

DATED

2026

**RATNARAJAH NASARAJAH AND REMA GURUNATHAN**

to

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**CONTRACT OF SALE OF LAND**

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**Property: Apartment 8, 167 Riversdale Road, Hawthorn VIC**

**Fast Settle**

C/- Fast Settle  
PO\_BOX 8249  
TARNEIT VIC 3029  
Tel: 0423 382 568  
Fax:  
Ref: MS:2991S

# Contract of Sale of Land

Property:

**Apartment 8, 167 Riversdale Road, Hawthorn VIC  
3122**

**Fast Settle**

TARNEIT VIC 3029

Tel: 0423 382 568<<IF (Firm Details/Fax) Exists () THEN>>

Fax: <<Firm Details/Fax>><<ELSE>><<END IF>><<IF (Firm Details/Address Details/DX or PO Address  
Across) Exists () THEN>>

C/- Fast Settle, PO\_BOX 8249, Tarneit VIC 3029<<ELSE>><<END IF>>

Ref: MS:2991S

# Contract of sale of land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### **Cooling-off period** (Section 31 of the *Sale of Land Act 1962* (Vic))

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

### **EXCEPTIONS:** the 3-day cooling-off period does not apply if:

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

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:

**<<IF (Purchaser/Card Type) Equal (Organisation) THEN>>EXECUTE by <<Purchaser/Full Name>>  
<<Purchaser/Organisation/ACN or ARBN or ABN Type and Number>>**

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

<<Purchaser/Organisation/Execution  
Options/Person 1 Name>>

Name of director

Signature of director

<<Purchaser/Organisation/Execution  
Options/Person 2 Name>>

Name of director/secretary

Signature of director/secretary

### <<ELSE>>WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

Name of individual

Signature of individual

State nature of authority, if applicable: .....

**<<END IF>>**

### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2026

for and on behalf of:

\_\_\_\_\_  
Name of individual  
State nature of authority, if applicable: .....

\_\_\_\_\_  
Signature of individual

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

**SIGNED BY THE VENDOR:**

**<<IF (Vendor/Card Type) Equal (Organisation) THEN>>EXECUTED by <<Vendor/Full Name>>  
<<Vendor/Organisation/ACN or ARBN or ABN Type and Number>>**

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
<<Vendor/Organisation/Execution  
Options/Person 1 Name>>

Name of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
<<Vendor/Organisation/Execution  
Options/Person 2 Name>>

Name of director/secretary

\_\_\_\_\_  
Signature of director/secretary

**<<ELSE>>WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2026

for and on behalf of:

\_\_\_\_\_  
Ratnarajah Nasarajah

Name of individual

\_\_\_\_\_  
Signature of individual

State nature of authority, if applicable: .....

**<<END IF>><<IF (Vendor 2/Full Name) Exists () THEN>>**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2026

for and on behalf of:

\_\_\_\_\_  
Rema Gurunathan

Name of individual

\_\_\_\_\_  
Signature of individual

State nature of authority, if applicable: .....

**<<ELSE>><<END IF>>**

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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# Particulars of Sale

## Vendor's estate agent

Name: XYNERGY- Lisa Suryawan  
Address: \_\_\_\_\_  
Email: lisa.s@xynergy.com.au  
Tel: 0450540168 Mob: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Ratnarajah Nasarajah and Rema Gurunathan  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Fast Settle  
Address: Tarneit VIC 3029  
C/- Fast Settle, PO\_BOX 8249, Tarneit VIC 3029  
Email: info@fastsettle.com.au  
Tel: 0423 382 568 Mob: \_\_\_\_\_ Ref: 2991S

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 9397 Folio 789	8	RP 15503

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Apartment 8, 167 Riversdale Road, Hawthorn VIC 3122

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

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**Payment**

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

**Deposit bond**

<<IF (Conveyancing Details (VIC)/Balance Deposit Status) Equal (Deposit Bond) THEN>>   
<<ELSE>>  <<END IF>> General condition 15 applies only if the box is checked

**Bank guarantee**

<<IF (Conveyancing Details (VIC)/Balance Deposit Status) Equal (Bank Guarantee) THEN>>  <<ELSE>>   
<<END IF>> General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

<<IF (Conveyancing Details (VIC)/GST Type) Equal (Price plus GST) THEN>>  <<ELSE>>  <<END IF>>  
GST (if any) must be paid in addition to the price if the box is checked

<<IF (Farm or going concern) Equal (Farming Business) THEN>>  <<ELSE>>  <<END IF>> This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

<<IF (Farm or going concern) Equal (Going Concern) THEN>>  <<ELSE>>  <<END IF>> This sale is a sale of a 'going concern' if the box is checked

<<IF (Margin scheme) Equal (Yes) THEN>>  <<ELSE>>  <<END IF>> The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**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; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

<<IF (Property Details - Real Estate (VIC)/Transferred Status) Equal (With vacant possession) THEN>>   
<<ELSE>> <<IF (Property Details - Real Estate (VIC)/Transferred Status) Equal ( ) THEN>>   
<<ELSE>>  <<END IF>> <<END IF>> At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- a lease for a term ending on 18 / 10 /2026 with [.....] options to renew, each of [.....] years
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

<<IF (Terms contract) Equal (Yes) THEN>>  <<ELSE>>  <<END IF>> This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962 (Vic)* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

<<IF (Conveyancing Details (VIC)/Finance Approval Due Date) Exists ( ) THEN>>  <<ELSE>>  <<END IF>>

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_  
(or another lender chosen by the purchaser)

Loan amount: \_\_\_\_\_ Approval date: \_\_\_\_\_

### Building report

<<IF (Conveyancing Details (VIC)/Building and Pest Inspection Due Date) Exists () THEN>><<IF (Building and/or Pest) Equal (Building and Pest Reports) THEN>>  
<<ELSE>><<IF (Building and/or Pest) Equal (Building Report) THEN>>  
<<ELSE>><<IF (Building and/or Pest) Equal (Pest Report) THEN>>  
<<ELSE>><<END IF>><<END IF>><<ELSE>>  
General condition 21 applies only if the box is checked

### Pest report

<<IF (Conveyancing Details (VIC)/Building and Pest Inspection Due Date) Exists () THEN>><<IF (Building and/or Pest) Equal (Building and Pest Reports) THEN>>  
<<ELSE>><<IF (Building and/or Pest) Equal (Building Report) THEN>>  
<<ELSE>><<IF (Building and/or Pest) Equal (Pest Report) THEN>>  
<<ELSE>><<END IF>><<END IF>><<ELSE>>  
General condition 22 applies only if the box is checked

## 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 the last page; and
- attach additional pages if there is not enough space.

# General Conditions

# Special Condition

**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 the last page; and
- attach additional pages if there is not enough space.

## 1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

- 1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
  - (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act 1980; and
  - (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor's Statement").
- 1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;
- 1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;
- 1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;
- 1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn;
- 1.6 if the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa;
- 1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and
- 1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

## 2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

- 2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement 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. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at \$220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".
- 2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."
- 2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.
- 2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".
- 2.5 General Condition 35.4(a) is amended to read as follows "an amount equal 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".

## 3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

## 4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

- 4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.
- 4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.
- 4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statues and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.
- 4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

## 5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

**6. PURCHASER FAILING TO COMPLETE**

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

- 6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or
- 6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or
- 6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or
- 6.4 legal costs and expenses incurred by the Vendor; and/or
- 6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or
- 6.6 a fee for rescheduling settlement on the day of settlement for a sum at least \$330 for each settlement rescheduling; and/or
- 6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/ or other penalties).

**7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS**

- 7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").
- 7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- 7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.
- 7.4 This Special Condition does not merge on completion.

**8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)**

- 8.1 This special condition applies where the Purchaser is a "Foreign Person" within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.
- 8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor's Solicitor/Conveyancer in order for this provision to take full effect.
- 8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

**9. RESTRICTION AS TO USE**

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

**10. NO MERGER**

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

**11. STATEMENT OF ADJUSTMENTS**

- 11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor's approval. If such adjustments is not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor's Solicitor/Conveyancer additional legal fees of \$220 at settlement for urgent review. This is an essential term of the Contract of Sale.

**12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME**

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the

Purchaser irrevocably agrees to indemnify the vendor for additional conveyancing fees and expenses of \$330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

**13. RESCHEDULE OF SETTLEMENT**

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of \$275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

**14. DEPOSIT**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

**15. LEASE**

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

**16. FINANCE CONDITION**

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

**17. AUCTION RULES**

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

**18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT**

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

**19. GUARANTEE AND INDEMNITY**

General Condition 3 is replaced with the following: "Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

**Sale of Land (Public Auctions) Regulations 2014  
Schedule 1**

GENERAL RULES FOR THE CONDUCT OF PUBLIC  
AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneers may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Sale of Land (Public Auctions) Regulations 2014  
Schedule 5**

INFORMATION CONCERNING THE CONDUCT OF  
PUBLIC AUCTIONS OF LAND

**Meaning of Vendor**

The Vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

**Bidding by Co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

**Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneers. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

**What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract

of sale.

**Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

**Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

**Forbidden activities at auctions**

The law forbids –

- any person bidding for a vendor other than –
  - the auctioneer (who can make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

**Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

**It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

**The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

**What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962* or the *Sale of Land (Public Auctions) Regulations 2014*. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. 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.

### 3. 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.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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 a 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.
- 6.4 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 directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

- 7.1 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.
- 7.2 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.

**8. SERVICES**

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

**10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**11. RELEASE OF SECURITY INTEREST**

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.

- 11.5 Subject to general condition 11.6, 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 predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 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 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that 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.
- 11.11 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.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER 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.

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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## Money

### 14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the

recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 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.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 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.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.

18.7 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 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 lodgement 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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## **19. GST**

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable 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
  - (c) 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) 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.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

## **20. LOAN**

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

- 23.1 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 adjustments paid and received as appropriate.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply 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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 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.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general 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 general 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
  - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
  - comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and

correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) 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*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoing.

28.2 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, and does not relate to periodic outgoing.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 29. 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.

### 30. TERMS CONTRACT

30.1 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.

30.2 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.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### 32. 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.

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## Default

### 33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**34. DEFAULT NOTICE**

- 34.1 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.
- 34.2 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.

**35. DEFAULT NOT REMEDIED**

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-



# 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.

<b>Land</b>	APARTMENT 8, 167 RIVERSDALE ROAD, HAWTHORN VIC 3122
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Vendor's name	Ratnarajah Nasarajah	Date	/ /
Vendor's signature	_____		
Vendor's name	Rema Gurunathan	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: \$6,000.00

## 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

\$0.00	To	
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Other particulars (including dates and times of payments):
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## 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

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES

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

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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 1000m<sup>2</sup>; (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)*

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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

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

VOLUME 09397 FOLIO 789

Security no : 124134015310N  
Produced 22/04/2026 04:28 PM

LAND DESCRIPTION

Lot 8 on Registered Plan of Strata Subdivision 015503.  
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED  
PARENT TITLE Volume 04112 Folio 209

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 9 of a total of 10 equal undivided shares

Sole Proprietor

RATNARAJAH NASARAJAH of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150

As to 1 of a total of 10 equal undivided shares

Sole Proprietor

REMA GURUNATHAN of 58 CAMELOT DRIVE GLEN WAVERLEY VIC 3150

AR336267P 10/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY552827J 31/10/2024

HSBC BANK AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE RP015503 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 8 167 RIVERSDALE ROAD HAWTHORN VIC 3122

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 31/10/2024

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. RP015503

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>RP015503</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>22/04/2026 16:33</b>

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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF STRATA SUBDIVISION</b>	<b>EDITION 1</b>	<b>RP015503</b>
<b>LOCATION OF LAND</b> PARISH: BOROONDARA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 62 (PART) TITLE REFERENCE: VOL.4112 FOL.209 LAST PLAN REFERENCE: - DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 167 RIVERSDALE ROAD HAWTHORN 3122	<b>FOR CURRENT OWNERS CORPORATION DETAILS                  AND ADDRESS FOR SERVICE OF NOTICE                  SEE OWNERS CORPORATION SEARCH REPORT</b>	
	<b>SURVEYOR'S CERTIFICATE</b> Surveyor: DAVID F. CLARKE Certification Date: 16/07/1979  <b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b> Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF HAWTHORN on 23/09/1980  <b>REGISTERED DATE: 12/11/1980</b>  <b>PLAN UPDATED BY REGISTRAR IN AN661031Q 18/01/2022</b>	

### LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 11 IS A THREE STOREY BUILDING.  
 THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

**TABLE**

LOT	RELEVANT STOREY
LOTS 1, 2, 3, 10 & 11	GROUND STOREY
LOTS 4, 5 & 6	FIRST STOREY
LOTS 7, 8 & 9	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 9 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.  
 THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 12 TO 16.

THE LOWER BOUNDARY OF LOTS 10 TO 16 IS THAT PART OF THE SITE OF THE RELEVANT LOT.  
 THE UPPER BOUNDARY OF THESE LOTS IS 2.5 METRES ABOVE ITS LOWER BOUNDARY.

LOTS 10 TO 16 ARE ACCESSORY LOTS.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS.

COLUMN 1

COLUMN 2

LOTS 1, 2, 4, 5, 7, 8 & 9

LOTS 10 TO 16

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

### EASEMENT INFORMATION

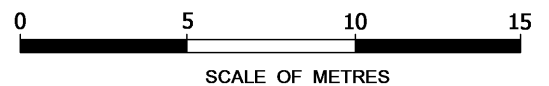
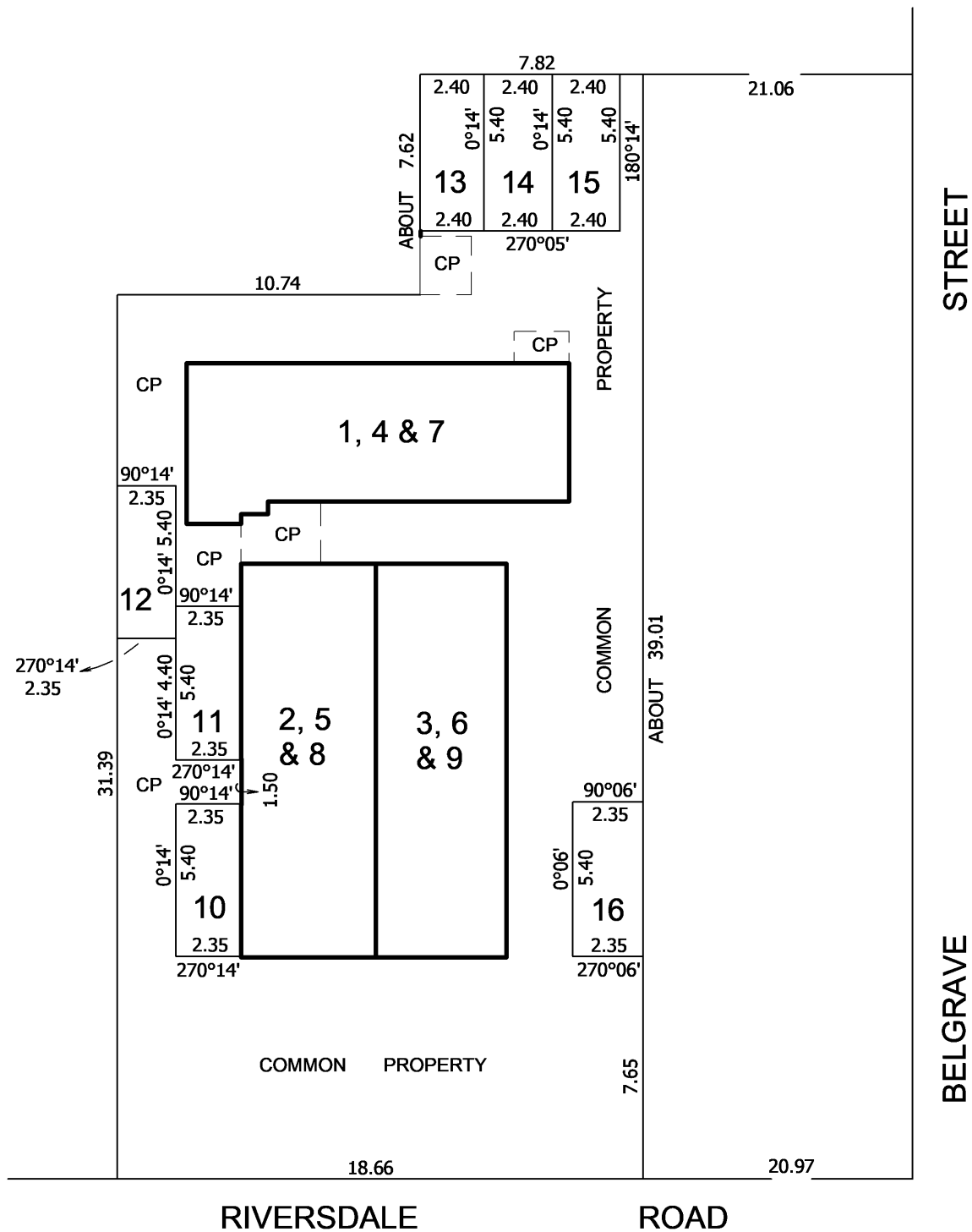
**LEGEND:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

PLAN OF STRATA SUBDIVISION

RP015503





# Department of Transport and Planning

## Owners Corporation Search Report

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Produced: 22/04/2026 04:33:05 PM

**OWNERS CORPORATION  
PLAN NO. RP015503**

The land in RP015503 is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ROSS HUNT REAL ESTATE PTY LTD 99-105 UNION ROAD SURREY HILLS VIC 3127

AQ763475G 26/02/2018

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 22/04/2026 04:33:05 PM

**OWNERS CORPORATION  
PLAN NO. RP015503**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	5	5
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Lot 15	5	5
Lot 16	5	5
<b>Total</b>	<b>1835.00</b>	<b>1835.00</b>

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

Statement End.



# Ross-Hunt

real estate

InfoTrack  
LEVEL 5 459 Collins Street  
MELBOURNE VIC 3000  
Email: [ownerscorp@infotrack.com.au](mailto:ownerscorp@infotrack.com.au)

28 April 2026

Dear Sir/Madam,

**RE: O.C. NO. 15503 - Lot 8 & Accessory Lot 12 - Unit 8/167 Riversdale Road, HAWTHORN 3122**

We acknowledge receipt of your application dated 22 April 2026 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. OC Certificate Lot 8
2. OC Certificate Accessory Lot 12
3. Insurance Particulars
4. Minutes of the last Annual General Meeting
5. Income & Expenditure Statement and Balance Sheet
6. Statement of Advice and Information for Prospective Purchasers and Lot Owners
7. Model Rules for an Owners Corporation

**When viewing certificates, the total contributions in Section (a) of both Certificates are calculated together. Therefore, the combined total quarterly contributions for the Owners Corporation Certificates, section (a) for Lot 8 & Accessory Lot 12 is \$918.87. (Please refer to the certificates for other levies or financial matters).**

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

**A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.**

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to [acquisitions@rosshunt.com.au](mailto:acquisitions@rosshunt.com.au).

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742  
A: 99-105 Union Road, Surrey Hills 3127  
P: Locked Bag 1, Surrey Hills 3127  
T: 03 9830 4044 F: 03 98304088  
E: [rosshunt@rosshunt.com.au](mailto:rosshunt@rosshunt.com.au)  
[www.rosshunt.com.au](http://www.rosshunt.com.au)



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation





# Ross-Hunt

real estate

Yours faithfully,

*Bradley Garlepp*

Bradley Garlepp

Owners Corporation Department

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742  
A: 99-105 Union Road, Surrey Hills 3127  
P: Locked Bag 1, Surrey Hills 3127  
T: 03 9830 4044 F: 03 98304088  
E: [rosshunt@rosshunt.com.au](mailto:rosshunt@rosshunt.com.au)  
[www.rosshunt.com.au](http://www.rosshunt.com.au)



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation





# Ross-Hunt

real estate

ABN 99 004 290 742

## Prescribed Information for Owners Corporation Certificate

### Certificate 1

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

**Owners Corporation Number 15503 at 167 Riversdale Road, HAWTHORN 3122**

**This notice is issued in respect of Lot No. 8 / Unit No. 8**

**Name of Vendor: Ratnarajah Nasarajah & Rema Garunathan**

**Applicant for the certificate is: InfoTrack on behalf of Fast Settle Pty Ltd**

**Date application was received: 24/04/2026**

**The information in this certificate is issued on: 28/04/2026**

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

- (a) the current fees for the lot for each quarter or annually or other period;

\$897.96 payable quarterly for Lot 8. (\$836.52 quarterly Admin Contribution Fee & \$61.44 Sinking Fund Levy raised quarterly). The quarterly periods commence 1<sup>st</sup> January, April, July and October.

**Please Note: As per the Cover Letter, the total quarterly contribution levy for Lot 8 & Accessory Lot 12 is \$918.87 combined.**

- (b) the date up to which the fees for the lot have been paid;

30/06/2026.

- (c) the total of any unpaid fees or charges for the lot;

Nil.



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 792115211041411

- (d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

None to our knowledge.

- (e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

See Resolution **15.1 Window Replacement** in attached Minutes: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that the Manager locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that the

Manager obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one-time special levy will be issued to fund the window replacement. To date, no decision has been made in relation to this matter.

See Resolution **16.1: Gutter and Downpipe Replacement** in attached Minutes: Resolved that the Manager to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised. To date, no decision has been made in relation to this matter.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

Chubb Insurance Co. Of Australia Limited

(ii) the number of the policy;

LNG-STR-591653

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

167 Riversdale Road, HAWTHORN VIC 3122

(v) the building amount;

\$3,425,000.00

(vi) the public liability amount;

\$20,000,000.00

(vii) the renewal date.

15/08/2026. (The current premium for the period 15/08/2025 – 15/08/2026 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

- (h) the total funds held by the owners corporation;

Cash at Bank \$23,222.75 (Cash at Bank Admin \$10,650.65 & Cash at Bank Sinking \$12,572.10) as at 28/04/2026

- (i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 21/09/2026.

- (j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

- (k) details of any current agreements to provide services to lot owners, occupiers or the public;

AESG	Tru Fire Protection
Zero Plumbing	TW Strata Care.
Eco-Green Garden Care	1st Energy Pty Ltd
All Seasons Caretaking Pty Ltd	Yarra Valley Water Ltd

- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 28/04/2026

- (m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

- (p) documents required to be attached to the owners corporation certificate are:

Minutes of the last Annual General Meeting  
Financial statements  
Statement of Advice and Information for Prospective Purchasers / Lot Owners  
Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 28 April 2026

THE COMMON SEAL of OWNERS CORPORATION NO 15503 is no longer required at this property.

*Bradley Garlepp*

Bradley Garlepp  
Owners Corporation Department  
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd., 99-105 Union Road, Surrey Hills. 3127. Phone: 03 9830 4044. Fax: 03 9830 4088  
Postal: Locked Bag. 1, Surrey Hills. 3127. Email: [rosshunt@rosshunt.com.au](mailto:rosshunt@rosshunt.com.au). Website: [www.rosshunt.com.au](http://www.rosshunt.com.au)



For an independent report on your Certificate, helping you understand your rights, obligations, and relevant legal definitions, contact Strata Savvy on 0413 268 755 [www.stratasavvy.com.au](http://www.stratasavvy.com.au)



# BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732 ACN 006 267 732 AFS Licence No: 241466

Level 11/600 St Kilda Road  
MELBOURNE VIC 3004

PO BOX 7081  
MELBOURNE VIC 3004

Tel: (03) 9860 4261  
Fax: (03) 9820 5664

Email: [bodycorp@bjsib.com.au](mailto:bodycorp@bjsib.com.au)

You are reminded that the policy mentioned below falls due for renewal on 15/08/2025. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 14/07/2025

**Invoice No:** 84065

**Our Reference:** OC15503

Should you have any queries in relation to this account, please contact your Account Manager  
**Rob Howland**

Owners Corporation Plan No. SP 15503  
C/- Ross Hunt Real Estate  
Locked Bag 1  
SURREY HILLS VIC 3127

## RENEWAL

**Policy No:** LNG-STR-591653

**Period of Cover:**

From **15/08/2025**

to **15/08/2026** at 4:00 pm

**Class of Policy:** Strata Title Insurance

**Insurer:** Chubb Insurance Co. Of Australia Limited  
Level 14, 330 Collins Street Melbourne VIC 3000  
ABN: 23 001 642 020

**The Insured:** Owners Corporation Plan No. RP 15503

**Details:** See attached schedule for a description of the risk(s) insured

### PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

**PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION**

### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$7,099.65	\$250.00	\$0.00	\$763.66	\$624.77	\$286.92

Commission earned on this invoice \$1,561.92

**TOTAL** \$9,025.00  
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$81.23



Acct Name: BJS Body Corporate Insurance Brokers Pty  
BSB: 083419 Account: 548492610  
Reference: OC15503 84065

Our Reference: OC15503  
Invoice No: 84065  
Acct Man: Rob Howland



Mail this portion with your cheque payable to:  
BJS Body Corporate Insurance Brokers Pty Ltd  
PO BOX 7081  
MELBOURNE VIC 3004



To pay with your  
Visa/Mastercard  
Call 1300 369 589  
Visit [www.bjsib.com.au](http://www.bjsib.com.au)  
Client Ref: 043284X

Invoice Ref: 84065

**AMOUNT DUE \$9,025.00**

## **IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS**

**The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.**

### **1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)**

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

#### If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

### **2. Third Party Interests**

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

### **3. Hold Blameless or Preventing the Right of Recovery**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

### **4. Authority to Act as your Broker**

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

### **5. Reasonable Precautions**

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

### **6. Financial Ombudsman Service**

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

### **7. Cancellation**

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

### **8. Alterations**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

### **9. Disclaimer**

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

## Schedule of Insurance

<b>Class of Policy:</b> Strata Title Insurance	<b>Policy No:</b> LNG-STR-591653
<b>The Insured:</b> Owners Corporation Plan No. RP 15503	<b>Invoice No:</b> 84065
	<b>Our Ref:</b> OC15503

This policy has been placed through

Longitude Insurance Pty Ltd  
ABN 76 006 090 464  
PO Box 1813, North Sydney NSW 2059

Longitude Insurance Pty Ltd is an underwriting agency who has placed the policy with

Chubb Insurance Co. Of Australia Limited  
ABN 23 001 642 020  
Level 14, 330 Collins Street Melbourne VIC 3000

### LONGITUDE RESIDENTIAL STRATA INSURANCE

<b>Insured:</b>	Owners Corporation 15503
<b>The Business:</b>	Residential as per below schedule
<b>Period of Insurance:</b>	From 15 August 2025 To 15 August 2026 at 4pm Local Standard Time
<b>Interested Parties:</b>	Nil Advised
<b>Situation:</b>	167 RIVERSDALE ROAD, HAWTHORN , VIC 3122
<b>Percentage of Building occupied by Commercial occupants</b>	0.00%
<b>No of Units/Lots:</b>	9

#### SECTION I – Property: Physical Loss, Destruction or Damage

Buildings	\$3,425,000
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$34,250
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed)	\$34,250
<b>Storm Surge</b> (Caused by an immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$2,000,000
<b>Optional Covers</b>	
Loss of Market Value	NOT INSURED
Flood	<b>INSURED</b>
*(Optional) Limit of Liability	\$3,459,250
<b>Costs Incurred by the Lot Owner</b>	
<b>All sub-sections 5.16 (a) – (h) combined</b>	\$856,250
Lot Owners fixtures and fittings (per lot)	\$300,000

## Schedule of Insurance

<b>Class of Policy:</b> Strata Title Insurance	<b>Policy No:</b> LNG-STR-591653
<b>The Insured:</b> Owners Corporation Plan No. RP 15503	<b>Invoice No:</b> 84065
	<b>Our Ref:</b> OC15503

Temporary Accommodation & Loss of Rent \$513,750

### Lot Owners Optional Covers

Paint & Wallpaper (applies to NSW & ACT only) NOT INSURED

Floating floorboards **INSURED**

### Catastrophe Cover (sub-section 5.1)

Buildings NOT INSURED

Common Contents NOT INSURED

Costs Incurred by the Lot Owner NOT INSURED

Additional Benefits NOT INSURED

### Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)

All other losses (each and every claim)

Flood (each and every claim)

Water Damage/ Burst Pipes\* (each and every Claim) \$2,000

\$2,000

\* Water Damage/Burst Pipes- Damage caused by bursting, \$2,000

leaking, discharging or overflowing of any mains, pipes, \$4,000

gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids.

## SECTION 2 – Voluntary Workers Personal Accident

\$200,000

Accidental Death & Disablement up to \$2,000 per week for Total Disablement and

Weekly Benefits up to \$1,000 per week for Partial Disablement as

All per Policy Table of Benefits in PDS outlined in the Table of Benefits

### Deductible/Excess

Excluded Period of Claim (each and every claim) 7 Days

All Per Table of Benefits in PDS

## SECTION 3 – Office Bearers Liability

Limit of Liability (in the aggregate Period of Insurance) \$1,000,000

### Optional Additional Benefits (in addition to limit of liability)

Defence Costs (in the aggregate Period of Insurance) \$250,000

Statutory Fines and Penalties (in the aggregate Period of Insurance) \$250,000

### Deductible/Excess

Each and Every Claim \$2,000

## SECTION 4 – Fidelity Guarantee

Limit per person and in the Aggregate \$100,000

### Deductible/Excess

Each and Every Claim \$2,000

## Schedule of Insurance

**Class of Policy:** Strata Title Insurance  
**The Insured:** Owners Corporation Plan No. RP 15503

**Policy No:** LNG-STR-591653  
**Invoice No:** 84065  
**Our Ref:** OC15503

### SECTION 5 – Equipment Breakdown

NOT INSURED

### SECTION 6 – Public Liability

Personal Injury or property Damage Limit of Liability (any one Occurance) \$20,000,000

**Deductible/Excess**

Each and Every Claim

\$2,000

### SECTION 7 – Government Audit Costs, Workplace Health & Safety Breaches & Legal Expenses

#### Taxation and Audit Costs

(a) Limit of Liability (in the aggregate Period of Insurance) \$30,000  
Excess (each and every claim) \$500

#### Workplace Health and Safety Breaches

(b) Limit of Liability (in the aggregate Period of Insurance) \$150,000  
Excess (each and every claim) \$500

#### Legal Defence Expenses

(c) Limit of Liability (in the aggregate Period of Insurance) \$50,000  
Excess (each and every claim) \$1,000  
Contribution (each and every claim) 10.00% of Legal Expenses Incurred

#### Special Notation

Property No Claim Bonus included NO  
Customer Loyalty Discount included YES  
Number of years with Longitude 6

#### ENDORSEMENTS/CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

Please refer to the Policy Wording / PDS for full details of cover provided.

## Schedule of Insurance

<b>Class of Policy:</b> Strata Title Insurance	<b>Policy No:</b> LNG-STR-591653
<b>The Insured:</b> Owners Corporation Plan No. RP 15503	<b>Invoice No:</b> 84065
	<b>Our Ref:</b> OC15503

### **What is the purpose of this information?**

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

### **What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?**

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice



**MINUTES OF INTERIM ANNUAL GENERAL MEETING**  
**Owners Corporation Strata Plan No. 15503**  
**167 Riversdale Road, HAWTHORN VIC 3122**  
**HELD ON: 23/09/2025 at 16:30PM**  
**LOCATION: Teams Online**

**PRESENT:**

Lot#	Unit#	Attendance	Owner Name
2& 11	2	Yes	Dennis Lewis Ronzani
5& 10	5	Yes	St John Paul Pty Ltd as Trustee for the St John Paul Superannuation Fund (Company Nominee: Paul Rowe) ( <b>Proxy:</b> Paige Hockley)

**IN ATTENDANCE:**

Rebecca Richert representing Ross-Hunt Real Estate

**CHAIRPERSON(acting):**

Rebecca Richert

**1. MINUTES**

Resolved that the minutes of the last Annual General Meeting held on 1/10/2024 were accepted as presented.

**2. FINANCIAL REPORTS**

Resolved that the Statement of Financial Performance for the financial year ending 31/07/2025 was accepted as presented.

**3. AUDITING AND FINANCIAL REPORTING**

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

**4. MANAGER'S REPORT**

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

**5. COMMITTEE**

Resolved that the following members were elected to the Committee: Dennis. The Committee elected Dennis as the Chairperson.

Resolved that Ross-Hunt Real Estate send an email to all owners to see if they wish to join the committee as we need a minimum of three on the committee.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

## 6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

- i) A power or function requiring a special resolution;
- ii) A power or function requiring a unanimous resolution;
- iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

## 7. INSURANCE

Resolved that the Building Cover is to **remain at \$3,425,000**. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: LNG-STR-591653	Type: Strata	Broker: BJS Body Corporate Insurance Brokers Pty Ltd
Insurer: Longitude Insurance Pty Ltd	Premium: \$9,025.00	Paid On Date: 23/07/2025
Policy Start Date: 15/08/2025	Next Due Date: 15/08/2026	
<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
Building	\$3,425,000.00	\$2,000.00
Public Liability	\$20,000,000.00	\$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).

Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

## 8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM.

## 9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

## 10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

## **11. OCCUPATIONAL HEALTH & SAFETY**

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

## **12. ESSENTIAL SERVICES**

Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under \$500.00.

## **13. GUTTER CLEANING**

Resolved that Ross-Hunt Real Estate arrange for the gutters and downpipes to be cleaned in August 2026. Refer to budget. Prior to the clean, the contractor to ensure that notices are placed in all letterboxes advising as to the day the works are to be carried out and then a further notice to advise that the works have been completed.

## **14. CARETAKER**

Resolved that the current caretaker continue for a further 12 months.

## **15. WINDOW REPLACEMENT**

**15.1: Window Replacement:** It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that Ross-Hunt Real Estate locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that Ross-Hunt Real Estate obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one time special levy will be issued to fund the window replacement.

## **16. GUTTER & DOWNPIPE REPLACEMENT**

**16.1: Gutter and Downpipe Replacement:** Resolved that Ross-Hunt Real Estate to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised.

## **17. GENERAL BUSINESS**

Resolved that there were no items of general business to discuss.

## **18. INTEREST ON OUTSTANDING FUNDS**

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/01/2026,1/04/2026,1/07/2026,1/10/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

## **19. ATO REQUIREMENTS**

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

## **20. SINKING FUND**

Resolved that the sinking fund remain at \$2200 per annum and that sinking fund contributions be paid in equal quarterly instalments in accordance with unit liability. The first instalment being due on 1/01/2026 and subsequent instalments due 1/04/2026,1/07/2026,1/10/2026.

## **21. BUDGET**

Resolved that the budget as presented was accepted. See attached budget sheet.

## **22. CONTRIBUTIONS**

Resolved that the total Annual Contributions as per budget to be increased to \$30,700 and to be payable on a Quarterly basis commencing 1/01/2026,1/04/2026,1/07/2026,1/10/2026 in accordance with unit liability.

## **23. MANAGEMENT**

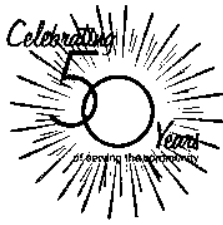
Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Dennis Ronzani to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

## **24. NEXT MEETING**

Resolved that the next Annual General Meeting is to be held online on Monday, 21 September 2026 commencing at 4.30pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

**"Closing comment:** There being no further comments, the chairperson declared the meeting closed at 16:47 on 23-09-2025."



**Approved Budget  
 to apply from 01/08/2025 -  
 31/07/2026**

**Date :** 23/09/2025  
**Time :** 16:55  
**Username :** Rebecca Richert  
**Client Position :** Strata Manager

**The Owners Corporation 15503 ABN: 96 672 758 095 167 Riversdale Road, HAWTHORN VIC 3122**

**Administrative Fund**

**Approved Budget**

<b>Revenue</b>			
143000	Levies Due--Admin		30,700.00
142500	Interest on Arrears--Admin		0.00
		Total revenue	30,700.00
<b>Less expenses</b>			
150100	Admin--Administration Fee		1,295.00
154000	Admin--Management Fees		3,560.00
159100	Insurance--Premiums		9,025.00
163150	Maint Bldg--Cleaning--Windows/Glass/Awning		1,000.00
165000	Maint Bldg--Electrical		500.00
165705	Maint Bldg--Essential Services & Fire Protection		1,000.00
167200	Maint Bldg--General Repairs		990.00
167800	Maint Bldg--Gutter Cleaning		880.00
176410	Maint Grounds--Caretaking		4,500.00
177400	Maint Grounds--Gardening		4,000.00
190200	Utility--Electricity		300.00
190800	Utility--Rubbish Removal		3,000.00
191600	Utility--Water & Sewerage		50.00
		Total expenses	30,100.00
<b>Surplus/Deficit</b>			600.00
Opening balance			12,423.70
<b>Closing balance</b>			<b>13,023.70</b>
Total units of entitlement			1,835.00
Levy contribution per unit entitlement			\$16.73
Budgeted standard levy revenue			30,700.00
Add GST			0.00
Amount to raise in levies including GST			\$30,700.00

**Sinking Fund**

**Approved Budget**

**Revenue**

243000	Levies Due--Capital Works	2,200.00
242500	Interest on Arrears--Capital Works	0.00
	Total revenue	<u>2,200.00</u>

**Less expenses**

Total expenses	<u>0.00</u>
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**Surplus/Deficit**

Opening balance	10,924.42
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**Closing balance**

	<u>\$13124.42</u>
--	-------------------

Total units of entitlement	1,835.00
----------------------------	----------

Levy contribution per unit entitlement	\$1.20
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Budgeted standard levy revenue	2,200.00
--------------------------------	----------

Add GST	0.00
---------	------

Amount to raise in levies including GST	<u>\$2,200.00</u>
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# Understanding Interim Resolutions at General Meetings

## Owners Corporation Act 2006

**Overview:** The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29<sup>th</sup> day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

### Legislation

78. *Can a general meeting proceed even without a quorum?*

- (1) *Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of sub-section (4)*
- (4) *Interim resolutions become resolutions of the owner's corporation -*
  - (a) *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
  - (b) *if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or*
  - (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

*Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was made but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.*

- (5) *An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.*

## Important Information for Owners

### 1. After-Hours Emergency Assistance

In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044**.

Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

### 2. Insurance Exclusions

Owners Corporation Insurance **does not cover** the following within individual units:

- Carpets
- Window Coverings
- Light Fittings
- Public Liability

We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance**, which should include **Public Liability Cover**. For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers** - Toll Free **1800 003 077**

### 3. Making an Insurance Claim

If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.

For incidents involving burglary or malicious damage, a **Police Report** is required before a claim can be submitted.

Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

### 4. Updating your Contact Details

To ensure our records remain up to date, please notify us in **writing** of any changes to your:

- Ownership / Name
- Residential Address (Note –PO Boxes are not accepted)
- Email Address
- Agent

You can update your contact details by:

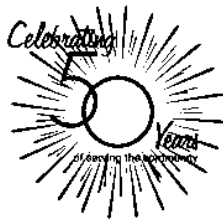
- Replying to a Ross-Hunt email
- Completing the online form:  
<https://www.rosshuntownerscorporation.com.au/update-details>

### 5. Reporting Safety Concerns

Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

### 6. We Value Your Feedback

Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: [feedback@rosshunt.com.au](mailto:feedback@rosshunt.com.au)



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Strata Plan No. Owners Corporation Number 15503**

167 Riversdale Road, HAWTHORN VIC 3122

Statement of Financial Performance

FOR THE PERIOD 01/08/2024 TO 31/07/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
<b>Administrative Fund</b>			
<b>INCOME</b>			
Insurance Claims--Admin	\$0.00	\$0.00	\$8,945.00
Insurance Excess--Admin	\$0.00	\$0.00	\$2,000.00
Levies Due--Admin	\$24,400.01	\$24,700.00	\$23,000.32
Interest on Arrears--Admin	\$7.16	\$0.00	\$9.59
Levies Due--Opening Balance Arrears & Interest - Admin	\$0.00	\$0.00	\$1.32
Recovery--Legal Fees--Admin	\$120.00	\$0.00	\$0.00
Recovery--Owner--Admin	\$20.00	\$0.00	\$0.00
Transfer from CW Fund-Admin	\$3,000.00	\$0.00	\$0.00
Debt Recovery	\$0.00	\$0.00	\$65.45
<b>TOTAL ADMINISTRATIVE FUND INCOME</b>	<b>\$27,547.17</b>	<b>\$24,700.00</b>	<b>\$34,021.68</b>
<b>EXPENDITURE - ADMINISTRATIVE FUND</b>			
Admin--Administration Fee	\$1,295.00	\$1,295.00	\$1,227.00
Admin--Legal & Debt Collection Fees	\$120.00	\$0.00	\$60.00
Admin--Management Fees	\$3,388.00	\$3,388.00	\$3,080.00
Insurance--Premiums	\$7,350.00	\$8,050.00	\$6,325.00
Maint Bldg--Cleaning--Carpet	\$0.00	\$650.00	\$0.00
Maint Bldg--Cleaning--Windows/Glass/Awning	\$4,430.14	\$900.00	\$0.00
Maint Bldg--Electrical	\$371.80	\$0.00	\$304.70
Maint Bldg--Essential Services & Fire Protection	\$520.88	\$1,000.00	\$445.48
Maint Bldg--General Repairs	\$0.00	\$900.00	\$0.00
Maint Bldg--Gutter Cleaning	\$869.00	\$830.00	\$0.00
Maint Bldg--Hot Water Service	\$0.00	\$0.00	\$10,945.00
Maint Bldg--Locks, Keys & Card Keys	\$20.00	\$0.00	\$0.00
Maint Grounds--Caretaking	\$3,641.46	\$7,000.00	\$7,043.66
Maint Grounds--Gardening	\$0.00	\$0.00	\$0.00
Utility--Electricity	\$64.03	\$600.00	\$373.38
Utility--Rubbish Removal	\$2,748.20	\$0.00	\$0.00
Utility--Water & Sewerage	\$34.46	\$50.00	\$56.07
<b>TOTAL ADMINISTRATIVE FUND EXPENDITURE</b>	<b>\$24,852.97</b>	<b>\$24,663.00</b>	<b>\$29,860.29</b>
<b>SURPLUS/DEFICIT</b>	<b>\$2,694.20</b>	<b>\$37.00</b>	<b>\$4,161.39</b>

**Statement of Financial Performance**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ACTUAL LAST YEAR</b>
	<b>01/08/2024-31/07/2025</b>	<b>01/08/2024-31/07/2025</b>	<b>01/08/2023-31/07/2024</b>
OPENING ADMINISTRATIVE FUND BALANCE	\$9,729.50	\$9,729.50	\$5,568.11
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$12,423.70</b>	<b>\$9,766.50</b>	<b>\$9,729.50</b>

**Statement of Financial Performance**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ACTUAL LAST YEAR</b>
	<b>01/08/2024-31/07/2025</b>	<b>01/08/2024-31/07/2025</b>	<b>01/08/2023-31/07/2024</b>
<b>Sinking Fund</b>			
<b>INCOME</b>			
Levies Due--Capital Works	\$2,199.92	\$2,200.00	\$2,199.99
Interest on Arrears--Capital Works	\$0.64	\$0.00	\$0.90
Levies Due--Opening Balance Arrears & Interest - Admin	\$0.00	\$0.00	\$0.13
<b>TOTAL SINKING FUND INCOME</b>	<b>\$2,200.56</b>	<b>\$2,200.00</b>	<b>\$2,201.02</b>
<b>EXPENDITURE - SINKING FUND</b>			
Admin--Transfer to Admin Fund	\$3,000.00	\$0.00	\$0.00
<b>TOTAL SINKING FUND EXPENDITURE</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SURPLUS/DEFICIT</b>	<b>\$(799.44)</b>	<b>\$2,200.00</b>	<b>\$2,201.02</b>
OPENING SINKING FUND BALANCE	\$11,723.86	\$11,723.86	\$9,522.84
<b>SINKING FUND BALANCE</b>	<b>\$10,924.42</b>	<b>\$13,923.86</b>	<b>\$11,723.86</b>



**Statement of Financial Position  
AS AT 31/07/2025**

**Date :** 27/08/2025  
**Time :** 11:20  
**Username :**  
**Client Position :**

**Strata Plan No. Owners Corporation Number  
15503**

**167 Riversdale Road, HAWTHORN VIC 3122**

	<b>Actual 01/08/2024 - 31/07/2025</b>	<b>Actual 01/08/2023 - 31/07/2024</b>
<b>Owners Funds:</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Administrative Fund	\$2,694.20	\$4,161.39
Owners Equity--Admin	\$9,729.50	\$5,568.11
	\$12,423.70	\$9,729.50
<b>Sinking Fund</b>		
Operating Surplus/Deficit--Sinking Fund	\$(799.44)	\$2,201.02
Owners Equity--Capital Works	\$11,723.86	\$9,522.84
	\$10,924.42	\$11,723.86
<b>Net Owners Funds</b>	\$23,348.12	\$21,453.36
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	\$2,375.08	\$2,731.74
Prepaid Expense -- Admin	\$9,025.00	\$7,350.00
Receivable--Levies--Admin	\$1,379.70	\$0.00
Interest Receivable--Levies--Admin	\$0.00	\$0.95
Receivable Owners - Admin	\$20.00	\$0.00
	\$12,799.78	\$10,082.69
<b>Sinking Fund</b>		
Cash at Bank--Capital Works	\$10,801.54	\$11,723.77
Receivable--Levies--Capital Works	\$122.88	\$0.00
Interest Receivable GL - Capital Works	\$0.00	\$0.09
	\$10,924.42	\$11,723.86
<b>Unallocated Money</b>		
Cash at Bank--Unallocated	\$753.78	\$700.29
	\$753.78	\$700.29
<b>Total Assets</b>	\$24,477.98	\$22,506.84
<b>Less Liabilities</b>		
<b>Administrative Fund</b>		
Creditors--Other--Admin	\$376.08	\$353.19
	\$376.08	\$353.19
<b>Sinking Fund</b>		
	\$0.00	\$0.00
<b>Unallocated Money</b>		
Prepaid Levies--Unallocated	\$753.78	\$700.29
	\$753.78	\$700.29
<b>Total Liabilities</b>	\$1,129.86	\$1,053.48
<b>Net Assets</b>	\$23,348.12	\$21,453.36

# **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

Schedule 3, Regulation 12, Owners Corporation 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.



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## **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.

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### **2. Committees and sub-committees**

#### **2.1 Functions, powers and reporting of committees and sub-committees**

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

## **4. Use of common property**

### **4.1 Use of common property**

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.
7. The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

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

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

### **4.3 Damage to common property**

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### ***Example***

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

### **5.2 External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7. Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
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*.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1248419

## APPLICANT'S NAME & ADDRESS

FAST SETTLE PTY LTD C/- TRICONVEY2 (RESELLER) C/-  
LANDATA

DOCKLANDS

## VENDOR

NASARAJAH, RATNARAJAH

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

649071

This certificate is issued for:

LOT 8 PLAN RP15503 ALSO KNOWN AS 8/167 RIVERSDALE ROAD HAWTHORN  
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 HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :  
<https://planning-schemes.app.planning.vic.gov.au/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/>

22 April 2026

**Sonya Kilkenny**  
Minister for Planning

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.

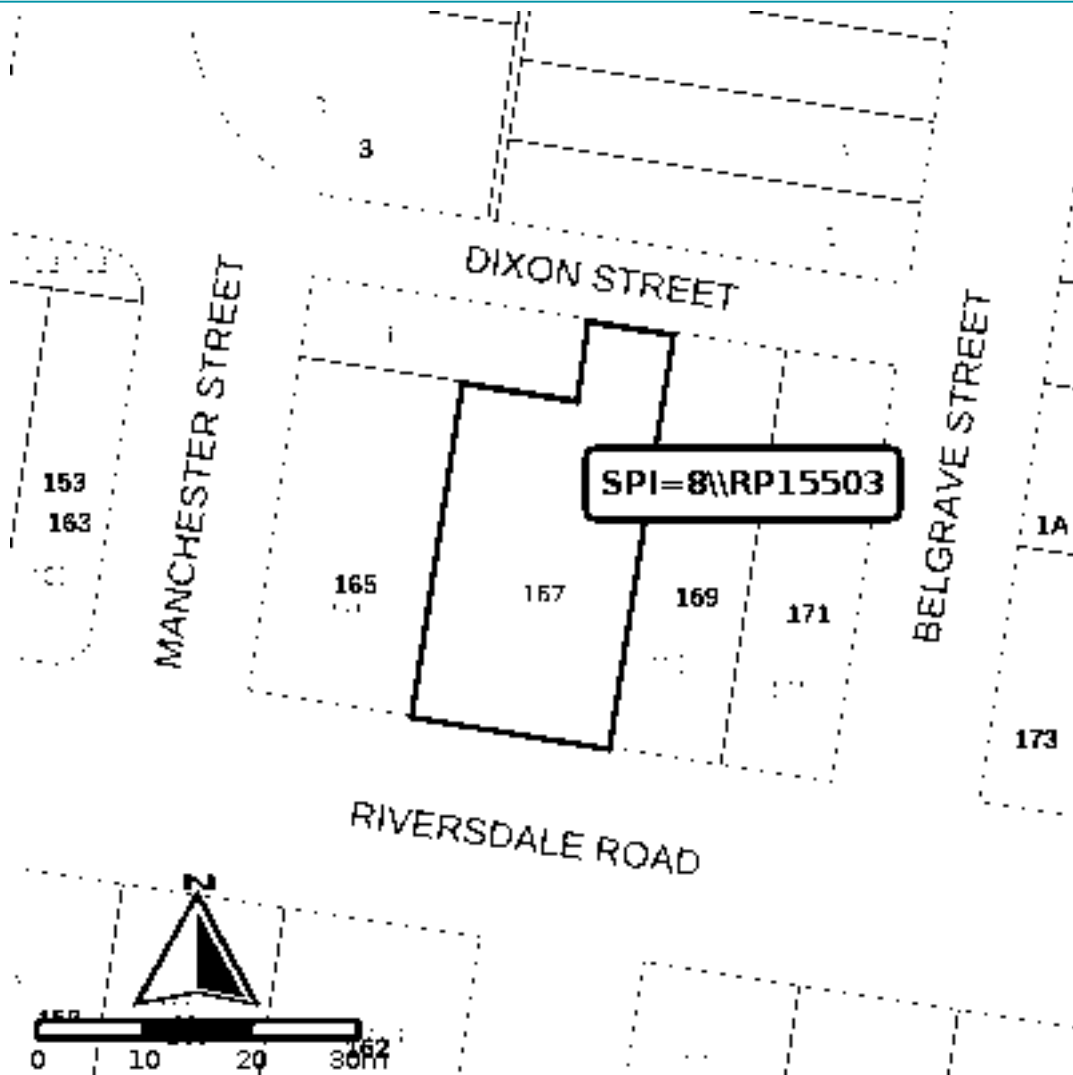
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### 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 to receive your authoritative Planning Certificate the 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.



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ABN 99 004 290 742

## Prescribed Information for Owners Corporation Certificate

### Certificate 2

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

**Owners Corporation Number 15503 at 167 Riversdale Road, HAWTHORN 3122**

**This notice is issued in respect of Accessory Lot No. 12 / Unit No. 8**

**Name of Vendor: Ratnarajah Nasarajah & Rema Garunathan**

**Applicant for the certificate is: InfoTrack on behalf of Fast Settle Pty Ltd**

**Date application was received: 24/04/2026**

**The information in this certificate is issued on: 28/04/2026**

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

- (a) the current fees for the lot for each quarter or annually or other period;

\$20.91 payable quarterly for Accessory Lot 12.  
The quarterly periods commence 1<sup>st</sup> January, April, July and October.

***Please Note: As per the Cover Letter, the total quarterly contribution levy for Lot 8 & Accessory Lot 12 is \$918.87 combined.***

- (b) the date up to which the fees for the lot have been paid;

30/06/2026.

- (c) the total of any unpaid fees or charges for the lot;

Nil.



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 792115211041411

- (d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

None to our knowledge.

- (e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

See Resolution **15.1 Window Replacement** in attached Minutes: It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that the Manager locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that the Manager obtain a quote to proceed with these works. Once the quote is

received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one-time special levy will be issued to fund the window replacement. To date, no decision has been made in relation to this matter.

See Resolution **16.1: Gutter and Downpipe Replacement** in attached Minutes: Resolved that the Manager to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised. To date, no decision has been made in relation to this matter.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

Chubb Insurance Co. Of Australia Limited

(ii) the number of the policy;

LNG-STR-591653

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

167 Riversdale Road, HAWTHORN VIC 3122

(v) the building amount;

\$3,425,000.00

(vi) the public liability amount;

\$20,000,000.00

(vii) the renewal date.

15/08/2026. (The current premium for the period 15/08/2025 – 15/08/2026 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

(h) the total funds held by the owners corporation;

Cash at Bank \$23,222.75 (Cash at Bank Admin \$10,650.65 & Cash at Bank Sinking \$12,572.10) as at 28/04/2026

- (i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 21/09/2026.

- (j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

- (k) details of any current agreements to provide services to lot owners, occupiers or the public;

AESG	Tru Fire Protection
Zero Plumbing	TW Strata Care.
Eco-Green Garden Care	1st Energy Pty Ltd
All Seasons Caretaking Pty Ltd	Yarra Valley Water Ltd

- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 28/04/2026

- (m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

- (p) documents required to be attached to the owners corporation certificate are:

Minutes of the last Annual General Meeting
Financial statements
Statement of Advice and Information for Prospective Purchasers / Lot Owners
Model Rules

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 28 April 2026

THE COMMON SEAL of OWNERS CORPORATION NO 15503 is no longer required at this property.

*Bradley Garlepp*  
Bradley Garlepp  
Owners Corporation Department  
Ross-Hunt Real Estate

Ross-Hunt Real Estate Pty Ltd., 99-105 Union Road, Surrey Hills. 3127. *Phone:* 03 9830 4044. *Fax:* 03 9830 4088  
*Postal:* Locked Bag. 1, Surrey Hills. 3127. *Email:* [rosshunt@rosshunt.com.au](mailto:rosshunt@rosshunt.com.au). *Website:* [www.rosshunt.com.au](http://www.rosshunt.com.au)



For an independent report on your Certificate, helping you understand your rights, obligations, and relevant legal definitions, contact Strata Savvy on 0413 268 755 [www.stratasavvy.com.au](http://www.stratasavvy.com.au)



# BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

AFS Licence No: 241466

Level 11/600 St Kilda Road  
MELBOURNE VIC 3004

PO BOX 7081  
MELBOURNE VIC 3004

Tel: (03) 9860 4261  
Fax: (03) 9820 5664

Email: [bodycorp@bjsib.com.au](mailto:bodycorp@bjsib.com.au)

You are reminded that the policy mentioned below falls due for renewal on 15/08/2025. To ensure your continued protection, payment must be received by this due date. This is an invitation to renew, and not a demand for payment.

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 14/07/2025

Invoice No: 84065

Our Reference: OC15503

Should you have any queries in relation to this account, please contact your Account Manager  
**Rob Howland**

Owners Corporation Plan No. SP 15503  
C/- Ross Hunt Real Estate  
Locked Bag 1  
SURREY HILLS VIC 3127

## RENEWAL

Policy No: LNG-STR-591653

Period of Cover:

From 15/08/2025

to 15/08/2026 at 4:00 pm

**Class of Policy:** Strata Title Insurance

**Insurer:** Chubb Insurance Co. Of Australia Limited  
Level 14, 330 Collins Street Melbourne VIC 3000  
ABN: 23 001 642 020

**The Insured:** Owners Corporation Plan No. RP 15503

**Details:** See attached schedule for a description of the risk(s) insured

### PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

**PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION**

### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$7,099.65	\$250.00	\$0.00	\$763.66	\$624.77	\$286.92

Commission earned on this invoice \$1,561.92

**TOTAL** \$9,025.00  
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$81.23



Acct Name: BJS Body Corporate Insurance Brokers Pty  
BSB: 083419 Account: 548492610  
Reference: OC15503 84065

Our Reference: OC15503  
Invoice No: 84065  
Acct Man: Rob Howland



Mail this portion with your cheque payable to:  
BJS Body Corporate Insurance Brokers Pty Ltd  
PO BOX 7081  
MELBOURNE VIC 3004



To pay with your  
Visa/Mastercard  
Call 1300 369 589  
Visit [www.bjsib.com.au](http://www.bjsib.com.au)  
Client Ref: 043284X

Invoice Ref: 84065

**AMOUNT DUE \$9,025.00**

## **IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS**

**The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.**

### **1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)**

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- your insurer knows, or should know; or
- your insurer waives your duty to tell them about

#### If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

### **2. Third Party Interests**

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

### **3. Hold Blameless or Preventing the Right of Recovery**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

### **4. Authority to Act as your Broker**

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

### **5. Reasonable Precautions**

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

### **6. Financial Ombudsman Service**

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

### **7. Cancellation**

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

### **8. Alterations**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

### **9. Disclaimer**

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

## Schedule of Insurance

<b>Class of Policy:</b> Strata Title Insurance	<b>Policy No:</b> LNG-STR-591653
<b>The Insured:</b> Owners Corporation Plan No. RP 15503	<b>Invoice No:</b> 84065
	<b>Our Ref:</b> OC15503

This policy has been placed through

Longitude Insurance Pty Ltd  
ABN 76 006 090 464  
PO Box 1813, North Sydney NSW 2059

Longitude Insurance Pty Ltd is an underwriting agency who has placed the policy with

Chubb Insurance Co. Of Australia Limited  
ABN 23 001 642 020  
Level 14, 330 Collins Street Melbourne VIC 3000

### LONGITUDE RESIDENTIAL STRATA INSURANCE

<b>Insured:</b>	Owners Corporation 15503
<b>The Business:</b>	Residential as per below schedule
<b>Period of Insurance:</b>	From 15 August 2025 To 15 August 2026 at 4pm Local Standard Time
<b>Interested Parties:</b>	Nil Advised
<b>Situation:</b>	167 RIVERSDALE ROAD, HAWTHORN , VIC 3122
<b>Percentage of Building occupied by Commercial occupants</b>	0.00%
<b>No of Units/Lots:</b>	9

#### SECTION I – Property: Physical Loss, Destruction or Damage

Buildings	\$3,425,000
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$34,250
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$25,000
2.2 h) money	\$10,000
2.2 i) artwork of sculptures (other than fixed)	\$34,250
<b>Storm Surge</b> (Caused by an immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$2,000,000
<b>Optional Covers</b>	
Loss of Market Value	NOT INSURED
Flood	<b>INSURED</b>
*(Optional) Limit of Liability	\$3,459,250
<b>Costs Incurred by the Lot Owner</b>	
<b>All sub-sections 5.16 (a) – (h) combined</b>	\$856,250
Lot Owners fixtures and fittings (per lot)	\$300,000

## Schedule of Insurance

**Class of Policy:** Strata Title Insurance  
**The Insured:** Owners Corporation Plan No. RP 15503

**Policy No:** LNG-STR-591653  
**Invoice No:** 84065  
**Our Ref:** OC15503

Temporary Accommodation & Loss of Rent \$513,750

### Lot Owners Optional Covers

Paint & Wallpaper (applies to NSW & ACT only) NOT INSURED

Floating floorboards **INSURED**

### Catastrophe Cover (sub-section 5.1)

Buildings NOT INSURED

Common Contents NOT INSURED

Costs Incurred by the Lot Owner NOT INSURED

Additional Benefits NOT INSURED

### Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)

All other losses (each and every claim)

Flood (each and every claim)

Water Damage/ Burst Pipes\* (each and every Claim) \$2,000

\$2,000

\* Water Damage/Burst Pipes- Damage caused by bursting, \$2,000

leaking, discharging or overflowing of any mains, pipes, \$4,000

gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids.

## SECTION 2 – Voluntary Workers Personal Accident

\$200,000

Accidental Death & Disablement up to \$2,000 per week for Total Disablement and

Weekly Benefits up to \$1,000 per week for Partial Disablement as

All per Policy Table of Benefits in PDS outlined in the Table of Benefits

### Deductible/Excess

Excluded Period of Claim (each and every claim) 7 Days

All Per Table of Benefits in PDS

## SECTION 3 – Office Bearers Liability

Limit of Liability (in the aggregate Period of Insurance) \$1,000,000

### Optional Additional Benefits (in addition to limit of liability)

Defence Costs (in the aggregate Period of Insurance) \$250,000

Statutory Fines and Penalties (in the aggregate Period of Insurance) \$250,000

### Deductible/Excess

Each and Every Claim \$2,000

## SECTION 4 – Fidelity Guarantee

Limit per person and in the Aggregate \$100,000

### Deductible/Excess

Each and Every Claim \$2,000

## Schedule of Insurance

**Class of Policy:** Strata Title Insurance  
**The Insured:** Owners Corporation Plan No. RP 15503

**Policy No:** LNG-STR-591653  
**Invoice No:** 84065  
**Our Ref:** OC15503

### SECTION 5 – Equipment Breakdown

NOT INSURED

### SECTION 6 – Public Liability

Personal Injury or property Damage Limit of Liability (any one Occurance) \$20,000,000

**Deductible/Excess**

Each and Every Claim

\$2,000

### SECTION 7 – Government Audit Costs, Workplace Health & Safety Breaches & Legal Expenses

#### Taxation and Audit Costs

(a) Limit of Liability (in the aggregate Period of Insurance) \$30,000  
Excess (each and every claim) \$500

#### Workplace Health and Safety Breaches

(b) Limit of Liability (in the aggregate Period of Insurance) \$150,000  
Excess (each and every claim) \$500

#### Legal Defence Expenses

(c) Limit of Liability (in the aggregate Period of Insurance) \$50,000  
Excess (each and every claim) \$1,000  
Contribution (each and every claim) 10.00% of Legal Expenses Incurred

#### Special Notation

Property No Claim Bonus included NO  
Customer Loyalty Discount included YES  
Number of years with Longitude 6

#### ENDORSEMENTS/CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

Please refer to the Policy Wording / PDS for full details of cover provided.

## Schedule of Insurance

<b>Class of Policy:</b> Strata Title Insurance	<b>Policy No:</b> LNG-STR-591653
<b>The Insured:</b> Owners Corporation Plan No. RP 15503	<b>Invoice No:</b> 84065
	<b>Our Ref:</b> OC15503

### **What is the purpose of this information?**

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

### **What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?**

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**MINUTES OF INTERIM ANNUAL GENERAL MEETING**  
**Owners Corporation Strata Plan No. 15503**  
**167 Riversdale Road, HAWTHORN VIC 3122**  
**HELD ON: 23/09/2025 at 16:30PM**  
**LOCATION: Teams Online**

**PRESENT:**

Lot#	Unit#	Attendance	Owner Name
2& 11	2	Yes	Dennis Lewis Ronzani
5& 10	5	Yes	St John Paul Pty Ltd as Trustee for the St John Paul Superannuation Fund (Company Nominee: Paul Rowe) ( <b>Proxy:</b> Paige Hockley)

**IN ATTENDANCE:**

Rebecca Richert representing Ross-Hunt Real Estate

**CHAIRPERSON(acting):**

Rebecca Richert

**1. MINUTES**

Resolved that the minutes of the last Annual General Meeting held on 1/10/2024 were accepted as presented.

**2. FINANCIAL REPORTS**

Resolved that the Statement of Financial Performance for the financial year ending 31/07/2025 was accepted as presented.

**3. AUDITING AND FINANCIAL REPORTING**

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

**4. MANAGER'S REPORT**

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million. Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

**5. COMMITTEE**

Resolved that the following members were elected to the Committee: Dennis. The Committee elected Dennis as the Chairperson.

Resolved that Ross-Hunt Real Estate send an email to all owners to see if they wish to join the committee as we need a minimum of three on the committee.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

## 6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

- i) A power or function requiring a special resolution;
- ii) A power or function requiring a unanimous resolution;
- iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

## 7. INSURANCE

Resolved that the Building Cover is to **remain at \$3,425,000**. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: LNG-STR-591653	Type: Strata	Broker: BJS Body Corporate Insurance Brokers Pty Ltd
Insurer: Longitude Insurance Pty Ltd	Premium: \$9,025.00	Paid On Date: 23/07/2025
Policy Start Date: 15/08/2025	Next Due Date: 15/08/2026	
<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
Building	\$3,425,000.00	\$2,000.00
Public Liability	\$20,000,000.00	\$2,000.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).

Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

## 8. VALUATION

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM.

## 9. CONTRACTORS INSURANCE

Resolved that Ross-Hunt Real Estate advises that any member(s) who engage(s) or recommends the services of a contractor to carry out works at the property on behalf of the Owners Corporation must undertake to ensure that the contractor maintains public liability insurance and workers compensation cover for the duration of the works and that the contractor provides an indemnity to The Owners Corporation and Ross-Hunt Real Estate against all claims arising out of the works.

## 10. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

## **11. OCCUPATIONAL HEALTH & SAFETY**

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that to the best of their knowledge, the Owners Corporation does not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

## **12. ESSENTIAL SERVICES**

Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under \$500.00.

## **13. GUTTER CLEANING**

Resolved that Ross-Hunt Real Estate arrange for the gutters and downpipes to be cleaned in August 2026. Refer to budget. Prior to the clean, the contractor to ensure that notices are placed in all letterboxes advising as to the day the works are to be carried out and then a further notice to advise that the works have been completed.

## **14. CARETAKER**

Resolved that the current caretaker continue for a further 12 months.

## **15. WINDOW REPLACEMENT**

**15.1: Window Replacement:** It was discussed that window replacement will be required as some of the windows are in poor condition. There is also the painting of the windows. Resolved that Ross-Hunt Real Estate locate window audit that was conducted at the property and provide to committee to confirm scope of work to be quoted. Resolved that Ross-Hunt Real Estate obtain a quote to proceed with these works. Once the quote is received a ballot will be issued to all owners to vote on how they wish to proceed. If the ballot is successful, a one time special levy will be issued to fund the window replacement.

## **16. GUTTER & DOWNPIPE REPLACEMENT**

**16.1: Gutter and Downpipe Replacement:** Resolved that Ross-Hunt Real Estate to organise a quote to replace the gutter and downpipes at the property. A ballot will also be issued for these works. Cost of work to come from sinking fund, if insufficient funds a special levy will need to be raised.

## **17. GENERAL BUSINESS**

Resolved that there were no items of general business to discuss.

## **18. INTEREST ON OUTSTANDING FUNDS**

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/01/2026,1/04/2026,1/07/2026,1/10/2026 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

## **19. ATO REQUIREMENTS**

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

## **20. SINKING FUND**

Resolved that the sinking fund remain at \$2200 per annum and that sinking fund contributions be paid in equal quarterly instalments in accordance with unit liability. The first instalment being due on 1/01/2026 and subsequent instalments due 1/04/2026,1/07/2026,1/10/2026.

## **21. BUDGET**

Resolved that the budget as presented was accepted. See attached budget sheet.

## **22. CONTRIBUTIONS**

Resolved that the total Annual Contributions as per budget to be increased to \$30,700 and to be payable on a Quarterly basis commencing 1/01/2026,1/04/2026,1/07/2026,1/10/2026 in accordance with unit liability.

## **23. MANAGEMENT**

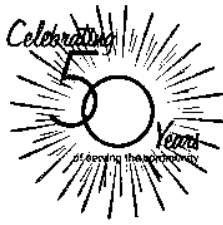
Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Dennis Ronzani to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

## **24. NEXT MEETING**

Resolved that the next Annual General Meeting is to be held online on Monday, 21 September 2026 commencing at 4.30pm.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

**"Closing comment:** There being no further comments, the chairperson declared the meeting closed at 16:47 on 23-09-2025."



**Approved Budget  
 to apply from 01/08/2025 -  
 31/07/2026**

**Date :** 23/09/2025  
**Time :** 16:55  
**Username :** Rebecca Richert  
**Client Position :** Strata Manager

**The Owners Corporation 15503 ABN: 96 672 758 095 167 Riversdale Road, HAWTHORN VIC 3122**

**Administrative Fund**

**Approved Budget**

<b>Revenue</b>			
143000	Levies Due--Admin		30,700.00
142500	Interest on Arrears--Admin		0.00
		Total revenue	<u>30,700.00</u>
<b>Less expenses</b>			
150100	Admin--Administration Fee		1,295.00
154000	Admin--Management Fees		3,560.00
159100	Insurance--Premiums		9,025.00
163150	Maint Bldg--Cleaning--Windows/Glass/Awning		1,000.00
165000	Maint Bldg--Electrical		500.00
165705	Maint Bldg--Essential Services & Fire Protection		1,000.00
167200	Maint Bldg--General Repairs		990.00
167800	Maint Bldg--Gutter Cleaning		880.00
176410	Maint Grounds--Caretaking		4,500.00
177400	Maint Grounds--Gardening		4,000.00
190200	Utility--Electricity		300.00
190800	Utility--Rubbish Removal		3,000.00
191600	Utility--Water & Sewerage		50.00
		Total expenses	<u>30,100.00</u>
			600.00
<b>Surplus/Deficit</b>			
	Opening balance		12,423.70
<b>Closing balance</b>			<u><u>13,023.70</u></u>
	Total units of entitlement		1,835.00
	Levy contribution per unit entitlement		\$16.73
	Budgeted standard levy revenue		30,700.00
	Add GST		0.00
	Amount to raise in levies including GST		<u>30,700.00</u>

**Sinking Fund**

**Approved Budget**

**Revenue**

243000	Levies Due--Capital Works	2,200.00
242500	Interest on Arrears--Capital Works	0.00
	Total revenue	<u>2,200.00</u>

**Less expenses**

Total expenses	<u>0.00</u>
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**Surplus/Deficit**

Opening balance	10,924.42
-----------------	-----------

**Closing balance**

	<u>\$13124.42</u>
--	-------------------

Total units of entitlement	1,835.00
----------------------------	----------

Levy contribution per unit entitlement	\$1.20
--	--------

Budgeted standard levy revenue	2,200.00
--------------------------------	----------

Add GST	0.00
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Amount to raise in levies including GST	<u>\$2,200.00</u>
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# Understanding Interim Resolutions at General Meetings

## Owners Corporation Act 2006

**Overview:** The Act allows Owners Corporation general meetings to proceed without a quorum. In such instances, any resolutions passed at the meeting are considered **interim resolutions**. An interim resolution is passed on the 29<sup>th</sup> day after the day of the meeting unless a notice of special general meeting is issued within the 29-day period. A special general meeting notice can be issued if lot owners whose lot entitlements total at least 25% of all lot entitlements petition the manager to do so.

### Legislation

78. *Can a general meeting proceed even without a quorum?*

- (1) *Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of sub-section (4)*
- (4) *Interim resolutions become resolutions of the owner's corporation -*
  - (a) *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
  - (b) *if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or*
  - (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

*Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it was made but if notice of a special meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.*

- (5) *An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.*

## Important Information for Owners

### 1. After-Hours Emergency Assistance

In the event of an after-hours emergency, please contact the Ross-Hunt Real Estate office on **(03) 9830 4044**.

Please be aware that if the issue is determined to be the responsibility of the individual unit owner (rather than the Owners Corporation), the attending costs will be charged directly to the owner.

### 2. Insurance Exclusions

Owners Corporation Insurance **does not cover** the following within individual units:

- Carpets
- Window Coverings
- Light Fittings
- Public Liability

We recommend all owners hold adequate **Contents Insurance** and/or **Residential Landlords Fixtures and Fittings Insurance**, which should include **Public Liability Cover**. For assistance with suitable insurance options, you can contact **B.J.S. Body Corporate Insurance Brokers** - Toll Free **1800 003 077**

### 3. Making an Insurance Claim

If you need to lodge a claim under the Owners Corporation insurance policy, please reach out to your **Owners Corporation Manager** directly.

For incidents involving burglary or malicious damage, a **Police Report** is required before a claim can be submitted.

Ross-Hunt Real Estate will assist with lodging claims on behalf of owners. However please note that we are not able to influence the outcome of the claim or performance of any contractors appointed by the insurer.

### 4. Updating your Contact Details

To ensure our records remain up to date, please notify us in **writing** of any changes to your:

- Ownership / Name
- Residential Address (Note –PO Boxes are not accepted)
- Email Address
- Agent

You can update your contact details by:

- Replying to a Ross-Hunt email
- Completing the online form:  
<https://www.rosshuntownerscorporation.com.au/update-details>

### 5. Reporting Safety Concerns

Your safety and the upkeep of the property are our priority. If you notice any safety issues or hazards relating to the building or common property, please contact your Owners Corporation Manager as soon as possible so we can take appropriate action.

### 6. We Value Your Feedback

Your feedback helps us improve. If you have any suggestions or concerns, we'd love to hear from you. Please email us at: [feedback@rosshunt.com.au](mailto:feedback@rosshunt.com.au)



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Strata Plan No. Owners Corporation Number 15503**

167 Riversdale Road, HAWTHORN VIC 3122

Statement of Financial Performance

FOR THE PERIOD 01/08/2024 TO 31/07/2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/08/2024-31/07/2025	01/08/2024-31/07/2025	01/08/2023-31/07/2024
<b>Administrative Fund</b>			
<b>INCOME</b>			
Insurance Claims--Admin	\$0.00	\$0.00	\$8,945.00
Insurance Excess--Admin	\$0.00	\$0.00	\$2,000.00
Levies Due--Admin	\$24,400.01	\$24,700.00	\$23,000.32
Interest on Arrears--Admin	\$7.16	\$0.00	\$9.59
Levies Due--Opening Balance Arrears & Interest - Admin	\$0.00	\$0.00	\$1.32
Recovery--Legal Fees--Admin	\$120.00	\$0.00	\$0.00
Recovery--Owner--Admin	\$20.00	\$0.00	\$0.00
Transfer from CW Fund-Admin	\$3,000.00	\$0.00	\$0.00
Debt Recovery	\$0.00	\$0.00	\$65.45
<b>TOTAL ADMINISTRATIVE FUND INCOME</b>	<b>\$27,547.17</b>	<b>\$24,700.00</b>	<b>\$34,021.68</b>
<b>EXPENDITURE - ADMINISTRATIVE FUND</b>			
Admin--Administration Fee	\$1,295.00	\$1,295.00	\$1,227.00
Admin--Legal & Debt Collection Fees	\$120.00	\$0.00	\$60.00
Admin--Management Fees	\$3,388.00	\$3,388.00	\$3,080.00
Insurance--Premiums	\$7,350.00	\$8,050.00	\$6,325.00
Maint Bldg--Cleaning--Carpet	\$0.00	\$650.00	\$0.00
Maint Bldg--Cleaning--Windows/Glass/Awning	\$4,430.14	\$900.00	\$0.00
Maint Bldg--Electrical	\$371.80	\$0.00	\$304.70
Maint Bldg--Essential Services & Fire Protection	\$520.88	\$1,000.00	\$445.48
Maint Bldg--General Repairs	\$0.00	\$900.00	\$0.00
Maint Bldg--Gutter Cleaning	\$869.00	\$830.00	\$0.00
Maint Bldg--Hot Water Service	\$0.00	\$0.00	\$10,945.00
Maint Bldg--Locks, Keys & Card Keys	\$20.00	\$0.00	\$0.00
Maint Grounds--Caretaking	\$3,641.46	\$7,000.00	\$7,043.66
Maint Grounds--Gardening	\$0.00	\$0.00	\$0.00
Utility--Electricity	\$64.03	\$600.00	\$373.38
Utility--Rubbish Removal	\$2,748.20	\$0.00	\$0.00
Utility--Water & Sewerage	\$34.46	\$50.00	\$56.07
<b>TOTAL ADMINISTRATIVE FUND EXPENDITURE</b>	<b>\$24,852.97</b>	<b>\$24,663.00</b>	<b>\$29,860.29</b>
<b>SURPLUS/DEFICIT</b>	<b>\$2,694.20</b>	<b>\$37.00</b>	<b>\$4,161.39</b>

<b>Statement of Financial Performance</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ACTUAL LAST YEAR</b>
	<b>01/08/2024-31/07/2025</b>	<b>01/08/2024-31/07/2025</b>	<b>01/08/2023-31/07/2024</b>
OPENING ADMINISTRATIVE FUND BALANCE	\$9,729.50	\$9,729.50	\$5,568.11
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$12,423.70</b>	<b>\$9,766.50</b>	<b>\$9,729.50</b>

**Statement of Financial Performance**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ACTUAL LAST YEAR</b>
	<b>01/08/2024-31/07/2025</b>	<b>01/08/2024-31/07/2025</b>	<b>01/08/2023-31/07/2024</b>
<b>Sinking Fund</b>			
<b>INCOME</b>			
Levies Due--Capital Works	\$2,199.92	\$2,200.00	\$2,199.99
Interest on Arrears--Capital Works	\$0.64	\$0.00	\$0.90
Levies Due--Opening Balance Arrears & Interest - Admin	\$0.00	\$0.00	\$0.13
<b>TOTAL SINKING FUND INCOME</b>	<b>\$2,200.56</b>	<b>\$2,200.00</b>	<b>\$2,201.02</b>
<b>EXPENDITURE - SINKING FUND</b>			
Admin--Transfer to Admin Fund	\$3,000.00	\$0.00	\$0.00
<b>TOTAL SINKING FUND EXPENDITURE</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SURPLUS/DEFICIT</b>	<b>\$(799.44)</b>	<b>\$2,200.00</b>	<b>\$2,201.02</b>
OPENING SINKING FUND BALANCE	\$11,723.86	\$11,723.86	\$9,522.84
<b>SINKING FUND BALANCE</b>	<b>\$10,924.42</b>	<b>\$13,923.86</b>	<b>\$11,723.86</b>



**Statement of Financial Position  
AS AT 31/07/2025**

**Date :** 27/08/2025  
**Time :** 11:20  
**Username :**  
**Client Position :**

**Strata Plan No. Owners Corporation Number  
15503**

**167 Riversdale Road, HAWTHORN VIC 3122**

	<b>Actual 01/08/2024 - 31/07/2025</b>	<b>Actual 01/08/2023 - 31/07/2024</b>
<b>Owners Funds:</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Administrative Fund	\$2,694.20	\$4,161.39
Owners Equity--Admin	\$9,729.50	\$5,568.11
	\$12,423.70	\$9,729.50
<b>Sinking Fund</b>		
Operating Surplus/Deficit--Sinking Fund	\$(799.44)	\$2,201.02
Owners Equity--Capital Works	\$11,723.86	\$9,522.84
	\$10,924.42	\$11,723.86
<b>Net Owners Funds</b>	\$23,348.12	\$21,453.36
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	\$2,375.08	\$2,731.74
Prepaid Expense -- Admin	\$9,025.00	\$7,350.00
Receivable--Levies--Admin	\$1,379.70	\$0.00
Interest Receivable--Levies--Admin	\$0.00	\$0.95
Receivable Owners - Admin	\$20.00	\$0.00
	\$12,799.78	\$10,082.69
<b>Sinking Fund</b>		
Cash at Bank--Capital Works	\$10,801.54	\$11,723.77
Receivable--Levies--Capital Works	\$122.88	\$0.00
Interest Receivable GL - Capital Works	\$0.00	\$0.09
	\$10,924.42	\$11,723.86
<b>Unallocated Money</b>		
Cash at Bank--Unallocated	\$753.78	\$700.29
	\$753.78	\$700.29
<b>Total Assets</b>	\$24,477.98	\$22,506.84
<b>Less Liabilities</b>		
<b>Administrative Fund</b>		
Creditors--Other--Admin	\$376.08	\$353.19
	\$376.08	\$353.19
<b>Sinking Fund</b>		
	\$0.00	\$0.00
<b>Unallocated Money</b>		
Prepaid Levies--Unallocated	\$753.78	\$700.29
	\$753.78	\$700.29
<b>Total Liabilities</b>	\$1,129.86	\$1,053.48
<b>Net Assets</b>	\$23,348.12	\$21,453.36

# **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

Schedule 3, Regulation 12, Owners Corporation 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.



**Ross-Hunt**  
real estate

## **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.

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### **2. Committees and sub-committees**

#### **2.1 Functions, powers and reporting of committees and sub-committees**

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

## **4. Use of common property**

### **4.1 Use of common property**

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.
7. The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

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

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

### **4.3 Damage to common property**

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### ***Example***

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

### **5.2 External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7. Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
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*.

## Annual valuation and rate instalment reminder notice

1 July 2025 to 30 June 2026

R Nasarajah & R Garunathan  
58 Camelot Dr  
GLEN WAVERLEY VIC 3150

Property number	378345
Issue date	30/01/2026
Reference number	01291269
Date rates declared	30/06/2025
Capital improved value	\$480,000
Site value	\$270,000
Net annual value	\$24,000
Ward	Riversdale

<b>PROPERTY LOCATION</b> 8/167 Riversdale Road HAWTHORN VIC 3122	<b>AVPCC</b> (see reverse for definition) 125-Strata Unit or Flat
--	--

**Third instalment due 28 February 2026****Due: \$290.00**

### Methods of payment

**Direct Debit**

Have your rates paid automatically from your nominated cheque or savings account monthly, quarterly or annually. Complete the form at [www.boroondara.vic.gov.au/rates](http://www.boroondara.vic.gov.au/rates) or call **9278 4444**.

*Note: credit cards not accepted.*

**Australia Post**

Pay in-store at Australia Post. Payment can be made in cash, by EFTPOS or by credit card (Visa, Mastercard or Amex). Quote the Billpay Code and Reference number shown on the front of the notice.

*Note: credit card surcharge will apply.*

**BPAY®**

Contact your participating financial institution to make a payment through BPAY®. Quote Biller Code and your reference number. More information: [www.bpay.com.au](http://www.bpay.com.au)

**Mail**

Detach the perforated section of this notice and mail to City of Boroondara with your cheque or money order made payable and crossed not negotiable:  
**City of Boroondara**  
Private bag 1  
Camberwell 3124

**Telephone**

Call **1300 722 151** and follow the prompts to make secure payments.

*Note: credit card surcharge will apply.*

**Online**

Secure online payments can be made at [www.boroondara.vic.gov.au/rates](http://www.boroondara.vic.gov.au/rates).

*Note: credit card surcharge will apply.*

**In person**

Visit the customer service counter at 8 Inglesby Road, Camberwell Victoria 3124. Opening hours are Monday to Friday, 8am to 5:15pm. Please note that card surcharges may apply.

Penalty interest: Late payments will be charged at 10% interest each year. Please see the back of the notice for more information.

Payments may not be shown on this notice if they were made on or after: 23/01/2026



**See all your notices in one place.** Scan this QR code to sign up for eNotices using your Reference No: 28BDEA67CX



Billpay Code: 0386  
Reference No: 0129 1269

**Direct Debit**

Set and forget payments - scan this QR code to sign up for Direct Debit



Billpay Code: 93633  
Reference No: 01291269

### **Victorian Government levy for Emergency Services and Volunteers Fund (ESVF)**

The ESVF replaces the Fire Services Property Levy and is a higher levy amount for expanded emergency services. The ESVF will not be included in the rate cap, and any increases will be at the discretion of the Victorian Government.

For all ESVF queries, visit the State Revenue Office website or call the ESVF support line on **1300 819 033**.

### **If you are having difficulty paying your rates, charges and ESVF**

If you can't pay your rates and charges, we can help you to arrange a payment plan or defer the payment. Our Financial Hardship Policy is available at [www.boroondara.vic.gov.au/rates](http://www.boroondara.vic.gov.au/rates)

### **Payment allocation**

Payments will be allocated as follows:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing.

### **Credit card surcharge**

Credit card payments may have a payment surcharge. The payment surcharge is the cost charged to Council for each transaction. You can find the payment surcharge amounts at [www.boroondara.vic.gov.au/payments](http://www.boroondara.vic.gov.au/payments).

### **Post**

You can post a cheque or money order. Payments posted must be received by the due date. Council is not responsible for payment lost in the mail.

### **Penalty interest**

The penalty interest rate is 10% per annum. This is set under Section 2 of the *Penalty Interest Rates Act 1983*.

If you miss an instalment payment, the penalty interest is charged from the date each missed instalment is due.

If you are paying in full and the full payment is not received by 15 February 2026, the penalty interest will be charged from 30 September 2025

### **Change of postal address or details**

To change your postal address or contact details, visit [forms.boroondara.vic.gov.au/change-of-details-rates](http://forms.boroondara.vic.gov.au/change-of-details-rates)

### **Australian Valuation Property Classification Code (AVPCC)**

The AVPCC on the rates notice is the land use. This code is set by the Valuer-General Victoria.

### **Translation**

If you would like help translating any information on this notice, please call our free interpreting service on **9278 4002**.

### **Mandarin**

如果您需要帮助翻译本通知中的任何信息，请致电 **9278 4002** 联系我们的免费口译服务。

### **Greek**

Αν χρειάζεστε βοήθεια με τη μετάφραση οποιωνδήποτε πληροφοριών σε αυτή την ειδοποίηση, καλέστε τη δωρεάν υπηρεσία μας διεργμηνών στο **9278 4002**.

### **Italian**

Se hai bisogno di aiuto per tradurre le informazioni in questo avviso, chiama il nostro servizio di interpretariato gratuito al numero **9278 4002**.

# Your quarterly bill



Emailed to: [accounts.oakleigh@xynergy.com.au](mailto:accounts.oakleigh@xynergy.com.au)  
MR R NASARAJAH & MS R GURUNATHAN  
C/O XYNERGY REALTY OAKLEIGH  
19 STATION ST  
OAKLEIGH VIC 3166

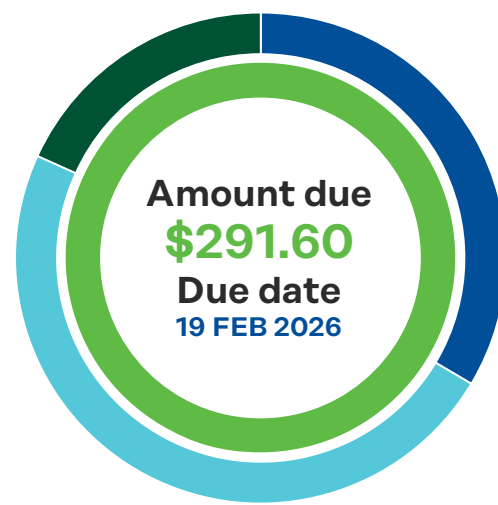
Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number	79 6235 9758
Invoice number	7963 2780 08230
Issue date	29 Jan 2026
Property address	UNIT 8, 167 RIVERSDALE RD HAWTHORN
Property reference	1019882, RP 15503
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

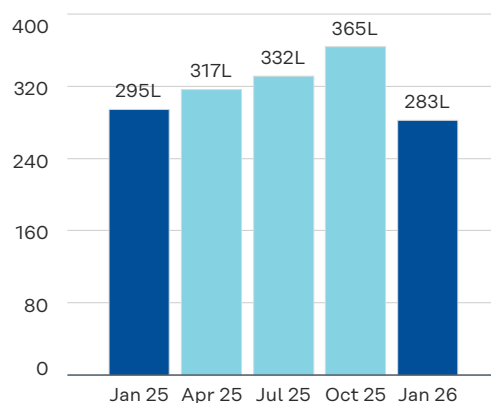
Previous bill	\$316.55
Payment received thank you	-\$316.55
Balance carried forward	\$0.00
<b>This bill</b>	
Usage charges	\$97.92
Service charges	
Water supply system	\$20.80
Sewerage system	\$119.92
Other authority charges	
Waterways and drainage	\$30.82
Parks	\$22.14
<b>Total this bill (GST does not apply)</b>	<b>\$291.60</b>
<b>Total balance</b>	<b>\$291.60</b>

Under the Residential Tenancies Act 1997, owners cannot request tenants to pay for usage charges if the property doesn't have its own meter.



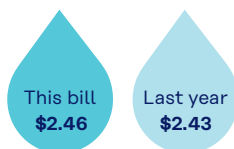
- Usage charges
- Service charges
- Other authority charges

## Average litres per day



## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.



As your property doesn't have its own water meter, your water use is calculated as a proportion of the total water use for all properties in this development.



## How to pay



### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **796252073**



### BPAY®

Bill code: **344366**  
Ref: **796 2359 7581**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **7963 2780 08230**



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**

MR R NASARAJAH & MS R GURUNATHAN

Account number	79 6235 9758
Invoice number	7963 2780 08230
<b>Total due</b>	<b>\$291.60</b>
<b>Due date</b>	<b>19 Feb 2026</b>
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
MBF005414	12,718kL -	12,614kL =	104kL
YCF010489	7,424kL -	7,281kL =	143kL
<b>Your proportion of usage</b>			<b>27.410kL</b>
From 23 Oct 2025 - 28 Jan 2026			(97 days)
Water and sewer usage charge*	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	27.410kL x	\$3.5724 =	\$97.92
<b>Total</b>	<b>27.410kL</b>		<b>\$97.92</b>
<b>Total usage charges</b>			<b>\$97.92</b>

\* Your usage is calculated as a proportion of the total usage for all properties in this development.

## Your charges explained

- **Water and sewer usage charge**  
**23 October 2025 - 28 January 2026**  
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**  
**1 January 2026 - 31 March 2026**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 January 2026 - 31 March 2026**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
  - Waterways and drainage charge**  
**1 January 2026 - 31 March 2026**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
  - Parks charge**  
**1 January 2026 - 31 March 2026**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

## Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話	1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	<b>03 9046 4173</b>

## Next meter reading:

Between 27 Apr-4 May 2026

## Register your concession\*

Save up to 50% on your water and sewer charges.

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📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

# Let's use water wisely

## Permanent Water Saving Rules apply year round

Help protect our water supplies so there's enough for everyone:

- Use watering systems before 10am or after 6pm
- Hand-water anytime with a trigger nozzle hose
- Sweep hard surfaces like driveways

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**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**  
Ver.10.0.CAV.OA/0925

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

### Part A – General

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

#### 1. Date of agreement

This is the date the agreement is signed. **Oct 12, 2025**

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

#### 2. Premises let by the rental provider

Address of Premises **8/167 Riversdale Road,  
HAWTHORN, VIC, 3122,  
Car park: 1 – Storage Cage: N/A**

#### 3. Rental provider details

Name: **Ratnarajah Nasarajah & Rema Gurunathan (8/167 Riversdale)**

##### Rental provider's agent's details (if applicable)

Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as  
Xynergy Realty Oakleigh**

Business Address: **158 Drummond St, Oakleigh, VIC 3166**

Telephone: **03 9017 5881**

Email: **info.oakleigh@xynergy.com.au**

ABN: **37 615 705 621**

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full Name of Renter 1	<b>Akshay Ravindra Deodare</b>
Current Address	<b>8/167 Riversdale Road, HAWTHORN, VIC 3122</b>
Email of Renter 1	<b>deodareakshay@gmail.com</b>
Phone number of Renter 1	<b>0432 092 746</b>
Full Name of Renter 2	<b>Akash Vikram Shinde</b>
Current Address	<b>8/167 Riversdale Road, HAWTHORN, VIC 3122</b>
Email of Renter 2	<b>akash.shinde373@gmail.com</b>
Phone number of Renter 2	<b>0491 805 281</b>

**Note:** If there are more than four renters, include details on an extra page.



#### Headquarters

791 Bourke Street  
Docklands, VIC 3008  
P 1300 884 168

#### South Yarra Office

25 Malcolm Street  
South Yarra, VIC 3141  
P 1300 884 168

#### Oakleigh Office

158 Drummond Street  
Oakleigh, VIC 3166  
P 03 9017 5881

#### Altona Office

114-116 Queen Street  
Altona, VIC 3018  
P 03 9398 8400

#### Wyndham Office

4/19 Synnot Street  
Werribee, VIC 3030  
P 03 8764 3264

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**5. Length of the agreement**

Fixed Period Agreement  - The period of the Agreement (The period 12 months Agreement)

Start date: **19/10/2025** (this is the date the agreement starts and you may move in)

End date: **18/10/2026**

**Note:** If a fixed-term agreement ends and the renter and rental provider do not enter into a new fixed-term agreement, and the renter continues to occupy the premises, a periodic (e.g., month-by-month) residential rental agreement will be formed.

**6. Rent**

Rent amount (\$) **\$2,238.00** (payable in advance)  
To be paid per  week  fortnight  calendar month

Day rent is to be paid on the **18<sup>th</sup>** of each month.  
Date first rent payment due **18/10/2025**

**7. Bond**

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond Amount (\$): **\$2,173.00**  
Date bond payment due: **Paid**

**Part B – Standard terms**

**8. Rental provider's preferred method of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

Direct debit  Bank deposit  Cash  Cheque  
 Money order  BPAY  other electronic form of payment, including Centrepay

Payment details

Biller Name: **Xynergy Oakleigh**  
Biller Code: **261-933**  
Customer Registered Number (CRN): **1787881570**

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**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

**9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Yes – insert email address, mobile phone number or other electronic contact details
- No

**rental.oakleigh@xynergy.com.au**

**9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?**

(Renter to tick as appropriate)

- Renter 1  Yes – insert email address, mobile phone number or other electronic contact details
- No

**deodareakshay@gmail.com**

- Renter 2  Yes – insert email address, mobile phone number or other electronic contact details
- No

**akash.shinde373@gmail.com**

**Note:** The option to consent should be provided to each renter who is a party to the agreement.

**10. Urgent Repairs**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of the person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	<b>Nicholas Nur Putra</b>
Emergency phone number	<b>03 9017 5881</b>
Emergency email address	<b>rental.oakleigh@xynergy.com.au</b>

**Note:** The Full Emergency Contact List is listed in the Appendix.

**11. Professional Cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy, and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. Owners corporation**

Do owners corporation rules apply to the premises?

(Rental provider to tick as appropriate)

No

Yes

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

**Part C – Safety-related activities**

**14. Electrical safety activities**

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

**15. Gas safety activities**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

**16. Smoke alarm safety activities**

- (a) The rental provider must ensure that:
- (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information on how each smoke alarm in the rented premises operates; and
  - (ii) Information on how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## **Part D – Rights and Obligations**

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### **20. Use of the premises**

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

### **21. Condition of the premises**

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

### **22. Modifications**

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

### **23. Locks**

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.

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- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

**24. Repairs**

Only a suitably qualified person must do repairs – both urgent and non-urgent.

**25. Urgent repairs**

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2,500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**26. Non-urgent repairs**

The renter must notify the rental provider, in writing, as soon as practicable of:

- damage to the premises; and
- breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

**27. Assignment or sub-letting**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

**28. Rent**

The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.

Rent cannot be increased more than once every 12 months.

If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.

The rental provider must not increase the rent under a fixed-term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**29. Access and entry**

The rental provider may enter the premises:

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- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. Pets**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**Part E – Additional Terms**

**31. Further details (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](https://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**Part E.1. Commencement Stage**

**31.1. No Representations**

The RENTER acknowledges that no promise, representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on **Part C** of this Agreement.

**31.2. Consent of the Premises Let use**

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval, and any cost associated with such approvals will be the responsibility of the RENTER.

**31.3. Government Compliance Requirements**

The RENTER shall comply with any Acts, Regulations, Rules, or Directions of any Government, semi-Government, or statutory body.

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**31.4. Owners Corporation Compliance Rules**

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation, as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which is provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

**31.5. Availability of the Premises Let**

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

**31.6. Condition Report**

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of the Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER, as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that the Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.
- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

**31.7. Residential Disclosure Statement**

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

**31.8. Occupancy of the Premises Let**

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

**31.9. Payment of Water Usage and Sewage Disposal**

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

**31.10. Payment of Services**

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

**31.11. Furnishings**

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**31.12. Care for Furnishings**

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

**31.13. Withdrawal**

Should the RENTER find it necessary to withdraw the Agreement prior to the commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

**Part E.2. Tenancy Stage**

**31.14. Quiet Enjoyment**

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

**31.15. Cleanliness**

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

**31.16. Noise Control**

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines, which states that noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating systems and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information, please visit [epa.vic.gov.au/noise](http://epa.vic.gov.au/noise).

**31.17. Commercial Use**

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent, which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

**31.18. Bond Use**

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated in the Act.

**31.19. Report Defects**

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

**31.20. Report Damage or Injury**

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

**31.21. Shared Services**

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

**31.22. Rubbish**

The RENTER shall deposit all rubbish, including cartons and newspapers, in a proper rubbish receptacle with a close-fitted lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

**31.23. Hanging Clothes**

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

**31.24. Balcony**

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

**31.25. Indoor Plants**

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

**31.26. Maintain Garden**

The RENTER agrees to maintain any garden at or adjacent to the premises let, including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and, so far as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

**31.27. Maintain Water Feature**

The RENTER must comply with any government watering restrictions in place, from time to time, when watering any garden. It is the responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy, taking into account fair wear and tear.

**31.28. Maintain Water System**

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in at the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER, the AGENT, or their contractors.

**31.29. Pools and Water Features**

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted, it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

**31.30. Notify Blockages**

The RENTER must, as soon as practicable, notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage, including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper, may be flushed down the sewerage, septic, stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

**31.31. Maintain Filters**

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual for cleaning instructions on the filters. The RENTER may have to cover the cost of service on any future problems with the units if this is caused by the cleaning not being undertaken.

**31.32. Protection Against Damage**

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be on the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

**31.33. Floor Protection**

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of furniture to protect the floorboards from scratching.

**31.34. Smoke Free Zone**

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

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**31.35. Heaters Products**

The RENTER shall not keep or use any portable kerosene heaters, any burning heaters, or heaters of a similar kind in the premises let.

**31.36. Fireplace Use**

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

**31.37. Smoke Alarm Detectors**

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

**31.38. Vehicle Parking**

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

**31.39. Parking Permit**

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make an independent arrangement for the parking of any vehicle.

**31.40. Registered Vehicle**

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

**31.41. Mechanical Work**

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles on or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts, bodies, or other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to its original condition forthwith.

**31.42. Replace Light Features**

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which becomes defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**31.43. Registered Pets**

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 30. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

**31.44. Pets Responsibility**

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

**31.45. Pet Request**

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

**31.46. Pests Control**

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 25.

**31.47. Changing Locks**

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

**31.48. Lost Keys**

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

**31.49. Additional Keys**

The RENTER acknowledges that should the RENTER wish to order any additional key, remote control, or other access device for the premises let, it will be at the expense of the RENTER, including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

**31.50. Breakage Incident**

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where the breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

**31.51. Premises Let Alterations**

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition, including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

**31.52. Premises Let Maintenance**

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use its best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

**31.53. Urgent Repairs**

The RENTER acknowledges that the AGENT is authorised to attend urgent repairs to a maximum of \$2,500, including GST, and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided in clause 10 or the approved Emergency Contact before any urgent repairs are completed.

*Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.*

**31.54. Writing Maintenance Request**

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs', are required in writing to the AGENT address outlined in clause 3.

**31.55. Cost of Repairs of the Premises Let**

The RENTER shall be liable for the cost of repairing the damage they caused, and the RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by the RENTER to the premises let.

**Part E.3. Expiration Stage**

**31.56. Notice of Expiration**

The RENTAL PROVIDER may issue a notice to vacate in accordance with the Act during the term of this Agreement, and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

**31.57. Notice of Possession**

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accordance with the Act requiring vacant possession on the expiry of this Agreement.

**31.58. No Promise of Renewal**

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

**31.59. Notice of Intention to Vacate**

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

**31.60. Periodic Tenancy**

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

**31.61. Break Lease**

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find an acceptable person/person willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
  - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
  - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
  - the advertising costs of \$400 inclusive GST or as on the advertising fees schedule, whichever is higher, as incurred in obtaining a new RENTER, and
  - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
  - if the premises let is fully or partially furnished, the RENTER agrees to pay the Inventory List fee of \$385 inclusive of GST, as incurred to produce the premises let transition Condition Report, and

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- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement, subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy, whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

**31.62. Public Notice and Access**

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice 'to let' during the last month of the term of this Agreement.
- (b) to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 29.

**31.63. Removal of Personal Belongings**

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

**31.64. Modifications Restoration**

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

**31.65. Window Cleaning**

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

**31.66. Carpet Cleaning**

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

**31.67. Cost of Rectification**

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

**31.68. Cost of Replacements**

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

**31.69. Cost of Pet Damage**

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

**31.70. Cost of Cleaning**

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

**31.71. Return Keys**

- (a) The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that
- (b) The RENTER acknowledges that the rent on the premises let is payable until all keys and any remote controls are delivered.

**Part E.4. General Provision**

**31.72. Residential Tenancy Database**

The AGENT will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by the AGENT, subject to the Act Section 439 (l).

**31.73. Occupant of the Premises Let**

The RENTER agrees that the person or persons who sign the Rental Agreement, together with their dependent children, are to be the ONLY occupants of the premises let.

**31.74. Contents Insurance**

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER take out contents insurance to cover their possessions adequately.

**31.75. No Invalidating Insurance**

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium, including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil-burning heater at the premises let. For the avoidance of doubt, the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

**31.76. Loss or Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

**31.77. Injury and Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

**31.78. Rent Payment**

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

**31.79. Rent Increase Notice**

The RENTAL PROVIDER must not increase the rent more than once every 12 months according to clause 28.

- (a) The RENTAL PROVIDER may, in accordance with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) The RENTAL PROVIDER will specify the amount of the increase and how the rent increase is calculated in the notice.
- (c) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

**31.80. Cost of Repairs of the Furniture, Fittings, and Chattels**

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it resulting in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

**31.81. Electronic Notices**

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilising an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**31.82. Change of Electronic Address**

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

**31.83. Withdrawal of Consent**

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

**31.84. Notice of Entry**

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 29:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;
- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and the provider further states that at least seven days' written notice has been given to the RENTER.

**31.85. Change of Renter**

If the RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must, as soon as practicable, notify the RENTAL PROVIDER or AGENT in writing and comply with clause 27.

**31.86. Obligation of Renter of Transfer**

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charges incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER'S default or due to the event in clause [31.88](#).

**31.87. Process of Transfer**

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$299 (including GST) or 0.55 weeks' rent (including GST), whichever is greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.

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- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

*The transfer will take in place until the new Agreement is binding and unconditional.*

**31.88. Assignment and Sub-Letting**

The RENTER assigns the tenancy or sub-let contrary to clause 27, or the RENTER abandons the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses, including:
- the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
  - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
  - the advertising costs of \$400 inclusive GST or as on the advertising fees schedule, whichever is higher, as incurred in obtaining a new RENTER, and
  - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
  - if the premises let is fully or partially furnished, the RENTER agrees to pay the Inventory List fee of \$385 inclusive of GST, as incurred to produce the premises let transition Condition Report, and
  - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement, subject to legal requirements.
- (b) To be responsible for paying rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement, whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11, and undamaged state as on the condition report per clause 13.

**31.89. Administration Fee for Additional Keys**

- (a) The RENTER agrees to pay for additional keys for the non-registered RENTER as listed in the Agreement or for any keys lost due to the RENTER's negligence.
- (b) The RENTER agrees to pay the AGENT's administration fee (*non-reimbursable*) as in clause [31.90](#) and any Owners' Corporation Administration fee (if applicable) for the additional keys.
- (c) The RENTER agrees to return all keys as provided, including any additional keys, at the end of the tenancy.

**31.90. Standard Administration Fee**

The RENTER agrees to pay in advance the administration fee for any extra services that fall outside the standard services level of the AGENT, in the amount of \$39.60 (inclusive of GST) per processing service, excluding the RENTER's transfer processing fee as outlined in clause [31.87](#).

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**31.91. Failure to Comply**

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated in the Act.

**31.92. Enforcement of the Agreement**

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

**31.93. Severability**

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

**31.94. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum, which shall form part of this Agreement.

- (a) The Act means the Residential Tenancies Act 1997, including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document, incorporating the Schedule, and
- (e) All attachments are in the Appendix or the digital link to this document.

**31.95. Amendment of the Agreement**

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let, and the RENTER will be bound by such rules and regulations of the Act.

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**32. Signatures**

This agreement is made under the **Residential Tenancies Act 1997**. Before signing, you must read **Part D – Rights and Obligations** in this form, which outlines your rights and obligations.

RENTAL PROVIDER



Oct 10, 2025

*Signature of AGENT  
on behalf of the  
RENTAL PROVIDER*

**Nicholas Nur Putra**  
*Name*

*Date*

RENTER(S)



Oct 11, 2025

Signature of RENTER 1

AKSHAY DEODARE (Oct 11, 2025 09:15:05 GMT+11)

**Akshay Ravindra Deodare**  
*Name*

*Date*

RENTER(S)



Oct 12, 2025

Signature of RENTER 2

Akash Vikram Shinde (Oct 12, 2025 23:36:31 GMT+11)

**Akash Vikram Shinde**  
*Name*

*Date*

**RESIDENTIAL TENANCIES ACT 1997  
RESIDENTIAL TENANCIES REGULATIONS 2021  
REGULATION 10(1)  
RESIDENTIAL RENTAL AGREEMENT**

**Appendix**

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules \(as the case may be\)](#)

*Prepared on: 10 October 2025*












# PT2705 - LR


Final Audit Report

2025-10-12

Created:	2025-10-10
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAADcOK_Dy5NnJuLJxDBAWMaw6Sjq8Cn-Vx

## "PT2705 - LR" History

-  Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)  
2025-10-10 - 03:15:41 GMT- IP address: 117.54.109.4
-  Document emailed to pm3.oa@xynergy.com.au for signature  
2025-10-10 - 03:18:26 GMT
-  Email viewed by pm3.oa@xynergy.com.au  
2025-10-10 - 03:18:56 GMT- IP address: 66.249.84.194
-  Signer pm3.oa@xynergy.com.au entered name at signing as Nicholas Nur Putra  
2025-10-10 - 05:45:48 GMT- IP address: 175.37.140.89
-  Document e-signed by Nicholas Nur Putra (pm3.oa@xynergy.com.au)  
Signature Date: 2025-10-10 - 05:45:50 GMT - Time Source: server- IP address: 175.37.140.89
-  Document emailed to AKSHAY DEODARE (deodareakshay@gmail.com) for signature  
2025-10-10 - 05:45:53 GMT
-  Email viewed by AKSHAY DEODARE (deodareakshay@gmail.com)  
2025-10-10 - 06:17:39 GMT- IP address: 66.249.84.194
-  Document e-signed by AKSHAY DEODARE (deodareakshay@gmail.com)  
Signature Date: 2025-10-10 - 22:15:05 GMT - Time Source: server- IP address: 122.150.167.88
-  Document emailed to akash.shinde373@gmail.com for signature  
2025-10-10 - 22:15:08 GMT
-  Email viewed by akash.shinde373@gmail.com  
2025-10-12 - 07:31:22 GMT- IP address: 66.249.84.197
-  Signer akash.shinde373@gmail.com entered name at signing as Akash Vikram Shinde  
2025-10-12 - 12:36:29 GMT- IP address: 122.150.167.111

 Document e-signed by Akash Vikram Shinde (akash.shinde373@gmail.com)

Signature Date: 2025-10-12 - 12:36:31 GMT - Time Source: server- IP address: 122.150.167.111

 Agreement completed.

2025-10-12 - 12:36:31 GMT



Ross-Hunt Real Estate Pty Ltd | ABN: 99 004 290 742  
 A: 99-105 Union Road, Surrey Hills 3127  
 P: Locked Bag 1, Surrey Hills 3127  
 E: rosshunt@rosshunt.com.au | T: (03) 9830 4044  
 www.rosshunt.com.au



### Owners Corporation Fee Notice

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Ratnarajah Nasarajah & Rema Garunathan  
 19 Station St,  
 OAKLEIGH VIC 3166

Issued 24/02/2026 on behalf of:

The Owners Corporation 15503  
 ABN: 96 672 758 095  
 167 Riversdale Road,  
 HAWTHORN VIC 3122

for Lot:8& 12 Unit:8  
 Ratnarajah Nasarajah & Rema Garunathan  
 167 Riversdale Road,  
 HAWTHORN VIC 3122

Due Date	Details	Administrative Fund	Sinking Fund	Total
01/04/2026	Levy contributions( (01/04/2026 - 30/06/2026) )	857.43	61.44	918.87
	Total levies due in month	857.43	61.44	918.87

Total of this levy notice	\$ 918.87
Levies in Arrears	\$ 0.00
Interest on Levies in Arrears*	\$ 0.00
Owner invoices	\$ 0.00
Special levies(not yet due)	\$ 0.00
Subtotal of amount due	\$ 918.87
Prepaid	\$ 0.00
<b>Total Amount Due</b>	<b>\$ 918.87</b>

1. BPAY; 2. Mailing a Cheque/Money Order with the payment slip below to Ross-Hunt Real Estate Pty Ltd, Locked Bag 1, Surrey Hills 3127 ; 3. Paying in person with cash or cheque at Ross-Hunt Real Estate, 99-105 Union Road, Surrey Hills. The Owners Corporation Act 2006 requires that lot owners pay their levy contributions within 28 days of the due date of a fee notice. If the fees are not paid within the prescribed period the owners corporation will issue a Reminder Notice to the lot owner. At this point the lot owner will be charged an additional \$20.00 debt recovery administration fee.

**Arrears & Interest Due Immediately**  
**Levy Payment Due 01/04/2026**

\*Interest accumulates daily on the outstanding balance of arrears at a rate of 10% per annum in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). This rate is subject to change. Interest becomes due and payable for the levy on which it has accrued, only after full payment of that levy. Once the payment is made, the interest will be reflected as due and payable on subsequent notices.



#### Telephone & Internet Banking - BPAY

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

#### Amount Due

\$918.87

#### Bpay Biller Code: 253062

Ref: 792115211041411

#### Current Levy Due Date

01/04/2026

#### Amount Paid

\$0.00

#### Account Credits

\$0.00

Ratnarajah Nasarajah & Rema Garunathan

19 Station St, OAKLEIGH VIC 3166  
 Lot 8& 12 Unit 8

Pay by mailing this remittance slip with your cheque to:  
 ROSS-HUNT REAL ESTATE  
 Locked Bag 1, Surrey Hills VIC 3127

792115211041411

009202

0000000844

918.87

+100+

Owners Corporation Act 2006 Section 31, Owners Corporation Regulations 2018 and Owners Corporation Rules

## Important information on fees and charges

### Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

### Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

### Disputes

The *Owners Corporations Act 2006* (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- The owners corporation internal dispute resolution process
- Conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- Applications to the Victorian Civil and Administrative Tribunal (VCAT).

### Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact DSCV or VCAT (see below).

### Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the [DSCV website](http://disputes.vic.gov.au) (disputes.vic.gov.au)

### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

## PAYMENT OPTIONS



**Telephone and Internet Banking - BPAY®** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.



Mail your payment with the bottom slip of your Owners Corporation Fee Notice to:  
**ROSS-HUNT REAL ESTATE Locked Bag 1, Surrey Hills Vic 3127**  
 Should you require a receipt please include a stamped self-addressed envelope.



Come into our office at **99-105 Union Road, Surrey Hills, Vic 3127** and pay by cash or cheque.



### CHANGE OF ADDRESS

Please forward written advice of any change of address to:  
**ROSS-HUNT REAL ESTATE Locked Bag 1, Surrey Hills Vic 3127**, email: [ocupdates@rosshunt.com.au](mailto:ocupdates@rosshunt.com.au) or visit [www.rosshuntoownerscorporation.com.au/ross-hunt-owners-portal](http://www.rosshuntoownerscorporation.com.au/ross-hunt-owners-portal)