

Contract of Sale of Real Estate*

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

Property address **10/2 June Crescent, Glen Iris 3146**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2017

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2017

Print name(s) of person(s) signing: **DONI DARMONO AND I-CHIH CHEN**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS	
Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)	EXCEPTIONS: The 3-day cooling-off period does not apply if:
You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.	• you bought the property at or within 3 clear business days before or after a publicly advertised auction;
You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.	• the property is used primarily for industrial or commercial purposes; or
You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.	• the property is more than 20 hectares in size and is used primarily for farming; or
	• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
	• you are an estate agent or a corporate body.

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

All fixed floor coverings, electric light fittings and fixtures of a permanent nature, as inspected on day of sale including dishwasher and air conditioner.

Payment (general condition 11)

Price \$
Deposit \$ _____ by _____ (of which \$ _____ has been paid)
Balance \$ _____ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

1A Acceptance of title

General condition 12.4 is added:

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

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing



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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
3. The General Conditions are varied as follows:-
 - a. In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations".
 - b. General Condition 5, 8, 15.2(b), 24.4, 24.5 and 24.6 are deleted.
4. In addition to the encumbrances set out in the Schedule the Purchaser buys subject to any other encumbrances, notices, orders or other matters set out in the attached copy of the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962.
5. The Purchaser acknowledges before paying any money or signing any document in relation to this sale, the Purchaser received a copy of this Contract and a Vendor's Statement (Section 32) executed by the Vendor.
6. If the Property is offered for sale by public auction, subject to the Vendor's reserve price, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2014 or any rules prescribed by regulation which

modify or replace those Rules.

7. The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use of the development of it whether imposed by any act, ordinance, regulation, by-law, planning scheme, interim development order or other statutory enactment or order of court of otherwise and whether actual or potential or otherwise.
8. The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
 - a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. Subject to any infestations and dilapidation;
 - d. Subject to all existing, water, sewerage, drainage and plumbing services and connections in respect of the property;
 - e. Subject to any Section 173 Agreement entered into by the Vendor, registered on title;
 - f. Subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Authority including under the Planning Permit or as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls.
 - g. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

9. The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the Purchase Price, because of:
 - a. any misdescription of the Land;
 - b. any deficiency in its area or measurement;
 - c. any failure to comply with a law relating to the Property or a requirement of any Government Agency; or
 - d. any improvements not being erected within the boundaries of the Land.
10. If the purchaser shall be or include a Company the Company will forthwith after execution of this Contract procure the execution by each of its directors on the part of the Contract intended to be held the Vendor of the Guarantee annexed to this Contract.
11. If there is more than one Purchaser the agreements and the obligations of the Purchasers under this Contract shall bind them jointly and each of them severally.
12. If there is more than one purchaser it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
13. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional Duty which may be assessed as a result of the variation.
14. The Purchasers' fully indemnify the Vendor, the Vendor's agent's and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional Duty payable as a result of the proportions in the Transfer differing from those in the Contract.
15. This Special Condition will not merge on completion.
16. If the Purchaser defaults in compliance with any of the terms and conditions of this Contract then in addition to any rights the Vendor is entitled to under this Contract the Purchaser shall pay:
 - a. interest as provided in this Contract,
 - b. all expenses incurred by the Vendor as a result of such breach including interest, fees and charges payable by the Vendor to a mortgagee of the Land;
 - c. any penalty payable by the vendor through any delay in completion of the vendor's purchase of another property;
 - d. all expenses incurred by the vendor of bridging finance in connection with the purchase of another property, including interest, fees and charges; and
 - e. all legal costs incurred by the Vendor, including but not limited to the costs of and incidental to the preparation and service of a notice of default, calculated on a Solicitor/Conveyancer and own client basis.
17. If the Purchaser breaches this contract and as a result the Property remains registered in the name of the Vendor at midnight on 31 December following the date settlement is due under this Contract ("the Due Date"), then any Land Tax shall be adjusted on the basis that the Purchaser shall pay and be liable for all land tax assessed, charged and levied to the Vendor in respect of the Property after the Due Date.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

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

11. PAYMENT

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

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

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

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

notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

DATED

2017

DONI DARMONO AND I-CHIH CHEN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10/2 June Crescent, Glen Iris 3146

SANDOW CONVEYANCING PTY LTD

Licensed Conveyancers
13 Hotham Street
Hughesdale Vic 3166

Tel: 0422 380 227

Fax: 03 8676 1947

Ref: BPS:170495BS

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1. A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decisions unless the facts are *agreed* between the parties.
 - 2.2. A copy of all relevant documents.
 - 2.3. The issues, based on the agreed facts, to be determined by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/-the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - 7.1. To call for further and better particulars in order to make a decision.
 - 7.2. To refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

**The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

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	10/2 June Crescent, Glen Iris 3146
-------------	------------------------------------

Vendor's name	Doni Darmono	Date / /
Vendor's signature		

Vendor's name	I-Chih Chen	Date / /
Vendor's signature		

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) Their total does not exceed:

\$4,900.00

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): -

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Are contained in the attached certificate.

6. **OWNERS CORPORATION**

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

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

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

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](https://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.

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.

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

VOLUME 08925 FOLIO 473

Security no : 124065259827J
Produced 30/03/2017 07:23 am

LAND DESCRIPTION

Unit 10 on Strata Plan 002999 and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 08176 Folio 810
Created by instrument E367524 05/05/1972

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

I-CHIH CHEN
DONI DARMONO both of UNIT 10 2 JUNE CRESCENT GLEN IRIS VIC 3146
AH132434V 30/03/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH132435T 30/03/2010
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 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 RP002999 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 10 2 JUNE CRESCENT GLEN IRIS VIC 3146

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP002999

DOCUMENT END

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E367524

PLAN OF STRATA SUBDIVISION	
<p style="text-align: right; font-size: 2em; font-weight: bold;">2999</p> <p>THE PARCEL Part of the land described in Certificate of Title Volume 8176 Folio 810. Being part of Crown Allotment 137^A Parish of Bororoondara County of Bourke.</p> <p>POSTAL ADDRESS OF BUILDINGS 162 June Crescent, Glen Iris.</p> <p>FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE BODY CORPORATE SEARCH REPORT</p>	<p>REGISTERED</p> <p>TIME 8.55 am</p> <p>DATE 5 MAY 1972</p>
<p>The land shown as thus is encumbered for Drainage purposes vide L.P.98721.</p> <p>The common property and all units are as to part affected by the above mentioned easement;</p> <p>Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.</p>	
<p>CERTIFICATE OF LICENSED SURVEYOR UNDER REGULATION 4</p> <p>I, Francis O'Malloran of 374 L Collins Street, Melbourne 3000, a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958 that the plan accurately represents as at the <u>18th March 1972</u> in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958 and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the locations at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.</p> <p>Signature <u>F O Malloran</u> Date <u>27.3.72</u></p>	<p>SEAL OF MUNICIPALITY AND ENDORSEMENT</p> <p>It is hereby certified that this Plan has been Sealed by the Council of the City of Camberwell pursuant to Sub-section (1) of Section 6 of the Strata Titles Act 1967.</p> <p>Sealed by Order of the Council this..... 17th day of..... APRIL..... 1972.</p> <p><u>Donalby J. Laven</u>..... COUNCILLOR <u>W. Whitehead</u>..... COUNCILLOR <u>C. J. Press</u>..... TOWN CLERK</p>
<p><u>Francis O'Malloran</u> 20020205 SURVEYOR</p> <p>SHEET 1 OF 3 SHEETS</p>	

E367524

SCHEDULE OF UNIT ENTITLEMENT AND LIABILITY

RP2199

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

LEGEND

The southern most building part of which is contained in unit 1 is partly a single storey building and partly a double storey building.

The building in the parcel part of which is contained in units 1 to 5 (both inclusive) is a single storey building.

The building in the parcel part of which is contained in units 6 to 10 (both inclusive) is a single storey building.

The upper boundary of each of units 1 to 10 (both inclusive) is 25 feet above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 3 hereof;

The lower boundary of each of these units is 10 feet below that part of the site.

The common property is all the land in the parcel except the land in units 1 to 10 (both inclusive).

No unit on this plan is an accessory unit.

It is hereby certified that this Plan has been
Sealed by the Council of the City of Camberwell
pursuant to Sub-section (1) of Section 6 of the
Strata Titles Act 1967.

Sealed by Order of the Council this
17th day of April

1974.

Barbara J. Lawson COUNCILLOR

A. Hutchinson COUNCILLOR

J. J. Bluff TOWN CLERK

J. O. Sullivan
Licensed Surveyor.

SHEET 2 OF 3 SHEETS.

E367524

RP2999

Eastern boundary of Site

Northern boundary of Site

Southern boundary of Site

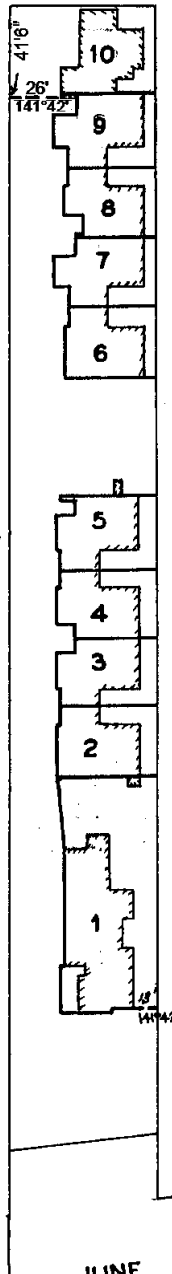


DIAGRAM 1
 GROUND AND
 TOPMOST STOREY

It is hereby certified that this Plan has been Sealed by the Council of the City of Camberwell pursuant to Sub-section (1) of Section 6 of the Strata Titles Act 1967.

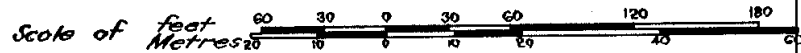
Sealed by Order of the Council this 17th day of APRIL 1972.

Bonnie J. Bowen COUNCILLOR

A. Hutchinson COUNCILLOR

J. J. [Signature] TOWN CLERK

JUNE CRESCENT



J. V. Velloian
 Licensed Surveyor.

SHEET 3 OF 3 SHEETS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 30/03/2017 07:28:41 AM

OWNERS CORPORATION
PLAN NO. RP002999

The land in RP002999 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Units 1 - 10.

Limitations on Owners Corporation:

Unlimited

Postal Address for Service of Notices:

123 CHURCH STREET HAWTHORN VIC 3122
AN095545L 12/09/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0.00	0.00
Unit 1	80.00	80.00
Unit 2	50.00	50.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Unit 3	50.00	50.00
Unit 4	50.00	50.00
Unit 5	50.00	50.00
Unit 6	50.00	50.00
Unit 7	50.00	50.00
Unit 8	50.00	50.00
Unit 9	50.00	50.00
Unit 10	50.00	50.00
Total	530.00	530.00

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.

Property Report

 from www.land.vic.gov.au on 24 March 2017 03:37 PM

Address: UNIT 10/2 JUNE CRESCENT GLEN IRIS 3146

Lot and Plan Number: Lot 10 RP2999

Standard Parcel Identifier (SPI): 10\RP2999

Local Government (Council): BOROONDARA **Council Property Number:** 279970

Directory Reference: Melway 60 A10

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: SOUTHERN METROPOLITAN

Legislative Assembly: BURWOOD

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: Yarra Valley Water Ltd

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)
SCHEDULE TO THE NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

This property is within, or affected by, one or more areas of cultural heritage sensitivity

Planning information continued on next page

Planning scheme data last updated on 9 March 2017.

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, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.delwp.vic.gov.au/planning

Areas of Aboriginal Cultural Heritage Sensitivity

The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)

Area Map



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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

426955

APPLICANT'S NAME & ADDRESS

SANDOW CONVEYANCING C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

DARMONO, DONI

PURCHASER

N/A, N/A

REFERENCE

352120

This certificate is issued for:

LOT 10 PLAN RP2999, LOT CM PLAN RP2999 ALSO KNOWN AS 10/2 JUNE CRESCENT GLEN IRIS
BOROONDARA CITY

The land is covered by the:

BOROONDARA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

LANDATA®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

30 March 2017

Hon. Richard Wynne MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

Instalment reminder notice Rates and Charges 2016-2017



I Chen & D Darmono
17 Catherine Ave
MOUNT WAVERLEY VIC 3149



027
I001892
R1_2120

Issue date	30/01/2017
Property number	279970
Reference number	00330290
Date rates declared	27/06/2016
Capital improved value	\$690,000
Site value	\$515,000
Net annual value	\$34,500
Level of value date	01/01/2016
Value effective date	01/07/2016

3rd INSTALMENT due 28th February, 2017 \$317.00

Property location

10/2 June Crescent, GLEN IRIS VIC 3146

Would you like to receive your next rates notice via email?

Scan the QR code on this notice or go direct to boroondara.formsport.com.au to register your details and the next rates notice will be delivered to your nominated email address.

Scan this QR Code
to register for
e-Notices or go to
boroondara.formsport.com.au



Methods of payment



Select the Payments link on Council's website www.boroondara.vic.gov.au. Then select "Rates" and then select "Rates Payment Portal"



Payments through BPAY® may be made through your participating bank. Quote Biller Code and your Reference. Payment may be made from your savings or



Pay in-store at Australia Post or by phone 13 18 16

Payment may be made by credit card (Visa, Mastercard, American Express)



Mail

Detach the perforated section of this notice and mail with your cheque or money order made payable to City of Boroondara and crossed not negotiable to:





Quarterly Bill

Enquiries 1300 900 229

Faults 13 2762 (24hrs)

Account Number 59 2701 0000

Invoice Number 5927 0828 80245



071355-001 000205(409) D027 H3

MR I CHEN & D DARMONO
17 CATHERINE AVE
MOUNT WAVERLEY VIC 3149

Total Due \$305.40

Due Date 6 February 2017

Need more time to pay?

Go to yvw.com.au/extend or call 1300 304 688

Tax Invoice Issued 17 Jan 2017

ACCOUNT SUMMARY

UNIT 10 2 JUNE CRES, GLEN IRIS

Property Number 1097 333, RP 2999

Product/Service	Amount
Usage Charges	\$151.79
Water Supply System Charge	\$43.06
Sewerage System Charge	\$86.68
Yarra Valley Water Total	\$281.53
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$23.87
TOTAL (GST does not apply)	\$305.40

See reverse for details

PAYMENT SUMMARY

Last Account	\$248.40
Paid/Adjusted	-\$248.40
Balance	\$0.00
Total this Account	+\$305.40
Amount Due	\$305.40

WATER USAGE

Under the Residential Tenancies Act an owner cannot request their tenant to pay the proportional water usage or sewage disposal charge.



*3042 592708288024 5

UNIT 10 2 JUNE CRES, GLEN IRIS

If you'd like to receive your bills via email, simply text your account number and email address to 0417 364 906.

Payment Slip

Account Number 59 2701 0000

Invoice Number 5927 0828 80245

Total Due \$305.40

Due Date 6 February 2017

Your next meter read is scheduled for 12/04/17.

ACCOUNT DETAILS

Water Usage from 13/10/2016 to 16/01/2017

Meter number	Current reading	Previous reading	Usage
YDF006544	652kL	- 609kL	= 43kL
YATD060707	32kL	- 0kL	= 32kL
Your chargeable usage is			36.30kL

Your chargeable usage has been calculated as a proportion of the total usage for this development.

In 95 days you used 36.300 kilolitres, equalling 382 litres per day.
One kilolitre (kL) equals 1,000 litres.

Usage*	Price \$/kL	Amount
STEP 1 36.300kL	x 2.5993 =	\$94.35

*Rising step tariffs (formerly known as block) are adjusted according to the days in your meter reading period, and applied on a daily basis.

Sewage Disposal from 13/10/2016 to 16/01/2017.

For the disposal and treatment of sewage from your property. It is based on your water usage and adjusted for seasonal variations.

Usage	Seasonal factor	Seasonal volume	Discharge factor	Sewage volume
36.300kL	x 0.8700 =	31.580kL	x 0.900 =	28.422kL
Sewage volume	Price \$/kL	Amount		
28.422	x 2.0210 =	\$57.44		
Total Usage Charges		\$151.79		


The Water Supply System Charge from 01 Jan 17 to 31 Mar 17 is a fixed charge of \$43.06 per property based on a daily rate.


The Sewerage System Charge from 01 Jan 17 to 31 Mar 17 is a fixed charge of \$86.68 per property based on a daily rate.


Waterways and Drainage Charge from 01 Jan 17 to 31 Mar 17.


This charge is collected on behalf of Melbourne Water and used to manage and improve waterways, drainage and flood protection. The charge is billed at a flat rate for each separate occupancy on a rateable property or for vacant land. For information about the charge and the projects it funds in your region, visit melbournewater.com.au/yarravalleywater

ADDITIONAL INFORMATION


 **If you are buying or selling a property**, you don't need to contact us. Your conveyancer or solicitor will manage your water account through the settlement process.


 **Tenants** in separately metered properties are liable for water usage and sewage disposal charges only.


 **Payment Assistance** is available if you are having difficulty paying your account, call 1800 994 789.

 **Concessions** are available to eligible customers. To register, change or check your concession details, go to www.com.au/online or call 1800 680 824. We require your consent to confirm your eligibility with Centrelink or the DVA.

 **Large Print and Braille** accounts call 1300 304 688.

 **Privacy Statement** Yarra Valley Water collects personal information for the purposes of providing water and related services and products, promoting such services and products and market research. We may disclose your personal information to our contractors for these purposes and other third parties including Melbourne Water and the Minister for Environment, Climate Change and Water relating to Parks Victoria services. You may request access to your personal information that we hold by writing to the Privacy Officer at Private Bag 1, Mitcham VIC 3132. Please note we may charge you the reasonable cost of providing you with access to your personal information.


 **Hearing Impaired Customers** contact the National Relay Service on 133 677 or visit www.relayservice.gov.au. This is a 24 hour service for TTY customers.


 **For language assistance**

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call ezispeak.

Македонски	1300 976 224	Hrvatski	1300 976 224
한국어	1300 976 224	Српски	1300 976 224
فارسي	1300 976 224	Türkçe	1300 976 224
Italiano	1300 976 224	Tiếng Việt	1300 976 224


 **Yarra Valley Water** is pleased to help you if you have a question about water services. Please call **1300 304 688** or visit our website at www.vvw.com.au or email enquiry@vw.com.au

 **Have a complaint?** If you would like to talk to us about an unresolved issue, call **1800 051 379**.

HOW TO PAY

Account Number: 59 2701 0000 Invoice Number: 5927 0828 80245

YARRA VALLEY ONLINE WATER Manage your water account easier, faster and more securely than ever before. Register your account at www.com.au/online

 **Bill Code: 344366**
Ref: 592 7010 0008


 **MyPost Digital Mailbox**
Receive and pay this account online. Visit digitalmailbox.com.au

 **Direct Debit** your account automatically, call 1300 304 688 or visit www.com.au/directdebit

Pay by credit card 24/7 on 1300 362 332, via your online account at www.com.au/online to get an email receipt or at www.com.au/paying  

 **Billpay Code: 3042**
Ref: 5927 0828 80245

Pay in Person at any post office (Cash or Cheque), phone 13 1816 or go to postbillpay.com.au

 **Use Centrepay** to arrange regular deductions from your Centrelink payment. Call Yarra Valley Water on 1300 304 688 to discuss how to set up a payment arrangement.

 **Mail a Cheque** with this portion of the account to: Yarra Valley Water, GPO Box 2753 Melbourne VIC 3001

 **Check your account balance** or **request more time to pay** at www.com.au/extend or call 1300 304 688.

Amount Due	\$305.40	Amount Paid		Date Paid		Receipt Number	
------------	-----------------	-------------	--	-----------	--	----------------	--

Land Tax Clearance Certificate

Land Tax Act 2005



SANDOW CONVEYANCING C/- INFOTRACK

Your Reference: LD:24664726-010-4.35212

Certificate No: 15323821

Issue Date: 30 MAR 2017

Enquiries: ESYSPROD

Land Address: UNIT 10, 2 JUNE CRESCENT GLEN IRIS VIC 3146

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
4120626	10	2999	8925	473	\$515,000	\$603.75

Vendor: DONI DARMONO & I-CHIH CHEN

Purchaser: N/A N/A

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MS I-CHIH CHEN	2017	\$805.00	\$0.00	\$603.75

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

Comments: Land Tax of \$805.00 has been assessed for 2017, an amount of \$201.25 has been paid. Land Tax will be payable but is not yet due - please see note 5 on reverse.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$515,000

AMOUNT PAYABLE: \$603.75

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 15323821

Land ID: 4120626

Amount Payable: \$603.75

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 15323821

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$515,000

Land Tax = \$805.00

Calculated as \$275 plus (\$515,000 - \$250,000) multiplied by 0.200 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

BUILDING PERMIT INFORMATION
Building Regulations 2006



05 April 2017

Landata Vic
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam

RE: 10/2 June Crescent GLEN IRIS VIC 3146
OUR REF: Blnf17/10203
YOUR REF: 24664726-016-6

In response to your request received on 30 Mar 2017 for building approval particulars in accordance with Regulation 326 of the Building Regulations 2006, the following is provided -

Details of any Building Permits/Occupancy Permits and Certificates of Final Inspection issued within the last 10 years as listed on the attached table.

Details of any current Building Notice or Order issued under the Building Act 1993 are listed on the attached table where applicable.

Council is unaware of any current statement(s) issued under regulation 502 or 503 of the Building Regulation 2006.

The information contained within this letter is based on current council electronic records available as at the date of this letter. An archive search has not been carried out.

For your information I wish to draw your attention to the following safety issues:

- (a) requirements for safety barriers for all swimming pools and spas pursuant to regulation 702 to 705 of the Building Regulations 2006
- (b) maintenance and operation of swimming pool and spa safety barriers pursuant to Regulation 1219 & 1220 of the Building Regulation 2006, and

- (c) requirements for smoke alarms in existing residential building pursuant to Regulation 707 & 709 of the Building Regulation 2006.

Note: Tree removal and pruning of trees may require a permit under Tree Protection Local Law 1F. Trees that are affected by the Local Law include significant trees and canopy trees as defined under Local Law 1F, and any multi-stemmed tree where the total circumference of all its stems measured at 1.5m from the ground equals or is greater than 110 cm (centimetres).

If you have any further queries, please contact Nyrie Zougab on 9278 4863.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Asanka Kodikara', with a stylized flourish extending to the right.

**Asanka Kodikara
MANAGER BUILDING SERVICES
MUNICIPAL BUILDING SURVEYOR**

Details of any Building Permits issued in the last 10 years

Building Permits issued by Private Building Surveyors

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued	Relevant Building Surveyor	Building Surveying Company	Contact Phone
983014/0	13/05/2010	Alterations & Additions to Existing Unit	14/07/2010	N/A	Tony Middling	Anthony Middling & Associates	9415 6385

Building Permits issued by City of Boroondara

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued
NIL				

Please note: building permits for all building and demolition works approved after 1 July 1994 are subject to the issuance of a Certificate of Final Inspection or an Occupancy Permit.

Details of any current Building Notices or Orders issued

Council issued

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Council issued prior to 2009

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

Issued by a Private Building Surveyor

Type of Notice or Order	Date Issued	Details of Notice or Order	Relevant Building Surveyor	Building Surveying Company	Contact phone
NIL					

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sandow Conveyancing C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 352120

NO PROPOSALS. As at the 30th March 2017, 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 10, 2 JUNE CRESCENT, GLEN IRIS 3146
CITY OF BOROONDARA

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: 30th March 2017

Telephone enquiries regarding content of certificate: 13 11 71

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. RP2999
Registered Address: 2 June Crescent GLEN IRIS
Lot Address: As above

Vendor Name: I-Chih Chen & Doni Darmono
Reference: 170495BS

Purchaser Name: Not Known
Contact Details:

This certificate is issued for Lot 10 / Unit 10 on Plan No. RP2999

The postal address of which is c/- Body Corporate Strata Group PO Box 627 Balwyn North Vic 3104

IMPORTANT: The information in this certificate is issued on 11 April 2017. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1905.70 per annum for the year commencing 1 October 2016 paid Bi-Annual. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
1 October 2016	\$952.85
1 April 2017	\$952.85

2. The fees are paid up until 30 September 2017. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0. The total of any Unpaid Special Levy fees is \$858.21.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:

Levy Date	Levy Amount	Levy Details	Due Amount
1 April 2017	\$858.21	Special Levy - Storm Water Replacement	\$858.21

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurer: Strata Insurance - CHU
Insurance policy number: 22586
Insured to: 1 November 2017

Insurance Type	Sum Insured
Building/Common Property	\$3,860,000.00
Loss of Rent/Temp Accommodation	\$579,000.00
Public Liability	\$10,000,000.00
Fidelity	\$100,000.00
Voluntary Workers	\$200,000.00
Office Bearers	\$1,000,000.00

Catastrophe	\$955,500.00
OH & S Breaches	\$175,000.00
Lot Owners Fixtures & Improvements	\$250,000.00
Loss of Rent/Temp Accommodation	\$143,325.00
Escalation Cost of Temp Accom	\$47,775.00
Cost of Storage and Evacuation	\$47,775.00
Flood	\$0.00

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Nil

9. The total funds held by the Owners Corporation as at 11 April 2017 are:

Admin fund: \$24109.35

Sinking Fund: \$2971.71

Total Funds held \$27081.06

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Lease Agreements have been granted to all lot owners for car spaces, however, finalisation of the leases are still being processed.

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Nil

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

18. The following documents are attached:

1. Copy of Minutes of the last AGM
2. Copy of any Consolidated Rules
3. Statement of Advice and Information for Prospective Purchasers and Lot Owners.

Dated 11 April 2017

Signed on behalf of the Owners Corporation 2999 by



Simon Spitzer
Body Corporate Strata Group
PO Box 627 Balwyn North Vic 3104

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register



Minutes of the Annual General Meeting

Owners Corporation	2999
Property Address	2 June Crescent , GLEN IRIS
Meeting Date	Monday 21 November, 2016
Meeting Location	5 Bardolph Street, Glen Iris Vic 3146
Meeting Commenced	10:00 am
Body Corporate Strata Group rep. by	Simon Spitzer
Members Present	Nicholas William Cauchi & Allisa Bronwyn Cathels (1), Robert Hetherington (2), Catriona Sims (3), Ian Langlois (4), M Naughton (5), Rhonda Meredith (6), I-Chih Chen & Doni Darmono (10), Gavin Lim & Thao Nguyen (7) - represented by Mr George Lim, C A Rapson (9) - represented by Mrs Rhonda Meredith,
Proxies	Nil
Apologies	Nil
Notes	

1. Election Of A Chairperson For The Meeting

Simon Spitzer is elected Chairperson for the Annual General Meeting.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

2. Declaration Of A Quorum

As a quorum was present all decisions of this meeting will be the decisions of the Owners Corporation.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 20-Nov-2015

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

4. Managers Report

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

5. Committee Report

No resolution required for this agenda item.

6. Financial Reports

Financial reports have been prepared and circulated by Body Corporate Strata Group.

Year ending: 30-Sep-2016

Bank balance (Administration): \$31,070.68

Bank balance (Sinking/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Last Valuation Date	11-May-2009
Amount At Last Valuation Date	\$3,035,000
Policy number	22586
Insurer	Strata Insurance - CHU
Insured to	1-Nov-2017

Insurance Policy Cover Details

Cover type	Cover amount
Building/Common Property	\$3,185,000
Loss of Rent/Temp Accommodation	\$477,750
Public Liability	\$10,000,000
Fidelity	\$100,000
Voluntary Workers	\$200,000
Office Bearers	\$1,000,000
Catastrophe	\$955,500
OH & S Breaches	\$175,000
Lot Owners Fixtures & Improvements	\$250,000
Loss of Rent/Temp Accommodation	\$143,325
Escalation Cost of Temp Accom	\$47,775
Cost of Storage and Evacuation	\$47,775
Flood	\$0

The Members of the Owners Corporation resolved by ordinary resolution to request for an insurance valuation to be obtained and to obtain quotations upon renewal for insurance. Building insurance to be adjusted to level of cover in line with this valuation. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, Workcover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

8.1 CONCRETING WORKS.

The Members of the Owners Corporation resolved by ordinary resolution to undertake property maintenance works as detailed below.

Description of works: The Manager to contact That French Handyman to attend the property and undertake the works of concrete grinding.

Contractor to make contact with Lot 3 as site contact to organise a suitable time to attend to confirm scope of works. The Manager is to proceed with works.

Existing funds will be used meet the costs of these works.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

8.2 STORM WATER DRAINS

The Members of the Owners Corporation resolved by ordinary resolution to undertake property maintenance works as detailed below.

Description of works: Quote from PSD was presented to the members present at the meeting, and the manager is to confirm with PSD the scope of works as outlined in the quote and also supply a time frame for these works to be completed.

Once PSD has sent through all relevant information, the manager is to forward this information through to the committee, and for the committee to advise how they wish to proceed with these works.

The Manager is to obtain 1 quote(s) and .

A special levy will be raised to meet the expected costs of these works.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

8.3 SOLAR LIGHTING FOR COMMON DRIVEWAY

The Members of the Owners Corporation resolved by ordinary resolution to undertake electrical works as detailed below.

Description of works: The manager to confirm with KJP Electrics if they are able to quote for the information provided to them by Lot 3 in relation to the solar lights.

One quote has been obtained from Eco Solar Lighting PTY LTD and scope of works and specs have been sent to KJP as a comparison. Once KJP Electrics has confirmed if they are able to undertake these works as per outlined scope of works, then this information will be relayed to the committee for a decision on how they wish to proceed.

The Manager is to obtain 2 quote(s) and send to committee for decision.

Existing funds will be used meet the costs of these works.

Moved: Lot 3, Seconded: Lot 6; Votes For: 9, Against: 0, Abstain: 0

9. OHS Requirements

It was noted that an OH&S inspection has been undertaken within the past 3 years.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

10. Essential Safety Measures

No resolution required for this agenda item.

11. Standing Minutes

No resolution required for this agenda item.

12. Annual Budget

Admin Fund

Account	Account Name	Proposed Amount	Amended Amount
5	Caretaking	2400.00	2400.00
10	Common electricity	700.00	700.00

15	Disbursement charge	610.00	610.00
22	Insurance	4000.00	4000.00
24	Insurance - valuation	400.00	400.00
26	Legislative & Compliance fee	395.00	395.00
27	Maintenance	3652.90	3652.90
43	Management fees	2690.10	2690.10
45	OH&S report	400.00	0.00
56	OH&S - Repairs & Maintenance	400.00	0.00
51	Schedule 2.2 charges	352.00	352.00
Sub Total		\$16,000.00	\$15,200.00

Maintenance (Sinking) Fund

Account	Account Name	Proposed Amount	Amended Amount
101	Capital works	0.00	5000.00
Sub Total		\$0.00	\$5,000.00
Grand Total		\$16,000.00	\$20,200.00

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

13. Owners Corporation Contributions

Instalment number	Date
1	1-Oct-2016
2	1-Apr-2017

Unit No	Owners	Proposed Levy	Amended Levy
1	Nicholas William Cauchi & Allisa Bronwyn Cathels (80)	\$2415.09	\$3049.06
2	Robert Hetherington (50)	\$1509.43	\$1905.66
3	Catriona Sims (50)	\$1509.43	\$1905.66
4	Ian Langlois (50)	\$1509.43	\$1905.66
5	M Naughton (50)	\$1509.43	\$1905.66
6	Rhonda Meredith (50)	\$1509.43	\$1905.66
7	Gavin Lim & Thao Nguyen (50)	\$1509.43	\$1905.66
8	Amanda & Yasiru Kalaha Lokuge (50)	\$1509.43	\$1905.66
9	C A Rapson (50)	\$1509.43	\$1905.66
10	I-Chih Chen & Doni Darmono (50)	\$1509.43	\$1905.66

The Members of the Owners Corporation resolved by ordinary resolution to amend the Owners Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

14. Election Of The Committee

Lot	Owner Name	Committee
1	Nicholas William Cauchi & Allisa Bronwyn Cathels	Secretary
2	Robert Hetherington	--
3	Catriona Sims	Committee
4	Ian Langlois	--
5	M Naughton	--
6	Rhonda Meredith	Chairperson
7	Gavin Lim & Thao Nguyen	--
8	Amanda & Yasiru Kalahe Lokuge	--
9	C A Rapson	--
10	I-Chih Chen & Doni Darmono	Committee

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 – Committees.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

15. Election Of The Chairperson

Chairperson: Rhonda Meredith

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 1, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

16. Election of the Secretary

Secretary: Nicholas William Cauchi & Allisa Bronwyn Cathels

The Members of the Owners Corporation resolved by ordinary resolution to elect a Secretary.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

17. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer shall be Lindsay Overton and the Authorised Contact Persons shall be Chris van Aanholt and Jane Rosham.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

18. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

19. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days

from the due date will be liable for a \$33 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$110 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

20. Special Resolutions

No resolution required for this agenda item.

21. General Business

No resolution required for this agenda item.

22. Appointment Of The Manager

Annual Management Fee: \$2690.10

Annual Disbursement Fee: \$610.00

Annual Legislative Compliance Fee: \$395.00

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

23. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

24. Details Of Next AGM

Next AGM date: 20-Nov-2017

The Members of the Owners Corporation resolved by ordinary resolution to set the date of the next AGM

Moved: Lot 6, Seconded: Lot 3; Votes For: 9, Against: 0, Abstain: 0

Notes 10:00am Glen Iris.

Meeting Closed: 11:30 am

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

Model rules for an owners corporation

1. Health, safety and security

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

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. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 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.

5.2 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.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare 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 his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners 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*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.