

Kim Reed - Licensed Conveyancer  
Licence No. 00355L  
ABN 42 834 366 731

## CONTRACT OF SALE



# CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

## SIGNING 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

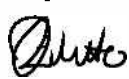

  
**SIGNED BY THE PURCHASER** ..... on **28/05/2022**

print name of person signing: Jeremy Christopher Poynton

state nature of authority if applicable

(e.g. "director", "attorney under power of attorney") .....

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

  
**SIGNED BY THE VENDOR** .....  on **28/05/2022**

print name of person signing: Julie Catherine Seletto as Director for Seed Property Investments Pty Ltd

Robert David Simpson as Director for Seed Property Investments Pty Ltd

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney") .....

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

## IMPORTANT NOTE TO PURCHASERS

### Cooling-off period

### Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid **EXCEPT** for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS** – The 3-day cooling-off period does not apply if-

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

J.P



## PARTICULARS OF SALE

REAL ESTATE AGENT: Marshall White Brighton  
Level 1, 225 Bay Street Brighton VIC 3186  
Tel: 9822 9999

VENDOR: Seed Property Investments Pty Ltd A.C.N 156 667 006

### VENDORS

CONVEYANCER: **SARGEANTS – BAYSIDE CONVEYANCING**  
**Kim Reed & Brooke Downie**  
Conveyancing and Property Transfer Specialists  
Office 16, 328 Reserve Road, CHELTENHAM 3192  
Tel: 9589 6988 Email: [info@sargeantsbayside.com.au](mailto:info@sargeantsbayside.com.au)

PURCHASERS: Jeremy Christopher Poynton

160 Head Street, Brighton Victoria 3186

### PURCHASERS

REPRESENTATIVE: Thompson & Thompson Theana  
145 Koornang Road, Carnegie Victoria 3163  
Theana [theana@thompsonandthompsonlawyers.com.au](mailto:theana@thompsonandthompsonlawyers.com.au)

STREET ADDRESS: **6/503 St Kilda Street, Elwood VIC 3184**

LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title VOLUME **9987 FOLIO 846 and 850**

GOODS: All fixed floor coverings, existing window furnishings and electric light fittings.

PRICE \$621,000

DEPOSIT \$62,100 by 30/05/2022 (of which \$20,000 has been paid)

BALANCE \$558,900

PAYMENT OF BALANCE is due on the 27/07/2022

being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the Land and Goods shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

*If the vendor **is** required to collect GST and the price above does **not** include GST you must write the words "**plus GST**" in the appropriate box headed GST on the following page  
If the purchaser is **not** entitled to vacant possession of the land being sold you must write the words "**subject to lease**" in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

28/05/2022 28/05/2022

28/05/2022

J.P

31/05/2022



### GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or 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**' to this box

### Settlement

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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:

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

### Encumbrances

This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

### Special conditions

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

### Loan (refer to general conditions 14)

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

Lender:

Loan Amount:

Approval date:

28/05/2022

28/05/2022

28/05/2022



## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

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Supplier's Business Address:

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Supplier's Email Address:

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Supplier's Phone Number:

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Supplier's proportion of the GST Withholding Payment:

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If more than one supplier, provide the details above for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

\* if yes, the GST inclusive market value of non-monetary consideration:

Other details (including those required by regulation or the ATO forms):



## **GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS**

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.



## Special Conditions

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

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

### Special condition 1 – 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.

### \*Special condition 1B – Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this 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 clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 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 \$750,000.00 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 the 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 and 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 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 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. Special condition 2 ceases to apply from when such a notice is given.
- 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. IDENTITY OF THE LAND SOLD

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

## 4. PLANNING

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

## 5. BUILDINGS AND GOODS

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other



structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

#### **6. SOLAR PANELS**

The vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

#### **7. RESTRICTIONS**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

#### **8. WARRANTIES AND EXCLUSIONS**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

#### **9. MARKETING MATERIAL**

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

#### **10. INTEREST AND COSTS PAYABLE ON DEFAULT**

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

#### **11. GOODS**

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies.

#### **12. PURCHASER RESIDENT OF OR ENTITLED TO PURCHASE LAND IN AUSTRALIA**

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

#### **13. GST**

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

#### **14. MERGER**

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.



## 15. STAMP DUTY

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

## 16. STAMP DUTY - MORE THAN ONE PURCHASER

(a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name: ..... %

Name: ..... %

Name: ..... %

Total 100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

## 17. STATE REVENUE OFFICE DUTIES FORM

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

(a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number.

(b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties.(Settlement Date)

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

## 18. ACCEPTANCE OF TITLE

General Condition 12.4 will be added to the General Conditions in the contract. Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and specific objection to the vendor's Title.

## 19. DEPOSIT BOND OR BANK GUARANTEE

The deposit cannot be paid in whole or in part by way a Deposit Bond OR A Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

## 20. NON PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.



## **21. ADJUSTMENTS**

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendor.

## **22. AMENDMENT AND INTERPRETATION OF THE GENERAL CONDITIONS**

The following General Conditions shall not apply to this contract –24.4, 24.5, 24.6

The following General Conditions are amended as follows:-

26. Delete “2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**” and insert “16%”

## **23. ELECTRONIC SIGNATURE**

- 23.1 In this special condition “electronic signature” means a digital signature or a visual representative of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 23.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 23.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 23.4 The Contract may be electronically signed in any number or counterparts which together with constitute the one document.
- 23.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 23.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

## **24. AUSTRALIAN CONSUMER LAW**

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

- 24.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and
- 24.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and
- 24.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

## **25. POOL and SPA COMPLIANCE**

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

## **26. CONTRACT VARIATION**

The Purchaser acknowledges and agrees that the Vendor will incur additional legal fees as a result of the Purchaser requesting variations to the Contract. The purchaser agrees to pay the sum of \$88.00 to the Vendors Representative, in addition to any amounts due to the Vendor, for each separate request for an extension of the date for loan approval, or the date for settlement and any other variations to the Contract and such sum shall be allowed by the Purchaser at settlement.



**27. CHRISTMAS PERIOD**

The due date for settlement stipulated in the Particulars of Sale must not be between 21 December 2022 and 07 January 2023 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 11 January 2023.



# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract 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**, save that General Condition 12.4 has been added.
- 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 the 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 any personal property —

(a) that —

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

and

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

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

**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 or must be described by serial number in the Personal Property Securities Register; or

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

**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 Properties 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. Builder warranty insurance**  
The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors 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 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 or 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) 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 do 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.
- 12.4 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.

## 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 a going concern and the supply (or 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 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 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 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.



## GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the 28th day of May 2022

SIGNED SEALED AND DELIVERED

by the Guarantors .....

.....  
in the presence of:

Witness .....



## VENDOR STATEMENT



# Due Diligence Checklist

## What you need to know before buying a residential property

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



# **SARGEANTS BAYSIDE CONVEYANCING**

Phone: 9589 6988

ALL MAIL TO: Office 16, 328 Reserve Road, Cheltenham, 3192.

Our Ref: 14450

This firm holds professional indemnity insurance against civil liability

## **SECTION 32 STATEMENT**

### **PARTICULARS OF SALE**

**VENDOR:** Seed Property Investments Pty Ltd A.C.N. 156 667 006  
**STREET ADDRESS** **6/503 St Kilda Street, Elwood VIC 3184**  
**LAND BEING SOLD** The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title  
**VOLUME 9987 FOLIO 846 & 850**  
**IMPORTANT NOTICES TO PURCHASER**

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

### **FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$6,000**
- (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 above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

### **INSURANCE**

#### **Damage or Destruction**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### **Owner Builder**

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence. **NOT APPLICABLE**

### **LAND USE - RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :- **NONE TO THE VENDORS KNOWLEDGE**

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

### **ROAD ACCESS**

**There is access to the property by road**



### **BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

### **FLOOD PRONE AREA**

The property is in a flood prone area unless there is a Building regulations Certificate 2006 or other certificate herein that specifically states otherwise.

### **TERMITE INFESTED AREA**

The property is in a termite infested area unless there is a Building regulations Certificate 2006 or other certificate herein that specifically states otherwise. However it is recommended that you make your own investigations as to whether protective measures are to be provided as termite and other pest infestation can occur at any time.

### **PLANNING AND ROAD ACCESS** - Information concerning any planning instrument -

- (a) Name of planning scheme is : **REFER TO ATTACHED CERTIFICATE**
- (b) The name of the responsible authority is: **REFER TO ATTACHED CERTIFICATE**
- (c) The zoning of the land is: **REFER TO ATTACHED CERTIFICATE**
- (d) The name of any planning overlay affecting the land: **REFER TO ATTACHED CERTIFICATE**

**The planning instrument does not prohibit the construction of a dwelling house on the land.**

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

**NOTICES** - Particulars of any notice, order, declaration, report, 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.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force)
- (c) Agricultural chemicals  
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- (e) Compulsory acquisition  
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

**NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**



### **BUILDING APPROVALS**

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).

**NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE**

### **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

### **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

**NOT APPLICABLE**

**SERVICES** - Information concerning the supply of the following services -

### **THE FOLLOWING SERVICES ARE CONNECTED**

Electricity supply / Gas supply / Water supply / Sewerage

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

### **TITLE**

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell

(where the vendor is not the registered proprietor/the owner in fee simple)

### **SUBDIVISION**

**NOT APPLICABLE**

### **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

**NOT APPLICABLE**

DATE OF THIS STATEMENT

*Julie Seletto*

*Robert Simpson*

06/05/2022

06/05/2022

Signature of Vendor Julie Catherine Seletto as Director for Seed Property Investments Pty Ltd  
Robert David Simpson as Director for Seed Property Investments Pty Ltd

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all



possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold. I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the foregoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

#### INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

#### PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT



28/05/2022

Signature of Purchaser .....

Jeremy Christopher Poynton

**NOTICE** The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.



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

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

VOLUME 09987 FOLIO 846

Security no : 124095757690H  
Produced 25/02/2022 08:08 AM

LAND DESCRIPTION

Lot 6 on Registered Plan of Strata Subdivision 036987R.  
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED  
PARENT TITLE Volume 06160 Folio 996  
Created by instrument SP036987R 14/11/1990

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SEED PROPERTY INVESTMENTS PTY LTD of GROUND FLOOR, 232 VICTORIA PARADE EAST  
MELBOURNE VICTORIA 3002  
AJ740093M 20/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ740094K 20/06/2012  
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE SP036987R 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 6 503 ST KILDA STREET ELWOOD VIC 3184

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP036987R

DOCUMENT END



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

VOLUME 09987 FOLIO 850

Security no : 124095757689J  
Produced 25/02/2022 08:08 AM

LAND DESCRIPTION

Lot 10 on Registered Plan of Strata Subdivision 036987R.  
CAR PARK  
PARENT TITLE Volume 06160 Folio 996  
Created by instrument SP036987R 14/11/1990

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SEED PROPERTY INVESTMENTS PTY LTD of GROUND FLOOR, 232 VICTORIA PARADE EAST  
MELBOURNE VICTORIA 3002  
AJ740093M 20/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ740094K 20/06/2012  
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE SP036987R 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 6 503 ST KILDA STREET ELWOOD VIC 3184

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP036987R

DOCUMENT END



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ST 00901

36987 R

ANNEXED SHEET MARKED "A" HAS BEEN  
ADDED TO THIS PLAN PURSUANT TO SECTION  
15A OF ACT 7551.  
20  
ASSISTANT REGISTRAR OF TITLES

CHART 168

PLAN OF STRATA SUBDIVISION

THE PARCEL THE WHOLE OF THE LAND DESCRIBED IN  
CERTIFICATE OF TITLE VOL. 6160 FOL. 996 BEING PART OF  
CROWN ALLOTMENT 21<sup>1</sup> PARISH OF PRAHRAN COUNTY OF  
SOURKE  
POSTAL ADDRESS OF BUILDINGS

503 ST. KILDA STREET, ELWOOD. 3184

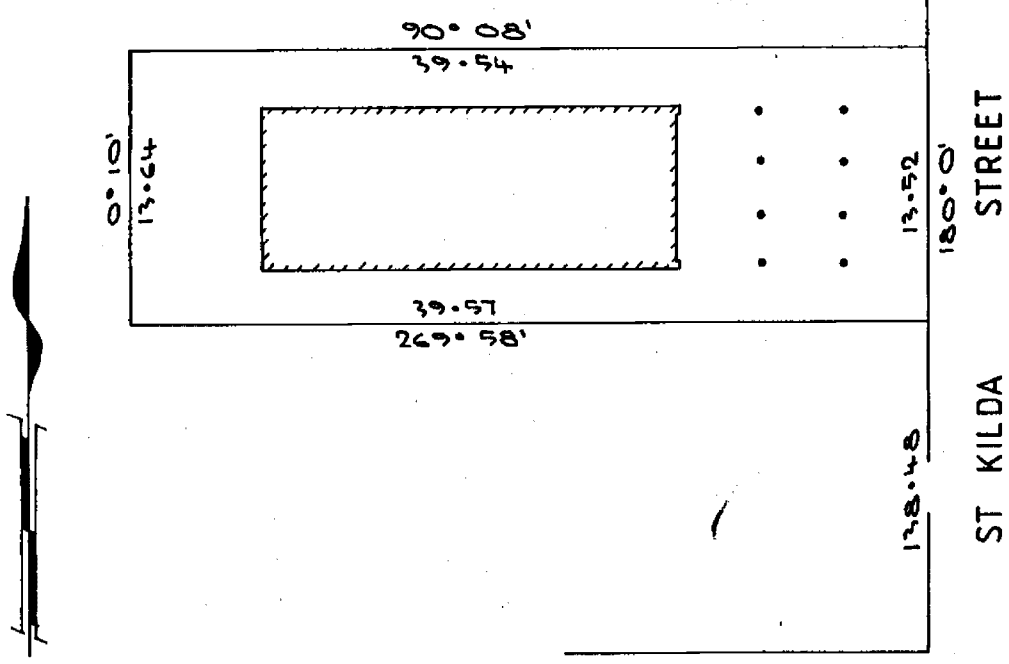
FOR CURRENT ADDRESS FOR SERVICE OF NOTICE  
SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED



TIME 7.45

DATE 14-11-90



SCALE 1:1000  
2 0 2 4 6 8 10  
LENGTHS ARE IN METRES.

Diagram showing external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

I, JOHN FRANCIS WILLIAMS OF 954 HIGH STREET PRAHRAN a Surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 5<sup>TH</sup> day of MARCH 1990 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978 and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

SIGNATURE: *J.F. Williams* DATE: 12.4.90

SEAL OF MUNICIPALITY AND ENDORSEMENT

Pursuant to Section 6(1) of the Strata Titles Act 1967 the Common Seal of the Mayor, Councillors & Citizens of the City of St Kilda was hereunto affixed this 15<sup>TH</sup> day of October 1990 in pursuance of a resolution of the Council and in the presence of --

COUNCILLOR *Melaine Goffe*  
COUNCILLOR *John Briller*  
TOWN CLERK *[Signature]*

SIGNED: *J.F. Williams*  
DATE: 12.4.90  
Sheet 1 of 3 sheets



SP 30987

**SCHEDULE FOR UNIT ENTITLEMENT AND LIABILITY****FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT****LEGEND**

THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 TO 8 ( BOTH INCLUSIVE ) IS A THREE STOREY BUILDING. THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH OF THESE UNITS IS SHOWN IN THE TABLE HEREUNDER.

**TABLE**

UNIT NO.	RELEVANT STOREY
1, 2	GROUND STOREY
3, 4, 5	FIRST STOREY
6, 7, 8	TOPMOST STOREY

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN UNITS 9 TO 16 ( BOTH INCLUSIVE ).

THE LOWER BOUNDARY OF EACH OF UNITS 1 TO 8 ( BOTH INCLUSIVE ) LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE RELEVANT DIAGRAM ON SHEET 3 HEREOF. THE UPPER BOUNDARY OF EACH OF THESE UNITS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE LOWER BOUNDARY OF EACH OF UNITS 9 TO 16 ( BOTH INCLUSIVE ) LIES WITHIN THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON DIAGRAM 1 ON SHEET 3 HEREOF. THE UPPER BOUNDARY OF EACH OF THESE UNITS IS 2.5 METRES ABOVE THAT PART OF THE SITE.

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1 TO 16 ( BOTH INCLUSIVE ).

UNITS 9 TO 16 ( BOTH INCLUSIVE ) ARE ACCESSORY UNITS.

ACCESSORY UNIT BOUNDARIES WHICH LIE ALONG WALLS, LIE ALONG THE EXTERNAL FACES OF THE WALLS.

**NOTICE OF RESTRICTION**

UNITS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED UNITS.

UNITS SPECIFIED IN COLUMN 2 HEREUNDER ARE CARPARK UNITS.

COLUMN 1	COLUMN 2
1 TO 8	9 TO 16
( BOTH INCLUSIVE )	( BOTH INCLUSIVE )

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

SIGNED:  DATE: 12-4-90



SP 36987

DIAGRAM 1

GROUND LEVEL  
AND GROUND STOREY

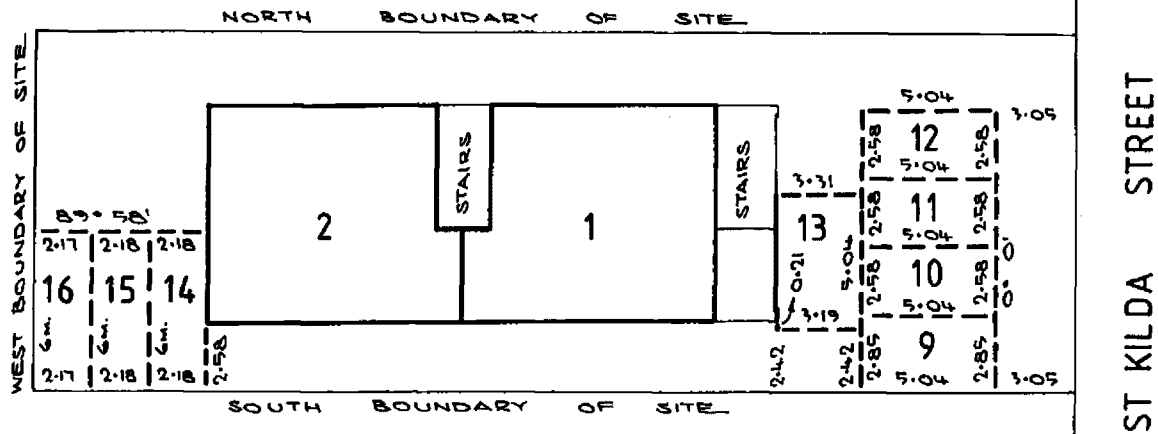
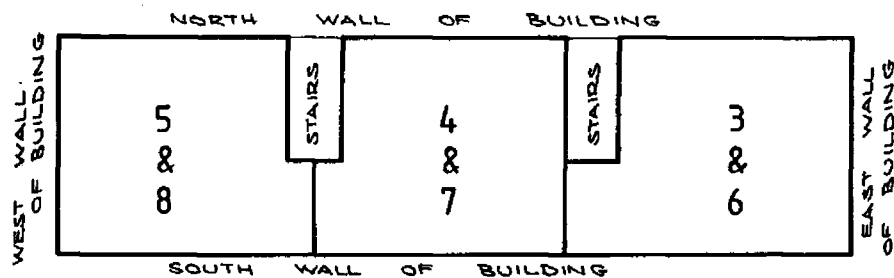


DIAGRAM 2

FIRST STOREY  
AND TOPMOST STOREY



SCALE 1:200  
2 0 2 4 6 8 10  
LENGTHS ARE IN METRES

SIGNED *[Signature]*  
DATE 12.4.20

SHEET 3 OF 3 SHEETS

REF. NO. 5862

eridge williams & co. pty. ltd.

SURVEYORS PLANNERS ENGINEERS



[illegible]





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/02/2022 08:09:43 AM

**OWNERS CORPORATION**  
**PLAN NO. SP036987R**

The land in SP036987R is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AT144658A 17/04/2020

### 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	10	10
Lot 2	10	10
Lot 3	13	13
Lot 4	12	12
Lot 5	12	12
Lot 6	10	10





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/02/2022 08:09:43 AM

**OWNERS CORPORATION**  
**PLAN NO. SP036987R**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	2	2
Lot 10	2	2
Lot 11	2	2
Lot 12	2	2
Lot 13	2	2
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
<b>Total</b>	<b>100.00</b>	<b>100.00</b>

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.



# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 25 February 2022 08:12 AM

## PROPERTY DETAILS

Address: **6/503 ST KILDA STREET ELWOOD 3184**

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

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **PORT PHILLIP** [www.portphillip.vic.gov.au](http://www.portphillip.vic.gov.au)

Council Property Number: **193040**

Directory Reference: **Melway 67 D3**

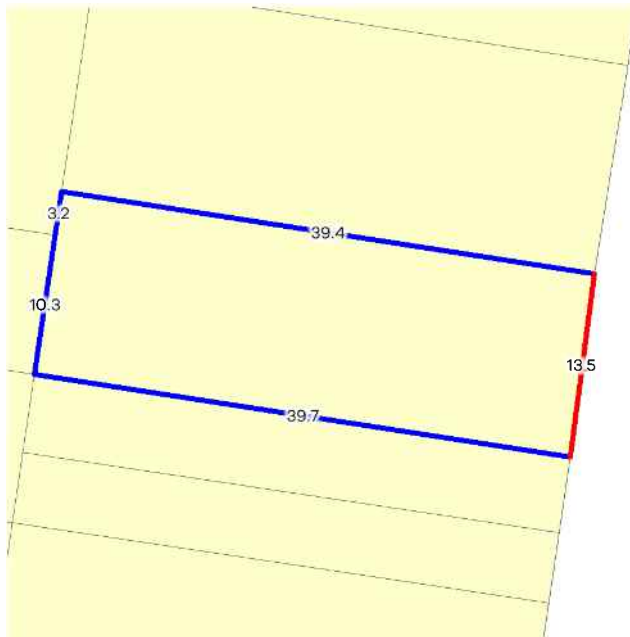
**Note:** There are 8 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

## SITE DIMENSIONS

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



**Area:** 533 sq. m

**Perimeter:** 106 m

For this property.

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## PARCEL DETAILS

Lot/Plan or Crown Description	SPI
Lot 6 SP36987	6\SP36987
Lot 10 SP36987	10\SP36987

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **BRIGHTON**



# PROPERTY REPORT

## PLANNING INFORMATION

**Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

**Planning Overlay:** [SPECIAL BUILDING OVERLAY \(SBO\)](#)  
[SPECIAL BUILDING OVERLAY - SCHEDULE 1 \(SBO1\)](#)

### Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 23 February 2022.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gav.nrms.net.au/gavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Area Map





# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 25 February 2022 08:12 AM

## PROPERTY DETAILS

Address: **6/503 ST KILDA STREET ELWOOD 3184**  
Lot and Plan Number: **More than one parcel - see link below**  
Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
Local Government Area (Council): **PORT PHILLIP**  
Council Property Number: **193040**  
Planning Scheme: **Port Phillip**  
Directory Reference: **Melway 67 D3**

[www.portphillip.vic.gov.au](http://www.portphillip.vic.gov.au)

[Planning Scheme - Port Phillip](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **BRIGHTON**

## OTHER

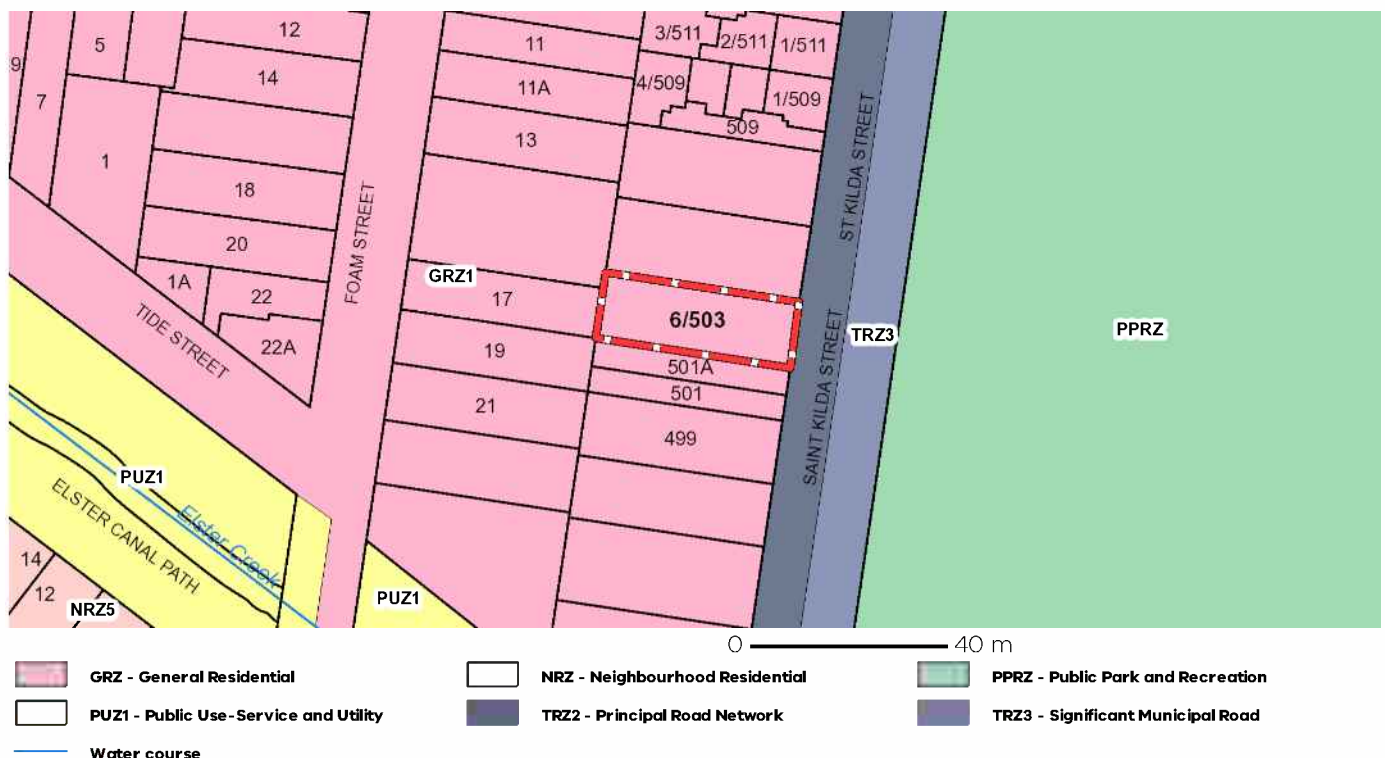
Registered Aboriginal Party: **Bunurong Land Council**  
**Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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

PLANNING PROPERTY REPORT: 6/503 ST KILDA STREET ELWOOD 3184

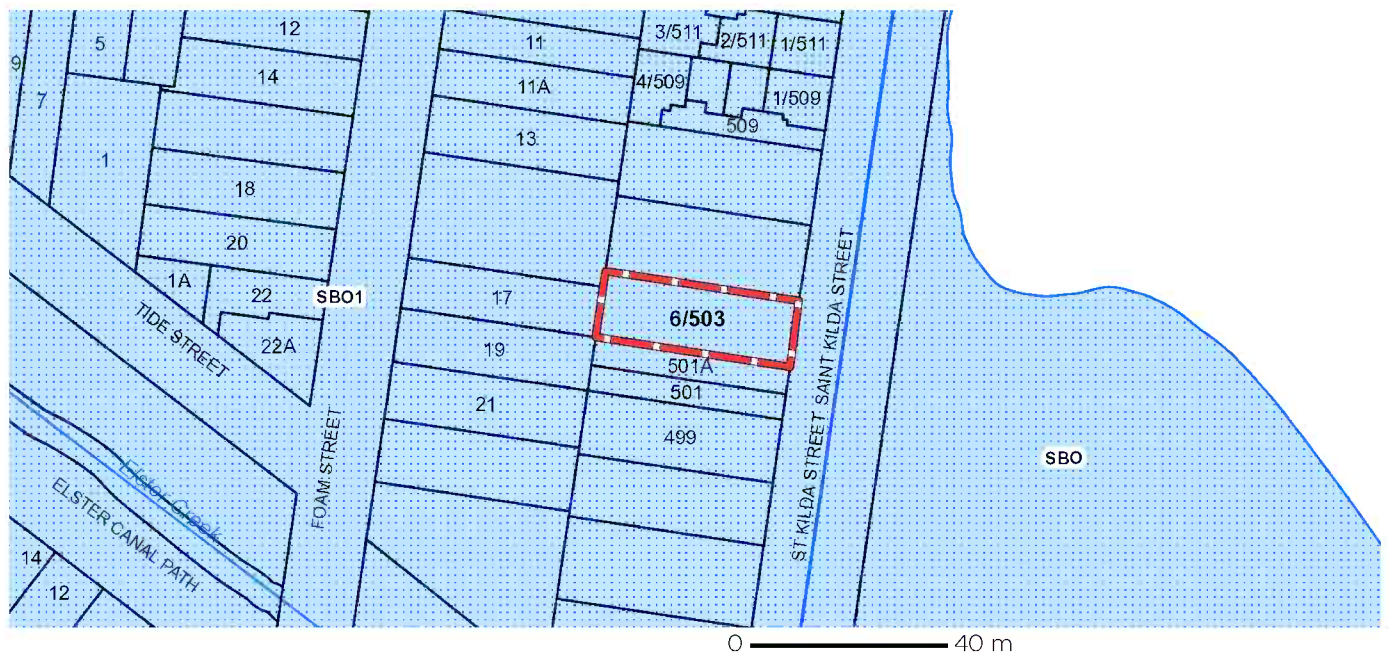
Page 1 of 5



## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

#### SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)



SBO - Special Building

Water course

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

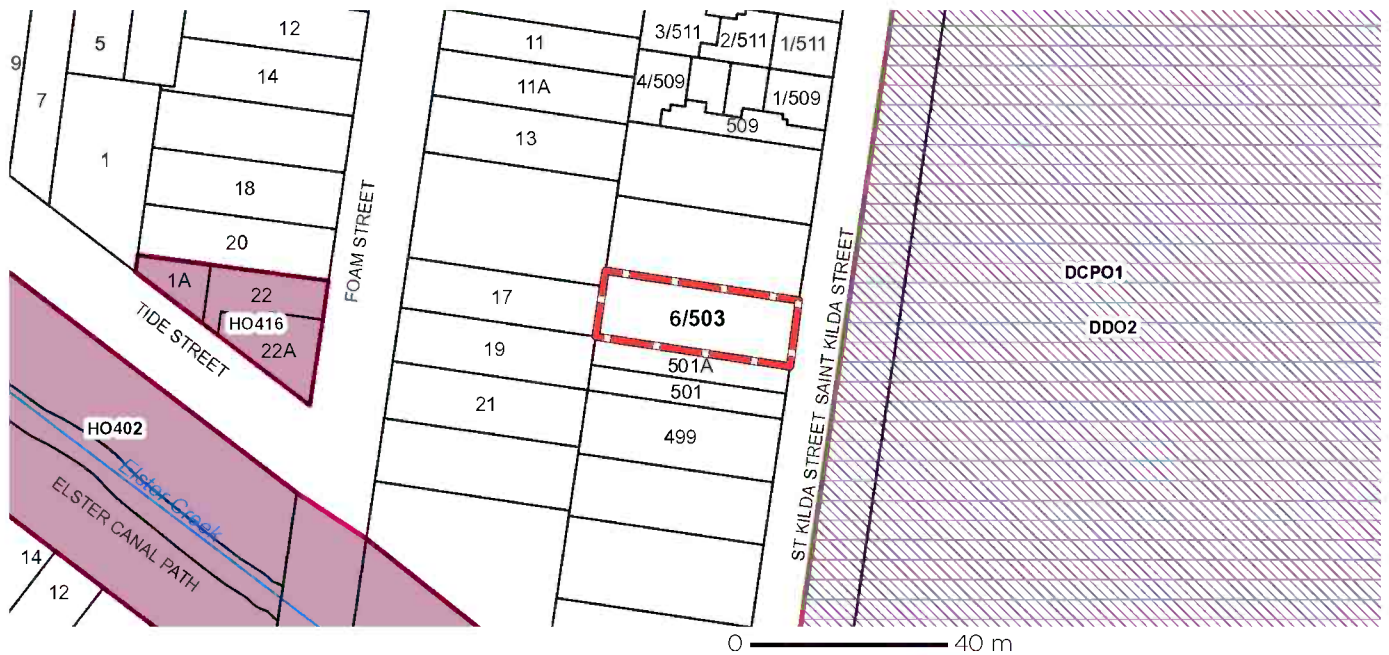
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### HERITAGE OVERLAY (HO)



DDO - Design and Development

DCPO - Development Contributions Plan

HO - Heritage

Water course

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

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PLANNING PROPERTY REPORT: 6/503 ST KILDA STREET ELWOOD 3184

Page 2 of 5



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>





## Further Planning Information

Planning scheme data last updated on 23 February 2022.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

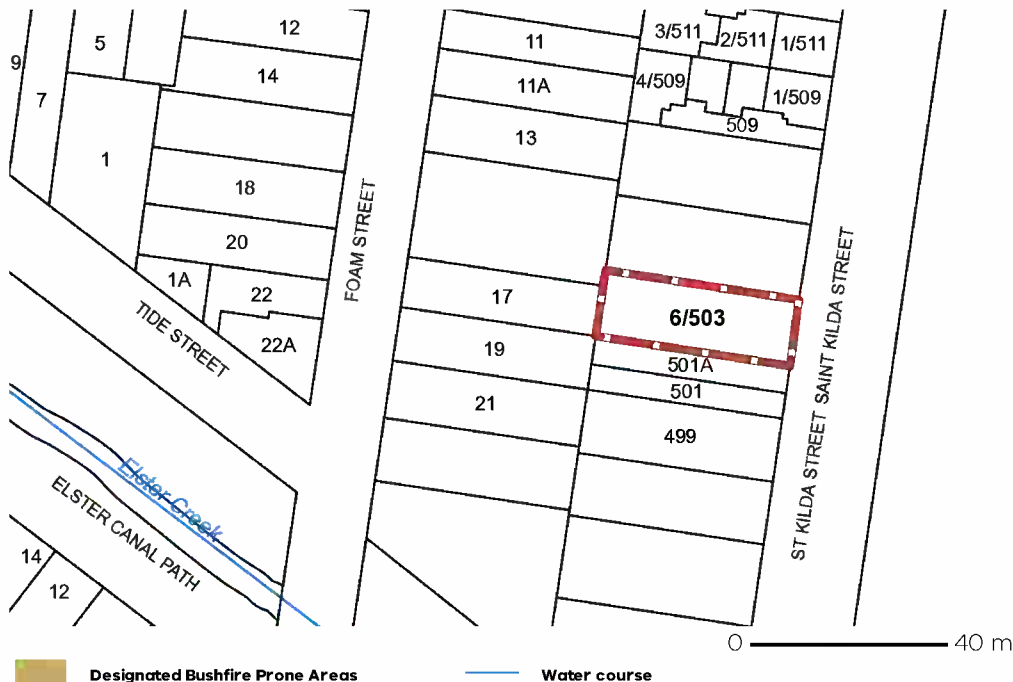
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note, prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au)





**LAND INFORMATION CERTIFICATE  
(Section 121 LGA 2020)  
AND  
VALUATION CERTIFICATE  
(VLA 1960)**

Certificate No: CTLI/01322/2022  
Property No: 193040  
Issue Date: 1/3/2022

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 1989 and 2020 or under a local law or by law of the council and specified flood level by the council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

**The Trustee For Vlr's Trust (Web Certificates)  
Level 1, Casselden Place/2 Lonsdale Street MELBOURNE  
VIC 3000**

**Your Ref: LANDATA|62237230-019-1**

<u>Property</u>	<u>Title Details</u>
<b>6/503 ST KILDA STREET ELWOOD VIC 3184</b>	Lot 6 SP36987R V9987 F846 Lot 10 SP36987R V9987 F850

**Level of Valuation Date:** 1/1/2021

**Valuation Effective Date:** 1/7/2021

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
<b>\$225,000</b>	<b>\$540,000</b>	<b>\$27,000</b>

**1/7/2021 to 30/6/2022**

<b>Opening Balance at 1/7/2021</b>	<b>\$ -35.00</b>
General Rates	\$ 1,030.85
Waste Bin Charge	\$ 0.00
Fire Services Property Levy	\$ 145.85
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ 0.00
Other Outstanding Charges/Property Debt	\$ 0.00
<b>Total Due</b>	<b>\$ 1,141.70</b>

**PLEASE NOTE:** Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 10%.

**PEXA Payments Biller Code: 356899 Reference: 2029 2629 1930 404**

Please email Notice of Acquisition to: [rates@portphillip.vic.gov.au](mailto:rates@portphillip.vic.gov.au)





**LAND INFORMATION CERTIFICATE  
(Section 121 LGA 2020)  
AND  
VALUATION CERTIFICATE  
(VLA 1960)**

Certificate No: CTLI/01322/2022  
Property No: 193040  
Issue Date: 1/3/2022

ABN 21 762 977 945

## PARKING PERMITS

**Important Note regarding Parking Permits:** Not all residential properties are eligible for some parking permit types. As of 1 October 2002, Council's **No Parking Permit Policy** was extended to include all new residential developments where the number of households increased on a property, irrespective of the level of off street parking provided. For further information please call ☎ Assist on 03 9209 6777.

## FLOOD LEVELS

### Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 221 of the Local Government Act 2020. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 153 & 154 of the Building Regulations 2018.

### Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 51(2) of the Building Regulations 2018 may be obtained from Councils Building Department ☎ (03) 9209 6253. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Building Regulations 2018 or is in an area of designated land or works within the meaning of Regulation 806 of the Building Regulations 2018.

### Notices and Orders

The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council:

**No Notices/Orders Applicable**

### Cultural and Recreation Lands Act 1963

The potential liability for rates under the Cultural and Recreational Land Act 1963

### Total Liability:

\$ NIL

**Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988**

### Total Money Owed:

\$ NIL

**Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989**

### Total Liability:

\$ NIL

## PRIVATE STREET SCHEMES

**Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989**

The property has not been subject to a Private Street Scheme.

### Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

**This Certificate expires three (3) months from the date of issue.**

For further information contact: ☎ (03) 9209 6777

**CHIEF FINANCIAL OFFICER**  
City of Port Phillip



Brooke Downie  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 6 LOT 6 503 ST KILDA STREET  
ELWOOD 3184  
6 SP 36987

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
10J//04025/132	LANDATA CER 62237230-031-3	25 FEBRUARY 2022	40977251

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2021 to 30/06/2022	\$80.20
<b>Melbourne Water Corporation Total Service Charges</b>	01/01/2022 to 31/03/2022	\$26.39

### (b) By South East Water

<b>Water Service Charge</b>	01/01/2022 to 31/03/2022	\$23.28
<b>Sewerage Service Charge</b>	01/01/2022 to 31/03/2022	\$91.12
<b>Subtotal Service Charges</b>		<b>\$220.99</b>
<b>Payments</b>		\$220.99
<b>TOTAL UNPAID BALANCE</b>		<b>\$0.00</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 2.67 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

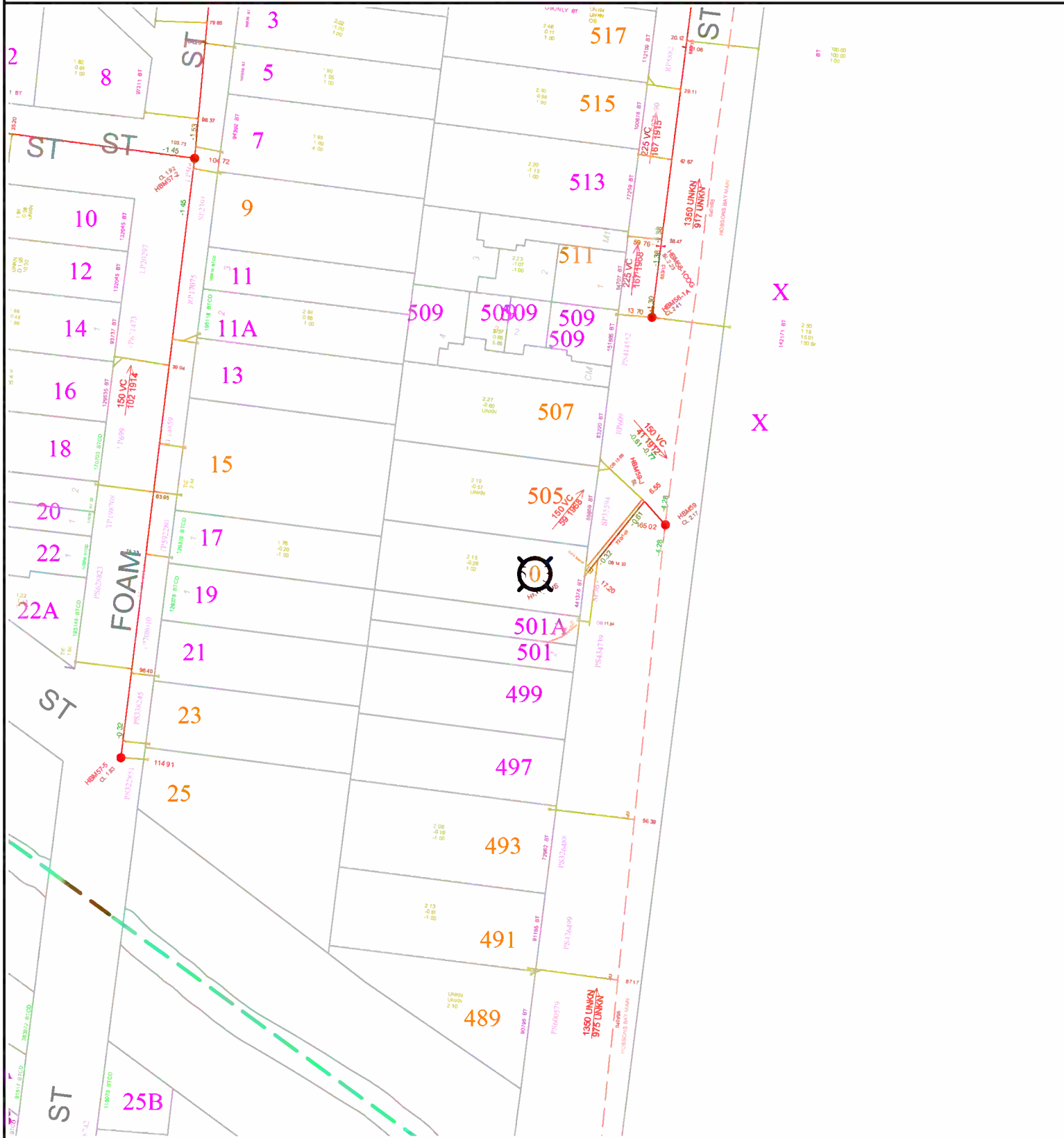
AUTHORISED OFFICER:

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MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198





**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



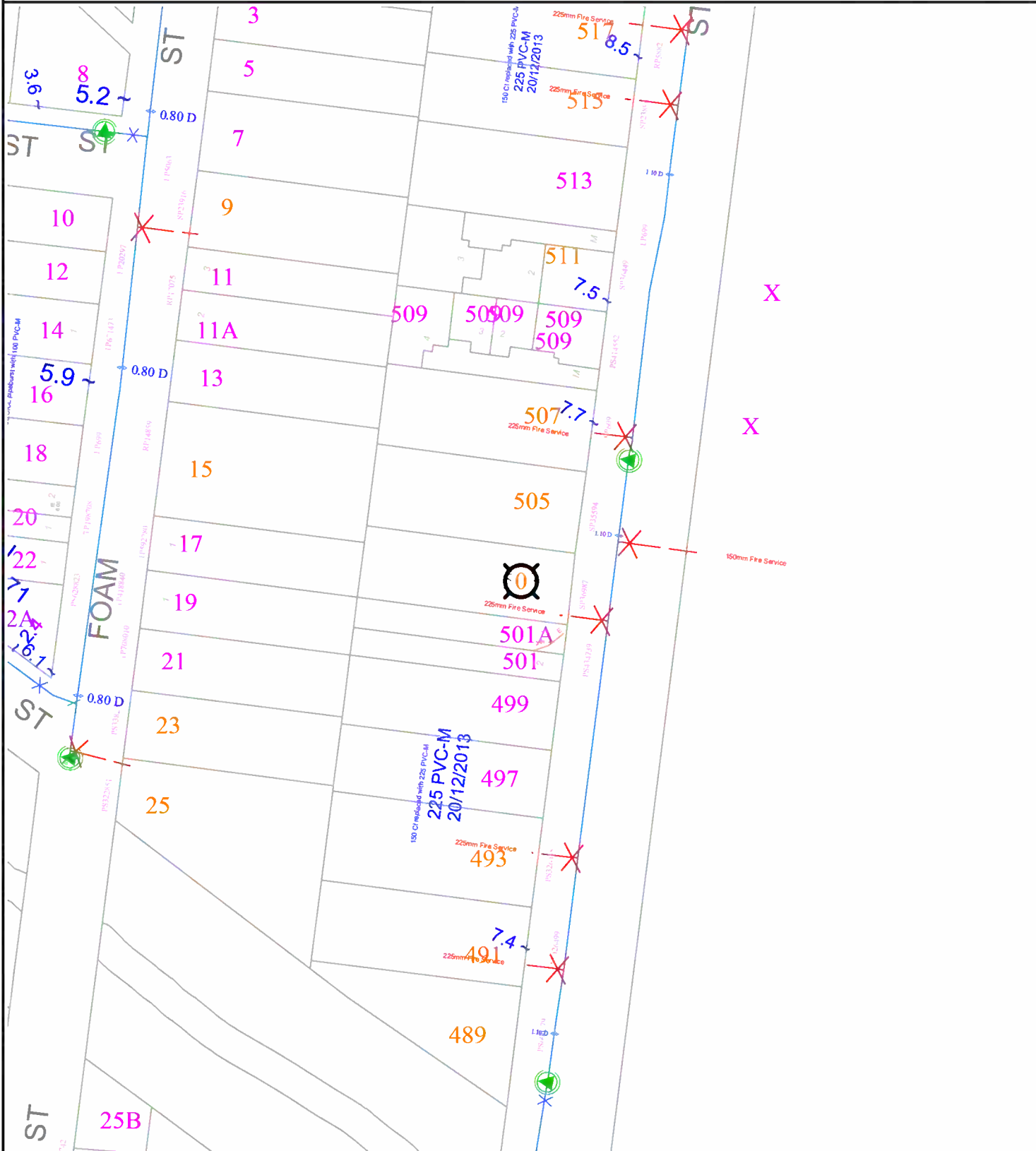


Property: Lot 6 UNIT 6 503 ST KILDA STREET ELWOOD 3184

Case Number: 40977251



Date: 25FEBRUARY2022



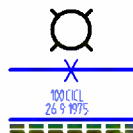
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

## LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property

Water Main Valve

Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary





ASSET INFORMATION - RECYCLED WATER

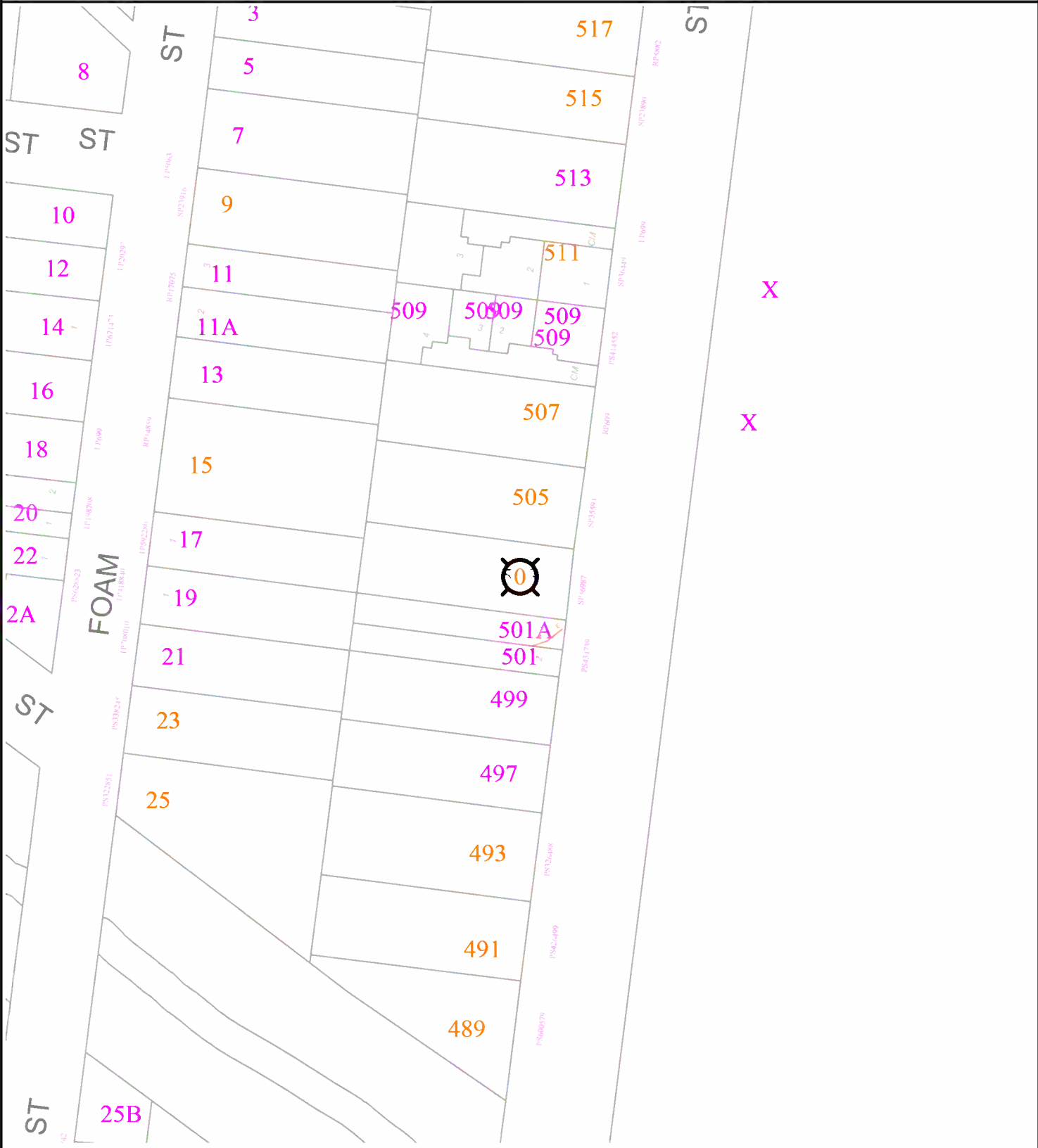
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 6 UNIT 6 503 ST KILDA STREET ELWOOD 3184

Case Number: 40977251



Date: 25FEBRUARY2022



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

<b>LEGEND</b>			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary



### Tax Invoice

**ABN:** 79 092 466 987  
**Invoice #:** 369876, 10  
**Date:** 25<sup>th</sup> February 2022

Description	Amount
Owners Corporation Certificate – Standard  <b>Property:</b> Lot 6, 10 503 St Kilda Street, ELWOOD VIC 3184  <b>Method of Delivery:</b> Email	159.38
<b>Amount Incl. GST</b>	159.38

### Payment Details:

**Paid on:** 25.02.2022  
**Paid by:** BANK TRANSFER  
**Drawer:** Sargeants Bayside  
**Amount:** \$159.38 (Incl. \$14.49 GST)

### **PLEASE NOTE:**

#### **Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that:**

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

#### **Section 135 (1) of the Owners Corporations Act 2006 specifies that:**

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

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

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



## OWNERS CORPORATION CERTIFICATE

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

<b>Owners Corporation No:</b>	Owners Corporation on Plan No. 36987
<b>Property Address:</b>	Lot 6, 10 at 503 St Kilda Street, ELWOOD VIC 3184
<b>Current Owner:</b>	Julie Seletto
<b>Postal Address:</b>	1 Champion Street BLACK ROCK VIC 3193
<b>Applicant for the certificate is</b>	Sargeants Bayside
<b>Applicant Reference:</b>	14450
<b>Date of Issue:</b>	The information in this certificate is issued on 25 <sup>th</sup> February 2022

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

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

### SETTLEMENT PAYMENT DETAILS

#### BPAY PAYMENT DETAILS

Biller Code: 96503

DEFT Reference Number: **303688840 000058703**

- (a) The current annual fees for the lot total **\$2,220.00** and is payable in **quarterly** instalments (Administration Fund: **\$2,220.00** & Maintenance Fund: **\$0.00**).

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

- (b) The date up to which the fees for the lot have been paid is **31 Mar 2022**.

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

#### **Administrative Fund**

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

#### **Maintenance Fund**

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00



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

#### Other Owner Invoices:

- A \$60.00 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?: Please refer to latest AGM Minutes (2021). Committee getting roof & gutters inspected. Based on report received and works recommended, **a special levy may be raised**. Engineer report will also be obtained once the roof & gutters are inspected. Depending on condition and recommendations made in engineers report, **a special levy may be raised**.
- (f) The owners corporation has the following insurance cover:

Policy No.	HU0042741	CHU Underwriting Agencies Pty Ltd		
Type:	Strata	Broker: COVERFORCE		
		Level 2, 476 St Kilda Road, Melbourne VIC 3004		
Premium:	\$6,095.78	Paid on:	13/07/2021	Policy start date: 12/07/2021    Next due: 12/07/2022
<i>Cover</i>		<i>Sum insured</i>	<i>Excess</i>	
.Building - All Claims		\$3,390,000.00	\$500.00	
.Loss of Rent/Temporary Accommodation		\$508,500.00	\$500.00	
.Common Area Contents		\$33,900.00	\$500.00	
.Flood		Insured	\$500.00	
.Public/Legal Liability		\$30,000,000.00	\$500.00	
.Voluntary Workers		\$200,000.00	\$500.00	
.Fidelity Guarantee		\$250,000.00	\$500.00	
.Office Bearer's		\$1,000,000.00	\$500.00	
.Catastrophe - All claims		\$1,017,000.00	\$500.00	
.Extended Cover - Rent/Temp Accommodation		\$152,550.00	\$500.00	
.Escalation in Cost of Temp Accommodation		\$50,850.00	\$500.00	
.Cost of Storage & Evacuation		\$50,850.00	\$500.00	
.Government Audit Costs		\$25,000.00	\$500.00	
.Appeal Expenses		\$100,000.00	\$500.00	
.Legal Defence Expenses		\$50,000.00	\$500.00	
.Lot Owner's Fixtures & Improvements		\$250,000.00	\$500.00	

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

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.



- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?:

#### **Contracts & Service Agreements**

- Turnbull Cook – Owners Corporation Management Services

#### **Leases & Licences**

- None to our knowledge at this time.

#### **Other Agreements**

- None to our knowledge at this time.

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 25<sup>th</sup> February 2022.
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

#### **Turnbull Cook Strata Management Pty Ltd**

**Level 9, 3 Bowen Crescent Melbourne VIC 3004**

**Phone: (03) 8697 0600 Email: [info@turnbullcook.com.au](mailto:info@turnbullcook.com.au)**

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
- (p) Any other information:
  - None to our knowledge at this time
- (q) Documents required to be attached to the owners corporation certificate are:
  - A copy of the latest financial statements
  - A copy of the minutes of the last annual general meeting of the owners corporation
  - A copy of the Model Rules
  - A copy of the insurance Certificate of Currency
  - A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled “*Statement of Advice and Information for Prospective Purchasers and Lot Owners*”

#### **PLEASE NOTE:**

#### **Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;**

The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

#### **Section 135 (1) of the Owners Corporations Act 2006 specifies that;**

A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner’s mailing address in Australia for service of notices and any changes to it as soon as possible.

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



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

This owners corporation certificate was prepared by:

Date: **25<sup>th</sup> February 2022**

The Common Seal of Owners Corporation Plan No 36987 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

Signed on behalf the Owners Corporation on Plan No 36987 by:



Registered Manager Signature

**Shyam Mahesh**

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



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

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

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

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

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



## Owner Ledger

Start Date: 01/02/2020

End Date: 29/02/2024

Owners: One only

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

The Owners of OC--36987

503 St Kilda Street, ELWOOD VIC 3184

Lot 6 Unit 6 Ms Julie Seletto

UE / AE: 12.00 / 100.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/04/2020	Quarterly	O/C Contributions 01/04/20 to 30/06/20	480.00	480.00	0.00	0.00	6.58	0.00%	Standard	Normal	None
2	01/07/2020	Quarterly	O/C Contributions 01/07/20 to 30/09/20	480.00	480.00	0.00	0.00	6.71	0.00%	Standard	Normal	None
3	01/10/2020	Quarterly	O/C Contributions 01/10/20 to 31/12/20	480.00	480.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
4	01/01/2021	Quarterly	O/C Contributions 01/01/21 to 31/03/21	630.00	630.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
5	01/04/2021	Quarterly	O/C Contributions 01/04/21 to 30/06/21	630.00	630.00	0.00	0.00	8.46	0.00%	Standard	Normal	None
6	01/07/2021	Quarterly	O/C Contributions 01/07/21 to 30/09/21	555.00	555.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/10/2021	Quarterly	O/C Contributions 01/10/21 to 31/12/21	555.00	555.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
8	01/01/2022	Quarterly	O/C Contributions 01/01/22 to 31/03/22	555.00	555.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	01/04/2022	Quarterly	O/C Contributions 01/04/22 to 30/06/22	555.00	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
10	01/07/2022	Quarterly	O/C Contributions 01/07/22 to 30/09/22	555.00	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
03/02/2020	123167	Receipt	Banked		475.66	4.34	0.00	0.00	0.00		480.00		
21/05/2020	126986	Receipt	Banked		484.07	6.71	0.00	0.00	0.00		490.78		1
21/08/2020	130484	Receipt	Banked		480.00	6.71	0.00	0.00	0.00		486.71		1, 2
01/10/2020	132681	Receipt	Banked		480.27	0.00	0.00	0.00	0.00		480.27		2, 3



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The Owners of OC--36987

503 St Kilda Street, ELWOOD VIC 3184

**Lot 6      Unit 6      Ms Julie Seletto** UE / AE: 12.00 / 100.00

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29/01/2021	136739	Receipt	Banked	630.00	0.00	0.00	0.00	0.00	630.00	4
20/05/2021	140089	Receipt	Banked	629.48	8.46	0.00	0.00	0.00	637.94	5
01/07/2021	141996	Receipt	Banked	555.52	0.00	0.00	0.00	0.00	555.52	5, 6
25/10/2021	8	Receipt	Banked	555.00	0.00	0.00	0.00	0.00	555.00	7
19/01/2022	16	Receipt	Banked	555.00	0.00	0.00	0.00	0.00	555.00	8



## Balance Sheet

### As at 25/02/2022

The Owners of OC--36987

503 St Kilda Street, ELWOOD VIC 3184

#### Current period

#### Owners' funds

Operating Surplus/Deficit--Admin	1,020.91
Owners Equity--Admin	21,285.14
	<u>22,306.05</u>
Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>
<b>Net owners' funds</b>	<b><u>\$22,306.05</u></b>

#### Represented by:

#### Assets

Cash at Bank	21,700.02
Receivable--Levies	606.03
<b>Total assets</b>	<b><u>22,306.05</u></b>
<b>Net assets</b>	<b><u>\$22,306.05</u></b>





Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0042741</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	12/07/2021 to 12/07/2022 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. SP 36987
<b>Situation</b>	503 ST KILDA STREET ELWOOD VIC 3184

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$3,390,000

Common Area Contents: \$33,900

Loss of Rent & Temporary Accommodation (total payable): \$508,500

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Workers Compensation

Not Available

##### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

##### Policy 7 – Machinery Breakdown

Not Selected

##### Policy 8 – Catastrophe Insurance

Sum Insured: \$1,017,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$152,550

Escalation in Cost of Temporary Accommodation: \$50,850

Cost of Removal, Storage and Evacuation: \$50,850





**Policy 9 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

22/12/2021

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



# **MINUTES OF THE ANNUAL GENERAL MEETING**

## **OWNERS CORPORATION: 36987**

### **Annual General Meeting of the Owners Corporation for 503 St Kilda Street, ELWOOD VIC 3184**

**HELD ON:** Thursday, 16 December 2021

**COMMENCING AT:** 05:00 PM

**LOCATION:** Virtual Meeting (MicrosoftTeams)

#### **IN ATTENDANCE**

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Clare Louise Lennox & Timothy Charles Von Carate
2	2	Yes	Le, Duy Dang
3	3	Yes	Ashdown, N.
6	6	Apology	Seletto, Julie
7	7	Yes	Mr Gregory S. & Ms Kate E. Hughes
8	8	Yes	Burke, J.

Shyam Mahesh representing Turnbull Cook Strata Management Pty Ltd

- 1 Quorum**  
There was a quorum for the meeting as at least 50% of the total lots or 50% of the total lot entitlement were present in person or by proxy.
- 2 Chairperson of Meeting**  
**It was resolved** that Shyam Mahesh from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.
- 3 Confirm Minutes of Last Annual General Meeting**  
**It was resolved** that the minutes of the previous Annual General Meeting of the Owners Corporation held on **19/11/2020** were an accurate record of the proceeding at that meeting.
- 4 Financial Statements**  
**It was resolved** that the financial statements for the period ended **30/06/2021** as distributed be tabled and adopted.
- 5 Committee Report**  
The committee did not present a report to the Owners Corporation.



## 6 Election of Owners Corporation Committee

It was **resolved** that the following members of the owners corporation or proxies for members are elected as members of the new committee:

- Clare Lennox (lot 1) - Chairperson
- Duy Le (lot 2)
- Janine Burke (lot 3)
- Shyam Mahesh (Turnbull Cook) - Secretary

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

## 7 Valuation

The last valuation was obtained on 12/07/2013. The recommended sum insured was \$2562818

It was **resolved** to obtain a quotation for an independent insurance valuation report.

## 8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.HU0042741

CHU Underwriting Agencies Pty Ltd

Type : Strata

Broker : COVERFORCE

Premium : \$6,095.78

Paid on : 13/07/2021

Start : 12/07/2021

Next due : 12/07/2022

Cover	Sum Insured	Excess
.Building - All Claims	\$3,101,013.00	\$500.00
.Loss of Rent/Temporary Accommm	\$465,151.00	\$500.00
.Common Area Contents - All Claims	\$31,010.00	\$500.00
.Flood	Insured	\$500.00
.Public/Legal Liability	\$30,000,000.00	\$500.00
.Voluntary Workers	\$200,000.00	\$500.00
.Fidelity Guarantee	\$250,000.00	\$500.00
.Office Bearer's	\$1,000,000.00	\$500.00
.Catastrophe - All claims	\$930,303.00	\$500.00
.Extended Cover: Rent/Temp Accommm	\$139,545.00	\$500.00
.Escalation in Cost of Temp Accommm	\$46,515.00	\$500.00
.Cost of Storage & Evacuation	\$46,515.00	\$500.00
.Government Audit Costs	\$25,000.00	\$500.00
.Appeal Expenses	\$100,000.00	\$500.00
.Legal Defence Expenses	\$50,000.00	\$500.00
.Lot Owner's Fixtures & Improvements	\$250,000.00	\$500.00

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

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



## 9 Insurance Excess

It is resolved that where a claim is made on the owners corporation insurance policy any excess would, where it relates to one lot only - be payable by the owner of that lot.

It is resolved that where it relates to more than one lot but not all lots that the excess be payable in proportion by the claimants to the loss.

It is resolved that where common property is deemed to be the origin of the claimable event, that the Owners Corporation will pay the excess applicable on the claim.

## 10 Expenditure Authority

**It was resolved** that the Owners Corporation delegates the manager authority to undertake necessary works to common property up to the value of \$500 without the authority of the Owners Corporation.

For works that exceed \$500, the manager will arrange comparison quotes for Committee and/or Chairperson approval.

## 11 Other Business

### 11.1 Maintenance - Cyclical

The following was noted in relation to cyclical maintenance:

- **Gutter Cleaning:** To be done annually. Manager to obtain 2 x quotes. Works to be done via scissor lifts only.
- **Window Cleaning:** To be done annually. Manager to obtain 2 x quotes. Works to be done via scissor lifts only.
- **Jet Cleaning:** Annual jet cleaning of drains. Manager to provide 2 x quotes to committee

### 11.2 Maintenance - Repairs

**1. Roof Inspection:** Members discussed on the condition of roof and advised manager to obtain quotes to have it inspected. Owner prefer to have a contractor who can a ) clean the gutters b) inspect and report on condition of gutter and c) to inspect and report on roof. Manager advised Portervac who specialise in both gutter and roof works. IT WAS RESOLVED to obtain 1 x quote from Portervac and one other contractor and sent to committee for their review and consideration.

**2. Engineering Report:** Members raised and discussed on engaging a building engineer to inspect & report on condition of building. Members were provided with 1 x quote from Roscon and manager to obtain second quote and send to committee. Andrew from lot 3 to provide manager with details of a preferred building engineer who has worked at one of his other properties. Engineer to be engaged once the roof and gutter inspection works are completed so they can review its condition. Andrew from lot 3 to provide manager with details of a preferred building engineer

### 11.3 Other Business - None

## 12 Budget

**It was resolved** that the proposed annual budget for the period ending **30/06/2022** be adopted as below:

- **Administration:** \$18,500.00



**13 Annual Owners Corporation Fees**

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

It was **resolved** that the first such instalment be due on 1/07/2021 with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

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

**14 Recovery of Owners Corporation Fees**

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

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

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

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

**15 Acknowledge Manager's Report**

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

**16 Appointment of Managing Agent**

It was **resolved** that the Owners Corporations sign and execute a contract of appointment between Turnbull Cook Strata Management Pty Ltd and Owners Corporation 36987.

As per the executed contract, the management fees are:

- Annual Management Fee: \$2,434

**17 Contractors**

The manager advised the meeting:

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

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

**18 Set tentative date for next meeting**

It was **resolved** that the next annual general meeting be tentatively scheduled for **August 2022**. The manager will issue Notice of Annual General Meeting to all owners with at least 14 days prior notice.

**19 Close of Meeting**

It was **resolved** that the meeting closed at **06:00 PM**.



## **Schedule 2—Model rules for an owners corporation - Regulation 11**

### **1 Health, safety and security**

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

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

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

#### **1.3 Waste disposal**

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

### **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.**



## Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property:

Date of Application

RP03691872

28-02-2022

Applicant (Your Details)

Name(s)

SARGEANTS BAYSIDE

Address

16/328 RESERVE ROAD CHELTENHAM VIC 3192

Postal Address (if different from above)

Telephone number

9539 6988

Fax number

Email Address

brooke@sargeantsbayside.com.au

Your Reference Number (if Applicable)

14450

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☒ Other (please specify) : CONVEYANCE

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s)

6 & 10

Name on Title (if different to above)

SEED PROPERTIES INVESTMENTS PTY LTD

Lot address (if different from above)

6/303 ST KILDA STREET ELWOOD

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST			CONDITIONS OF PURCHASE
			SINGLE	EVERY ADDITIONAL <sup>1</sup>	QTY	
OC CERTIFICATE	Standard	10 business days	\$159.38	<input checked="" type="checkbox"/> \$87.62		Standard <sup>2</sup> (see payment conditions below below).
	Urgent	5 business days	\$239.07	<input type="checkbox"/> \$131.44		Subject to availability – Contact office directly prior to request
	Priority	2 business days	\$286.85	<input type="checkbox"/> \$157.72		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	\$240.00	<input type="checkbox"/> N/A		Standard <sup>2</sup> (see payment conditions below below).
	Urgent	5 business days	\$425.00	<input type="checkbox"/> N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	\$495.00	<input type="checkbox"/> N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as at 01.07.2021. Additional Certificates must be purchased in same transaction for discount.

Turnbull Cook Body Corporate Management Pty Ltd

BSB:

183 334

Account Number:

3037 68766

Reference:

Please quote 151 followed by your OC Number along with your Lot number as your reference eg. 151.0001A1

### IMPORTANT INFORMATION FOR SETTLEMENT:

Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : Level 9, 3 Bowen Street, Melbourne VIC 3004

Post : PO Box 6076, St. Kilda Road Central VIC 8008

Email : certificate@turnbullcook.com.au

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

**What happens then?** Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.

Applications received to the office after midday or on a non-business day, will receive a lodgement date of the following business day.



# Contract Audit Trail

6/503 St Kilda Street, Elwood

Marshall White



## Purchaser(s):

- Mr Jeremy Poynton

## Vendor(s):

- Julie Seletto as Director of Corporation for Seed Property Investments Pty Ltd
- Robert Simpson as Director of Corporation for Seed Property Investments Pty Ltd

## Contract Vendor's Statement (Section 32) Signing Log

Timestamps	New Signatures	Pending Signatures	Source	IP Address	User Agent
<ul style="list-style-type: none"><li>• Offsite signing accessed: May 6, 2022, 3:33 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:54 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:54 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:54 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 5 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 5 p.m.</li><li>• Created: May 6, 2022, 2:36 p.m.</li><li>• Sent Offsite - Vendors: May 6, 2022, 3:34 p.m.</li></ul>	<ul style="list-style-type: none"><li>• Vendor: Robert Simpson</li></ul>	<ul style="list-style-type: none"><li>• Vendor: Julie Seletto</li></ul>	Offsite	27.32.45.122	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/101.0.4951.54 Safari/537.36
<ul style="list-style-type: none"><li>• Offsite signing accessed: May 6, 2022, 3:33 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Created: May 6, 2022, 2:36 p.m.</li><li>• Sent Offsite - Vendors: May 6, 2022, 3:34 p.m.</li></ul>	<ul style="list-style-type: none"><li>• Vendor: Julie Seletto</li></ul>		Offsite	1.152.19.255	Mozilla/5.0 (iPhone; CPU iPhone OS 15_4_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.4 Mobile/15E148 Safari/604.1

## Contract Revision Signing Log

Timestamps	New Signatures	Pending Signatures	Source	IP Address	User Agent
<ul style="list-style-type: none"><li>• Created: May 28, 2022, 10:32 a.m.</li></ul>	<ul style="list-style-type: none"><li>• VENDOR: Julie Seletto</li><li>• PURCHASER: Mr Jeremy Poynton</li><li>• VENDOR: Robert Simpson</li></ul>		App (Tas Bartels)	1.152.20.33	Real Time Agent/6.26.0 (com.realtimeagent.rta; build:167; iOS 15.4.1) Alamofire/6.26.0



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<ul style="list-style-type: none"><li>• Offsite signing accessed: May 6, 2022, 3:33 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Offsite signing accessed: May 6, 2022, 4:59 p.m.</li><li>• Created: May 6, 2022, 2:36 p.m.</li><li>• Sent Offsite - Vendors: May 6, 2022, 3:34 p.m.</li></ul>	<ul style="list-style-type: none"><li>• Vendor: Julie Seletto</li></ul>		Offsite	1.152.19.255	Mozilla/5.0 (iPhone; CPU iPhone OS 15_4_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.4 Mobile/15E148 Safari/604.1

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<ul style="list-style-type: none"><li>• Created: May 28, 2022, 10:32 a.m.</li></ul>	<ul style="list-style-type: none"><li>• VENDOR: Julie Seletto</li><li>• PURCHASER: Mr Jeremy Poynton</li><li>• VENDOR: Robert Simpson</li></ul>		App (Tas Bartels)	1.152.20.33	Real Time Agent/6.26.0 (com.realtimeagent.rta; build:167; iOS 15.4.1) Alamofire/6.26.0
<ul style="list-style-type: none"><li>• Created: May 28, 2022, 10:32 a.m.</li><li>• Exchanged: May 28, 2022, 10:32 a.m.</li></ul>	<ul style="list-style-type: none"><li>• VENDOR: Julie Seletto</li><li>• PURCHASER: Mr Jeremy Poynton</li><li>• VENDOR: Robert Simpson</li></ul>		App (Tas Bartels)	203.54.201.130	Real Time Agent/6.26.0 (com.realtimeagent.rta; build:167; iOS 15.5.0) Alamofire/6.26.0
<ul style="list-style-type: none"><li>• Created: May 31, 2022, 11:42 a.m.</li><li>• Sent Offsite - Purchasers: May 31, 2022, 11:42 a.m.</li></ul>	<ul style="list-style-type: none"><li>• VENDOR: Julie Seletto</li><li>• VENDOR: Robert Simpson</li></ul>	<ul style="list-style-type: none"><li>• Purchaser: Mr Jeremy Poynton</li></ul>	App (Tas Bartels)	203.54.201.130	Real Time Agent/6.26.0 (com.realtimeagent.rta; build:167; iOS 15.5.0) Alamofire/6.26.0
<ul style="list-style-type: none"><li>• Offsite signing accessed: May 31, 2022, 12:05 p.m.</li><li>• Offsite signing accessed: May 31, 2022, 12:06 p.m.</li><li>• Offsite signing accessed: May 31, 2022, 12:13 p.m.</li><li>• Offsite signing accessed: May 31, 2022, 12:21 p.m.</li><li>• Offsite signing accessed: May 31, 2022, 12:29 p.m.</li><li>• Offsite signing accessed: June 1, 2022, 12:14 p.m.</li><li>• Offsite signing accessed: June 1, 2022, 12:40 p.m.</li><li>• Offsite signing accessed: June 1, 2022, 12:40 p.m.</li><li>• Created: May 31, 2022, 1:01 p.m.</li></ul>	<ul style="list-style-type: none"><li>• PURCHASER: Mr Jeremy Poynton</li></ul>		Offsite	120.156.147.207	Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:100.0) Gecko/20100101 Firefox/100.0