REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: Unit 11, 32 Dwyer Street, Clifton Hill VIC 3068 (and car park)

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Endorsed by the Australian Institute of Conveyancers (Victorian Division)

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../……/2024

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../……/2024

Print names(s) of person(s) signing: **Peter Stanley Thomas**

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

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

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Particulars of Sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor

Name: Peter Stanley Thomas

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Flie Legal

Address: 37 Mount Morton Road, Belgrave South VIC 3160
C/- PEXA Customer code 23755M

Email: admin@flie.com.au

Tel: (03) 9873 4555 Mob: Fax: Ref: 24646

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10339	Folio	855	11	PS 411499
Volume	10339	Folio	861	17	PS 411499

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

The land includes all improvements and fixtures.

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Property address

The address of the land is: Unit 11, 32 Dwyer Street, Clifton Hill VIC 3068

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

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

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

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Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special Conditions

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

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

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SC1. Easements
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 property. 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.

SC2. Guarantee
If a company purchases the property:
(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

SC3. Electronic Signing
(a) This Contract may be executed in any number of counterparts or copies, each of which may be executed by physical signature in wet ink or electronically (whether in whole or part). A party who has executed a counterpart of this contract may exchange it with another party (the **Recipient**) by:
(i) emailing a copy of the executed counterpart to the Recipient; or
(ii) utilising an electronic platform (including DocuSign) to circulate the executed counterpart,
and will be taken to have adequately identified themselves by so emailing the copy to the Recipient or utilising the electronic platform.
(b) Each party consents to signatories and parties executing this contract by electronic means and to identifying themselves in the manner specified in this Special Condition.
(c) Each counterpart constitutes an original (whether kept in electronic or paper form), all of which together constitute one instrument as if the signatures (or other execution markings) on the counterparts or copies were on a single physical copy of this contract in paper form. Without limiting the foregoing, if any of the signatures or other markings on behalf of one party are on different counterparts or copies of this contract, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this contract.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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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.

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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.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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(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.

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16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that:

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

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

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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.

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21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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(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.

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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.

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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.

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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 Director (Sign)

in the presence of:)
)
.....)
.....
Print Name Witness (Sign)

SIGNED SEALED AND DELIVERED by the said)
)
.....)
.....
Print Name Director (Sign)

in the presence of:)
)
.....)
.....
Print Name Witness (Sign)

P/ 03 9873 4555
E/ admin@flie.com .au
W/ www.flie.com.au

ABN: 58 117 688 678
37 Mount Morton Road
Belgrave South VIC 3160

Incorporating the legal practice of Gary L Cooney

DRAFT SECTION 32

PROPERTY:
UNIT 11, 32 DWYER STREET, CLIFTON HILL (AND CAR PARK)

PLEASE NOTE: The Water Information Statement has been ordered however has not yet been received due to the current delays by Greater Western Water. Once the Water Information Statement is received, the Section 32 will be updated and completed

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.

Consumer Affairs Victoria

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.

Consumer Affairs Victoria

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.

Vendor Statement

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

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

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

Land	11/32 DWYER STREET, CLIFTON HILL VIC 3068	
Vendor's name	Peter Stanley Thomas	**Date**
Vendor's signature		
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

$ To $

Other particulars (Including dates) and times of payments:

1.3 **Terms of Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

1.5 **Land subject to Tax Reform scheme**

(a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024?**

Not Applicable

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024.**

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable.

2.2 **Owner-Builder**

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

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- ◉ *Is in the attached copies of title document/s.
- ○ *Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where

there is a residence on the land).

Not applicable.

6. OWNERS CORPORATION

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

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

7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. ☐ DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m^2; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

11/32 DWYER STREET, CLIFTON HILL VIC 3068
Register Search Statement (Copy of Title) (Lot 11)
Register Search Statement (Copy of Title) (Lot 17)
Copy of Plan - PS411499T
Owners Corporation Basic Report - PS411499T
DELWP: Planning Certificate Express
Detailed Property Report
Property Planning Report
City of Yarra: Valuation and Rates Notice 2024-2025
Greater Western Water: Water Information Statement (* Not attached - see below note)
State Revenue Office: Land Tax Certificate - Unknown - 11/32 DWYER STREET, CLIFTON HILL VIC 3068
Vicroads: Vicroads Certificate
Select Strata Communities - Owners Corporation Certificate

* Please Note: The Water Information Statement (WIS) has been ordered but has not yet been received due to the current delays with Greater Western Water. The Section 32 will be updated with the WIS as soon as it is received.

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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 10339 FOLIO 855

Security no : 124116857919C
Produced 23/07/2024 05:09 PM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 411499T.
PARENT TITLE Volume 08800 Folio 743
Created by instrument PS411499T 01/08/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER STANLEY THOMAS of 21 YORK ST. PRAHRAN 3181
U992373C 18/09/1997

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE U992374Y 18/09/1997
NATIONAL AUSTRALIA 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 PS411499T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 11 32 DWYER STREET CLIFTON HILL VIC 3068

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS411499T

DOCUMENT END

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

VOLUME 10339 FOLIO 861 Security no : 124116898100C
Produced 25/07/2024 09:50 AM

LAND DESCRIPTION

Lot 17 on Plan of Subdivision 411499T.
PARENT TITLE Volume 08800 Folio 743
Created by instrument PS411499T 01/08/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER STANLEY THOMAS of 21 YORK ST. PRAHRAN 3181
U992373C 18/09/1997

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE U992374Y 18/09/1997
NATIONAL AUSTRALIA 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 PS411499T 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

OWNERS CORPORATIONS

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OWNERS CORPORATION PLAN NO. PS411499T

DOCUMENT END

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Document Identification	**PS411499T**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**23/07/2024 17:09**

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PLAN OF SUBDIVISION

STAGE NO.	LTO use only	Plan Number
	EDITION 2	PS 411499T

Location of Land

Parish: JIKA JIKA
AT CLIFTON HILL

Township: —

Section: 20

Crown Allotment: 1 (PART)

Crown Portion: —

LTO Base Record:

Title Reference: VOL.8800 FOL.743

Last Plan Reference:

Postal Address: 32 DWYER STREET
(at time of subdivision) CLIFTON HILL 3068

AMG Co-ordinates E 324 100
(of approx. centre of land in plan) N 5 815 700 Zone: 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement

Council Name: CITY OF YARRA Ref: 97/872

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 of the Subdivision Act 1988 ~~was~~/has not been made.

~~(ii) The requirement has been satisfied.~~

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

Council delegate
~~Council seal~~

Date 9 / 7 / 97

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

~~Council Delegate~~
~~Council Seal~~

~~Date / /~~

Notations

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

Depth Limitation DOES NOT APPLY

THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1-19.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND LIE ALONG THE INTERNAL FACE OF WALLS, FLOORS AND CEILINGS.

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THIS PLAN.

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

LTO use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 14 / 7 / 97

LTO use only

PLAN REGISTERED

TIME 11.15 am

DATE 6 / 8 / 98

Assistant Registrar of Titles

Sheet 1 of 5 Sheets

BARGE & MILLER SURVEYS
6 BRIGHTON STREET,
RICHMOND, VIC., 3121
TEL: (03) 9428 5935 FAX: (03) 9428 7518

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE..... DATE 4 / 6 / 97

REF BM4414 VERSION 1 3/6/97

DATE 9 / 7 / 97

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

T.O.1

PLAN OF SUBDIVISION

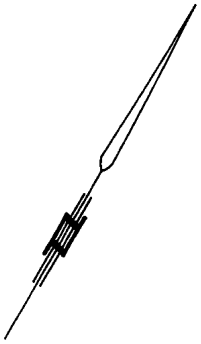
Stage No.

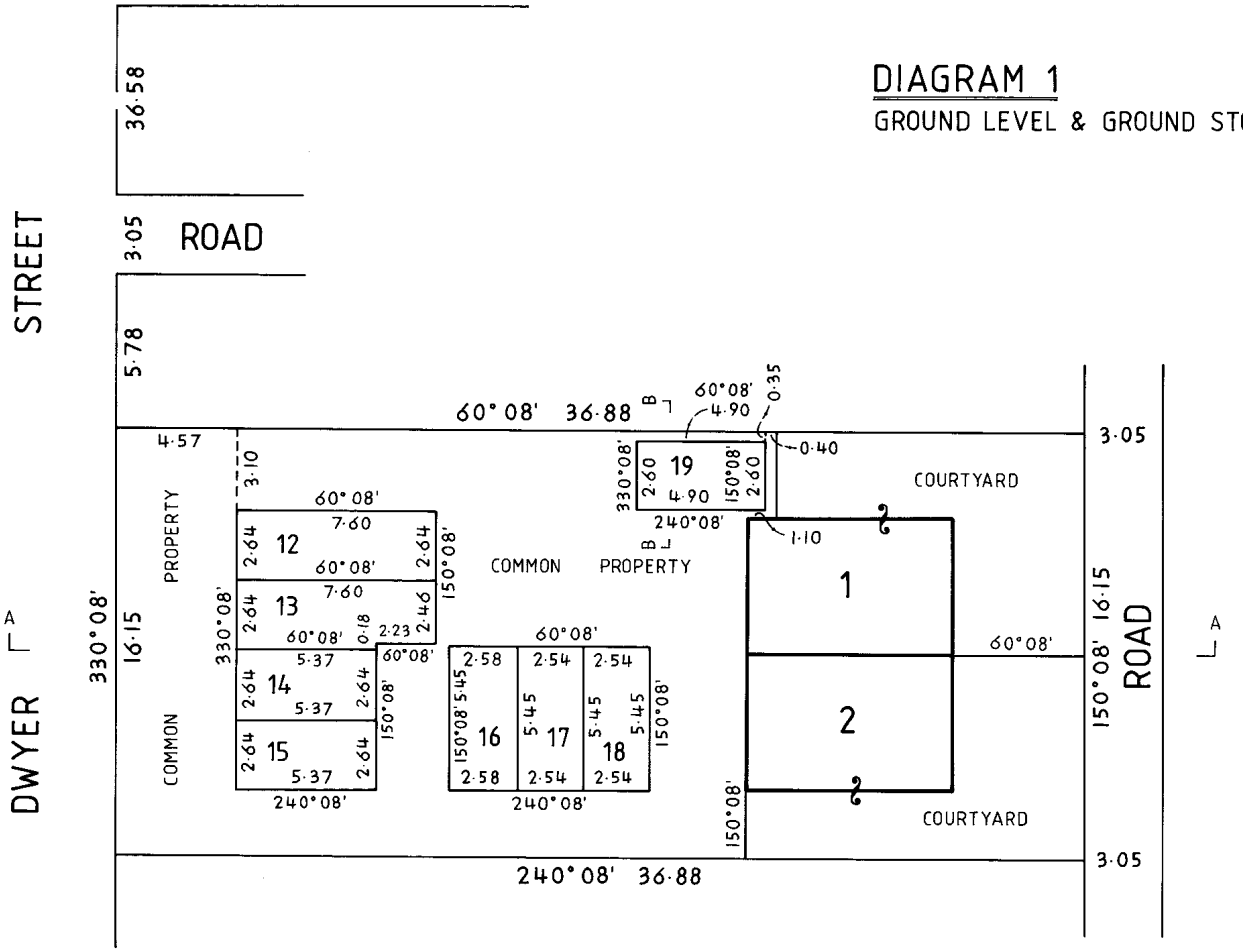
Plan Number **PS** 411499T

SPENSLEY STREET

DIAGRAM 1

GROUND LEVEL & GROUND STOREY





Sheet 2 of 5 Sheets

BARGE & MILLER SURVEYS
6 BRIGHTON STREET,
RICHMOND, VIC., 3121
TEL: (03) 9428 5935 FAX: (03) 9428 7518

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE ..... DATE 4 / 6 /97

REF BM 4414 VERSION 1

DATE 9 / 7 /97

COUNCIL DELEGATE SIGNATURE

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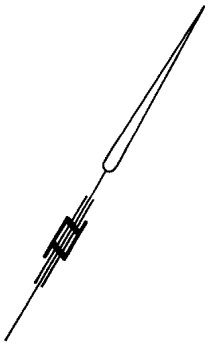
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 411499T

DIAGRAM 2
FIRST STOREY



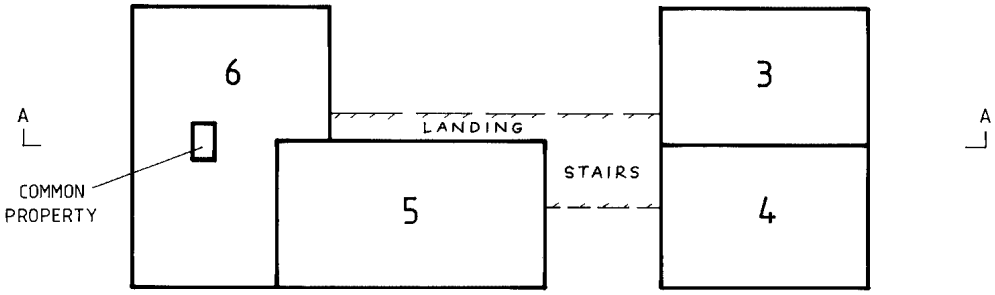
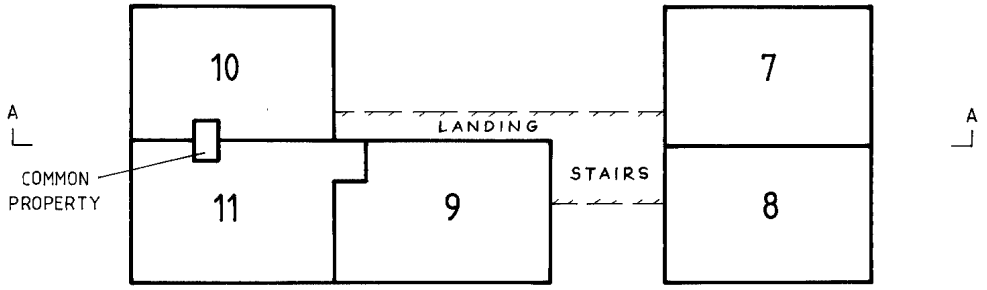


DIAGRAM 3
TOPMOST STOREY



BARGE & MILLER SURVEYS
6 BRIGHTON STREET,
RICHMOND, VIC., 3121
TEL: (03) 9428 5935 FAX: (03) 9428 7518

Sheet 3 of 5 sheets

ORIGINAL

SCALE	SHEET SIZE
1: 200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE ..... DATE 4 / 6 / 97

REF BM4414 VERSION 1

DATE 9 / 7 / 97

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

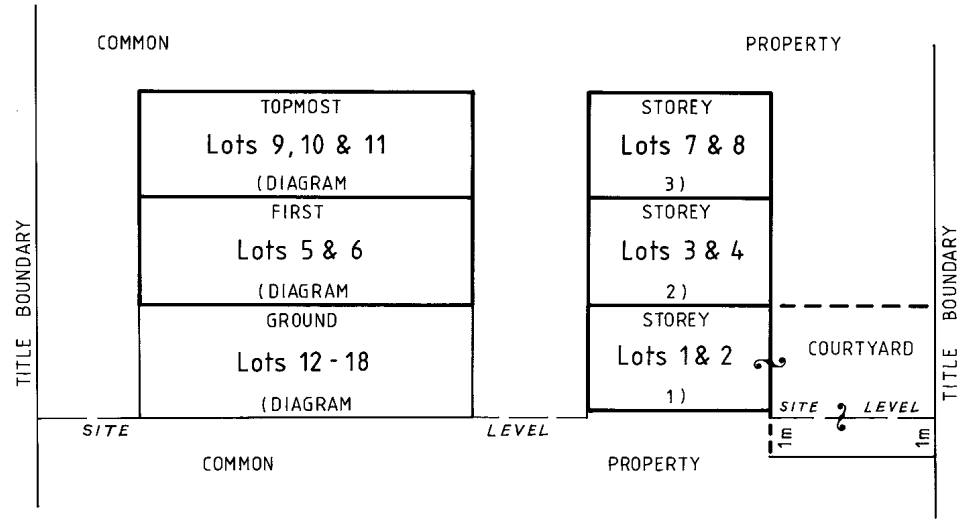
T.O.2

PLAN OF SUBDIVISION

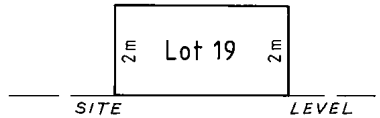
Stage No.

Plan Number

PS 411499T



TYPICAL ELEVATION A-A



SECTION B-B

Sheet 4 of 5 Sheets

BARGE & MILLER SURVEYS
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RICHMOND, VIC., 3121
TEL: (03) 9428 5935 FAX: (03) 9428 7518

ORIGINAL SCALE —

SHEET SIZE A3

SCALE NOT TO SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEVIN J. BARGE

SIGNATURE ..... DATE 4 / 6 /97

REF BM 4414 VERSION 1

DATE 9 / 7 /97

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

T.O. 3

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FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS411499T

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	---	CHANGE OF ADDRESS OF BODY CORPORATE	AB343895G	18.6.02		2	ROBERT McBAIN

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 23/07/2024 05:09:05 PM

OWNERS CORPORATION
PLAN NO. PS411499T

The land in PS411499T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 19.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
711 HIGH STREET KEW EAST VIC 3102

AF885304A 05/06/2008

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

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

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/07/2024 05:09:05 PM

OWNERS CORPORATION
PLAN NO. PS411499T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	1	1
Lot 13	1	1
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Total	**1108.00**	**1108.00**

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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987 and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1051939

APPLICANT'S NAME & ADDRESS

FLIE LEGAL C/- INFOTRACK (SMOKEBALL) C/- LANDATA

MELBOURNE

VENDOR

THOMAS, PETER STANLEY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

562656

This certificate is issued for:

LOT 11 PLAN PS411499 ALSO KNOWN AS 11/32 DWYER STREET CLIFTON HILL
YARRA CITY

The land is covered by the:
YARRA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a HERITAGE OVERLAY (HO316)
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/yarra)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

23 July 2024

Sonya Kilkenny
Minister for Planning

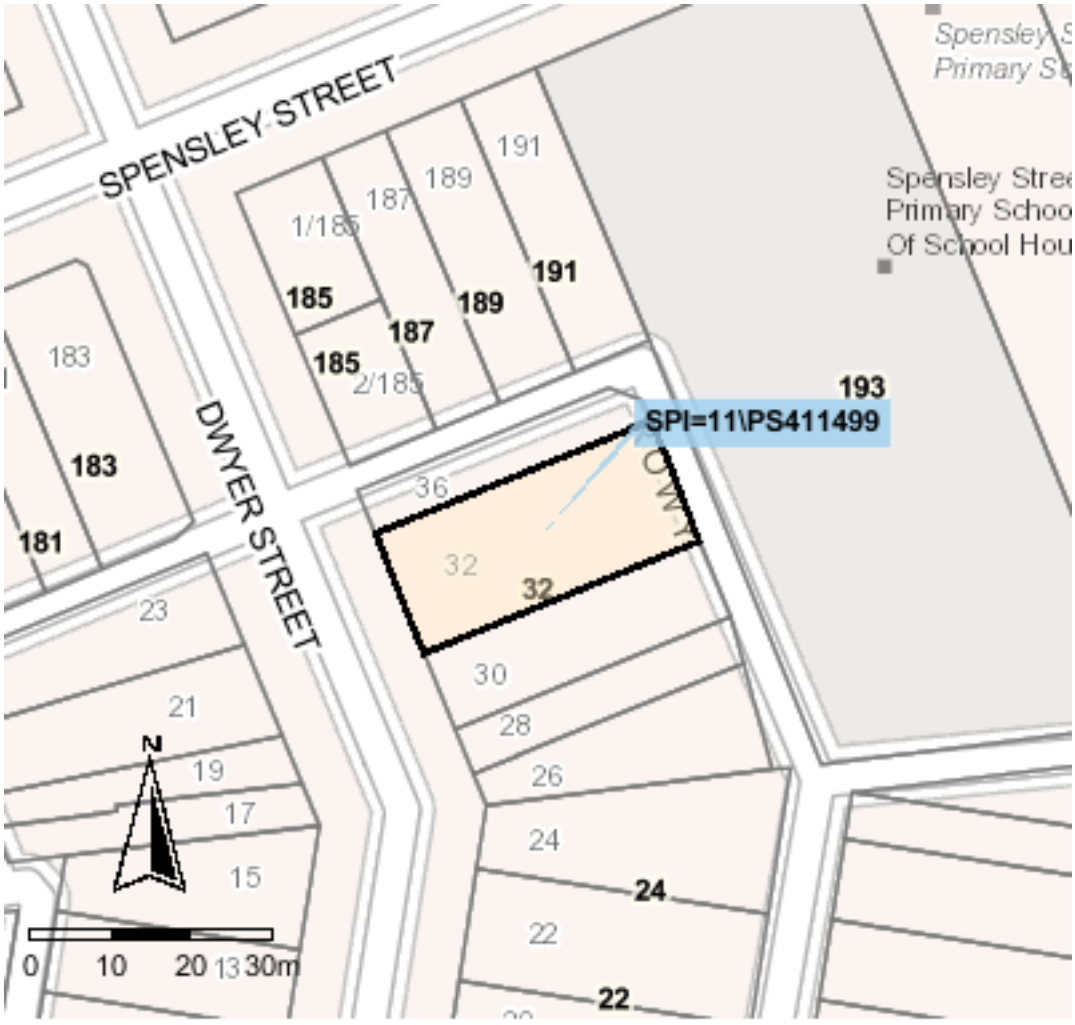
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 22 July 2024 11:10 PM

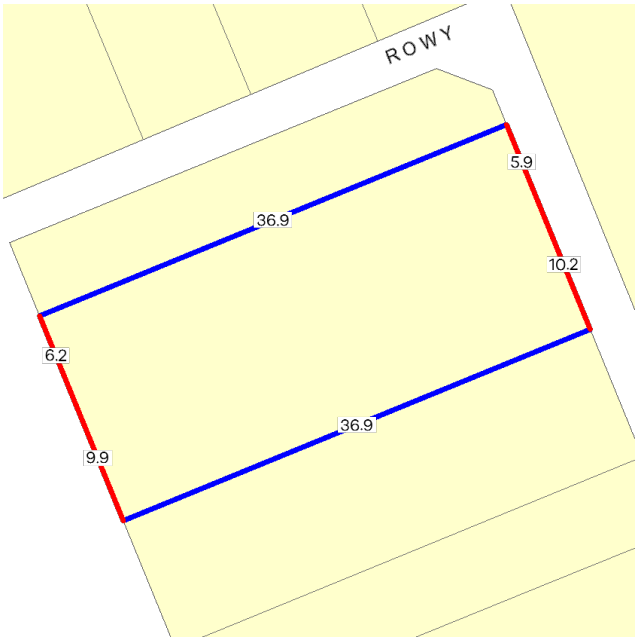
PROPERTY DETAILS

Address:	**11/32 DWYER STREET CLIFTON HILL 3068**
Lot and Plan Number:	**Lot 11 PS411499**
Standard Parcel Identifier (SPI):	**11\PS411499**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**136190**
Directory Reference:	**Melway 2D C1**

Note: There are 11 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 596 sq. m
Perimeter: 106 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 22 July 2024 11:10 PM

PROPERTY DETAILS

Address:	**11/32 DWYER STREET CLIFTON HILL 3068**
Lot and Plan Number:	**Lot 11 PS411499**
Standard Parcel Identifier (SPI):	**11\PS411499**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**136190**
Planning Scheme:	**Yarra** Planning Scheme - Yarra
Directory Reference:	**Melway 2D C1**

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:	**RICHMOND**

OTHER

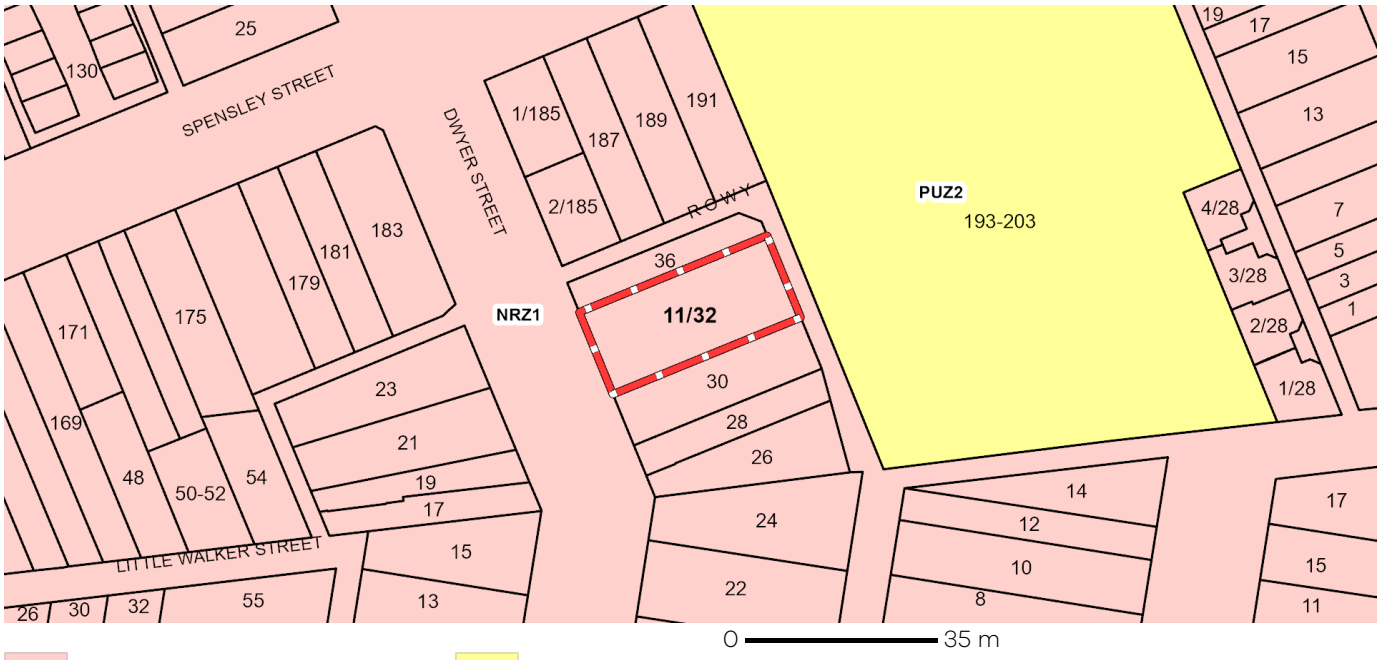
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



NRZ - Neighbourhood Residential **PUZ2 - Public Use-Education**

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).

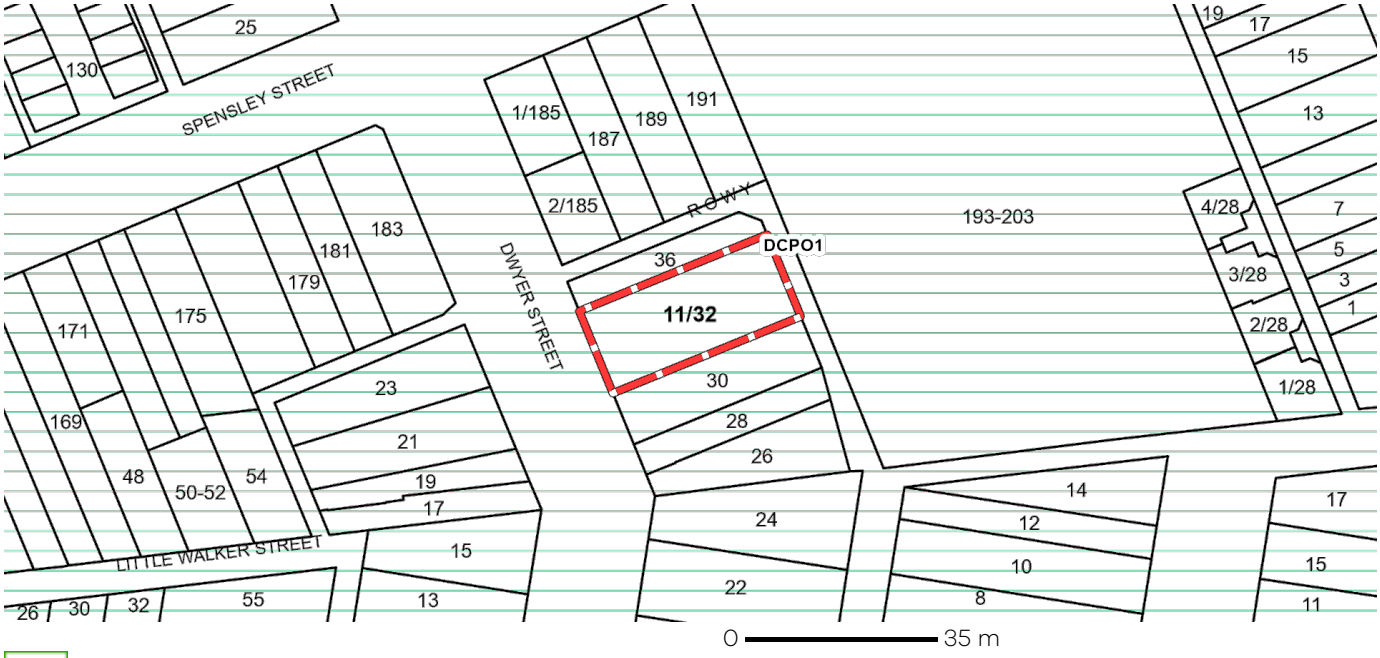
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

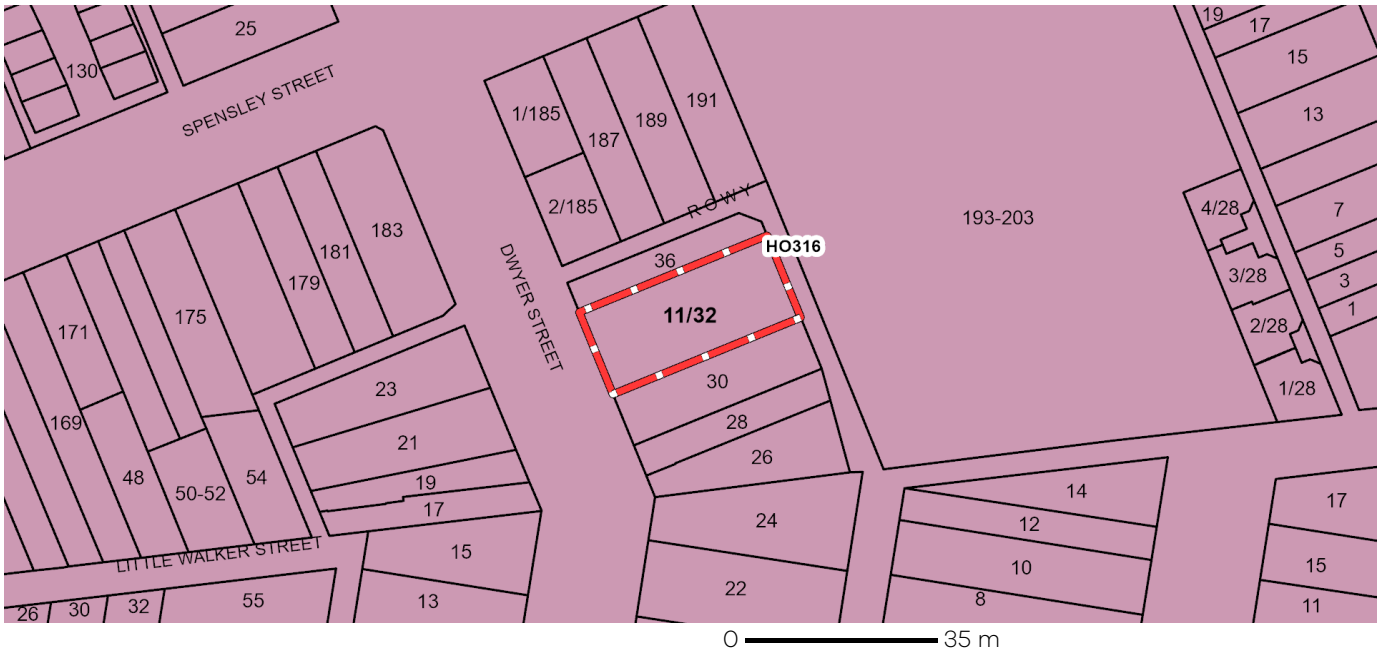


DCPO - Development Contributions Plan Overlay

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO316)



HO - Heritage Overlay

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 26 June 2024.

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 Bushfire Prone Areas

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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Yarra City Council
ABN 98 394 086 520
PO Box 168
Richmond VIC 3121
T 03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

Valuation and Rates Notice

For the period 1 July 2024 to 30 June 2025

CITY OF YARRA

029 17608

P S Thomas
5 Lade Court
RINGWOOD VIC 3134

Property Number	136190
Issue Date	15/08/2024
Due Date	30/09/2024
1st Instalment	$230.65

Payment arrangements are available – If you are experiencing financial hardship, please call Council or visit yarracity.vic.gov.au.

Property Location

11/32 Dwyer St Clifton Hill VIC 3068

NO legal fields are recorded on this land parcel

AVPCC

120.6 - Subdivided Unit

Property Valuation

Site Value $275,000

Capital Improved Value $365,000

Net Annual Value $18,250

Rates and Charges

Fire Services Levy Residential $132.00	$132.00
Fire Service Levy Residential Variable (.000087 x CIV)	$31.75
General Rate - Residential (0.033808137 x NAV)	$617.00
Waste Charge - Kerbside (0.005879 x NAV)	$107.29
Waste Charge - Public (0.00195119 x NAV)	$35.61
Balance remaining for this financial year	$923.65

Payments made after 22 July 2024 may not be included in the total amount due.

Total **$923.65**

004235-017608-001-001-019479-90110

Register to receive your notice via email GO TO **erates.yarracity.vic.gov.au**

Preferred Payment Options

Council Approved Direct Debit

Option A
Pay in 10 monthly or four Direct Debit payments from your nominated bank account.

Download a Direct Debit Request form at yarracity.vic.gov.au/directdebit

BPAY

Biller Code: *171074*

Ref No:
136190 6

BPAY View Registration No:
136190 6

*ONLINE**
Yarra ePay
yarracity.vic.gov.au

Option A Direct Debit

15/09/2024	$95.65
15/10/2024	$92.00
15/11/2024	$92.00
15/12/2024	$92.00
15/01/2025	$92.00
15/02/2025	$92.00
15/03/2025	$92.00
15/04/2025	$92.00
15/05/2025	$92.00
15/06/2025	$92.00

Please see reverse for details

Option B Four instalments

30/09/2024	$230.65
30/11/2024	$231.00
28/02/2025	$231.00
31/05/2025	$231.00

Please see reverse for details

FIRST INSTALMENT DUE 30 SEPTEMBER 2024

Valuation and Rates Notice For the period 1 July 2024 to 30 June 2025

Property No. 136190

Property Address 11/32 Dwyer St Clifton Hill VIC 3068

Owner P S Thomas

CITY OF YARRA

Rates and Charges Amount **$923.65**

Internal use only

Property Clearance Certificate

Land Tax

INFOTRACK / FLIE LEGAL

Your Reference:	24646
Certificate No:	79141118
Issue Date:	23 JUL 2024
Enquiries:	ESYSPROD

Land Address: UNIT 11, 32 DWYER STREET CLIFTON HILL VIC 3068

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2451039	11	411499	10339	855	$462.86
	11	411499			

Vendor: PETER THOMAS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER STANLEY THOMAS	2024	$270,000	$1,041.43	$0.00	$462.86

Comments: Land Tax of $1,041.43 has been assessed for 2024, an amount of $578.57 has been paid. 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:	$410,000
SITE VALUE:	$270,000
CURRENT LAND TAX CHARGE:	**$462.86**

Notes to Certificate - Land Tax

Certificate No: 79141118

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 = $975.00

Taxable Value = $270,000

Calculated as $975 plus ($270,000 - $100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 79141118

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: 79141118

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / FLIE LEGAL

Your Reference:	24646
Certificate No:	79141118
Issue Date:	23 JUL 2024
Enquires:	ESYSPROD

Land Address:	UNIT 11, 32 DWYER STREET CLIFTON HILL VIC 3068

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2451039	11	411499	10339	855	$0.00
	11	411499			$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.6	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$410,000
SITE VALUE:	$270,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79141118

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 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

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / FLIE LEGAL

Your Reference:	24646
Certificate No:	79141118
Issue Date:	23 JUL 2024

Land Address: UNIT 11, 32 DWYER STREET CLIFTON HILL VIC 3068

Lot	Plan	Volume	Folio
11	411499	10339	855
11	411499		

Vendor: PETER THOMAS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 79141118

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: 79141115

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: 79141115

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.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Flie Legal C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 562656

NO PROPOSALS. As at the 23th July 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 11 32 DWYER STREET, CLIFTON HILL 3068
CITY OF YARRA

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: 23th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73634810 - 73634810170038 '562656'

SELECT
STRATA COMMUNITIES
PEOPLE | PROPERTY | PURPOSE
PB Management

6 August 2024

InfoTrack on behalf of Flie Legal
Client Reference: 24646
Via Email: ownerscorp@infotrack.com.au

Dear Sir/Madam,

RE: OWNERS CORPORATION CERTIFICATE FOR PS 411499T
PPTY: Lot 11, 32 Dwyer Street, Clifton Hill, VIC 3068

As requested, please find enclosed Owners Corporation Certificate for the above-mentioned property. Upon settlement, please confirm the purchaser's name, address for service of notices and telephone contact numbers if possible.

Email requests for updates (on fees outstanding) are available to the person to whom the certificate was issued for a period not exceeding ninety (90) days from the date of issue.

For further information, please contact the undersigned.

Kind regards,

Stephen Hooke
OC Manager
Select Strata Communities

Enc: Owners Corporation Certificate
Copy of Previous AGM Minutes
Certificate of Currency
Balance Sheet
Copy of Model Rules
South Wall Façade Report – Buildcheck – Apr 2020
Schedule 3 – Statement of advice & information for prospective purchasers & lot owners

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006

Regulation 16 Owners Corporations Regulations 2018

Owners Corporation Number: PS411499T

Property Address: 32 Dwyer Street, Clifton Hill, VIC 3068

This certificate is issued for: Lot 11 **on Plan of Subdivision No.** 411499T – OC1

Postal Address: 711 High Street, Kew East Vic 3102

Applicant for Certificate: InfoTrack on behalf of Flie Legal

Certificate Delivery Address: ownerscorp@infotrack.com.au

Important: *The information in this certificate is issued on 6 August 2024. You can inspect the Owners Corporation register for additional information (fees apply pursuant to Section 150 of the Owners Corporation Act). You should obtain a new certificate for current information prior to settlement.*

a. **The current fees for the Lot are as follows:**

Period	Levy Amount	Due Date	Paid/Unpaid
01/02/2025 – 30/07/2025	$817.00	01/02/2025	Unpaid, Not yet due
01/11/2024 – 31/01/2025	$817.00	01/11/2024	Unpaid, Not yet due
01/08/2024 – 31/10/2024	$817.00	01/08/2024	Unpaid
01/05/2024 – 31/07/2024	$799.00	01/05/2024	Paid

b. **The date which the fees for the Lot have been paid up to is.**

Fees paid up to 31 July 2024

c. **The total of any unpaid fees or charges for the lot is:**

Total unpaid fees is $817.00 due 1 August 2024

BPAY

Biller Code: 96503
Ref: 254843311 124974

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

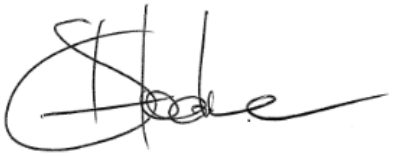
Strike Date	Description	Due Date
N/A		

e.	**The following repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges <u>not included</u> in annual fees, maintenance fund or special fees as set out above:**
	1. **South Wall Façade renewal –** The owners corporation has commissioned the Buildcheck "Façade Report" in April 2020 in response to visible wall cracks. This report is attached and has been distributed to the committee for consideration. However, no instructions have been received. Estimated total costs associated with the report's findings total $202,700.00 in 2020. The OC recently requested an updated fee proposal from Buildcheck in June 2024 to define the scope of works again and to manage its implementation. These are the quoted costs below. Scope of works for façade renewal — $4,400 + GST Tender and quote summary — $1,500 + GST Contract preparation — $1,900 + GST Project Management — 8% of cost of works Drafting fees (permit docs) — $2,800 + GST (estimate only) Engineering (permit docs) — $4,200 + GST (estimate only) Permit acquisition fees — $350 per hour ($2,450 +GST expected) Building Permit — $6,500 + GST (estimate only) This has been referred to the committee with no further instructions received. 2. **Anchor points and access to South Wall –** A contractor has identified the need for the installation of anchor points prior to painting the South Wall. No formal quotes have been received as yet. 3. **Please refer to the most recent AGM minutes for other maintenance items being considered by the members.**
f.	**The Owners Corporation has the following insurance cover:**
	Refer Insurance Certificate of Currency attached. **Excesses** **Policy 1 - Insured Property** Standard: $ $2,000 Water Damage: $5,000 Exploratory Costs – Burst Pipes: $5,000 **Policy 9 - Government Audit Costs and Legal Expenses** Legal Defence Expenses: $ 1,000
g.	**Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution:**
	N/A
h.	**The total funds held by the Owners Corporation as at the issue date of this Certificate:**
	Refer Balance Sheet attached.

i.	**Whether the Owners Corporation has in liabilities (in addition to such liabilities specified in paragraphs (a) to (d) and if so, provide details of those liabilities:**
	Refer Balance Sheet attached.
j.	**Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details:**
	• Fortnightly Caretaking Services • Bi-Annual Bin Cleaning Services • Fire and Essential Services Maintenance • Bi-annual External Window Cleaning • Annual Gutter Clean • Annual Height Safety Certification *Note: Onus is on the incoming purchaser to arrange transfer/assignment of lease applicable to the Lot.*
k.	**Details of any current agreements to provide services to lot owners, occupiers or the public, including:**
	N/A
l.	**Details of notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied, including but limited to:**
	N/A
m.	**Details of any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, provide details:**
	The Owners Corporation is not aware of any legal proceedings as at 6 August 2024.
n.	**Has the Owners Corporation appointed or resolved to appoint a manager? If so, provide details:**
	PB Management Pty Ltd trading as Select Strata Communities 711 High Street, Kew East Vic 3102.
o.	**Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**
	No administrator has been appointed.
p.	**Documents required to be attached to the Owners Corporation Certificate are:**
	• Insurance Certificate of Currency (item (f)) • Balance Sheet (item (h)) • A copy of the last Annual General Meeting Minutes (p);

	• A copy of the registered Owners Corporation Rules/Model Rules; • A copy of the "Statement of advice and information for prospective purchasers and lot owners". Please see over page for supplementary information.
q.	NOTE: More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation Register in writing to: PB Management Pty Ltd trading as Select Strata Communities 711 High Street, Kew East Vic 3102.

This Owners Corporation Certificate was prepared on 6 August 2024 by:



Stephen Hooke

Strata Manager

Select Strata Communities

711 High Street, Kew East Vic 3102

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. PS411499T

FILE COPY

ADDRESS OF OWNERS CORPORATION: 32 Dwyer Street CLIFTON HILL VIC 3068

Manager: Stephen Hooke

Date, place and time of Meeting:

The meeting was held on Wednesday 21st February 2024 at 05:00 pm, at Zoom, , VIC .

a) The attendance list for this meeting is attached hereto.

b) The text of *special* or *unanimous resolutions* is included in the resolutions in the minutes.

c) The following documents are included behind the Minutes as required by s72(2) of the Owners Corporations Act 2006:

- Adopted Budget

Should you have any questions, please do not hesitate to contact our office.

Kind regards,



Stephen Hooke
Manager
Ph: 03 9862 3729
stephenh@selectsc.com.au

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MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No. PS411499T

The Annual General Meeting was held on 21st February 2024 at 05:00 pm. The meeting was held at Zoom, , VIC .

1. Quorum:

A quorum was not present (see attendance list pg.8). The meeting proceeded but all decisions are interim decisions which will become decisions of the Owners Corporation if no notice of a special general meeting is given within 29 days of the meeting.

Section 78 (3) of the Act states the minutes must be accompanied by a notice setting out the effect of sub-section (4) in that interim resolutions become resolutions of the Owners Corporation.

Notice: The effect of Section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made, but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period. In effect it is possible for an interim decision not to be acted on for up to 56 days.

Stephen Hooke was present at meeting

2. Online AGM (if applicable): The following items were determined:

2.1 s80(2), to hold the AGM by electronic means on an online platform of its choosing; and
2.2 s80(1), to allow lot owners to participate in the AGM by teleconferencing via that online platform

All items Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

3. Appointment of Chairperson: Stephen Hooke was appointed to chair this meeting.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

4. Confirmation of minutes of previous annual general meeting & matters arising: The minutes of the previous annual general meeting held on 3/04/2024 , as attached to the Notice of Meeting, were confirmed.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

5. Financial Statements: The financial statements for the period ended 31/10/2023, as attached to the Notice of Meeting, were received and adopted.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

6. Attached Reports and Documents: That the following reports were received:

- Manager's Report - as per Notice of Meeting
  - Separate water ingress matters were raised
    - Unit 1 - Members reviewed invoices from works. It was resolved that the cause of this event was from private property (burst pipe) as described by DJS Plumbing Solutions. Manager is to oncharge invoices to lot owner.
    - Unit 2 - Members reviewed both Tymaline invoices related to events on 24/10/2022 and 14/11/2022. They resolved that both invoices were from private property causes. The manager is to oncharge both invoices to Unit 2.
    - The Manager advised that there have a number of incidents involving copper pipes. The Members are aware of the age of the building and copper pipes.

- Committee Report - Nil

All items **Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.**

7. Strata Insurance:

Manager confirmed the Financial Services Reform Act 2001 (FSRA) requirements and highlighted that the insurance FSG and PDS are available on the Select Strata Communities website or by calling your manager and requesting a copy to be disseminated via email or post.

Insurance Broker: Honan
Insurance Company: CHU Underwriting Agencies
Policy Number: HU0000017198

Premium: $9,933.86
Commission: $1,543.11

Insurance Type	Sum Insured	Excess
Building/Common Property	$4,059,500.00	Excess $2,000.00
Public Liability	$20,000,000.00	
Common Area Contents	$40,595.00	
Loss of Rent/Temp Accommodation	$608,925.00	
Voluntary Workers	$200,000.00	
Fidelity	$100,000.00	
Office Bearers	$250,000.00	
Catastrophe	$608,925.00	
Government Audit Costs	$25,000.00	
Appeals Expenses	$100,000.00	

Excesses

Policy 1 - Insured Property
Standard: $ $2,000
Water Damage: $5,000
Exploratory Costs – Burst Pipes: $5,000

Policy 9 - Government Audit Costs and Legal Expenses
Legal Defence Expenses: $ 1,000

Policy Renewal Date: 08/08/2024

Valuation Date: 16/03/2022
Valuation Amount: $3,530,000.00

Members resolved that the following amendments be made to the current levels of cover:

- **Members resolved to issue a Work Order for Property Valuation**

Members further resolved that all other levels of cover as detailed above are satisfactory.

Manager also highlighted that the owner/tenant/occupier should position contents insurance & public liability insurance within their own lot/s and landlords should position landlords insurance and public liability insurance within their own lot/s as well, as this is NOT covered by the owners corporation strata insurance policy.

Manager's Note: In the event of a private lot insurance claim the lot owner is responsible for payment of the insurance excess. Similarly, in the event of an Owners Corporation claim, the Owners Corporation is responsible for payment of the insurance excess.

All items Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

8. Essential Safety Measures (ESM): Resolved that the Owners Corporation continues to fulfill its legal obligation by maintaining the fire and essential safety services within common property as listed on the certificate of occupancy (if applicable) and to obtain an independent Annual Essential Safety Measures Report.

Pursuant to the building regulations 1994, all members are reminded to ensure that all units are fitted with working smoke detectors and batteries are changed as per manufacturer's recommendations or at least bi-annually. Smoke detectors should be positioned in hallways or paths of travel outside bedrooms. Please advise your respective rental manager if you are a landlord. This device is the responsibility of the owner to maintain.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

9. Occupational Health and Safety:

Members resolved to engage an appropriate OHS consultant to review the common property and proceed with a Work Order.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

10. General Maintenance: Members discussed the following matters -

- 10.1 N/A

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

11. Annual Budget:

It was resolved that the following amendments be made to the proposed budget:

- To have $730 budget for Bin Cleaning

Further resolved that all other budget items remain as proposed in the Notice of Meeting. A copy of the adopted Budget is attached hereto.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

12. Fees: It was resolved that -

(a) The fees be set in accordance with Section 23(1) of the Act based on lot liability (refer to attached budget summary) to commence on the **01/08/2024**.

(b) The fees be paid in advance in **quarterly** instalments, the first such instalment being due on the **01/08/2024** and **quarterly** subsequent instalment(s) thereafter.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

13. Penalty Interest: Members resolved that the Owners Corporation charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the Owners Corporation **30 days** after the due date for fees and charges set under Sections 23 and 24 of the Owners Corporations Act 2006 and on any other amount payable by a lot owner to the Owners Corporation. Such interest to apply from the due date unless the Committee decide in any particular case to waive payment of interest.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

14. Legal Proceedings Ordinary Resolution:

*The Owners Corporation has previously passed a standing special resolution on the **28/02/2022** authorising the commencement of legal proceedings in the Magistrates' Court of Victoria or any other competent Court, including the Supreme Court of Victoria or the Federal Court of Australia, where a lot owner fails to pay his, her or its owners corporation fees, interest and charges when they fall due.*

15. Election of Committee & Delegation: Members elected the following committee:

Lot	Unit	Name
2	2	Mr Stephen D Langmaid
10	10	Mr Tony Richmond
11	11	Mr. Peter Thomas

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

Tony Richmond was elected Chairperson
Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

Peter Thomas was elected Secretary
Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

In accordance with Section 11(5) of the Act, members resolved to delegate all powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation, except for:- a power or function that requires a unanimous resolution; a special resolution; or a resolution involving any decision to terminate the appointment of the Manager. The Manager's appointment may only be terminated by ordinary resolution of the Owners Corporation at a general meeting only.

All Items Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

16. Grievance Committee: It was resolved that the Grievance Committee be comprised of the appointed Committee, as above.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

17. Privacy: It was resolved that the contact details of members (mobile phone or home phone number, and/or email address) be made available to trades persons, insurance assessors etc. who may request such information with regard to Owners Corporation matters and other persons who may be interested in inspecting documents, such as valuers, legal representatives, accountants etc.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

18. Provision of Committee Contact Details: It was resolved that email addresses and telephone numbers of members of the Committee and of the representative and substitute representative, may be made available by the Manager to lot owners and occupiers on request and with appropriate permissions.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

19. Special or Unanimous Resolutions: Members considered the following special or unanimous resolutions to be held by postal ballot - Nil

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

20. Common Seal: Pursuant to Section 18A of the Owners Corporation Act that the owners corporation resolved on 03/04/2023 to no longer execute documents with the common seal and further resolved that the common seal/s are no longer required and can be destroyed.

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

21. General Business: Members resolved to deal, proceed and vote on the following works or matters -

- 21.1 Next years AGM to be held via Zoom / MS Teams

Moved: Peter Thomas; Seconded: Tony Richmond. Voting: Carried without dissent.

22. Manager's Notes:

a) That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Select Strata Communities, additional costs may be incurred to manage after hours AGM's, major repairs and projects undertaken by the Owners Corporation.

b) With reference to Section 28 (3) of the Owners Corporation Act 2006, repairs and maintenance to the common areas as noted on the Plan of Subdivision is the responsibility of the Owners Corporation but that the Owners Corporation will seek the cost of the repair/maintenance from each unit owner who will benefit in accordance with the costs incurred.

c) In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

23. Close of Meeting: With no further business, the meeting closed at 5:50 pm.



Stephen Hooke

03 9862 3729
stephenh@selectsc.com.au

Select Strata Communities
PO Box 434
KEW EASTVIC3102

Attendance

O/Corp PS411499T Maplestone 32 Dwyer Street

Annual General Meeting

21/02/2024 05:00 pm

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
10	10	Mr Tony & Mrs Margaret Richmond	N	N
11	11	Mr. Peter Thomas	N	N

Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: N

Committee

O/Corp PS411499T Maplestone 32 Dwyer Street

Annual General Meeting

21/02/2024 05:00 pm

Lot	Unit	Name	Position	Appointed	Type
2	2	Mr Stephen D Langmaid	Member	13/07/2015	
10	10	Mr Tony Richmond	Chairperson	28/02/2022	
11	11	Mr. Peter Thomas	Secretary	13/07/2015	

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000017198
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	08/08/2023 to 08/08/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 411499T
Situation	32 DWYER STREET CLIFTON HILL VIC 3068

Policies Selected

Policy 1 – Insured Property
Building: $4,059,500
Common Area Contents: $40,595
Loss of Rent & Temporary Accommodation (total payable): $608,925

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $250,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Sum Insured: $608,925
Extended Cover - Loss of Rent & Temporary Accommodation: $91,338
Escalation in Cost of Temporary Accommodation: $30,446
Cost of Removal, Storage and Evacuation: $30,446

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 01/08/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

PB Management Pty Ltd t/as Select Strata Communities
PO Box 434 KEW EAST VIC 3102 ABN: 54 093 758 340
Ph: 03 9862 3700 Email: SELECTPB@selectsc.com.au

Balance Sheet - O/Corp PS411499T "MAPLESTONE"

32 DWYER STREET, CLIFTON HILL, VIC 3068

For the Financial Period 01/11/2023 to 06/08/2024

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
The Proprietors of OCPS 411499T - Cheque	$35,238.11	$136.28	$35,374.39
Macquarie Bank BSB: 183-388 Acc No: 254843311			
The Proprietors of OCPS 411499T - Invest	$62,772.45	$0.00	$62,772.45
Macquarie Bank BSB: 183-334 Acc No: 298153107			
Levies Receivable	$5,169.69	$137.74	$5,307.43
Total Assets	**$103,180.25**	**$274.02**	**$103,454.27**
Liabilities			
Accounts Payable	$11,250.39	$0.00	$11,250.39
Total Liabilities	**$11,250.39**	**$0.00**	**$11,250.39**
Net Assets	**$91,929.86**	**$274.02**	**$92,203.88**
Owners Funds			
Opening Balance	$82,550.02	$96.55	$82,646.57
Fund Transfer	$(1,744.21)	$1,744.21	$0.00
Net Income For The Period	$11,124.05	$(1,566.74)	$9,557.31
Total Owners Funds	**$91,929.86**	**$274.02**	**$92,203.88**

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely

affect the health, hygiene or comfort of the occupiers or users of other lots.

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

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.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(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.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

(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.

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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**.

SCHEDULE 2

Regulation 8

Owners Corporation Registered Plan No: 411499T
Address: 32 Dwyer Street, Clifton Hill

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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(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.

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Any 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.

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2.1 Metering of services and apportionment of costs of services

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

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

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

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

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

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

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(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

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4.1 Change of use of lots

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

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

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6 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all parties.

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

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

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

Façade Report

CLIENT: OCP No. 411499

C/- Select Strata Communities

PROPERTY: 32 Dwyer Street, Clifton Hill

REF NO: 27285

27 April, 2020

Buildcheck
Engineering & Building Consultants
273 Waverley Road, East Malvern Vic 3145
T: (03) 9563 6246 **E**: reception@buildcheck.com.au **W**: www.buildcheck.com.au
ABN: 73 800 311 025

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Appendix A - Conditions of Engagement

Introduction

Property

Location: The property is located on the eastern side of Dwyer Street, Clifton Hill.

Description: Three storey residential apartment building.

Report Request

A report was requested by Stella Webster of Select Strata Communities for and on behalf of the Owners Corporation to inspect and report on the condition of the southern façade.

Inspection Details

Date: 23 March, 2020

Inspected By: Mr David Gough



Prepared By: _____

Mr David Gough
BTech (Build Surv)



Reviewed By: _____ Date: 27 / 04 / 2020

Mr Terry O'Donoghue
MTech (Civil), BE (Chem), Grad Dip FSE,
Grad Dip BS, MIE (Aust), MAIBS,
EC 42168, DB-M 38239

Preamble

The building is a three-storey residential apartment building.

The building structure is a combination of masonry and lightweight fibre cement sheet walls with concrete floors and a flat low-pitched metal tray roof.

Buildcheck has been engaged to inspect and report on the southern wall and service doors in preparation for painting.

Summary

The rendered masonry elements of the external façade are generally in good condition with some minor cracking notable.

Given the nature of these cracks there is no immediate need to consider any remedial works to the masonry prior to painting other than filling with a flexible sealant to prevent water entry.

The remainder of the masonry will simply require standard preparation work performed by the contractor prior to painting which should include a high pressure clean to ensure the surface is free from dirt and any other contaminants.

The lightweight fibre cement sheet cladding that has been substantially installed to the southern wall and much of the building has been incorrectly installed and is not suitable for painting without extensive works.

Painting of the lightweight cladding in its current conditions is therefore not recommended.

Doors and timber work are in varying levels of deterioration, whilst some frames could be salvaged, many including all doors should be replaced.

1. Condition

The southern façade with both masonry and lightweight fibre cement sheet cladding.

The masonry is generally darker in appearance as it has a coarser texture coating which attracts more dirt.



Photo 1

The masonry is in good condition, however there are some minor cracks.

The most noticeable is a horizontal crack in the side courtyard, however there is no other associated cracking to the surrounding area that would provide any immediate cause for concern.



Photo 2

Sealing of cracks and a good high pressure clean is most likely all that is required to prep for painting.

The condition of the render should be tested to identify any drummy areas that may need repair. Would also be notable during the painting process where roller or brush applied.



Photo 3

1. Condition (Cont'd)

Sections of the southern façade and elsewhere throughout the building have been infilled with fibre cement sheeting.

The sheeting is distinguishable by the lighter and finer render finish than that of the masonry.



Photo 4

The fibre cement sheeting has been identified as a form of blueboard which is a generic term for the 7.5mm thick product which is blue in appearance due to its water-resistant coating.

Junction where the fibre cement adjoins the masonry wall has been incorrectly detailed.



Photo 5

Panel joints throughout have cracking through the rendered coating which is not only unsightly but will also allow water entry into the frame.

The cracking is most likely the result of the failure to install the required reinforcing tape across the joint and the use of a cementitious texture coating which has poor flexibility.



Photo 6

1. Condition (Cont'd)

Cracking is extensive throughout and appears in almost every joint.

Horizontal joints between levels should have been provided with control joints.



Photo 7

The textured coating is extremely thin throughout and has delaminated in many areas including the side fences.

The use of a cementitious render often fails to adhere to the sheets where they have dust residue that can be deposited following manufacture or during handling or installation.



Photo 8

The sheets have been placed into contact with the ground which is considered defective.

Water transfer is likely the cause of low-level render spalling.

The framing behind the wall is also questionable and susceptible to water damage given the apparent method of construction.

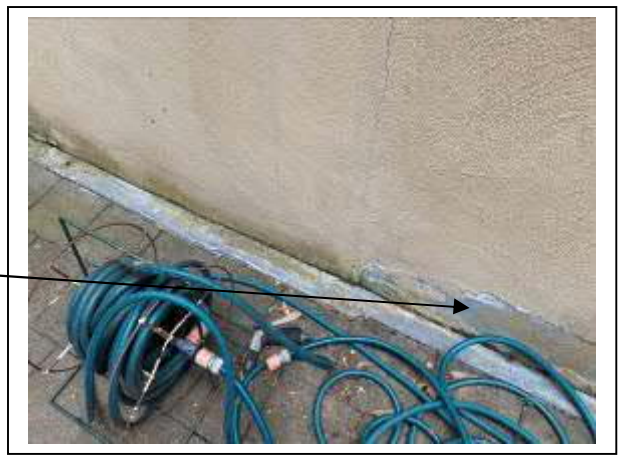


Photo 9

1. Condition (Cont'd)

Timber doors and frames to the southern side are generally in a state of disrepair, whilst some frames may be salvaged, works to rectify the cladding will mostly likely require all to be replaced.

Severely decayed door and frame.



Photo 10

Other timber to the southern side is also in need of repair.

The services cupboard fascia is decayed.



Photo 11

The Building Code of Australia requires that the external walls be non-combustible, and fire rated. Whilst no access was available to review the frame it is assumed that timber may be incorporated and therefore non-compliant.

These requirements have not changed since the introduction of the current code in 1990, so it is further assumed that the infills were constructed within this period.



Photo 12

2. Opinion

The southern wall consists of two cladding types, convention masonry and fibre cement sheeting which have both been finished with a textured rendered coating.

The two cladding types are in completely differing conditions in relation to preparation and remedial works prior to painting.

2.1 Masonry Façade

The masonry to the southern elevation is in good condition and can be easily prepared for immediate painting.

There is some minor cracking to various areas, however none of these appear to constitute anything more than general movement cracking which should be easily filled by an acrylic paint or flexible gap sealant.

The masonry is generally distinguishable from the fibre cement sheeting by its thicker and more course textured (rendered) coating which also looks darker in appearance given its ability to trap more dirt.

The render appears in good condition, however during the preparation phase the contractor should test for any drummy areas and rectify accordingly.

A high pressure clean is required to ensure the surface is clean and free from dirt and any other contaminants, at which time loose or drummy render may become more apparent.

The use of an acrylic paint with superior durability and flexibility is recommended to provide for long-term protection of the structure and to reduce the need for further maintenance.
We would recommend the use of Dulux AcraSkin or AcraShield.

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet

The fibre cement sheet cladding is a form blueboard, which is made by numerous manufacturers and is generally 7.5mm thick which requires a protective textured coating.

The installation of the fibre-cement sheeting and its current condition obviously appear deteriorated to the untrained eye, however there are several other concerns which require serious consideration prior to any decision on painting the existing cladding.

There are serious concerns with the framing beneath which was inaccessible at the time of inspection and multiple failings in the installation of the product which requires extensive rectification works.

The extensive use of the fibre cement sheeting to the lower level would suggest this was once an open under croft carpark that has been infilled in the recent past.

Framing

The framing beneath could not be reviewed at the time of inspection however it is highly possible that it is constructed of timber.

As the building is of three storeys, its external walls including framing are required to be of non-combustible element and provided with a fire rating. It is likely that the walls have neither of these requirements and therefore present a potential fire risk.

The works to enclose the lower carparking spaces needed a building permit which would have checked these requirements, so it is likely that a permit was not obtained at the time.

The framing is also of concern where it is in contact with the ground, likely being the pre-existing carpark concrete pavement. The concrete would undoubtedly not have been provided with a vapour barrier beneath, thus allowing soil moisture to transfer through the slab.

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Framing (Cont'd)

Unless a damp proof barrier has been provided between the slab and the timber plate, there may be decay of the timber taking place, which will compromise the wall structure.

The lower plate framing is also susceptible to water exposure at the base of the wall due to the failure to provide any form of rebate or upstand which would elevate the frame above the external ground level so as to prevent surface water from running back and into the building.

The installation guide for the cladding further supports this finding with the need for the fibre cement sheeting to maintain a 50mm clearance to the concrete and 150mm to the external ground.

Cladding Installation

The cladding has multiple visual deficiencies in its installation which should be completely rectified prior to painting, these include the following:

- Cracking of panel junctions
- Cracking of external corners
- Omission of control joints
- Omission of joints at dissimilar material junctions
- Inadequate cladding clearance to ground
- Inferior existing render/paint coating

The HardiTex Blueboard System has been used as a basis for the review of the cladding.

This James Hardie Technical Specification is from the leading manufacturer of the product who have undertaken extensive testing and require strict installation.

Unless can be otherwise demonstrated, failure to comply with this installation manual is regarded as being defective.

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Cladding Installation (Cont'd)

Panel cracks are almost visible at every joint which is evidence of a failure to detail the joints with the correct reinforcing tape, it is likely that no tape has been used.

Cracking could also be the result of inadequate sheet landing width which can occur where sheets are joined over thin studs less than 42mm in thickness. Inadequate or defective fixing can also contribute to cracking as can the render type which in this instance appears to be cementitious which has little elasticity.

The figure below shows how the joints should be reinforced.

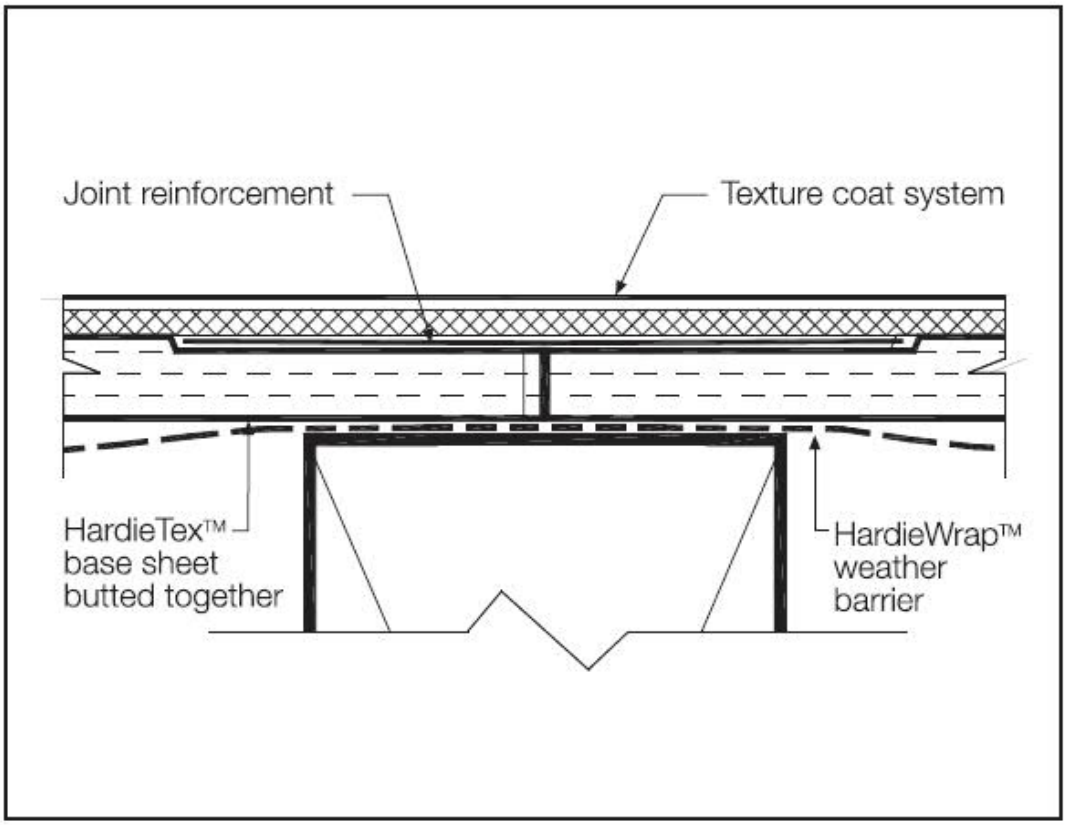


FIGURE 11 FLUSH SET JOINT

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Cladding Installation (Cont'd)

Cracking of external corners is widespread and may be caused by the incorrect use of steel corner angles, incorrect fixing of angles or the most likely cause, the inability of the failed render coating to adhere to the sheeting and angles.

Cracking along the front of the building clearly shows delamination of the render from the underlying substrate.

The omission of control joints and the failure to provide flexible joints abutting the masonry walls (dissimilar junction) is responsible for numerous cracks throughout.

Vertical control joints are necessary where the length of the wall exceeds 5.4m whilst horizontal control joints are required between floor levels.

Joints at dissimilar material junctions occur where the cladding abuts the masonry walls and, in all locations, these have failed due to incorrect detailing.

It is uncertain if the framing beneath is suitable to incorporate control joints that are needed to prevent ongoing cracking.

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Cladding Installation (Cont'd)

The figure below shows how dissimilar junctions should be constructed.

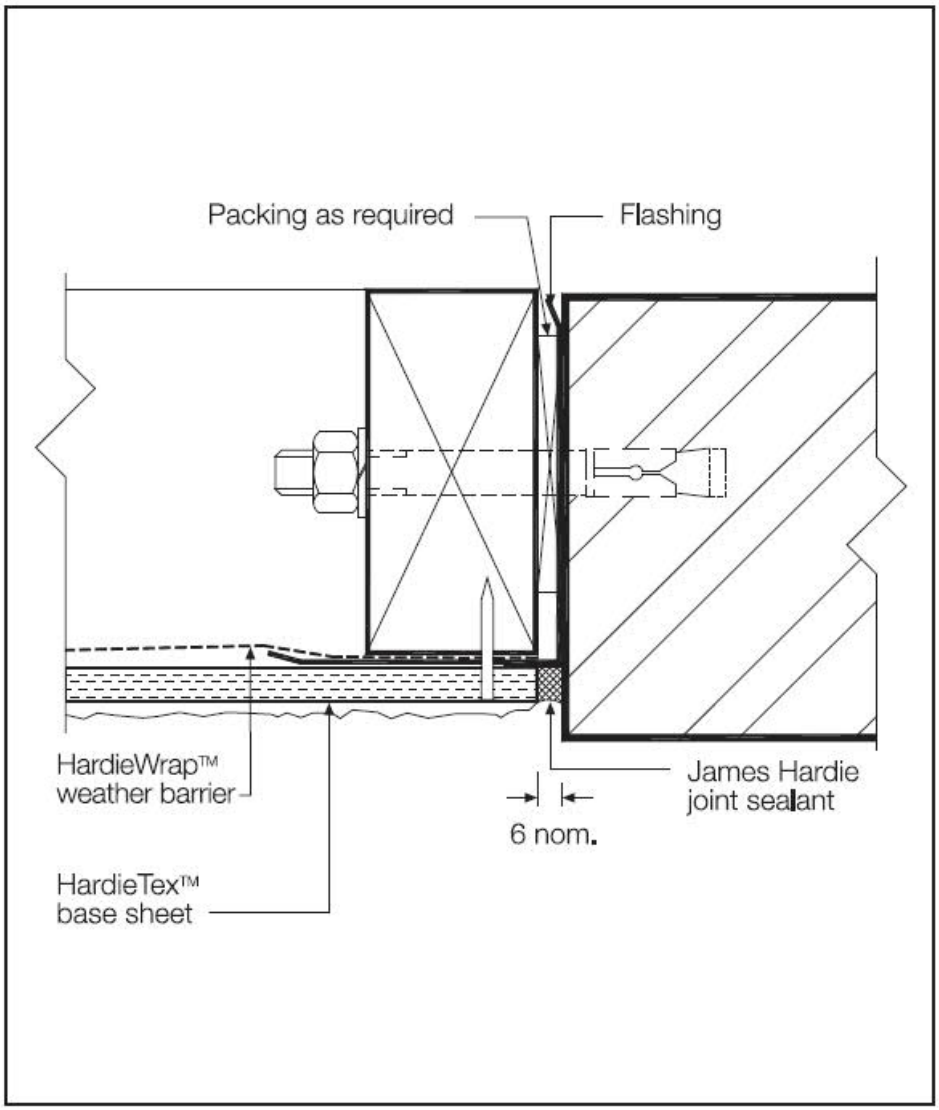


FIGURE 21 VERTICAL MOVEMENT JOINT - INTERSECTION WITH MASONRY STRUCTURE

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Cladding Installation (Cont'd)

Inadequate ground clearance is applicable throughout and can lead to the deterioration of the cladding or render where it is subjected to ongoing moisture exposure.

The cladding should terminate at least 50mm above concreted and paved areas and 150mm above exposed garden areas. The need to provide such clearances also affects the design of walls and the need to provide a slab rebate or upstand to further protect the frame from weather exposure.

The manner in which the current sheeting extends into the ground is of concern as it allows water to migrate up the porous sheet behind the external painted surface finish causing a rising damp scenario which can lead to spalling of the render and paint finishes.

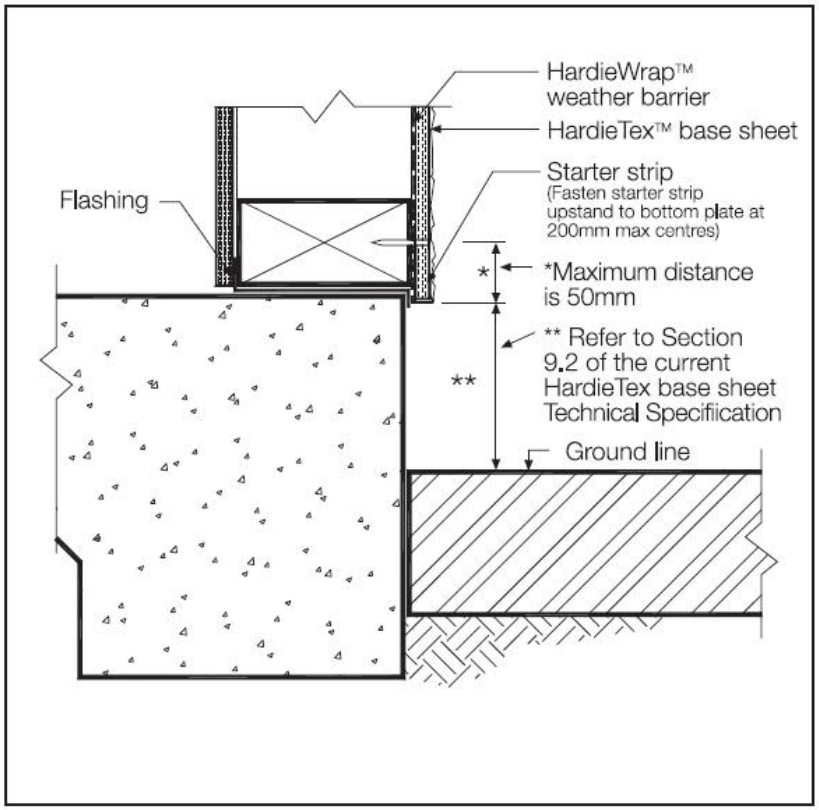


FIGURE 24 SLAB EDGE DETAIL

2. Opinion (Cont'd)

2.2 Fibre-Cement Sheet (Cont'd)

Cladding Installation (Cont'd)

The existing rendered coating is sparsely thin and has delaminated in several areas.

It appears to be cementitious which although complying with non-combustibility requirements does not have any flexibility which is required and recommended by all manufacturers of such products.

The water resistance of the façade is susceptible where cracking exists due to the use of cementitious coatings.

Remedial works to re coat the fibre cement cladding with a new texture coating is warranted, however it relies on the soundness of the existing coating to adhere to the substrate. If the underlying coating is failing it can seriously compromise any new works.

A new acrylic coating is required prior to painting which must be installed to address cracked panel joints in any case. The dilemma will be the cost of the works to bring the façade up to an acceptable standard for painting against the cost to entirely renew the façade which may also include framing and fire protective measures.

2. Opinion (Cont'd)

2.3 Timber Doors and Frames

There are multiple timber doors and frames to the southern elevation including those to the side fences and services cupboards.

All doors are in such a deteriorated state that they require replacement.

New doors to replace those existing should take into consideration the extreme external exposure.

The door frames are likewise deteriorated, however not all necessarily need replacing, however with the potential scope of works requiring the full replacement of the lightweight fibre cement façade, it would be beneficial to replace all frames.

The use of fillers by any contractor as a method of retaining decayed timber should only be considered where the damage is superficial.

3. Recommendations

Given the numerous defects that are inherent in the existing fibre cement cladding and the possibility of non-compliant framing and fire protective measures, there is a need to further review the building.

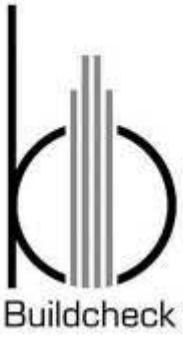
The following is therefore recommended in order of priority:

1. Review the framing for fire safety measures and decay.
2. If the walls are found to be non-compliant with regulatory standards the Owners Corporation would need to decide on its retention which should include consultation with insurers.
3. If the cladding system is to remain most of the deficiencies can be overcome however the cost would be far more labour intensive than re-cladding.
4. Scope of works to replace or renew the cladding can be undertaken and tendered to provide a comparative cost. Fire engineering reports may be able to justify the retention of a timber frame without the necessary fire resistance requirements.

4. Costings

Buildcheck can assist with further investigation, testing, preparing scopes, tendering and project management of the works.

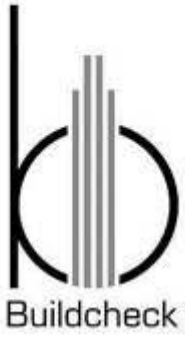
		Expected costs maybe:	
1.	Further investigation of frame	$ 1,200	(Buildcheck)
2.	Fire engineering solution (where needed)	$ 2,500 - $4,000	(Contractor)
3.	Building Permit (where needed)	$ 2,500	(Contractor)
4.	Façade replacement including frame and fire upgrade (southern façade only)	$ 110,000	(Contractor)
5.	Façade renewal only (southern façade only)	$ 50,000 - $ 80,000	(Contractor)
6.	Scope, Tender & Review Works	$ 3,500	(Buildcheck)
7.	Contract Preparation	$ 1,500	(Buildcheck)
8.	Project Management	Based of 6% of the Contract Works	



Appendix A

Conditions of Engagement

32 Dwyer Street, Clifton Hill



CONDITIONS OF ENGAGEMENT

1. This report is provided solely for the use of the client named on the face of this report, and no responsibility to other persons is accepted.

2. This report describes the condition of the property at the time of inspection, detailing visible defects within the scope of the client brief.

3. This report does not include:

   (a) defects in inaccessible parts of the property

   (b) defects not apparent on visual inspection

   (c) defects apparent only in different weather or environmental conditions

4. No special investigation of insect attack (e.g. borer, termite etc.) or soil contamination has been made, and any reference to this has been based on a casual visual inspection.

5. Unless otherwise specified:

   (a) no soil, etc. has been excavated

   (b) no plants or trees have been removed

   (c) no fixtures, fittings, cladding or lining materials have been removed

   (d) no items of furniture or chattels have been moved

   (e) no inquiries to Councils or other Authorities or persons have been made

   for the purposes of inspecting the property and providing this report.

SCHEDULE 3
Regulation 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.