

28/5

John Hopkins - Version 1



NORTHWOOD
FITZROY NORTH

CONTRACT OF SALE

Name GRE Property Pty Ltd

Apartment number 408

IMPORTANT NOTICE TO THE PURCHASER

If section 57(1) of the consumer affairs legislation amendment (reform) act 2010 applies, then:

- Subject to the limit set by section 9AA(1)(B) of the sale of land act 1962, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract; and
- A substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day of which the purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which the purchaser signs the contract of sale for that lot and the day on which the purchaser becomes the registered proprietor.

392 ST GEORGES ROAD FITZROY NORTH

Contract of Sale

(Version 1 – Residential and Commercial
John Hopkins)

Northwood Apartments

Lot PT608
392 St Georges Road, Fitzroy North, 3068

LOGIE-SMITH LANYON

LAWYERS

Level 12
575 Bourke Street
Melbourne Vic 3000
Tel: +61 3 9628 4100
Fax: +61 3 9620 0711
Reference: KCR:2141308
www.logielaw.com

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: See Front Page

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 Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached and 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 full terms of this contract.

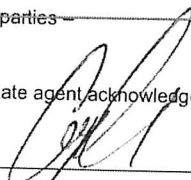
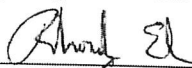
The authority of a person signing –

- 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:



GARRY ELSAM & RHONDA ELSAM on 6 / 12 / 2014

Print name(s) of person(s) signing

State nature of authority, if applicable Directors

This offer will lapse unless accepted within ~~30~~ clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

Michael Dib
Sole Director of Five Sisters Apartments Pty Ltd on 09 / 12 / 2014

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 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 Professional Act 2004, under section 53A of the Estate Agents Act 1980.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

(a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;

(b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and

(c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

PARTICULARS OF SALE

Vendor's estate agent

Name:	JOHN HOPKINS PROPERTY PTY LTD - ABN 88131937810				
Address:	Level 8, 99 William Street, Melbourne VIC 3000 Ph: 1300 726 082 Fax: 1300 726 132				
Telephone:	Fax:	Ref:	Email:		

Vendor

Name:	Five Sisters Apartments Pty Ltd ACN 165 257 723
Address:	Unit 46, Level 1, 255 Drummond Street, Carlton, 3053

Vendor's Legal Practitioner

Name:	Logie-Smith Lanyon				
Address:	Level 12, 575 Bourke Street, Melbourne Vic 3000				
Telephone:	9628 4100	Fax:	9620 0711	Ref:	Tina Birk
Email:	fivesisters@logielaw.com				

Purchaser

Name(s):	GRE PROPERTY PTY LTD AND OR NOMINEE				
Address:	SUITE M, Level 1, 450 Chapel Street South Yarra Vic 3141				
Telephone:	1800 210 834	Email:	mark@mwwm.com.au		

FIRB



Unless this box is ticked, the Purchaser warrants to the Vendor that the Purchaser is not a foreign person within the meaning of the Foreign Acquisitions and Takeovers Regulations

Purchaser's legal practitioner or conveyancer

Name:	TISHER LINER FC LAW				
Address:	ABN 96 236 404 070 Level 2, 333 Queen Street,				
Telephone:			Fax:	Melbourne VIC 3000	
Ref:			Email:	Tel: 03 8600 9333 Fax: 9670 6359	

Fax: 9670 6359

Jonathan Tisher - jtisher@tlfc.com.au

LAND (general conditions 3 and 9)

The land is **Lot PT 608** on proposed Plan of Subdivision PS732300F being PART of the land described in the table below –

Certificate of Title reference	being lot	on plan
Volume 5304 Folio 731	Lot 1	Title Plan 253985Y
Volume 5188 Folio 575	Lot 1	Title Plan 254656P
Volume 5066 Folio 154	Lot 1	Title Plan 529089T

The land includes all improvements and fixtures.

Contract of Sale
Logie-Smith Lanyon

RE




PROPERTY ADDRESS

The address of the land is: Lot 1608, 392 St Georges Road, Fitzroy North, together with any improvements.

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)
As per attached Schedule of Finishes, Fixtures and Fittings.

PAYMENT (general condition 11)

Price	\$ 470,000	
Deposit	\$ 47,000	by 12/12/2015 (of which \$ 20,000 has been paid). If no date is inserted then the Deposit is due 14 days from the day of sale.
Balance	\$ 423,000	payable at Settlement.

GST (general condition 13)

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

Where the Land is a Residential Apartment GST is included in the Price

Where the Land is not a Residential Apartment the Price is "plus GST"

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

Not applicable

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

Not applicable

SETTLEMENT (general condition 10)

is due in accordance with Special Conditions 6.1 and 18

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

10 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.

Not applicable

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.

Not applicable

RE

- (i) the parties agree to vary the terms of this Contract so that it complies with the *Domestic Building Contracts Act 1995*;
 - (ii) the Purchaser shall not be entitled to claim for any compensation for any failure to comply with the *Domestic Building Contracts Act 1995*; and
 - (iii) any such variation shall not be a defect in the title of the Vendor, and the Purchaser shall not be entitled to rescind this Contract or delay settlement as a result of any such variations.
- (d) In satisfying Special Condition 13(c) the Vendor shall not be required to vary the terms and conditions of the Major Domestic Building Contract in Special Condition 13(a).

14 Deposit

14.1 Payment

In addition to General Condition 11.2 the Purchaser must, on the due date for payment, pay the Deposit in full by way of bank cheque.

14.2 Deposit to be Invested

- (a) The Purchaser authorises the Vendor's Legal Practitioner to invest the Deposit on trust for the Purchaser in a separate interest bearing trust account at a bank (as defined in the *Banking Act 1995* (Cth) until the registration of the Plan of Subdivision.
- (b) When the Plan of Subdivision is registered, the Deposit must be held by the Vendor's Legal Practitioner as stakeholder in accordance with Section 24 of the Act.

14.3 Interest on Deposit

- (a) The Purchaser shall not be entitled to any compensation for loss of interest, costs, fees or other expenses arising out of the investment of the Deposit and the Purchaser forever releases the Vendor's Legal Practitioner from all claims in that regard.
- (b) Notwithstanding any other provision in this Contract the Vendor agrees that where the Purchaser has paid the Deposit due under this Contract wholly in cash, and the Purchaser has settled under this Contract any interest earned on the Deposit shall be paid to the Purchaser at settlement of this Contract. The Vendor's Legal Practitioner shall place the Deposit into an interest bearing term deposit account with an acceptable Australian Bank.
- (c) The Purchaser must provide the Vendor's Legal Practitioner with its Tax File Number, which must be provided at the time the Deposit is due to be paid under this Contract.

- (d) The Purchaser acknowledges that if it fails to notify the Vendor's Legal Practitioner of its Tax File Number, withholding tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.

14.4 GST payable on Deposit

If this Contract is rescinded by the Vendor due to default by the Purchaser, the Purchaser shall immediately be obliged to pay to the Vendor:-

- (a) any part of the Deposit which remains unpaid;
- (b) the difference (if any) between the Deposit and the amount which is 10% of the Price; and
- (c) an amount equal to the GST payable by the Vendor upon 10% of the Price.

8. NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the property of which the vendor might reasonably be expected to have knowledge, including any notice of any current land use restriction given under the *Agricultural and Veterinary Chemicals (Control of Use) Act 1992 (Vic)* due to contamination and/or any notice pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986 (Vic)* – Nil to the Vendor’s knowledge, however the Vendor has no means of knowing the decision of all authorities.

9. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Attached is a copy of a notice or certificate issued under Subdivision 5 of Division 2 of the *Planning and Environment Act 1987 (Vic)* in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987 (Vic)*): Not applicable

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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)*:
Not Applicable

DATE OF THIS STATEMENT

..25...../AUGUST../2014

Name of the Vendor

For and on behalf of Five Sisters Apartments Pty Ltd

Signature of the Vendor

X

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

DATE OF THIS ACKNOWLEDGMENT

.....6...../.....12...../2014

Name of the Purchaser

GRE Property Pty Ltd and or nominees.

Signature/s of the Purchaser

X

Garry Elsum and Rhonda Elsum directors of GRE Property Pty Ltd atf Elsum Retirement Fund atf GRE Super Pty Ltd atf Elsum Retirement Fund

2815

Register Search Statement - Volume 11631 Folio 254

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

VOLUME 11631 FOLIO 254

Security no : 124058951807B
Produced 04/02/2016 10:46 am

LAND DESCRIPTION

Lot G08 on Plan of Subdivision 732300F.
PARENT TITLE Volume 11621 Folio 990
Created by instrument PS732300F 03/02/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FIVE SISTERS APARTMENTS PTY LTD of UNIT 46 LEVEL 1 255 DRUMMOND STREET
CARLTON VIC 3053
PS732300F 03/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL078496L 13/05/2014
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AL871725A 08/05/2015
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS732300F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS732300F (S)	PLAN OF SUBDIVISION	Registered	03/02/2016

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

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS732300F

DOCUMENT END

2015

TISHER LINER FC LAW
BUSINESS PROPERTY LITIGATION

24 March 2016

CONTACT: Naomi Wilde
DIRECT EMAIL: nwilde@tlf.com.au
PRINCIPAL: Jonathan Tisher
OUR REF: JT:NW:150035
YOUR REF:

The Directors of
GRE Property Pty Ltd and
Garry Elsum and Rhonda Elsum
12 Kenthurst Court
LILYDALE VIC 3140

By email: garry.elsum@znx.com.au

Dear Garry and Rhonda,

Re: Purchase from Five Sisters Apartments Pty Ltd
Property: Lot G08, 392 St Georges Road, Fitzroy North

We refer to the above matter and advise that settlement has been arranged for 29 March 2016 at 3.30pm.


We now enclose the following documents for your attention:-

1. A copy of the Statement of Adjustments, showing an apportionment of the council rates, water rates, owners corporation insurance and land tax on a lot liability basis together with an adjustment of owners corporation fees;
2. Our Account for costs and disbursements incurred as a result of this transaction. We advise that a cheque for payment of the Account will be drawn from the mortgagee at settlement;
3. Settlement Statement detailing disbursement of monies in this transaction;
4. Owners Corporation Certificate.

We confirm that Westpac Banking Corporation will be advancing the sum of \$309,000.00 at settlement and you will be required to provide the shortfall of \$118,716.67. Westpac Bank have advised they hold authority to debit your nominated account for shortfall funds. Please ensure you have enough funds in your account by 9.00am on the morning of settlement.

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

Yours faithfully
TISHER LINER FC LAW PTY LTD

per: 
Jonathan Tisher
Principal
Accredited Property Law Specialist
Enc.



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Accredited Specialists in Property Law, Commercial Litigation, Business Law, Family Law and Mediation



Level 2, 333 Queen Street Melbourne Victoria 3000
DX 181 Melbourne
Telephone (03) 8600 9333 Email info@tlf.com.au Facsimile (03) 9670 6359 Website www.tlf.com.au
Tisher Liner FC Law Pty Ltd ABN 96 236 404 070

Liability limited by a scheme approved under Professional Standards Legislation

Statement of Adjustments

Vendor: FIVE SISTERS APARTMENTS PTY LTD
Purchaser: GRE PROPERTY PTY LTD
Property: Lot G08, 392 ST GEORGES ROAD, FITZROY NORTH VIC 3068
Adjustment Date: 29 MARCH 2016
Settlement Date: 29 MARCH 2016

	Vendor Allows	Purchaser Allows
CITY OF YARRA		
\$13,647.05 (1/7/2015 to 30/6/2016) Paid to 30/6/2016 On a lot liability basis 90/6900 = \$ 178.01 Purchaser allows 93 days		\$ 45.23
CITY WEST WATER		
Annual charges combined (Drainage & Parks) \$2,629.88 (1/7/2015 to 30/6/2016) Paid to 30/6/2016 On a lot liability basis 90/6900 = \$ 34.30 Purchaser allows 93 days		\$ 8.72
STATE LAND TAX		
\$84,601.00 (01/01/2016 to 31/12/2017) On a lot liability basis 90/6900= \$1,103.48 Paid to 31/12/2016 Purchaser allows 277 days		\$ 835.15
¹OWNERS CORPORATION FEES – OC1		
\$2,002.05 (11/3/2016 to 31/3/2017) Paid to 31/3/2017 Purchaser allows 367 days		\$1,908.45
²WATER CONNECTION FEE		
		\$ 385.15
ELECTRICITY CONNECTION FEE		
		\$ 534.60
³TAX WITHOLDING		
		\$ 404.00
DISCHARGE OF MORTGAGE	\$ 228.00	
TOTAL	\$ 228.00	\$4,121.30
LESS AMOUNT PAYABLE BY VENDOR		\$ 228.00
PURCHASER ALLOWS		\$3,893.30

Settlement Statement

Purchase Price		\$470,000.00
Less Deposit Paid	\$47,000.00	
Vendor allows interest to Purchaser	\$ 444.96	
Adjustments Allowed by Purchaser		\$3,893.30
Balance due to Vendor		\$426,448.34

Cheques

Gadens		\$ 110.00
Owners Corporation No PS732300F		\$2,002.05
Logie-Smith Lanyon		\$ 715.00
ANZ on a/c of Five Sisters Apartments Pty Ltd		\$423,621.29
		<u>\$426,448.34</u>

E & O E

1. **Owners Corporation Fees**
Please note this figure includes OC Insurance for the first year and has been adjusted from 11 March 2016 to 31 March 2017.
2. **Water Connection Charge and Electricity Connection Charge**
In accordance with Special Condition 21.4 of the Contract of Sale.
3. **Tax Withholding**
Pursuant to Special Condition 14.3(d) of the Contract of Sale, withholding tax is deducted from the interest earned on the invested deposit

24 March 2016

CONTACT: Naomi Wilde
DIRECT EMAIL: nwilde@tlfc.com.au
PRINCIPAL: Jonathan Tisher
OUR REF: JT:NW:150035
YOUR REF:

The Directors of
GRE Property Pty Ltd and
Garry Elsum and Rhonda Elsum
12 Kenthurst Court
LILYDALE VIC 3140

TAX INVOICE

**RE: Purchase from Five Sisters Apartments Pty Ltd
Purchase of Lot G08, 392 St Georges Road, Fitzroy North**

PROFESSIONAL COSTS

To our professional costs of and incidental to acting on your behalf in the purchase of the above property including preparation of all documentation required for settlement, conducting relevant searches, liaising with the Mortgagee, the Vendor's Representative and the relevant Authorities and all necessary correspondences and attendances required to bring this matter to completion including skill, care and attention.

	Amount
OUR COSTS EXCLUSIVE OF GST	\$ 995.00
GST	\$ 99.50

DISBURSEMENTS SUBJECT TO GST

	Amount
Copying, telephone, scanning & printing	\$ 49.75
Final Search Fee	\$ 6.50
SAI Global - searches and certificates	\$ 65.41
GST on Disbursements	\$ 12.17
TOTAL DISBURSEMENTS	\$ 133.83
TOTAL AMOUNT TO BE PAID AT SETTLEMENT	\$ 1,228.33

Please note that this account includes GST in the sum of \$111.67

Accounts are payable within 30 days.

The file in this matter (excluding original Documents) may be destroyed seven years from the date of our final account unless you write to us requesting retention for a longer period.

If you have any concern about our legal costs or our legal services, please do not hesitate to speak to Jonathan Tisher. If we cannot satisfactorily resolve your concern with you, you may:

(f)

Accredited Specialists in Property Law, Commercial Litigation, Business Law, Family Law and Mediation



Level 2, 333 Queen Street Melbourne Victoria 3000
DX 181 Melbourne

Telephone (03) 8600 9333 Email info@tlfc.com.au Facsimile (03) 9670 6359 Website www.tlfc.com.au
Tisher Liner FC Law Pty Ltd ABN 96 236 404 070

- A. If you retained Tisher Liner FC Law Pty Ltd before 1 July 2015 the *Legal Profession Act 2004* (the Act) applies and your options are:
1. Pursuant to Division 7 of Part 3.4 of the Act, you may seek a costs review within 12 months after the bill was given or a request for payment was made to the client or third party payer, or the costs were paid, if neither a bill was given nor a request was made.
 2. Pursuant to section 3.4.32 of the Act, you may apply to VCAT to have any costs agreement set aside.
 3. Pursuant to Chapter 4 of the Act, you may make a complaint to the Legal Services Commissioner within 60 days after the legal costs are payable or, if an itemised bill is requested, within 30 days after the itemised bill is provided.
- B. If you retained Tisher Liner FC Law Pty Ltd on or after 1 July 2015 the *Legal Profession Uniform Law* (the Uniform Law) applies and your options are:
1. Pursuant to Division 7 of Part 4.3 of the Uniform Law, you may seek a costs assessment within 12 months after the bill was given or a request for payment was made to the client or third party payer, or the costs were paid, if neither a bill was given nor a request was made.
 2. Pursuant to Chapter 5 of the Uniform Law, you may seek the assistance of the Victorian Legal Services Commissioner within 60 days after the legal costs are payable or, if an itemised bill is requested, within 30 days after the itemised bill is provided.
- Unless** you are a commercial or government client as defined by section 170 of the Uniform Law in which event only option 2 above is available to you.

Interest

Section 3.4.21 of the *Legal Profession Act 2004* allows for interest to be charged on unpaid costs for legal services in accordance with Rule 3.4.3 of the *Legal Profession Regulations* at a rate of 2 per cent higher than the Cash Rate Target, as specified by the Reserve Bank of Australia as at the date of the invoice, if the costs remain unpaid after 30 days or more.

Section 195 of the *Legal Profession Uniform Law* allows for interest to be charged on unpaid costs for legal services in accordance with Rule 75 of the *Legal Profession Uniform General Rules 2015* at a rate of 2 per cent higher than the Cash Rate Target, as specified by the Reserve Bank of Australia as at the date of the invoice, if the costs remain unpaid after 30 days or more.

E. & O.E.

With Compliments
TISHER LINER FC LAW PTY LTD
Per: Jonathan Tisher

Settlement Statement

Tisher Liner FC Law

Re: GRE Property Pty Ltd purchase from Five Sisters Apartments Pty Ltd
Property: Lot G08, 392 St Georges Road, Fitzroy North

Description	Paid	Received
Purchase price		\$ 470,000.00
Rate and other adjustments		\$ 3,893.30
Tisher Liner FC Law – payment of account		\$ 1,228.33
Westpac Banking Corporation – bank cheque fees		\$ 40.00
Deposit monies	\$ 47,000.00	
Less interest earned on deposit monies	\$ 444.96	
Westpac Banking Corporation – amount to be advanced at settlement	\$ 309,000.00	
Amount required to complete settlement	\$ 118,716.67	
	\$ 475,161.63	\$ 475,161.63

Yours faithfully
TISHER LINER FC LAW
per:

Prepared on 24 March 2016
JT:NW:150035



WE MANAGE TO MAKE A DIFFERENCE

PO Box 8084
Brunswick East Victoria 3057
Telephone: 03 9495 0005
Facsimile: 03 9495 0009
info@stateownerscorp.com
www.stateownerscorp.com
ACN 160 641 145

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation No: **PS732300F**

Property Address: **LOT G08/ 392 ST GEORGES ROAD NORTH FITZROY 3068**

This certificate is issued for lot G08 on Plan of Subdivision No: **PS732300F** The postal address of which is State Owners Corp Pty Ltd, PO Box 8084, Brunswick East Vic 3057

Applicant for the certificate is: LOGIE-SMITH LANYON LAWYERS

Address for delivery of certificate: cmcdaid@logielaw.com

Date that the application was received: 11/03/2016

The information in this certificate is issued on: 14/03/2016

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

1. The current fees for the above lot are:

The current fees for the above lot are \$1,943.48 per annum for the period 01/04/2016 – 31/03/2017
Note: Due Date for fees is 21/03/2016

2. The date to which the fees for the lot have been paid up to is:

Not applicable

3. The total of any unpaid fees or charges for the lot are:

The unpaid fees total \$2002.05 which includes the annual levy for the period 01/04/2016 – 31/03/2017 and the Special Levy Adjustment for the period 21/03/2016 – 31/03/2016.
Please note that the due date for the unpaid fees is **21/03/2016**

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

Special Levy Adjustment: Pro-rata figure for the period 21/03/2016 – 31/03/2016 based on year one expenses for the sum of \$58.57 struck 11/03/2016 and due on **21/03/2016**

5. The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

6. The owners corporation presently has the following insurance cover

Insurer: STRATA COMMUNITY INSURANCE
Policy No: VRSC16001019
Kind of Policy: RESIDENTIAL STRATA INSURANCE PLAN
Building sum Insured: \$15,000,000.00
Public Liability sum Insured: \$20,000,000.00
Buildings covered: 392 ST GEORGES ROAD NORTH FITZROY 3068
Renewal date: 11/03/2017

7. Has the owners corporation resolved that the members may arrange their own insurance, under Section 63?

NO

8. The total funds held by the owners corporation

Nil

9. The owners corporation has no other known liabilities, other than those shown in other parts of this certificate, [except]:

NIL

10. The owners corporation has not granted any lease or licence, known to the owners corporation or entered into any agreement or contract which affects the common property [except]:

CONTRACTS

1. State Owners Corp for 10 years for Owners Corporation Management
2. ADT Fire Monitoring for 3 years for Fire Alarm Monitoring
3. Xpress Cleaning Services Pty Ltd for 5 years for Cleaning/Caretaking
4. IDump Waste Pty Ltd for 10 years for Waste Collection Services

LICENCE/LEASE AGREEMENTS

1. Bulk Hot Water Agreement with Origin Energy Retail Limited relating to the supply of Hot Water Services
2. Licence Agreement with WINenergy Pty Ltd relating to the establishment and operation of an electrical embedded network at the property.
3. Lease Agreement for Electrical Substation situated in basement car park.

11. The owners corporation has not made any agreements to provide services to lot owners, occupiers or the public [except]:

NIL

12. The owners corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied [except]:

There are no notices or orders as at the date of issuing the certificate

13. The owners corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:

The manager is not aware of any legal proceedings as at the date of issuing the certificate

14. The owners corporation has appointed a manager as follows -

Name of registered manager: State Owners Corp Pty Ltd – ABN 44 160 641 145
Business Address: PO Box 8084, Brunswick East VIC 3057
Registration Number: 000728

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

The manager is not aware of any proposal to appoint an Administrator as at the date of issuing the certificate

16. The minutes of the most recent annual general meeting of the owners corporation are attached.

17. The rules of the owners corporation are the Special Rules, which are attached.

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: **State Owners Corp Pty Ltd, PO Box 8084, Brunswick East VIC 3057**

This owners corporation certificate was prepared by:



Sarah Awad of State Owners Corp Pty Ltd as delegate of the owners corporation.

THE COMMON SEAL of OWNERS CORPORATION NO 1 PLAN NO PS732300F 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.



- THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:
- The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
- The information is subject to change without notice.
- You are advised that this Certificate has been sealed electronically.
Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not accept to the affixing of the seal electronically as required under Section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal shall be affixed.