Land Address:	APARTMENT 214, 405 NEERIM ROAD CARNEGIE VIC 3163
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44733760	215	742761	11955	345	\$500.00

Vendor: LILIA MECHKOVA  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DR LILIA VIKTOROVNA MECHKOVA	2024	\$75,000	\$500.00	\$0.00	\$500.00

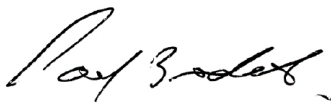
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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 IMPROVED VALUE:	\$500,000
SITE VALUE:	\$75,000
CURRENT LAND TAX CHARGE:	\$500.00





# Notes to Certificate - Land Tax

**Certificate No:** 75774359

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$75,000

Calculated as \$500 plus ( \$75,000 - \$50,000) multiplied by 0.000 cents.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 75774359

### 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](http://www.bpay.com.au)

### CARD



Ref: 75774359

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



R.E.T CONVEYANCING

Your Reference:	MECHKOVA
Certificate No:	75774359
Issue Date:	29 APR 2024

Land Address: APARTMENT 214, 405 NEERIM ROAD CARNEGIE VIC 3163

Lot	Plan	Volume	Folio
215	742761	11955	345

Vendor: LILIA MECHKOVA  
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 75774359

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Billers Code: 416073 Ref: 75774356</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 75774356</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 29 April 2024 11:27 AM

## PROPERTY DETAILS

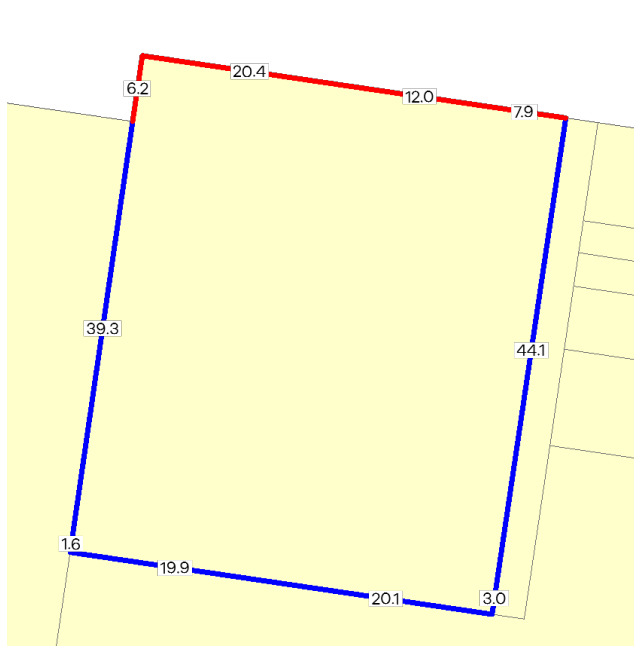
Address: **214/405 NEERIM ROAD CARNEGIE 3163**  
Lot and Plan Number: **Lot 215 PS742761**  
Standard Parcel Identifier (SPI): **215\PS742761**  
Local Government Area (Council): **GLEN EIRA**  
Council Property Number: **82765**  
Directory Reference: **Melway 69 A5**

[www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

**Note:** There are 66 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 1891 sq. m

**Perimeter:** 174 m

For this property:

— Site boundaries  
— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **OAKLEIGH**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 29 April 2024 11:27 AM

## PROPERTY DETAILS

Address: **214/405 NEERIM ROAD CARNEGIE 3163**  
Lot and Plan Number: **Lot 215 PS742761**  
Standard Parcel Identifier (SPI): **215\PS742761**  
Local Government Area (Council): **GLEN EIRA**  
Council Property Number: **82765**  
Planning Scheme: **Glen Eira**  
Directory Reference: **Melway 69 A5**

[www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au)

[Planning Scheme - Glen Eira](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **OAKLEIGH**

## OTHER

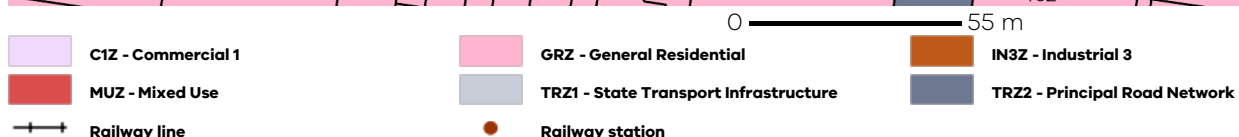
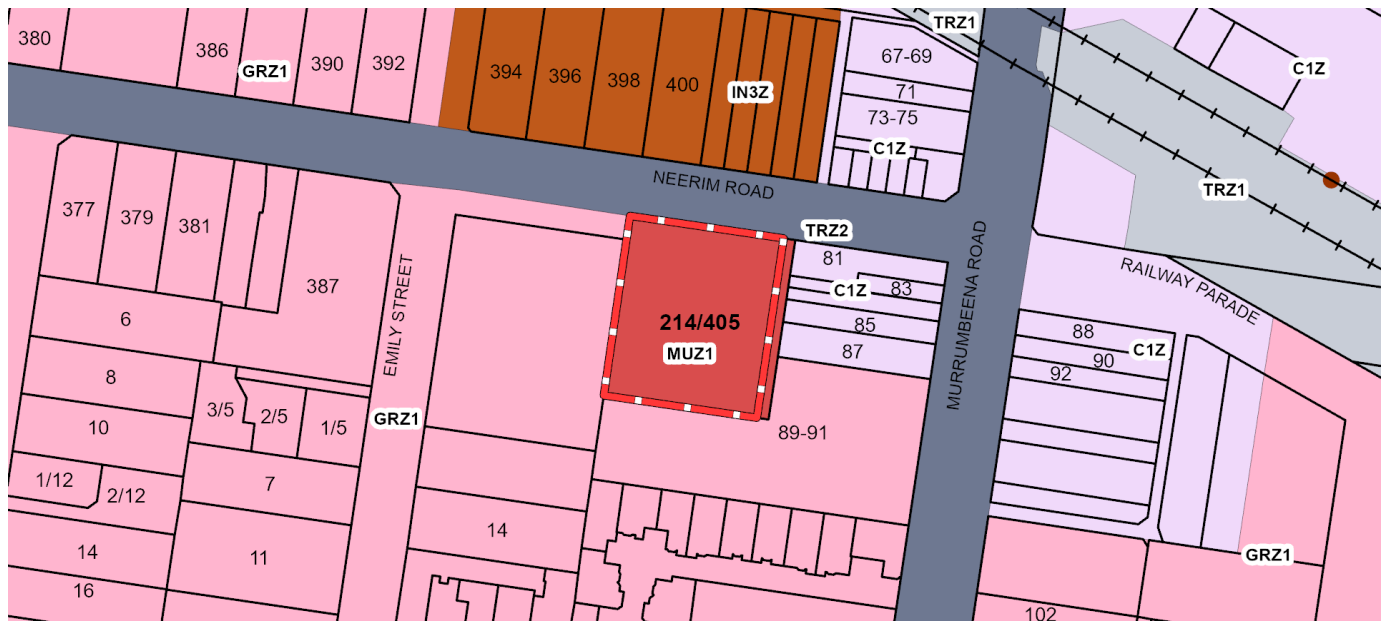
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[MIXED USE ZONE - SCHEDULE 1 \(MUZ1\)](#)



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

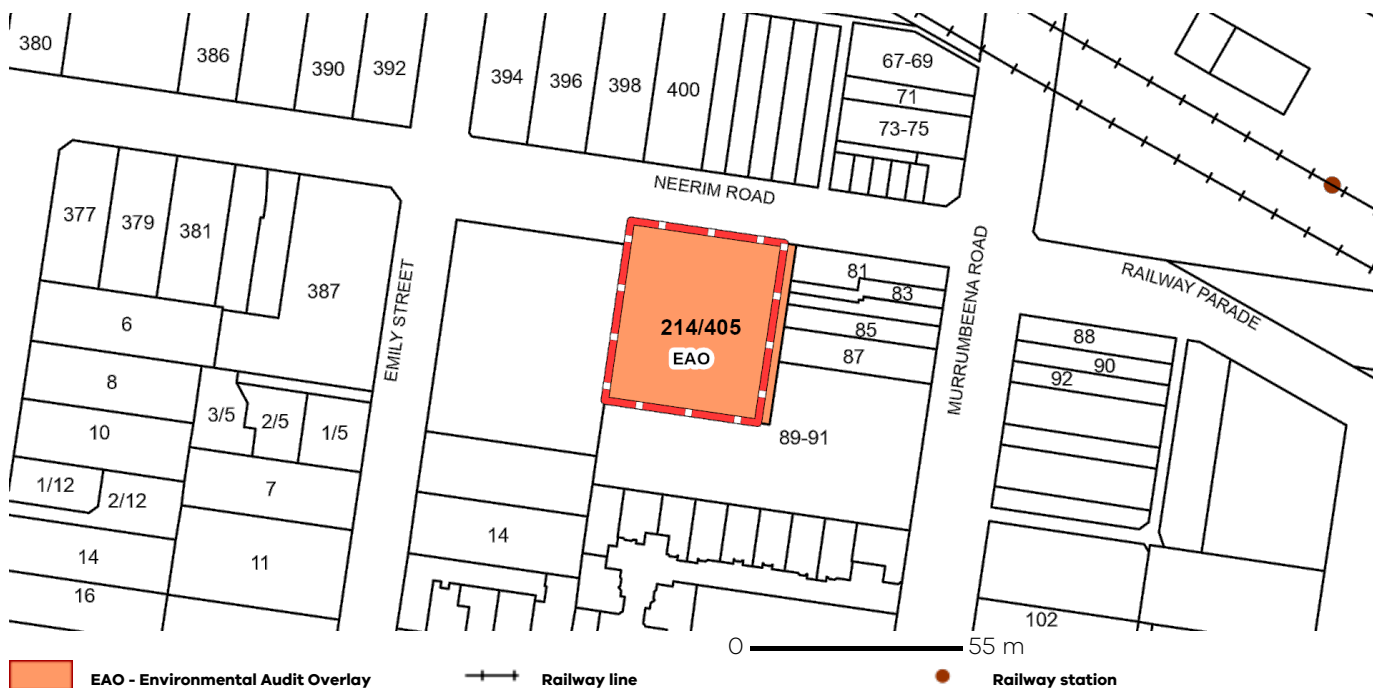
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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

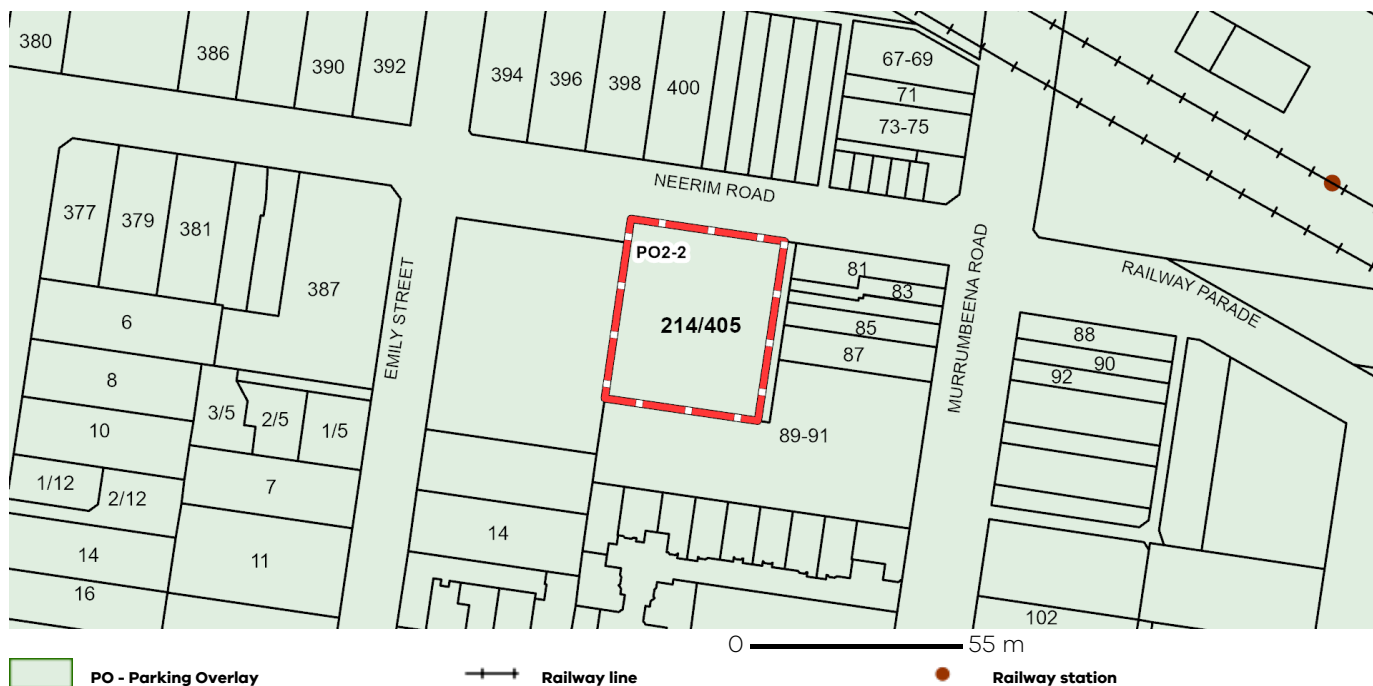
### ENVIRONMENTAL AUDIT OVERLAY (EAO)



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

### PARKING OVERLAY (PO)

#### PARKING OVERLAY - PRECINCT 2-2 SCHEDULE (PO2-2)



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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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>.

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

**OWNERS CORPORATION CERTIFICATE**  
**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018**

Owners Corporation No.1 **742761K**

Address **Portrait Apartments, 401-407 Neerim Rd, Carnegie VIC 3163**

This certificate is issued for Lot **214** on Plan of Subdivision No **742761K**

Postal address is

Portrait Apartments  
214/401-407 Neerim Rd  
Carnegie VIC 3163

Applicant for the certificate is **RET Conveyancing**

Address for delivery of certificate [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Date that the application was received **17 April 2024**

**IMPORTANT:**

The information in this certificate is issued on **29 April 2024**.

**Please note:** This Certificate and its corresponding attachments are only valid for the date in which they were issued. The information provided within this Certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control or knowledge. From the date of this certificate the applicant have 60 days in which to obtain an update and an update can only be requested in writing (updated information is not provided over the phone or to other parties apart from the original applicant).

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

- (a) The current fees for the lot are \$1,045.44 payable in quarterly instalments. The total annual fees are \$4,181.76.

*Please note that the current levy issued for the period of 01/03/2024 to 31/05/2024 was interim, adjustment levy may apply if the budget increases/decreases at the upcoming AGM.*

- (b) The date up to which the fees for the lot have been paid is 31 May 2024.

- (c) The total of any unpaid fees or charges for the lot is:

*Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

*Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details:

**Cladding:**

Cladding Safety Victoria (CSV) has sent completion confirmation for cladding removal at the property.

(f) The owners corporation has the following insurance cover:

Policy No.	02GS036584	Chubb Insurance Company of Australia
Type:	Strata	Broker: Ascot Insurance Group Level 15, 412 St Kilda Rd, Melbourne Vic 3004
Premium:	\$39,954.20	Paid on: 11/04/2024
15/05/2024		Policy start date: 15/05/2023
		Next due:
Cover	Sum insured	Excess
Building	\$36,686,829.00	\$20,000.00
Contents	\$155,000.00	\$5,000.00
Public Liability	\$30,000,000.00	\$5,000.00
Office Bearers Liability	\$1,000,000.00	\$5,000.00
Loss of Rent	\$4,800,000.00	\$5,000.00
Fidelity Guarantee	\$250,000.00	\$5,000.00
Machinery Breakdown	\$100,000.00	\$5,000.00
Legal Expenses	\$30,000.00	\$1,000.00
Voluntary Workers	\$200,000/\$500,000	\$5,000.00
Appeal Exp - Common Prop	\$150,000.00	\$1,000.00
Health & Safety Breaches		
Catastrophe	\$5,479,774.00	\$5,000.00

The type of Policy is: Reinstatement or Replacement

The Buildings covered by the Policy are situated at: **Portrait Apartments, 401-407 Neerim Rd, Carnegie VIC 3163**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details:

- In accordance with relevant legislation applicable to the Owners Corporation, the Owners Corporation passed a General resolution at the Annual General Meeting held 20 June 2023 to charge interest on money owed by a Member to the Owners Corporation after the due date for fees and charges. In accordance with the Owners Corporations Act 2006, the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.
- In accordance with the Owners Corporations Act 2006, Section 119, Strata Equity Management is appointed as the Manager of the Owners Corporation as per the terms and conditions of the Contract of Appointment, Strata Equity Management has the authority to charge costs associated with the recovery of outstanding fees and charges to the defaulting owner. A Final Fee Notice will incur a charge of \$55.00.
- In accordance with relevant legislation applicable to the Owners Corporations, the Owners Corporation passed a General Resolution at the Annual General Meeting held on 20 June 2023 that all costs incurred by the Owners Corporation in recovering fees and levies due will be fully recoverable from the indebted Lot Owner. This includes administrative fees charged to the

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

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

If so, then provide details:

- Owners Corporation Management Contract – Strata Equity Management Pty Ltd
- WINenergy for embedded network for power and hot water
- ADT Fire Monitoring
- Forte Lift Maintenance
- BCCS Caretaking & Cleaning

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

If so, then provide details: NIL

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

If so, then provide details:

Related works have been completed for the building notices, and the notices have now been satisfied.

- Building Order Minor Work dated 12 May 2023
- Building Notice dated 12 May 2023

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

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Strata Equity Management Pty Ltd  
PO Box 623  
Brentford Square VIC 3131  
Telephone: (03) 8838 1242

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

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements  
A copy of the minute of the last annual general meeting of the owners corporation  
A copy of the consolidated rules registered at Land Victoria  
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled  
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

(q) Additional Information:

Payment Instruction for Settlement Funds



BPay

**Biller Code:** 96503

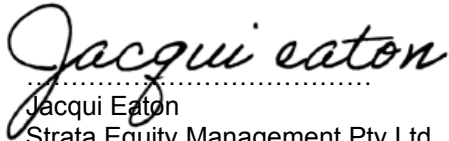
**Reference Number:** 27201027327768

**NOTE:**

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

Date: 29 April 2024

This owners corporation certificate was prepared by:

A handwritten signature in black ink that reads "Jacqui Eaton". The signature is written in a cursive, flowing style. Below the signature is a dotted line.

Jacqui Eaton  
Strata Equity Management Pty Ltd  
PO Box 623  
Brentford Square VIC 3131

admin@strataequity.com.au

## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

**Owners Corporation No 2 PS 742761K**

Address **Portrait Apartments, 401-407 Neerim Rd, Carnegie VIC 3163**

This certificate is issued for Lot **214** on Plan of Subdivision No **742761K**

Postal address is

Portrait Apartments  
214/401-407 Neerim Rd  
Carnegie VIC 3163

Applicant for the certificate is **RET Conveyancing**

Address for delivery of certificate [info@retconveyancing.com.au](mailto:info@retconveyancing.com.au)

Date that the application was received **17 April 2024**

### IMPORTANT:

The information in this certificate is issued on **29 April 2024**.

**Please note:** This Certificate and its corresponding attachments are only valid for the date in which they were issued. The information provided within this Certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control or knowledge. From the date of this certificate the applicant have 60 days in which to obtain an update and an update can only be requested in writing (updated information is not provided over the phone or to other parties apart from the original applicant).

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

- (a) The current fees for the lot are \$243.41 payable in quarterly instalments. The total annual fees are \$973.64.

*Please note that the current levy issued for the period of 01/03/2024 to 31/05/2024 was interim, adjustment levy may apply if the budget increases/decreases at the upcoming AGM.*

- (b) The date up to which the fees for the lot have been paid is 31 May 2024.

- (c) The total of any unpaid fees or charges for the lot is:

#### *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

#### *Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Policy No.	02GS036584	Chubb Insurance Company of Australia
Type:	Strata	Broker: Ascot Insurance Group Level 15, 412 St Kilda Rd, Melbourne Vic 3004
Premium:	\$39,954.20	Paid on: 11/04/2024      Policy start date: 15/05/2023      Next due: 15/05/2024
Cover	Sum insured	Excess
Building	\$36,686,829.00	\$20,000.00
Contents	\$155,000.00	\$5,000.00
Public Liability	\$30,000,000.00	\$5,000.00
Office Bearers Liability	\$1,000,000.00	\$5,000.00
Loss of Rent	\$4,800,000.00	\$5,000.00
Fidelity Guarantee	\$250,000.00	\$5,000.00
Machinery Breakdown	\$100,000.00	\$5,000.00
Legal Expenses	\$30,000.00	\$1,000.00
Voluntary Workers	\$200,000/\$500,000	\$5,000.00
Appeal Exp - Common Prop	\$150,000.00	\$1,000.00
Health & Safety Breaches		
Catastrophe	\$5,479,774.00	\$5,000.00

The type of Policy is: Reinstatement or Replacement

The Buildings covered by the Policy are situated at: **Portrait Apartments, 401-407 Neerim Rd, Carnegie VIC 3163**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details:

- In accordance with relevant legislation applicable to the Owners Corporation, the Owners Corporation passed a General resolution at the Annual General Meeting held 20 June 2023 to charge interest on money owed by a Member to the Owners Corporation after the due date for fees and charges. In accordance with the Owners Corporations Act 2006, the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.
- In accordance with the Owners Corporations Act 2006, Section 119, Strata Equity Management is appointed as the Manager of the Owners Corporation as per the terms and conditions of the Contract of Appointment, Strata Equity Management has the authority to charge costs associated with the recovery of outstanding fees and charges to the defaulting owner. A Final Fee Notice will incur a charge of \$55.00.
- In accordance with relevant legislation applicable to the Owners Corporations, the Owners Corporation passed a General Resolution at the Annual General Meeting held on 20 June 2023 that all costs incurred by the Owners Corporation in recovering fees and levies due will be fully recoverable from the indebted Lot Owner. This includes administrative fees charged to the Owners Corporation by the Manager, and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

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

If so, then provide details:

- Owners Corporation Management Contract – Strata Equity Management Pty Ltd
- WINenergy for embedded network for power and hot water
- ADT Fire Monitoring
- Forte Lift Maintenance
- BCCS Caretaking & Cleaning

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

If so, then provide details: NIL

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

If so, then provide details:

Please refer to OC1 details.

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

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Strata Equity Management Pty Ltd

PO Box 623

Brentford Square VIC 3131

Telephone: (03) 8838 1242

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

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements

A copy of the minute of the last annual general meeting of the owners corporation

A copy of the consolidated rules registered at Land Victoria

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled

*“Statement of Advice and Information for Prospective Purchasers and Lot Owners”*

(q) Additional Information:

- Payment Instruction for Settlement Funds



BPay

**Biller Code:** 96503

**Reference Number:** 27201027327768

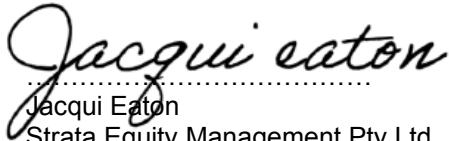


**NOTE:**

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

Date: 29 April 2024

This owners corporation certificate was prepared by:

A handwritten signature in black ink that reads "Jacqui Eaton". The signature is written in a cursive style with a large, looping 'J' and 'E'.

Jacqui Eaton  
Strata Equity Management Pty Ltd  
PO Box 623  
Brentford Square VIC 3131

admin@strataequity.com.au

**MINUTES OF THE ANNUAL GENERAL MEETING  
for  
OWNERS CORPORATION - PS742761K**

**Portrait Apartments  
401-407 Neerim Rd, Carnegie, Victoria 3163**

**Held on Tuesday 20<sup>th</sup> June 2023 at 6.00 PM**

**Via**

**ZOOM**

**MINUTES**

## 1 Appointment of meeting Chairperson and minute taker

**Motion:** The Owners Corporation to resolve to appoint Jacqui Eaton as chairperson and minute taker of the meeting

**Carried**

## 2 Attendance, Proxies & Apologies

As per Part 4, Division 4 of the Owners Corporations Act 2006, a lot owner has the right to appoint a proxy to attend the meeting and vote on your behalf. Should you wish to appoint a proxy, please ensure you complete the attached form and return it to our office prior to the meeting date.

Lot	Owner Name	Attendance/Proxy/Apology
108	Saro Parthasary	Proxy to James Stojan
G10	James Stojan	Attendance
G8	Cheryl McLeod	Attendance
217	Rocco Longo	Attendance
102	Chi Law	Attendance
105	Jack Collins	Attendance

Also in attendance without voting rights:

- Jacqui Eaton - Strata Equity Management

## 3 Quorum

A quorum was not achieved for this meeting, either by attendance or due to financial status, as per Part 4, Division 4 of the Owners Corporation Act 2006. As such, the resolutions of the meeting will be considered interim resolutions until the 29th day after the meeting, unless notice of a special general meeting is given within the 29 day period.

## 4 Voting at Meeting

As per Part 4, Division 6 of the Owners Corporations Act 2006, only those lot owners which have no arrears for any amount owed to the Owners Corporation will be entitled to vote in a general resolution of the meeting.

**Motion:** The Owners Corporation to resolve that voting at this meeting will be by show of hands and one vote per lot, unless a poll vote is called for. Should a poll vote be called for, voting will be in writing with one vote per point of entitlement.

**Carried**

## 5 Confirmation of minutes of previous meeting

The minutes of the previous Annual General Meeting was distributed with the Notice of Meeting.

**Motion OC 1:** The Owners Corporation to resolve to accept the minutes of the previous Annual General Meeting as a true and accurate records of the resolutions of that meeting.

**Carried**

**Motion OC 2:** The Owners Corporation to resolve to accept the minutes of the previous Annual General Meeting as a true and accurate records of the resolutions of that meeting.

**Carried**

## 6 Review of Financial Reports

Financial report/s was distributed with the Notice of Meeting.

**Motion OC 1:** The Owners Corporation to resolve to accept the minutes of the previous Annual General Meeting as a true and accurate records of the resolutions of that meeting.

**Carried**

**Motion OC 2:** The Owners Corporation to resolve to accept the minutes of the previous Annual General Meeting as a true and accurate records of the resolutions of that meeting.

**Carried**

## **7 Penalty Interest on Arrears**

**Motion OC 1:** That pursuant to S29 of the Owners Corporations Act 2006, the Owners Corporation to resolve to charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

**Carried**

**Motion OC 2:** That pursuant to S29 of the Owners Corporations Act 2006, the Owners Corporation to resolve to charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

**Carried**

**Motion OC 1:** To Resolve by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so.

**Carried**

**Motion OC 2:** To Resolve by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so.

**Carried**

## **8 Final Fee Notice Fee**

Owners Corporation to confirm a Final Fee Notice will be issued to members with arrears in excess of \$50 of 28 days or more. The cost of issuing this notice is \$55.00 payable to Strata Equity Management Pty Ltd (in accordance with the management contract). To ensure the costs of the Owners Corporation are kept to a minimum the lot owner receiving the Final Fee Notice will be responsible for the cost incurred.

**Motion OC 1:** That the Owners Corporation to resolve to charge lot owners an amount of \$55.00 for issuing Final Fee Notices and the cost of which will be the responsibility of the lot owner in arrears. Costs incurred by the Owners Corporation for debt recovery

**Carried**

**Motion OC 2:** That the Owners Corporation to resolve to charge lot owners an amount of \$55.00 for issuing Final Fee Notices and the cost of which will be the responsibility of the lot owner in arrears. Costs incurred by the Owners Corporation for debt recovery

**Carried**

**Motion OC 1:** The Owners Corporation will seek orders from the Victorian Civil and Administrative Tribunal (the VCAT) or any other court of jurisdiction to charge the defaulting lot owner/s with the costs it incurs associated with the recovery of outstanding fees and levies.

**Carried**

**Motion OC 2:** The Owners Corporation will seek orders from the Victorian Civil and Administrative Tribunal (the VCAT) or any other court of jurisdiction to charge the defaulting lot owner/s with the costs it incurs associated with the recovery of outstanding fees and levies.

**Carried**

## **9 Committee Report**

**Motion:** No committee report was tabled to the Owners Corporation at the Annual General Meeting.

**Carried**

## **10 Manager's Report**

**Motion:** The Owners Corporation to resolve to accept the report of the manager distributed along with the Notice of Meeting.

**Carried**

## 11 Use of Common Seal

**Motion OC 1:** In accordance with S18A of the Owners Corporations Acts 2006, the Owners Corporation hereby resolves to dispense with the Common Seal of the Owners Corporation from the date of this meeting.

**Carried**

**Motion OC 2:** In accordance with S18A of the Owners Corporations Acts 2006, the Owners Corporation hereby resolves to dispense with the Common Seal of the Owners Corporation from the date of this meeting.

**Carried**

## 12 Election of Committee

As per Part 2 of the Owners Corporations Acts 2006, an Owners Corporation affecting less than 10 lots may elect a Committee at an Annual General Meeting and an Owners Corporation affecting more than 10 lots must elect a Committee at an Annual General Meeting.

**Motion:** In accordance with S103(1) of the Owners Corporations Acts 2006, the Owners Corporation resolves to appoint a Committee consisting of up to seven members.

**Carried**

**Motion:** The Owners Corporation resolves to elect the members as per the nominations received as the Committee of the Owners Corporation until the next Annual General Meeting and for those members to provide their consent to distribute their contact details to the other Committee members.

**Carried**

**Delegation to Committee:** The members of the Owners Corporation to resolve by ordinary resolution to delegate to the Committee of Management all the powers and functions of the Owners Corporation in accordance with Part 2, Division 1 of the Owners Corporation Act 2006 except for those matters where a special or unanimous resolution is required.

The members of the Committee must elect one of their members to act as Chairperson of the Owners Corporation.

**Motion:** The Owners Corporation Committee to appoint Chairperson at first committee meeting.

**Carried**

- Lot 10 James Stojan
- Lot 4 Glen O'Sullivan
- Lot 108 Saro Parthasarathy
- Lot 217 Rocco Longo

## 12 Review of Insurance Cover

As per Part 3, Division 6 of the Owners Corporation Act 2006, the Owners Corporation must take out reinstatement and replacement insurance for the Owners Corporation with cover sufficient to ensure the reinstatement of any structure and public liability cover.

As per S.65 of the Owners Corporation Act 2006, a prescribed Owners Corporation must obtain a valuation of all buildings that it is liable to insure no less than every 5 years. The manager recommends that all Owners Corporations obtain such a valuation no less than every 5 years.

**Motion OC 1:** The Owners Corporation to resolve to obtain a valuation for insurance purposes and once the valuation has been received, for the Manager to arrange for the insurance cover for the Owners Corporation to be adjusted in accordance with the recommendation contained therein.

**Defeated**

**Insurance Policy excesses:**

**Motion OC 1:** The Owners Corporation to resolve to attribute Policy Excess Costs on claims based on Section 23A of the Owners Corporations Act 2006.

**Carried**

**Motion OC 2:** The Owners Corporation to resolve to attribute Policy Excess Costs on claims based on Section 23A of the Owners Corporations Act 2006.

**Carried**

**Note to Lot Owners:**

*Members are welcome to view the PDS for the insurer, which is available from the Manager.*

*Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings including carpets, curtains, blinds, and light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the titled area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place. It is noted that for all insurance claims made on the policy the claimant pays the excess.*

**Insurance Declaration by the Manager**

*In accordance with S112B of the Owners Corporations Acts 2006, the Manager reminds the lot owners with the provisions of the current legislation, that Body Corporate Brokers will share the fee they receive with Strata Equity Management Pty Ltd from the underwriter/s as a charge for services relating to the recommendation of business and the backing of the management of insurance claims, management of the insurance policy, issuance of certificates of currency and general insurance negotiations on behalf of owners. It is to be noted that the underwriter confirms the annual insurance premium is not reduced in the event the fee is removed.*

**13 Maintenance Plan**

As per Part 3, Division 3 of the Owners Corporation Act 2006, the Owners Corporation must/may prepare a maintenance plan for the property for which it is responsible.

**Motion OC 1:** The Owners Corporation to resolve to delegate authority to the Committee to obtain a Maintenance Plan and to undertake its implementation to ensure all repairs necessary to maintain common property are undertaken.

**Carried**

**Motion OC 2:** The Owners Corporation to resolve to delegate authority to the Committee to obtain a Maintenance Plan and to undertake its implementation to ensure all repairs necessary to maintain common property are undertaken.

**Carried**

**14 General Business****Aesthetics of the building:**

Members present raised there were small maintenance items

It was resolved for the manager to arrange a property inspection with the committee to address any maintenance items of concern.

**Graffiti on east side of the building:**

A member present reported that there was graffiti on the eastside of the building.

It was resolved for a contractor to attend as soon as possible to remove the graffiti.

**Bin Chute - items too large cleaning residents to be on charged**

It was raised that residents are continuing to try to place large items down the bin chute which causes blockages.

This has been raised previously and the COM has installed cameras to identify offending residents. Any residents that are found to block the bin chute will be on charge the cost for the contractor to attend to clear the blockage. The manager is to circulate a letter to the residents advising of this.

## **15 Administration Fund Budget:**

As per Part 3, Division 1 of the Owners Corporation Act 2006, the Owners Corporation may levy fees.

**Motion OC 1:** The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as attached) be approved and adopted

**Carried**

**Motion OC 2:** The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as attached) be approved and adopted

**Carried**

### **Authority to raise levies**

**Motion OC 1:** In the event that the next annual general meeting is not held within 12 months of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next annual general meeting. Further, in the event that there is a shortfall of funds, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the Owners Corporation is able to comply with its obligations under the Owners Corporations Act 2006. For example, payment of insurance premiums under Section 59 of the Act, for reinstatement and replacement and public liability insurance.

**Carried**

**Motion OC 2:** In the event that the next annual general meeting is not held within 12 months of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next annual general meeting. Further, in the event that there is a shortfall of funds, the Manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the Owners Corporation is able to comply with its obligations under the Owners Corporations Act 2006. For example, payment of insurance premiums under Section 59 of the Act, for reinstatement and replacement and public liability insurance.

**Carried**

## **16 Maintenance Fund Budget**

As per Part 3, Division 3 of the Owners Corporation Act 2006, the Owners Corporation may levy fees to fund the activities directed by the Maintenance Plan.

**Motion OC 1:** The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as attached) be approved and adopted

**Carried**

**Motion OC 2:** The Owners Corporation resolves, in accordance with Part 3, Division 1, Section 23(1) of the Owners Corporations Act 2006, that the Annual Budget (as attached) be approved and adopted

**Carried**

### **Authority to raise levies**

**Motion OC 1:** In the event that the next annual general meeting is not held within 12 months of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next annual general meeting.

**Carried**

**Motion OC 2:** In the event that the next annual general meeting is not held within 12 months of this annual general meeting, the Manager is authorised and empowered to levy fees on the same basis and for the same amount in accordance with the proposed budget for any subsequent periods until the next annual general meeting.

**Carried**

## **17 Appointment of Manager**

The meeting to consider the appointment of a manager for the Owners Corporation as the Contract of Appointment expired 12/01/2023

**Motion:** The Owners Corporation to resolve to execute the contract of appointment of management through DocuSign and that the parties and signatories consent to entering into the contract of appointment

electronically and acknowledge that, on signing electronically that they will be bound by this contract in accordance with the Electronic Transactions (Victoria) Act 2000 and/or the Corporations Act 2001 (Cth).

**Carried**

#### **Delegation to Manager**

**Motion:** The members of the Owners Corporation to resolve by ordinary resolution to delegate to the Manager all the powers and functions necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment.

**Carried**

#### **18 Date of Next Meeting**

The business of the meeting being concluded, the Owners Corporation to resolve the date of the next Annual General Meeting.

**Motion:** The Owners Corporation to resolve that the date of the next meeting be scheduled for 18/06/2024 which date may be amended. Advance notice of this meeting will be provided.

**Carried**

#### **19 Meeting Close** **Meeting close at 6.35pm**



**APPROVED BUDGET**

## Approved Budget to apply from 01/03/2023

PS742761K

Portrait Apartments, 401-407 Neerim Rd, CARNEGIE  
VIC 3163

### Administrative Fund

**Approved  
budget**

#### Revenue

Levies Due--Admin	208,000.00
<i>Total revenue</i>	208,000.00

#### Less expenses

Admin--Accounting--Taxation Services	5,000.00
Admin--Management Fees--Additional Services	200.00
Admin--Management Fees--Standard	28,393.50
Insurance--Premiums	38,000.00
Maint Bldg--Cleaning	34,000.00
Maint Bldg--Cleaning-- Additional Services	5,000.00
Maint Bldg--Cleaning--Windows/Glass	3,600.00
Maint Bldg--Essential Services	10,000.00
Maint Bldg--Essential Services Repairs	5,454.55
Maint Bldg--Fire Protection--Contract	1,800.00
Maint Bldg--General Repairs	15,000.00
Maint Bldg--Lift--Maintenance Contract	10,000.00
Maint Bldg--Lift--Telephone	600.00
Maint Bldg--Pest/Vermin Control	500.00
Utility--Electricity	14,000.00
Utility--Gas	150.00
Utility--Waste Management	25,380.00
Utility--Water & Sewerage	5,500.00
<i>Total expenses</i>	202,578.05

#### Surplus/Deficit

	5,421.95
Opening balance	(2,615.32)

#### Closing balance

\$2,806.63

Budgeted standard levy revenue	208,000.00
Add GST	20,800.00
Amount to raise in levies including GST	\$228,800.00

**Sinking Fund****Approved  
budget****Revenue**

Levies Due--Sinking 27,500.00

*Total revenue* 27,500.00**Surplus/Deficit**

27,500.00

Opening balance 43,010.30

**Closing balance**

\$70,510.30

Budgeted standard levy revenue 27,500.00

Add GST 2,750.00

Amount to raise in levies including GST \$30,250.00

## Balance Sheet - Group

### As at 28/02/2023

PS742761K

Portrait Apartments, 401-407 Neerim Rd, CARNEGIE  
VIC 3163

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(42,957.06)
Owners Equity--Admin	32,360.68
	<u>(10,596.38)</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	21,037.88
Owners Equity--Sinking	9,433.04
	<u>30,470.92</u>
<b>Net owners' funds</b>	<u><b>\$19,874.54</b></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	18,587.03
Receivable--Levies--Admin	4,479.82
Receivable--Owners--Admin	315.00
	<u>23,381.85</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	33,830.48
Receivable--Levies--Sinking	639.37
	<u>34,469.85</u>
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	1,709.79
	<u>1,709.79</u>
<b>Total assets</b>	<u><b>59,561.49</b></u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	4,524.27
Creditors--Other--Admin	(1,771.00)
Deposits Received--Admin Liability	56.95
Prepaid Levies--Admin	31,168.01
	<u>33,978.23</u>
<b>Sinking Fund</b>	
Creditor--GST--Sinking	(364.59)
Prepaid Levies--Sinking	4,363.52
	<u>3,998.93</u>
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	1,709.79
	<u>1,709.79</u>

<i>Total liabilities</i>	39,686.95
<b>Net assets</b>	<b>\$19,874.54</b>

**OC742761K OC2****Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	2,316.13
Owners Equity--Admin	5,664.93
	<u>7,981.06</u>

**Sinking Fund**

Operating Surplus/Deficit--Sinking	6,529.50
Owners Equity--Sinking	6,009.88
	<u>12,539.38</u>

**Net owners' funds****\$20,520.44****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	19,396.57
Receivable--Levies--Admin	1,694.96
	<u>21,091.53</u>

**Sinking Fund**

Cash at Bank--Sinking	14,069.23
Receivable--Levies--Sinking	233.90
	<u>14,303.13</u>

**Unallocated Money**0.00*Total assets*35,394.66**Less liabilities****Administrative Fund**

Creditor--GST--Admin	(1,998.28)
Creditors--Other--Admin	5,551.70
Deposits Received--Admin Liability	79.85
Prepaid Levies--Admin	9,477.20
	<u>13,110.47</u>

**Sinking Fund**

Creditor--GST--Sinking	424.57
Prepaid Levies--Sinking	1,339.18
	<u>1,763.75</u>

**Unallocated Money**0.00*Total liabilities*14,874.22**Net assets****\$20,520.44**

# Income & Expenditure Statement - Group

## for the financial year

### to 28/02/2023

PS742761K

Portrait Apartments, 401-407 Neerim Rd, CARNEGIE  
VIC 3163

#### Administrative Fund

	Current period	Annual budget	Budget / Actual
	01/03/2022-28/02/2023	01/03/2022-28/02/2023	(%)
<b>Revenue</b>			
Interest on Arrears--Admin	234.04	0.00	-
Levies Due--Admin	150,000.04	150,000.00	100.00
Miscellaneous Income--Keys, Swipes, Remotes--Non refundable	431.82	0.00	-
<b>Total revenue</b>	<b>150,665.90</b>	<b>150,000.00</b>	<b>100.44</b>
<b>Less expenses</b>			
Admin--Accounting--Taxation Services	700.00	700.00	100.00
Admin--Agent Disbursements	3,092.55	3,070.00	100.73
Admin--Data Storage	147.62	121.00	122.00
Admin--Management Fees--Additional Services	200.00	700.00	28.57
Admin--Management Fees--Standard	21,096.25	21,000.00	100.46
Admin--Postage	68.19	0.00	-
Admin--Website Hosting	0.00	1,000.00	-
Insurance--Premiums	48,961.35	32,000.00	153.00
Insurance--Valuation	2,500.00	2,300.00	108.70
Maint Bldg--Airconditioning & Repairs	1,625.00	0.00	-
Maint Bldg--Cleaning	14,449.51	12,000.00	120.41
Maint Bldg--Cleaning-- Additional Services	0.00	4,000.00	-
Maint Bldg--Consultants	1,569.09	0.00	-
Maint Bldg--Doors & Windows	345.00	0.00	-
Maint Bldg--Electrical	950.00	0.00	-
Maint Bldg--Essential Services	13,746.96	9,090.91	151.22
Maint Bldg--Essential Services Repairs	8,043.00	5,454.55	147.45
Maint Bldg--Fire Protection	870.00	0.00	-
Maint Bldg--Fire Protection--Contract	1,657.00	1,800.00	92.06
Maint Bldg--Fire Protection--Extinguishers	2,342.00	0.00	-
Maint Bldg--FRV--False Alarms	213.45	0.00	-
Maint Bldg--Garage Doors	1,444.00	0.00	-
Maint Bldg--General Repairs	5,070.36	10,000.00	50.70
Maint Bldg--Hot Water Service	48.03	0.00	-
Maint Bldg--Insurance Repairs	(140.13)	0.00	-
Maint Bldg--Locks, Keys & Card Keys	1,251.19	0.00	-
Maint Bldg--Miscellaneous	999.00	0.00	-
Maint Bldg--Pest/Vermin Control	450.00	500.00	90.00
Maint Bldg--Plumbing & Drainage	4,565.91	0.00	-

Maint Bldg--Security Surveillance Equipment	10,455.00	0.00	-
Maint Bldg--Security--Contract	975.00	0.00	-
Maint Bldg--Signs & Notice Boards	190.91	0.00	-
Maint Grounds--Lawns & Gardening	875.00	0.00	-
Utility--Electricity	14,209.41	16,000.00	88.81
Utility--Gas	135.56	111.00	122.13
Utility--Waste Management	25,193.80	16,000.00	157.46
Utility--Water & Sewerage	5,322.95	6,000.00	88.72
<i>Total expenses</i>	193,622.96	141,847.46	136.50
<b>Surplus/Deficit</b>	(42,957.06)	8,152.54	
Opening balance	32,360.68	32,360.68	
<b>Closing balance</b>	<b>-\$10,596.38</b>	<b>\$40,513.22</b>	



**Sinking Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Budget / Actual</b>
	01/03/2022-28/02/2023	01/03/2022-28/02/2023	(%)
<b>Revenue</b>			
Interest on Arrears--Sinking	37.96	0.00	-
Levies Due--Sinking	20,999.92	21,000.00	100.00
<i>Total revenue</i>	21,037.88	21,000.00	100.18
<b>Less expenses</b>			
Maint Bldg--Consultants	0.00	1,000.00	-
<i>Total expenses</i>	0.00	1,000.00	0.00
<b>Surplus/Deficit</b>	21,037.88	20,000.00	
Opening balance	9,433.04	9,433.04	
<b>Closing balance</b>	<b>\$30,470.92</b>	<b>\$29,433.04</b>	

**OC742761K OC2****Administrative Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Budget / Actual</b>
	01/03/2022-28/02/2023	01/03/2022-28/02/2023	(%)
<b>Revenue</b>			
Interest on Arrears--Admin	202.02	0.00	-
Levies Due--Admin	45,999.90	46,000.00	100.00
<i>Total revenue</i>	46,201.92	46,000.00	100.44
<b>Less expenses</b>			
Admin--Accounting--Taxation Services	750.00	700.00	107.14
Admin--Agent Disbursements	300.00	300.00	100.00
Admin--Management Fees--Standard	2,100.00	2,100.00	100.00
Maint Bldg--Cleaning	20,853.65	22,000.00	94.79
Maint Bldg--Cleaning-- Additional Services	2,791.32	1,000.00	279.13
Maint Bldg--Cleaning--Carpet/Furniture	1,470.90	0.00	-
Maint Bldg--Cleaning--Windows/Glass	1,800.00	4,000.00	45.00
Maint Bldg--Door & Window Maintenance Contract	280.00	0.00	-
Maint Bldg--Electrical Lamps & Tubes	25.00	0.00	-
Maint Bldg--General Repairs	0.00	5,000.00	-
Maint Bldg--Lift--Maintenance Contract	11,148.00	10,000.00	111.48
Maint Bldg--Lift--Servicing/Repair	790.00	0.00	-
Maint Bldg--Lift--Telephone	526.92	600.00	87.82
Maint Bldg--Locks, Keys & Card Keys	175.00	0.00	-
Maint Bldg--Pest/Vermin Control	45.00	0.00	-
Maint Bldg--Plumbing & Drainage	830.00	0.00	-
<i>Total expenses</i>	43,885.79	45,700.00	96.03
<b>Surplus/Deficit</b>	2,316.13	300.00	
Opening balance	5,664.93	5,664.93	
<b>Closing balance</b>	<b>\$7,981.06</b>	<b>\$5,964.93</b>	

**OC742761K OC2****Sinking Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Budget / Actual</b>
	01/03/2022-28/02/2023	01/03/2022-28/02/2023	(%)
<b>Revenue</b>			
Insurance Excess--Sinking	(0.34)	0.00	-
Interest on Arrears--Sinking	29.88	0.00	-
Levies Due--Sinking	6,499.96	6,500.00	100.00
<i>Total revenue</i>	6,529.50	6,500.00	100.45
<b>Less expenses</b>			
Maint Bldg--Consultants	0.00	1,000.00	-
<i>Total expenses</i>	0.00	1,000.00	0.00
<b>Surplus/Deficit</b>	6,529.50	5,500.00	
Opening balance	6,009.88	6,009.88	
<b>Closing balance</b>	<b>\$12,539.38</b>	<b>\$11,509.88</b>	

2018

# Owners Corporation Rules

Portrait Apartments  
Carnegie



## **Owners Corporation Model Rules PS 742761K**

### **‘Portrait Apartments’ 401-407 Neerim Road, Carnegie VIC 3163**

#### **1. HEALTH, SAFETY AND SECURITY**

##### **1.1. Insurance**

An owner or occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

##### **1.2. Security and security keys**

(a) An owner or occupier of a lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the building.

(b) The Owners Corporation may charge a reasonable fee for any additional Security Key required by the owner or occupant.

(c) An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavors including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation.

(d) An Owner or Occupier of a lot in possession of a Security Key must not without prior written approval from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the proprietor or the Owners Corporation.

(e) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

##### **1.3. Waste disposal**

(a) 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.

(b) An Owner, Occupier or Visitor must not: -

(i) Deposit, throw, or allow to be deposited or thrown, garbage, waste or any other matter onto the common property at any time.

(ii) Dispose of garbage except in the manner specified below or directed by the Owners Corporation in writing from time to time as follows;

- only in the household or recycling bin allocated to their lot;
- glass items and recyclable plastic containers must be completely drained, cleaned and deposited in unbroken condition in the recycling bin allocated to their lot by the Owners Corporation;
- all cardboard boxes, paper and packaging must be broken down and neatly packed in the recycling bin;
- all other recyclable items must be deposited in the recycling bin allocated to their lot by the Owners Corporation; and
- all other garbage must be drained and securely wrapped in garbage bags and deposited in the household bin allocated to vegetable/food waste must be contained in such a manner as not to smell, escape or cause offence in transportation or storage thereof.

(c) All rubbish and recycling bins and any area specifically provided for the storing of rubbish and recycling bins must be kept in a clean and hygienic state at all times.

## **2. MANAGEMENT AND ADMINISTRATION**

### **2.1. Owners to provide Australian address for service of notices**

- (a) All owners must provide to the Owners Corporation a postal address for services of notices within Australia, failing which, all notices and documents will be deemed to be properly service at the lot.
- (b) Any lot owner may provide one email for communications, notices and documents of the Owners Corporation, but must also provide a postal address as per subrule 2.1(a)

### **2.2. Complaints**

Any complaint or application to the Owners Corporation must be addressed in writing to the manager. If at any time there is no manager of the Owners Corporation then any complaint or application to the Owners Corporation must be addressed in writing to the secretary for the time being of the Owners Corporation.

### **2.3. Metering of services and apportionment of costs of services**

- (a) 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 the supplier would have charged the lot owner or occupier for the same goods or services.
- (b) 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.
- (c) Subrule (b) does not apply if the concession or rebate –
  - (i) 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
  - (ii) If paid directly to the lot owner or occupier as a refund.

### **2.4. Emergency Works and Diagnostic Costs**

If in the opinion of the Chairperson or manager of the Owners Corporation an emergency has arisen likely to cause loss or damage to the common property or to private property then the chairperson or manager are authorised without further resolution of the Owners Corporation to use best endeavors to arrange for such repairs or diagnostic tests as may be reasonably necessary to prevent further loss or damage.

### **2.5. Fire**

- (a) An owner or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation relating to fire and fire safety in respect of the lot;
- (b) An owner or occupier of a lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape; and
- (c) An owner or occupier of a lot must ensure that all fire doors, exhaust systems and smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

## **3. USE OF COMMON PROPERTY**

### **3.1. Use of common property**

- (a) 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.
- (b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purpose any portion of the common property.
- (c) An owner or occupier must not make, or permit to be made, unreasonable noise in or about the common property which may disturb the peaceful enjoyment by any other person on the common property or any lot.

- (d) An owner or occupier of a lot must not use and must not permit to be used any bicycle, skateboard, roller blades on any part of the common property.
- (e) An owner or occupier of a lot must not permit any person under the age of 16 under the control of that owner or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- (f) An owner or occupier of a lot must not smoke and must not permit any invitee to smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant storage or garden areas, forming part of the common property or such other parts of the common property as the Owners Corporation or its manager may designate from time to time.
- (g) An owner or occupier must not allow smoke or noise to emanate from any lot so as to cause a nuisance to any other owner or occupier.
- (h) An owner or occupier must not permit, without prior written approval from the Owners Corporation, any tradesperson or work people to be in a lot or on common property
  - (i) On a Saturday, Sunday or public holiday; or
  - (ii) Before 8am or after 5pm on any other day.
- (l) An approval under subrule (b) and (h) may state a period for and conditions on which the approval is granted.

### **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 allocated from time to time for visitor car parks; or
- (b) On the common property so as to obstruct 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 from time to time and owners and occupiers must observe any parking directions given orally or published by the manager from time to time in respect of parking; or
- (d) An owner or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice is served in accordance with rule 4.1(b) below.

### **3.3. Damage to common property**

- (a) An owner or occupier of a lot must not damage or alter the common property.
- (b) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property.
- (c) The Owners Corporation may grant approval in writing for alterations to common property and may state a period for which the approval is subject including engaging appropriate experts at the expense of the member requiring the approval.
- (d) An owner or occupier of a lot must not install any awning, screen, sign or barrier on the exterior of a lot or any part of the common property without prior approval in writing of the Owners Corporation which may specify the terms and conditions upon which such approval is granted.
- (e) An owner or occupier of a lot must not install any device cabling, pipes or wires in or over any common property without the consent in writing of the Owners Corporation Committee.

### **3.4. Pets and animals**

- (a) An owner or occupier of a lot may keep an animal on his or her lot.
- (b) Should an owner or occupier of a lot allow any animal access to the common property, the proprietor of the lot shall be responsible for the cost of any repairs and/or cleaning required to the common property. The Owners Corporation may incur this cost on behalf of the owner and then seek reimbursement from that owner.
- (c) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (d) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (c) must remove that animal.
- (e) Subrule (c) and (d) do not apply to an animal that assists a person with an impairment or disability.

## **4. LOTS**

### **4.1. Appearance of a lot**

- (a) An owner or occupier must keep that lot clean and in good repair.
- (b) An owner or occupier must not allow any garden, deck or open land visible from common property to become overgrown or unsightly.
- (c) An owner or occupier must not without prior written consent from the Owners Corporation: -
  - (i) Maintain anything inside the lot visible from outside the lot that is not in keeping with the rest of the building;
  - (ii) Alter in any way the external façade or structural appearance, colour of any unit;
  - (iii) Install bars, screens or grilles or other locking or safety devices to the exterior of any windows or doors of a lot;
  - (iv) Attach to or hang from the exterior of the lot any aerial or any security device or wires;
  - (v) Install or operate any intruder alarm which emits a signal audible outside the owner's lot;
  - (vi) Tint or otherwise treat any glazed portions of the lot or the common property that surrounds the lot so as to change the visual characteristics of the glazing; or
  - (vii) Install, store, place, display or hang any chattel or item (including without limitation air conditioner or any item of clothing, linen or wind chimes) on or from a balcony terrace of either a lot or any part of the common property, except for pot plants, barbecues, outdoor chairs and tables which must be kept in a clean and tidy state;

### **4.2. Change of use of lots**

An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation without prior written approval from 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.

### **4.3. Business**

- (a) An occupier of a lot must not use or permit the lot or any part thereof to be used for carrying on any trade or business or for any use other than that of a private residence or home office without prior written approval of the Owners Corporation.
- (b) Subrule 4.3.(a) does not apply to Commercial Lots except in so far as the use of the Commercial Lots must receive prior written approval of the Owners Corporation.
- (c) Any prior written approval required under subrules 4.3.(a) and 4.3.(b) above must not be unreasonably withheld by the Owners Corporation.
- (d) In addition to prior written approval required from the Owners Corporation under subrules 4.3.(a) and 4.3.(b) above, all lots must be used for a purpose that is lawful and/or permitted by the zoning or town planning restrictions affecting those Lots from time to time.

### **4.4. Building and Construction**

- (a) An owner or occupier of a lot must not undertake any building works within or about or relating to an Owners Corporation member's lot except in accordance with the following requirements:-
  - (i) Any building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
  - (ii) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other lot owners and occupiers in accordance with these rules.
- (b) An owner or occupier of a lot must not proceed with any such works until the owner or occupier:



- (i) Submits to the Owners Corporation plans and specifications of any works proposed by the owner or occupier which affect the external appearance of the building and or any part of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
  - (ii) Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
  - (iii) Receives prior written approval for those works from the Owners Corporation, such approval not to be unreasonably withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor engaged by the owners to consider such plans and specifications) by the owner or occupier and such approval shall not be effective until such costs have been paid; and
  - (iv) Pays reasonable costs in accordance with subrule c) above.
  - (v) The approval in accordance with subrule c) above may include any terms, conditions and specifications for the works as required by the Owners Corporation.
- (c) Before any of the owner's or occupiers works commence the owner or occupier must: -
- (i) Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
  - (ii) Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- (d) The owner or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures, fittings or finishes thereof or therein or any part of any lot which are caused by such works and if the owner or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the owner or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that even the owner or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

## **5. BEHAVIOR OF PERSONS**

### **5.1. Behavior 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 owner or occupier of a lot.

## **6. NEGATIVE OBLIGATIONS**

An owner or occupier must not:-

- 6.1.** Use the lot for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
- 6.2.** Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- 6.3.** Use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time;
- 6.4.** Interfere with the operation of any plant and equipment owned by the Owners Corporation and installed on the common property;
- 6.5.** Alter in any way the external façade or structural appearance, colour of any common property;
- 6.6.** Erect or affix any sign or notice advertising a lot for sale or lease on any part of the building or on the common property or from any lot without the prior written approval of the Owners Corporation;
- 6.7.** Display any placard, advertisement or sign in or upon the owner's lot or upon the common property without the written approval of the Owners Corporation.

## **6.8. Signs**

An owner or occupier of a lot must not allow the erection of any for sale, lease, licence or sub-lease boards or signs of any description on the common property, or in any window facing in or out of the building visible from common property or on any part of common property without the prior written approval from the Owners Corporation. Any such approval may specify the terms on which the approval is granted.

## **6.9. Noise and other nuisance control**

(a) 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 owner or occupier of a lot.

(b) An owner or occupier of a lot or a guest of an owner or occupier, must not make noise between the hours of 11:00pm and 7:00am which may be heard outside the owner's or occupier's lot and must comply with EPA Residential Noise Regulations.

## **6.10. Mail, Newspaper, Deliveries and Letterboxes**

The occupier of a lot must not fail to clear and keep clear on each day and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should an owner or occupier be absent for any reason whatsoever for any period exceeding twenty four (24) hours. Notwithstanding that, this requirement may be waived entirely or otherwise amended by the owners corporation provided that any such waiver is obtained from the Owners Corporation in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

## **6.11. Blinds**

(a) A proprietor or occupier of a lot must not install or permit the installation of any awnings to the exterior of any lot or any part of the common property other than as permitted by the Owners Corporation.

(b) A proprietor or occupier of a lot must not install any window furnishings on the interior of any windows forming part of any Lot other than neutral, off-white colored roller blinds.

# **7. OWNERS CORPORATION CONSENT**

**7.1.** Any consent or approval given by the Owners Corporation and/or its manager may state the period and terms upon which the approval is granted.

**7.2.** Any consent or approval given by the Owners Corporation under these rules, will if practicable, be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent. The Owners Corporation and/or its manager are not responsible for any costs incurred by an owner and/or occupier of a lot as a result of the Owners Corporation reasonably retracting any consent that has previously been given.

# **8. DISPUTE RESOLUTION**

## **8.1. Dispute Resolution Procedure**

(a) The grievance procedures set out in this rule applies to disputes involving a lot owner, or an occupier or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.

(c) The Owners Corporation will be represented for all dispute resolution purposes by one or more of:-

- (i) The manager; or
- (ii) The grievance committee; or
- (iii) The chairperson;

("the OC representative") who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. The rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

(d) If the representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("**breach**"), the OC representatives must give 28 days notice to rectify the breach to the person who allegedly committed the breach ("**respondent**") in accordance with Section 155 of the Act ("**S155 Notice**"). A copy of the S155 Notice must be given to both the lot occupier and the lot owner.

(e) If the respondent does not rectify the breach within the 28 days after the date of the S155 notice the OC representative may decide to give a final notice stating that the respondent must within 28 days after the date of such final notice rectify the breach in accordance with Section 157 of the act ("**Final Notice**").

(f) The OC representatives may decide to apply to VCAT for an order requiring rectification of the breach if the respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.

(g) At any time after the Owners Corporation representatives become aware that a complaint remains unresolved the Owners Corporation representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complaint and the respondent and:-

(i) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions to be heard.

(ii) The parties must each:-

- Use their best endeavors to make available to the Owners Corporation representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
- Attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.

(iii) The Owners Corporation representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the Owners Corporation representatives in their sole discretion think fit on behalf of the Owners Corporation.

## **8.2. Reference of Dispute to an Expert**

(a) In the event of any dispute or difference as to the effect of or operation of the plan of subdivision of the Owners Corporation, the interpretation and performance of obligations under these rules, the Act or the Regulations, that dispute or difference may, if the Owners Corporation representatives the complainant and respondent agree, be referred for determination by a person (Expert) who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria.

(b) Parties to use best endeavors

When any dispute or difference has been referred for expert determination, the parties must each:-

(i) Use their best endeavors to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and

(ii) Ensure that their respective employees, agents or Consultants are available to appear at any hearing or enquiry called for, by the Expert.

(c) Right to be heard

The parties each have the right to:-

(i) Make submissions to; and

(ii) Be heard by; and

(iii) Each party may be legally represented before the Expert.

(d) Expert's decision

The decision of the Expert must be delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.

(e) Expert may appoint other expert to assist The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such other expert is deemed to form part of the determination costs and expenses.

(f) Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

(g) Costs of determination

**Body Corporate Strata Group**

The Expert must also determine: -

- (i) The amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation); and
- (ii) Which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination including any offers made to resolve the dispute and the costs so determined will be recoverable in a Court or Tribunal of competent jurisdiction as a debt due.

### **8.3. Conduct pending dispute resolution and/or expert determination**

In the event of the matter being the subject of dispute resolution or referred for the decision of an independent expert:-

- (a) These Rules, the Act and the Owners Corporations Regulations 2007 ("the Regulations") will be adhered to pending the decision; and
- (b) If either party is challenging any payment claimed by the other:-
  - (i) So much of that payment, as is admitted to be owing, must be paid immediately; and
  - (ii) An appropriate adjustment must be made within 14 days of resolution.

### **8.4. Costs**

All costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act, the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the Owners Corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the owners corporation. In all circumstances where costs and expenses are recoverable from an occupier of a lot, the owner of that lot will be jointly and severally liable with the occupier to pay those costs and expenses to the Owners Corporation.

### **8.5. Owners Corporation may commence debt recovery proceedings**

The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in the Magistrate's Court in Victoria or any other competent Court including the Supreme Court of Victoria or the Federal Court of Australia for purposes of enforcement of recovery of debts due. This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine and appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

### **8.6. General Provisions for Dispute Resolution.**

- (a) If the dispute is not resolved, the grievance committee, secretary or chairperson must issue the Notices required under Part 10 and notify each party of his or her right to take further action under Part 11 of the Act.
- (b) This dispute resolution process must comply with Part 10 of the Act.

## Balance Sheet

### As at 29/04/2024

PS742761K

Portrait Apartments, 401-407 Neerim Rd, CARNEGIE  
VIC 3163

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	41,461.82
Owners Equity--Admin	(2,615.32)
	<u>38,846.50</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	8,542.13
Owners Equity--Sinking	43,010.30
	<u>51,552.43</u>
<b>Net owners' funds</b>	<u><b>\$90,398.93</b></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	84,314.81
Receivable--Levies--Admin	7,047.20
Receivable--Owners--Admin	205.00
	<u>91,567.01</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	68,334.33
Receivable--Levies--Sinking	940.19
	<u>69,274.52</u>
<b>Unallocated Money</b>	<u>0.00</u>
<b>Total assets</b>	<u><b>160,841.53</b></u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	3,384.13
Creditors--Other--Admin	(715.00)
Deposits Received--Admin Liability	136.80
Prepaid Levies--Admin	1.33
	<u>2,807.26</u>
<b>Sinking Fund</b>	
Creditor--GST--Sinking	(20.52)
Prepaid Levies--Sinking	0.18
	<u>(20.34)</u>
<b>Unallocated Money</b>	<u>0.00</u>
<b>Total liabilities</b>	<u><b>2,786.92</b></u>
<b>Net assets</b>	<u><b>\$158,054.61</b></u>

\* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

## What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

## How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

# Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: \_\_\_\_\_

Property address: 214/405 Neerim Rd

Carnegie VIC 3163

Lot no.: 215 Plan of subdivision: 742761K

*[Cross out whichever is not applicable]*

The Purchaser/recipient 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.

From: Vendor/supplier: Lilia Viktorovna Mechkova

Dated: 29/04/2024

Signed by or on behalf of the vendor/supplier: Inna Segal – authorised to sign on behalf of vendor

# 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.



## 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.

(04/10/2016)