



CONTRACT OF SALE OF REAL ESTATE

Property: 7/18-20 Tova Drive, Carrum Downs 3201

VIC LEGAL CONVEYANCING

Licensed Conveyancer
Unit 8, 117 Holmes Road
Moonee Ponds Vic 3039

Tel: 03 9372 0255
Fax: 03 9372 0266
DX 32153 MOONEE PONDS
Ref: EN:19050

**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**

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **7/18-20 Tova Drive, Carrum Downs 3201**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on 21 / 06 / 2019

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

PIETER ANTHONY WILLIAMS

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

21/6/2019

on / / 2019

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

ACN 090 430 603 PTY LTD

Alan John Shearman

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Nichols Crowder
Level 1/1 Coleman Road, Carrum Downs, VIC 3201

Email: jamesd@cd.nicholscrowder.com.au

Tel: 9775 1535 Mob: Fax: 9775 1538 Ref: James Dodge

Vendor

ACN 090 430 603 PTY LTD
2373B Byfield Road, Byfield, QLD 4703

Email:

Vendor's legal practitioner or conveyancer

Vic Legal Conveyancing
Unit 8, 117 Holmes Road, MOONEE PONDS VIC 3039
PO Box 298, MOONEE PONDS VIC 3039
DX: 32153 MOONEE PONDS

Email: enquiries@viclegal.com.au
Tel: 03 9372 0255 Mob: Fax: 03 9372 0266 Ref: NN:EN:17113

Purchaser

Name: Peter Anthony Williams and/or nominees
Address: 58 Greenwood Drive, Carrum Downs vic 3201
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name: Pro Choice Conveyancing
Address: 3/121 Hall Road, Carrum Downs
Email:
Tel: 9782 8866 Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10588 Folio 323	7	PS438876
Volume	Folio		

OR

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

The land includes all improvements and fixtures.



Property address

The address of the land is: **7/18-20 Tova Drive, Carrum Downs 3201**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings, window furnishings and fixtures and fittings of a permanent nature (as inspected).

Payment (general condition 11)

DS
aJS 

Price \$ 450,000

Deposit \$ 45,000 by 21-6-19 (of which \$ _____ has been paid)

Balance \$ 405,000 payable at settlement

GST (general condition 13)

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

Plus GST

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

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

Settlement (general condition 10)

is due on 5/8/2019 

DS
aJS

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

1A Acceptance of title

General condition 12.4 is added:

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.

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Service

3.1 General condition 17.1 is deleted and replaced by the following:

Any document sent by -

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt as provided in section 13A of the **Electronic Transactions (Victoria) Act 2000**.

3.2 General condition 17.2 is deleted and replaced by the following:

Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer.

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, or
- (d) by email.

4. Nomination

General condition 18 is deleted and replaced by the following:

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

5. Acceptance of title

General condition 12.4 is added:

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.

6. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- In its present condition and state of repair;
- Subject to all defects latent and patent;
- Subject to any infestations and dilapidation;
- Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7. Auction Conditions

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

8. GST Withholding – Residential Premises or Potential Residential Land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

- (a) **Vendor's notice**
 - (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise

- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
 - (b) **Amount to be withheld by the purchaser**
 - (i) Where the margin scheme applies 7% of the purchase price; Otherwise
 - (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
 - (c) **Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
 - (d) **Purchaser to remit withheld amount**
 - (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
 - (e) **Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
 - (f) **Compliance costs**

~~The vendor must pay to the purchaser \$330 as an adjustment on settlement for withholding and remitting of the withheld amount.~~
-

GUARANTEE FOR CORPORATE PURCHASER

In consideration of the vendor contracting with the corporate purchaser

Name:

(the guarantors), as is evidenced by

the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantor in the presence of:)

Signature

Signature of Witness

Print Name of Witness

SIGNED by)
the guarantor in the presence of:)

Signature

Signature of Witness

Print Name of Witness

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(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.
- 7.11 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.

- 7.12 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 7.11
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid 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.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is 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.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies 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.

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default**26. INTEREST**

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and

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

28. DEFAULT NOT REMEDIED

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



VENDORS SECTION 32 STATEMENT

Property: 7/18-20 Tova Drive, Carrum Downs 3201

VIC LEGAL CONVEYANCING

Licensed Conveyancer
Unit 8, 117 Holmes Road
Moonee Ponds Vic 3039

Tel: (03) 9372 0255
Fax: (03) 9372 0266
DX 32153 MOONEE PONDS
Ref: EN:19050

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	7/18-20 Tova Drive, Carrum Downs 3201
-------------	---------------------------------------

Vendor's name	ACN 090 430 603 Pty Ltd	Date / /
Vendor's signature	<small>DocuSigned by:</small> Alan John Shearman <small>C66C79DF8F83491...</small>	21/6/2019

Purchaser's name	PETER ANTHONY WILLIAMS	Date 21/06/2019
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

Usual adjustment of rates and charges, including land tax (if any)

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

NIL To N/A

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions-(if any)

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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



3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under 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:

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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.)

Is attached.

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)

As attached

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

VOLUME 10588 FOLIO 323

Security no : 124077762587B

Produced 03/06/2019 06:14 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 438876N.
PARENT TITLES :
Volume 10421 Folio 331 to Volume 10421 Folio 332
Created by instrument PS438876N 20/06/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ACN 090 430 603 PTY LTD of FACTORY 5 48-52 SHEARSON CRESCENT MENTONE 3194
PS438876N 20/06/2001

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE X142719Q 09/11/2000
COMMONWEALTH BANK OF AUSTRALIA

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.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
P226588H 31/05/1989

DIAGRAM LOCATION

SEE PS438876N 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 7 18-20 TOVA DRIVE CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS438876N


DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

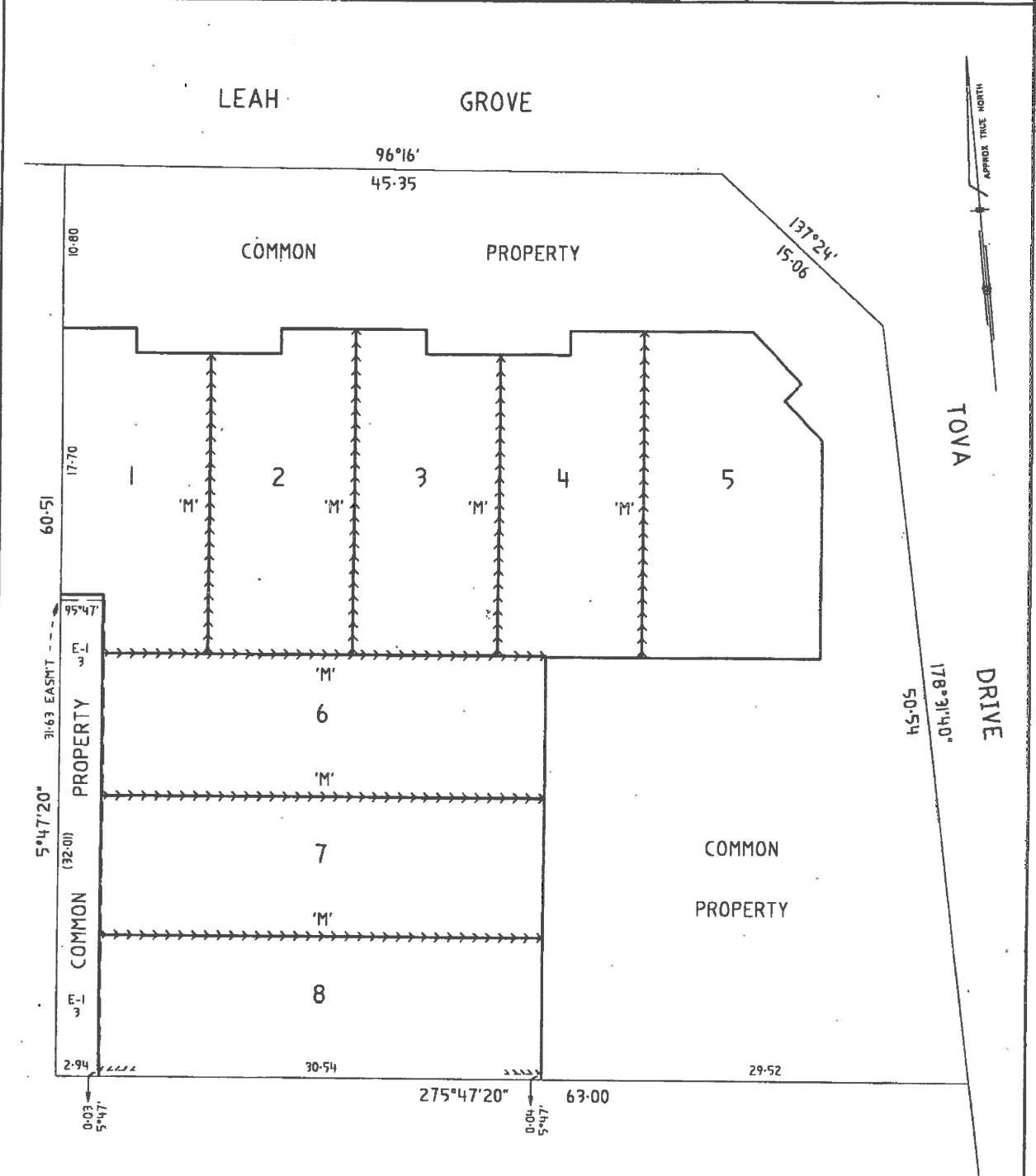
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PLAN OF SUBDIVISION		STAGE NO <hr/>	LTO use only EDITION 3	Plan Number PS 438876N
<p style="text-align: center;">Location of Land</p> <p>Parish LYNDHURST. Township: - Section: - Crown Allotment: 56 (PART) Crown Portion: - LTO Base Record: CHART No. 39 Title Reference: V.10421 F.332 & V.10421 F.331 Last Plan Reference: LOTS 6 & 7 ON PS 418800M Postal Address: 18 - 20 TOVA DRIVE, (at time of subdivision) CARRUM DOWNS 3201</p> <p>AMG Co-ordinates E 338 830 Zone 55 (of approx. centre of land in plan) N 5 781 180</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: FRANKSTON CITY COUNCIL Ref: 5597/8M</p> <p>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 / /</p> <p>3- This is a statement of compliance issued under section 21 of Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage.....</p> <p>Council Delegate Council Seal Date 6 / 9 / 2000</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /</p>		
Vesting of roads and/or Reserves				
Identifier		Council/Body/Person		
NIL		NIL		
Notations				
Staging		This is not a staged subdivision Planning Permit No.		
<p>Depth Limitation DOES NOT APPLY</p> <p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location Of Boundaries Defined by Buildings.</p> <p>Median: BOUNDARIES MARKED 'M'</p> <p>Exterior Face: ALL OTHER BOUNDARIES</p>				
Survey				
<p>This plan is based on survey</p> <p>This survey has been connected to permanent marks no(s)</p> <p>In proclaimed Survey Area No.</p>				
Easement Information				LTO use only
<p>Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p> <p style="text-align: center;">SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.</p>				Statement of Compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	3-00	PS 418800M	SOUTH EAST WATER LIMITED
E-1	DRAINAGE	3-00	PS 418800M	LOTS ON PS 418800M
				Received <input checked="" type="checkbox"/>
				Date 12 / 6 / 2001
				LTO use only
				PLAN REGISTERED
				TIME 5:35pm
				Date 20 / 6 / 2001
				<i>DBudd</i> Assistant Registrar of Titles
				Sheet 1 of 3 sheets
<p>Nilsson, Noel & Holmes (Surveyors) Pty Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 7 Bakewell Street, Cranbourne 3977 phone 059 964 133 fax 059 966 119</p> 		<p>LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS</p> <p>SIGNATURE DATE 14/08/2000</p> <p>REF 9540</p> <p>DWG No. 9540S VER 02 DISK No. 022</p>		<p>DATE 6 / 9 / 2000</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>

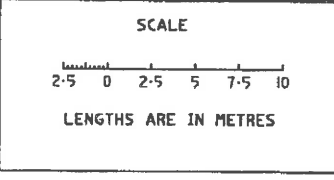
PLAN OF SUBDIVISION	Stage No.	Plan Number PS 438876N
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Nilsson, Noel & Holmes (Surveyors) Pty Ltd.
 A.C.N. 067 949 615
 Surveyors, Engineers & Town Planners.
 7 Bakewell Street, Cranbourne 3977
 phone 059 964 133 fax 059 966 119



ORIGINAL
 SCALE 1:250
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) ... S. G. JEFFREYS ...
 SIGNATURE DATE 14/08/2000
 REF 9540
 DWG No. 95405 VER 02

Sheet 2 of 3 sheets

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

DISK No. 1122

PS438876N

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

Sheet 3

REGD

3017589 3447 45P \$19 P226588H

P226588H

BY LETTER

#49

Lodged by TAYLOR SPLATT & PARTNERS
Code 2760N

APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 Planning and Environ-
ment Act 1987 for ENTRY OF A MEMORANDUM
OF AGREEMENT under Section 173 of the Act

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate of Title to the land referred to.

LAND:
ALL THOSE pieces of land being part of Lot 13 and Lot 14 L.P. 4911 and being the whole of the land comprised in Certificate of Title Volume 9843 Folio 671. *M.L. 1887-507*

ADDRESS OF THE LAND:
Lathams Road Carrum Downs.

RESPONSIBLE AUTHORITY:
The Mayor Councillors and Citizens of the City of Frankston of Municipal Offices Davey Street Frankston

PLANNING SCHEME:
The Frankston Planning Scheme

AGREEMENT DATE: 24th May 1989
AGREEMENT WITH: Marba Constructions Pty. Ltd. of care Mahon & Mahon Pty. Ltd. P. O. Box 340, Caulfield South.

A copy of the Agreement is attached to this Application.

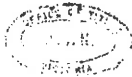
Signature for the Responsible Authority

Accept 

Name of Officer: Graeme Harold Peake

Date: 29th May, 1989.

A memorandum of the within instrument has been entered in the Register Book.



2/90

TAYLOR SPLATT & PARTNERS

AGREEMENT PURSUANT TO SECTION 173
PLANNING & ENVIRONMENT ACT 1987

THIS AGREEMENT is made the 24th day of May

MARGA
MAHON

One thousand nine hundred and eighty-nine B e t w e e n
MARGA
MAHON CONSTRUCTIONS PTY. LTD. of care of Mahon & Mahon Pty.
Ltd. P.O. Box 340 Caulfield South ("the Owner") of the
first part and THE MAYOR COUNCILLORS AND CITIZENS OF THE
CITY OF FRANKSTON of Municipal Offices Davey Street
Frankston ("the Council") of the other part WITNESSES THAT

WHEREAS:

- A. The Owner is registered as the proprietor of all that piece of land being Part Lot 13 and Lot 14 L.P. 4911 and being the whole of the land comprised in Certificate of Title Volume 9843 Folio 671 situate at Lathams Road Carrum Downs, in the Municipality of City of Frankston ("the land");
- B. The Owner is the holder of a Town Planning Permit issued by the Council numbered 88/271 issued on the 21st November 1988 ("the Permit") for the subdivision of the land in accordance with the Plans endorsed under the Permit and subject to conditions, inter alia, requiring the Owner to enter into this Agreement and such Permit is of no force or effect until the Applicant has entered into this Agreement;

NOW IT IS THEREFORE EXPRESSLY AGREED by and between the parties hereto as follows:

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1. The parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act and the conditions of the Permit and that the provisions of this Agreement are intended by them to run with the land and the registered proprietor HEREBY CONSENTS to any application which the Council may make for the entry of a memorandum of this Agreement on the Certificate of Title hereinbefore referred to or any other Certificate or Certificates of Title which may subsequently issue from the Office of Titles in respect of the land and shall take all steps and sign all documents reasonably required of them to enable such entry to take place.

2. The expression "the owner" shall be deemed to include the registered proprietor, his successor, transferee and assigns, the registered proprietor for the time being of the land or any relevant part thereof and the obligations imposed on and assumed by the registered proprietor shall also be binding on his successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the land (hereinafter called "the Successors") as if each of those successors had separately executed this Agreement.

3. In this Agreement -

- (a) "approval date" means the date upon which any Plan of Subdivision or, if appropriate, the first stage of any

3

Plan of Subdivision of the land, is approved by the Registrar of Titles.

(p) "the development" means the development of the land in accordance with the Permit and generally in accordance with Plan reference 88-07-31 prepared by Mahon & Mahon Pty. Ltd. of 1A Cromwell Street Caulfield.

4. The Owner undertakes to the Council that he will prior to the approval date:

- (a) In respect of each allotment shown on any Plan of Subdivision in respect of the land pay to the Council the sum of \$1362.24 per allotment to be applied by the Council towards the future construction of Lathams Road between and including its intersection with Colemans Road and Ashley Road as a dual carriageway.
- (b) In respect of each allotment on any Plan of Subdivision of the land pay to the Council the sum of \$100.00 for each allotment to be applied by the Council towards the cost of traffic signals at the intersection of Lathams Road and Frankston-Dandenong Road.
- (c) At its own cost carry out landscaping works within all roads roundabouts road reserves and public open space reserves comprised in any Plan of Subdivision of the land in accordance with landscaping plans prepared by J.D. McKinnon & Partners Pty. Ltd. of 663 Victoria Street Abbotsford Ref: 526 Sheets 1 and 2 and further

4

detailed plans to be submitted to and approved by the Responsible Authority prior to any approval date.

(d) Provide in each public open space reserve two park type seats to be approved by the Council and one vandal-proof tap.

5. The Owner agrees with the Council that the Council shall not be bound to lodge at the Office of Titles in respect of any Plan of Subdivision of any part of the land, a statement referred to in Section 569E (3)(d) of the Local Government Act 1958 or any later equivalent enactment unless and until the Owner, in addition to satisfying each and every other requirement to which the Plan of Subdivision shall be subject, has complied with each and every obligation set out in Clause 4 hereof.

6. The Owner undertakes to the Council that he will, at his own cost, maintain as necessary the landscaping referred to in Clause 4(c) hereof and replace as necessary such trees and shrubs therein for a period of two years from the date of completion of landscaping on the subdivision or any stage thereof to the reasonable satisfaction of the Council.

7. The Owner shall, within thirty days of the approval of the Plan of Subdivision or any stage thereof, transfer any reserve for municipal or other purposes shown thereon to the Council free of encumbrances (save for registered easements) before any allotment other than the said reserve

shown on the Plan of Subdivision are sold, conveyed or transferred. Such transfer shall be prepared and registered by the Council's Solicitors at the expense of the Council but the Owner will at his own expense make available at the Office of Titles the title or titles to the said reserves when called upon to do so after registration of any such Plan of Subdivision to enable such transfer to be registered.

8. The Council and the Owner agree that the Subdivision of the land may proceed in stages as shown on Plans reference 88-07-31 prepared by Mahon & Mahon Pty. Ltd. or such alternative staging as the Council may permit and the conditions of the Permit and this Agreement shall be binding on the Owner and his successors in respect of the Subdivision for the whole of the land and each and every stage thereof.

9. The Owner shall not sell, transfer, assign, or dispose of the land or any part thereof other than single allotments which have been subdivided in accordance with the Plan of Subdivision without -

- (a) First notifying the proposed purchaser, transferee or assignee of this Agreement.
- (b) The purchaser, transferee or assignee entering into an Agreement with the Council in the same terms as this Agreement in relation to any such land.

6

(c) First giving Council at least fourteen days notice of any such proposed sale or transfer.

10. This Agreement shall be of no force or effect until the Owner has paid the Council's legal costs of and incidental to the preparation of this Agreement and all attendances and correspondence relating thereto in accordance with the Item Remuneration Schedule of the Solicitors Remuneration Order (No. 2) 1988 and all stamp duty, Titles Office fees and other disbursements thereon.

11.

(a) This Agreement shall begin on the execution thereof.

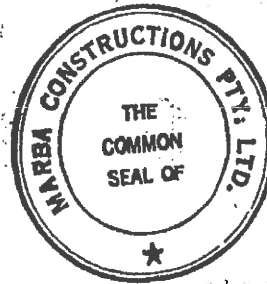
(b) This Agreement shall end upon the completion by the Owner of his obligation pursuant to Clauses 4, 6, 7 and 11 hereof.

12. Any monies owing pursuant to the terms of this Agreement shall if not paid within fourteen days of demand bear interest at a rate being two per cent higher than the rate prescribed under the Penalty Interest Rate Act payable on such monies from the time those monies fell due until payment shall be made.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

MARBA

THE COMMON SEAL of ESKAY CON-)
STRUCTIONS PTY. LTD. was here-)
unto fixed in accordance with)
its Articles of Association in)
the presence of -)



[Handwritten signature]

Director

[Handwritten signature]

Secretary

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF)
THE CITY OF FRANKSTON was)
hereunto affixed in the pre-)
sence of -)



[Handwritten signature]

Mayor

[Handwritten signature]

Councillor

[Handwritten signature]

Town Clerk

Rate and Valuation Notice 2018-2019



ACN 090 430 603 Pty Ltd
2373B Byfield Road
BYFIELD QLD 4703

Rates and charges for the period
1 July 2018 to 30 June 2019

Notice date: 6/05/2019
Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au



1035526
R4_16717

Assessment No./Reference No. **0179713 1**

Ward: **North-East**

Property details

7/18-20 Tova Drive, Carrum Downs 3201
Lot 7 PS 438876

Australian Valuation Property Classification Code: 310

Date of valuation: 1/01/2018

*Capital Improved Value (CIV): \$315,000

Site Value (SV): \$95,000

Net Annual Value (NAV): \$20,000

Valuation Effective Date: 1/07/2018

*Capital Improved Value includes land and any improvements

Financial details

Declared on: 12 June 2018

4th Instalment (Due 31/05/2019)

\$389.00

This notice does **not** include payments received after 26 April 2019.

* Interest will be charged on all overdue rates at the penalty interest rate of 10% per annum

If you currently have a formalised Arrangement to Pay (ATP) agreement in place with Council which is being fully maintained in accordance with the payment schedule then please disregard this notice.

If you have applied for a pension rebate, \$279.40 will have already been deducted from your instalments for this financial year.

If you are experiencing difficulty paying your Rates, please contact Council to discuss payment options, phone 1300 322 322 or visit www.frankston.vic.gov.au

TOTAL DUE

\$389.00



For emailed notices:
frankston.enotices.com.au
Reference No: **F8A961788K**

BPAY this payment via Internet or phone banking.
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: Please enter the BPAY
Reference number: See above



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
 Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
 For all languages 9209 0130
 TTY users 133 677 (ask for 131 851)



043/011609

Acn 090 430 603 Pty Ltd
 2373B Byfield Road
 BYFIELD QLD 4703

Account number: 11726578

Date due: 15 May 2019

Last bill	Payments received	Balance	Current charges	Total due
\$177.85	- \$177.85cr	\$0.00	+ \$182.60	\$182.60

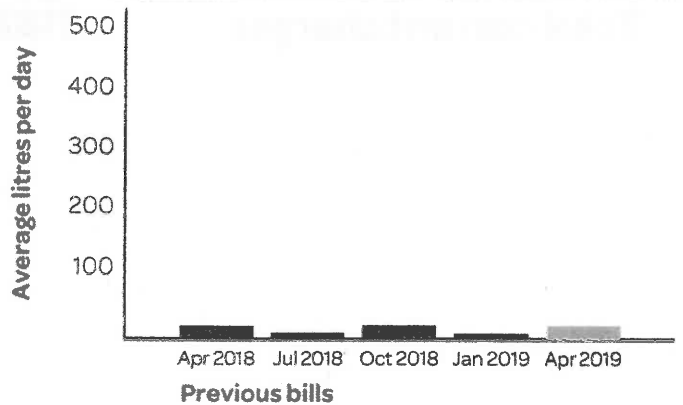
Your account breakdown

Issue date	26 April 2019
Property	UNIT 7 18-20 TOVA DRIVE CARRUM DOWNS VIC 3201
Property reference	510//11194/00046
Last bill	\$177.85
Payment received	\$177.85cr
Balance brought forward	\$0.00
Our charges (no GST)	\$148.63
Other authorities' charges (no GST)	\$34.00
Total due	\$182.60

Your snapshot

Average daily water use	24 litres
Average daily cost	\$1.63

Your water use



Payment options

Property Report from www.land.vic.gov.au on 14 June 2019 02:13 PM**Lot and Plan Number:** Lot 7 PS438876**Address:** UNIT 7/18-20 TOVA DRIVE CARRUM DOWNS 3201**Standard Parcel Identifier (SPI):** 7\PS438876**Local Government (Council):** FRANKSTON **Council Property Number:** 230684**Directory Reference:** Melway 100 C2**This parcel is not in a designated bushfire prone area.****No special bushfire construction requirements apply. Planning provisions may apply.**Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au**State Electorates****Legislative Council:** SOUTH-EASTERN METROPOLITAN**Legislative Assembly:** CARRUM**Utilities****Rural Water Corporation:** Southern Rural Water**Melbourne Water Retailer:** South East Water**Melbourne Water:** inside drainage boundary**Power Distributor:** UNITED ENERGY (Information about [choosing an electricity retailer](#))**Planning Zone Summary****Planning Zone:** INDUSTRIAL 1 ZONE (IN1Z)SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)**Planning Overlay:** None

Planning scheme data last updated on 12 June 2019.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

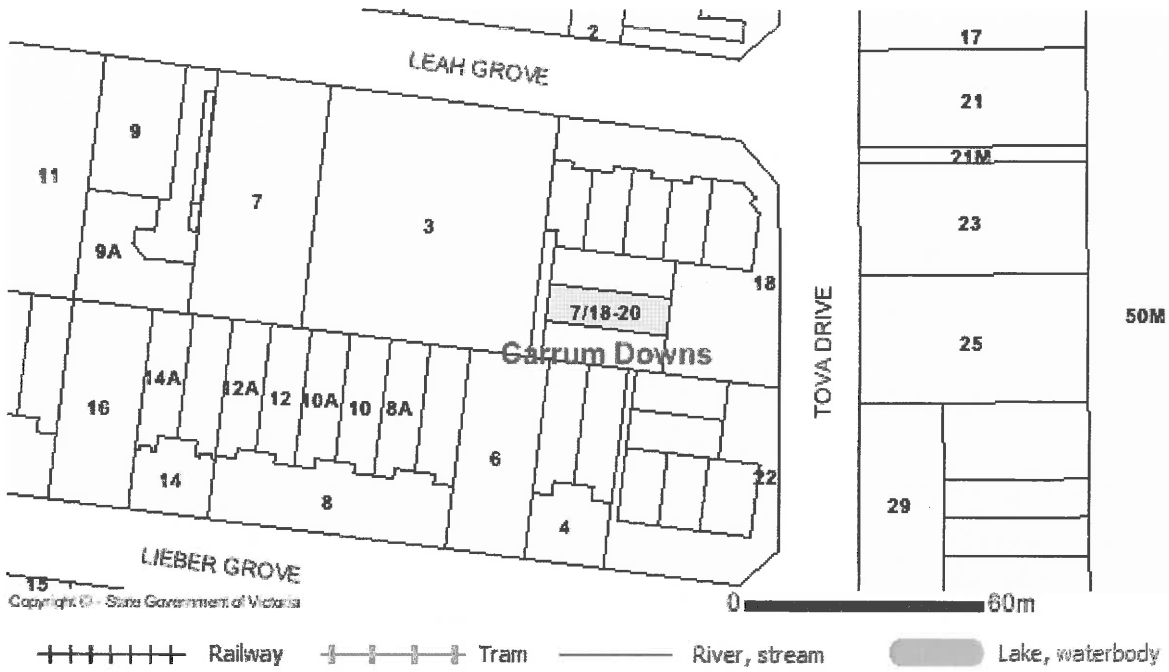
To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)For other information about planning in Victoria visit www.planning.vic.gov.au**Copyright © - State Government of Victoria****Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Area Map



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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/06/2019 06:15:22 PM

OWNERS CORPORATION
PLAN NO. PS438876N

The land in PS438876N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 8.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MBCM FRANKSTON 4 SILKWOOD RISE CARRUM DOWNS VIC 3201

AM106086W 14/08/2015

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/06/2019 06:15:22 PM

**OWNERS CORPORATION
PLAN NO. PS438876N**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8	100	100
Total	800.00	800.00

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.

OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation Plan No. PS 438876 N

Re: ACN 090430603 PTY LTD
Property: Lot 7, 18-20 TOVA DRIVE CARRUM DOWNS 3201
Your Ref: UNIT 7 PSOC438876N

This certificate is issued for Lot 7 known as Unit No. 7 on Plan of Subdivision Plan No 438876 N the postal address of which is 7 / 18-20 TOVA DRIVE CARRUM DOWNS 3201

1. The current fees for the above Lot are \$2028.00 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year. Additional Maintenance Fund fees total \$200.00 per annum and are payable quarterly in advance.
2. The fees are paid up until 30/06/19.
3. The total of unpaid fees or charges for the Lot is: Nil.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except as outlined in the Minutes of the Annual General Meeting.
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU
No. of Policy:	CS0001433
Kind of Policy:	Commercial Strata Package
Buildings Amount:	\$3,191,919
Legal Liability Amount:	\$30,000,000
Buildings Covered:	All
Common Contents:	\$31,920
Renewal Date:	18th January 2020
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

Administration Fund	\$ 4020.47
Maintenance Fund	\$ 750.40
TOTAL	\$ 4770.87
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- None to our knowledge
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- None to our knowledge.

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- **None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- **None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- **None to our knowledge.**
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Frankston
Address PO BOX 542 FRANKSTON 3199
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Plan of Subdivision Plan No 438876 N was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 14th day of June 2019



Mary Matler Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Frankston
PO BOX 542 FRANKSTON 3199
info@mbcmfrankston.com.au

NOTE: Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting
- (iv) a copy of the Interim Financial Report

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code: 96503
Biller Reference: 303682314 20175



Owners Corporation Plan of Subdivision Plan No : 438876N

18-20 TOVA DRIVE CARRUM DOWNS 3201

01/10/18 To 14/06/19

Administration Fund

FINANCIAL REPORT

AS AT 14 June 2019

	14/06/19
RECEIPTS	
Interest on arrears	8.43
OC Fees	9,003.82
	<u>9,012.25</u>
Less PAYMENTS	
Additional Management Services (S2.2)	60.00
Contractor Compliance & Archive Fee	140.00
Disbursements	560.00
Ground Maintenance	1,705.00
Insurance Premiums	8,749.86
Late Payment Admin Fee	180.00
Management Fees	2,917.50
South East Water	38.20
	<u>\$14,350.56</u>
SURPLUS (DEFICIT) FOR YEAR	<u>\$(5,338.31)</u>

MEMBERS' FUNDS

AS AT 14 June 2019

CASH BOOK	
Brought Forward	9,358.78
Surplus (Deficit) for Year	(5,338.31)
	<u>\$4,020.47</u>
	CASH AT BANK
	<u>\$4,020.47</u>
ASSETS	
Cheque Account	4,020.47
Investment Account	0.00
OC Fees Owing	1,659.02
Less LIABILITIES	
OC Fees paid in Advance	507.00
	<u>\$5,172.49</u>
ACCUMULATED FUNDS (DEFICIT)	<u>\$5,172.49</u>



Owners Corporation Plan of Subdivision Plan No : 438876N

18-20 TOVA DRIVE CARRUM DOWNS 3201

01/10/18 To 14/06/19

Administration Fund

BUDGET ESTIMATE

FOR YEAR ENDING 30 September 2019

Item	Actual	Budget
Additional Management Services (S2.2)	\$60.00	\$0.00
Contractor Compliance & Archive Fee	\$140.00	\$140.00
Disbursements	\$560.00	\$560.00
Ground Maintenance	\$1,705.00	\$2,678.00
Insurance Premium Reimbursement to Owner	\$0.00	\$0.00
Insurance Premiums	\$8,749.86	\$8,926.00
Late Payment Admin Fee	\$180.00	\$0.00
Maintenance Plan Report	\$0.00	\$0.00
Management Fees	\$2,917.50	\$3,890.00
South East Water	\$38.20	\$30.00
Waste Collection	\$0.00	\$0.00
	\$14,350.56	\$16,224.00

SCHEDULE 2.2 MANAGEMENT FEE EXPENDITURE STATEMENT

AS AT 14 June 2019

Unit No.	Activity No.	Date Paid	Work details & Payee	Expenditure
		18/04/19	Maintenance Plan, 1/1-31/12/2019 Silove Investments Pty Ltd	\$60.00
				\$60.00



Owners Corporation Plan of Subdivision Plan No : 438876N

18-20 TOVA DRIVE CARRUM DOWNS 3201

01/10/18 To 14/06/19

Maintenance Fund

FINANCIAL REPORT

AS AT 14 June 2019

14/06/19

RECEIPTS

Interest on arrears	0.40
Maintenance Fund	750.00
	<hr/>
	\$750.40
	<hr/>
SURPLUS (DEFICIT) FOR YEAR	\$750.40
	<hr/>

MEMBERS' FUNDS

AS AT 14 June 2019

CASH BOOK

Brought Forward	0.00
Surplus (Deficit) for Year	750.40
	<hr/>
	\$750.40
	<hr/>

CASH AT BANK

ASSETS

Cheque Account	750.40
Investment Account	0.00
OC Fees Owing	102.86

Less LIABILITIES

OC Fees paid in Advance	50.00
-------------------------	-------

ACCUMULATED FUNDS (DEFICIT)	<hr/>
	\$803.26
	<hr/>



Owners Corporation Plan of Subdivision Plan No : 438876N

18-20 TOVA DRIVE CARRUM DOWNS 3201

01/10/18 To 14/06/19

Maintenance Fund

BUDGET ESTIMATE

FOR YEAR ENDING 30 September 2019

Item	Actual	Budget
Account Balance b/forward	\$0.00	\$0.00
Maintenance Fund	\$0.00	\$1,600.00
	\$0.00	\$1,600.00

**Owners Corporation Plan of Subdivision Plan No : 438876N**

18-20 TOVA DRIVE CARRUM DOWNS 3201

01/10/18 To 14/06/19

FUND SUMMARY

Fund Description	Cash at Bank	Investments
Administration Fund	\$4,020.47	\$0.00
Maintenance Fund	\$750.40	\$0.00
	\$4,770.87	\$0.00
Total:		\$4,770.87



Silove Investments Pty Ltd trading as Melbourne Bods Corporate Management Frankston ABN 24 944 798 826

PO Box 542, Frankston VIC 3199 (4 Silkwood Rise, Carrum Downs VIC 3201)

Phone: 03 9781 4200 Email: info@mbcmfrankston.com.au www.mbcmfrankston.com.au

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. PS438876N

18-20 TOVA DRIVE, CARRUM DOWNS 3201

held at **4 SILKWOOD RISE, CARRUM DOWNS 3201**

On **29th OCTOBER 2018 AT 11:00 AM.**

Meeting Commenced at 11am

Present

	Financial & entitled to vote
Unit 2 Michael Smith	<input checked="" type="checkbox"/>
Unit 6 Bernie & Christine Bridle Unit	<input checked="" type="checkbox"/>

Apologies

	Financial & entitled to vote	Proxy to:
Unit 1 Ken Taylor	<input checked="" type="checkbox"/>	
Unit 3 Paul Henry	<input checked="" type="checkbox"/>	

Also in Attendance

Mary Matler for MBCM Strata Specialists Frankston, Manager of the Owners Corporation.

Running of Meeting

Chair:	Mary Matler	All in favour
Minutes:	Mary Matler	All in favour

Quorum

As at least 50% of the total votes, or total lot entitlements, being a quorum, were not present the meeting can still go ahead with all decisions being interim decisions in accordance with section 78 of the Owners Corporations Act 2006. The Owners Corporation can act on interim decisions after 29 days only if a petition of owners representing 25% of the total lot entitlements has not been received to call another meeting.

Adoption of Minutes of Previous Annual General Meeting

The minutes of the previous Annual General Meeting held on 25th October 2017 were taken as read & accepted as a true record of that meeting.

All in favour

The Manager's Report previously sent with the meeting notices refers to items that resulted from the previous Annual General Meeting and throughout the year and should be read in conjunction with these minutes.

Manager's Report and Building and General Maintenance

The following matters were decided upon at this meeting:

1. **Enduring Resolutions:** The Owners Corporation resolves to adopt the enduring resolutions that were tabled in the manager's report as resolutions of the Owners Corporation that will remain in place without further voting unless any members or the manager raises a change to any of the resolutions in the future. They are attached to these minutes and will be reported annually with the manager's report.

All in favour

2. **Ground Maintenance:** Refer to enduring resolutions for the agreed scope of works for ground maintenance.

The ground maintenance contractor will be requested to trim the hedges on his next visit.

A reminder to units 1, 6, 7 and 8 the owner/occupier is responsible to maintain their rear yards.

3. **Maintenance Plans:** The following motion that was included in the manager's report was tabled: "It is resolved that the Owners Corporation establishes a maintenance fund for the purposes of implementing the plan."

All favour

This item will be listed as an enduring resolution.

It was resolved the Maintenance Fund contribution will be set at \$1,600pa, \$50 per lot per quarter.

All favour

4. **External Painting:** It was resolved to seek quotes and issue a special resolution postal ballot to all owners to provide a service to members to undertake the works.

All favour

5. **Items on common Property:** It was resolved to issue warning letters to any lots with items on common property. If owners/occupiers fail to remove the items within the required time frame they will be removed, any cost associated will be charged to the offending lots.

All favour

6. **External appearance:** A reminder to all lots that it is the owner/occupiers responsibility to ensure the external appearance is maintained and clean. Please ensure all windows/gutters are kept clean and tidy at all times.

All favour

Rules, Grievances and Disputes

See enduring resolutions for the dispute resolution and grievance process.

No new matters were raised at the meeting.

Occupational Health & Safety

SAFETY INSPECTION – See enduring resolutions for the resolution that has been made in relation to safety inspections.

No new OH&S matters were reported and no changes impacting the common property have been made. Owners are to keep vigilant for any changes to the property that might be a safety hazard.

All in favour

Acceptance of Reports

It was resolved to accept all the above reports, recommendations and actions to be taken and that there are no outstanding items resulting from the last minutes that have not been tabled.

All in favour

Review of Insurance

Insurance Company:	CHU	Policy No:	CS0001433
Building Cover:	\$3,039,923	Public Risk Cover:	\$30,000,000
Commission paid:	\$1,389.17	Renewal Date:	18/01/2019
Excess:	\$500 each claim		

FINANCIAL SERVICE DECLARATION

“MBCM Strata Specialists Frankston, the Manager, is an authorised representative of CHU Underwriting Agencies P/L and Whitbread Insurance Brokers P/L and a distributor for Honan Insurance Group and Strata Community Insurance.

The Manager is qualified to give factual information and general advice only about insurance with CHU Underwriting Agencies P/L and Whitbread Insurance Brokers P/L and factual information only about insurance with Honan Insurance Group and Strata Community Insurance, which does not take into account the members’ personal circumstances. The Manager cannot give personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor.

If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal).

Before making a decision to purchase that insurance the Owners Corporation should read the Financial Services Guide and the Product Disclosure Statement which have previously been supplied to the Owners Corporation and were offered to Owners at the meeting. MBCM Strata Specialists Frankston receives a commission from the insurance company which is disclosed in the financial services guide and in the manager’s report.”

LEVEL OF BUILDING REINSTATEMENT COVER – See enduring resolutions for the resolution that has been made in relation to the level of building reinstatement cover.

POLICY RENEWAL – See enduring resolutions for the resolution that has been made in relation to policy renewal.

PUBLIC LIABILITY – See enduring resolutions for the resolution that has been made in relation to public liability.

Matters to be Determined only by Ordinary Resolution at a General Meeting

The following motion that was included in the manager's report was tabled: "The Owners Corporation resolves that the appointment or removal of a Manager may be determined only by ordinary resolution of the Owners Corporation at a general meeting."

All in favour

Owners Corporation Management

It was resolved to reappoint MBCM Strata Specialists Frankston as the Owners Corporation manager for the ensuing 12 months at a management fee as detailed in the budget and as per the terms of the contract of appointment in accordance with Section 119 of the Owners Corporation Act 2006.

All in favour

A Contract of Appointment was also signed and a common seal applied.

Fee Collection Procedure

See enduring resolutions for the resolution that has been made in relation to the Fee Collection Procedure.

Election of Committee

It was resolved to elect a Committee for the following year. The following members were nominated: Ken Taylor, Michael Smith and Christine Bridle

There being no other nominations, the Chairperson declared them all duly elected unopposed.

All in favour

Appointment of Chairperson of The Owners Corporation

Michael was nominated and appointed as Chairperson of The Owners Corporation.

All in favour

Appointment of Secretary of The Owners Corporation

There being no nomination, this position is to remain vacant. The Owners Corporation Manager will fill this position as required.

All in favour

Consideration of Finances

INCOME AND EXPENDITURE STATEMENT

The Income and Expenditure Statement and Balance Sheet, that was sent with the meeting notices, was adopted as a true record of the transactions of the Owners Corporation for the year ending 30th September 2018.

All in favour

BUDGET

The Administration Fund budget was set at \$16,224pa.

All in favour

SERVICE FEES

It was decided that Administration Fund service fees will be set at \$16,224pa, \$507 per unit, per quarter.

It was decided that Maintenance Fund service fees will be set at \$1,600pa, \$50 per unit, per quarter.

All in favour

Service fees are payable quarterly in advance and are next due on the first day of January 2019.

CASH FLOW

Cash flow is considered sufficient to meet the operational needs of the Owners Corporation.

Other Business

1. Nil

DATE OF NEXT MEETING – Subject to confirmation of date on the agenda papers.

28th October 2019 at 11:00 am, at the office of MBCM Strata Specialists Frankston.

AS THERE WAS NO FURTHER BUSINESS THE MEETING CLOSED AT 11:45AM

Meeting Chairperson
Mary Matler
MBCM Strata Specialists Frankston

**OWNERS CORPORATION PLAN NO: PS438876N
18-20 TOVA DRIVE, CARRUM DOWNS, 3201**

ENDURING RESOLUTIONS

The following are the enduring resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

Item	Resolution
Maintenance of Gutters and Downpipes	Maintenance of gutters and downpipes to units is an individual owners responsibility & should be attended to regularly to ensure that water is evacuated properly & does not cause flooding & resultant water damage to the interior of any units.
Ground Maintenance	<p>Scope of works for Lawn and Garden Maintenance</p> <p>Frequency of visits: 18 visits per year for</p> <p>Scope:</p> <ul style="list-style-type: none"> • Mowing all lawns, trimming edges and removing clippings • Weed spraying as required • Rubbish removal as required <p>Quarterly:</p> <ul style="list-style-type: none"> • Pruning any shrubs on the common property
Rear yards units 1, 6, 7 and 8	It was resolved all gardens at the rear of each unit are the owner/occupier's responsibility to maintain.
Maintenance Plan	A maintenance plan was obtained on 6/02/2018 so this will be revisited in five years.
Grievance Committee	The Owners Corporation Manager will be the convenor of the Grievance Committee, along with any available Committee Members. Note: the Owners Corporation Manager will only attend to these matters in business hours.
Business Systems, Processes and Procedures	The Owners Corporation accepts the procedures that MBCM Strata Specialists Frankston is using for the management of contractors as the procedures of the Owners Corporation.
Safety Inspection	A professional safety inspection was carried out on 1/02/2016 so this will be revisited if there are any changes to the property or in five years as industry knowledge changes or wear and tear impacts the property.
Level of Building Reinstatement Cover	The last building reinstatement insurance valuation was obtained on 12/12/2014. The level of building cover was adjusted to that suggested by the valuer and is changed annually to the level suggested by the insurer. The next valuation will be conducted five years after the last and the cycle will repeat.
Policy Renewal	Comparison quotes for insurance were obtained on 18/01/2018 so this will be revisited in three years.
Level of insurance cover for public liability	Public liability cover complies with the legal minimum under Part 3, Division 6, s 60 of the Act and will be left at its existing amount unless any owners propose to change it, in which case the proposal submitted by the owner will be considered and decided upon at the meeting.
Insurance Excess	The excess payment attached to any claim is payable by the Unit Owner making the claim if the cause of the claim arose from within the unit. If the cause is from common property then the excess will be met by the Owners Corporation.
Matters to be determined only by ordinary resolution at a General Meeting	The Owners Corporation resolves that the appointment or removal of a Manager may be determined only by ordinary resolution of the Owners Corporation at a general meeting.

Fee Collection procedure	Interest will be charged against the member once fees become 28 days overdue from the due date at the penalty interest rate.
Fee Collection procedure	An administration charge of \$60 is to be charged by the Owners Corporation Manager to handle the payment of fees that become 56 days overdue.
Cost Recovery from debts and breaches	The Owners Corporation may recover, as a debt due from the lot owner or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.
Delegation of powers to the Committee	<p>The Owners Corporation delegates to the Committee of the Owners Corporation the powers and functions of the Owners Corporation under section 11 of the Owners Corporations Act 2006 except:</p> <ul style="list-style-type: none"> a) a power of function requiring a unanimous resolution or a special resolution; or b) giving notice of an annual general meeting or special general meeting; or c) the power to remove the committee or officer of the owners corporation; or d) the power or function to terminate a Manager's Appointment unless so resolved at the annual general meeting of the Owners Corporation. <p>Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.</p>
Delegation to Manager	The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.



Silove Investments Pty Ltd trading as Melbourne Body Corporate Management Frankston ABN 24 944 798 826

PO Box 542, Frankston VIC 3199 (4 Silkwood Rise, Carrum Downs VIC 3201)

Phone: 03 9781 4200 Email: info@mbcmfrankston.com.au www.mbcmfrankston.com.au

**OWNERS CORPORATION PLAN NO. PS438876N
18-20 TOVA DRIVE, CARRUM DOWNS, 3201**

Dear Member,

Referring to the minutes of the meeting dated 29th October 2018.

NOTICE OF INTERIM RESOLUTIONS:

As there was no quorum all decisions made at the meeting are interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision or if the decisions are confirmed at a later meeting.

What you must do

If you disagree with the result of the interim decision you must, within 29 days of the above meeting date, petition the manager to call another meeting.

Manager

A handwritten signature in black ink that reads 'Mary Matler'. The signature is written in a cursive style with a large initial 'M'.

Mary Matler

Owners Corporation Manager



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**OWNERS CORPORATION PLAN NO: PS438876N
18-20 TOVA DRIVE, CARRUM DOWNS, 3201**

**MANAGER'S REPORT FOR THE OCTOBER 2018
ANNUAL GENERAL MEETING**

Enduring Resolutions: Please refer to the table at the end of the report for standing resolutions, some of which might not have been tabled previously so it is important for Members to check the resolutions in preparation for the Annual General Meeting. At the meeting, owners will be asked to approve the enduring resolutions which will then remain in place until such a time as owners decide to change them.

Items from the Previous Annual General Meeting and Through the Year

- Repairs and Maintenance:** Refer to the financial report for maintenance items completed throughout the year.
- Ground Maintenance:** Refer to enduring resolutions for the proposed scope of works for ground maintenance.
- Maintenance Plans:** Consumer Affairs Victoria are currently reviewing options for reform of the Owners Corporations Act 2006. One of these options looks at lowering the threshold for mandatory maintenance plans and funds to ensure that plans are in place for smaller properties for major capital items such as roof and window replacement or a new driveway. Please refer to attached Maintenance Plan.

The following motion will be tabled at the meeting: "It is resolved that the Owners Corporation establishes a maintenance fund for the purposes of implementing the plan."

Report on Rules, Grievances and Disputes

From the year ending 30th September 2018 no matters were reported during the year under Part 10 of the Act and no applications were made to VCAT during the year.

The following other grievances were dealt with during the year:
Rubbish on common property

See enduring resolutions for the dispute resolution and grievance process.

Report on Occupational Health & Safety

There have been no incidents to report this year.

Business Systems, Processes and Procedures

Independently owned and operated offices are located at:

Ascot Vale, Bayswater, Ballarat, Black Rock, Box Hill, Brighton, Brunswick, Camberwell, Carnegie, Chelsea, Cheltenham, City, Coburg, Dandenong, Doncaster, Echuca, Essendon, Ferntree Gully, Footscray, Frankston, Geelong, Greensborough, Hawthorn, Healesville, Heidelberg, Kew, Lilydale, Malvern, Mentone, Mitcham, Moorabbin, Mornington, Murrumbidgee, Northcote, Prahran, Preston, Richmond, Ringwood, Rosebud, Seymour, Shepparton, St Kilda, South Melbourne, South Yarra, Sunbury, Tullamarine, Waverley, Williamstown.

Members of Strata Community Australia (Vic)

There have been no significant changes since the 2017 Annual General Meeting to the procedures used by MBCM Strata Specialists Frankston for Contractor Management.

HAZARDS – Members are reminded that they share a “Duty of Care” to inspect the Common Property on a regular basis & report any potential hazards to MBCM Strata Specialists Frankston for attention.

OIL SPILLS – Members are reminded to ensure that any oil spills / leaks from cars are removed immediately to reduce any likelihood of an incident arising leading to litigation.

SAFETY INSPECTION – See enduring resolutions for the resolution that has been made in relation to safety inspections.

Report on Insurance

The Manager holds \$5m of professional indemnity insurance with CGU Professional Risks Insurer.

INSURANCE DETAILS FOR YOUR RECORDS:

Insurance Company:	CHU	Policy No:	CS0001433
Building Cover:	\$3,039,923	Public Risk Cover:	\$30,000,000
Commission paid:	\$1,389.17	Renewal Date:	18/01/2019
Excess:	\$500 each claim		

BUILDING INSURANCE – MBCM Strata Specialists Frankston advise that the Owners Corporations Act 2006 (s.59) requires:

- (1) An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property in accordance with this Division.
- (2) The insurance required under sub-section (1) is insurance for damage to property under which the Owners Corporation insures for -
 - a) the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new;
 - b) the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

LEVEL OF BUILDING REINSTATEMENT COVER – See enduring resolutions for the resolution that has been made in relation to the level of building reinstatement cover.

POLICY RENEWAL – See enduring resolutions for the resolution that has been made in relation to policy renewal.

Insurance cover enhancements for MBCM Strata Specialists clients for CHU policies:

MBCM Strata Specialists have agreed with CHU the following exclusive special enhancements to policies just for MBCM Strata Specialists clients:

- ✓ Public Liability has been increased by an extra \$10m
- ✓ Office Bearers Liability has been increased to a minimum of \$1m

- ✓ Cover has been extended to include floating floors, which are usually deemed as contents and excluded from Owners Corporation insurance
- ✓ Fidelity Guarantee has been increased from \$100,000 to \$250,000.
- ✓ Common area contents has been increased by \$5,000 to a minimum of \$5,000

MBCM Strata Specialists has negotiated these cover enhancements with CHU, on your behalf for no additional insurance premium charge. There will be no insurance premium reduction to the Owners Corporation if these negotiated cover enhancements are removed.

CHU will be paying \$70 plus GST of the administration fee shown on the Schedule to MBCM Strata Specialists.

In the event the Owners Corporation decides to stop using MBCM Strata Specialists as their professional strata manager, the above negotiated insurance benefits will be forfeited.

PUBLIC LIABILITY – See enduring resolutions for the resolution that has been made in relation to public liability.

CONTENTS – Members are reminded that public liability within the Unit and owners contents such as carpet and light fittings **ARE NOT COVERED** under the Owners Corporation policy. Separate *contents* cover should be taken by owner-occupiers or *landlords* cover for absentee owners to cover such items and these policies checked to ensure such items are covered.

SMOKE ALARMS – All residential buildings and some commercial buildings (if specified on the certificate of occupancy) are required to have smoke alarms, combining both smoke detection and alarm facilities in a single unit, installed. Smoke alarms are required to be in working order at all times. In the case of battery-operated smoke alarms, the battery (9 volt) should be replaced every 6 months. We suggest a good time would be at the start and finish of daylight saving.

Matters to be Determined only by Ordinary Resolution at a General Meeting

In accordance with section 82 of the Owners Corporations Act 2006, the Owners Corporation may require certain matters to be dealt with at General Meetings.

To ensure the vote to appoint or remove a Manager is open to all members the following motion will be tabled at the meeting: "The Owners Corporation resolves that the appointment or removal of a Manager may be determined only by ordinary resolution of the Owners Corporation at a general meeting."

Owners Corporation Management

The owners will be asked to reappoint the Manager and for a contract of appointment of the Manager to be approved and sealed. The contract is available from our office on request.

MBCM Strata Specialists Frankston prides itself on being a strata specialist providing excellent service to local Owners Corporations. Our aim is to uphold and improve on the wealth that our clients hold in their properties whether they are a home owner who wants the property to be a good place to live, an investor who wants to attract good, long term tenants and high rental income or a seller who would like the property to achieve its optimum sale price.

To ensure the service is as good as it can be MBCM Strata Specialists Mornington employs six professional managers who are Mary Matler, Jenny Moore, Dianne Astwood, Hollie Cassini, Alex Wolf

and Anton Silove. Each Owners Corporation has a main point of contact plus additional back up and expertise can be provided by the other managers and from the wider MBCM franchise network. Supporting the managers is a project management and administration team consisting of Rick Thoonen, Jane Jamieson, Tracy Beauchamp, Sherrin Kelly, Andrea Luyckx, Kelsey Cheetham and Nicole Santos. Our team is dedicated to providing excellence in customer service, working with integrity, being active in our local community, being respectful in our dealings with people, talking straight (say it the way it is and deal with the facts) and going the extra mile.

Fee Collection Procedure

See enduring resolutions for the resolution that has been made in relation to the collection of fees.

Exclusive Financial Benefits for MBCM Strata Specialist Clients

With \$14 billion+ in property assets under management the MBCM Strata Specialists Group of Owners Corporation management companies is uniquely placed to deliver significant cost savings to our clients through our collective buying power. Most recently MBCM Strata Specialists negotiated exclusive electricity rates with AGL which has resulted in over \$250,000 pa of direct cost savings to our clients. MBCM Strata Specialists are now investigating other opportunities to deliver cost savings and / or benefits in other areas.

Financial Report

Please refer to the financial report sent with the meeting notice for the accounts up to the end of the last period 30th September 2018 and for the proposed budget for the year.

BUDGET

- **Insurance Premiums:** The budget assumes an increase in the building sum insured. An allowance has also been made for an expected premium increase of up to 12% over the next 12 months based on insurer's forecasts.

CASH FLOW

Cash flow is considered sufficient to meet the operational needs of the Owners Corporation.

Community

Frankston Sunday Market

Every Sunday from 8am – 1pm – 79 – 83 Young Street, Frankston

The market area consists of a large number of outdoor and semi-covered stalls, varying from home-wares, crafts, new goods, new and pre-loved fashion, bric-a-brac, collectables, fresh produce, a wide variety of flowers and plants, fantastic food, outdoor café, entertainment and a whole lot more.

The Mayor's Family Picnic

Sunday 9 September – Carrum Downs Recreation Reserve, Wedge Road, Carrum Downs 3201

Come along a kick up your heels at the Mayor's Family Picnic! It's sure to be a great day with free lawn games and activities; including face painting and love entertainment, sure to keep the whole family happy!

Don't forget to pack your Picnic Rug, and if you forget to pack your Picnic Lunch treat yourself at one of the food stalls.

Pets' Day Out

14 October 2018 – Ballam Park, Cranbourne Road, Frankston, Frankston

Treat you, your family and your pet to a fantastic FREE day of entertainment and giveaways.

Take a photo in the pet photo booth, get your pet's weight assessed and entertain the kids with a kids photo booth and colouring in activity.

Frankston Regional Recycling and Recovery Centre

20 Harold Road, Skye – Open 7 days a week from 8am – 4pm

Don't forget Frankston has a Regional Recycling and Recovery Centre that is a convenient way to get rid of green waste, hard waste and recyclables.

Visit their website for more details

[http://www.frankston.vic.gov.au/Environment and Waste/Waste and Recycling/Frankston Regional Recycling and Recovery Centre FRRRC](http://www.frankston.vic.gov.au/Environment%20and%20Waste/Waste%20and%20Recycling/Frankston%20Regional%20Recycling%20and%20Recovery%20Centre%20FRRRC)

Mary Matler
Owners Corporation Manager

**OWNERS CORPORATION PLAN NO: PS438876N
18-20 TOVA DRIVE, CARRUM DOWNS, 32011**

ENDURING RESOLUTIONS

The following are the enduring resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

Item	Resolution
Maintenance of Gutters and Downpipes	Maintenance of gutters and downpipes to units is an individual owners responsibility & should be attended to regularly to ensure that water is evacuated properly & does not cause flooding & resultant water damage to the interior of any units.
Ground Maintenance	<p>Scope of works for Lawn and Garden Maintenance</p> <p>Frequency of visits: 18 visits per year for</p> <p>Scope:</p> <ul style="list-style-type: none"> • Mowing all lawns, trimming edges and removing clippings • Weed spraying as required • Rubbish removal as required <p>Quarterly:</p> <ul style="list-style-type: none"> • Pruning any shrubs on the common property
Maintenance Plan	A maintenance plan was obtained on 6/02/2018 so this will be revisited in five years.
Grievance Committee	The Owners Corporation Manager will be the convenor of the Grievance Committee, along with any available Committee Members. Note: the Owners Corporation Manager will only attend to these matters in business hours.
Business Systems, Processes and Procedures	The Owners Corporation accepts the procedures that MBCM Strata Specialists Frankston is using for the management of contractors as the procedures of the Owners Corporation.
Safety Inspection	A professional safety inspection was carried out on 1/02/2016 so this will be revisited if there are any changes to the property or in five years as industry knowledge changes or wear and tear impacts the property.
Level of Building Reinstatement Cover	The last building reinstatement insurance valuation was obtained on 12/12/2014. The level of building cover was adjusted to that suggested by the valuer and is changed annually to the level suggested by the insurer. The next valuation will be conducted five years after the last and the cycle will repeat.
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Level of insurance cover for public liability	Public liability cover complies with the legal minimum under Part 3, Division 6, s 60 of the Act and will be left at its existing amount unless any owners propose to change it, in which case the proposal submitted by the owner will be considered and decided upon at the meeting.
Insurance Excess	The excess payment attached to any claim is payable by the Unit Owner making the claim if the cause of the claim arose from within the unit. If the cause is from common property then the excess will be met by the Owners Corporation.
Fee Collection procedure	Interest will be charged against the member once fees become 28 days overdue from the due date at the penalty interest rate.
Fee Collection procedure	An administration charge of \$60 is to be charged by the Owners Corporation Manager to handle the payment of fees that become 56 days overdue.
Cost Recovery from debts and breaches	The Owners Corporation may recover, as a debt due from the lot owner or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2007

	or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.
Delegation of powers to the Committee	<p>The Owners Corporation delegates to the Committee of the Owners Corporation the powers and functions of the Owners Corporation under section 11 of the Owners Corporations Act 2006 except:</p> <ul style="list-style-type: none"> a) a power of function requiring a unanimous resolution or a special resolution; or b) giving notice of an annual general meeting or special general meeting; or c) the power to remove the committee or officer of the owners corporation; or d) the power or function to terminate a Manager's Appointment unless so resolved at the annual general meeting of the Owners Corporation. <p>Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.</p>
Delegation to Manager	The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 2 – Model Rules for an Owners Corporation – Effective 2nd December 2018

Regulation 11

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

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

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2. Committees and Sub-Committees**2.1 Functions, Powers and Reporting of Committees and Sub-Committees**

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

3. Management and Administration**3.1 Metering of Services and Apportionment of Costs of Services**

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

4. Use of Common Property**4.1 Use of Common Property**

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

4.2 Vehicles and Parking on Common Property

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

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

4.3 Damage to Common Property

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

5. Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

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

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7. Dispute Resolution

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

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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



Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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