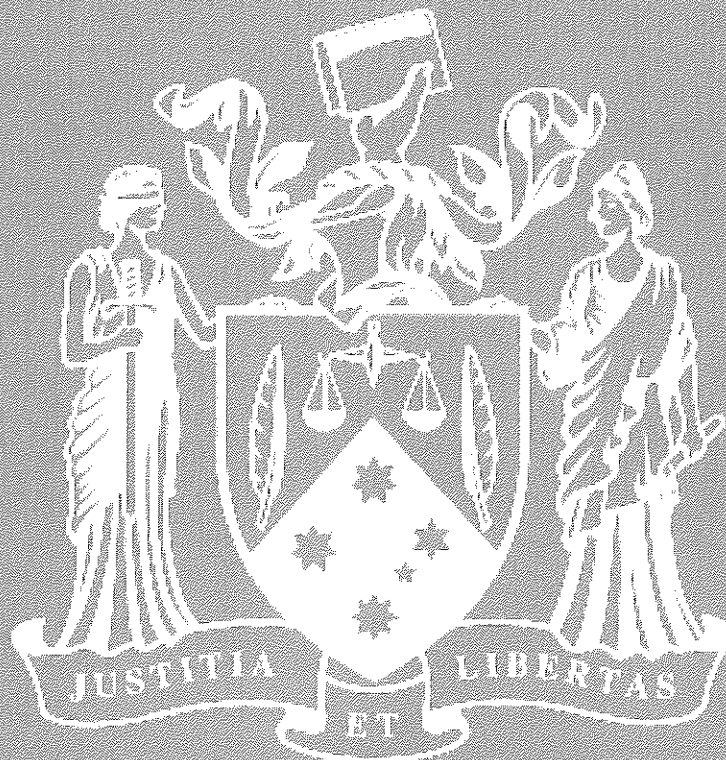


Contract Of sale of land

Property : 22/36 Ridley Street, Albion 3020



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the Estate Agents Act 1980 by the LawInstitute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER: _____

on ____ / ____ / 20 ____

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

State nature of authority, if applicable: _____

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

SIGNED BY THE VENDOR: _____

on ____ / ____ / 20 ____

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

State nature of authority, if applicable: _____

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

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Particulars of sale

Vendor's estate agent

Name: Bells Real Estate

Address: 14 Devonshire Road Sunshine Vic 3020

Email: sales@bellsrealestate.com.au

Tel: 03 9300 9000

Mob:

Fax: 03 9312 5895

Ref:

Vendor

Name: Iouri Artioukhovski

Address: 22/36 Ridley Street, Albion

Email: ABN/ACN:

Vendor's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name: .

Address: .

Email: ABN/ACN:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 09118 Folio 080	22	006682
Volume 09118 Folio 834	48	006682

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

The land includes all improvements and fixtures.

Property Address

The address of the land is: **22/36 Ridley Street, Albion 3020**

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

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

Payment

Price \$

Deposit \$ by / / 20 (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on .. / .. / 20

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on .. / .. / ..

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: .. / .. / 20

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.
- 12. BUILDER WARRANTY INSURANCE**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 13. GENERAL LAW LAND**
- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

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

25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

22/36 Ridley Street, Albion 3020

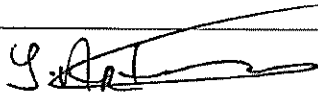
Vendor's name

Iouri Artioukhovski

Date

22/04/21

Vendor's signature



Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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



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

Page 1 of 2

VOLUME 09118 FOLIO 808

Security no : 124089358860H
Produced 19/04/2021 11:48 AM

LAND DESCRIPTION

Lot 22 on Registered Plan of Strata Subdivision 006682.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLES :
Volume 03386 Folio 049 Volume 08230 Folio 979
Created by instrument F903218 21/11/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IOURI ARTIOUKHOVSKI of 22/36 RIDLEY STREET SUNSHINE VIC 3020
AG146091F 17/10/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG146092D 17/10/2008
COMMONWEALTH BANK OF AUSTRALIA

WARRANT OF SEIZURE AND SALE AK879107T SERVED 05/02/2014
ACTION NUMBER SCI 05581/2013

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP006682 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 22 36 RIDLEY STREET ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS



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

Page 1 of 2

VOLUME 09118 FOLIO 834

Security no : 124089358861G
Produced 19/04/2021 11:48 AM

LAND DESCRIPTION

Lot 48 on Registered Plan of Strata Subdivision 006682.
CAR PARK
PARENT TITLES :
Volume 03386 Folio 049 Volume 08230 Folio 979
Created by instrument F903218 21/11/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IOURI ARTIOUKHOVSKI of 22/36 RIDLEY STREET SUNSHINE VIC 3020
AG146091F 17/10/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG146092D 17/10/2008
COMMONWEALTH BANK OF AUSTRALIA
WARRANT OF SEIZURE AND SALE AK879107T SERVED 05/02/2014
ACTION NUMBER SCI 05581/2013

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP006682 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 22 36 RIDLEY STREET ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	RP006682
Number of Pages (excluding this cover sheet)	4
Document Assembled	19/04/2021 12:09

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PLAN OF STRATA SUBDIVISION

RP006682

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 26 ARE TWO STOREY BUILDINGS.
 THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1 TO 6 AND 13 TO 19	GROUND STOREY
LOTS 7 TO 12 AND 20 TO 26	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 26 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
 THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 27 TO 52

THE LOWER BOUNDARY OF LOTS 27 TO 52 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.
 THE UPPER BOUNDARY OF THESE LOTS IS 2.50 METRES ABOVE THAT PART OF THE SITE.

LOTS 27 TO 52 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
 AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

EXTERNAL FACE OF BRICK WALL: BOUNDARY OF LOTS 27 TO 30 SHOWN BY A THICK CONTINUOUS LINE.

MEDIAN: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1
 LOTS 1 TO 26

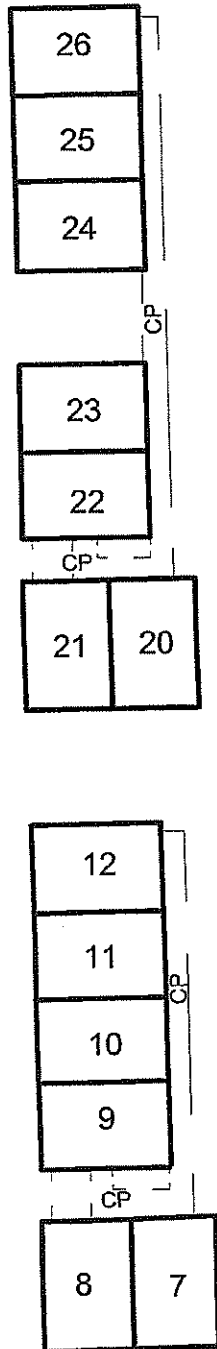
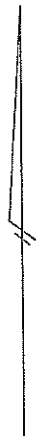
COLUMN 2
 LOTS 27 TO 52

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

RP006682

DIAGRAM 2
TOPMOST STOREY



SCALE OF METRES

MEASUREMENTS ARE IN METRES

SHEET 4

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Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

CBA

Phone:

Address:

Ref:


817903001

Customer Code:

208

AG146091F

17/10/2008 \$394 45



Privacy Collection Statement
The information from this fo
rthcoming and is used for the
searchable registers and indexes

OFFICE OF TITLES
VICTORIA
J.Y. 102

MADE AVAILABLE/CHA

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 9118 Folio 808 & 834

Estate and Interest: (e.g. "all my estate in fee simple")

All my estate and interest in fee simple

Consideration:

\$113,800.00

Transferor: (full name)

Svetlana Trifunovska

Transferee: (full name and address including postcode)

Iouri Artiukhoški of 22/36 Ridley Street Sunshine Victoria 3020

Directing party: (full name)

Dated: 19/11/07

SIGNED by Svetlana Trifunovska

in the presence of:

Handwritten signature

Handwritten signature

Witness.....

SIGNED by Iouri Artiukhoški

in the presence of:

Handwritten signature: Y. Artiukho

Witness.....

Approval No 2332066A

ORDER TO REGISTER
Please register and issue title to

T1



Signed

Cust. Code

THE BACK OF THIS FORM MUST NOT BE REUSED
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 9593 2710

STAMP DUTY USE ONLY

Commonwealth Bank of Australia		
This stamp is	ABN 48 123 123 124	AP 184
SRO	Victorian Duty \$.....	2531-
Property.	Consideration / Advance \$: 113 800-	
NOT TO BE	Victorian Assets % 100. Section.....	
USED	Original / Copy / Collateral / Upstamp	
ENDORSED	Transaction No: 2145672007	
Stamping Date:	21/11/07	<i>Handwritten initials</i>
Phone 03 9593 2710		No 15



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Document Identification	AK879107T
Number of Pages (excluding this cover sheet)	2
Document Assembled	19/04/2021 12:08

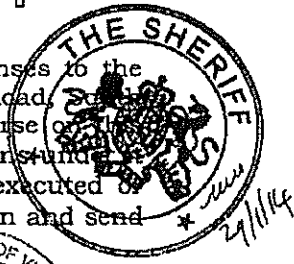
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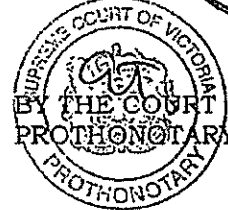
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And Pay the amount so levied other than your fees and expenses to the Plaintiff or its Solicitors - LFS LEGAL of Suite 3, 242 Toorak Road, Suite 3, Yarra, Victoria 3141 or otherwise as the law requires and indorse on the Warrant immediately after you have performed all your obligations under it with a statement of the date, time and place at which you have executed or attempted to execute the warrant and the results of the execution and send a copy of the statement to The Plaintiff



Issued 28 OCT 2013



Issued at the request of: The Plaintiff

The last known registered address of IOURI ARTIOUKHOVSKI is 34 Harrington Drive, Narre Warren VIC 3805.

And the address of the place where it is believed the property of IOURI ARTIOUKHOVSKI may be found is: Unit 22, 36 Ridley Street, Sunshine VIC 3020 - Volume 09118, Folio 808 and Carpark - Volume 09118, Folio 834

We believe the warrant address is 34 Harrington Drive, Narre Warren VIC 3805 and the execution Address is Unit 22, 36 Ridley Street, Sunshine VIC 3020.

AK879107T
05/02/2014 \$150.60 \$2.2



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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/04/2021 12:08:56 PM

OWNERS CORPORATION
PLAN NO. RP006682

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	95	95
Lot 8	95	95
Lot 9	95	95
Lot 10	95	95
Lot 11	95	95
Lot 12	95	95
Lot 13	95	95
Lot 14	95	95
Lot 15	95	95
Lot 16	95	95
Lot 17	95	95
Lot 18	95	95
Lot 19	95	95
Lot 20	95	95
Lot 21	95	95
Lot 22	95	95
Lot 23	95	95
Lot 24	95	95
Lot 25	95	95
Lot 26	95	95
Lot 27	5	5
Lot 28	5	5
Lot 29	5	5
Lot 30	5	5
Lot 31	5	5
Lot 32	5	5
Lot 33	5	5
Lot 34	5	5
Lot 35	5	5

For the Period 01 July 2020 to 30 June 2021

Tax
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En



I ARTIOUKHOVSKI
34 HARRINGTON DR
NARRE WARREN SOUTH VIC 3805



031
R056563
R7 5341

Property 22/36 RIDLEY ST ALBION VIC 3020
LU 22;48 PLN 6682





AVPCC 120 : Single Strata Unit/Villa Unit/Townhouse

Valuations		Valuation Effective Date	Amount
Capital Improved Value	\$160,000	1 January 2020	
Site Value	\$44,000		
Net Annual Value	\$8,000		
Council Rates and Charges			
Residential Flats/Units Rate 0.002010 cents in the \$ on CIV			\$321.60
Municipal Charge			\$76.48
140ltr Environmental Charge x 1			\$389.11
Annual Council Rates and Charges 2020/2021			\$787.19
Fire Services Property Levy			
Fire Service Levy Residential Rate 0.000054 cents in the \$ on CIV			\$8.64
Fire Service Levy Residential Charge			\$113.00
Credit Balance			-\$75.01
Balance of 2020 - 2021 Rates and Charges			\$833.82

The Fire Service Property Levy is collected for the State Government. They do not form part of Council revenue.

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship circumstances, or call contact Council to obtain copies of the policies and application form.

Details of charges - Residential

Previous Bill		\$220.95
Payments Received		- \$220.95
10/09/2020		
 BALANCE FORWARD		\$0.00
Network Charges	Charge Period	Charge \$
Water Network Charge	(01/10/2020 to 31/12/2020)	\$52.70
Sewerage Network Charge	(01/10/2020 to 31/12/2020)	\$63.15
 TOTAL NETWORK CHARGES		\$115.85
Other Charges		
Waterways & Drainage Charge	(01/10/2020 to 31/12/2020)	\$26.08
 TOTAL OTHER AUTHORITIES' CHARGES		\$26.08
 FINAL TOTAL, PLEASE PAY THIS AMOUNT		\$141.93

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

MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. To register visit citywestwater.com.au/myaccount

Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at MelbourneWater.com.au/wwdc

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/assist

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

CCSBPY_201120234046A.PRO>BILL_V0CT0.46>23/11/20>09:23:44>---

Service Address: 22/36 Ridley Street Albion

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1214 9765 8127
-----------	-------------	------------	---



Direct Debit: Visit citywestwater.com.au/paymentoptions or call 131 691



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





Credit Card: Visit citywestwater.com.au/pay or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on 131 691 to discuss your circumstances or visit citywestwater.com.au/assist to view our support options.



 Biller Code: 8789 Ref: 1214 9765 8127	Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au
--	--

 Billpay Code: 0362 Ref: 1214 9765 8127	Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au
---	---



*362 121497658127

+00121497658127>

+009201+

<0555638803>

<0000014193> +444+

OWNERS' CORPORATION CERTIFICATE

Section 151 (4) (a) OWNERS' CORPORATIONS ACT 2006

Owners' Corporation No. 6682

Vendor: Artioukhovski

Purchaser:

Reference:

This certificate is issued for Lot 22 on Plan No. 6682 the postal address of which is 36 Ridley Street, Sunshine, Victoria.

1. The present fees for the above Unit 22 are \$413.85 per quarter (made up of \$317.70 Administration Account and \$96.15 Property Maintenance Fund). Payable in advance on the first day of January, April, July and October.

Fees are fully paid until the 31st of March 2021

2. Unpaid fees including interest now total

\$413.80

3. The following special fees or levies have been struck and are due and payable on the dates indicated (insert details):

None

4. The Owners' Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Refer Annual General Meeting Minutes

5. The Owners' Corporation presently has the following insurance cover:

Name of Company	CHU Underwriting Agencies
No. of Policy	HU0010956
Building Amount	\$4.52 Million
Public Liability Amount	\$15 Million
Type of Policy	Reinstatement, Residential Strata Plan
Buildings Covered	36 Ridley Street, Sunshine
Renewal Date	1 st of May 2021

6. The Owners' Corporation *xxx/has not resolved that members may arrange their own insurance under section 63 of the ACT [date of resolution (if applicable)].

• *Continued Overleaf*



McKie Property Management

Owners' Corporation Management

ABN 62 128 383 424

Strata Community Australia (Vic.) Members

Tel: 03 9338 4728
Fax: 03 9338 6714

www.mckiegroup.com.au

P.O. Box 140
NIDDRIE 3042

Virtual Meeting Minutes

Minutes of the Virtual Annual General Meeting of O.C. 6682 situated at 36 Ridley Street, Sunshine. Held on Wednesday the 15th of July 2020, at the Offices of McKie Property Management, 34 Hawker Street, Airport West, Victoria.

Commenced: 5:00pm

Elections of Office Bearers: Committee: No additional nominations were received. Therefore the Committee to remain as T. Paine (U17), P. McKie (U21) & G. Issa (U18)
Managers: McKie Property Management was re-appointed. Please note that the Manager holds sufficient Professional Indemnity Insurance, is a current Member of Strata Community Australia (Vic.) and is Licensed with the Business Licensing Authority as per the Legislation.

Insurance: Insurance details were discussed and it was agreed to hold the sum insured at \$4.52 Million and the Property Owners' Liability at \$30 Million, until after the Insurance Valuation (refer below). It was noted that there is an excess applicable on all claims and it was agreed that each Lot Owner would wear the excess for their Unit.

Valuation: We have received feedback favouring an updated Insurance Valuation. Once received, all Owners to be forwarded a copy, with the Underwriter to be notified of the adjustment.

Essential Services: A Safety Assessment has been completed on the common areas of the property. The property has been classified as Class 2 which means annual audits are required. Owners must still ensure that the common areas are maintained and the area is compliant at all times.

Financials: We received no queries regarding the financials.

Budget: We received no queries regarding the budget.

Fees: Contribution fees to remain at \$43,000 per annum (split \$33,000 General Administration and \$10,000 Property Maintenance, struck as per the Units of Liability as per the Plan of Subdivision). Payable in advance on the 1st day of January, April, July and October. It was noted that any unbudgeted expenditure may require a Special Levy.

Arrears: An administration Fee will be charged by McKie Property Management, to those Owner(s) with amounts overdue, on each occasion a communiqué is forwarded.

Owners in Arrears may be subject to Legal action through V.C.A.T. and/or the Magistrates Court and may incur Legal fees as a result of any recovery action taken.

General Business/ Manager's Report: Cracking: The Executive Committee is currently in the process of ratifying the sewer and stormwater projects. As shown on the Proposed Budget, there are sufficient funds to proceed with this project without a special levy.

Clothesline: We can confirm that this has been rectified.

Caretaking: We can confirm that Mr. Issa has been carrying out the Caretaking at the property.

- Lot Owner(s) are ineligible to be elected as a Member of the Committee if there are arrears for any amount of fees or other amount owing to the Owners' Corporation.

- **Insurance –**

It is recommended by the Insurance Underwriters that Owners' Corporations carry out Insurance Valuations at least every three (3) years, to ensure the replacement value is sufficient to reinstate the property.

The last Insurance Valuation was carried out: Refer Above _____

Financial Services Guides and Product disclosure statements relating to insurance are available upon request.

Please be aware that a Special Levy and/or Special Levies may be applicable, should an excess and/or excesses be applicable during a financial period AND there is insufficient funding to cover the excess and/or excesses, WHERE an Owners' Corporation has agreed to cover the excess and/or excesses.

The Insurance Broker advises that the building policy does not cover personal fixtures and fittings nor Public Liability within your property or on your accessory unit (if applicable). This includes carpets, light fittings, drapes and blinds. It is in your interest to ensure these items are covered under a contents or landlords policy.

It was pointed out that the replacement of batteries in smoke alarms in the Units needed to be carried out, even if the alarms are electric. Furthermore, there is a recommendation from Electricians, that smoke alarms be replaced at least every ten (10) years, this includes both battery operated and hard-wired varieties. Please consult with your Electrician for further information.

Insurance Claims that are lodged directly through the Insurance Underwriter/Broker, may incur the cost of the applicable excess to the individual Lot.

Please be aware that the Insurance Underwriter will require you to obtain a Police Report for certain types of Insurance Claims, in order for them to be lodged. It is your responsibility to obtain this Report.

McKie Property Management are Authorised Representatives of Resolute Property Protect and therefore are only permitted to lodge Insurance Claims on behalf of Owners' Corporations, that have Insurance Policies through Resolute Property Protect.

Owner Responsibility:

In addition, please note that items falling under the responsibility of an Occupant or Lot Owner and not the Owners' Corporation, are required to be maintained. Failure to attend to maintenance issues of these items, may result in them being held personally liable for any loss or damage that may subsequently occur to the insured premises. Furthermore, the individual Lot Owner may incur the applicable excess, for any such claim lodged, where it was found to be a result of a lack of maintenance on the part of the individual Lot Owner on the property of the individual Lot Owner.

Please note that it is the responsibility of the individual Owner to notify the Manager of any changes in Tenancy details (including Industry type). This is a requirement of the Insurance Underwriter with respect to the associated risk.

Policies carry an excess on all claims. Please be aware that certain types of claims can attract a higher excess amount from the Underwriter. Please be also aware that the Owners' Corporation may assign the payment of an excess, to an individual Owner. It is also noted that in instances where there are insufficient funds and/or a tight budget, an Owner may be expected to cover the excess (if applicable) and/or the cost of the repairs if less than the excess. The Owner may request at the next available Annual General Meeting, the reimbursement of the excess (if applicable) or cost of the repairs if less than the excess.

- **Essential Services -**

There is now an obligation for all pre-2004 buildings to comply with asbestos safety obligations to assess, monitor, report and if necessary, removal of any asbestos in the

- *Model/Special Rules –*
Model Rules:
Please be aware that the Owners' Corporation Model Rules apply to this Owners' Corporation.
- *Change of Owner Details (incl. address) –*
In accordance with the Owners' Corporation Act, it is the responsibility of the Owner to inform the Owners' Corporation of any change in name and/or address.

Where the Property is Owned in the name of a Trust, Super Fund, Company, et al, a copy of the company search – detailing the individual Director must be provided. This can be obtained via the A.S.I.C. website www.asic.gov.au.
- *Ballots –*
Phone, electronic mail and/or postal ballots require a majority decision to proceed. Some ballots only require greater than fifty percent (50%), others may require seventy-five percent (75%) or a Unanimous decision. The details of which majority decision will be shown on the ballot or can be found at Consumer Affairs. Unless a majority decision is reached, the details of the ballot will remain on file for possible discussion at the next Annual General Meeting. An administration fee may be applicable.
- *Annual & Special General Meetings –*
As part of our compliance with the OHS Legislation, it is necessary that Annual General Meetings commence within office hours. Strata Community Australia Vic. recommends that meetings finish during daylight hours, to ensure the safety of the Managers and the Owners' Corporation Members.

Unless a medical emergency, mobile phones should be placed in airplane or silent mode.

In order to facilitate the needs of the Owners' Corporation, only one person may speak at a time.

All Annual General Meetings are allocated one (1) hour. Meetings that are in excess of one (1) hour will be charge as per the Legislation.

All efforts are undertaken by our office when arriving at a time and date for holding the Annual General Meeting. Timeslots are reviewed periodically and will be subject to change using a best endeavours approach, within the Legislative requirements of the Occupational health and Safety Act and guidelines from the Strata Community Association. Due to the high demand for certain timeslots, no changes will be permitted. The only exception being a majority of Owners agreeing in writing, to a change of date and payment of \$330.00 (incl. GST) for administration.
- *Disputes – Consumer Affairs (V.C.A.T. / D.S.C.V) –*
In accordance with the appropriate Legislation, disputes between Owners may proceed to the Victorian Civil and Administrative Tribunal or alternatively the Dispute Settlement Centre of Victoria, if unable to be amicably resolved. Owners can complete the necessary documentation with Consumer Affairs. Any attendance by McKie Property Management may result in our hourly fee being charged to the Owners' Corporation.
- *New Building Warranty Issues –*
Any structural issues must be taken up with the Builder/Developer with respect to the Building Warranty.
- *Exterior/combustible cladding –*
Any Owners' Corporation identified by the Victorian Building Authority as having Combustible Cladding, must consider the directions from the Victorian Building Authority and/or Municipal Council. The Victorian Building Authority has produced a Fire Safety tips for all Residents document:
<https://www.vba.vic.gov.au/cladding/fire-safety-on-balconies>
- *Fences –*
Where fences are deemed part of the Common Property (refer Annual General Meeting minutes and/or Plan of Subdivision), whether shared with a neighbour or not, only urgent fence repairs/replacement (that is the fence has fallen over due to storm damage), will the following apply:

Owners' are therefore ultimately responsible for the direction and instruction of Contractors engaged by the Owners' Corporation. This appointment recognises that the Owners' Corporation has control of the common property.

- **Occupancy Permits –**
It is the responsibility of the Owners' Corporation to display the Occupancy Permit for the Common Areas, for certain Owners' Corporation types (Classes 2 to 9 inclusive) and only for Owners' Corporations built after the 1st of July 1994 as per the Victorian Building Authority

It is the responsibility of the Individual Lot Owner(s) to display the Occupancy Permit for their Individual Lot(s) (Classes 2 to 9 inclusive) for Lots built after the 1st of July 1994 as per the Victorian Building Authority.
- **Social Media**
Due to the current Legislation regarding Social Media and Fake News, McKie Property Management have decided to abstain at this time, from entering into any position regarding these issues. Therefore any and all personal opinions made in relation to McKie Property will be requested to be removed, with possible Legal action to be taken.
- **Privacy Legislation**
As per the Victorian State Government Owners' Corporation Act 2006, Owners are permitted to obtain a copy of the Owners' details from the Register, for their own records. However, please be aware that the Australian Government Privacy Act 1988 does not permit these records from being disseminated to a non-authorized third party.
- **Duplicate Documentation –**
Any and all requests for duplicate documentation may incur a fee to the individual Owner. This includes but is not limited to an additional copy of the Annual General Meeting Minutes and/or Manager's Report, duplicate Postal Ballot paperwork, re-printed Contribution Fee notices, etc.
- **Temporary Rental –**
Owners and/or Residents may take action against other Owners and/or Guests staying in short-term accommodation. The Owners and/or Guests will be jointly and individually liable for any compensation, fines and awards for damage to Common Property. This action is limited to stays of seven (7) days – six (6) nights or less. Please contact V.C.A.T. (refer above) for further details

It is the responsibility of the individual Owner to inform the Manager and all other Owners of the Owners' Corporation, should their Unit be used for the purposes of temporary rental accommodation, such as Air B&B, Stayz, Expedia, HomeAway, et al. This information has been requested by the Insurance Underwriters for their risk assessment. Owner(s) must also display the Model Rules relating to Owners' Corporations for all temporary rental accommodation and must also advise temporary renters of the associated parking rules/space allocations/etc. The Manager will not be responsible for any communication with the temporary renter and as such the temporary renter must communicate directly with the individual Owner for any and all such matters relating to their temporary rental accommodation.
- **Quotations –**
Due to the difficulty in obtaining quotations for some projects and/or repairs, McKie Property Management may only obtain one (1) quotation (if possible) for projects up to \$1,000. Two (2) quotations to be obtained (if possible) for projects greater than \$1,000 up to \$10,000. Projects in excess of \$10,000 three (3) quotations to be obtained (if possible). Any additional quotations above and beyond those already mentioned, may incur a fee to the Owners' Corporation. Also where approved at an Annual General Meeting, individual Owners may be permitted by the Owners' Corporation to obtain their own quotation(s). Furthermore, where a quotation is required to be ratified by more than just the Owner's Corporation, a fee may be applicable based on the total amount of the successful quotation.
- **Letterboxes**
*Owners and Residents by way of Agents, are reminded that letterboxes need to be cleared in a timely manner to avoid overflow. Should you wish to not receive local advertising etc. Owners can simply add a 'no junk mail' sticker to your assigned letter box. Owners should contact Auspost for mail redirection and holding services for any extended absences:
<https://auspost.com.au/receiving/manage-your-mail/redirect-hold-mail>.*

Please be aware that identity theft is on the rise and occurs when someone gains access to your personal information. Please ensure that you securely lock your letterbox at all times.

(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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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.

Property Report from www.land.vic.gov.au on 19 April 2021 11:50 AM

Address: UNIT 22/36 RIDLEY STREET ALBION 3020

Lot and Plan Number: This property has 2 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): BRIMBANK Council Property Number: 731489

Directory Reference: Melway 26 F12

Note: There are 27 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

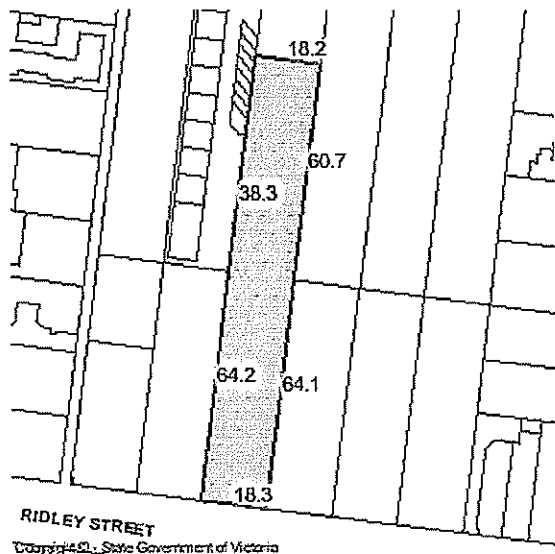
This property is not in a designated bushfire prone area.

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: 2274 sq. m

Perimeter: 286 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.

8 dimensions shorter than 4m 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](#)

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 22 RP6682	22\RP6682
B	Lot 48 RP6682	48\RP6682

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: ST ALBANS

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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 19 April 2021 11:51 AM

PROPERTY DETAILS

Address: **UNIT 22/36 RIDLEY STREET ALBION 3020**
 Lot and Plan Number: **Lot 22 RP6682**
 Standard Parcel Identifier (SPI): **22\RP6682**
 Local Government Area (Council): **BRIMBANK** www.brimbank.vic.gov.au
 Council Property Number: **731489**
 Planning Scheme: **Brimbank** planning-schemes.delwp.vic.gov.au/schemes/brimbank
 Directory Reference: **Melway 26 F12**
 This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

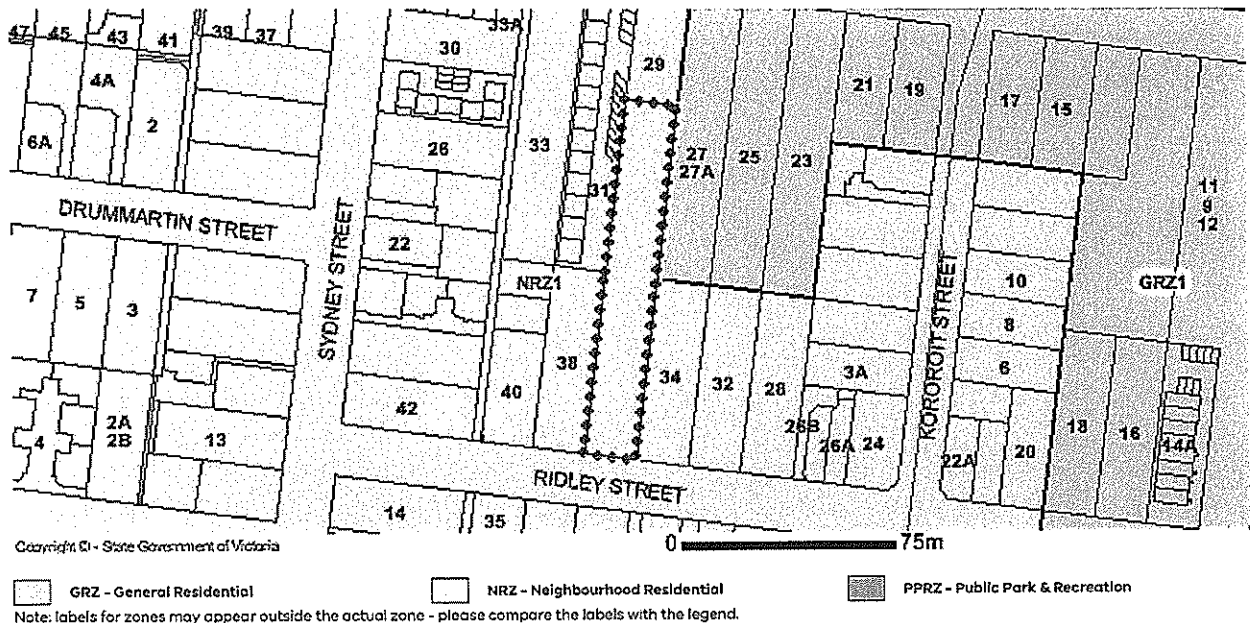
Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **City West Water**
 Melbourne Water: **inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **ST ALBANS**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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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).

Further Planning Information

Planning scheme data last updated on 14 April 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 abut 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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