

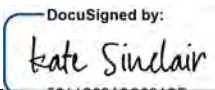
Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

| | | |
|------------------------------|---|--------------------|
| Land | 3/2A Evelina Road, Toorak 3142 | |
| Vendor's name | Kate Aerial Sinclair | Date / / |
| Vendor's signature | <small>DocuSigned by:</small>  <small>5214C93A3C664CF...</small> | 20-Oct-22 |
| Purchaser's name | | Date / / |
| Purchaser's signature | | |
| Purchaser's name | | Date / / |
| Purchaser's signature | | |

1 FINANCIAL MATTERS

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

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

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

| | | |
|--|----|--|
| | To | |
|--|----|--|

| |
|--|
| Other particulars (including dates and times of payments): |
|--|

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a report with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are attached.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

| |
|---------------------------------|
| Register Search Statements |
| Plan |
| Planning Property Report |
| Owners Corporation Basic Report |
| Owners Corporation Certificate |
| Land Information Certificate |
| Water Information Certificate |
| Building certificates |
| VicRoads Certificate |
| Land Tax Certificate |
| Due Diligence Checklist |



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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 09215 FOLIO 762

Security no : 124100979339B
Produced 07/10/2022 05:46 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 010028.
ACCESSORY LOT
PARENT TITLES :
Volume 08175 Folio 760 to Volume 08175 Folio 761
Created by instrument G687565 07/07/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KATE AERIAL SINCLAIR of UNIT 3 2A EVELINA ROAD TOORAK VIC 3142
AS513190E 09/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU434740R 09/06/2021
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 RP010028 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 3 2A EVELINA ROAD TOORAK VIC 3142

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 09/06/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP010028



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

Page 2 of 2

DOCUMENT END



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

VOLUME 09215 FOLIO 754

Security no : 124100979338D
Produced 07/10/2022 05:46 PM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 010028.
PARENT TITLES :
Volume 08175 Folio 760 to Volume 08175 Folio 761
Created by instrument G687565 07/07/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KATE AERIAL SINCLAIR of UNIT 3 2A EVELINA ROAD TOORAK VIC 3142
AS513190E 09/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU434740R 09/06/2021
WESTPAC BANKING CORPORATION

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DIAGRAM LOCATION

SEE RP010028 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 3 2A EVELINA ROAD TOORAK VIC 3142

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 09/06/2021

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

Page 2 of 2

DOCUMENT END



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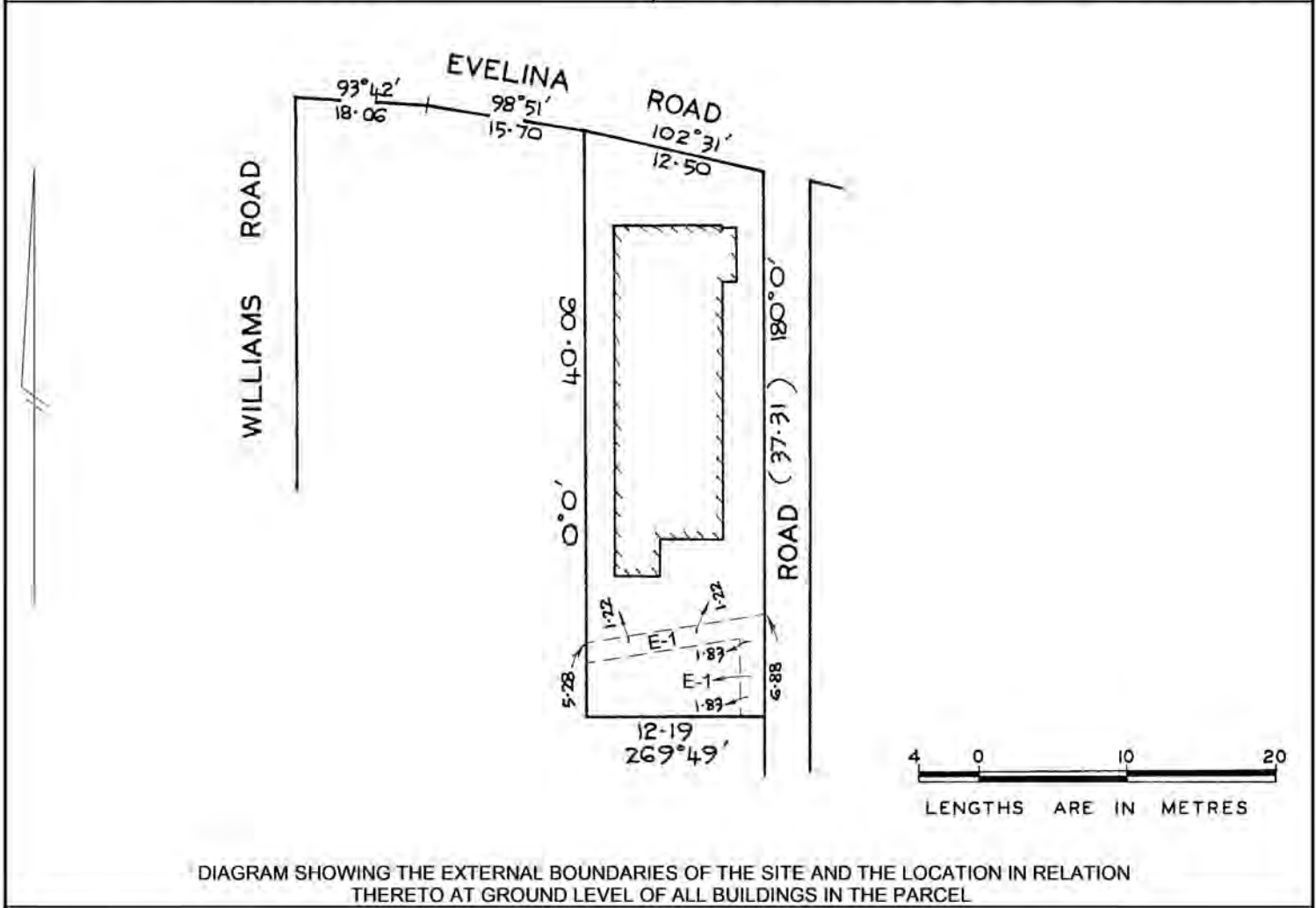
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|---|-------------------------|
| Document Type | Plan |
| Document Identification | RP010028 |
| Number of Pages (excluding this cover sheet) | 2 |
| Document Assembled | 07/10/2022 17:57 |

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| | | |
|---|--|-----------------|
| PLAN OF STRATA SUBDIVISION | EDITION 1 | RP010028 |
| LOCATION OF LAND PARISH: PRAHRAN TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 32 (PT) TITLE REFERENCE: V. 8175 F. 760 & V. 8175 F. 761 LAST PLAN REFERENCE: LOT 1 ON LP34909 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 2A EVELINA ROAD TOORAK 3142 | FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: KEVIN ANTHONY GISSING Certification Date: 01/11/1976 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF PRAHRAN on 18/04/1977 REGISTERED DATE: 07/07/1977 PLAN UPDATED BY REGISTRAR IN AN661031Q 20/02/2020 | |



EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

| Easement Reference | Purpose | Width | Origin | Land Benefitted /In Favour Of | Plan Parcel Affected |
|--------------------|---------------------|----------|---------|-------------------------------|----------------------|
| E-1 | DRAINAGE & SEWERAGE | SEE DIAG | LP34909 | LOTS ON LP34909 | LOTS 7 TO 10 & CP |

PLAN OF STRATA SUBDIVISION

RP010028

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 6 IS A TWO STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 6 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT. THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 7 TO 12.

THE LOWER BOUNDARY OF LOTS 7 TO 12 IS THAT PART OF THE SITE OF THE RELEVANT LOT. THE UPPER BOUNDARY OF THESE LOTS IS 2.50 METRES ABOVE ITS LOWER BOUNDARY.

LOTS 7 TO 12 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES. ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY (PT)

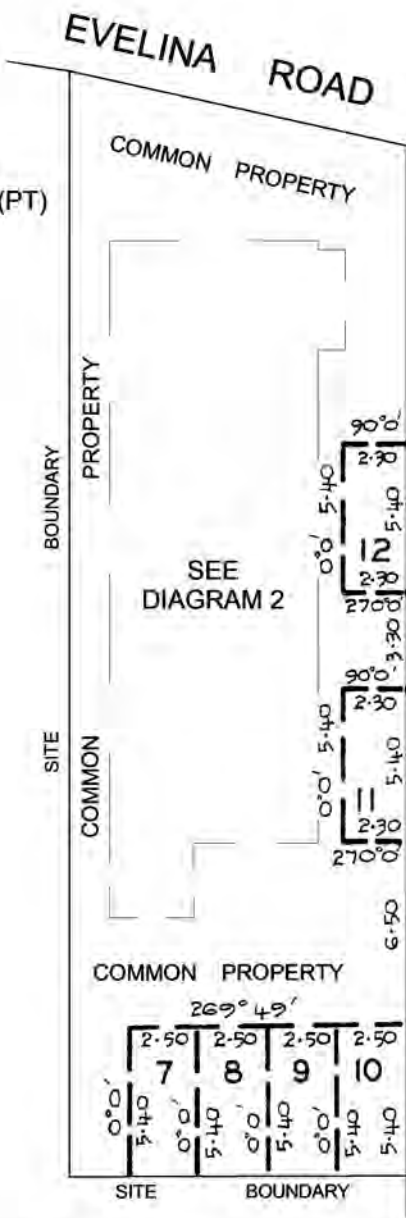


DIAGRAM 2
GROUND STOREY (PT)

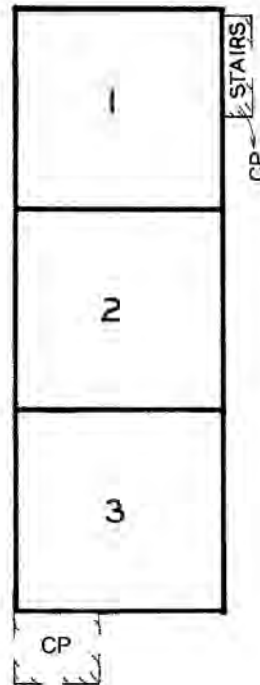
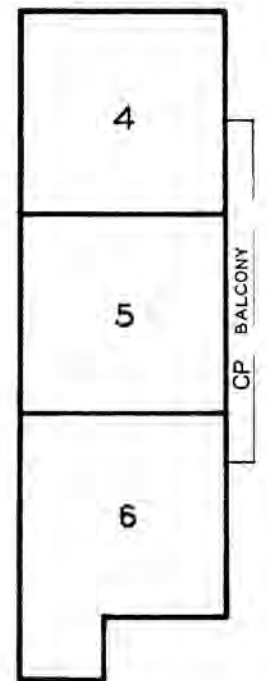


DIAGRAM 3
TOPMOST STOREY



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 October 2022 01:37 PM

PROPERTY DETAILS

Address: **3/2A EVELINA ROAD TOORAK 3142**

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): **STONNINGTON**

Council Property Number: **36786**

Planning Scheme: **Stonnington**

Directory Reference: **Melway 2M C9**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

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: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **PRAHRAN**

OTHER

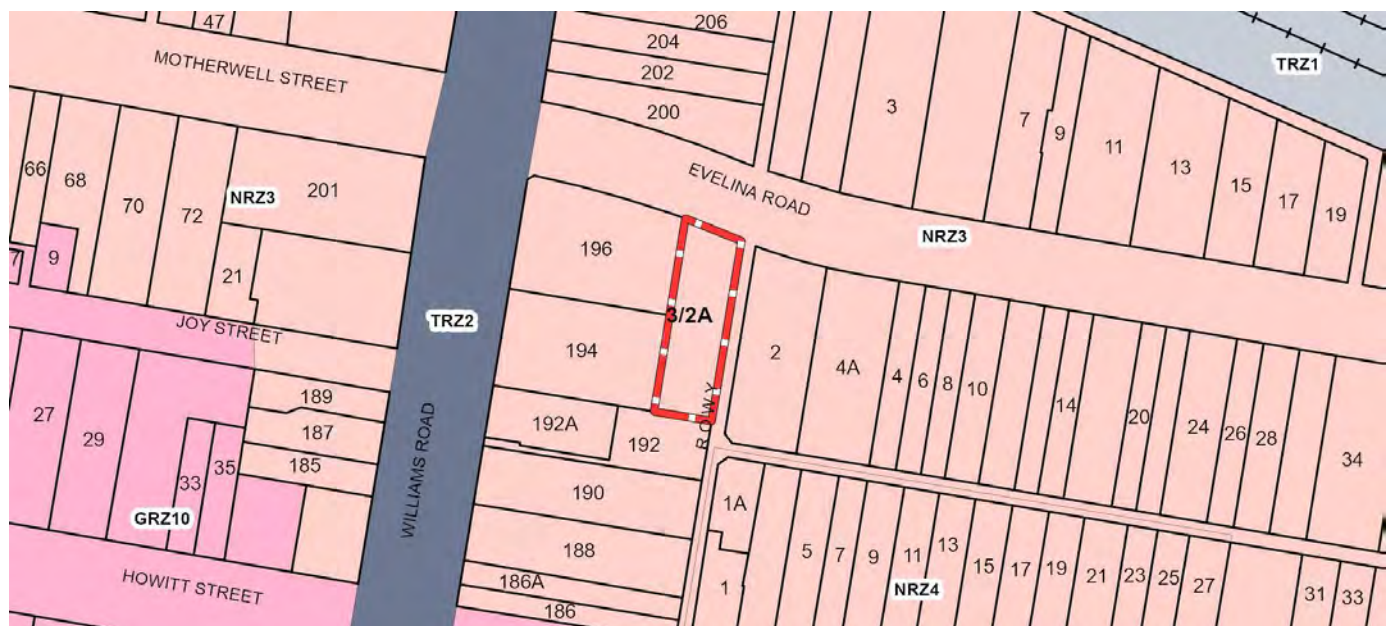
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



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

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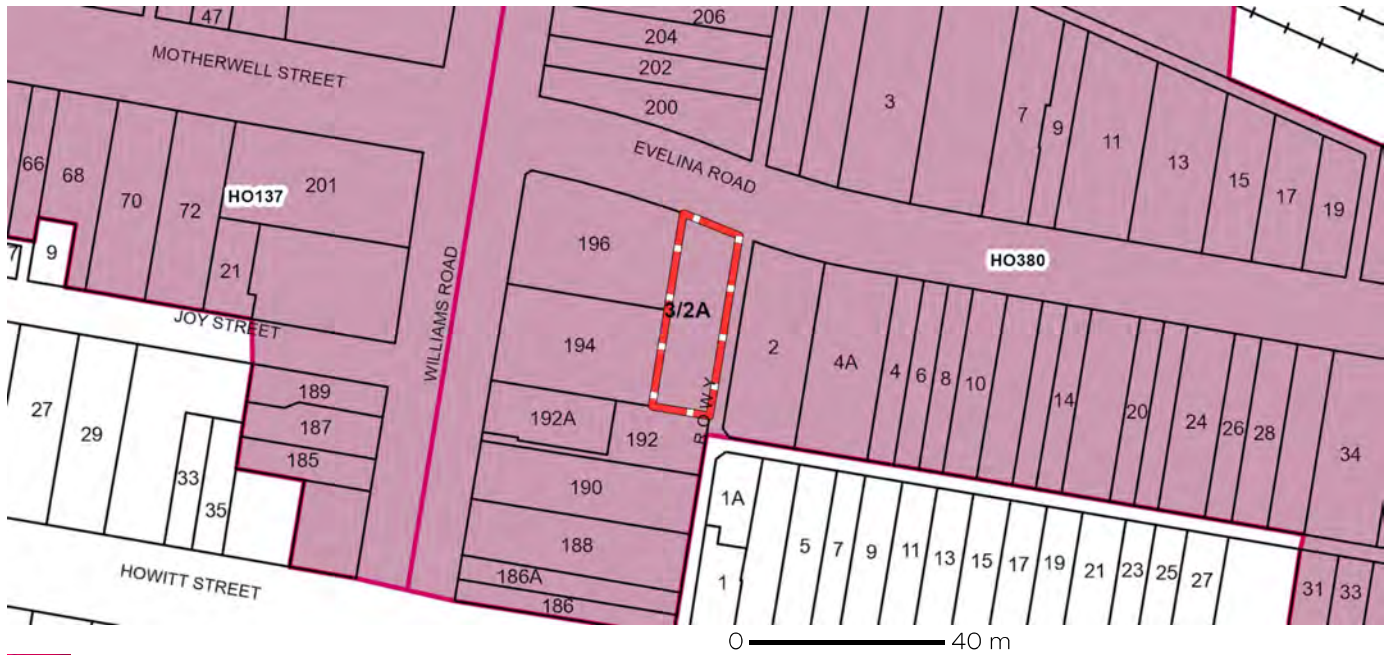
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

[HERITAGE OVERLAY \(HO\)](#)

[HERITAGE OVERLAY - SCHEDULE \(HO380\)](#)



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 \(DDO\)](#)

[NEIGHBOURHOOD CHARACTER OVERLAY \(NCO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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

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PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 5 October 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>

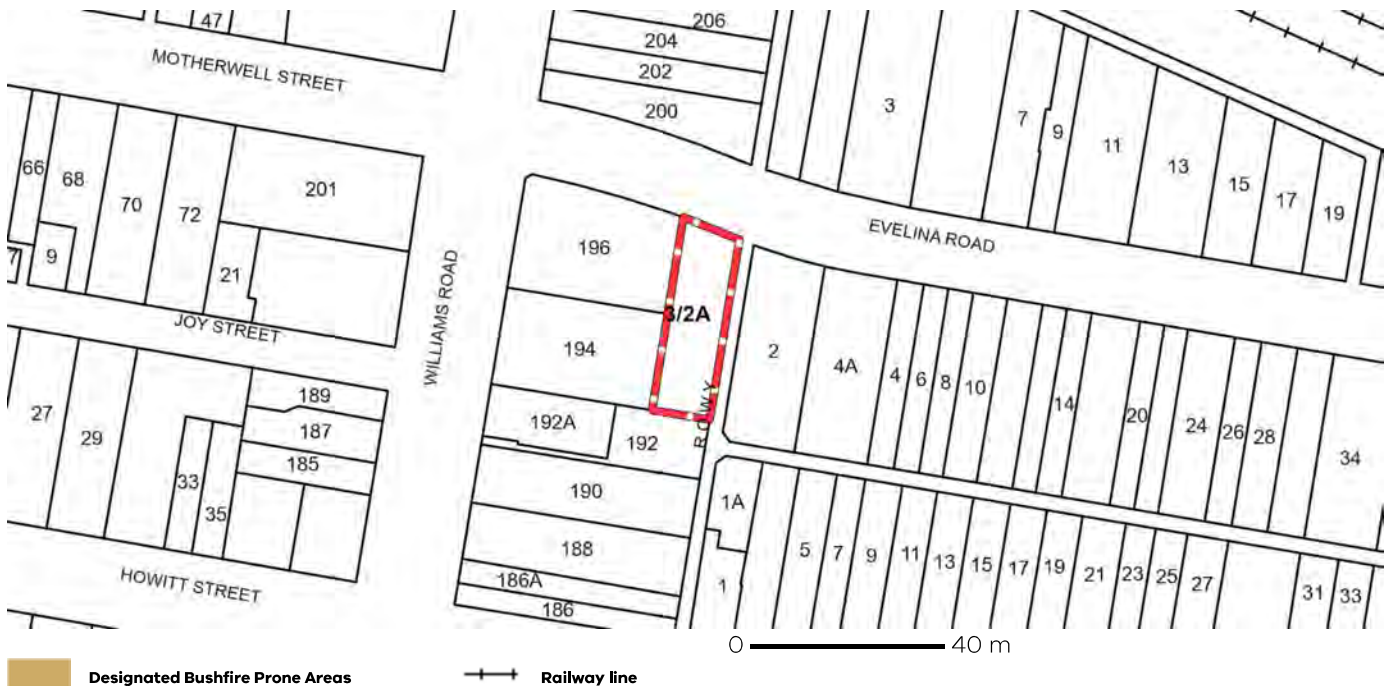
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

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

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. RP010028**

The land in RP010028 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 12.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

64 FENNELL STREET PORT MELBOURNE VIC 3207

AK509157V 06/08/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. P075264G 20/04/1989

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 | 5 | 5 |
| Lot 2 | 5 | 5 |
| Lot 3 | 5 | 5 |
| Lot 4 | 5 | 5 |
| Lot 5 | 5 | 5 |
| Lot 6 | 5 | 5 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/10/2022 05:57:22 PM

**OWNERS CORPORATION
PLAN NO. RP010028**

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|--------------|--------------|--------------|
| Lot 7 | 1 | 1 |
| Lot 8 | 1 | 1 |
| Lot 9 | 1 | 1 |
| Lot 10 | 1 | 1 |
| Lot 11 | 1 | 1 |
| Lot 12 | 1 | 1 |
| Total | 36.00 | 36.00 |

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

Statement End.

Plan of Subdivision No. RP10028

ABN 28 943 004 057

STATEMENT

Transfer Date:
09/09/19

Ms K A Sinclair
Unit 3
2A Evelina Road
TOORAK VIC 3142

| Statement Period | | | |
|------------------------|--------|---------|---|
| 01 Apr 21 to 12 Oct 22 | | | |
| A/c No | 3 | Lot No | 3 |
| Page Number | 1 of 2 | Unit No | 3 |

| Date | Type | Details | Reference | Debit | Credit | Balance |
|-------------------------------------|------------------|----------------------|-----------|-------------------|-------------------------|-----------------|
| | | Brought forward | | | 550.00 | -550.00 |
| 01/04/21 | Admin Fund | 01/04/21 To 30/06/21 | I0010268 | 383.33 | | -166.67 |
| 01/04/21 | Maintenance Fund | 01/04/21 To 30/06/21 | I0010274 | 166.67 | | 0.00 |
| 04/06/21 | Admin Fund | 01/07/21 To 30/09/21 | I0010280 | 383.33 | | 383.33 |
| 04/06/21 | Maintenance Fund | 01/07/21 To 30/09/21 | I0010286 | 166.67 | | 550.00 |
| 01/07/21 | Receipt | Admin Fund | R0010231 | | 383.33 | 166.67 |
| 01/07/21 | Receipt | Maintenance Fund | RA010231 | | 166.67 | 0.00 |
| 03/09/21 | Admin Fund | 01/10/21 To 31/12/21 | I0010292 | 383.33 | | 383.33 |
| 03/09/21 | Maintenance Fund | 01/10/21 To 31/12/21 | I0010298 | 166.67 | | 550.00 |
| 30/09/21 | Receipt | Admin Fund | R0010239 | | 383.33 | 166.67 |
| 30/09/21 | Receipt | Maintenance Fund | RA010239 | | 166.67 | 0.00 |
| 04/12/21 | Admin Fund | 01/01/22 To 31/03/22 | I0010304 | 383.33 | | 383.33 |
| 04/12/21 | Maintenance Fund | 01/01/22 To 31/03/22 | I0010310 | 166.67 | | 550.00 |
| 30/12/21 | Receipt | Admin Fund | R0010246 | | 383.33 | 166.67 |
| 30/12/21 | Receipt | Maintenance Fund | RA010246 | | 166.67 | 0.00 |
| 02/03/22 | Admin Fund | 01/04/22 To 30/06/22 | I0010316 | 383.33 | | 383.33 |
| 02/03/22 | Maintenance Fund | 01/04/22 To 30/06/22 | I0010322 | 166.67 | | 550.00 |
| 14/04/22 | Receipt | Admin Fund | R0010253 | | 383.33 | 166.67 |
| More details on next page... | | | | \$2,750.00 | \$2,583.33 | \$166.67 |
| Over 90 Days | 90 Days | 60 Days | 30 Days | Current | BALANCE DUE: Nil | |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Date Paid | Amount Paid |



Tel: 1300 552 311
Ref: 1535 5264 8

Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158



www.stratamax.com.au
Ref: 1535 5264 8

Internet: Visit this website to make a secure credit card payment over the internet.



Tel: 1300 552 311
Ref: 1535 5264 8

Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.



StrataPay Reference No.

1535 5264 8

Due Date

Amount

\$0.00

Account Reference
3/3 10028/1000000003
Reference Name
SINCLAIR K A



DEFT Reference Number
218087989 1000 0000 037

Managed by
VBCS PTY LTD
Account
OCP 10028
2A EVELINA ROAD
TOORAK 3142



Billers Code: 96503
Ref: 218087989 1000 0000 037

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS



Mail: Send this payment with your cheque to:
DEFT, GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 10028
2A EVELINA ROAD
TOORAK 3142



*496 218087989 10000000037

+218087989

10000000037<

3+

Plan of Subdivision No. RP10028

STATEMENT

| |
|--|
| |
|--|

| |
|---|
| <p>Ms K A Sinclair Unit 3 2A Evelina Road TOORAK VIC 3142</p> |
|---|

| Statement Period | | | |
|------------------------|--------|--------|---|
| 01 Apr 21 to 12 Oct 22 | | | |
| A/c No | 3 | Lot No | 3 |
| Page Number | 2 of 2 | | |

| Date | Type | Details | Reference | Debit | Credit | Balance |
|----------|------------------|----------------------|-----------|------------|------------|---------|
| | | Brought forward | | 2,750.00 | 2,583.33 | 166.67 |
| 14/04/22 | Receipt | Maintenance Fund | RA010253 | | 166.67 | 0.00 |
| 03/06/22 | Admin Fund | 01/07/22 To 30/09/22 | I0010328 | 377.78 | | 377.78 |
| 03/06/22 | Maintenance Fund | 01/07/22 To 30/09/22 | I0010334 | 166.67 | | 544.45 |
| 15/07/22 | Other | Arrears Notice Fee | M0000042 | 27.50 | | 571.95 |
| 19/07/22 | Receipt | Admin Fund | R0010261 | | 377.78 | 194.17 |
| 19/07/22 | Receipt | Maintenance Fund | RA010261 | | 166.67 | 27.50 |
| 19/07/22 | Receipt | Other | RB010261 | | 27.50 | 0.00 |
| 20/08/22 | Admin Fund | 01/10/22 To 31/12/22 | I0010340 | 377.78 | | 377.78 |
| 20/08/22 | Maintenance Fund | 01/10/22 To 31/12/22 | I0010346 | 166.67 | | 544.45 |
| 27/09/22 | Receipt | Admin Fund | R0010263 | | 377.78 | 166.67 |
| 27/09/22 | Receipt | Maintenance Fund | RA010263 | | 166.67 | 0.00 |
| | | | | \$3,866.40 | \$3,866.40 | Nil |



ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

12 October 2022

INFO TRACK
LEVEL 5, NORTH TOWER
459 COLLINS STREET
MELBOURNE VIC 3000

PLAN OF SUBDIVISION NO. RP10028
2A EVELINA ROAD, TOORAK
LOT NO: 3
UNIT NO: 3

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

- (1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.
- (2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully

VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in blue ink, appearing to read 'Madeline Fawke', with a long horizontal flourish extending to the right.

MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8195

Direct Email : occert@vbcs.com.au

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation 2A EVELINA ROAD
 2a Evelina Road
 Toorak 3142

Plan Number: RP10028

Vendor Ms K A Sinclair

Reference

This certificate is issued for Lot 3 on Plan Number RP10028 Lot Liability 6 Lot Entitlement 6
 the postal address of which is: 3/2A EVELINA ROAD, TOORAK VIC 3142

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> | <u>Date Paid</u> | <u>Notice Date</u> |
|--------------------------------|---------------|-----------------|------------------|--------------------|
| See Annexure 'Fees Details' | | | | |

Regulation 16(b)

The Administration Fund fees are paid up until

31/12/22

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees

Nil

(Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> | <u>Date Paid</u> | <u>Notice Date</u> |
|--------------------------------|---------------|-----------------|------------------|--------------------|
| See Annexure 'Fees Details' | | | | |

Regulation 16(b)

The Maintenance Fund fees are paid up until

31/12/22

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees

Nil

(Credit shown with -)

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> | <u>Date Paid</u> | <u>Notice Date</u> |
|--------------------|---------------|-----------------|------------------|--------------------|
|--------------------|---------------|-----------------|------------------|--------------------|

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees

Nil

(Credit shown with -)

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

| <u>Description</u> | <u>Amount</u> | <u>Due Date</u> | <u>Date Paid</u> | <u>Notice Date</u> |
|--------------------|---------------|-----------------|------------------|--------------------|
|--------------------|---------------|-----------------|------------------|--------------------|

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees

Nil

(Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing

| <u>Purpose</u> | <u>Fund</u> | <u>Amount</u> | <u>Due Date</u> | <u>Amount Unpaid</u> |
|----------------|-------------|---------------|-----------------|----------------------|
|----------------|-------------|---------------|-----------------|----------------------|

Interest Rate: 10.00

Interest to Certificate Date:

Nil

Daily Interest Accruing:

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 3 On Plan Number RP10028

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

| | |
|----------------|-----|
| Annual Fees | Nil |
| Special Fees | Nil |
| Other Payments | Nil |
| Interest | Nil |

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00) Nil

- 6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
- 8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
- 9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): \$13,460.95
- 10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
- 11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
- 13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
- 14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
- 15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: smahoney@vbcs.com.au
- 16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters See Attached 'OTHER MATTERS'

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot

3

On

Plan Number RP10028

The Common Seal of Owners Corporation 2A EVELINA ROAD PLAN OF SUBDIVISION NO. RP10028 was affixed on 12 October 2022 and witnessed by and in the presence of VBCS PTY LTD by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.



Dated: 12 October 2022

Owners Corporation Manager
Dianna Butler

PP

INSURANCE DETAILS
2A EVELINA ROAD

| Type/Name of Insurer | Policy Number/Broker | Sum Insured | Renewal Date | Date when last premium paid | Amount of last premium |
|--------------------------------|-------------------------------------|-------------|--------------|-----------------------------|------------------------|
| BUILDING CHU | HU0001564 BODY CORPORATE BROKERS | 2,164,615 | 04/10/23 | 27/09/22 | 4,320.60 |
| OFFICE BEARER CHU | HU0001564 BODY CORPORATE BROKERS | 100,000 | 04/10/22 | 05/10/21 | |
| PUBLIC LIABILITY CHU | HU0001564 BODY CORPORATE BROKERS | 10,000,000 | 04/10/22 | 05/10/21 | |

Item 10 - Non-Budget Items

OCTOBER 2022

THERE IS CURRENTLY AN INSURANCE CLAIM PENDING FOR LOT 1 THAT COULD INVOLVE COMMON PROPERTY BEING THE CAUSE OF THE DAMAGE. IF PROVEN COMMON PROPERTY HAS BEEN THE CAUSE OF THE DAMAGE AND THE INSURANCE CLAIM IS UNSUCCESSFUL, A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF THESE WORKS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/3/23 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

Item 11 - Common Property Affected

FOR CONTRACTS REFER ATTACHED SHEET.

Item 22 - Other Matters

RULES APPLY (ATTACHED)

THIS CERTIFICATE INCORPORATES AN ACCESSORY UNIT.

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

OWNERS CORPORATION CERTIFICATE (Continued)

| | | |
|----------------------------|------------------------|---------------------------|
| Name of Owners Corporation | 2A EVELINA ROAD | |
| Lot No. | 3 | on Plan No RP10028 |

ANNEXURE - LEVY DETAILS

| Description | Amount | Due Date | Date Paid | Discount | If paid by | Date of Notice | Amount Overdue | Amount Unpaid |
|-------------------------|--------|----------|-----------|----------|------------|----------------|----------------|---------------|
| ADMIN FUND | | | | | | | | |
| 01/04/22 to 30/06/22 | 383.33 | 01/04/22 | 14/04/22 | 0.00 | 01/04/22 | 02/03/22 | | |
| 01/07/22 to 30/09/22 | 377.78 | 01/07/22 | 19/07/22 | 0.00 | 01/07/22 | 03/06/22 | | |
| 01/10/22 to 31/12/22 | 377.78 | 01/10/22 | 27/09/22 | 0.00 | 01/10/22 | 20/08/22 | 0.00 | 0.00 |
| 01/01/23 to 31/03/23 | 377.78 | 01/01/23 | | 0.00 | 01/01/23 | | | |
| 01/04/23****30/06/23 | 379.17 | 01/04/23 | | 0.00 | 01/04/23 | | | |
| 01/07/23****30/09/23 | 379.17 | 01/07/23 | | 0.00 | 01/07/23 | | | |
| 01/10/23****31/12/23 | 379.17 | 01/10/23 | | 0.00 | 01/10/23 | | | |
| 01/01/24****31/03/24 | 379.17 | 01/01/24 | | 0.00 | 01/01/24 | | | |
| MAINTENANCE FUND | | | | | | | | |
| 01/04/22 to 30/06/22 | 166.67 | 01/04/22 | 14/04/22 | 0.00 | 01/04/22 | 02/03/22 | | |
| 01/07/22 to 30/09/22 | 166.67 | 01/07/22 | 19/07/22 | 0.00 | 01/07/22 | 03/06/22 | | |
| 01/10/22 to 31/12/22 | 166.67 | 01/10/22 | 27/09/22 | 0.00 | 01/10/22 | 20/08/22 | 0.00 | 0.00 |
| 01/01/23 to 31/03/23 | 166.67 | 01/01/23 | | 0.00 | 01/01/23 | | | |
| 01/04/23****30/06/23 | 166.67 | 01/04/23 | | 0.00 | 01/04/23 | | | |
| 01/07/23****30/09/23 | 166.67 | 01/07/23 | | 0.00 | 01/07/23 | | | |
| 01/10/23****31/12/23 | 166.67 | 01/10/23 | | 0.00 | 01/10/23 | | | |
| 01/01/24****31/03/24 | 166.67 | 01/01/24 | | 0.00 | 01/01/24 | | | |

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

CONTRACTS REGISTER

Plan of Subdivision No. RP10028

| | | | |
|--|-------------------|---------------------------------|---|
| Contractor Name and Address VBCS | Details of Duties | Delegated Powers | Basis of Remuneration 1810.20 |
| Commencement Date | 21/05/19 | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | Y | Date of Withdrawal of Financier | |
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |
| Contractor Name and Address | Details of Duties | Delegated Powers | Basis of Remuneration |
| Commencement Date | | Termination Date | |
| Term of Contract | | Finance | |
| Options | | Name of Financier | |
| Copy of Agreement on File | | Date of Advice from Financier | |
| Workers Comp No | | Date of Withdrawal of Financier | |



MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. 10028

AT 2A EVELINA ROAD, TOORAK, VIC, 3142

**Prepared by: Stuart Mahoney
Phone: 8531 8100
Email: smahoney@vbcs.com.au
Date of Meeting: 5 May 2022**

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 10028
Address: 2A EVELINA ROAD, TOORAK, VIC, 3142
Held: via Teleconference/Video Conference
Date: 5 May 2022 at 05:15 PM

PRESENT:

| <u>Name</u> | <u>Unit</u> |
|------------------|-------------|
| Miss A Stratigis | 1 |
| Ms S Hamlin | 2 |
| Ms K Sinclair | 3 |
| Mrs A McCall | 4 |
| Ms V Petitt | 6 |

IN ATTENDANCE: Mr Stuart Mahoney, Victoria Body Corporate Services
 Mr K Churong, Guest of Unit 6

| <i>Motion 1.</i> | <i>Chairperson for the Meeting</i> | <i>Ordinary Resolution</i> |
|---|------------------------------------|----------------------------|
| IT WAS RESOLVED THAT Mr S Mahoney be appointed to act as the Chairperson of the Meeting. | | |

| <i>Motion 2.</i> | <i>Minutes</i> | <i>Ordinary Resolution</i> |
|--|----------------|----------------------------|
| IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 21st of June 2021 be confirmed as a true and accurate account of proceedings at that Meeting. | | |

| <i>Motion 3.</i> | <i>Financial Statements & Position</i> | <i>Ordinary Resolution</i> |
|---|--|----------------------------|
| IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/3/21 be adopted. | | |

| <i>Motion 4.</i> | <i>Annual Budget & Contributions</i> | <i>Ordinary Resolution</i> |
|---|--|----------------------------|
| IT WAS RESOLVED THAT pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$13,100.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation. | | |
| This Fund is to remain in force until the next Annual General Meeting. | | |
| This amount is comprised of: | | |
| Administration: \$9,100.00 | | |
| Maintenance/Sinking: \$4,000.00 | | |
| Total: \$13,100.00 | | |

| <i>Motion 5.</i> | <i>Fees Due</i> | <i>Ordinary Resolution</i> |
|---|-----------------|----------------------------|
| IT WAS RESOLVED THAT pursuant to section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices Quarterly, commencing on the 1 st of April and that the Date of Notice will be the production date of that notice. | | |

| Motion 6. | Management of Levy Arrears | Ordinary Resolution |
|---|-----------------------------------|----------------------------|
| <p>IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the Owners Corporations Act 2006 (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:</p> <ol style="list-style-type: none"> 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; <p>Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 or the Owners Corporation Rules</p> <ol style="list-style-type: none"> 2. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 4. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 5. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 6. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s. | | |

| Item 7. | Person in Control of a Business Undertaking | |
|--|--|--|
| <p>THAT the Owners Corporation acknowledges they are the Person in Control of a Business Undertaking in regard to the common property for the purposes of Occupational Health and Safety legislation.</p> | | |

| Motion 8. | Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd | Ordinary Resolution |
|--|--|----------------------------|
| <p>IT WAS RESOLVED THAT in accordance with Section 119 of the Owners Corporations Act 2006 that:</p> <ul style="list-style-type: none"> • Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation; • The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the Owners Corporation Act; • The delegation is subject to the conditions and limitations set out in the Agreement; and • That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd. | | |

| Motion 9. | Delegation to Manager | Ordinary Resolution |
|---|------------------------------|----------------------------|
| <p>IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.</p> | | |

| | | |
|--|----------------------------------|----------------------------|
| Motion 10. | Confirmation of Insurance | Ordinary Resolution |
| IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the <i>Owners Corporations Act 2006</i> , the Manager continue the cover as per the attached schedule in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer. | | |

| | | |
|---|------------------------------------|----------------------------|
| Motion 11. | Renewal of Insurance Policy | Ordinary Resolution |
| IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker. | | |

| | | |
|---|---------------------------------|----------------------------|
| Motion 12. | Insurance Excess Payment | Ordinary Resolution |
| IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply: | | |
| <ul style="list-style-type: none"> • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s causing the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing. | | |

| | | |
|---|--|----------------------------|
| Motion 13. | Occupational Health & Safety Report | Ordinary Resolution |
| IT WAS RESOLVED THAT the Manager is to instruct a Building Consultant to prepare an Occupational Health and Safety Report identifying any matters on common property which the Owners Corporation is required to attend to comply with the relevant legislation and to provide the report to the Committee for review and instructions to the manager. | | |

| | | |
|--|------------------|----------------------------|
| Motion 14. | VBCS Plus | Ordinary Resolution |
| IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing. | | |

| | | |
|--|-----------------------------|----------------------------|
| Motion 15. | Approved Minor Works | Ordinary Resolution |
| IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$500.00 without obtaining the prior approval of the Owners Corporation. | | |

| | | |
|---|----------------------------|----------------------------|
| Motion 16. | After Hours Service | Ordinary Resolution |
| IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle. | | |

| | | |
|--------------------------------|-------------------------|--|
| Item 17. | Committee Report | |
| There was no Committee report. | | |

| | | |
|---|--|----------------------------|
| Motion 18. | Delegation to Committee/Chairperson | Ordinary Resolution |
| IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting or the appointment or termination of a Manager. | | |

| | | |
|---|---|----------------------------|
| Motion 19. | Election of Owners Corporation Committee/Chairperson of Owners Corporation | Ordinary Resolution |
| THAT in accordance with sections 98.1 and 100 of the Owners Corporations Act 2006, the election of the Owners Corporation Committee/ Chairperson of the Owners Corporation takes place and that: <ul style="list-style-type: none"> • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for Committee meeting and is not required to give three (3) days notice as set down in section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including section 98.1) of the Owners Corporation Act and any decision of the Owners Corporation will be determined by Postal Ballot. | | |

| | | |
|--|------------------------------|----------------|
| Motion 20. | Election of Committee | |
| Election of Ordinary Member | | |
| IT WAS RESOLVED THAT not to consider the appointment of a Committee and that the existing Committee members will remain in office until a new Committee is appointed. | | |
| Name | Unit | Details |
| Miss A Stratigis | 1 | |
| Ms S Hamlin | 2 | |
| Ms K Sinclair | 3 | |
| Mrs A McCall | 4 | |
| Mr M Erlandsen | 5 | |

| | | |
|---|-------------------------|--|
| Item 21 | General Business | |
| ADVANCE NOTICE OF PRIVATE RENOVATIONS: Ms S Hamlin noted it would be the ideal opportunity to remind all Owners to ensure they provide advance notice of any private renovations that could be of a disturbance for those residents who work from home, by utilising the personal contacts that Owners have of each other as a minimum way to notify of upcoming renovations so it can be passed onto renters or property managers of neighbouring Owners corporation units. | | |

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:19 PM

Stuart Mahoney

Stuart Mahoney
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 5 May 2022

OWNERS CORPORATION PLAN NO. 10028
2A EVELINA ROAD, TOORAK, VIC, 3142

Schedule of Fees

Administration Fund

| Lot no | 01/04/22 to 30/06/22 | 01/07/22 to 30/09/22 01/10/22 to 31/12/22 01/01/23 to 31/03/23 | 01/04/23 to 30/06/23 |
|--------|----------------------|--|----------------------|
| 1 | \$383.33 | \$377.78 | \$379.17 |
| 2 | \$383.33 | \$377.78 | \$379.17 |
| 3 | \$383.33 | \$377.78 | \$379.17 |
| 4 | \$383.33 | \$377.78 | \$379.17 |
| 5 | \$383.33 | \$377.78 | \$379.17 |
| 6 | \$383.33 | \$377.78 | \$379.17 |
| Total | \$2,299.98 | \$2,266.68 | \$2,275.02 |

Maintenance Fund

| Lot no | 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22 01/01/23 to 31/03/23 | 01/04/23 to 30/06/23 |
|--------|--|----------------------|
| 1 | \$166.67 | \$166.67 |
| 2 | \$166.67 | \$166.67 |
| 3 | \$166.67 | \$166.67 |
| 4 | \$166.67 | \$166.67 |
| 5 | \$166.67 | \$166.67 |
| 6 | \$166.67 | \$166.67 |
| Total | \$1,000.02 | \$1,000.02 |

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Service Companies are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.

The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot Owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as Owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All Owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the Committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all Owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au



Ambrosy for
H44

150389 1129 S24

P075264G

AMBROSY & FOX

Solicitors
Victoria

NOTIFICATION PURSUANT TO SECTION 24 (7) OF THE STRATA
TITLES ACT 1967

By a unanimous resolution duly passes on the 20th day of February, 1989 the by-laws then in force in respect of Registered Plan Number 10028 were added to amended or repealed pursuant to Section 24 (3) of the Strata Titles Act 1967 as set out in the Schedules hereto.

FIRST SCHEDULE

The following by-laws have been added to the First Schedule:

Nil

SECOND SCHEDULE

By-law No. 5 (f) of the First Schedule has been added to amended or repealed in part and now reads:

5 (f) The Body Corporate may by Special Resolution grant to a member or anyone claiming through him any special privilege (not being a Lease) in respect of the enjoyment of part or parts of the common property provided that any such grant shall be determinable by unanimous resolution and in particular hereby grants:

(a) To the registered proprietor of Unit 1, for itself and its successors in title and its tenants and licensees the exclusive right licence and privilege to use the courtyard area being identified on the copy plan annexed hereto and marked "A" and coloured red.

(b) To the registered proprietor of Unit 2, for itself and its successors in title and its tenants and licensees the exclusive right licence and privilege to use the courtyard area situated on the common property, the courtyard area being identified on the copy plan annexed hereto and marked "B" and the car parking area identified on the annexed plan marked "E" such areas being coloured green.

(c) To the registered proprietor of Unit 3, for itself and its successors in title and its tenants and licensees the exclusive right licence and privilege to use the courtyard area and car parking area situated on the common property, the courtyard area being identified on the copy plan annexed hereto and marked "C" and the car parking area being identified on the copy plan annexed hereto and marked "D" such areas being coloured orange.

THIRD SCHEDULE

The following by-law contained in the First Schedule has been wholly repealed : Nil.

4/4/89
[Signature]

Delivered by LANDATA®. Land Victoria timestamp 14/06/2013 10:51 Page 2 of 5

AMBROSY & FOX

SOLICITORS

~~PAUL JULIAN AMBROSY, B.ES. LL.B.~~
PETER LESLIE AMBROSY, B.JURIS. LL.B.

417 MALVERN ROAD,
SOUTH YARRA, VIC., 3141
POSTAL ADDRESS:
P.O. BOX 229
SOUTH YARRA, VICTORIA, 3141

AUSDOC: DX 14110 SOUTH YARRA

TELEPHONE: (03) 241 4355

FAX: (03) 240 0837

YOUR REF.

OUR REF. TFG:DEK

11th April, 1989

The Registrar of Titles,
Titles Office,
283 Queen Street
MELBOURNE

Dear Sir,

RE: NOTICE PURSUANT TO SECTION 24(7) OF THE STRATA TITLES ACT.
RE: BODY CORPORATE STRATA PLAN NO. 10028

We refer to your letter dated 7th inst. and should be pleased if you would allow our clerk to amend the abovementioned document by insertion of the following above the execution clause of Walmer Nominees Pty. Ltd.:

"WALMER NOMINEES PTY. LTD. and CATHERINE FRANCIS KELLAWAY being members of the Committee of the Body Corporate hereby attest the fixing of the Common Seal of the Body Corporate:"

Trusting this to be in order.

Yours faithfully,
AMBROSY & FOX

Per: 

- 2 -

DATED THIS 20th DAY OF February, 1989.

THE COMMON SEAL of BODY CORPORATE STRATA PLAN NO. 10028 was hereunto affixed in the presence of)
)
)



MEMBERS OF THE COMMITTEE

THE COMMON SEAL of WALMER NOMINEES PTY LTD was hereunto affixed in accordance with its Articles of Association in the presence of)
)
)
)



..... M S Cameron Director

..... [Signature] Secretary

SIGNED by the said CATHERIN FRANCESX KELLAWAY as a Member of the Body Corporate No. 10028)
)
)

C. F. Kellaway

Witnessed by (Signature) Authority attached 14/4/89

6687565

RP100287

DIAGRAM 1
GROUND STOREY

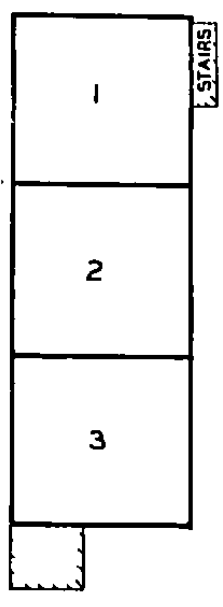


DIAGRAM 3

GROUND LEVEL

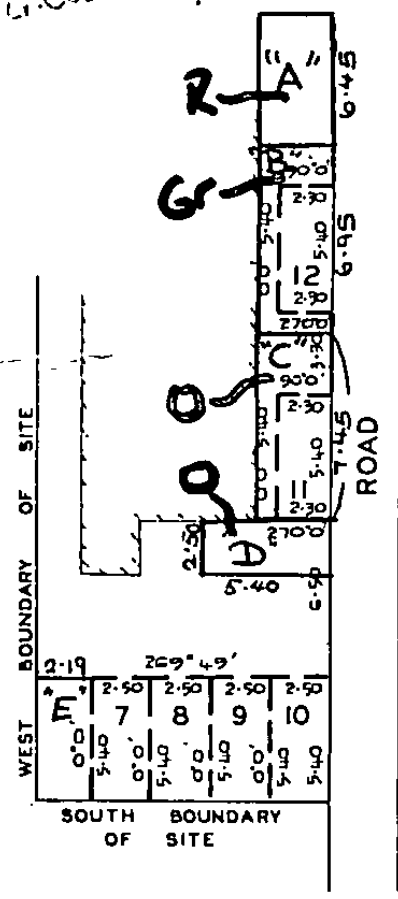
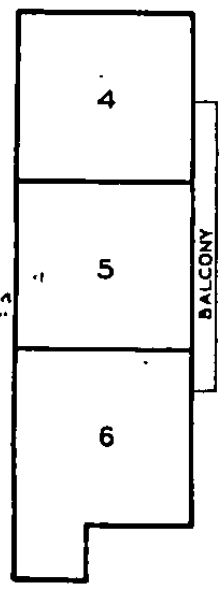


DIAGRAM 2
TOPMOST STOREY



John A. Lucas

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



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**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

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

**Service centres**

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
Corner Chapel and Greville Streets

Depot
293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm
T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144
council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

Please Quote Property No. 3 6 7 8 6

LAND INFORMATION CERTIFICATE *(Section 121 Local Government Act, 2020)*
and

VALUATION CERTIFICATE *(Section 13DJ Valuation of Land Act 1960)*

Property No: 36786
Reference: 357987
Agent Reference: 66467277-022-9
Issue Date: 10/10/2022

Cert No: wLIS01879/23
Receipt No: Not Applicable
Page No: 1 of 3

SECURE ELECTRONIC REGISTRIES
VICTORIA (SERV) (LIC)
Locked Bag 20005
MELBOURNE VIC 3001

Ratepayer (as recorded by Council):
In accordance with the provisions of the Information
privacy act 2000 ownership details are not displayed

Property Address: 3/2A Evelina Road TOORAK VIC 3142

AVPCC : 125 Strata unit or flat

Title Particulars: Lot 3 RP 10028 Vol 9215 Fol 754
Lot 11 RP 10028 Vol 9215 Fol 762

Capital Improved Value: \$575000 Level Value Date: 1/07/2022
Site Value: \$525000 Valuation Date: 1/01/2022
Net Annual Value: \$28750

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". 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 other relevant authority. A fee may be charged for such information.

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

| | |
|---|-----------------|
| ARREARS AS AT 1/7/2022 | 1033.65 |
| LEVY FOR THE YEAR ENDING 30/6/2023 | |
| General Rates | 561.35 |
| Fire Service Levy | 147.47 |
| Garbage Charges | 345.00 |
| Other Adjustments | 0.00 |
| Payment | -1019.65 |
| Rates Subtotal | 1067.82 |
| BALANCE OUTSTANDING | 1067.82 |

Interest will accrue on all overdue rates and charges at a rate of 10% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to council@stonnington.vic.gov.au.



Service centres

Stonnington City Centre

311 Glenferrie Road, Malvern

Prahran Town Hall

Corner Chapel and Greville Streets

Depot

293 Tooronga Road, Malvern

Open

Monday to Friday, 8.30am to 5pm

T 8290 1333 F 9521 2255

PO Box 58, Malvern Victoria 3144

council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- **FULL PAYMENT due by 15/02/2023**
- **INSTALMENTS DUE by 30/09/2022, 30/11/2022, 28/2/2023 & 31/5/2023**

Notations regarding subject property:

Notices or orders:

For information on notices and/or 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 please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: \$Nil

Recovery of money owed to Council by former owner or occupier

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 Liability: \$Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: \$Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: \$Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)

**Service centres****Stonnington City Centre**

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council@stonnington.vic.gov.au

STONNINGTON.VIC.GOV.AU**Specified Flood Level pursuant to the Building regulations 2006:**

NOT in an area liable to flooding

Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:

The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

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. 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 four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section

AUTHORISED OFFICER**BPay option available to pay Municipal Rates and Charges**

Bpay enables Rates and Charges to be paid from a nominated bank account via the internet or phone as shown below.

The Biller Code and Reference number relates to the property referred to on this Land Information Certificate.



Biller Code: 20198
Ref: 3678 612



Biller Code: 20198
Ref: 3678 612

INTERNETGo to www.stonnington.vic.gov.au**PHONE**

Call 1300 BPOINT



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Strategy Property Law C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
FLAT 3 LOT 3 2A EVELINA ROAD
TOORAK 3142
3 RP 90757

| REFERENCE NO. | YOUR REFERENCE | DATE OF ISSUE | CASE NUMBER |
|---------------|----------------------------|-----------------|-------------|
| 11D//04198/48 | LANDATA CER 66467277-034-2 | 08 OCTOBER 2022 | 42615850 |

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

| | | |
|--|--------------------------|---------|
| Parks Victoria - Parks Service Charge | 01/07/2022 to 30/06/2023 | \$81.60 |
| Melbourne Water Corporation Total Service Charges | 01/10/2022 to 31/12/2022 | \$27.42 |

(b) By South East Water

| | | |
|---------------------------------|--------------------------|-----------------|
| Water Service Charge | 01/10/2022 to 31/12/2022 | \$20.93 |
| Sewerage Service Charge | 01/10/2022 to 31/12/2022 | \$91.94 |
| Subtotal Service Charges | | <u>\$221.89</u> |
| Payments | | \$81.60 |
| TOTAL UNPAID BALANCE | | \$140.29 |

- The meter at the property was last read on 06/07/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

| | |
|-------------------------------|-----------------------|
| Water Usage Charge | \$0.75 per day |
| Sewage Disposal Charge | \$0.23 per day |

- 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.

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- 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 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. 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.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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:

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

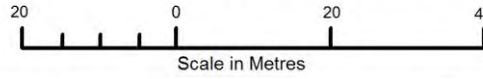
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

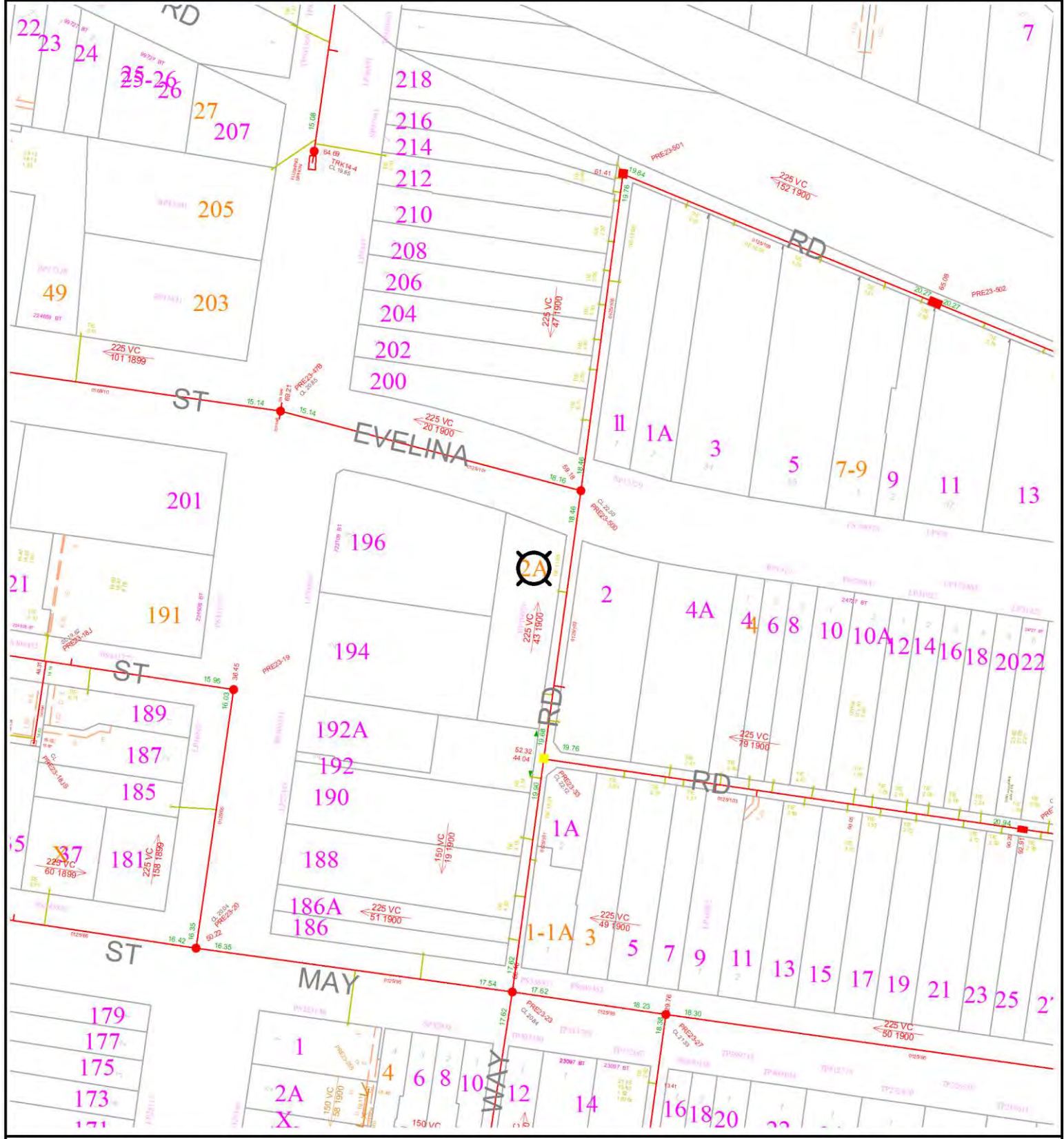


Property: Lot 3 FLAT 3 2A EVELINA ROAD TOORAK 3142

Case Number: 42615850



Date: 08OCTOBER2022



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.

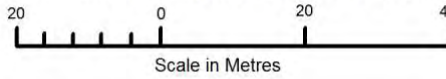
| | | | | | |
|-------------------------------|---------------------|--|-----------------------------------|--|------------------------|
| | Title/Road Boundary | | Subject Property | | Maintenance Hole |
| | Proposed Title/Road | | Sewer Main & Property Connections | | Inspection Shaft |
| | Easement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



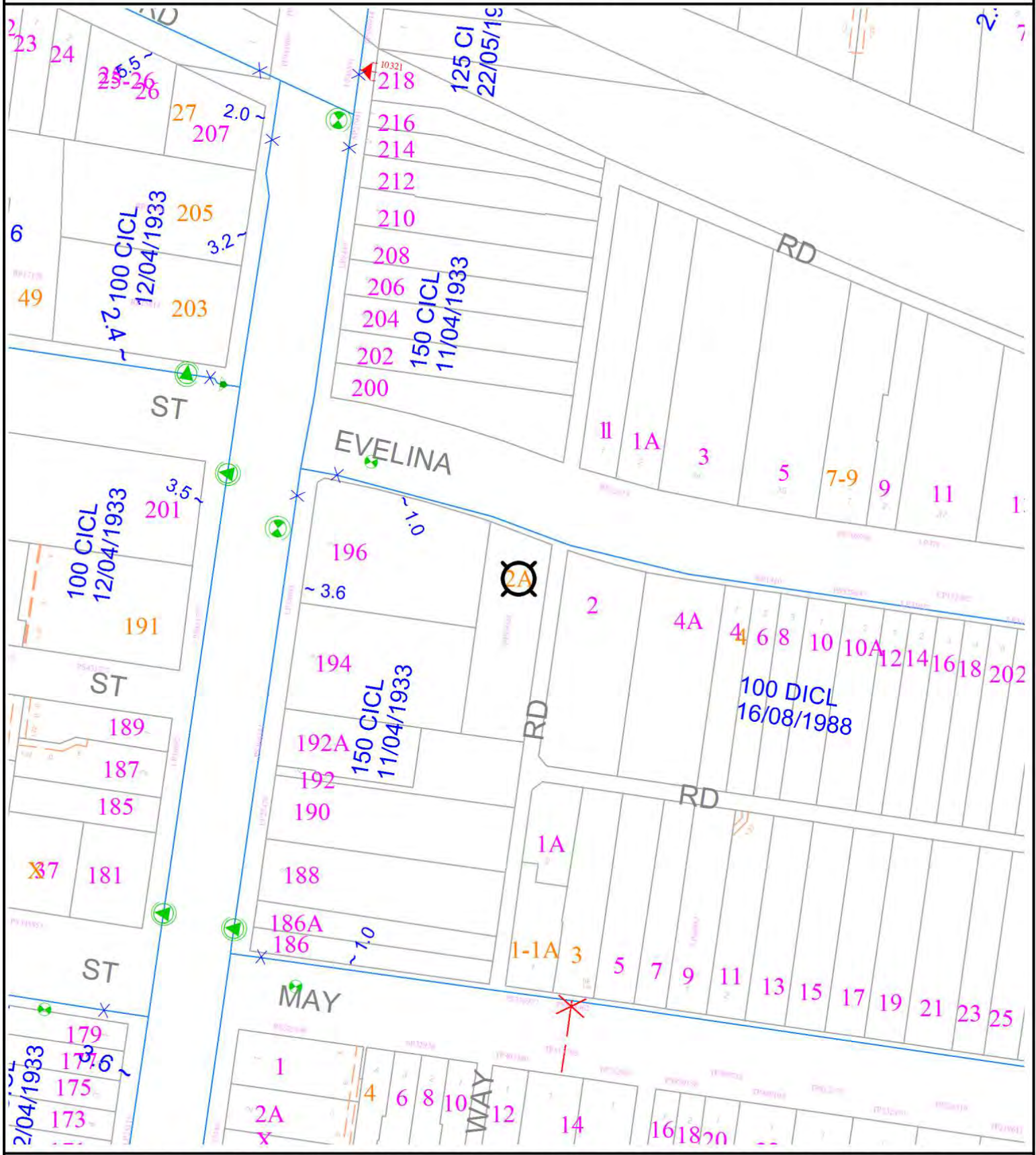
Property: Lot 3 FLAT 3 2A EVELINA ROAD TOORAK 3142



Case Number: 42615850



Date: 08OCTOBER2022



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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- Offset from Boundary



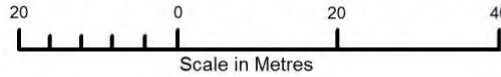
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

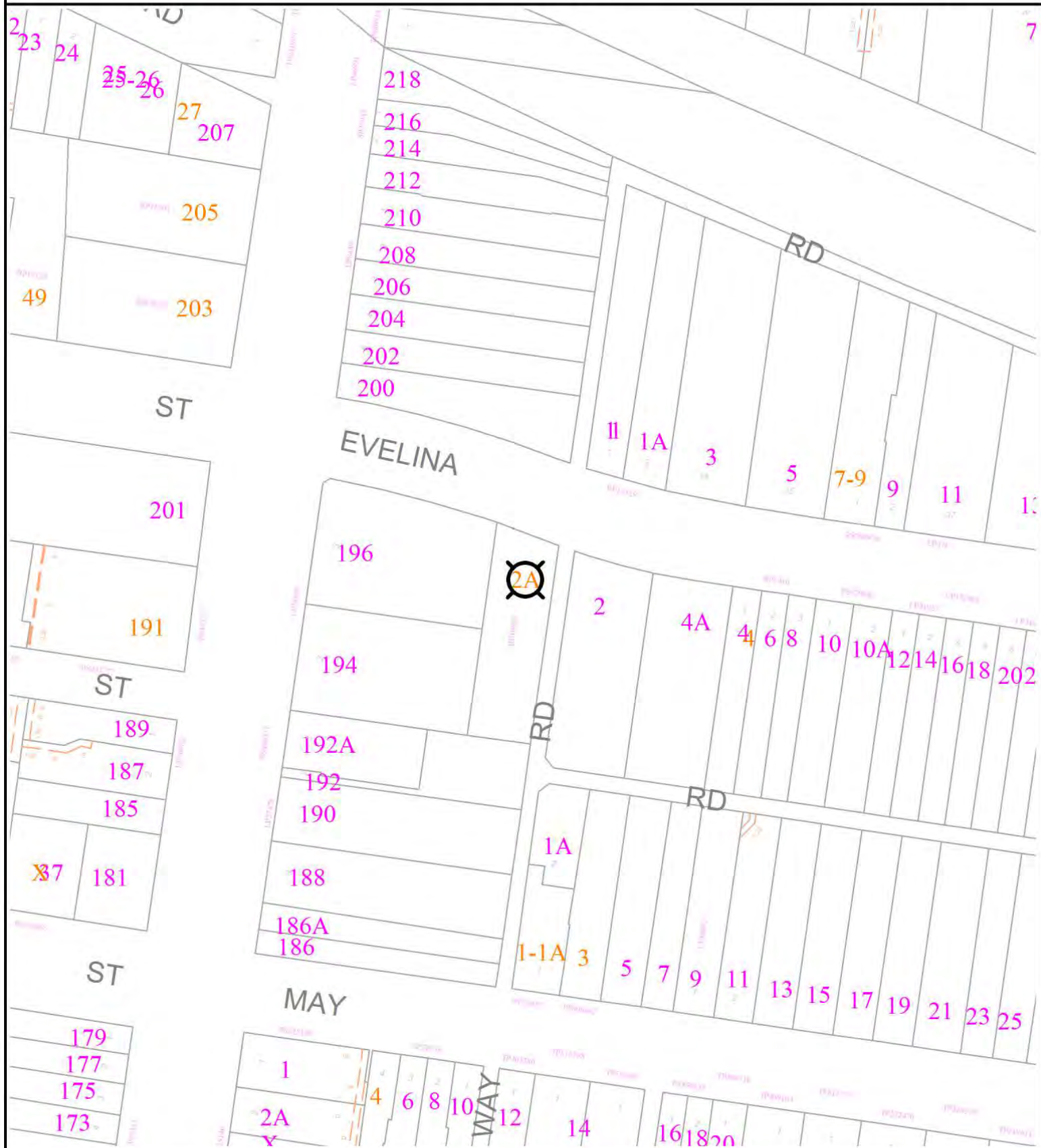
Property: Lot 3 FLAT 3 2A EVELINA ROAD TOORAK 3142



Case Number: 42615850



Date: 08OCTOBER2022



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

BUILDING PERMITPermit No: **19688 20150048/0****Issued To:**

Merrin Rowan
 11 Rylatt Street
 INDOOROPILLY, QLD 4068
 Phone: 0408 728 251

Builder:

9/07/2015

Richard Disauro
 3/3 Moreton Street
 ESSENDON, VIC 3040

Address for serving or giving of documents:

11 Rylatt Street INDOOROPILLY, VIC 4068

Owner:

Samuel Alister & Merrin Rowan
 11 Rylatt Street
 INDOOROPILLY, QLD 4068
 Phone: 0408 728 251

Property Details:**(Lot 3) 2a Evelina Road, TOORAK 3142**

Title Details: LP/PS: RP10028 Volume: 09215 Folio: 754
 Municipal District: STONNINGTON CITY COUNCIL

Building Practitioners and Architects:

| | | | |
|------------------|------------|------------------------------|--------------------------------|
| Nicholas Harding | C 16814 | Engaged to prepare documents | Architect |
| Keith Long | EC 1441 | Engaged to prepare documents | Engineer - Civil |
| Richard Disauro | DB-L 41744 | Engaged in the building work | Builder - Domestic - Limited |
| Anthony Magnacca | CB-L 39344 | Engaged in the building work | Builder - Commercial - Limited |

Domestic Building Work Insurance:

Insured by: QBE Insurance Policy Number: 410057484BWI-2 Policy Issued: 19-Jun-2015

Nature of Building Work:

Stage of work permitted: As shown on the approved plans
 Total new floor area (m2): 0.0 Cost of building work: \$115,000.00

Building Classification:

| <u>Nature of Work</u> | <u>Part of Building</u> | <u>BCA Class</u> |
|-----------------------|---|------------------|
| Alteration to | Internal Alterations to Existing Dwelling | 1ai |

Required Inspections: (For Building Inspections phone 0431 090 676)

- Frame
- Final

09-Jul-2016

09-Jul-2017

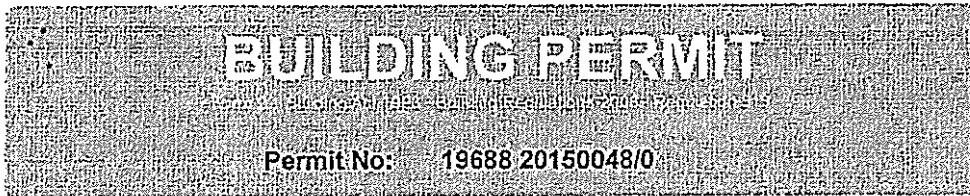
Occupation or Use of Building:

A Certificate of Final Inspection is required prior to the use or occupation of this building.

528

Kinban Building Consultants
 ABN 25386240840
 EMAIL admin@kinban.com.au
 www.kinban.com.au

603 Canterbury Road SURREY HILLS VIC 3127
 0431 090 676

**Property Details:****(Lot 3) 2a Evelina Road, TOORAK 3142**

Title Details: LP/PS: RP10028 Volume: 09215 Folio: 754
Municipal District: STONNINGTON CITY COUNCIL

Documents Supporting Application:

| <u>Document Name</u> | <u>Prepared By</u> | <u>Reference Nbr</u> | <u>Issued</u> |
|---|--------------------|----------------------|---------------|
| - Building Permit Application Form | | | 17/04/2015 |
| - Builders Warranty Insurance Certificate | | | 19/06/2015 |
| - Certificate of Title | | | 09/07/2015 |
| - Plan of Subdivision | | | 09/07/2015 |
| - Protection Work Response Notice - Reg 602 | | | 09/07/2015 |
| - Protection Work Response Notice - Reg 602 | | | 09/07/2015 |
| - Schedules | | | 09/07/2015 |
| - Project Building Specifications | | | 09/07/2015 |
| - Structural Computations, Drawings & Form 1507 | Keith Long | | 09/07/2015 |
| - Certificate of Compliance - Design | | | 09/07/2015 |
| - Architectural Drawings | Nicholas Harding | | 09/07/2015 |

Permit Conditions:

- 1 The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- 2 Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2006 and with any conditions or requirements imposed in accordance with the Act or Regulations.
- 3 Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved.
- 4 The builder and/or owner must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the date of issue of this permit are displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work. In addition, take all reasonable steps to ensure that that this information continues to be so displayed and remains visible and legible for the duration of the building work to which this permit applies.

Dispensations:

- 1 Section 10(2) Building Act 1993 - This Building Permit has been issued to comply with BCA Volume 2 Section 2014 as the design was substantially complete prior to 1st May 2015.

Signed:

Building Surveyor: Matt Hansen

Date permit issued: 09-Jul-2015
Registration No: BS-U 19688

Notes

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

528

Kinban Building Consultants
ABN 25386240840
EMAIL admin@kinban.com.au
www.kinban.com.au

603 Canterbury Road SURREY HILLS VIC 3127
0431 090 676

BUILDING PERMIT

Permit No: 19688 20150048/0

Property Details:**(Lot 3) 2a Evelina Road, TOORAK 3142**

Title Details: LP/PS: RP10028 Volume: 09215 Folio: 754

Municipal District: STONNINGTON CITY COUNCIL

Terms and Conditions**1. Role of Kinban****1.1 Professional Standard of Care**

In performing the Services, Kinban shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Kinban becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Kinban for Services**2.1 Client to Make Payment**

In consideration of the promise by Kinban to perform the Services, the Client promises to pay to Kinban the fees and the expenses as set out in Kinban's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Kinban, Kinban may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Kinban, if the Client fails to pay all monies as and when due, Kinban shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Kinban, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Kinban in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Kinban, then the Client shall pay to Kinban a reasonable sum of money to cover the consequential costs and expenses suffered by Kinban as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Kinban is terminated for any reason other than for breach of these Terms of Engagement by Kinban, then Kinban shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Kinban in performing the Services, then the fees and expenses otherwise payable to Kinban under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability**3.1 Direct and Indirect Loss**

The liability of Kinban to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Kinban to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Kinban from, and agrees that Kinban is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Kinban's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Kinban shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract (tort or otherwise), at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Kinban (or any employee of Kinban) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Kinban does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of engagement or at or any of time.

provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Kinban from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services**4.1 Termination by Client**

Subject always to the provisions of the Building Act 1993 (as amended), the Client may by notice in writing served on Kinban terminate the Kinban's engagement under these Terms of Engagement:

- (a) if Kinban is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Kinban of a notice requiring the breach to be remedied; or

- (b) if the Client serves on Kinban a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Kinban Subject always to the provisions of the Building Act 1993 (as amended), Kinban may by notice in writing served on the Client terminate Kinban's obligations under these Terms of Engagement:

- (a) if the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Kinban may allow) of the service by Kinban on the Client of a notice requiring the breach to be remedied; or
- (b) if the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Kinban may allow) of the service by Kinban on the Client of a notice requiring the breach to be remedied; or
- (c) if Kinban serves Kinban on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Kinban's obligations are terminated, then the Client shall pay for all work-in-progress performed by Kinban up until the date of termination.

5. General Matters**5.1 Transfer and Assignment**

(a) Kinban and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Kinban nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Kinban from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Kinban, then Kinban may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation**6.1 Definitions**

Except where the context requires otherwise: "the Client" means the owner of the Property and (to the extent appropriate) includes the agents (including the builder) officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Kinban's Letters to the Client; "Kinban's Letters" means Kinban's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of these Terms of Engagement continue in force.

Kinban Building Consultants
 ABN 25386240840
 EMAIL admin@kinban.com.au
 www.kinban.com.au

603 Canterbury Road SURREY HILLS VIC 3127
 0431 090 676

CERTIFICATE OF FINAL INSPECTION



Certificate No: 19688 20150048/0

Issued To:

Samuel Alister & Merrin Rowan
11 Rylatt Street
INDOOROPILLY, QLD 4068
Contact: Samuel Alister & Merrin Rowan
Phone: 0408 728 251

Copy To:

Merrin Rowan
11 Rylatt Street
INDOOROPILLY, QLD 4068
Contact: Merrin Rowan
Phone: 0408 728 251

Property Details:

10/02/2016

(Lot 3) 2a Evelina Road, TOORAK 3142

Title Details: LP/PS: RP10028 Volume: 09215 Folio: 754
Municipal District: STONNINGTON CITY COUNCIL

Description of Building Work:

| <u>Nature of Work</u> | <u>Part of Building</u> | <u>Permitted Use</u> | <u>Class</u> |
|-----------------------|---|----------------------|--------------|
| Alteration to | Internal Alterations to Existing Dwelling | Residential | 1ai |

Directions:

All directions under Part 4 of the Building Act 1993 have been complied with.

Signed:

Building Surveyor: Matt Hansen
Registration No: BS-U 19688

Date of final inspection: 14-Dec-2015
Date of issue: 10-Feb-2016

A certificate of final inspection is not evidence that the building or building work concerned complies with the Building Act 1993 or the building regulations.

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Kinban Building Consultants
ABN 25386240840
EMAIL admin@kinban.com.au
www.kinban.com.au

603 Canterbury Road SURREY HILLS VIC 3127
0431 090 676



Domestic Building Insurance

Policy Number 410057484BWI-2

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



037
SAMUEL ALISTER & MERRIN ROWAN
11 RYLATT ST
INDOOROOPIILLY 4068

Account Number
41BWPC01
Date Issued
19/06/2015

Dear SAMUEL ALISTER & MERRIN ROWAN

Your builder has requested that QBE Insurance (Australia) Limited issue domestic building insurance for the building works you have agreed to have the builder carry out. The Victorian Managed Insurance Authority (VMIA) underwrites this cover and will handle any claim that may arise under this policy.

Enclosed you will find the following documents that you should read and keep in a safe place:

- Certificate of Insurance
Frequently asked questions (FAQs) about this cover
Policy wording that details the cover provided

The certificate is issued in line with information given to us at the time the builder requested cover.

What do I need to do?

You will need to carefully review the information contained on the Certificate of Insurance and ensure that it accurately reflects the building works being performed. In particular, you should check the information listed on the Certificate of Insurance against your building contract as follows:

- Is the builder name correct?
Is the 'declared contract price' on the certificate the same as the price listed in your building contract?

If the answer to either of these questions is no, or you are unsure, please contact QBE on 1300 790 723 for advice.

What does this insurance cover?

Domestic building insurance is designed to protect you and any subsequent purchaser(s) of the property, subject to the terms and conditions of the policy, in the event that you sustain loss or damage ONLY IF the compensation for that loss or damage is not recoverable from the builder due to the builder's death, disappearance or insolvency.

You should also read the frequently asked questions (FAQs) and the policy wording to find out what this policy does and does not cover.

If you have any questions, please contact QBE on 1300 790 723.

Yours sincerely
QBE Insurance (Australia) Limited





Domestic Building Insurance
Certificate of Insurance

Policy Number 410057484BWI-2

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



SAMUEL ALISTER & MERRIN ROWAN
11 RYLATT ST
INDOOROPILLY 4068

Account Number
41BWPC01
Date Issued
19/06/2015

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the Insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

ALTERATIONS AND ADDITIONS STRUCTURAL

At the property

3/2A EVELINA ROAD
TOORAK VIC 3142

Carried out by the builder

RICHARD DI SAURO
ABN: 18 816 460 844



Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE IMMEDIATELY. If these details are incorrect, the domestic building work will not be covered.

For the building owner

SAMUEL ALISTER & MERRIN ROWAN

Pursuant to a domestic building contract dated

09/06/2015

For the contract price of

\$115,000.00

Type of cover

Cover is only provided if RICHARD DI SAURO has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.



Domestic Building Insurance
Certificate of Insurance

Policy Number 410057484BWI-2

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place.

These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

| PROPERTY TITLE INSURANCE | MATCH | DOMESTIC BUILDING CONTRACT |
|---|--|---|
| <p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p> | <p>Can be a match if the name of builder does not match</p> <p>✓</p> | <p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p> |
| <p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN → ABN: 12'345 678 910</p> | <p>Can be a match if name of builder does not match</p> <p>✗</p> | <p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD → ACN: 12'345 678</p> |
| <p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p> | <p>Can be a match if ABN or ACN does not match</p> <p>✗</p> | <p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p> |



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Strategy Property Law C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357987

NO PROPOSALS. As at the 7th October 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 3, 2A EVELINA ROAD, TOORAK 3142
CITY OF STONNINGTON

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

Date of issue: 7th October 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 66467277 - 66467277174625 '357987'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / STRATEGY PROPERTY LAW

Your Reference: 1979

Certificate No: 57826213

Issue Date: 07 OCT 2022

Enquiries: ESYSPROD

Land Address: UNIT 3, 2A EVELINA ROAD TOORAK VIC 3142

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|-------|--------|-------|-------------|
| 14222739 | 3 | 10028 | 9215 | 754 | \$0.00 |
| | 11 | 10028 | 9215 | 762 | |

Vendor: KATE AERIAL SINCLAIR

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------|------|---------------|------------------|------------------|--------|
| MS KATE AERIAL SINCLAIR | 2022 | \$465,000 | \$0.00 | \$0.00 | \$0.00 |

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$550,000

SITE VALUE: \$465,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 57826213

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$705.00

Taxable Value = \$465,000

Calculated as \$375 plus (\$465,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57826213

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 57826213

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Due diligence checklist

What you need to know before buying a residential property

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

(04/10/2016)

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.