Contract of Sale of Land

Property address:	**Unit 24, 1 Villiers Street NORTH MELBOURNE VIC 3051**

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962- Not applicable to this Contract*

Signing of this contract

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. 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: and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

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

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	**Francis Leslie Sexton**
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

The **day of sale** is the date by which both parties have signed this contract.

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Particulars of sale

Vendor's estate agent

Name:	**Xynergy Realty**
Address:	**19 Station Street OAKLEIGH VIC 3166**
Telephone:	**9017 5881**
Email:	**lisa.s@xynergy.com.au**

Vendor

Name(s):	**Francis Leslie Sexton**
Address:	**31 Tadema Crescent ELTHAM VIC 3095**
Telephone:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	**C P S Conveyancing**
Address:	**32 Patrick Close (P O Box 179) GREENSBOROUGH 3088**
Telephone:	**03 9435 9966**
Email:	**cpscon@bigpond.net.au**

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	**10847**	**Folio**	**569**	**24**	**PS449911C**

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	**Unit 24 1 Villiers Street NORTH MELBOURNE VIC 3051**
Goods sold with the land General condition 6.3(f).	**All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.**

Payment

Price	**$**
Deposit	**$**
by dd/mm/yyyy	
(of which [amount] 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)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:	
If this is a sale of a 'farming business' or 'going concern" then add the words '**farming business**' or '**going concern**' in this box:	
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	

Settlement (general condition 17 and 26.2)

Is due on: dd/mm/yyyy	

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

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

Lease (general condition 5.1)

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

in which case refer to general condition 5.1. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box	

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report – NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special conditions

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

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Conditions

1. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

2. No representations

It is agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

3. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

4. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

5. Auction

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

6. FIRB Approval

6.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act* 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

6.2 If there is a breach of the warranty contained in clause 6.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss,
damage or cost which the vendor incurs as a result of the breach;

6.3 This warranty and indemnity do not merge on completion of this contract.

Special Conditions (continued)

7. Additional Costs on Default

The vendor gives notice to the purchaser that in the event the purchaser fails to complete the purchase of the property on the date specified in the contract for the payment of the balance of the sale price ("the settlement date") the vendor will or may suffer the following losses and expenses which the purchaser shall be required and hereby agrees to pay to the vendor **in addition** to interest payable in accordance with General Condition 32 of the contract

a) all costs associated with obtaining finance to complete the vendor's purchase of another property including any bridging finance

b) accommodation costs necessarily incurred by the vendor

c) any further interest payable by the vendor under an existing mortgage

d) all fees and disbursements as between the vendor's conveyancer and the vendor

e) penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase

8. Purchaser to Provide Proof of Deductions

The purchaser agrees to provide a copy of all certificates obtained by them or their conveyancing representative to support any deduction from the vendor's monies due at settlement for payment of rates and/or taxes. The purchaser further agrees that in the event copies of certificates are not provided then they will make no claim for deduction from vendor's funds at settlement.

9. Settlement Re-scheduling Fee

The Purchaser agrees to pay the Vendor's Conveyancer's costs of $330.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to complete settle on the agreed settlement date.

The re-scheduling fee is payable each and every time settlement is re-arranged or rescheduled and is to be paid to the Vendor's Conveyancer at settlement.

10. Amendment to General Condition 23 - Adjustments

General Condition 23 is amended to specifically exclude Land Tax and Windfall Gains Tax as outgoings to be adjusted at settlement.

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Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, 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

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

General Conditions - continued

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

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 lodgement 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 lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

****

GUARANTEE and INDEMNITY

I/We _____ **of** _____

And _____ **of** _____

being the **Sole Director / Directors of** _____ **ACN** _____

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

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

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

This _____ Day of _____ 20 _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SECTION 32 STATEMENT

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

Vendor:	Francis Leslie Sexton
Property:	Unit 24, 1 Villiers Street NORTH MELBOURNE VIC 3051

VENDORS REPRESENTATIVE
C P S Conveyancing
PO Box 179, Greensborough Vic 3088
t: 03 9435 9966 e: cpscon@bigpond.net.au | w: cpscon.com.au

Ref: 24-4774

FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider
City of Melbourne
Greater Western Water
Land Tax
Owners Corporation 449911C

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:
Refer to Owners Corporation Certificate and Minutes of Meeting for proposed future works.

Their total does not exceed $10,000 (does not include any fees for proposed owners corporation works**)**

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

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
Not Applicable

INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable – the property shall remain at the risk of the vendor until settlement

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: See attached certificate and/or planning report
Responsible Authority: See attached certificate and/or planning report
Zoning: See attached certificate and/or planning report
Planning Overlay/s: See attached certificate and/or planning report

NOTE: Planning reports may show measurements – these are estimated only and should not be relied upon. The purchaser should rely only on measurements shown on the Plan accompanying the Title

NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted.

OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

TITLE

Attached are the following document/s concerning Title:

In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

- Search Statement Volume 10847 Folio 569
- Plan of Subdivision Plan 449911C

Attachments:
Due Diligence Checklist
Roads Certificate
Planning report including Bushfire Prone Area status
Owners Corporation Certificate
Owners Corporation Minutes
Owners Corporation Statement of Advice
Owners Corporation Model Rules
Land Tax Certificate
Council Land Information Certificate
Water Authority Rates Notice & Encumbrance Certificate
GST Withholding Notice to Purchaser

SECTION 32 STATEMENT

UNIT 24 1 VILLIERS STREET NORTH MELBOURNE VIC 3051

DATE OF THIS STATEMENT / / /20

Name of the Vendor

Francis Leslie Sexton

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT / / /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

GST Notice to the Purchaser
Property:

UNIT 24, 1 VILLIERS STREET NORTH MELBOURNE VIC 3051

Vendor: **Francis Leslie Sexton**

The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

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

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

VOLUME 10847 FOLIO 569 Security no : 124114312257A
Produced 19/04/2024 10:53 AM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 449911C.
PARENT TITLES :
Volume 04616 Folio 174 Volume 05455 Folio 935 Volume 06212 Folio 335
Created by instrument PS449911C 13/12/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FRANCIS LESLIE SEXTON of 31 TADEMA CRESCENT ELTHAM VIC 3095
AD381566U 21/01/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF734241T 25/03/2008
ST. GEORGE BANK LTD

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

DIAGRAM LOCATION

SEE PS449911C 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 24 1 VILLIERS STREET NORTH MELBOURNE VIC 3051

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS449911C

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DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS449911C**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**19/04/2024 10:53**

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PLAN OF SUBDIVISION

Stage No. /

LTO use only

EDITION 4

Plan Number

PS 449911C

Location of Land

Parish: JIKA JIKA (AT NORTH MELBOURNE)

Township: ———

Section: 13

Crown Allotment: 1, 2 (PART) & 20 (PART)

Crown Portion: ———

Title References: CT VOL 4616 FOL 174,
CT VOL 5455 FOL 935 & CT VOL 6212 FOL 335

Last Plan Reference: BP1327

Postal Address: 1 - 9 VILLIERS STREET,
(at time of subdivision) NORTH MELBOURNE, 3051

AMG Co-ordinates E 319 600
(Of approx centre of plan) N 5814 250 **Zone** 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement

Council Name: CITY OF MELBOURNE **Ref:** TP 03/226 (2705)

1. This plan is certified under section 6 of the Subdivision Act 1988.

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~

Date 23 / 11 / 04

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal

Date / /

Notations

Depth Limitation: DOES NOT APPLY

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. TP03/226

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS - MEDIAN OF WALLS, FLOORS AND CEILINGS SHOWN THUS - ———
INTERNAL FACE OF WALL SHOWN THUS - ~~~~~~~~
PROJECTION OF MEDIAN OF FLOORS AND CEILINGS SHOWN THUS - — — —

COMMON PROPERTY No 1 IS ALL THE LAND IN THE PARCEL EXCEPT LOTS 1 TO 30 INCLUSIVE & LOT A

INCLUDES ALL COLUMNS
ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF THE COMMON PROPERTY NOTE THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.
This survey has been connected to permanent marks no(s).
In proclaimed Survey Area no. ———

REDUCED LEVELS (RL) ARE TO THE AUSTRALIAN HEIGHT DATUM (AHD) AND ARE BASED ON JIKA JIKA PM 780 WITH A STATED LEVEL OF 22.467m DATED 10/01/2019

LTO use only
Statement of Compliance / Exemption Statement
Received ✓
Date 25/11/04

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Easements and rights implied under section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTO use only
PLAN REGISTERED
TIME 12:03 PM
DATE 13/12/04
Assistant Registrar of Titles

SHEET 1 OF 9 SHEETS

TGM
Engineers and Surveyors
TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350
Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN

SIGNATURE ——— DATE / /

REF BA-0649-02-SS VERSION 5

DATE 23 / 11 / 04
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

T.0.1

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PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 449911C**

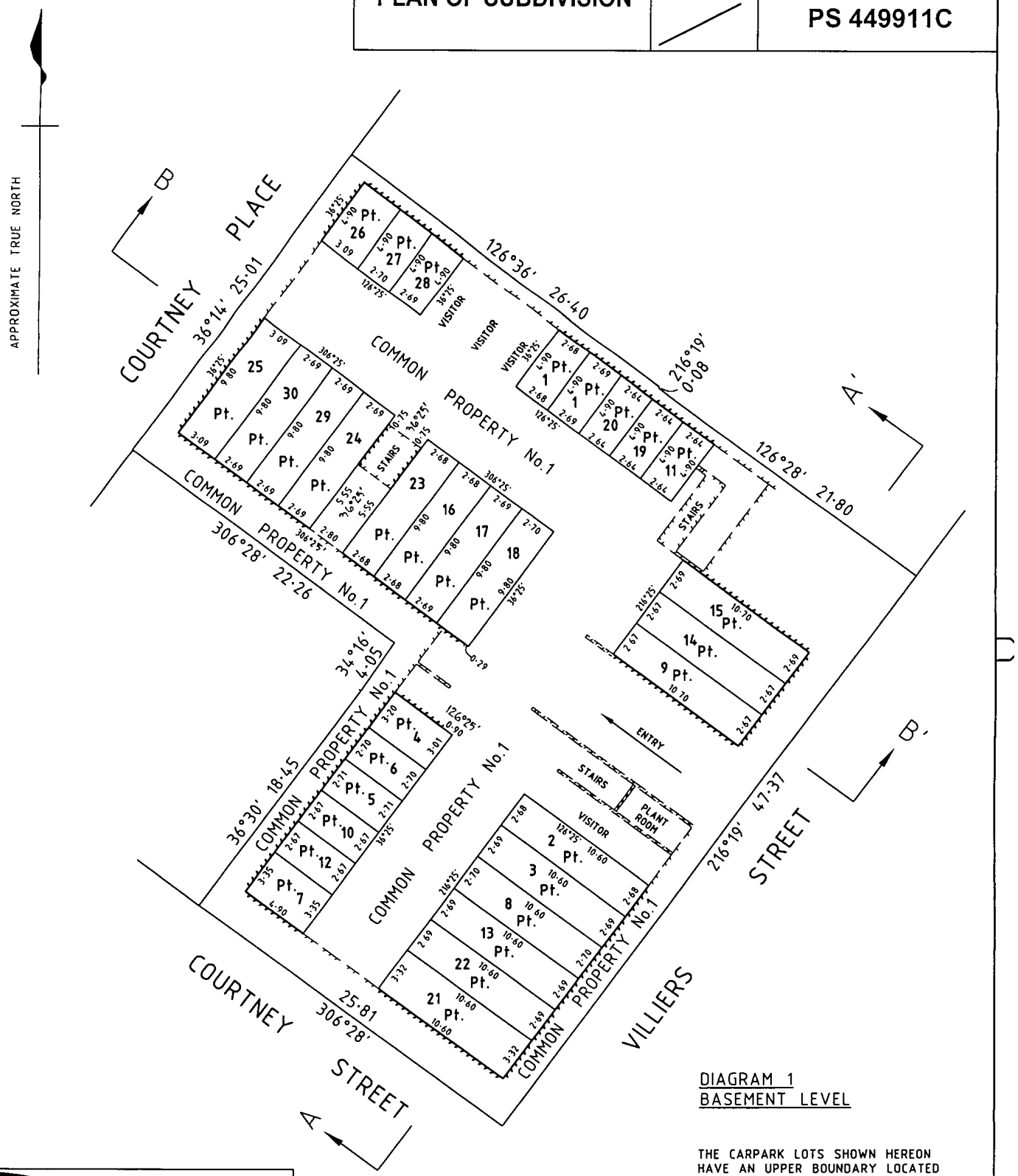


DIAGRAM 1
BASEMENT LEVEL

THE CARPARK LOTS SHOWN HEREON HAVE AN UPPER BOUNDARY LOCATED 2 METRES ABOVE THE LOWER BOUNDARY.

TGM
Engineers and Surveyors
TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350
Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

ORIGINAL

SHEET SIZE	SCALE
A3	1 250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN
SIGNATURE ____ DATE / /
REF BA-0649-02-SS VERSION 5

SHEET 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 110mm

T.0.2

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PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 449911C**

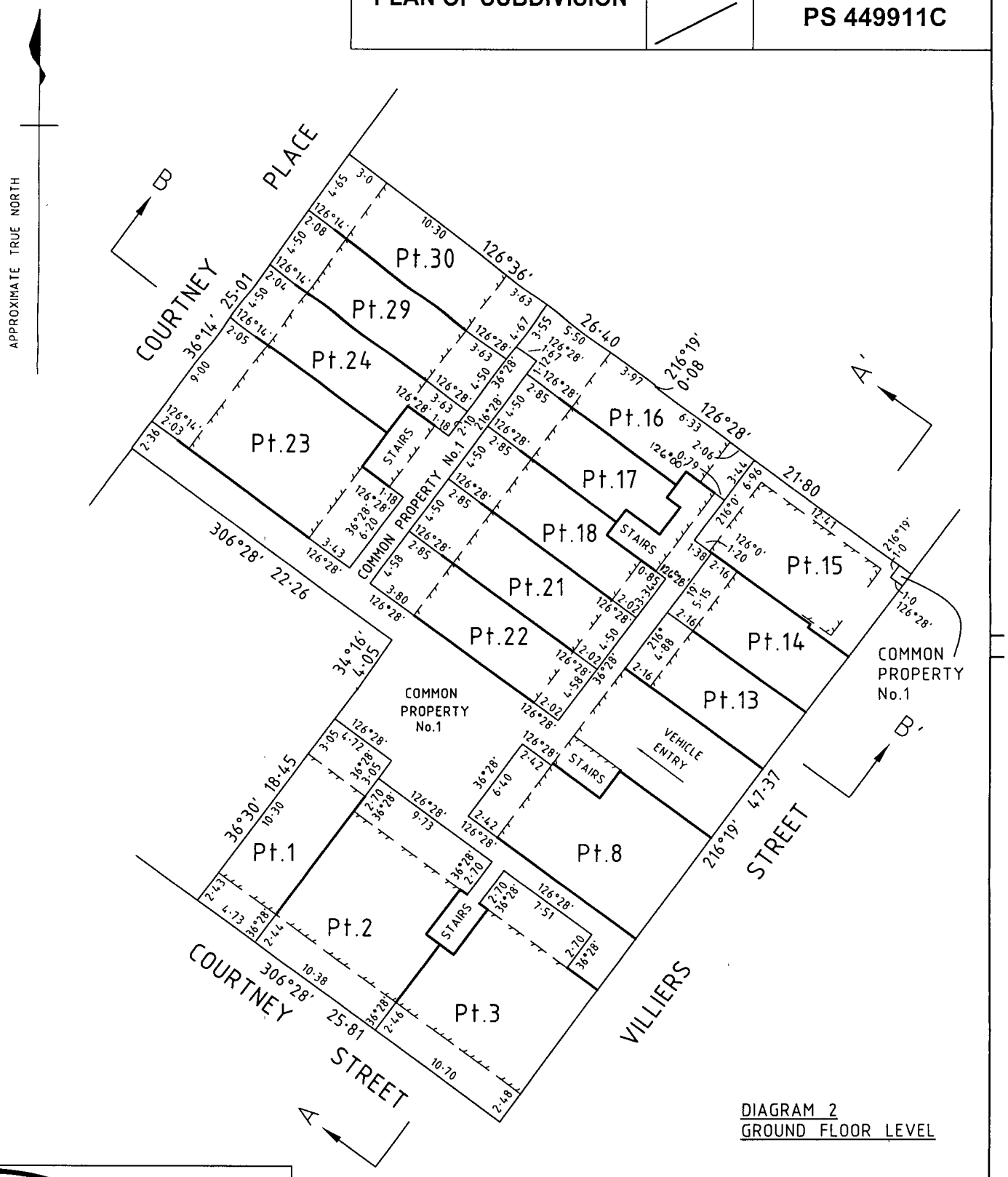


DIAGRAM 2
GROUND FLOOR LEVEL

TGM
Engineers and Surveyors
TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350
Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

ORIGINAL

SHEET SIZE	SCALE
A3	1 250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN

SIGNATURE ____ DATE / /

REF BA-0649-02-SS VERSION 5

SHEET 3

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 449911C**

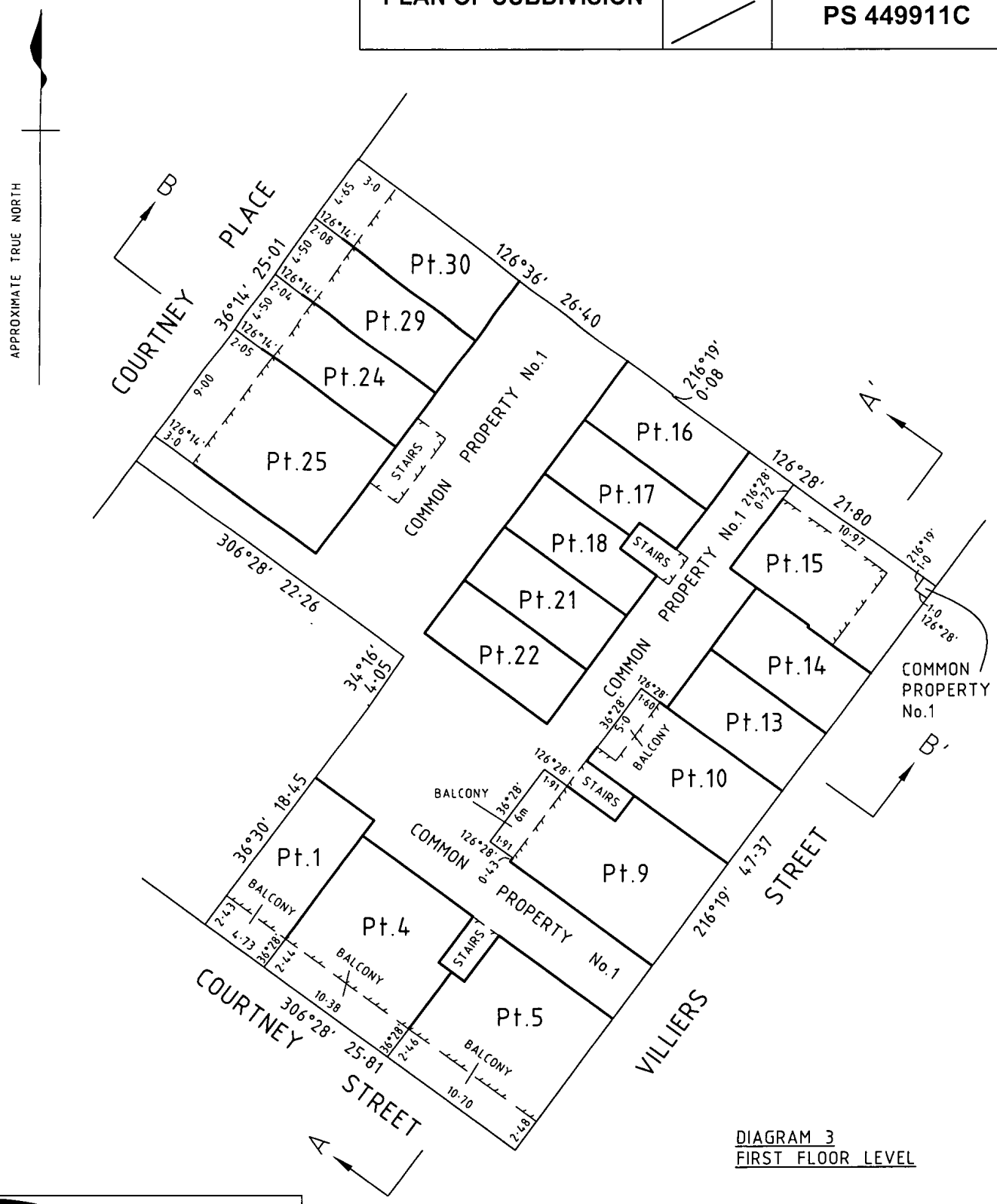


DIAGRAM 3
FIRST FLOOR LEVEL

TGM
Engineers and Surveyors
TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350
Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

ORIGINAL

SHEET SIZE	SCALE
A3	1 250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN
SIGNATURE
DATE / /
REF BA-0649-02-SS VERSION 5

SHEET 4

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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T.0.2

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PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 449911C**

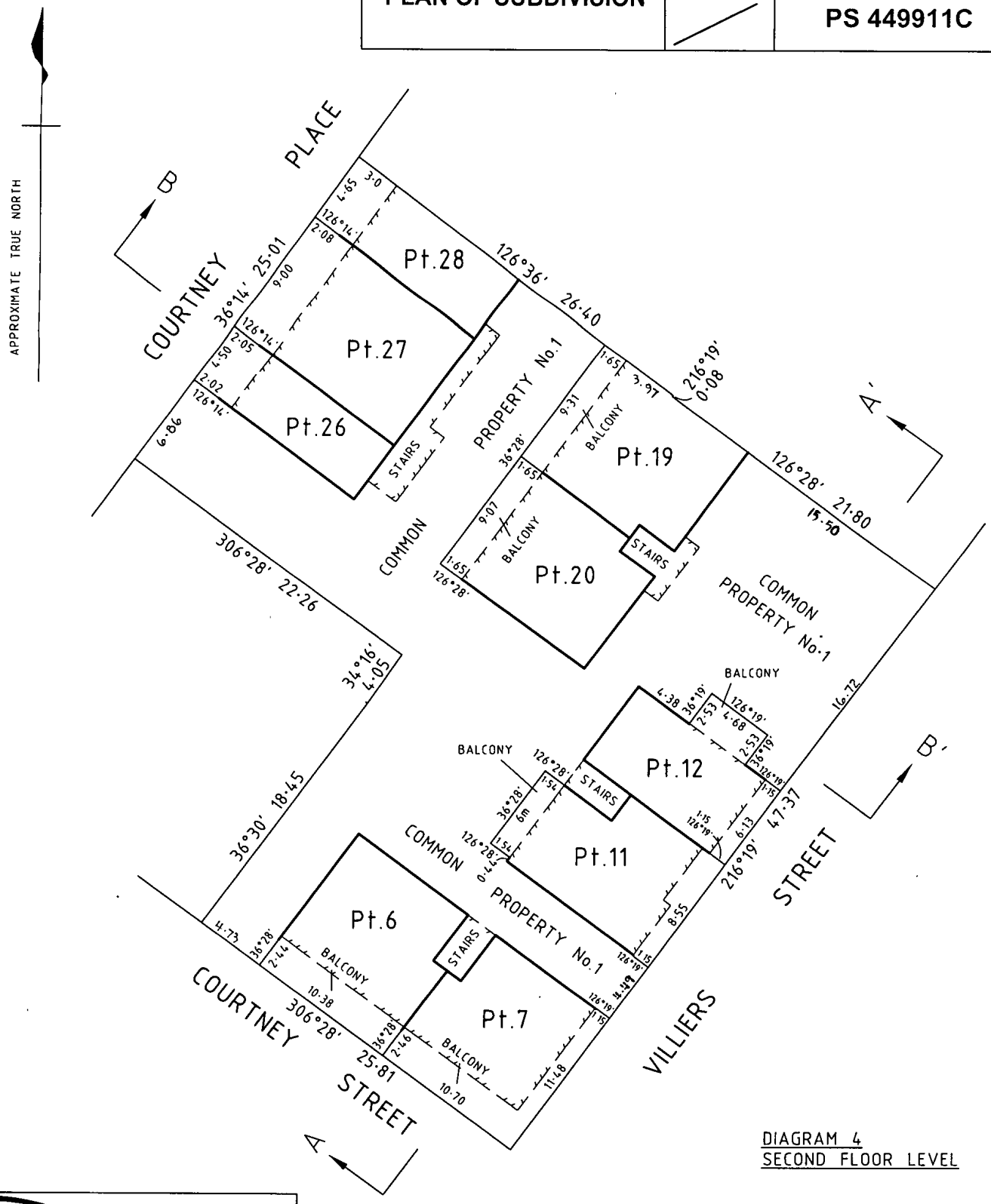


DIAGRAM 4
SECOND FLOOR LEVEL

TGM
Engineers and Surveyors

TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350

Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

ORIGINAL

SHEET SIZE	SCALE
A3	1 250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN

SIGNATURE ____ DATE / /

REF BA-0649-02-SS VERSION 5

SHEET 5

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 110mm

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PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 449911C**

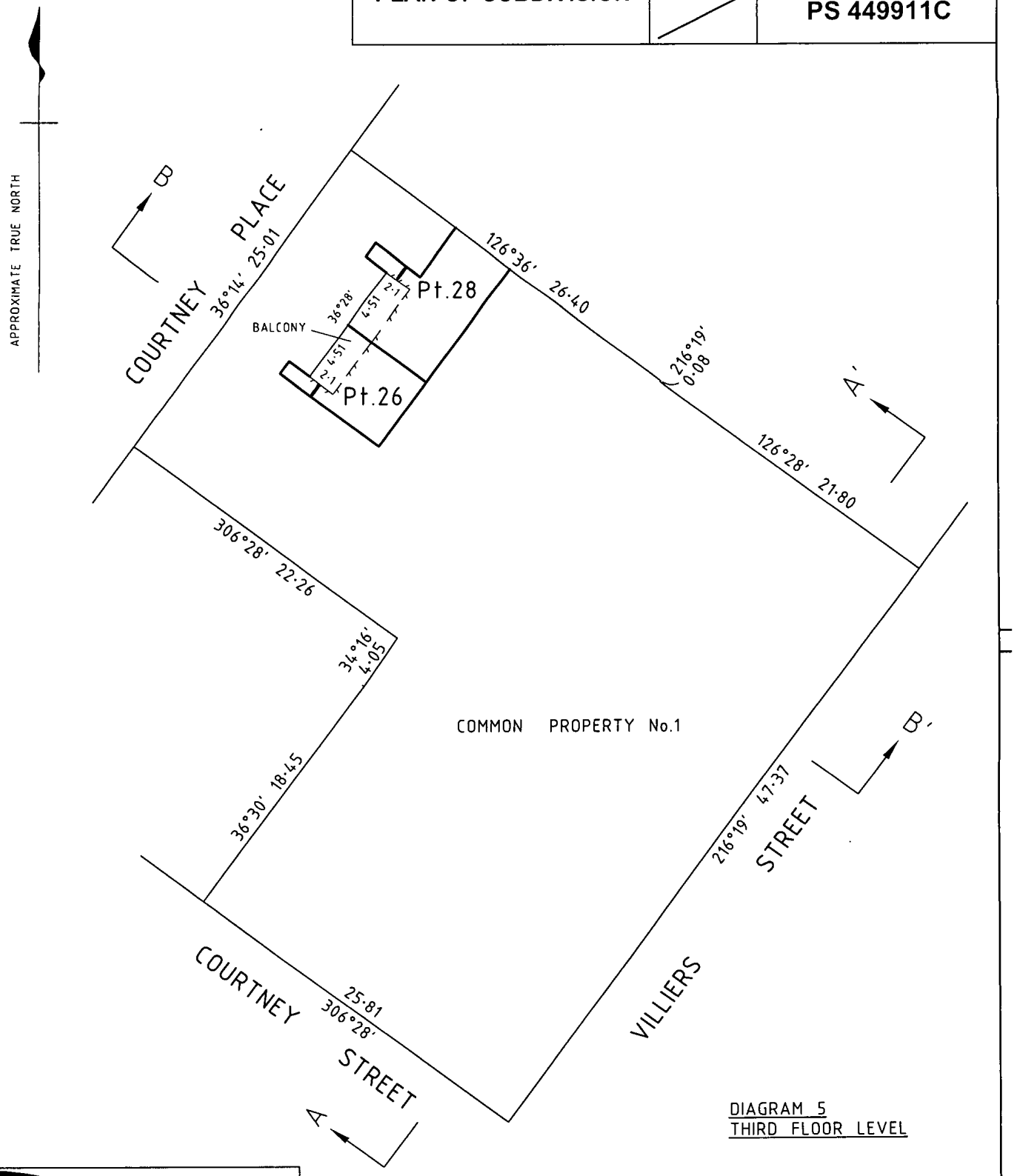


DIAGRAM 5
THIRD FLOOR LEVEL

TGM
Engineers and Surveyors
TGM Group Pty Ltd
1315 Sturt Street
Ballarat Victoria 3350
Telephone 03 5333 3744
Facsimile 03 5333 3815
Email mail@tgmgroup.com

ORIGINAL

SHEET SIZE	SCALE
A3	1 250

SCALE
2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW STUART HARMAN
SIGNATURE DATE / /
REF BA-0649-02-SS VERSION 5

SHEET 6

DATE / /
COUNCIL DELEGATE SIGNATURE

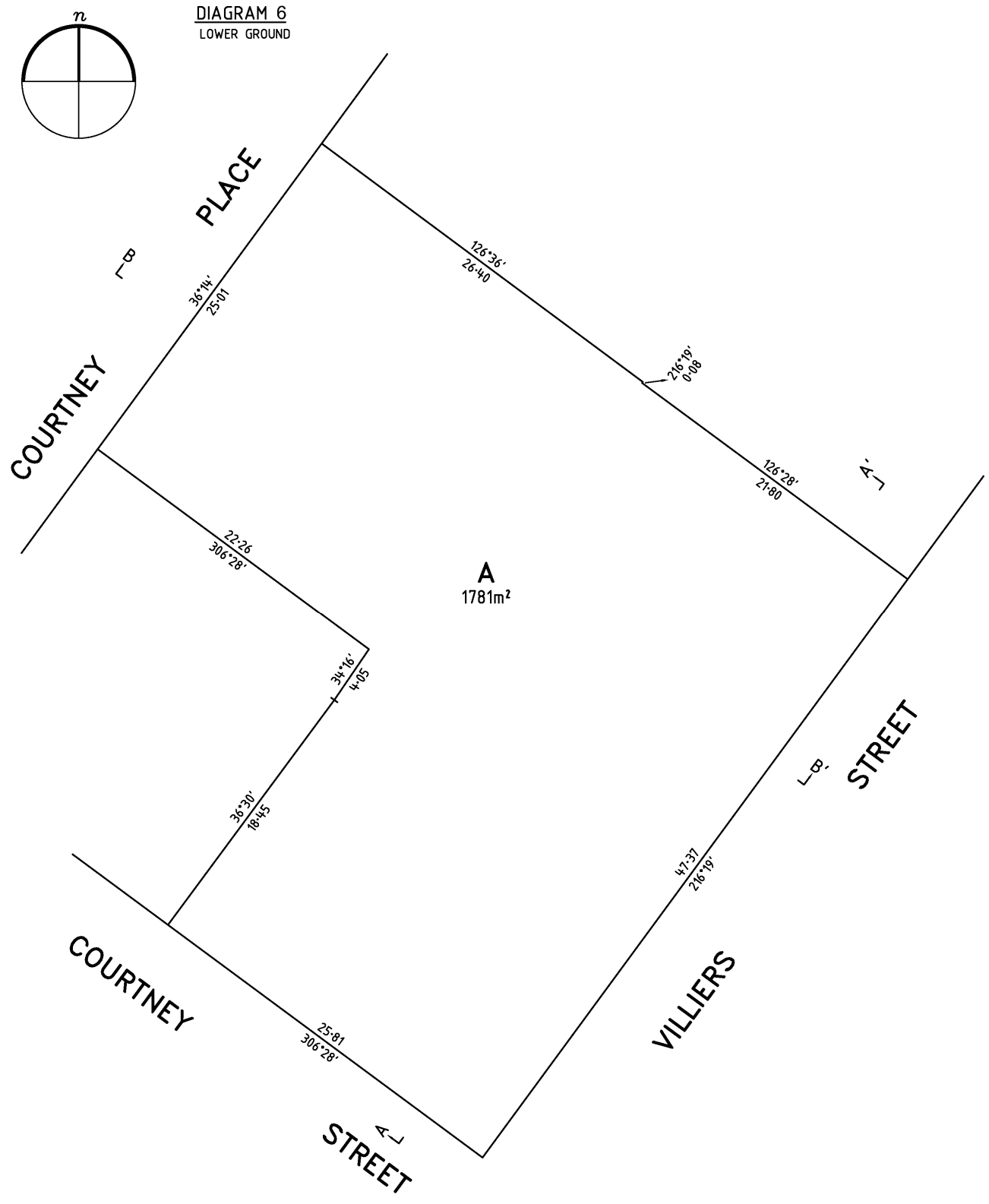
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PLAN OF SUBDIVISION

PS 449911C

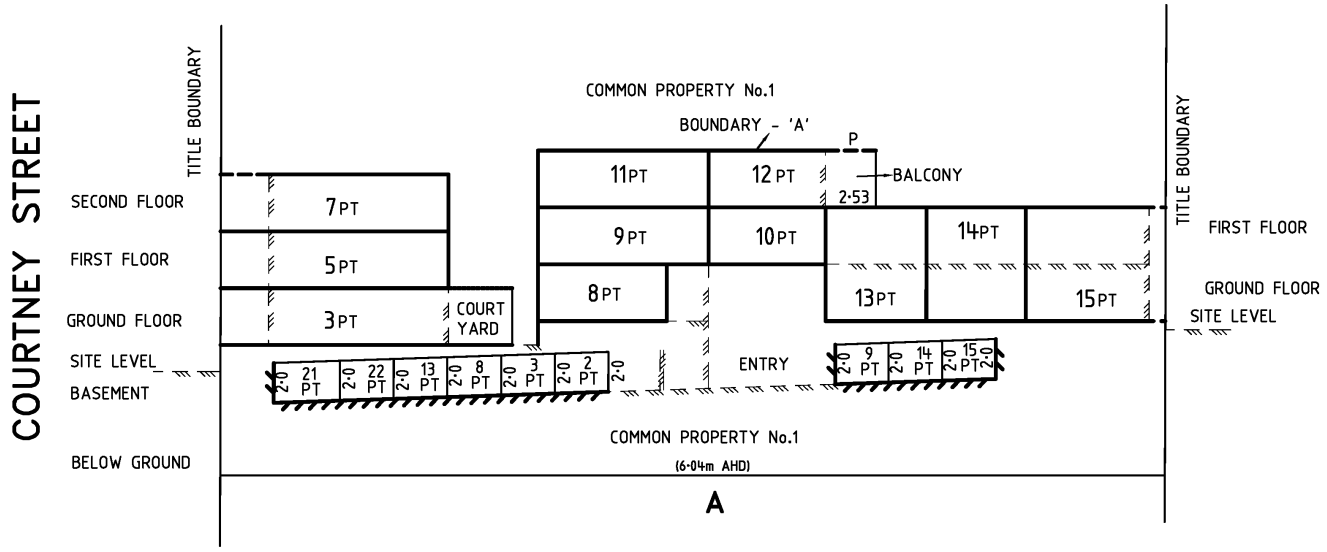


VERIS AUSTRALIA PTY LTD A | Level 3, 1 Southbank Blvd Southbank VIC 3006 T | +61 3 7019 8400 E | melbourne@veris.com.au W | www.veris.com.au	LICENSED SURVEYOR LACHLAN JAMES McCLEARY		SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES
	DATE 20/07/22	REFERENCE 32196		ORIGINAL SHEET SIZE A3
	VERSION A	DRAWING 32196-S106-GL-A		SHEET 7

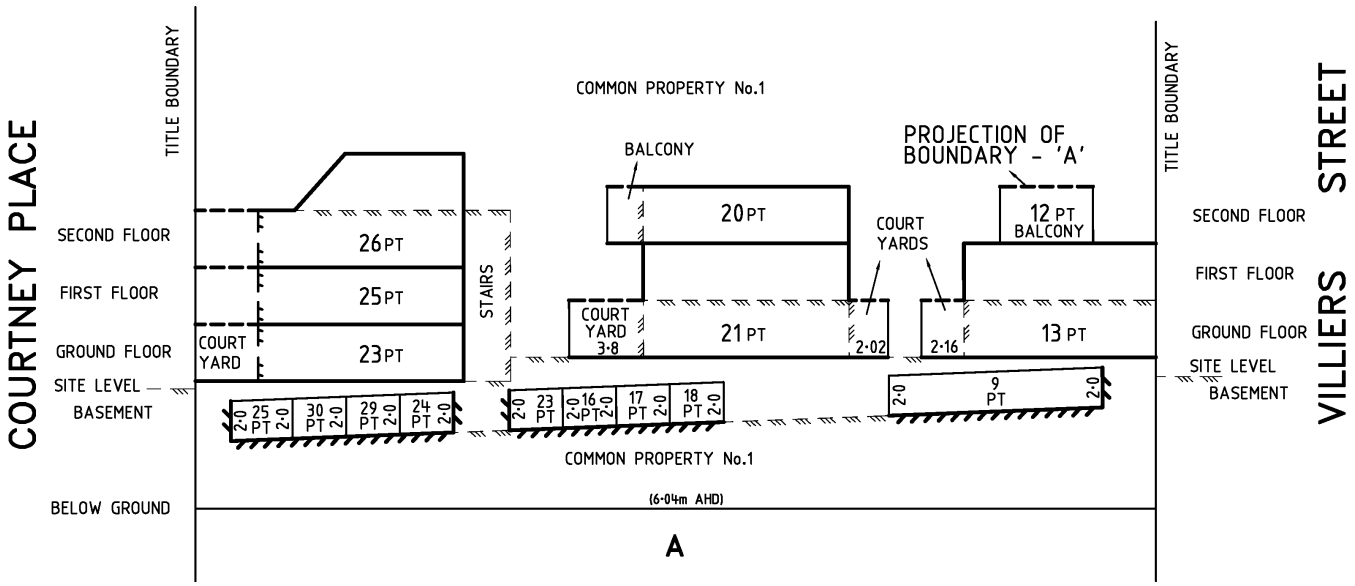
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PLAN OF SUBDIVISION

PS 449911C



CROSS SECTION A-A'
NOT TO SCALE



CROSS SECTION B-B'
NOT TO SCALE

VERIS AUSTRALIA PTY LTD
A | Level 3, 1 Southbank Blvd Southbank VIC 3006
T | +61 3 7019 8400
E | melbourne@veris.com.au
W | www.veris.com.au

LICENSED SURVEYOR LACHLAN JAMES McCLEARY		SCALE N.T.S.	0 LENGTHS ARE IN METRES
DATE 20/07/22	REFERENCE 32196		ORIGINAL SHEET SIZE A3
VERSION A	DRAWING 32196-S106-GL-A		SHEET 8

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PS449911C

FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 449911C

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BOBY CORPORATE No 1		CHANGE OF ADDRESS	AD414991A		2	MLE
THIS PLAN		ADDITIONAL RULES RECORDED	AD415039L	23/02/05	3	ROBERT REDMAN
CP1	LOT A	Acquisition under the Major Transport Projects Facilitation Act 2009	AW149372R	26/10/22	4	NT

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS449911C

The land in PS449911C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 30.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AU425893Q 08/06/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AD415039L 23/02/2005

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/04/2024 10:53:05 AM

OWNERS CORPORATION 1
PLAN NO. PS449911C

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Total	**300.00**	**300.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

CPS Conveyancing
PO Box 179
GREENSBOROUGH 3088

Client Reference: 24-4774 Sexton

NO PROPOSALS. As at the 19th April 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 24 1 VILLIERS STREET, NORTH MELBOURNE 3051
CITY OF MELBOURNE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 19th April 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72550831 - 72550831104822 '24-4774 Sexton'

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 10 April 2024 02:28 PM

PROPERTY DETAILS

Address:	**24/1 VILLIERS STREET NORTH MELBOURNE 3051**
Lot and Plan Number:	**Lot 24 PS449911**
Standard Parcel Identifier (SPI):	**24\PS449911**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**594847**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2A K8**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

OTHER

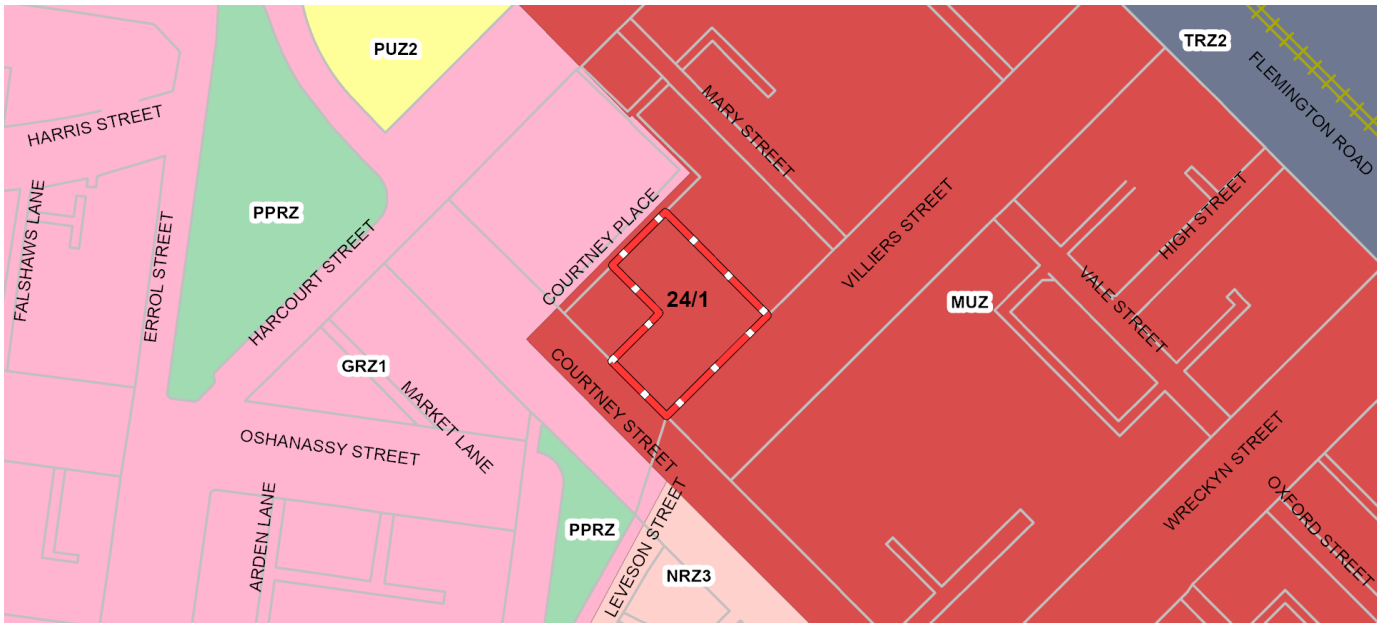
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



GRZ - General Residential

MUZ - Mixed Use

NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

PUZ2 - Public Use-Education

TRZ2 - Principal Road Network

Tram line

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

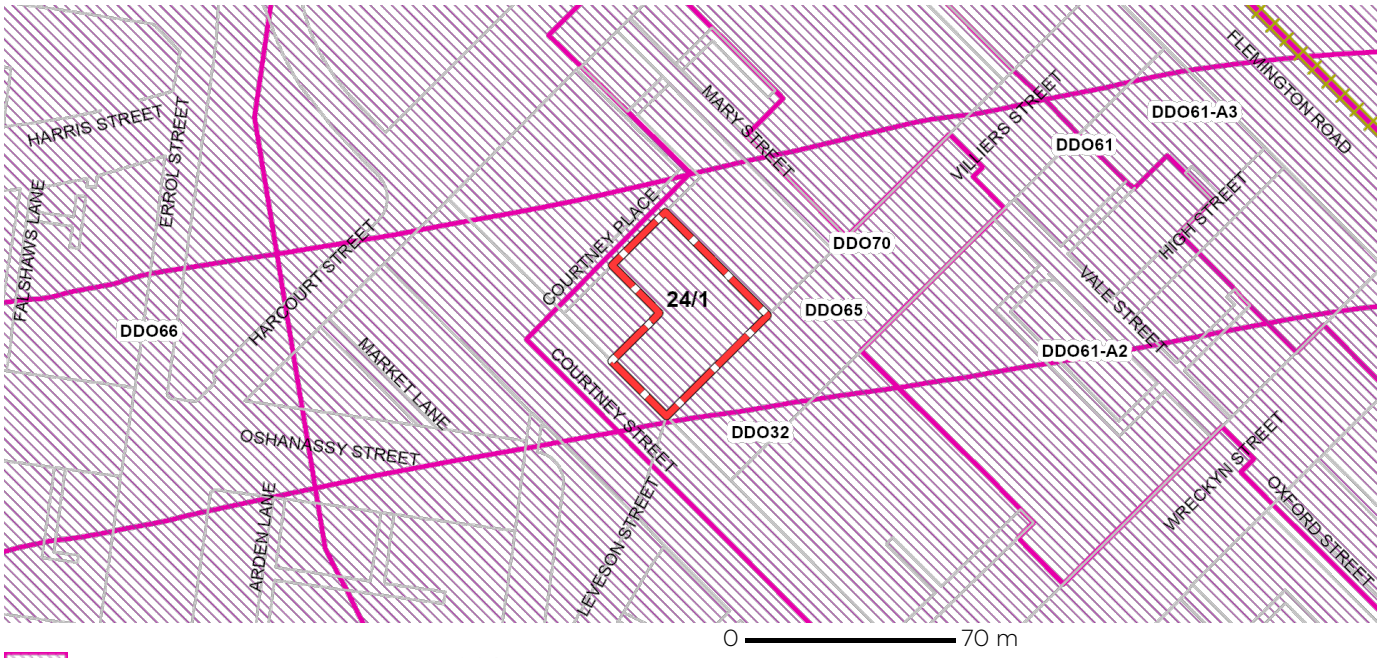
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 32 (DDO32)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 65 (DDO65)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 (DDO70)



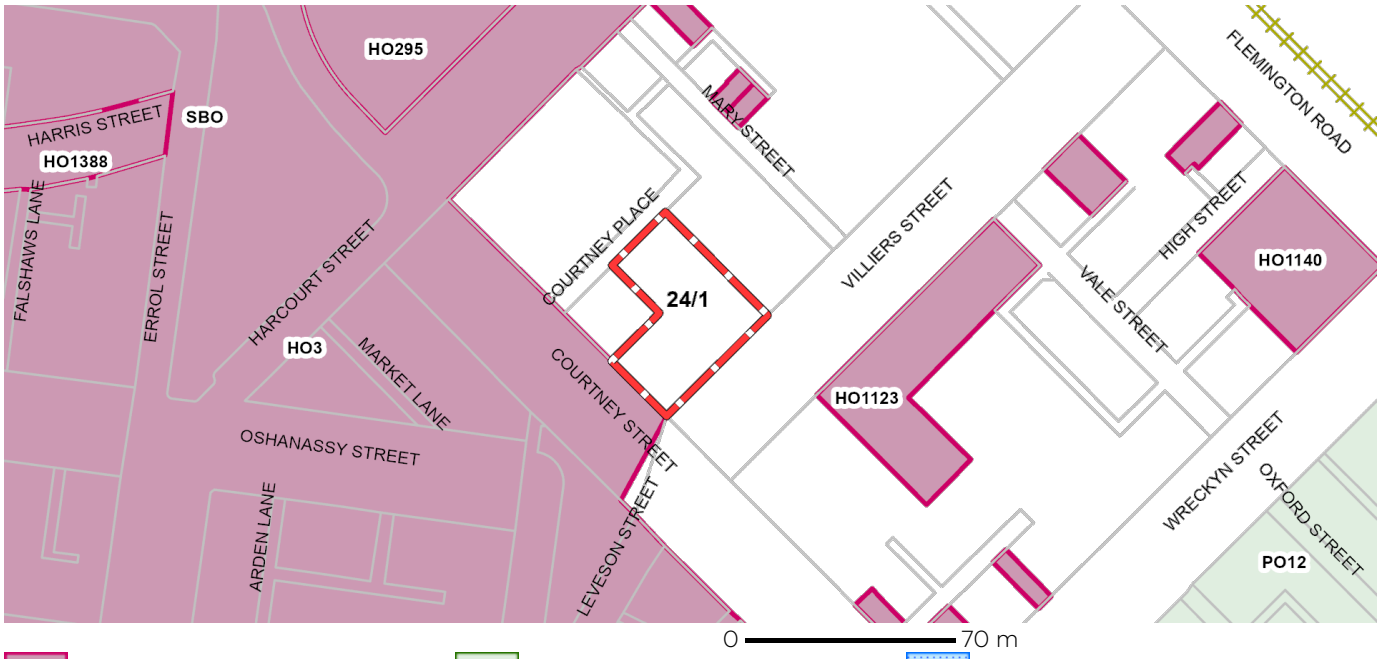
DDO - Design and Development Overlay
Tram line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)
PARKING OVERLAY (PO)
SPECIAL BUILDING OVERLAY (SBO)



HO - Heritage Overlay
PO - Parking Overlay
SBO - Special Building Overlay
Tram line

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may 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 https://mapshare.maps.vic.gov.au/vicplan

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

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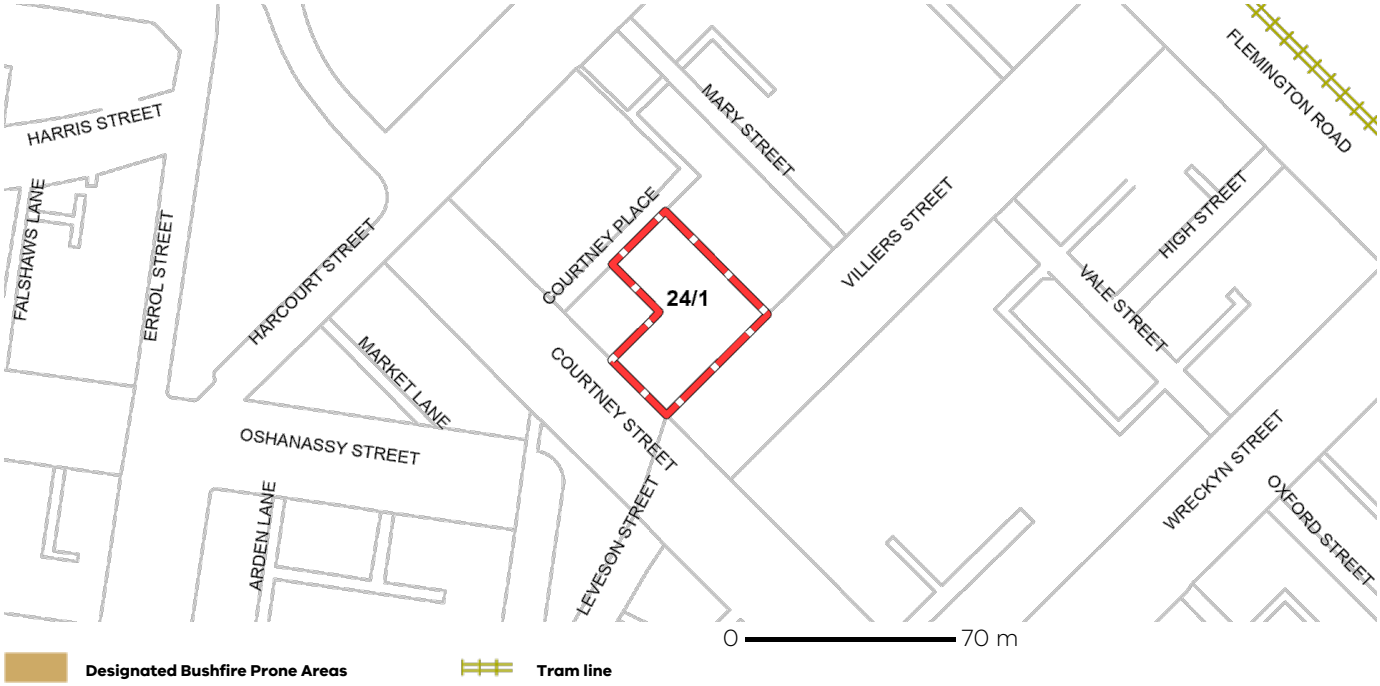
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

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

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

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

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

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

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No:	Owners Corporation on Plan No. 449911C
Property Address:	Lot 24 at 1-9 Villiers Street, NORTH MELBOURNE VIC 3051
Current Owner:	F Sexton
Postal Address:	31 Tadema Crescent ELTHAM VIC 3095
Applicant for the certificate is	CPS Conveyancing
Applicant Reference:	24-4774 Sexton
Date of Issue:	The information in this certificate is issued on 17th April 2024

IMPORTANT: Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

SETTLEMENT PAYMENT DETAILS
BPAY PAYMENT DETAILS
Biller Code: 96503
DEFT Reference Number: **274949577 192371**

(a) The current annual fees for the lot total **$5,796.40** and is payable in **quarterly** instalments (Administration Fund: **$3,666.80** & Maintenance Fund: **$2,129.60**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

(b) The date up to which the fees for the lot have been paid is **30 Jun 2024.**

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

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

Other Owner Invoices:

- A $75.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**

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

Major Works Project:
Manager advised meeting of the quote submission from MPR(Melbourne Property Rejuvenation) of $741,246.00 which included Level 1 and 2 balconies and ground floor private areas(behind fences).
It was resolved to proceed with the scpe for Ground floor only- common areas and private courtyards.
Manager further advised Ground Floor Lot contribution towards the project is $199,067(based on courtyard size). **Note - Please refer to exclusions on quote.**

It was further resolved to proceed with the total cost proposed by the Manager.(as below)
Preliminaries $67,100
OC share $192,432
Project Mgt $29,700
Infracorr $29,800
Concrete Remedial * $50,000
Water proofing
inspection**
$6,880
Project Cost $375,912
GST $37,591
Gross $413,503
10% contingency * $41,796
Total Project Cost $455,299
*- Assumptions, **- If required

Manager advised current Owners Corporation balance was not sufficient to fund the project. **It was resolved further** to strike special levies to defray costs.

It was resolved for the committee to determine number of special levy instalments based on project start date and duration.

Post Meeting Note - Contractor advised potential start date as 1st May 2024 and project duration of 90 days.

It was further resolved to seek for contractor to attend all ground floor Lots and confirm inclusion of air con removal/reinstatement, window and hob installation based on Lot preference.

Level 1 and 2 Balcony
The Manager advised members of the balcony tiles and waterproof membranes are with Lot boundaries and the responsibility of the Lot Owner to repair and maintain.
The Manager advised the meeting that each relevant owner is responsible for any resultant damage to common property or another Lot caused by water escapes from a balcony and that it is in each relevant member's interest to have their balcony attended to as a matter of urgency if this has not already been done.

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

Policy No. LNG-STR-20164559 Longitude Insurance Pty Ltd

Type: Strata Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004

Premium: $24,441.99 Paid on: 15/06/2023 Policy start date: 15/06/2023 Next due: 15/06/2024

Cover	*Sum insured*	*Excess*
.Building - All Claims	$16,751,611.00	$5,000.00
.Common Area Contents	$167,516.00	$5,000.00
.Loss of Rent/Temporary Accommodation	$2,512,742.00	$5,000.00
.Public/Legal Liability	$50,000,000.00	$2,000.00
.Voluntary Workers	insured	$0.00
.Fidelity Guarantee	$100,000.00	$2,000.00
.Office Bearer's	$5,000,000.00	$2,000.00
.Government Audit Costs	$30,000.00	$500.00
.Workplace Health & Safety Breaches	$150,000.00	$500.00
.Legal Defence Expenses	$50,000.00	$1,000.00
.Lot Owner's Fixtures & Improvements	$300,000.00	$5,000.00
.Building - All Water Damage	Insured	$5,000.00
.Flood	Insured	$5,000.00
.Floating Floorboards	insured	$5,000.00

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.

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

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.

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

Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services

Leases & Licences

- None to our knowledge at this time.

Other Agreements

- None to our knowledge at this time.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 17th April 2024.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.

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

Turnbull Cook Strata Management Pty Ltd
Level 9, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: info@turnbullcook.com.au

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

(p) Any other information:
- None to our knowledge at this time

(q) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **17th April 2024**

The Common Seal of Owners Corporation Plan No 449911C was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

Signed on behalf the Owners Corporation on Plan No 449911C by:



Registered Manager Signature

Harry Cook

Turnbull Cook Strata Management Pty Ltd
Level 9, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/04/2022
End Date: 30/04/2026
Owners: One only

The Owners of OC--PS449911C — 1-9 Villiers Street, NORTH MELBOURNE VIC 3051

Lot 24 **Unit 24** **F Sexton** — UE / AE: 10.00 / 300.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/04/2022	Quarterly	O/C Contributions 01/04/22 to 30/06/22	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
2	01/07/2022	Quarterly	O/C Contributions 01/07/22 to 30/09/22	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
3	01/10/2022	Quarterly	O/C Contributions 01/10/22 to 31/12/22	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
4	01/01/2023	Quarterly	O/C Contributions 01/01/23 to 31/03/23	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
5	01/04/2023	Quarterly	O/C Contributions 01/04/23 to 30/06/23	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
6	01/07/2023	Quarterly	O/C Contributions 01/07/23 to 30/09/23	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
7	18/07/2023	Once-off	Lot 24: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
8	01/10/2023	Quarterly	O/C Contributions 01/10/23 to 31/12/23	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
9	01/01/2024	Quarterly	O/C Contributions 01/01/24 to 31/03/24	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
10	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	916.70	916.70	532.40	532.40	0.00	0.00%	Standard	Normal	None
11	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	916.65	0.00	532.40	0.00	0.00	0.00%	Standard	Normal	None
12	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	916.65	0.00	532.40	0.00	0.00	0.00%	Standard	Normal	None
13	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	916.70	0.00	532.40	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments $0.00 — Levy arrears & owner invoices due $0.00 — Interest on levy arrears $0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.

The Owners of OC--PS449911C 1-9 Villiers Street, NORTH MELBOURNE VIC 3051

Lot 24 **Unit 24** **F Sexton** UE / AE: 10.00 / 300.00

20/06/2022	243	Receipt	Banked		916.70	0.00	532.40	0.00	0.00	1,449.10	2
30/09/2022	292	Receipt	Banked		916.70	0.00	532.40	0.00	0.00	1,449.10	3
14/12/2022	320	Receipt	Banked		916.70	0.00	532.40	0.00	0.00	1,449.10	4
31/03/2023	373	Receipt	Banked		916.70	0.00	532.40	0.00	0.00	1,449.10	5
24/07/2023	429	Receipt	Banked		936.70	0.00	532.40	0.00	0.00	1,469.10	6, 7
18/09/2023	456	Receipt	Banked		916.70	0.00	532.40	0.00	0.00	1,449.10	8
02/01/2024	509	Receipt	Banked		916.70	0.00	532.40	0.00	50.00	1,499.10	9
27/02/2024		Unalloc money allocation		Levy Posting	31.63	0.00	18.37	0.00	(50.00)	0.00	10
28/03/2024	552	Receipt	Banked		885.07	0.00	514.03	0.00	0.00	1,399.10	10

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Balance Sheet
As at 17/04/2024

The Owners of OC--PS449911C — 1-9 Villiers Street, NORTH MELBOURNE VIC 3051

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	24,307.92
Owners Equity--Admin	21,976.51
	46,284.43
Operating Surplus/Deficit--Sinking	29,067.91
Owners Equity--Sinking	349,581.51
	378,649.42
Net owners' funds	**$424,933.85**
Represented by:	
Assets	
Cash at Bank	421,985.67
Receivable--Levies	6,507.36
Receivable--Owners	100.00
Total assets	428,593.03
Less liabilities	
Creditor--GST	3,707.86
Creditor--PAYG--Admin	(69.58)
Prepaid Levies	20.90
Total liabilities	3,659.18
Net assets	**$424,933.85**

turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 0697 0600
info@turnbullcook.com.au

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION: 449911C

Annual General Meeting of the Owners Corporation for 1-9 Villiers Street, NORTH MELBOURNE VIC 3051

HELD ON: **Tuesday, 20 February 2024**

COMMENCING AT: **06:15 PM**

LOCATION: **Hotham Room**
North Melbourne Library

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Donaldson, David Sam Donaldson & Pavitara Jayasekera
7	7	Yes	Calcinotto, J
12	12	Yes	Singh, B
13	13	Yes	Seymour, Sarah
14	14	Apology	P. D. Cottingham & L. M. Peterson
18	18	Yes	Anderson, G
19	19	Yes	Nikolov, Louie
21	21	Yes	Tran, T. D.
22	22	Yes	Andrew, I. R. & H.
26	26	Yes	Webb, B J (via teleconference)
29	29	Yes	Dong, S
30	30	Yes	M Lai

Kunal Parekh representing Turnbull Cook Strata Management Pty Ltd
Harry Cook representing Turnbull Cook Strata Management Pty Ltd

1 Quorum

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the owners corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

2 Chairperson of Meeting

It was resolved that Kunal Parekh from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

3 Confirm Minutes of Last Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation held on ***23/10/2023*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***31/12/2023*** as distributed be tabled and adopted.

5 Committee Report

The Committee did not present a report to the Owners Corporation.

6 Election of Owners Corporation Committee

It was resolved that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Joel Calcinnotto (Lot 7)
- Barry Singh (Lot 12)
- Glenn Anderson (Lot 18)
- Louie Nikolov (Lot 19)
- Helen Andrew (Lot 22)
- Beau Webb (Lot 26)
- Shan Dong (Lot 29)
- Michael Lai (Lot 30) - Chairperson

It was **resolved** that the Owners Corporation delegates, to the Committee of the Owners. Corporation, all the powers and functions in accordance with the Act.

7 Valuation

The last valuation was obtained on **17/12/2020**. The recommended sum insured was **$15,790,000**.

8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:
Policy No.LNG-STR-20164559
Longitude Insurance Pty Ltd
Type : Strata
Broker : COVERFORCE

Premium : $24,441.99 Paid on : 15/06/2023 Start : 15/06/2023 Next due : 15/06/2024

Cover	Sum Insured	Excess
.Building - All Claims	$16,751,611.00	$5,000.00
.Common Area Contents - All Claims	$167,516.00	$5,000.00
.Loss of Rent/ Temporary Accommodation	$2,512,742.00	$5,000.00
.Flood	Insured	$5,000.00
.Floating Floorboards	insured	$5,000.00
.Voluntary Workers	insured	$0.00
.Office Bearer's	$5,000,000.00	$2,000.00
.Fidelity Guarantee	$100,000.00	$2,000.00
.Public/Legal Liability	$50,000,000.00	$2,000.00
.Government Audit Costs	$30,000.00	$500.00
.Workplace Health & Safety Breaches	$150,000.00	$500.00
.Legal Defence Expenses	$50,000.00	$1,000.00
.Lot Owner's Fixtures & Improvements	$300,000.00	$5,000.00
.Building - All Water Damage	Insured	$5,000.00

It was resolved that the Owners Corporation manager obtain quotations for insurance cover prior to the renewal date and submit these to the Committee for approval. It was resolved that if a majority response is not received from the committee prior to the renewal date, that the manager is authorised to place insurance with the broker's recommendation.

It was further resolved that if there are insufficient funds to meet the insurance premium when the renewal falls due, that the Manager may strike a special levy of no more than the amount of the premium with the levy to be apportioned on lot liability and payable within 28 days of the date of issue.

Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager.
Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.

9 Insurance Excess

It was resolved that if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

. Where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

· Where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the owners corporation will apply the benefit principle pursuant as set out section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the Contractor undertaking the works prior to commencement.

10 Expenditure Authority

It was resolved that the Owners Corporation delegates the manager authority to undertake necessary works to common property up to the value of $1,000 without the authority of the Owners Corporation.

11 Other Business

11.1 Maintenance - Cyclical

The following was noted in relation to cyclical maintenance:

a. Caretaking - Limpia Cleaning
b. Essential Services - Linkfire
c. Electrical - Telkies Electrical
d. Car park Exhaust - Chatfield Ozcool

11.2 Maintenance - Repairs

Major Works Project:

Manager advised meeting of the quote submission from MPR(Melbourne Property Rejuvenation) of $741,246.00 which included Level 1 and 2 balconies and ground floor private areas(behind fences).

It was resolved to proceed with the scpe for Ground floor only- common areas and private courtyards.

Manager further advised Ground Floor Lot contribution towards the project is $199,067(based on courtyard size) - please refer to attached sheet.

Note - Please refer to exclusions on quote.

It was further resolved to proceed with the total cost proposed by the Manager.(as below)

Preliminaries	$67,100
OC share	$192,432
Project Mgt	$29,700
Infracorr	$29,800
Concrete Remedial *	$50,000
Water proofing inspection**	$6,880
Project Cost	$375,912
GST	$37,591
Gross	$413,503
10% contingency *	$41,796
Total Project Cost	**$455,299**

*- Assumptions, **- If required

Manager advised current Owners Corporation balance was not sufficient to fund the project. **It was resolved further** to strike special levies to defray costs.

It was resolved for the committee to determine number of special levy instalments based on project start date and duration.

Post Meeting Note - Contractor advised potential start date as 1st May 2024 and project duration of 90 days.

It was further resolved to seek for contractor to attend all ground floor Lots and confirm inclusion of air con removal/reinstatement, window and hob installation based on Lot preference.

Level 1 and 2 Balcony

The Manager advised members of the balcony tiles and waterproof membranes are with Lot boundaries and the responsibility of the Lot Owner to repair and maintain.

The Manager advised the meeting that each relevant owner is responsible for any resultant damage to common property or another Lot caused by water escapes from a balcony and that it is in each relevant member's interest to have their balcony attended to as a matter of urgency if this has not already been done.

11.3 Other Business

Hard Rubbish
Manager advised City of Melbourne was no longer allowing collections to be booked in advance. The next scheduled collection is on 1st April 2024.

Loose Tiles
Manager was advised of some tiles on common property. **It was resolved** to arrange a contractor to rectify the identified tiles.

12 Budget

It was resolved that the proposed annual budget for the period ending ***31/12/2023*** be adopted as below:

- **Administration:** *$110,000.00 inc GST*
- **Maintenance:** *$63,888.00 inc GST*

13 Annual Owners Corporation Fees

It was resolved that fees are to be paid in advance in Quarterly instalments.

It was resolved that the first such instalment be due on **1/01/2024** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

14 Recovery of Owners Corporation Fees

It was resolved that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

It was resolved that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

It was resolved that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.

NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.

15 Acknowledge Manager's Report

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

16 Contractors

The manager advised the meeting:

- it maintained a register of contractors who have provided details of their licensing and public liability insurance and the Manager only engages such contractors on behalf of the Owners Corporation;
- if the owners Corporation wish to engage a contractor who does not have appropriate licensing or public liability it may be exposed to claim arising from the actions of the contractor.

It was resolved that if the Owners Corporation appoints a contractor who is not on the panel of contractors maintained by the Manager and a claim arises from the works undertaken by the contractor including any arising from omission or faulty workmanship, the Owners Corporation will not make any claim upon the Manager and further will indemnify the Manager should any claim be made by a third party arising from or in connection with that work or the conduct of the contractor.

17 Set date for next meeting

It was **resolved** not to set a date for annual general meeting.

18 Close of Meeting

It was **resolved** that the meeting closed at **07:33 PM.**

Turnbull Cook
ABN 79 092 466 987

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Approved Budget
to apply from 01/01/2024

The Owners of OC--PS449911C — 1-9 Villiers Street, NORTH MELBOURNE VIC 3051

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	100,000.00
Total revenue	100,000.00
Less expenses	
Audit/Taxation/BAS Charges	1,040.00
Insurance--Premiums	38,000.00
Maint Bldg--Airconditioning/Ventilation	785.00
Maint Bldg--Cleaning--Bins	700.00
Maint Bldg--Contract Caretaker/Cleaner	25,000.00
Maint Bldg--Electrical	2,000.00
Maint Bldg--Essential Services	3,550.00
Maint Bldg--Essential Services--Defects/Variations	1,500.00
Maint Bldg--Essential Services--Monitoring	1,950.00
Maint Bldg--Garage Doors	2,000.00
Maint Bldg--General Repairs	4,000.00
Maint Bldg--Gutters & Downpipes	3,000.00
Maint Bldg--Plumbing & Drainage	5,000.00
Management Fees	7,159.00
Management Fixed Charges	1,650.00
Management Services	1,000.00
Trade Compliance/Archive/Key Charges	275.00
Utility--Electricity	3,200.00
Utility--Water & Sewerage	250.00
Total expenses	102,059.00
Surplus/Deficit	(2,059.00)
Opening balance	21,976.51
Closing balance	$19,917.51

Administrative Fund

	Approved budget
Total units of entitlement	300
Levy contribution per unit entitlement	$366.67
Budgeted standard levy revenue	100,000.00
Add GST	10,000.00
Amount to raise in levies including GST	$110,000.00

Maintenance Fund

	Approved budget
Revenue	
Levies Due--Sinking	58,080.00
Total revenue	58,080.00
Surplus/Deficit	58,080.00
Opening balance	349,581.51
Closing balance	$407,661.51

Total units of entitlement	300
Levy contribution per unit entitlement	$212.96

Budgeted standard levy revenue	58,080.00
Add GST	5,808.00
Amount to raise in levies including GST	$63,888.00



Issue date: 16 June 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Owners Corporation 449911	
INTERESTED PARTY(S):	**Name**	**Classification**
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	1 VILLIERS STREET, NORTH MELBOURNE, VIC 3051	
SECTION 1:	**Property - Physical Loss, Destruction or Damage** Buildings - $16,751,611.00 Common Contents - $167,516.00	
SECTION 2:	**Voluntary Workers Personal Accident** Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	**Office Bearers' Liability** Limit of Indemnity - $5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	**Fidelity Guarantee** Limit - $100,000.00 in the aggregate Period of Insurance	
SECTION 6:	**Public Liability** Limit of Indemnity - $50,000,000.00 each and every Occurrence	
SECTION 7:	**Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses** **(a) Taxation and Audit Costs** Limit of Indemnity - $30,000 in the aggregate Period of Insurance **(b) Workplace Health and Safety Breaches** Limit of Indemnity - $150,000 in the aggregate Period of Insurance **(c) Legal Defence Expenses** Limit of Indemnity - $50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20164559	
PERIOD OF INSURANCE:	15 June 2023 expiring on 15 June 2024 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Schedule 2—Model rules for an owners corporation

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

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

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006** .

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006** .

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

Property Clearance Certificate

Land Tax

CPS CONVEYANCING

Your Reference:	LD:72550831-015-3.24-4774 S
Certificate No:	75212666
Issue Date:	19 APR 2024
Enquiries:	ESYSPROD

Land Address: UNIT 24, 1 VILLIERS STREET NORTH MELBOURNE VIC 3051

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32658564	24	449911	10847	569	$1,185.00

Vendor: FRANCIS SEXTON

Purchaser: FRANCIS SEXTON

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR FRANCIS LESLIE SEXTON	2024	$310,000	$1,185.00	$0.00	$1,185.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$780,000
SITE VALUE:	$310,000
CURRENT LAND TAX CHARGE:	**$1,185.00**

Notes to Certificate - Land Tax

Certificate No: 75212666

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,380.00

Taxable Value = $310,000

Calculated as $1,350 plus ($310,000 - $300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 75212666

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 75212666

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax

CPS CONVEYANCING

Your Reference:	LD:72550831-015-3.24-4774 SEXT
Certificate No:	75212666
Issue Date:	19 APR 2024

Land Address:	UNIT 24, 1 VILLIERS STREET NORTH MELBOURNE VIC 3051

Lot	Plan	Volume	Folio
24	449911	10847	569

Vendor:	FRANCIS SEXTON
Purchaser:	FRANCIS SEXTON

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

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE: $0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 75212666

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 75212662

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 75212662

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 206318
DATE OF ISSUE: 24-Apr-2024
YEAR ENDING: 30-Jun-2024

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 24, 1 Villiers Street, NORTH MELBOURNE VIC 3051

Legal Description: Lot 24 PS449911C CT-10847/569

Valuation Date: 01-Jul-2023 **Assessment No:** 70365 2

Net Annual Value: 39,000 **Capital Improved Value:** 780,000 **Site Value:** 310,000

Owner recorded by Council: Francis Leslie Sexton

RATES AND CHARGES
for the period 01/07/2023 to 30/06/2024

		Balance Owing
General Rates	$	1,476.23
Fire Services Levy	$	160.88
Waste Services	$	383.00
Town Rate Arrears	$	0.00
Interest on overdue amounts	$	0.00
Legal Costs	$	0.00
Total Payments	$	-1515.06
TOTAL DUE	**$**	**505.05**

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

How to Pay

By Mail
To GPO Box 2158
Melbourne Vic 3001

In person
Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not accepted. Card payment available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates

BPAY BPAY VIEW

Biller code: **79616**
Ref : **10703652**

Landata
DX250639 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

Applicants Reference 72550831-019-1:214922

Authorised Officer _____

Updates on this certificate will only be provided for a period of 90 days

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au

Greater Western Water

602143-001 003530(14545) R

MR F L SEXTON
31 TADEMA CRESCENT
ELTHAM VIC 3095

Scheduled
26/2/24
$ 495/6325

My account number is

1250 4041 6133

Invoice No.	T655517757
Service Address	Unit 24/1 Villiers Street North Melbourne Lot 24 Plan 449911
Issue Date	3 Feb 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

AMOUNT DUE
$148.53
PLEASE PAY BY
26 FEB 2024

Account summary

PREVIOUS BILL	$148.53
RECEIVED	$148.53
BALANCE	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$148.53

05/02/24-08:08:16-CCSPRT_2402022[illegible]95.PRO
F-D-001354-0001/0002-1-000000-R-A000818884

Update your contact details

Your new online account **My GWW** launches soon.
To get ready for this change, make sure the details on your current account are up to date.

Visit **gww.com.au** to check your details are up to date.