

DATED

**CONTRACT OF SALE
&
VENDOR'S STATEMENT**

PROPERTY :
Unit 11/2-4 Elizabeth Street
BRAYBROOK 3019

VENDOR'S REPRESENTATIVE -
Devonshire Conveyancing

G02/1 Foundry Road
Sunshine 3020

Phone No: (03) 9312-0418
Mob No: 0431 823 801
Ref : 10152 (tn)

SUPPLIER GST WITHHOLDING NOTICE

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

To:

Purchaser's Representative:

Property address: UNIT 11/2-4 ELIZABETH STREET, BRAYBROOK 3019

Contract Date:

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:

Yes No

If No was selected:

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cwlth)* as follows in relation to the supply of the above property:

Withholding amount: \$

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement.

Yes or specify date: __/__/20__

Vendor/supplier ABN: _____

From: Vendor/supplier: ELVIS PHUONG NGUYEN

Date:

Signed by the vendor/supplier: _____

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Unit 11/2-4 Elizabeth Street, BRAYBROOK 3019

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20

Print name of person signing..... **ELVIS PHUONG NGUYEN**

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

(Section 31 Sale of Land Act 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

Off-the-plan Sale

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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 became the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Bells Real Estate
14 Devonshire Road, SUNSHINE 3020

Tel: 9300 9000 Fax: 9312 5895 Ref: Martin Artigas Email: sales@bellsrealestate.com.au

VENDOR

ELVIS PHUONG NGUYEN

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Devonshire Conveyancing
of G02, 1 Foundry Road Sunshine 3020

Tel: 9312 0418 Mob: 0431 823 801 Ref: 10152 tn Email: conveyancing@devonshire.com.au

PURCHASER

of

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general condition 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 10235 Folio 836	22	PS342679Y

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

Unit 11/2-4 Elizabeth Street, BRAYBROOK 3019

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

(general condition 2.3 (f))

PAYMENT (general condition 11)

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words **'Farming business'** or **'going concern'** in this box:

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

GST- RESIDENTIAL WITHHOLDING PAYMENT

if the property being sold is new residential premises or potential residential land and the Vendor is making a taxable supply, then Special Condition 7 applies.

Irrespective of whether or not the property is new residential premises or potential residential land, the Vendor must give the Purchaser a Notice pursuant to S.14-555 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

SETTLEMENT (general condition 10)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and/or the issue of the Certificate of Occupancy; whichever is the later date.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box:

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

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

LOAN (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

if the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

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 the blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4.1, 4.2, 4.3, etc.)

Special condition 1 – Acceptance of Title

General condition 12.4 is added:

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

Special condition 2 – Foreign resident capital gains withholding

- 2.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 2.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special 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.
- 2.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is 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.
- 2.4 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.
- 2.5 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 special condition; and
 - b) ensure that the representative does so.
- 2.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interest and instructions that the representative must:
- a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 2.7 The representative is taken to have complied with the obligations in special condition 2.6 if:
- a) the settlement is conducted through the electronic Conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 2.8 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.
- 2.9 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.

- 2.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special Condition 3 – Electronic Conveyancing

- 3.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with *the Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".
- 3.2 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 3.4 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*
 - c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 3.5 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 3.6 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.7 Settlement occurs when the workspace records that:
- a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 3.8 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 3.7 has not occurred by 4:00pm, or 6:00pm if the nominated time for settlement is after 4:00pm.
- 3.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 3.10 The vendor must:
- a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - c) deliver all other physical documents and items (other than goods sold by the contract) to which the purchaser is entitled at settlement, and any other 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
 - d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

Special Condition 4

- 4.1 **Planning Schemes:** The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.
- 4.2 **No Representations:** It is hereby agreed between the parties hereto 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 his Agent except such as are made conditions of this contract.
- 4.3 **Dwelling:** The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.
- 4.4 **Deposit:** The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
- 4.5 **Auction:** The Rules for the conduct of the auction shall be as set out in Schedule of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 4.6 **Guarantee:** If a company purchases the property:
- a) any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
 - b) the directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.
- 4.7 **FIRB Approval:** The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the purchaser to obtain consent to enter this contract. The purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

Special Condition 5 - Delivery of Transfer

- 5.1 The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 27.

General Condition 26 is amended as follows:- The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to buy the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of sixteen (16%) per centum per annum in lieu of the rate as specified in Condition 4 of the Seventh Schedule of Table A of the Transfer of Land Act 1958 as well as the following expenses:

- a) All costs incurred by the Vendor associated with bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.
- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Additional costs and expenses as between the Vendor and the Vendor's representative.
- e) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- f) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- g) Should a default notice be served on the purchaser by the vendor, the purchaser must pay the Vendor's representative the amount of \$770.00 including GST.
- h) Rescheduling or extension request to the Settlement date, the Purchaser must pay to the Vendor's representative an amount of \$250.00 plus any such fees levied by the Vendor's Mortgagee and/or third parties.

- 5.2 General Condition 11.6 is not applicable. The purchaser must pay bank fees on up to 8 bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.
- 5.3 In the interpretation of this Contract where the context permits, words importing the singular number shall include the plural and words importing any gender shall include any other gender and words importing persons shall include corporations and vice versa. If there shall be more than one Purchaser the agreements and obligations of the Purchasers hereunder shall bind any two or more of them jointly and each of them severally.
- 5.4 Where the Vendor is a corporation and there are registered ASIC charges over the vendor, the Vendor warrants that any charge does not affect the property, and he will not be required to provide any release of charge nor any letter of comfort at settlement. The purchaser may make no adjustment for registration of any such documents.
- 5.5 Where General Condition 14 applies, and the Purchaser ends the Contract due to failure to obtain finance, the Purchaser must provide written evidence from the relevant Financial institution to the Vendor that all reasonable efforts to obtain finance were made, together with a formal letter of rejection, within 2 working days after the due date for approval, Failing which, General Condition 14 lapses automatically, and this contract becomes unconditional as to finance.

Special Condition 6 – Nomination

General Condition 18 shall be deleted and replaced by the following special condition:

- 6.1 The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract.
- 6.2 If the Purchaser nominates, such nomination can only occur if:
- a) The Purchaser is not in default pursuant to this Contract; and
 - b) Notice is given prior to fourteen (14) days prior to the Settlement Date; and
 - c) If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - d) If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the Vendor's Legal Practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.
- 6.3 The costs of such nomination are fixed at \$220.00 inclusive of GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the Vendor's Legal Practitioner upon nomination by the Purchaser.

Special Condition 7 - GST Withholding

- 7.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 7.2 This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 7.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 7.4 The purchaser must:

- a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - b) ensure that the representative does so.
- 7.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- a) 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 special 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 Commissioner relating to payment; and
 - c) otherwise comply, or ensure compliance, with this special 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.
- 7.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- a) so agreed by the vendor in writing; and
 - b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 7.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 7.9 A party must provide the other party with such information as the other party requires to:
- a) Decide if an amount is required to be paid or the quantum of it, or
 - b) Comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 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.
- 7.10 The vendor warrants that:
- a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
- b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

7.12 This special condition will not merge on settlement.

GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
- (a) the purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

2. Vendor warranties

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

3. Identity of the land

- 3.1 An omission or mistake in the description, measurements or area of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of company charge

The vendor must provide at settlement a release of the property from any registered charge lodged under the Corporations Act 2001 (Cth) if requested in writing to do so at least 21 days before settlement. This obligation does not apply if the chargee is the proprietor of a registered mortgage over the land. The vendor must pay the registration fee if either party requires registration of that release.

8. Builder warranty insurance

The vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

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

MONEY

10. Settlement

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

- (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid:
 - (i) to the vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision; or
 - (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by draft or cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides proof, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the day of sale; and
- (c) all conditions of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies sections 6(1) and 6(2) of the Sale of Land Act 1962; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

VENDOR STATEMENT

**PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)**

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.

Vendor: **ELVIS PHUONG NGUYEN**

Property: **Unit 11/2-4 Elizabeth Street, BRAYBROOK 3019**

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 certificates.

Authority	Amount	Interest
Maribyrnong City Council	Usual rate to be adjusted	per annum
City West Water	Usual rate to be adjusted	per annum
Owners Corporation Services	Usual rate to be adjusted	per annum

Any further amount (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the Vendors knowledge

(b) Their total does not exceed - \$5,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents

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

The best of the Vendor's knowledge is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Bushfire

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the Building Act 1993.

3.3 Road Access

There is access to the property by road

3.4 Planning Scheme

Name: Maribyrnong Planning Scheme
Responsible authority: Maribyrnong City Council
Zoning: See attached certificate

The planning instrument does not prohibit the construction of a dwelling on the land.

The Purchaser/s hereby undertakes to direct all enquired to the local Government authorities for any Planning overlays or restrictions affecting the land prior to signing the Contract.

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:-

None to the Vendors knowledge

5. BUILDING PERMITS

Particulars of any building permit under the Building Act 1993 in the preceding 7 years in relation to a building on the land (required only where the Property includes a residence)

No such approvals have been granted.

6. OWNERS CORPORATION

The Land is affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987 is NOT-

- land that is to be transferred under the agreement,
- land on which works are to be carried out under the agreement (other than Crown land).
- Land in respect of which a GAIC is imposed

8. SERVICES

Information concerning supply of the following services:

Service	Available	Name of Authority (if service connected)
Electricity	Yes	Purchaser choice
Gas	Yes	Purchaser choice
Water	Yes	City West Water
Sewerage	Yes	City West Water
Telephone	No	Telstra/Optus

9. TITLE- attached are the following documents concerning Title:

Copies of the title Volume 10235 Folio 836 are attached

10. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate 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.)

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

VOLUME 10215 FOLIO 836

Security no : 124088674189Y
Produced 24/03/2021 12:42 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 342679Y.
PARENT TITLE Volume 10215 Folio 345
Created by instrument PS342679Y 15/06/1995

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ELVIS PHUONG NGUYEN of UNIT 11 2-4 ELIZABETH STREET BRAYBROOK VIC 3019
AS332108Y 06/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1998 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS342679Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 11 2-4 ELIZABETH STREET BRAYBROOK VIC 3019



OWNERS CORPORATIONS

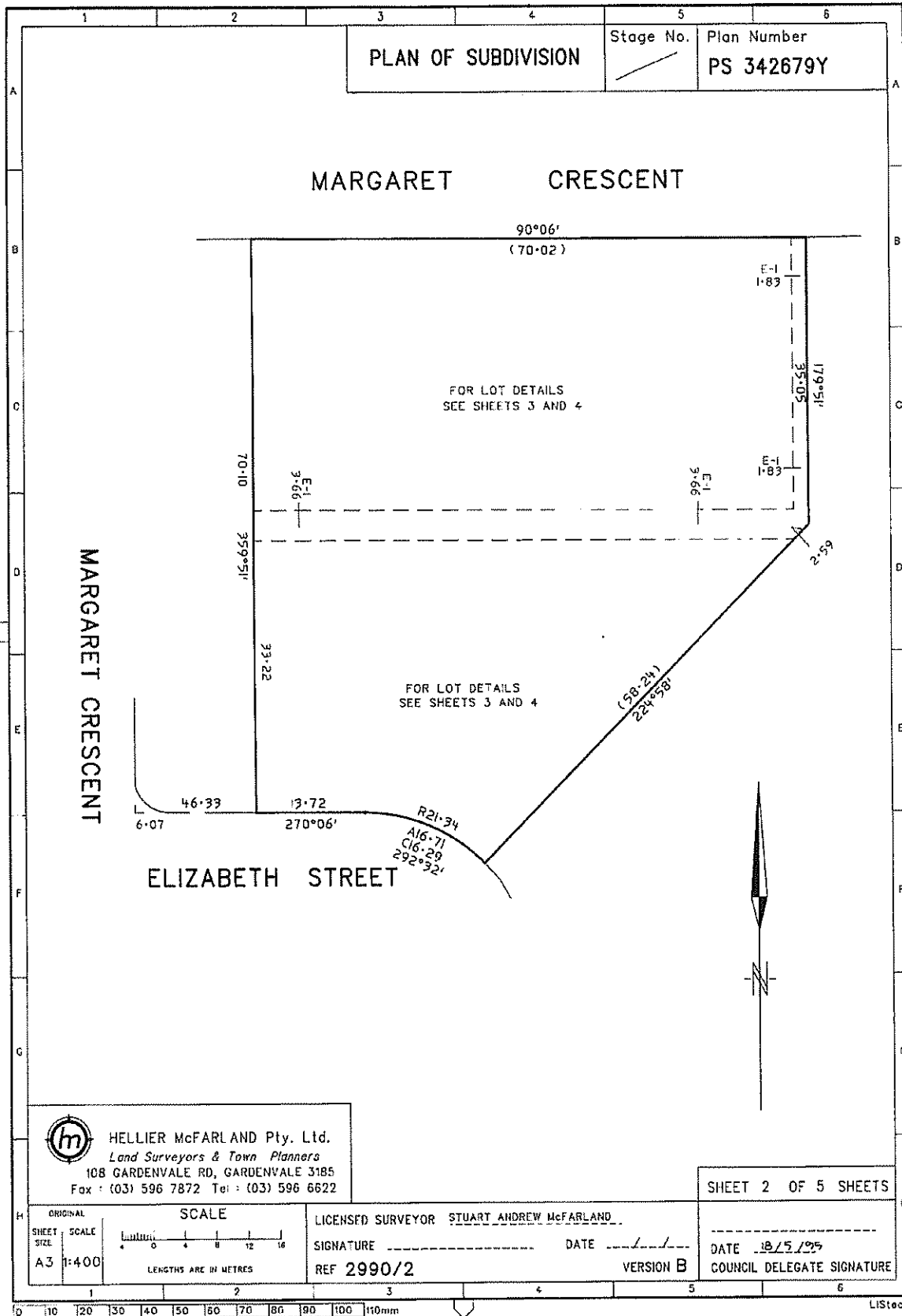
The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS342679Y

DOCUMENT END

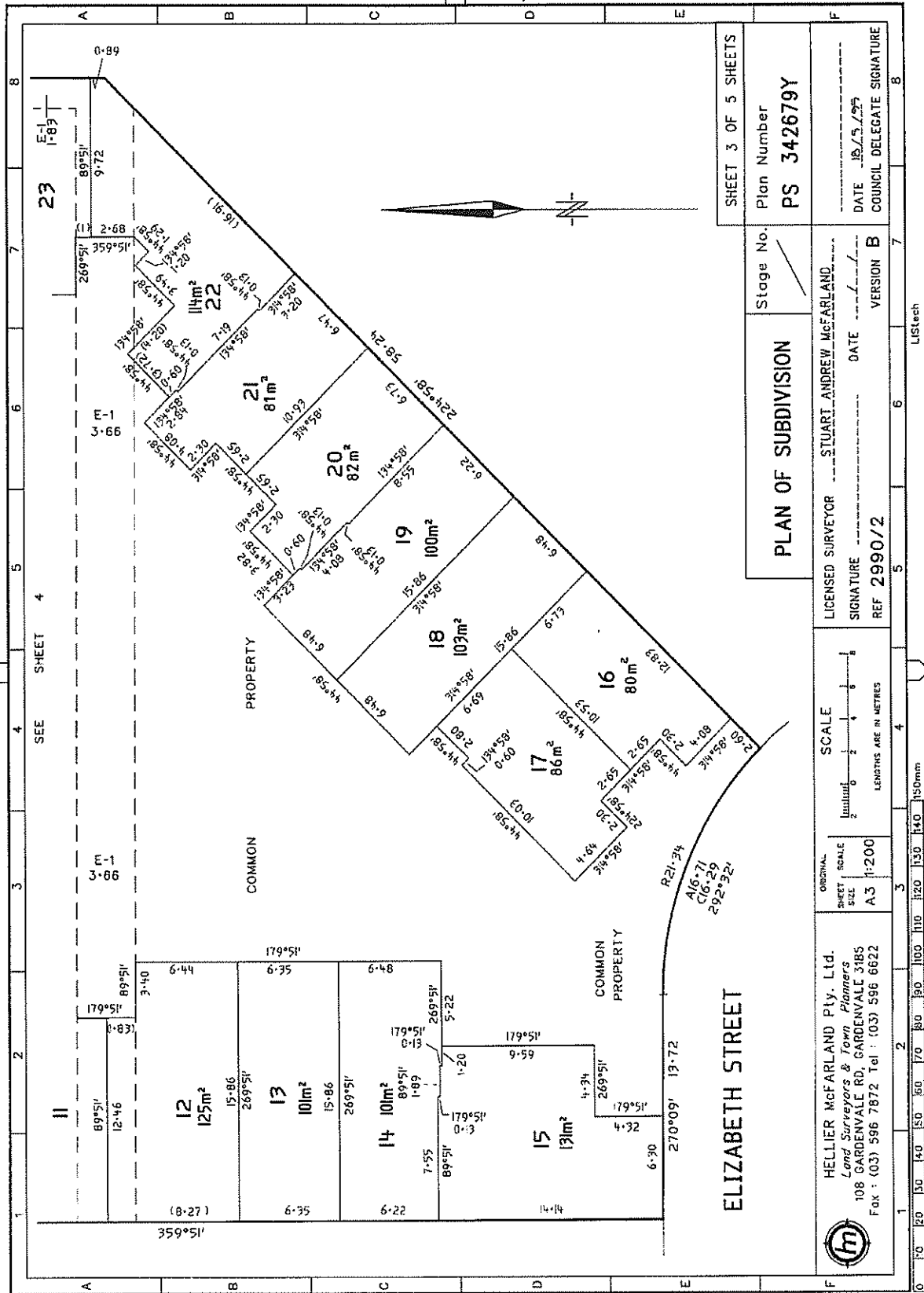
Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by triSearch (Website) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION		Stage No. /	LTO use only EDITION 1	Plan Number PS 342679Y
Location of Land Parish: CUT PAW PAW Township: Section: Crown Allotment: Crown Portion: 17 (PART) LTO base record: CHART 116 ^B (2478) Title References: Vol 10215 Fol 345 Last Plan Reference: CP 358251Q Postal Address: 12 - 18 MARGARET CRESCENT 2 - 4 ELIZABETH STREET BRAYBROOK 3019 AMG Co-ordinates: N 5 815 450 (Of approx. centre of plan) E 311 500 Zone 55		Council Certification and Endorsement Council Name: CITY OF MARIBYRNONG Ref: TPM 9573 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(2) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 18 / 5 / 95 Re-certified under section 11(2) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Depth Limitation: Does not apply		Staging This is/ is not a staged subdivision Planning Permit No.		
Other Notations COMMON PROPERTY IS ALL LAND IN THE PLAN EXCEPT LOTS 1 TO 24		Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LOTS ON THIS PLAN				LTO use only Statement of Compliance / Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	DRAINAGE & SEWERAGE	SEE DIAG	LP 59139	LOTS ON LP 59139
E-1	SEWERAGE	SEE DIAG	PC 358251Q	MELBOURNE WATER CORPORATION
				Received <input checked="" type="checkbox"/> Date 30 / 5 / 95
				LTO use only PLAN REGISTERED TIME 3.00 PM DATE 15 / 6 / 95  Assistant Registrar of Titles
				Sheet 1 of 5 Sheets
 HELLIER McFARLAND Pty. Ltd. Land Surveyors & Town Planners 108 GARDENVALE RD, GARDENVALE 3185 Fax : (03) 596 7872 Tel : (03) 596 8822		LICENSED SURVEYOR STUART ANDREW McFARLAND SIGNATURE _____ DATE 1 / 5 / 95 REF 2990/2 VERSION B		DATE 18 / 5 / 95 COUNCIL DELEGATE SIGNATURE Original sheet size A3



LiStech



SHEET 3 OF 5 SHEETS
 Plan Number
PS 342679Y

Stage No. /
PLAN OF SUBDIVISION

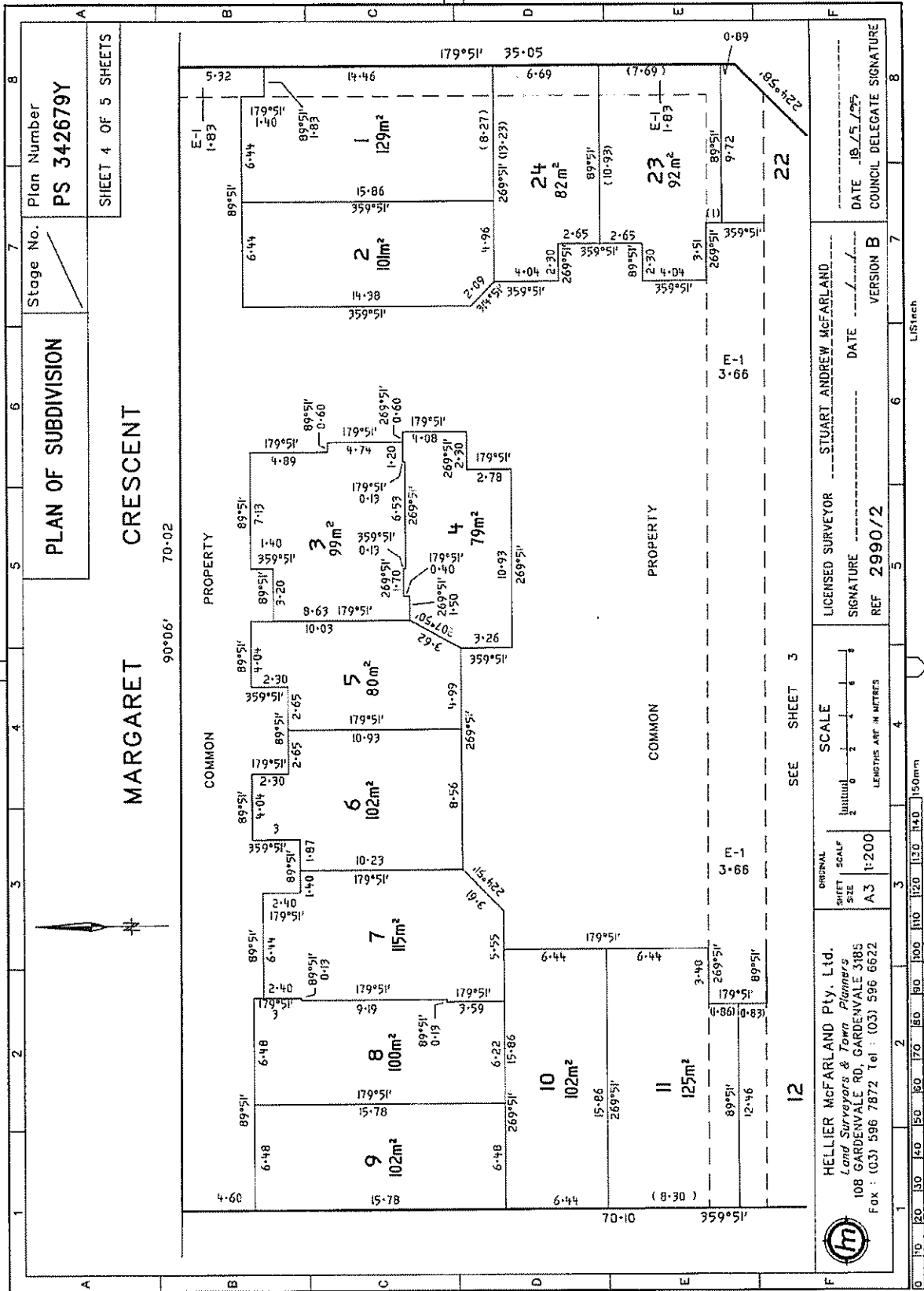
LICENSED SURVEYOR **STUART ANDREW MCFARLAND**
 SIGNATURE _____ DATE _____
 REF **2990/2** VERSION **B**

ORIGINAL SHEET SCALE
 SIZE A3 1:200
 LENGTHS ARE IN METRES

HELLIER MCFARLAND Pty. Ltd.
 Land Surveyors & Town Planners
 108 GARDENVALE RD, GARDENVALE 3185
 Fax : (03) 596 7872 Tel : (03) 596 6622



L15tech



PS342679Y

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 24/03/2021 12:51:47 PM

OWNERS CORPORATION
PLAN NO. PS342679Y

The land in PS342679Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 24.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

NETWORK PACIFIC BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST VIC 3151

AL740647B 10/03/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 24/03/2021 12:51:47 PM

OWNERS CORPORATION
PLAN NO. PS342679Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Total	2400.00	2400.00

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

Statement End.

Property Report from www.land.vic.gov.au on 24 March 2021 01:10 PM

Address: UNIT 11/2-4 ELIZABETH STREET BRAYBROOK 3019

Lot and Plan Number: Lot 22 PS342679

Standard Parcel Identifier (SPI): 22\PS342679

Local Government (Council): MARIBYRNONG **Council Property Number:** 130634

Directory Reference: Melway 41 E1

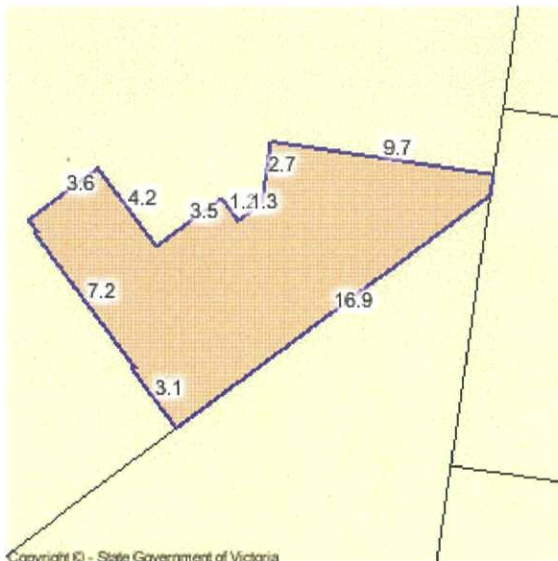
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 113 sq. m

Perimeter: 55 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.

6 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: None

Planning scheme data last updated on 17 March 2021.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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on 24 March 2021 01:10 PM

PROPERTY DETAILS

Address: **UNIT 11/2-4 ELIZABETH STREET BRAYBROOK 3019**

Lot and Plan Number: **Lot 22 PS342679**

Standard Parcel Identifier (SPI): **22\PS342679**

Local Government Area (Council): **MARIBYRNONG** www.maribyrnong.vic.gov.au

Council Property Number: **130634**

Planning Scheme: **Maribyrnong** planning-schemes.delwp.vic.gov.au/schemes/maribyrnong

Directory Reference: **Melway 41 E1**

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **City West Water**

Melbourne Water: **inside drainage boundary**

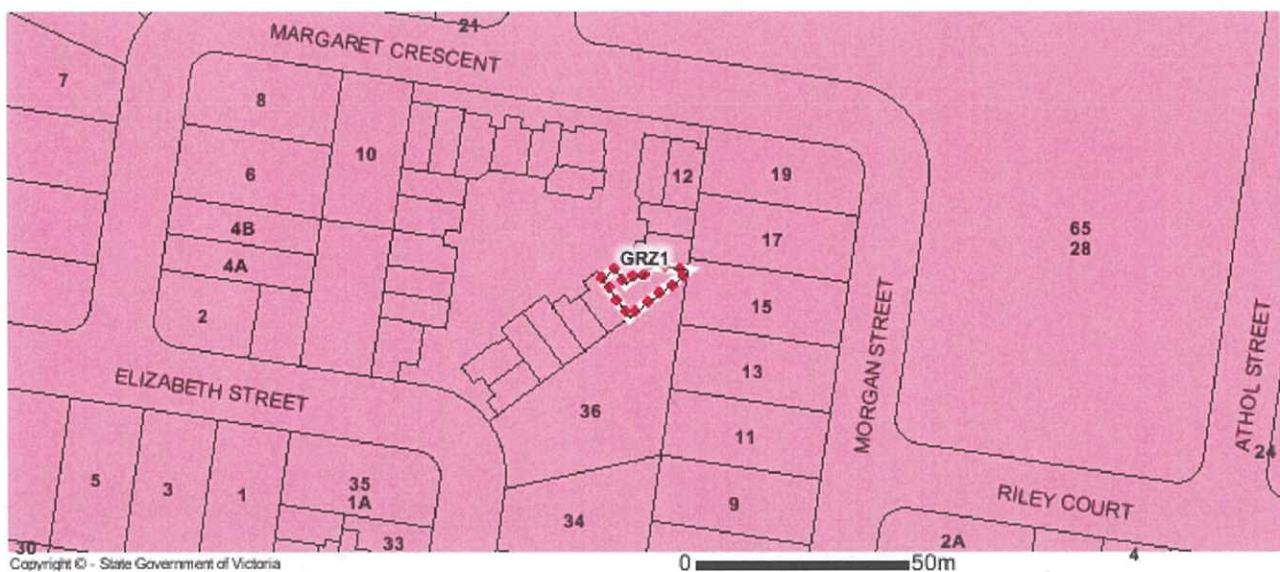
Power Distributor: **JEMENA**

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **FOOTSCRAY**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

GRZ - General Residential

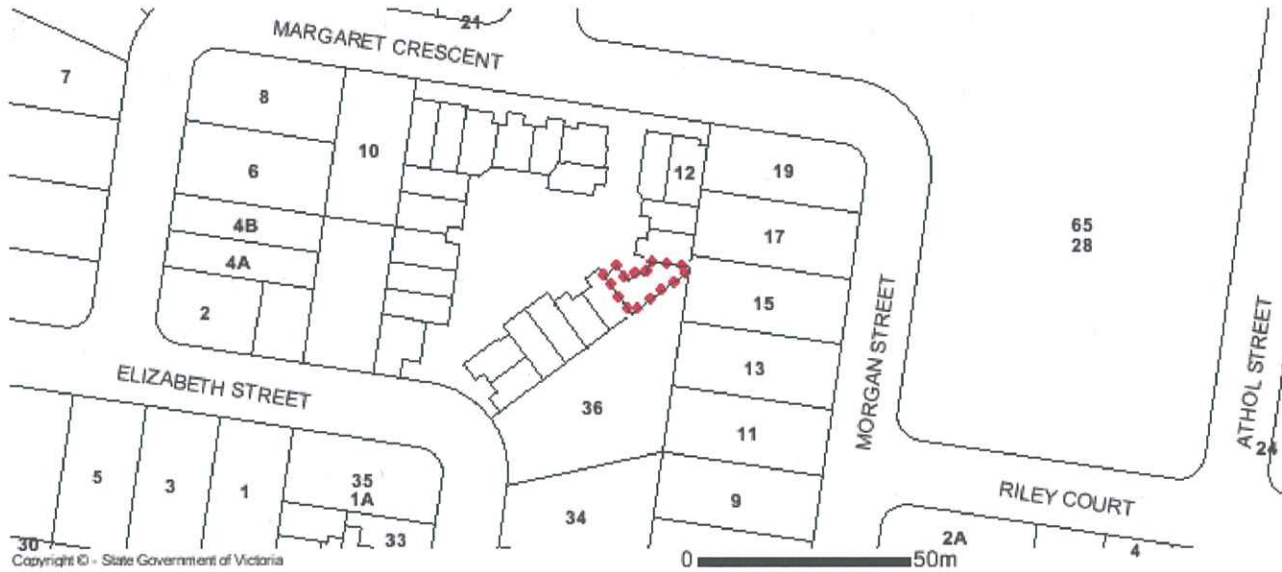
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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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 Overlay

None affecting this land



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

Further Planning Information

Planning scheme data last updated on 17 March 2021.

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 <http://mapshare.maps.vic.gov.au/vicplan>

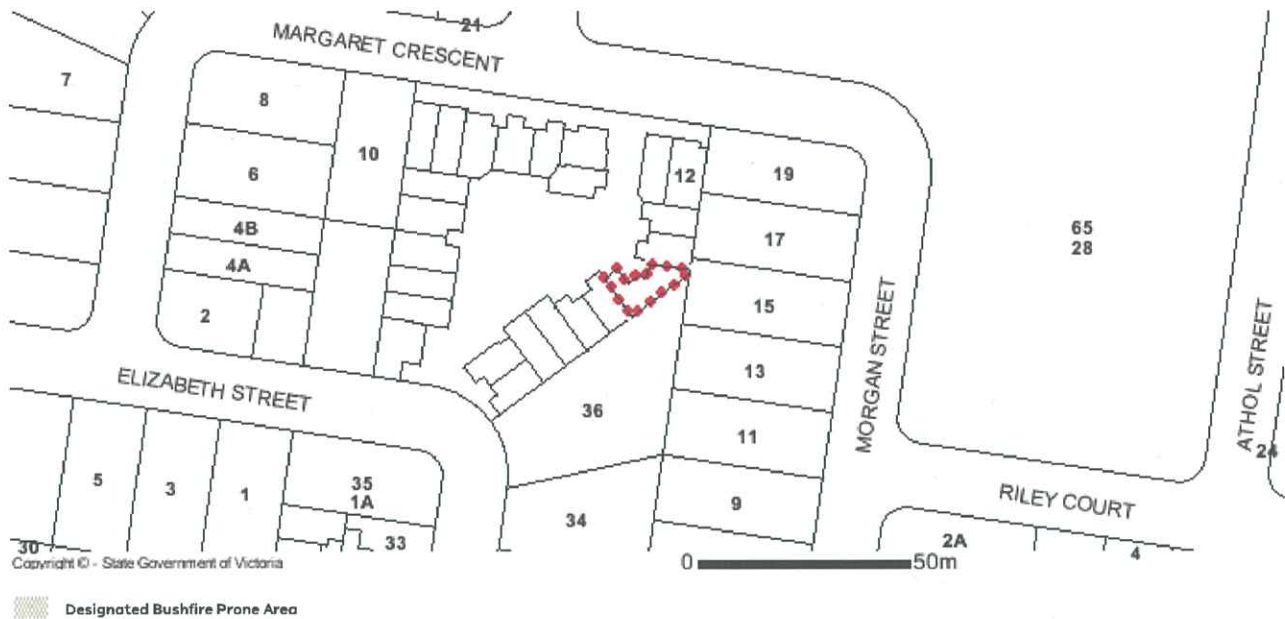
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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Designated Bushfire Prone Area

This property



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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City West Water™

My account number is

1236 9810 2151

Invoice No. T518594026

Service Address Unit 11/2-4 Elizabeth Street
Braybrook
Lot 22 Plan 342679

Issue Date 20 Aug 2019

Emergencies (24 hours) 132 642

Enquiries (8.30am-5.00pm Mon-Fri) 131 691

Interpreter Service 9313 8989

Payment difficulties 131 691

A number of payment assistance programs are available

Mail Locked Bag 350 Sunshine Vic 3020

ABN 70 066 902 467

citywestwater.com.au



262603-001 003664(16171) D023 H1H2
MR E P NGUYEN
UNIT 11/2-4 ELIZABETH STREET
BRAYBROOK VIC 3019

clat

AMOUNT DUE
\$236.32
 PLEASE PAY BY
10 SEP 2019

Account summary

PREVIOUS BILL	\$0.00
RECEIVED	\$0.00
BALANCE	\$0.00
YOUR USAGE	\$10.34
NETWORK CHARGES	\$121.44
OTHER CHARGES	\$104.54
PLEASE PAY	\$236.32

Annual Parks Charge due

Each year from 1 July we collect the annual Parks Charge on behalf of the Department of Environment, Land, Water and Planning. These funds help Parks Victoria support the management and maintenance of Melbourne's most iconic parks, trails, zoos and waterways.

Visit citywestwater.com.au/parksvic to find out more.

The parks are yours

Get amongst them!



Water

Details of charges - Residential

Previous Bill
 Previous bill \$0.00
 Payments Received

BALANCE FORWARD \$0.00

Usage Charges	Bill days	Previous Reading	Current Reading	Consumption in kilolitres	Rate \$	Total \$
Meter number						
MAF149167	39	2077	2080	3.00 (meter read date: 16/08/2019)		
Total Water Consumed						
Usage Step 1 (09/07/2019 to 16/08/2019)				3.00	2.6883	\$8.06
Total				3.00		\$8.06

Sewage Disposal		2.70	0.8459	\$2.28
Total				\$2.28

TOTAL USAGE CHARGES \$10.34

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/07/2019 to 30/09/2019)	\$57.86
Sewerage Network Charge	(01/07/2019 to 30/09/2019)	\$63.58

TOTAL NETWORK CHARGES \$121.44

Other Charges	Net annual value (NAV) ^A	Rate in NAV \$	Minimum	Charge \$
Waterways & Drainage Charge (01/07/2019 to 30/09/2019)				\$25.52
Annual Parks Charge ^A (for the year ending June next)	\$2,850	0.004710	\$79.02	\$79.02

^AThe NAV is based on 15⁰⁰ dollar equivalents

TOTAL OTHER AUTHORITIES' CHARGES \$104.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$236.32

Concession Information

Do you hold a current Health Care, Pension Concession or Gold Card? If so, you might be eligible for a concession on your account. Call us on 131 691 or learn more at citywestwater.com.au/concessions

Need help paying your bill?

We understand that sometimes you may be facing difficulties. Our hardship and water efficiency programs offer support and can give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at citywestwater.com.au/billassist

Visit citywestwater.com.au or call 131 691 for more details about these charges

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 4

CCSPRT_1908192245075.PRO>BIL_vJUL19.20>20/08/19>08:49:52>-3-6

Service Address: Unit 11/2-4 Elizabeth Street Braybrook

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1236 9810 2151
-----------	-------------	------------	-----------------------------------------------

Direct Debit: Call 131 691 to request a form or visit citywestwater.com.au

Mail: Post this slip with your cheque payable to: City West Water, GPO Box 1152, Melbourne Vic 3001

Credit Card: Call 131 971 or go to citywestwater.com.au to pay up to \$10,000 by Visa or Mastercard

Payment Assistance

If you're finding it hard to pay your bill, call our City West Water assist team on 131 691 to set up a payment plan or visit citywestwater.com.au/billhelp for more details.

B PAY
 Biller Code: **8789**
 Ref: **1236 9810 2151**

Telephone and Internet Banking - BPAY[®]: Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

POST billpay
 Billpay Code: **0362**
 Ref: **1236 9810 2151**

Post BillPay: Pay in person at any Post Office or agency or Call 131 816 or go to www.postbillpay.com.au

Our Prices 2019-20

From 1 July 2019 our prices will change in line with annual inflation rates and adjustments approved by the Essential Services Commission (the independent regulator of the water industry). To learn more about our price changes, visit citywestwater.com.au/prices

Waterways & Drainage Charge

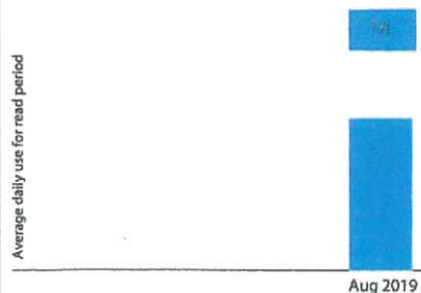
Our Waterways and Drainage Charge helps protect and improve the health of our rivers and creeks. It also assists with regional drainage services and flood protection and warning systems. We collect this charge on behalf of Melbourne Water. Learn more at citywestwater.com.au/waterways

Annual Parks Charge

Our Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Environment, Land, Water and Planning. Learn more at citywestwater.com.au/parksvic

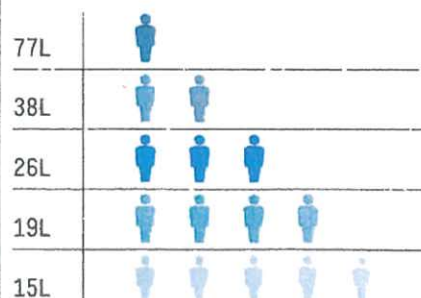
Is your household on Target 155?

Your average daily water cost for this bill is \$0.21



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



*362 123698102151

+00123698102151>

+009201+

<0518594026>

<0000023632> +444+

VALUATION AND RATE NOTICE Period 1 July 2019 to 30 June 2020

Maribyrnong City Council
 Cnr of Napier and Hyde Streets,
 Footscray
 PO Box 58, Footscray, Vic 3011
 ABN 86 517 839 961

P: (03) 9688 0200
 F: (03) 9687 7793
 rates@maribyrnong.vic.gov.au
 www.maribyrnong.vic.gov.au
 Office Hours: Monday to Friday 8.30am - 5pm



Date issued: **20/08/2019**
 Ward: **STONY CREEK**



E P Nguyen
 Unit 11 2-4 Elizabeth Street
 BRAYBROOK VIC 3019



023
 I014821
 R2_12619

Assessment Number

130634

MINIMUM PAYMENT DUE

\$283.08
 due
30/09/2019

Late Payments
 10% pa interest
 will be charged on
 late payments from
 relevant instalment
 due date

Property Location 11/2-4 Elizabeth Street BRAYBROOK VIC 3019

Legal Description LOT: 22 PS: 342679 -: V:10235/F:836

AVPC CODE 120 : Single Strata Unit/Villa Unit/Townhouse

Date of valuation

1/01/2019

Capital improved value

\$280,000

Site value

\$112,500

Net annual value

\$14,000

GENERAL RATE RESIDENTIAL	\$280,000.00	x	\$0.00294654	\$825.03
MUNICIPAL CHARGE				\$20.00
WASTE SERVICE CHARGE				\$157.65
FIRE CIV RESIDENTIAL	\$280,000.00	x	\$0.00005500	\$15.40
FIRE FIXED RESIDENTIAL				\$111.00

TOTAL **\$1,129.08**

1st instalment 30/09/2019

\$283.08

2nd instalment 30/11/2019

\$282.00

3rd instalment 28/02/2020

\$282.00

4th instalment 31/05/2020

\$282.00

Payments received after 20/08/2019 are not included on this notice



*3205 1306349



Assessment Number



Lump Sum Amount



1st Instalment



Billier Code: 626275
 Ref No.: **1306 349**



Post Billpay

Billpay Code: 3205
 Ref No.: **1306 349**

BPAY this payment via Internet or phone banking.
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 1306 349

Pay in person at any post office,
 phone 13 18 16 or go to
 postbillpay.com.au

Assessment: **130634**
 Rate payer: **E P Nguyen**
 Property location:
11/2-4 Elizabeth Street BRAYBROOK VIC 3019
 Amount payable: **\$283.08**

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at maribyrnong.enotices.com.au
 with eNotices reference number:

1529110E3H



PAYMENT OF RATES AND CHARGES

FOR MORE INFORMATION PLEASE GO TO www.maribyrnong.vic.gov.au/Residents/Rates

PAYMENT OF RATES

Payment of rates is by four instalments, the first instalment must be paid by 30 September 2019. The remaining instalments must be paid no later than the specified dates being:

Second Instalment	30 November 2019
Third Instalment	28 February 2020
Fourth Instalment	31 May 2020

Payment not received on or before the instalment due dates will be charged interest.

Any ARREARS shown on this notice are due immediately. Legal action may be taken without further notice to recover unpaid rates and charges.

PRE-PAYMENT OPTION

Maribyrnong City Council has elected that rates and charges for 2019/20 be paid by instalments. Ratepayers are advised that they may pay the whole amount of rates and charges in one payment if they choose to do so by same due date as first instalment.

Council must receive a minimum of the instalment amount on or before each instalment date to avoid the interest penalty rate of 10% per annum.

Payments will be allocated as follows:

- 1 Legal costs owing (if any)
- 2 Interest owing (if any)
- 3 Arrears owing (if any)
- 4 Current rates owing

PENALTY INTEREST RATES ACT 1983

The interest rate charge on all overdue rates and charges is fixed under the *Penalty Interest Rates Act 1983*. The rate that will apply for this financial year is 10% per annum.

RATE NOTICE APPEAL

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days after receipt of the original notice, give to the Council, (in the prescribed form) notice that you intend to appeal to the County Court. Appeals may only be lodged on the following grounds (a) that the land was not rateable land, (b) that the rate or charge was calculated incorrectly, (c) that the person levied with the rate or charge was not liable to be rated. We suggest you contact Council's Revenue Services on 9688 0200 prior to any formal appeals as Council staff may be able to resolve your concerns.

PENSIONER RATE REBATE

If you have a Pensioner Concession Card, you may be eligible for a rebate on your rates. Please contact the Council on 9688 0200 if a rate rebate does not appear on the original rate notice.

DIFFERENTIAL RATES

If you are aggrieved by a differential rating classification you can appeal to VCAT under Section 183 of the *Local Government Act 1989* within the prescribed period. Please provide Council a notice of your intention to Appeal for Rate Notice or Differential Appeal.

FINANCIAL HARDSHIP DEFERRALS AND WAIVERS

If you are having difficulties paying your rates, please contact Council on 9688 0200 to discuss a suitable arrangement or email patsy.bucci@maribyrnong.vic.gov.au providing your financial situation and payment plan.

CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS

Notification of change of ownership is the responsibility of the purchaser and failure to give this notification to Council in the prescribed format carries a penalty as per the *Local Government Act 1989*.

A Notice of Acquisition must be lodged within one month of sale/settlement of property. Any mailing address changes MUST be notified in writing to Council immediately.

PRIVACY STATEMENT

The personal information requested on this form is being collected for the purpose of issuing and collecting municipal rates. The information will be used by Council for these primary purposes or directly related purposes. Council will disclose your personal information to other government agencies, in relation to works that may potentially affect you or your property; or debt collection agencies (where rates remain unpaid). The information provided will not otherwise be disclosed unless required by law.

Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on 9688 0200.

For more information refer to our Privacy Policy at www.maribyrnong.vic.gov.au

OBJECTION AGAINST VALUATION

Sections 16, 17 and 18 of the *Valuation of Land Act 1960* allows you to lodge an objection to the valuation of the above described property. Objections to Council Rate Notices must be lodged on the prescribed form within TWO MONTHS from the date the original rate notice was issued. This form may be obtained from Council's Revenue Services during normal business hours.

Following lodgement of an objection Council will undertake a review of your valuation and advise you of the decision. If you remain dissatisfied you may appeal to the Victorian Civil and Administrative Tribunal under Section 22 of the *Valuation Land Act 1960*.

Please contact Revenue Services on 9688 0200 if you wish to discuss your objection and/or request the prescribed form.

Notice is also given that Council valuations may be used by the State Revenue Office for the purpose of charging land tax. Further information can be found on the State Revenue Office website www.sro.vic.gov.au

Even if you have lodged an objection, you must continue paying your rates and charges until your objection is resolved to avoid interest charges.



ARE YOU DEAF, SPEECH OR HEARING IMPAIRED?

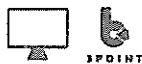
Contact Council through the National Relay Service using one of the methods below. Once you are connected ask for 03 9688 0200.

133 677 for TTY users

1300 555 727 for Speak and Listen (speech-to-speech) users

www.iprelay.com.au for Internet Relay users

Payment Options



Online/BPOINT

Go to www.maribyrnong.vic.gov.au select > Make a payment and pay online using MasterCard or Visa.



In Person at Council Offices

Please present notice intact at the Council.
Payments may be made by cash, cheque, credit card or EFTPOS

Please make cheques payable to 'Maribyrnong City Council',
Cnr Hyde & Napier Streets,
Footscray

See Council's website
www.maribyrnong.vic.gov.au



Post Billpay

Australia Post

Pay in-store at Australia Post.

OR

CREDIT CARD PAYMENTS

By phone 13 18 16 using the Post Billpay details on the front of this notice.

OR

INTERNET PAYMENTS

Online at auspost.com.au/postbillpay using the details on the front of this notice.



Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your notice.

More info: www.bpay.com.au



Mail

Post with payment to Maribyrnong City Council PO Box

Please make cheques payable to: 'Maribyrnong City Council'. Please note that receipts will not be issued for mailed payments.

Direct debit payments can now be made on a monthly, quarterly, and annual basis, please go to www.maribyrnong.vic.gov.au to download a registration form or contact Council on 9688 0200 for a registration form to be mailed to you. Once completed, please return the registration form to Council.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No. PS 342679Y

Address: 2-4 Elizabeth Street, Braybrook VIC 3019

This certificate is issued for Lot: 11

On Plan of Subdivision No: 342679Y

Postal address is Building 5, 303 Burwood Hwy, Burwood East, VIC 3151.

Applicant for the certificate is: Devonshire Conveyancing

Address for delivery of certificate: conveyancing@devonshire.com.au



Date that the application was received: 05/03/2021

IMPORTANT: The information in this certificate is issued and valid on: 08/03/2021

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

1.	The current annual fees for the lot are \$1,425.00 and are due and payable quarterly on 1 st July, October, January and April until resolved otherwise. Administration Fund Fees \$1,216.68 Maintenance Fund Fees \$208.32
2.	The date to which the fees for the lot have been paid up to is: Administration Fund 30/06/2021 Maintenance Fund 30/06/2021
3.	The total of any unpaid fees or charges for the lot are: Nil.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special fees are: Nil.
6.	The owners corporation has the following insurance cover: (a) the name of the company – Axis Underwriting Pty Ltd (b) the number of the policy – P-011653 (c) the kind of policy - Residential Strata Insurance (d) the buildings covered - All (e) the building amount is \$6,483,000.00 (f) the public liability amount is \$30,000,000.00 (g) the renewal date is 28/08/2021
7.	Has the owner's 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

8.	<p>The total funds held by the owners corporation:</p> <p>The total funds should report the best available financial position of the owners corporation inclusive GST;</p> <p>Administration Fund \$ 13,315.01 Maintenance Fund \$ 5,586.17 Investment Fund N/A Total Owner Funds: \$ 18,901.18</p>
9.	<p>Are there any liabilities of the owner's corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:</p> <p>None to the manager's knowledge</p>
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:</p> <ul style="list-style-type: none"> • Network Pacific Strata Management Pty Ltd – Contract of Appointment • Jims Mowing (Altona Central) – Common Area Gardener • Essential Services Compliance Pty Ltd – Essential Service Compliance
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:</p> <p>None to the manager's knowledge</p>
12.	<p>Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied? If so, then provide details:</p> <p>There are no notices or orders as at 08/03/2021</p>
13.	<p>Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation are aware that are likely to give rise to proceedings? If so, then provide details:</p> <p>The manager is not aware of any legal proceedings as at 08/03/2021 except to recover the debts of members should significant arrears arise.</p>
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:</p> <p>A manager is appointed. Network Pacific Strata Management Pty Ltd, Building 5, 303 Burwood Hwy, Burwood East VIC 3151 ABN 57 158 476 165</p>
15.	<p>Has an administrator been appointed for the owner's corporation, or has there been a proposal for the appointment of an administrator?</p> <p>No administrator is appointed.</p>
16.	<p>The minutes of the most recent Annual General Meeting of the owner's corporation are attached.</p>
17.	<p>The rules of the owner's corporation are the Model rules and/or Special Rules, which are attached.</p>
18.	<p>Additional Comments (if any)</p> <p>Insurance claim excess - Any excess applied to an insurance claim due to the carelessness and/or negligence of the owner and/or the resident of a lot or any claim made specifically for a lot will be recovered from the owner of that lot.</p> <p>Address of new owners - A lot owner who sells a lot or a person who acquires a lot must advise the owner's corporation of the name and address within 1 month of the completion of the contract in accordance with section 134 of the owner's corporation Act 2006.</p>

	<p>Display boards - All display boards for lease and for sale boards must be approved by the Owners Corporation before installing. Any requests are to be put in writing to the Owners Corporation Management team via email info@networkpacific.com.au.</p>
19.	<p>ATTACHMENTS</p> <ul style="list-style-type: none"> • Minutes of the Annual General Meeting held on 10/08/2020 • Model/Special Rules registered at Land Victoria • Statement of Advice and Information for Prospective Purchasers and Lot Owners
20.	<p>ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES:</p> <p>Biller Code: 74625 Ref: 1425 3967 4</p>
21.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the owners corporation records and register. Please make your request to inspect the owners corporation records and/or register by email to: owncorp@networkpacific.com.au. Prescribed fees for copies applies.</p>
22.	<p>The Common Seal of Owners Corporation 1 PS 342679Y was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A)(a) of the Owners Corporation Act 2006</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>.....</p> <p>Registered Manager Network Pacific Strata Management Pty Ltd (ACN 158 476 165) Building 5, 303 Burwood Hwy, Burwood East, VIC 3151 ☎ +61 3 9816 4722 as agent of the Owners Corporation.</p> </div> <div style="text-align: center;">  </div> </div>

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PS 342679Y
2-4 ELIZABETH STREET, BRAYBROOK, VIC 3019**

MEMBERS OF OWNERS CORPORATION SUBDIVISION PLAN NO 342679Y ARE ADVISED THE ANNUAL GENERAL MEETING WAS HELD:

DATE: MONDAY 10 AUGUST 2020

TIME: 6.00 PM

HOW HELD: BY ZOOM VIDEOCONFERENCE

PLACE: THE MEETING WILL BE RECORDED AS HAVING OCCURRED AT THE OFFICE OF THE MANAGER, BUILDING 5, 303 BURWOOD HIGHWAY, BURWOOD EAST, VIC 3151.

1. MEMBERS IN ATTENDANCE

Ilona Morrison	Lot 1
Charles Ziccone	Lot 6
Daniel Papal	Lot 14
Davina Christie	Lot 19

2. NON MEMBERS IN ATTENDANCE

Philip Fernandes representing Network Pacific Strata Management Pty Ltd.

3. APPOINTMENT OF CHAIRPERSON OF MEETING

It was resolved that Philip Fernandes chair the meeting.

4. MINUTES OF THE MEETING

It was resolved that Philip Fernandes take the minutes of the meeting.

5. APOLOGIES

Nil

6. PROXIES

Nil

7. ENTITLEMENT TO VOTE

It was noted all lots represented were financial and entitled to vote.

8. QUORUM

It was noted that a quorum was not established for the meeting.

9. CONFIRMATION OF PREVIOUS MINUTES

The members resolved to accept and adopt the minutes of the Annual General Meeting held 21 August 2019.

10. CONSIDERATION OF REPORTS

The members resolved to adopt the following reports as tabled:

- (I) Managers' Report.
- (II) Insurance Valuation Report Dated 24 October 2019.

11. CONSIDERATION OF FINANCIAL MATTERS

(I) FINANCIAL STATEMENTS

The Owners Corporation resolved to adopt the financial statements for the period of 1 July 2019 to 30 June 2020.

(II) APPROVED ADMINISTRATION FUND

The Owners Corporation resolved to adopt and approve an amount of **\$29,200.00 GST Exempt** (such levy to be calculated on the basis of lot liability) to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation. The approved budget will be effective from 1 July 2020 to 30 June 2021. All Owners Corporation administration fees are paid quarterly within 28 days of issue of invoice. The due dates approved are as follows:

- 1 July 2020;*
- 1 October 2020;
- 1 January 2021;
- 1 April 2021;

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly if required.

The Owners Corporation resolved that the Administration Levy in the amount of **\$29,200.00 GST Exempt** will also be levied for the next financial period until resolved otherwise at a General Meeting of the Owners Corporation.

(III) APPROVED MAINTENANCE FUND

The Owners Corporation resolved to raise a Maintenance Levy in the amount of **\$5,000.00 GST Exempt** (such levy to be calculated on the basis of lot liability) to cover capital works requirements of the Owners Corporation for the period 1 July 2020 to 30 June 2021. All Owners Corporation maintenance levies are paid quarterly within 28 days of issue of invoice. The due dates approved are as follows.

- 1 July 2020;*
- 1 October 2020;
- 1 January 2021;
- 1 April 2021;

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly if required.

The Owners Corporation resolved that the Maintenance Levy in the amount of **\$5,000.00 GST Exempt** will be levied for the next financial period until resolved otherwise at a General Meeting of the Owners Corporation.

12. OWNERS CORPORATION INSURANCE

The Owners Corporation resolved to take out the following insurance for all lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the *Owners Corporation Act 2006 (Vic)*; and
- b) Public liability insurance in accordance with Section 60 of the *Owners Corporation Act 2006 (Vic)* as if any reference in those sections to common property was a reference to these lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the attached Certificate of Currency for details of the insurance cover held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes:

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building - **it does not include-**
- (c) **carpet and temporary floor, wall and ceiling coverings; or**
- (d) **fixtures removable by a lessee at the end of a lease; or**
- (e) **anything prescribed as not forming part of a building.**

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

PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

The members resolved not to proceed with an Insurance Replacement Valuation as required under section 65 of the Owners Corporation Act 2006, as a valuation report was obtained on 24 October 2019.

13 ELECTION OF COMMITTEE

- (I) In accordance with Section 100 of the Owners Corporation Act 2006 members resolved to appoint the following members to the committee;

Ilona Morrison	Lot 1
Charles Ziccone	Lot 6
Daniel Papal	Lot 14
Davina Christie	Lot 19

- (II) Members resolved for the elected committee to assume the role of the grievance committee.
- (III) Members resolved for the Manager to correspondence with the Committee via email and telephone.

14 APPOINTMENT OF CHAIRPERSON

Members resolved to appoint Davina Christie as the Chairperson of the Owner's Corporation in accordance with Section 105(1) of the Owners Corporations Act 2006.

15 INSTRUMENT OF DELEGATION TO THE COMMITTEE

In accordance with Section 11 of the Owners Corporations Act 2006, it was resolved that the Owners Corporation delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on the behalf of the Owners Corporation save for the power or function to engage, terminate or otherwise vary the appointment of the Owners Corporation Manager and the powers and functions that require a unanimous or special resolution of the Owners Corporation.

16 APPOINTMENT OF SECRETARY

Members resolved to appoint Network Pacific Strata Management Pty Ltd as the Secretary of the Owner's Corporation in accordance with Section 107(1) of the Owners Corporations Act 2006.

17 OWNERS CORPORATION MANAGER

A current contract of appointment is in place.

18 INSTRUMENT OF DELEGATION TO MANAGER

In accordance with sections 11 and 120 of the Owners Corporations Act 2006, it was resolved to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to enable the Manager to perform the duties under the Contract of Appointment and to ensure the efficient and effective operation of the Owners Corporation.

19 PENALTY INTEREST

The Owners Corporation resolved to charge penalty interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding 30 days after the due date for payment to be charged at the maximum rate of interest payable under the *Penalty Interest Rates Act (Vic) 1983*, which is currently 10% and subject to change.

20 COST / DEBT RECOVERY

- (I) Resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- (II) To authorise Network Pacific Strata Management Pty Ltd to engage a lawyer or a debt collector to send a letter of demand and issue proceedings for recovery of fees at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice and

to commence proceedings in VCAT for recovery of those fees and proceed to execution of any orders made;

- (III) That any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.

21 ESSENTIAL SAFETY MEASURES

The Owners Corporation resolved to delegate to the Committee the power to ensure that the essential services are attended to, in accordance with the Building Codes of Australia.

22 OCCUPATIONAL HEALTH AND SAFETY

The Owners Corporation resolved to delegate to the Committee the power to ensure that the essential safety items as identified in the risk management report are attended to, in accordance with the Building Codes of Australia and to minimise risk.

23 NEXT ANNUAL GENERAL MEETING

Members proposed for the next AGM to be held on Wednesday 11 August 2021 at, 6.00 pm at Braybrook Library, 107-109 Churchill Avenue, Braybrook, Vic 3019.

There being no further business the meeting closed at 7.00 pm.

Plan of Subdivision No. 342679Y

2-4 Elizabeth Street, Braybrook VIC 3019

ANNUAL BUDGET

	ACTUAL 01/07/19-30/06/20	BUDGET 01/07/19-30/06/20	BUDGET 01/07/20-30/06/21
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	29,199.87	29,200.00	29,200.00
Interest On Overdue Levies	132.50	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	29,332.37	29,200.00	29,200.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Administration Costs	5,928.35	5,928.34	5,928.34
Archival/Records Storage	91.12	91.12	91.12
Audit Fees	662.60	662.60	662.60
Bank Charges - Stratapay	185.60	153.60	417.60
Disbursement Fees	606.94	606.93	637.06
Electrical Repairs	0.00	300.00	300.00
Electricity	580.96	800.00	600.00
Essential Services Compliance	829.24	849.45	830.00
Essential Services Data Mgmt	592.44	606.90	593.00
Gardening	4,075.00	4,600.00	4,600.00
General Maintenance	462.00	1,502.06	598.25
Insurance - Premium	7,181.39	7,091.00	7,297.82
Insurance - Stamp Duty	602.64	709.00	614.29
Insurance Valuation	499.00	499.00	0.00
Plumbing Repairs	3,882.90	4,500.00	5,379.92
Water	664.84	300.00	650.00
<u>TOTAL ADMIN. EXPENDITURE</u>	26,845.02	29,200.00	29,200.00
<u>SURPLUS / DEFICIT</u>	\$ 2,487.35	\$ 0.00	\$ 0.00
Opening Admin. Balance	8,616.41	8,616.41	11,103.76
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 11,103.76	\$ 8,616.41	\$ 11,103.76
NUMBER OF UNITS OF LOT LIABILITY:		2,400	2,400
AMOUNT PER UNIT OF LOT LIABILITY:		\$ 12.16666667	\$ 12.16666667

Plan of Subdivision No. 342679Y

2-4 Elizabeth Street, Braybrook VIC 3019

ANNUAL BUDGET

	ACTUAL 01/07/19-30/06/20	BUDGET 01/07/19-30/06/20	BUDGET 01/07/20-30/06/21
<u>MAINTENANCE FUND</u>			
<u>INCOME</u>			
Levies - Maintenance Fund	5,000.16	5,000.00	5,000.00
Special Maintenance Fund Levy	7,123.44	0.00	0.00
TOTAL MAINTENANCE FUND INCOME	12,123.60	5,000.00	5,000.00
<u>EXPENDITURE - MAINTENANCE FUND</u>			
Administration Costs	1,486.81	1,486.83	1,486.83
Capital Works	14,491.40	3,270.62	3,270.62
Tax Return Preparation	242.55	242.55	242.55
TOTAL MAINT. FUND EXPENDITURE	16,220.76	5,000.00	5,000.00
<u>SURPLUS / DEFICIT</u>	\$ (4,097.16)	\$ 0.00	\$ 0.00
Opening Maint Fund Balance	8,147.32	8,147.32	4,050.16
MAINTENANCE FUND BALANCE	\$ 4,050.16	\$ 8,147.32	\$ 4,050.16
NUMBER OF UNITS OF LOT LIABILITY:		2,400	2,400
AMOUNT PER UNIT OF LOT LIABILITY:		\$ 2.08333333	\$ 2.08333333

Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

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

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4 Use of Common Property

4.1 Use of Common Property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to Common Property

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

5 Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

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

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7 Dispute Resolution

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

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.