

DATED

2024

**AINSLEY KATE TREADWELL**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: LEVEL 3, Apartment 1, 1 EDEN Street, HEIDELBERG HEIGHTS VIC 3081**

**ADVANCED CONVEYANCING**

Suite 8.10, Level 8, 365 Little Collins Street

MELBOURNE VIC 3000

Mob: 03 7036 1526

Ref: MN:NL:MN243813

## CONTRACT OF SALE OF LAND

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at 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)

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

# 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*.

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2024

**Print names(s) of person(s)  
signing:** .....

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2024

**Print names(s) of person(s)**      **AINSLEY KATE TREADWELL**  
**signing:** .....

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

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

# PARTICULARS OF SALE

## Vendor's estate agent

### Harcourts Rata & Co

Of: 219 High Street, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: 0425 024 247

Fax:

Ref: Jay Sharma

## Vendor

**AINSLEY KATE TREADWELL**

## Vendor's legal practitioner or conveyancer

### ADVANCED CONVEYANCING

Suite 8.10, Level 8, 365 Little Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666

Ref: MN243813

## Purchaser

Of

Email:

Mob:

## Purchaser's legal practitioner or conveyancer

Of:

Email:

Tel:

Mob:

Fax:

Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11830 Folio 315	301	PS 720338V

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:

LEVEL 3, Apartment 1, 1 EDEN Street, HEIDELBERG HEIGHTS VIC 3081

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Inclusions: Washing machine and Dryer

## Payment

Price \$ .....

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

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

- GST (if any) must be paid in addition to the price if the box is checked
- 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
- This sale is a sale of a 'going concern' if the box is checked
- 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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease (general condition 5.1)**

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 ..... / ..... /20... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on ..... / ..... /20.....
- OR
- a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* 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)**

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

Lender: .....  
Loan amount: ..... Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

**Special conditions**

This contract does not include any special conditions unless the box is checked. If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

# 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.

## 1 ACCEPTANCE OF TITLE

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.

EC

## 2 ELECTRONIC CONVEYANCING

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

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

2.2 A party must immediately give written notice by email if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The purchaser must anticipate the PEXA workspace created by the vendor to proceed with settlement.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator.

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3 PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### **4 NO REPRESENTATIONS**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### **5 PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

### **6 DWELLING**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold based on existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### **7 DEPOSIT**

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

### **8 AUCTION**

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

### **9 GUARANTEE**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### **10 FIRB APPROVAL**

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

10.3 This warranty and indemnity do not merge on completion of this contract.

### **11 CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

- (a) in their present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

## **12 DEFAULT NOT REMEDIED**

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$900.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

**13 LOAN**

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution( not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

**14 RESCHEDULED SETTLEMENT**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or requests the Vendor's representative to seek instruction from the vendor to change the settlement date or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 for additional costs and disbursements.

**15 SWIMMING POOL OR SPA**

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

- a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;
- b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

**16 STATEMENT OF ADJUSTMENTS**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving the Statement of Adjustments.

## 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.

**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 warranties in general conditions 6.2 and 6.3 replace the purchaser's right to make requisitions and inquiries.

6.2 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.

6.3 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.

6.4 The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.5 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.

6.6 Words and phrases used in general condition 6.5 which are defined in the Building Act 1993 have the same meaning in general condition 6.5.

**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 11.4(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**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the Transfer of Land Act 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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 the holder of an unencumbered estate in free 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.

13.8 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.

## 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: (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.

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:

- (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 on settlement of the sale of the property;
- (b) 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
- (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.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) 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.

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:

- (a) so agreed by the vendor in writing; and
- (b) 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:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) 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:

- (a) decide if an amount is required to be paid or the quantum of it, or

(b) 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.

## 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 outgoings.

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 outgoings.

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.

## **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.

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of .....

..... (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 2024

SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )

INFORMATION ONLY

# 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>	LEVEL 3, APARTMENT 1, 1 EDEN STREET, HEIDELBERG HEIGHTS VIC 3081
-------------	--

Vendor's name	AINSLEY KATE TREADWELL	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: \$12,000.00

### 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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

## 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)*

As attached.
--------------

# 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](#) (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.

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

Page 1 of 2

VOLUME 11830 FOLIO 315

Security no : 124113734974G  
Produced 27/03/2024 11:03 AM

**LAND DESCRIPTION**

Lot 301 on Plan of Subdivision 720338V.  
PARENT TITLE Volume 08806 Folio 305  
Created by instrument PS720338V 28/10/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

AINSLEY KATE TREADWELL of APARTMENT 1 LEVEL 3 1 EDEN STREET HEIDELBERG  
HEIGHTS VIC 3081  
AS006836J 14/03/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS006837G 14/03/2019  
COMMONWEALTH BANK OF AUSTRALIA

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

**DIAGRAM LOCATION**

SEE PS720338V 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: APARTMENT 1 LEVEL 3 1 EDEN STREET HEIDELBERG HEIGHTS VIC 3081

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 14/03/2019

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS720338V

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

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Page 2 of 2

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS720338V</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>27/03/2024 11:03</b>

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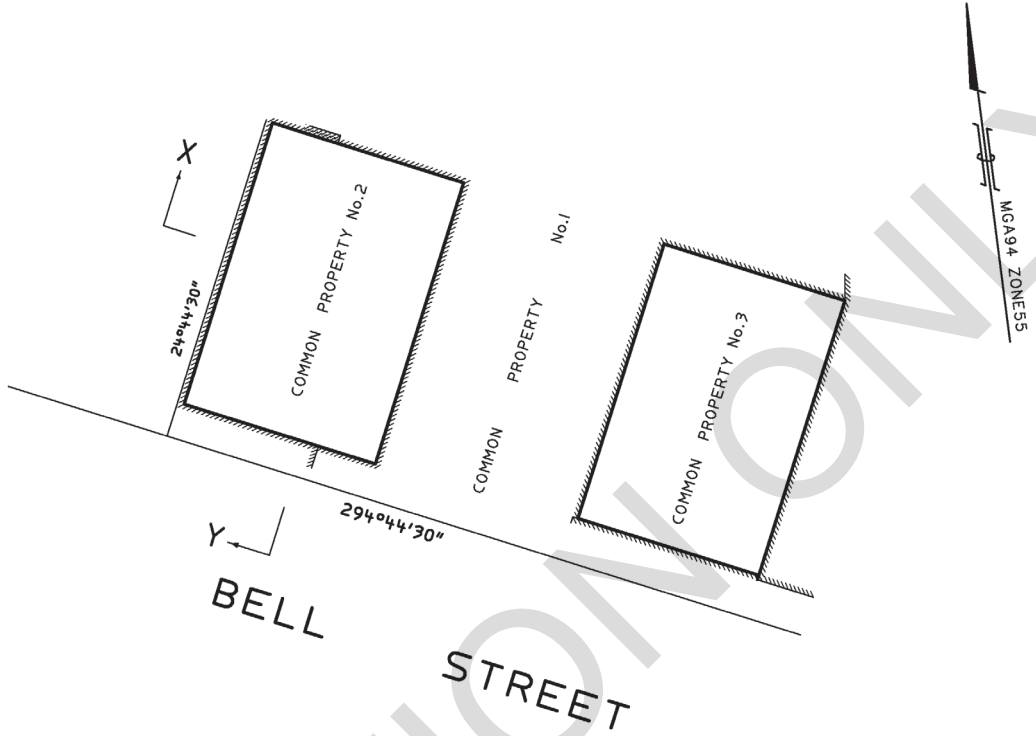
<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS720338V</b>	
<b>LOCATION OF LAND</b>  <b>PARISH: KEELBUNDORA</b>  <b>CROWN PORTION: 3 (PART)</b>   <b>TITLE REFERENCE: Vol.8806 Fol.305</b>  <b>LAST PLAN REFERENCE: Lot 38 on LP34191</b>  <b>POSTAL ADDRESS: 254 BELL STREET</b> (at time of subdivision) <b>HEIDELBERG HEIGHTS, 3081</b>  <b>MGA CO-ORDINATES: E: 327 940                      ZONE: 55</b> (of approx centre of land                      GDA 94 in plan) <b>N: 5 820 000</b>		Council Name: Banyule City Council  Council Reference Number: C34/2016 Planning Permit Reference: P175/2016 SPEAR Reference Number: S080943S  Certification  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 22/09/2016)  Digitally signed by: Janet Michelle Fedgrave for Banyule City Council on 04/08/2016		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN THE LOTS & COMMON PROPERTY No.2 & COMMON PROPERTY No.3. BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES: MEDIAN : BOUNDARIES OF LOTS MARKED M FACE OF WALLS, FLOORS AND CEILINGS : ALL OTHER BOUNDARIES AFFECTED. HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.  ALL PARTS OF LOTS ON DIAGRAM 1 HEREIN ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR LOWER BOUNDARY, EXCEPT PARTS OF LOTS MARKED THUS*.  ALL INTERNAL SERVICE DUCTS & PIPE SHAFTS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITION OF THESE DUCTS & SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.  <b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b> FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION:</b> Does not apply		<b>LOT IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b> FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				
<b>EASEMENT INFORMATION</b>				
LEGEND:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
<b>SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.</b>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE, SEWERAGE & GAS	1.83	LP34191	LOTS ON LP34191
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	POWERLINE  (LIMITED IN DEPTH TO 1m BELOW GROUND FLOOR LEVEL & LIMITED IN HEIGHT TO THE INTERNAL FACE OF THE CEILING OF THE GROUND LEVEL	SEE PLAN	THIS PLAN (Sec.88 Electricity Industry Act 2000)	JEMENA ELECTRICITY NETWORKS (VIC) Ltd.
 <b>VICLAND SURVEYING</b> INC. KEARNEY & TYRRELL SURVEYING 53 Rose Street, Essendon 3040 T 9331 4266    E admin@vland.com.au F 9331 4366    W www.vland.com.au		SURVEYORS FILE REF: <b>15194</b> VERSION 4 28/6/2016		ORIGINAL SHEET SIZE: A3    SHEET 1 OF 8 SHEETS
Digitally signed by: Raymond James Mawson (Vicland Surveying), Surveyor's Plan Version (4), 29/07/2016 Amended: 28/10/2016			PLAN REGISTERED TIME: 4:20 PM    DATE: 28/10/16 Lewis White Assistant Registrar of Titles	



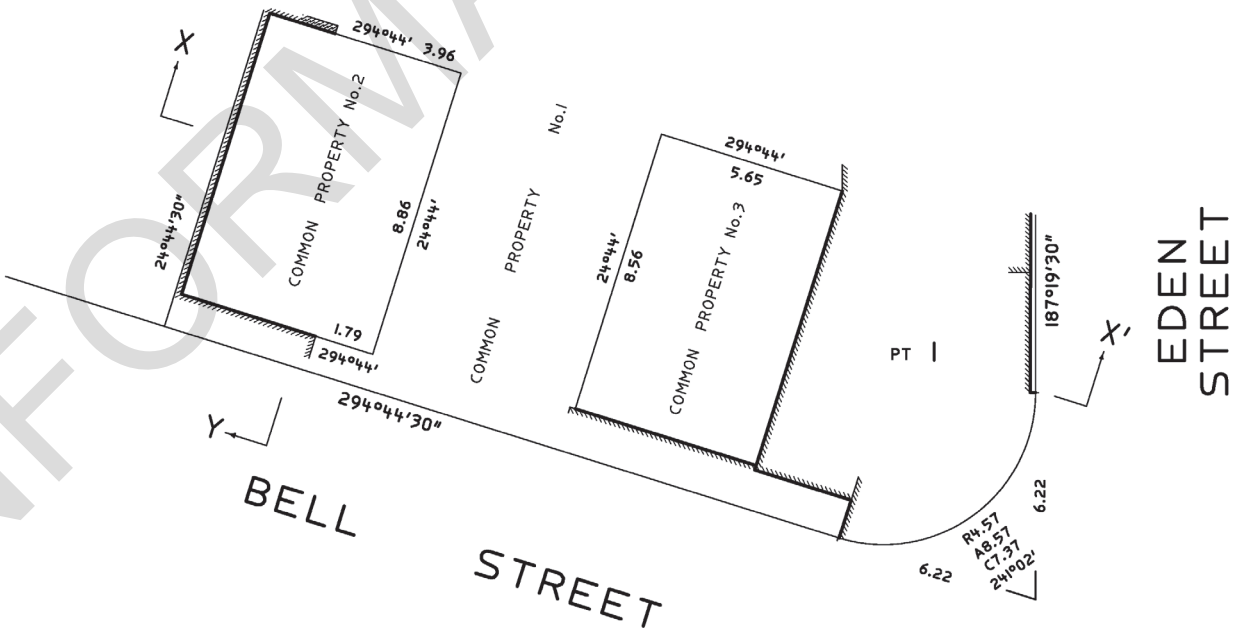
**PLAN OF SUBDIVISION**

**PS720338V**

**DIAGRAM 3**  
LOWER GROUND LEVEL



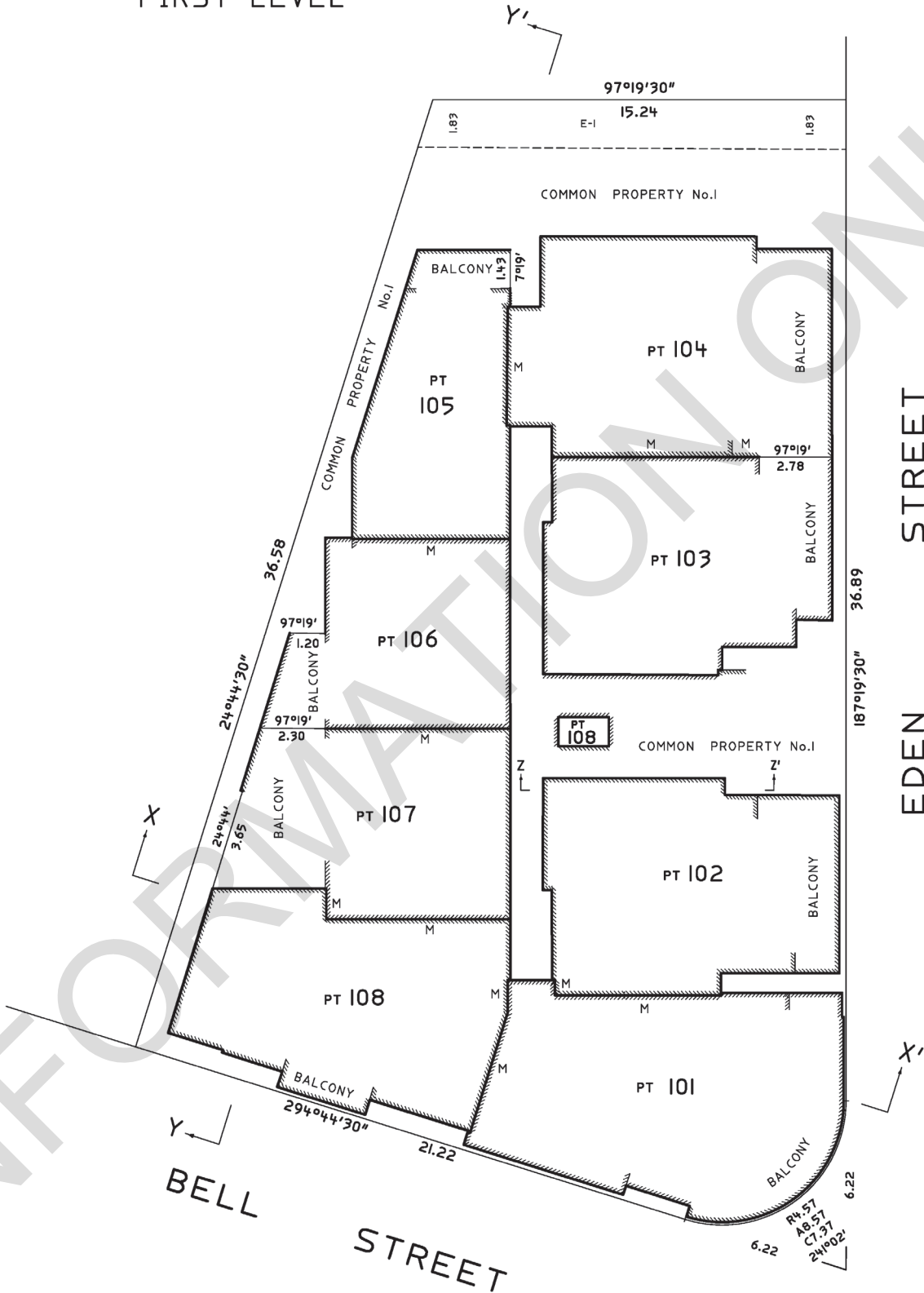
**DIAGRAM 4**  
UPPER GROUND LEVEL (PART)



**PLAN OF SUBDIVISION**

**PS720338V**

**DIAGRAM 5  
FIRST LEVEL**



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SCALE 1:150  
 1.5 0 1.5 3 4.5 6  
 LENGTHS ARE IN METRES

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 29/07/2016 Amended: 28/10/2016

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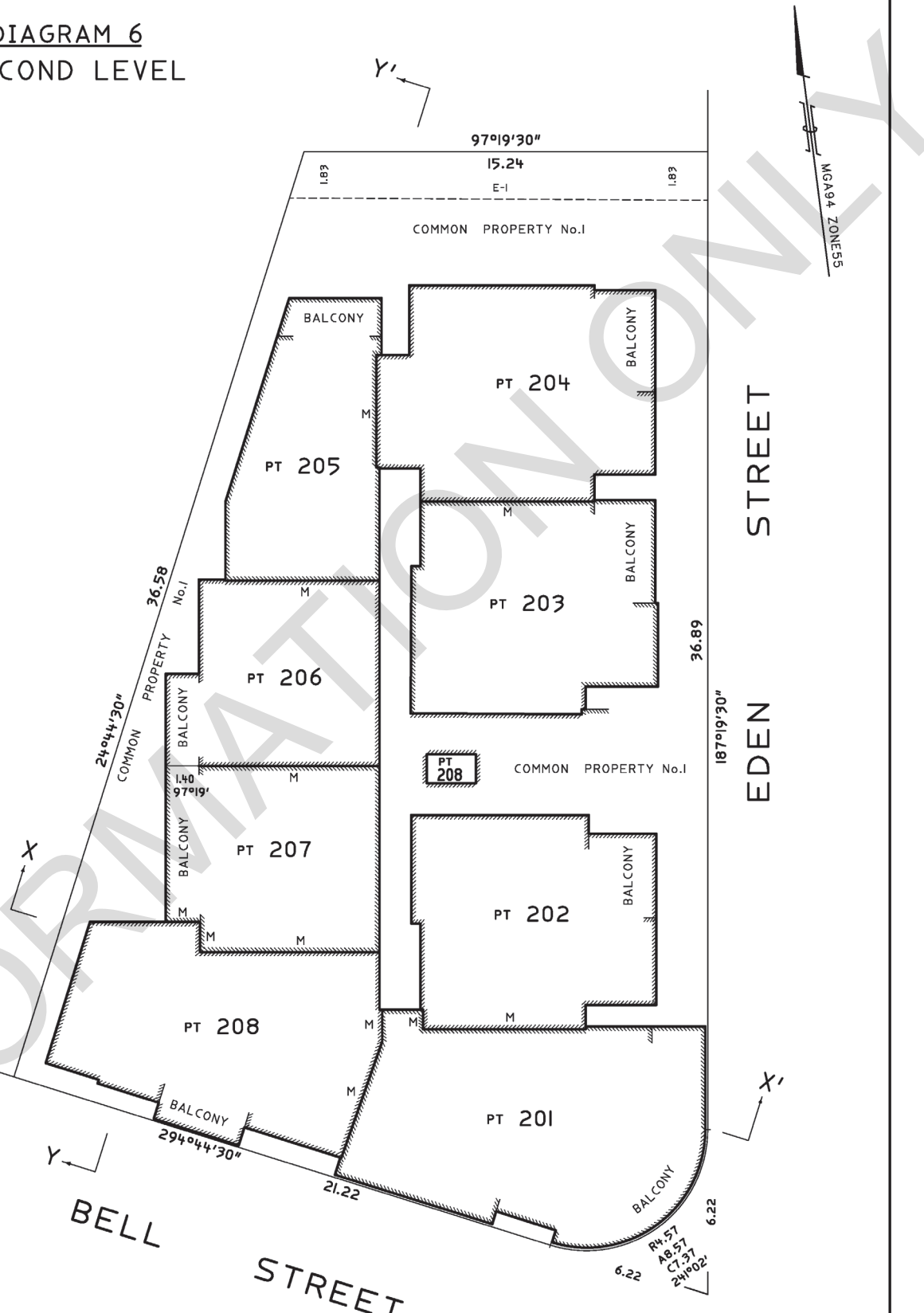
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PLAN OF SUBDIVISION

PS720338V

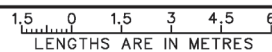
DIAGRAM 6  
SECOND LEVEL



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SHEET 5

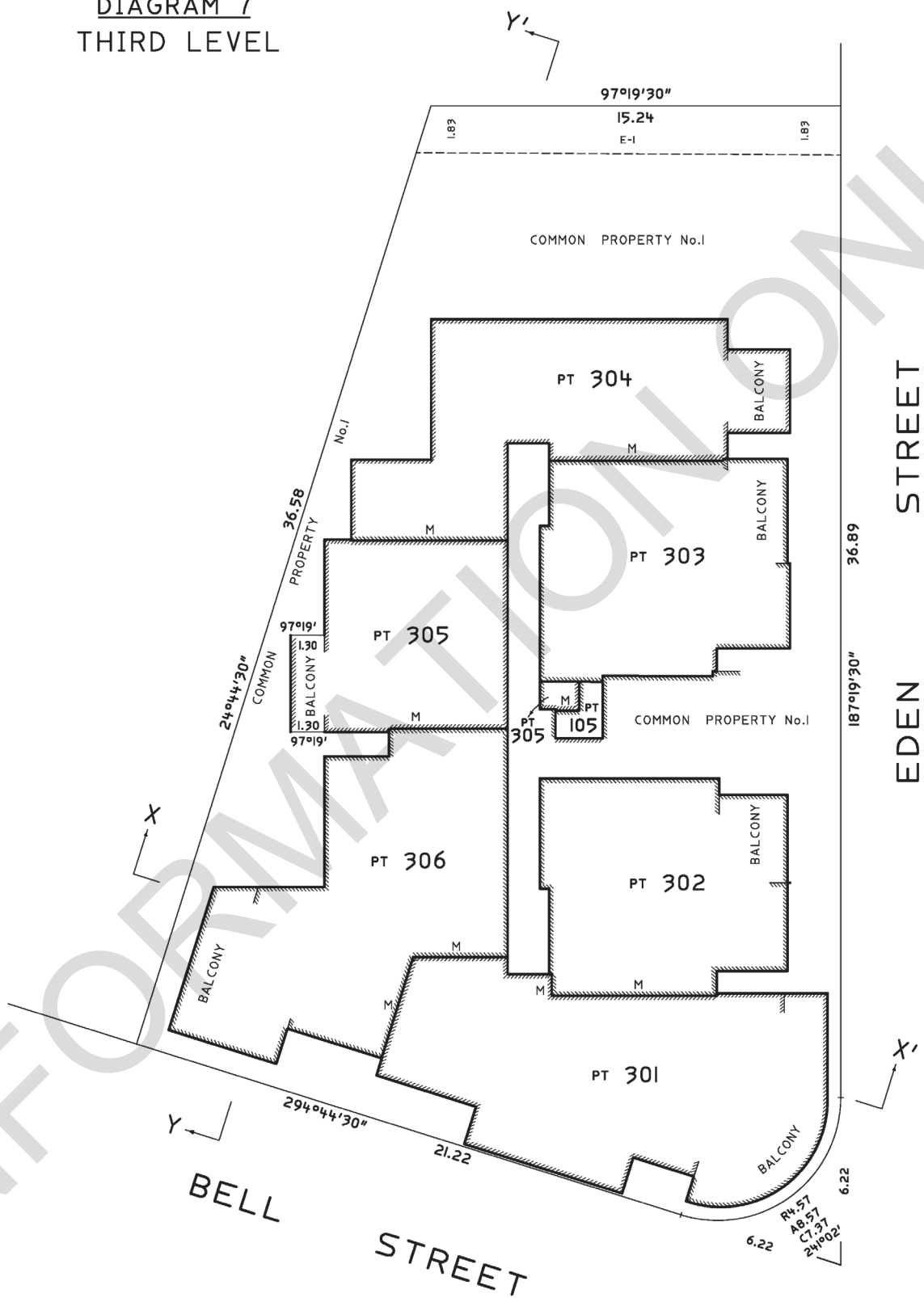
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Banyule City Council,  
04/08/2016,  
SPEAR Ref: S080943S

**PLAN OF SUBDIVISION**

**PS720338V**

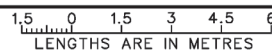
**DIAGRAM 7  
THIRD LEVEL**



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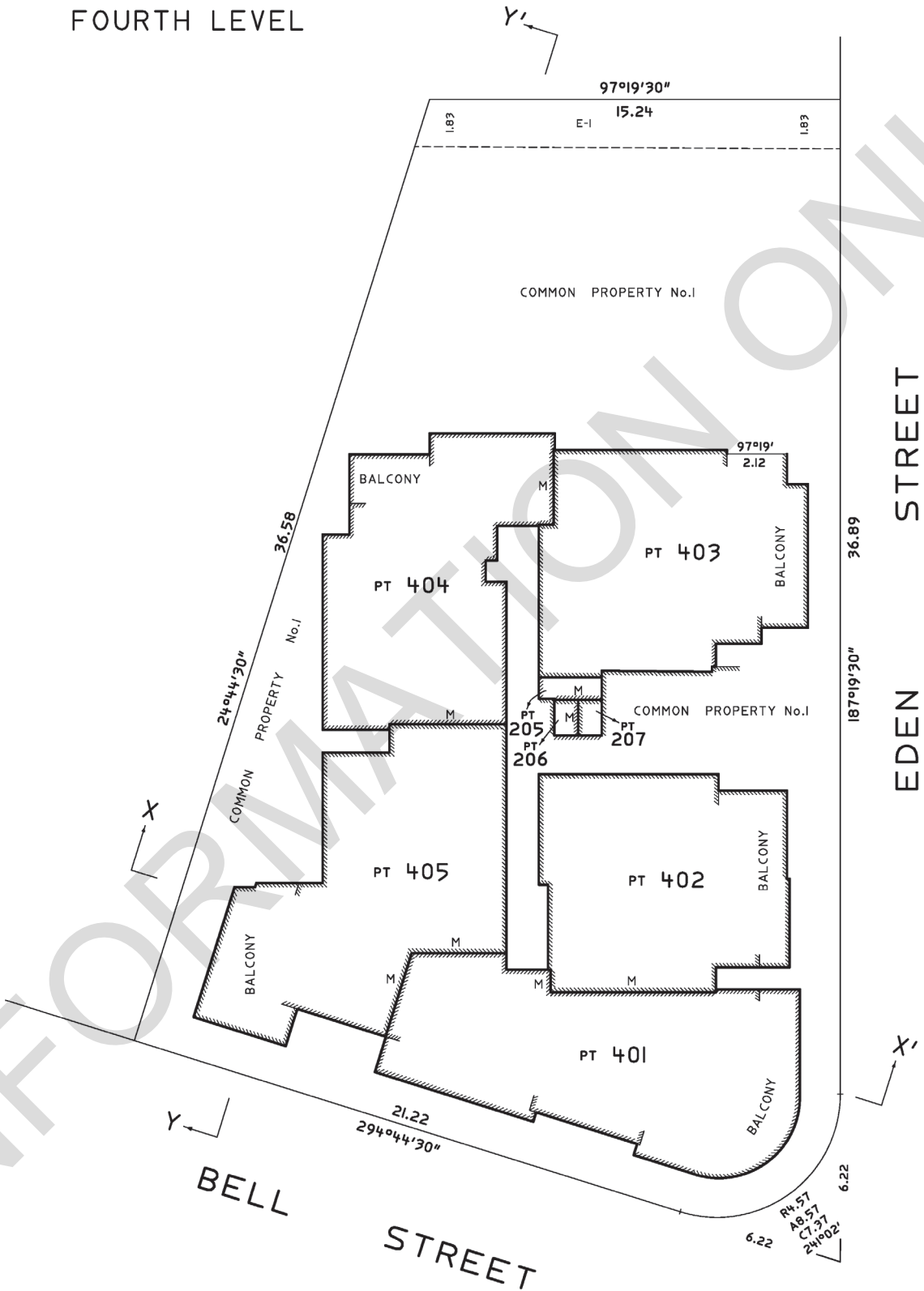
SHEET 6

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SPEAR Ref: S080943S

**PLAN OF SUBDIVISION**

**PS720338V**

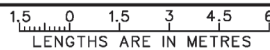
**DIAGRAM 8  
FOURTH LEVEL**



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SIZE: A3

REF: **15194**

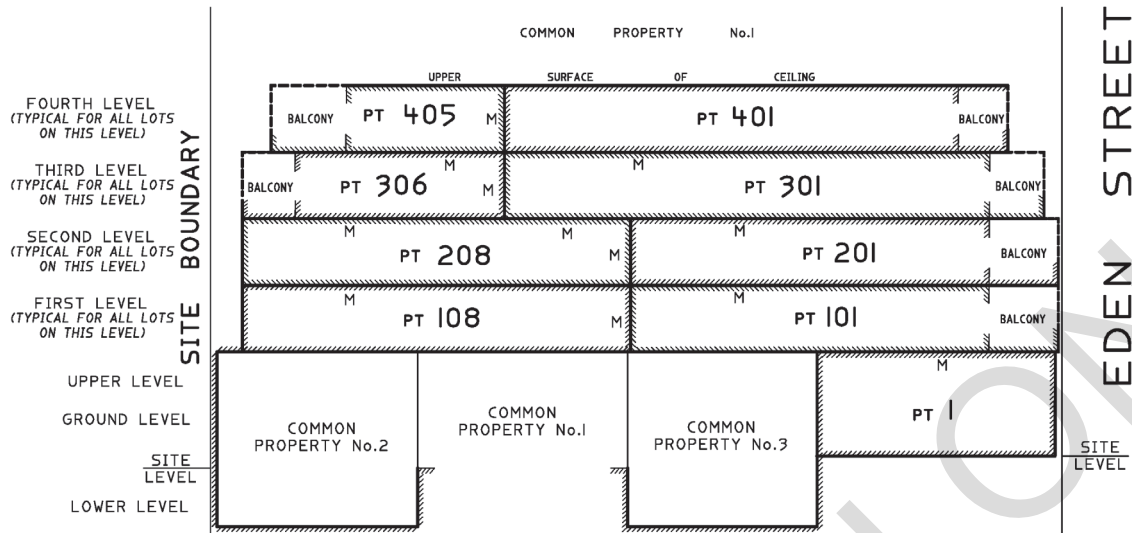
SHEET 7

Digitally signed by:  
Banyule City Council,  
04/08/2016,  
SPEAR Ref: S080943S

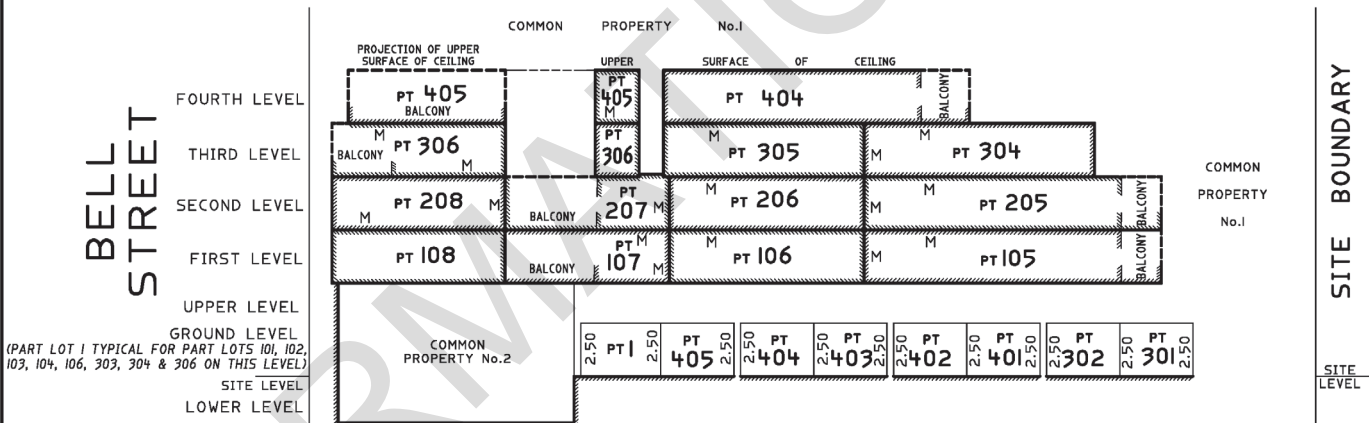
**DIAGRAM 9**  
**X-X' CROSS SECTION**  
 NOT TO SCALE

**PLAN OF SUBDIVISION**

**PS720338V**

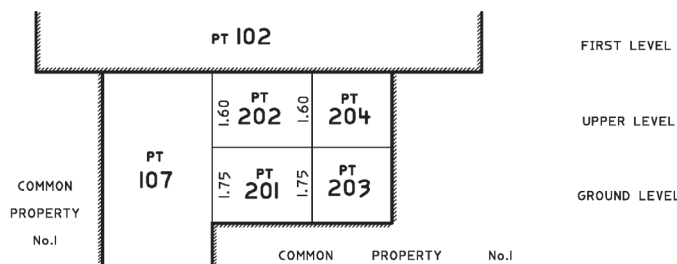


**DIAGRAM 10**  
**Y-Y' CROSS SECTION**  
 NOT TO SCALE



**DIAGRAM 11**  
**Z-Z' CROSS SECTION**

TYPICAL FOR PART OF LOTS 107, 201 & 203 MARKED THUS \* ON DIAGRAM 1 & PART OF LOTS 107, 202 & 204 IN DIAGRAM 2.  
 NOT TO SCALE



**VICLAND SURVEYING**

INC. KEARNEY & TYRRELL SURVEYING  
 53 Rose Street, Essendon 3040

T 9331 4288 E admin@vland.com.au  
 F 9331 4386 W www.vland.com.au

SCALE  
 NTS



ORIGINAL SHEET  
 SIZE: A3

REF: **15194**

SHEET 8

Digitally signed by: Raymond James Mawson (Vicland Surveying),  
 Surveyor's Plan Version (4),  
 29/07/2016 Amended: 28/10/2016

Digitally signed by:  
 Banyule City Council,  
 04/08/2016,  
 SPEAR Ref: S080943S

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 April 2024 02:23 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 301 PS720338**  
 Address: **1/1 EDEN STREET HEIDELBERG HEIGHTS 3081**  
 Standard Parcel Identifier (SPI): **301\PS720338**  
 Local Government Area (Council): **BANYULE**  
 Council Property Number: **688853**  
 Planning Scheme: **Banyule**  
 Directory Reference: **Melway 31 G3**

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

[Planning Scheme - Banyule](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **IVANHOE**

## OTHER

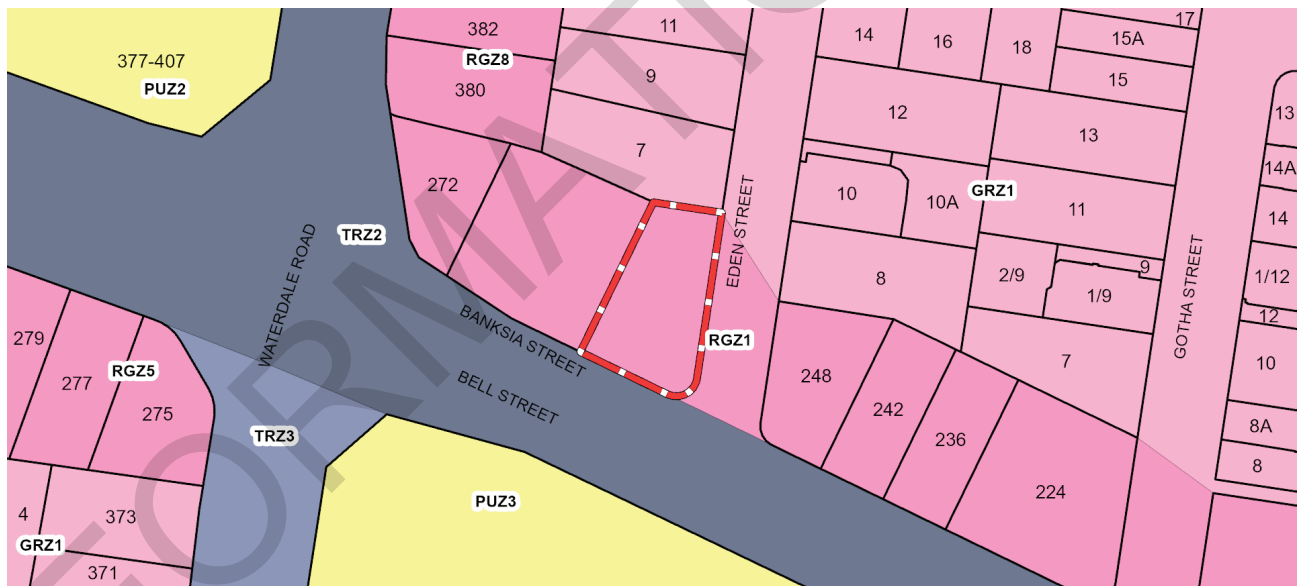
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



 GRZ - General Residential	 PUZ2 - Public Use-Education	 PUZ3 - Public Use-Health & Community
 RGZ - Residential Growth	 TRZ2 - Principal Road Network	 TRZ3 - Significant Municipal Road

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

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



**DCPO - Development Contributions Plan Overlay**

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)



**DDO - Design and Development Overlay**

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

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

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 5 (VPO5)



 **VPO - Vegetation Protection Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

PARKING OVERLAY (PO)

SPECIAL BUILDING OVERLAY (SBO)



 **ESO - Environmental Significance Overlay**

 **PO - Parking Overlay**

 **SBO - Special Building Overlay**

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

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

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 April 2024 02:22 PM

## PROPERTY DETAILS

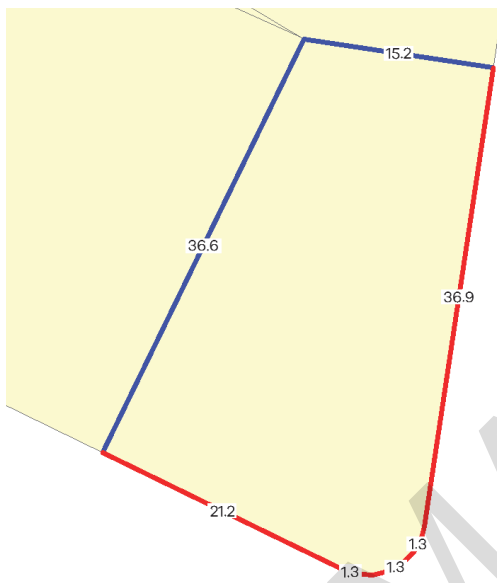
Lot and Plan Number: **Lot 301 PS720338**  
Address: **1/1 EDEN STREET HEIDELBERG HEIGHTS 3081**  
Standard Parcel Identifier (SPI): **301\PS720338**  
Local Government Area (Council): **BANYULE**  
Council Property Number: **688853**  
Directory Reference: **Melway 31 G3**

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

**Note:** There are 29 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 821 sq. m

**Perimeter:** 118 m

For this property:

— Site boundaries

— Road frontages

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

4 overlapping dimension labels are not being displayed

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **IVANHOE**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Parcel

INFORMATION



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 27/03/2024 11:03:27 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS720338V**

The land in PS720338V is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1, 101 - 108, 201 - 208, 301 - 306, 401 - 405.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

18-20 RUSSELL STREET MELBOURNE VIC 3000

OC032380G 28/10/2016

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC032383A 28/10/2016

### Additional Owners Corporation Information:

OC032380G 28/10/2016

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	130	130
Lot 101	153	153
Lot 102	142	142
Lot 103	144	144



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/03/2024 11:03:27 AM

OWNERS CORPORATION 1  
PLAN NO. PS720338V

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	146	146
Lot 105	100	100
Lot 106	100	100
Lot 107	104	104
Lot 108	147	147
Lot 201	154	154
Lot 202	142	142
Lot 203	142	142
Lot 204	142	142
Lot 205	102	102
Lot 206	102	102
Lot 207	102	102
Lot 208	149	149
Lot 301	163	163
Lot 302	144	144
Lot 303	144	144
Lot 304	154	154
Lot 305	104	104
Lot 306	158	158
Lot 401	151	151
Lot 402	142	142
Lot 403	144	144
Lot 404	149	149
Lot 405	160	160
<b>Total</b>	<b>3814.00</b>	<b>3814.00</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.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 27/03/2024 11:03:27 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS720338V**

The land in PS720338V is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 104, 106 - 108, 305.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

18/20 RUSSELL STREET MELBOURNE VIC 3000

OC032381E 28/10/2016

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC032381E 28/10/2016

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 106	100	100
Lot 107	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/03/2024 11:03:27 AM

OWNERS CORPORATION 2  
PLAN NO. PS720338V

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 108	100	100
Lot 305	100	100
<b>Total</b>	<b>800.00</b>	<b>800.00</b>

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Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 27/03/2024 11:03:27 AM

**OWNERS CORPORATION 3**  
**PLAN NO. PS720338V**

The land in PS720338V is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 201 - 208.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

18/20 RUSSELL STREET MELBOURNE VIC 3000

OC032382C 28/10/2016

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC032382C 28/10/2016

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/03/2024 11:03:27 AM

OWNERS CORPORATION 3  
PLAN NO. PS720338V

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	100	100
Lot 208	100	100
<b>Total</b>	<b>800.00</b>	<b>800.00</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)

05 April 2024

Dear Sir/Madam,

**RE: O.C. NO. 720338V – Lot 301 – Unit 301/1 EDEN STREET, (254 BELL STREET) HEIDELBERG HEIGHTS 3081**

**REF: 72300783-021-9**

We acknowledge receipt of your application dated 27 March 2024 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

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

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.

Yours faithfully,

*Rob Tainton*

Rob Tainton  
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 9830 4088  
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

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

**Owners Corporation Number 720338V at 254 Bell Street, HEIDELBERG HEIGHTS 3081**

**This notice is issued in respect of Lot No. 301 / Unit No. 301**

**Name of Vendor: Ainsley Kate Treadwell**

**Applicant for the certificate is: Advanced Conveyancing Pty Ltd c/o LANDATA**

**Date application was received: 27/03/2024**

**The information in this certificate is issued on: 5/04/2024**

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;

\$993.05 payable quarterly. The quarterly periods commence 1<sup>st</sup> January, April, July and October.

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

30/03/2024.

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

\$0.58 remains outstanding for the Admin Contribution Fee for the current period 01/04/2024 – 30/06/2024.



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 789127211099666

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

A once-off \$20,750.40 Cladding Removal Special Levy was struck on 18/10/2022 and payable by 01/02/2023. The Levy was based on Lot Liability. Lot 301 paid this Levy on 01/02/2023.

- (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 in attached Minutes: **14.1 Cladding Update:** The meeting was advised that the Cladding Replacement works would be finishing up on Monday 17th July with the final walk around taking place on Tuesday 18th July. The meeting was further advised that once the roof and lift have been repaired the Owners Corporation may look at options to freshen up the building. There has been no money allocated in the Budget for these proposed works.

See Resolution in Attached Minutes: **14.2 Roof Repairs and Lift Repairs:** The meeting was advised that the Roof Works Plumbing had the new roof access hatch delivered on Thursday 13th July and that the roof repairs should be completed in the next two weeks. The meeting was also advised that Advanced Plumbing had attended on Thursday 13th July to provide a quote to install a sump pump in the lift shaft, meaning that if any water was to get into the lift shaft again the pump would drain the water out and prevent the lift from getting damaged again. The meeting was further advised that once the roof works are completed and the sump pump installed the Owners Corporation would be in a position to get the lift repaired and reinstated. There has been no money allocated in the Budget for these proposed works.

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

(i) the name of the company;

Allianz Australia Insurance Limited

(ii) the number of the policy;

POL11047731

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

(v) the building amount;

\$11,095,000.00

(vi) the public liability amount;

\$20,000,000.00

(vii) the renewal date.

06/04/2025. (The current premium for the period 06/04/2024 – 06/04/2025 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 \$74,021.46 as at 5/04/2024

- (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 TBA.

- (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;

Alexon Pty Ltd	Australian Essential Services Group
Hamilton Elevators Pty Ltd	M2M One Pty Ltd
Origin Energy	Premier Waste
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 5/04/2024

- (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 & Registered Rules for OC1

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 5 April 2024

THE COMMON SEAL of OWNERS CORPORATION NO 720338V is no longer required at this property.

*Rob Tainton*

Rob Tainton  
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)

INFORMATION ONLY



# 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

Page 1 of 6

You are reminded that the policy mentioned below falls due for renewal on 6/04/2024. To ensure your continued protection, payment must be received by this date. The policy has been transferred to another Insurer as indicated. Please complete & return the application with your cheque.

## TAX INVOICE

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

Invoice Date: 18/03/2024

Invoice No: 80552

Our Reference: SP720338V

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

O.C.S.P 720338V  
C/- Ross Hunt Real Estate - TO  
Locked Bag 1  
SURREY HILLS VIC 3127

**Class of Policy:** Strata Title Insurance

**Insurer:** Allianz Australia Insurance Limited  
P O Box 9870, MELBOURNE 3001

ABN: 15 000 122 850

**The Insured:** O.C.S.P 720338V

## TRANSFER RENEWAL

**Policy No:** POL11047731

**Period of Cover:**

From 6/04/2024

to 6/04/2025 at 4:00 pm

**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
\$12,984.21	\$200.00	\$0.00	\$1,354.25	\$1,428.26	\$358.28

Commission earned on this invoice \$2,856.52

**TOTAL**  
(Excluding Credit Card fee) **\$16,325.00**

Credit Card fee (inc GST) is \$146.93



Acct Name: BJS Body Corporate Insurance Brokers Pty  
BSB: 083419 Account: 548492610  
Reference: SP720338V 80552

Our Reference: SP720338V

Invoice No: 80552

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: 044745X

Invoice Ref: 80552

**AMOUNT DUE \$16,325.00**

## 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

**Class of Policy:** Strata Title Insurance  
**The Insured:** O.C.S.P 720338V

**Policy No:** POL11047731  
**Invoice No:** 80552  
**Our Ref:** SP720338V

This policy has been placed through

Strata Community Insurance  
ABN 72 165 914 009  
PO Box 13132 Law Courts VIC 8010

Strata Community Insurance is an underwriting agency who has placed the policy with

Allianz Australia Insurance Limited  
ABN 15 000 122 850  
P O Box 9870, MELBOURNE 3001

**Class of Risk:** SCI Residential Strata

**PDS & Policy Wording:** Strata Product Disclosure Statement and Policy Wording (SCI034-Policy-RS-PPW-02/2021)  
Supplementary Product Disclosure Statement (SCIA-036-SPDS-RSC-10/2021)

**The Insured:** Owners Corporation Plan No. PS 720338V

**Situation:** 254 Bell Street, Heidelberg Heights, VIC, 3081

**Period of Insurance:** Commencement Date: 4.00pm on 06/04/2024  
Expiry Date: 4.00pm on 06/04/2025

### Policy Limits / Sum Insured

#### Section 1: PART A

1. Building	\$11,095,00
Common Area Contents	\$110,950
2. Terrorism Cover under Section 1 Part A2	Applies

#### PART B

Loss of Rent / Temporary Accommodation	\$1,664,250
--	-------------

#### Optional Covers

1. Flood	Included
2. Floating Floors	Included

**Section 2:** Liability \$20,000,000

**Section 3:** Voluntary Workers Included

**Section 5:** Fidelity Guarantee \$100,000

**Section 6:** Office Bearers Liability \$1,000,000

**Section 7:** Machinery Breakdown \$25,000

## Schedule of Insurance

Page 4 of 6

**Class of Policy:** Strata Title Insurance  
**The Insured:** O.C.S.P 720338V

**Policy No:** POL11047731  
**Invoice No:** 80552  
**Our Ref:** SP720338V

<b>Section 8:</b>	Catastrophe	Not Included
<b>Section 9:</b>	PART A – Government Audit Costs – Professional Fees	\$25,000
	PART B – Appeal Expenses	\$100,000
	PART C – Legal Defence Expenses	\$50,000
<b>Section 10:</b>	Lot Owners' Fixtures and Improvements	\$300,000
<b>Section 11:</b>	Loss of Lot Market Value	Not Included

### Excesses

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy Wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

<b>Section 1:</b>	Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater	\$2,500
	Insured Property	\$1,000
<b>Section 7:</b>	Machinery Breakdown	\$2,500
<b>Section 9:</b>	Legal Defence Expenses and 10% Contribution	\$1,000

### ENDORSEMENTS

Your policy includes the following endorsements that are changes to your cover and should be read together with your PDS and Policy Wording. In all other respects the Policy remains unaltered and is subject to the terms, conditions and exclusions contained therein.

END0110 - Flood Limit Optional Cover '1. Flood in Section 1 - Insured Property' is deleted and replaced by the following:

1. Flood For any claim arising from Flood, We will pay up to \$10,000,000 in the aggregate in respect of any Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s).

### Important Information

This quote has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy wording (PDS and Policy) and this quote to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website [www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au).

This is also where You can locate Your workers compensation documentation (if applicable): <http://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy.

### Conditions of this Quotation

This quote is based on the information provided by You in Your quote request. We reserve the right to amend or withdraw this quote if the information provided is incomplete or inaccurate or if, prior to the start date of the policy, there is a material change in risk. This quote is also based on the following conditions. Please contact us if

**Class of Policy:** Strata Title Insurance  
**The Insured:** O.C.S.P 720338V

**Policy No:** POL11047731  
**Invoice No:** 80552  
**Our Ref:** SP720338V

any of these are incorrect as it may affect Your quote and the terms and conditions on which We will provide cover.

- (1) You have not had any previous insurance policy declined or cancelled, renewal refused, or had special terms or conditions applied to any insurance policy.
- (2) You have provided us with Your claims history as part of Your quote request and no further claims, or circumstances that may give rise to further claims occurring, have arisen to Your knowledge that You have not yet notified to Us.
- (3) No changes to the description of the occupancies have occurred since Your quote request.

### **Your Duty To Take Reasonable Care Not To Make A Misrepresentation**

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty,** We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit [stratacommunityinsure.com.au](http://stratacommunityinsure.com.au).

### **Cooling Off Period**

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

### **Claims Made Notice**

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of

any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section,

## Schedule of Insurance

Page 6 of 6

**Class of Policy:** Strata Title Insurance  
**The Insured:** O.C.S.P 720338V

**Policy No:** POL11047731  
**Invoice No:** 80552  
**Our Ref:** SP720338V

subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

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

### FURTHER INFORMATION ABOUT OUR ADVICE

#### **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 THE INTERIM ANNUAL GENERAL MEETING

### Owners Corporation Strata Plan No. 720338V

**254 Bell Street, HEIDELBERG HEIGHTS VIC 3081**

**HELD ON:** Thursday, 13 July 2023 AT 06:00 PM

**LOCATION:** Zoom 11 - Meeting ID: 849 085 9989

**In Attendance:** Trent O'Reilly representing Ross-Hunt Real Estate

**Meeting Chaired by:** Trent O'Reilly

**Attendees:**

Lot #	Unit #	Attendance	Owner Name/Representative
403	403	Yes	Roger Beu
206	206	Yes	Elisa Borreca
107	107	Yes	Alana Lo
103	103	Yes	Shang Yar Loi
205	205	Yes	Craig Mayo
306	306	Yes	Lorenzo Mingerulli
202	202	Yes	Aaron Smith

**1 MINUTES**

Resolved that the minutes of the last Annual General Meeting held on 25/05/2022 were accepted as presented.

**2 FINANCIAL REPORT**

Resolved that the income and expenditure statement for the financial year ending 30/11/2022 was accepted as presented.

**3 MANAGERS REPORT**

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million. Policy No: BXLC-DPI-2018-000998 with Brooklyn (Certain Underwriters).

**4 COMMITTEE**

Resolved that the following members were elected to the Committee:  
 Aaron Smith (202), Craig Mayo (205), Roger Beau (403), Elisa Borreca (206).

The Committee elected Aaron Smith (202) as the Chairperson.

**5 INSURANCE**

Resolved that the Building Cover is to remain at \$11,095,000.00. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy No.HU0027311  
 CHU Underwriting Agencies Pty Ltd  
 Type : Strata  
 Broker : BJS Body Corporate Insurance Brokers P/L

**Premium : \$21,550.00      Paid on : 5/04/2023      Start : 6/04/2023      Next due : 6/04/2024**

Cover	Sum Insured	Excess
Building	\$11,095,000.00	\$2,000.00
Public Liability	\$30,000,000.00	\$2,000.00
Included Floating Floorboards Cover		\$2,000.00
Water Damage/Burst Pipes		\$2,500.00

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.

**6 VALUATION**

Resolved that Ross-Hunt Real Estate is not to obtain a valuation. The matter will be discussed at the next AGM. Your last valuation was completed on 11/04/2019.

**7 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.

**8 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.

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.

**9 ELECTRONIC SERVICE OF DOCUMENTS**

Resolved that a document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

**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 the Owners Corporation did 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 CARETAKER**

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

**14 GENERAL BUSINESS:**

**14.1 Cladding Update:** The meeting was advised that the Cladding Replacement works would be finishing up on Monday 17th July with the final walk around taking place on Tuesday 18th July. The meeting was further advised that once the roof and lift have been repaired the owners Corporation may look at options to freshen up the building. There has been no money allocated in the Budget for these proposed works.

**14.2 Roof Repairs and Lift Repairs:** The meeting was advised that the Roof Works Plumbing had the new roof access hatch delivered on Thursday 13th July and that the roof repairs should be completed in the next two weeks. The meeting was also advised that Advanced Plumbing had attended on Thursday 13th July to provide a quote to install a sump pump in the lift shaft, meaning that if any water was to get into the lift shaft again the pump would drain the water out and prevent the lift from getting damaged again. The meeting was further advised that once the roof works are completed and the sump pump installed the Owners Corporation would be in a position to get the lift repaired and reinstated. There has been no money allocated in the Budget for these proposed works.

**15 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 which are payable in advance on 1/01/2023, 1/01/2024, 1/04/2024, 1/07/2024 for each 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.

**16 ATO REQUIREMENTS**

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

**17 BUDGET**

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

**18 CONTRIBUTIONS**

Resolved that the total Annual Contributions as per budget to be increased to \$100,864.50 including GST and to be payable on a Quarterly basis in advance commencing 1/10/2023, 1/01/2024, 1/04/2024, 1/07/2024 in accordance with unit liability.

**19 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 Aaron Smith and Roger Beau to sign, the contract appointing Ross-Hunt Real Estate for a period of 12 months.

**20 NEXT MEETING**

Resolved the next Annual General Meeting is to be held Online on **Thursday, 29 February 2024** commencing at 06:00 PM.

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

**21 CLOSURE**

Resolved there being no further business, the meeting closed at 6.27 PM.

INFORMATION ONLY

Part 4 - Meetings and Decisions of Owners Corporation

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 owners 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.

Merge Text

## **IMPORTANT ADVICE TO OWNERS**

### **(ADDENDUM TO MINUTES OF THE ANNUAL GENERAL MEETING)**

#### **1. After Hours Owners Corporation Emergency Assistance:**

Assistance for after-hours emergencies can be reached on our main office number (03) 9830 4044. Owners are to accept responsibility for charge(s) if emergency is a unit owner responsibility and not that of the Owners Corporation.

**Note: This number is for assistance in emergencies only.**

#### **2. Insurance:**

All owners should take note that their **Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability cover within the units is also excluded.**

Owners are requested to direct all enquiries regarding claims on the Owners Corporation Insurance policy to their Owners Corporation Manager. Note a Police Report must be obtained by a member of the Owners Corporation for all insurance claims due to burglary or malicious damage.

All residents are reminded that they should have adequate contents insurance and/or Landlords Fixtures and Fittings Insurance which should include Public Liability cover.

Members are also advised that should they require Residential Landlords Fixtures and Fittings insurance they can contact B.J.S. Body Corporate Insurance Brokers Pty Ltd on Toll Free Number 1800 003 077 for assistance.

#### **Insurance Claims**

Ross-Hunt Real Estate will lodge claims on your behalf. Ross-Hunt is unable to influence the outcome or performance of contractors appointed by the insurer.

#### **3. Ownership or address changes:**

Owners are advised that all changes of ownership, name or address must be given to Ross-Hunt Real Estate in writing, and the address must be a property address and not a post office box. Contact details can be updated by reply email or by using the online form at

<https://www.rosshuntownerscorporation.com.au/update-details>

or simply fill in the attached form and post back to us. Please remember to include the owners corporation property's address as a reference.

#### **4. Safety:**

The members of the Owners Corporation are requested to ensure that they advise the Manager Agent in writing immediately of any safety and or danger concerns of whatever nature in relation to the building or the common property.

## Approved Budget to apply from 01/12/2022

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

### Administrative Fund

	<b>Approved budget</b>
<b>Revenue</b>	
Contributions Due--Admin	91,695.00
<i>Total revenue</i>	91,695.00
<b>Less expenses</b>	
Admin--Accounting	600.00
Admin--Administration Fee	2,670.00
Admin--Management Fees	7,110.00
Insurance--Premiums	19,765.00
Maint Bldg--Car Stacker	7,200.00
Maint Bldg--Caretaking	12,000.00
Maint Bldg--Electrical	900.00
Maint Bldg--Essential Services & Fire	8,000.00
Maint Bldg--Garage Doors	900.00
Maint Bldg--General Repairs	2,800.00
Maint Bldg--Lift--Maintenance Contract	4,800.00
Maint Bldg--Lift--Servicing/Repair	4,500.00
Maint Bldg--Lift--Telephone-- NBN Tech	210.00
Maint Bldg--Plumbing & Drainage	900.00
Maint Bldg--Plumbing--Backflow Prevention Services	340.00
Maint Bldg--Plumbing--Drains & Sewers	930.00
Maint Grounds--Tree Lopping/Removal	1,200.00
Utility--Electricity / Public Lighting	4,000.00
Utility--Rubbish Removal	8,640.00
Utility--Water & Sewerage	4,230.00
<i>Total expenses</i>	91,695.00
<b>Surplus/Deficit</b>	0.00
Opening balance	829.89
<b>Closing balance</b>	\$829.89
Budgeted standard levy revenue	91,695.00
Add GST	9,169.50
Amount to raise in levies including GST	\$100,864.50

## Approved Budget to apply from 01/12/2022

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

### Owners Corporation #1

#### Administrative Fund

**Approved  
budget**

#### Revenue

Contributions Due--Admin	84,495.00
<i>Total revenue</i>	84,495.00

#### Less expenses

Admin--Accounting	600.00
Admin--Administration Fee	2,670.00
Admin--Management Fees	7,110.00
Insurance--Premiums	19,765.00
Maint Bldg--Caretaking	12,000.00
Maint Bldg--Electrical	900.00
Maint Bldg--Essential Services & Fire	8,000.00
Maint Bldg--Garage Doors	900.00
Maint Bldg--General Repairs	2,800.00
Maint Bldg--Lift--Maintenance Contract	4,800.00
Maint Bldg--Lift--Servicing/Repair	4,500.00
Maint Bldg--Lift--Telephone-- NBN Tech	210.00
Maint Bldg--Plumbing & Drainage	900.00
Maint Bldg--Plumbing--Backflow Prevention Services	340.00
Maint Bldg--Plumbing--Drains & Sewers	930.00
Maint Grounds--Tree Lopping/Removal	1,200.00
Utility--Electricity / Public Lighting	4,000.00
Utility--Rubbish Removal	8,640.00
Utility--Water & Sewerage	4,230.00
<i>Total expenses</i>	84,495.00

#### Surplus/Deficit

Opening balance	(2,161.94)
-----------------	------------

#### Closing balance

-\$2,161.94

Total units of entitlement	3814
Levy contribution per unit entitlement	\$24.37

Budgeted standard levy revenue	84,495.00
Add GST	8,449.50
Amount to raise in levies including GST	\$92,944.50

**Owners Corporation #2**

**Administrative Fund**

**Approved  
budget**

**Revenue**

Contributions Due--Admin	3,600.00
<i>Total revenue</i>	<u>3,600.00</u>

**Less expenses**

Maint Bldg--Car Stacker	3,600.00
<i>Total expenses</i>	<u>3,600.00</u>

**Surplus/Deficit**

Opening balance	1,362.53
-----------------	----------

**Closing balance**

\$1,362.53

Total units of entitlement	800
Levy contribution per unit entitlement	\$4.95

Budgeted standard levy revenue	3,600.00
Add GST	360.00
Amount to raise in levies including GST	<u>\$3,960.00</u>

INFORMATION ONLY

**Owners Corporation #3**

**Administrative Fund**

**Approved  
budget**

**Revenue**

Contributions Due--Admin	3,600.00
<i>Total revenue</i>	<u>3,600.00</u>

**Less expenses**

Maint Bldg--Car Stacker	3,600.00
<i>Total expenses</i>	<u>3,600.00</u>

**Surplus/Deficit**

Opening balance	1,629.30
-----------------	----------

**Closing balance**

\$1,629.30

Total units of entitlement	800
Levy contribution per unit entitlement	\$4.95

Budgeted standard levy revenue	3,600.00
Add GST	360.00
Amount to raise in levies including GST	<u>\$3,960.00</u>

INFORMATION ONLY

## Income & Expenditure Statement for the financial year to 30/11/2022

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

### Administrative Fund

#### Current period

01/12/2021-30/11/2022

**Revenue**

Contributions Due--Admin	84,201.80
Insurance Claims	6,745.00
Interest on Arrears--Admin	419.36
<i>Total revenue</i>	91,366.16

**Less expenses**

Admin--Accounting	630.00
Admin--Administration Fee	990.00
Admin--Interest Refund	319.58
Admin--Management Fees	6,615.00
Insurance--Premiums	17,931.37
Maint Bldg--Car Stacker	6,515.00
Maint Bldg--Caretaking	12,000.00
Maint Bldg--Cleaning--Carpets	351.20
Maint Bldg--Doors & Windows	560.00
Maint Bldg--Essential Services & Fire	5,832.36
Maint Bldg--Fire Protection--Fire Brigade	578.00
Maint Bldg--Insurance Repairs	2,790.00
Maint Bldg--Lift--Maintenance Contract	5,874.02
Maint Bldg--Lift--Telephone-- NBN Tech	164.00
Maint Bldg--Plumbing & Drainage	6,423.00
Maint Bldg--Plumbing--Backflow Prevention Services	313.00
Maint Bldg--Tiling--Floor & Walls	1,454.55
Maint Grounds--Gates	818.18
Utility--Electricity / Public Lighting	4,190.24
Utility--Rubbish Removal	8,464.40
Utility--Water & Sewerage	3,385.68
<i>Total expenses</i>	86,199.58

**Surplus/Deficit**

	5,166.58
Opening balance	(4,336.69)

**Closing balance**

	\$829.89
--	----------

**Maintenance Fund**

**Current period**

01/12/2021-30/11/2022

<b>Surplus/Deficit</b>	<u>0.00</u>
Opening balance	0.00
<b>Closing balance</b>	<u><u><b>\$0.00</b></u></u>

INFORMATION ONLY

## Balance Sheet

### As at 30/11/2022

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

	Current period
<b>Owners' funds</b>	
Operating Surplus/Deficit--Admin	5,166.58
Owners Equity--Admin	(4,336.69)
	829.89
Operating Surplus/Deficit--Sinking	0.00
	0.00
<b>Net owners' funds</b>	<b>\$829.89</b>
<b>Represented by:</b>	
<b>Assets</b>	
Cash at Bank	109,636.86
Receivable--Levies	6,513.19
Receivable--Other--Admin	1,713.32
Receivable--Owners	502.00
<b>Total assets</b>	<b>118,365.37</b>
<b>Less liabilities</b>	
Creditor--GST	248.18
Creditors--Other	22,447.04
Loans Unsecured--Admin	5,500.00
Prepaid Levies	5,679.92
Prepaid Levies (Special)	66,976.09
Prepaid Levies--Unallocated	16,684.25
<b>Total liabilities</b>	<b>117,535.48</b>
<b>Net assets</b>	<b>\$829.89</b>

# **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 a fire 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*.

# Owners Corporation Notification of Making Rules

OC032383A

27/09/2016 \$46.30 OCR



Section 27E(1) Subdivision Act 1988  
(when lodged with Plan)

Lodged by

Name: SBA Law

Phone: 01 9617 7000

Address: 13/607 Bourke Street, Melbourne Vic 3000

Reference: JAH: VS: 130250

Customer Code: 1539s

Applicant: *(full name and address including postcode)*

Bestobell Development Pty Ltd of 46-50 Keon Park Drive, Thomastown Vic 3074

Plan No.: PS720338V

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 27/9/2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Victoria Jane Sivinski  
Level 13, 607 Bourke St, Melbourne  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

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## OC5

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

**OC032383A**

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# Rules of Owners Corporation 1

## Plan PS 720338V

### Introduction

These rules are binding on:

- the Owners Corporation;
- the owners of lots affected by the Owners Corporation; and
- the tenants or other occupiers of lots affected by the Owners Corporation.

These rules are effective when registered by the Registrar of Titles and until replaced by an alternate set of rules registered by the Registrar of Titles.

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# Rules of Owners Corporation 1 Plan No. PS 720338V

## 1. General

### Definitions

1.1 In these rules:

- (a) **"Act"** means the Owners Corporation Act 2006.
- (b) **"Australian Institute"** means the Australian Property Institute (Inc) Victorian Division.
- (c) **"Building"** means the building or buildings constructed and/or being constructed on the Land and any part of the Land, and includes any fit-out in those buildings.
- (d) **"Common Property"** means the common property on the Plan that is affected by the Owners Corporation and includes all plant and equipment and all personal property owned by the Owners Corporation.
- (e) **"Expert"** means a person appointed under the Expert Determination Rules to resolve a dispute between the parties.
- (f) **"Expert Determination Rules"** means the rules for the Expert Determination of Commercial Disputes issued by the Institute of Arbitrators & Mediators, Australia as at 22 November 2001.
- (g) **"General Approval"** means an approval given by the Owners Corporation in writing pursuant to Rule 12.
- (h) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (i) **"In respect of"** must be construed so as to have the widest possible import whether or not any direct relationship or connection exists and, without limitation, the expression includes the words or expressions "arising or to arise out of", "flowing or to flow from", "in connection with", "related to", "concerning", "about", "on", "as a result of", "touching or concerning" and any similar expressions connoting any direct or indirect linkage or nexus.
- (j) **"Land"** means the whole of the land described in the Plan that is affected by the Owners Corporation and every part of that land.
- (k) **"Lot"** means a lot created by the Plan and which lot is affected by the Owners Corporation.
- (l) **"Manager"** means the person for the time being appointed by or on behalf of the Owners Corporation as the manager of the Owners Corporation.
- (m) **"Occupier"** means a person who occupies any part of the Land.
- (n) **"Owner"** means the legal or beneficial owner of any part of the Land and includes a member of the Owners Corporation.
- (o) **"Owners Corporation"** means Owners Corporation 1 created by the Plan.
- (p) **"Plan"** means Plan of Subdivision N<sup>o</sup> 1 PS 706402U..

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## Rules of Owners Corporation 1 Plan No. PS 720338V

- (q) **"Regulations"** means the Owners Corporation Regulations 2007.
- (r) **"Security Device"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property.
- (s) **"Vehicle"** includes a vehicle of any type and a motor cycle.
- (t) **"Works Approval"** means an approval or consent given by the Owners Corporation in writing pursuant to Rule 13.

### 1.2 Interpretation

In these rules unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include all other genders and vice versa;
- (c) expressions importing a natural person include a corporation and vice versa;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) headings used in these rules are for ease of reference only and do not affect the meaning or interpretation of any rule;
- (f) *includes, including* and similar expressions are not intended to operate as words of limitation or imply any limitation;
- (g) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (h) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (i) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (j) these rules will so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect, but if any rule on its true interpretation is illegal, invalid or unenforceable, that provision will so far as possible be read down to such extent as may be necessary to make sure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such Rule or part of it cannot be so read down that provision or part will be deemed to be void and severable and the remaining rules will not in any way be affected or impaired;
- (k) if there is any inconsistency or conflict between these rules and a contract appointing the Manager, the contract of appointment takes precedence;

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## Rules of Owners Corporation 1 Plan No. PS 720338V

- (l) no rule of construction applies to the disadvantage of a party because that party voted in favour of or was responsible for the preparation of these rules;
- (m) a waiver by the Owners Corporation or the Manager of any rule or any rights arising under these rules is not effective unless that waiver is in writing and is signed by the party granting the waiver;
- (n) a reference to Owners Corporation includes any elected committee of the Owners Corporation; and
- (o) a reference to a thing includes part of that thing and vice versa.

### 2. Who is Bound by these Rules

- 2.1 The Owners Corporation, Owners and Occupiers must comply with these rules.
- 2.2 An Owner must make sure that an Occupier of its Lot complies with these rules.
- 2.3 Owners must give a copy of these rules to all Occupiers of their Lots and must make it a term of any written agreement governing that occupation that the Occupiers must comply with these rules.
- 2.4 Owners and Occupiers must make sure that their invitees and agents comply with these rules and if those invitees do not do so, the Owners and Occupiers must take all reasonable steps to make sure that those invitees leave the Land.

### 3. Common Property

#### 3.1 Use of Common Property

An Owner and an Occupier must not without first obtaining a General Approval:

- (a) obstruct the lawful use and enjoyment of the Common Property of any other person entitled to use the Common Property;
- (b) use for his, her or its own purposes any portion of the Common Property;
- (c) use any part of the Common Property for a purpose other than the purpose for which it has been provided for or for which it is properly available or which purpose is designated by the Owners Corporation;
- (d) obstruct any light or other means of illumination of the Common Property;
- (e) leave any item of property (including, without limitation, pallets) on the Common Property;
- (f) enter any part of the Common Property which the Owners Corporation has designated under Rule 3.4 the Owner or Occupier is restricted from entering;
- (g) hold or cause to be held any auction sale on any part of the Common Property;
- (h) play ball games or similar on any part of the Common Property or, allow a child under 12 years old, unless accompanied by an adult, to remain on any part of the Common Property comprising a car parking area or other area of possible danger or hazard to children;

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## Rules of Owners Corporation 1 Plan No. PS 720338V

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- (i) use on the Common Property any skateboards, roller skates, roller blades or similar;
- (j) dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property;
- (k) consume alcohol on or use glassware or crockery on the Common Property;
- (l) operate any barbeque or similar cooking appliance on the Common Property other than in an area specifically designated for that purpose;
- (m) remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must only use those articles for their intended use;
- (n) leave a bicycle on the Common Property other than in a space designated from time to time by the Owners Corporation for that purpose. A bicycle left on Common Property will be left here at the risk of the Owner or Occupier; or
- (o) use any part of the Common Property in respect of which exclusive use and enjoyment rights have been given or granted by the Owners Corporation to a third party.
- (p) When moving into the property, the owner or occupier must follow the move in guidelines set by the Owners Corporation;

### 3.2 Carry out Works or Modifications:

An Owner and an Occupier must not without first obtaining a Works Approval:

- (a) interfere with, alter or modify any Common Property or any of the common services in the Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or the Building or other Lots; or
- (b) mark, paint or otherwise damage, deface or alter the Common Property.

### 3.3 Notification of Defects and Accidents

An Owner and an Occupier must promptly notify the Owners Corporation in writing of:

- (a) any accident on the Common Property; and
  - (b) any damage to, or defect in, the Common Property or the Building,
- which comes to their attention.

### 3.4 Restricted Use of Common Property

In the interests of the security and safety of the Common Property and the Lots and in the interests of the safety of any person from fire or other hazards, the Owners Corporation may take any measures it regards as appropriate including:

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- (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis, or otherwise restrict the access, or use by, Owners and Occupiers or any other person of any part of the Common Property;
- (b) permit, to the exclusion of Owners and Occupiers or any other person, any designated part of the Common Property to be used by any security person as a means of monitoring the security and general safety of the Common Property or of Lots or both, either solely or in conjunction with other lots; and
- (c) restrict, by means of key or other Security Device, the access of Owners, Occupiers and any other person on one level of the Building or part of the Land to any other level of the Building or part of the Land.

### 3.5 Security Devices

- (a) An Owner and an Occupier must not duplicate or reproduce any Security Device issued by the Owners Corporation for the Common Property without first obtaining a General Approval.
- (b) An Owner or an Occupier must promptly give the Owners Corporation written notice if a Security Device becomes lost or stolen.
- (c) An Owner or an Occupier must pay to the Owners Corporation any reasonable fee it requires:
  - (i) to provide additional Security Devices; or
  - (ii) to replace any lost or damaged Security Device.

### 3.6 Risk

An Owner and an Occupier who uses a gym, swimming pool, barbeque or other similar Common Property areas and equipment in those areas will do so at the risk of the Owner or Occupier.

### 3.7 Lifts

An Owner and an Occupier:

- (a) must not misuse, abuse or damage any lift forming part of the Common Property;
- (b) must not hold open lift doors or prevent them from closing except for the immediate safety of passengers or prospective passengers without first obtaining a General Approval; and
- (c) must not move furniture and other heavy or bulky articles in a lift except in accordance with a General Approval.

## 4. Lots

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### 4.1 Keep Clean and Repaired

An Owner and an Occupier must keep his, her or its Lot clean and in good repair and condition including any window blinds, awnings and other things visible from outside

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the Lot and which an Owner or Occupier may be permitted at anytime to keep or install on a Lot.

### 4.2 Appearance and Interference

An Owner and an Occupier must not without first obtaining a General Approval:

- (a) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building;
- (b) operate on a Lot any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property or another Lot; and
- (c) place any washing, towel or other article on the Common Property or on a Lot so as to be visible from the Common Property or from outside the Building.

### 4.3 Works or Modifications

An Owner and an Occupier must not without first obtaining a Works Approval:

- (a) make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
- (b) attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit or other thing;
- (c) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation;
- (d) paint, finish or otherwise alter the external façade of the Building;
- (e) change the colour or tint of any window in a Lot;
- (f) make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property;
- (g) install on the exterior of a Lot any safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects.

### 4.4 Commercial Use of Lots

An Owner and an Occupier must not use a Lot for any trade or business unless:

- (a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- (b) all requirements in respect of the trade or business stipulated by any Governmental Agency from time to time are complied with; and
- (c) the trade or business can be carried on, and is carried on, without causing nuisance to other Owners or Occupiers.

### 4.5 Signs

An Owner and an Occupier must not display any sign (including For Lease or For Sale signs) on any part of the Common Property or on any Lot when it may be visible from outside that Lot without first obtaining a General Approval.

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### 4.6 Blinds and Curtains

An Owner and an Occupier must not install any curtains or blinds in a Lot which are visible from outside the Lot unless those parts visible from outside the Lot are of a colour designated by the Owners Corporation.

### 4.7 Balconies and Terraces

An Owner and an Occupier:

- (a) must not place any bicycles, clothes, air conditioning apparatus, awnings, sunblinds, kennels, cupboards, shelving or any other similar thing on any balcony or terrace where they can be seen from outside the balcony or terrace;
- (b) must not allow plants on any balcony or terrace to become overgrown or unsightly or allow any water used in watering those plants to run off onto the Common Property or other lots; and
- (c) must make sure that anything placed on a balcony or terrace is secure and will not be removed by wind.

## 5. Owner and Occupier Addresses

5.1 An Owner and an Occupier must promptly (and no later than 14 days after becoming an Owner or Occupier) give details in writing to the Owners Corporation of:

- (a) the Owner's and the Occupier's residential address, mailing address in Australia, telephone number, facsimile and email address;
- (b) the contact details of an officer of the company in Australia who is authorised to make decisions on behalf of the company if the Owner or Occupier is a company; and
- (c) any changes to the information supplied or required to be supplied under this rule.

5.2 If contact details have not been provided to the Owners Corporation in accordance with rule 5.1, the Owners Corporation can serve notices on the Owner and/or the Occupier:

- (a) by posting the notice to the last known address of the Owner or the Occupier in Australia; and
- (b) in the manner VCAT determines where an address is not known or if any notice is returned unclaimed to the Owners Corporation.

## 6. Access to Lots

6.1 Except in the case of an emergency (in which case no notice will be required) on seven (7) days notice in writing given to the Owner and to the Occupier (if the Owner is not the Occupier), the Owners Corporation or its employees, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installations or other equipment in it and to trace and repair any leakage or defect in those installations or equipment (at the expense of the Owner or Occupier

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in cases where the leakage or defect is due to any act or default of the Owner or Occupier).

- 6.2 The Owners Corporation in exercising powers under this rule, must make sure that its employees, agents and contractors cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.
- 6.3 This rule does not otherwise limit the Owners Corporation's power under the Act to authorise a person to enter a Lot on its behalf to carry out repairs, maintenance or other works.

### 7. Behaviour

7.1 An Owner and an Occupier must not:

- (a) behave in a manner by creation of noise or otherwise likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property or other Lots;
- (b) do anything on a Lot or on the Common Property which is illegal or which may injure the reputation of the Building or the Land;
- (c) when on Common Property, or on any part of a Lot so as to be visible or audible to any person outside that Lot, use language or behave in a manner likely to cause offence or embarrassment to or diminish the reputation of the Land or the Owner's Corporation, and
- (d) smoke in any stairwells, lifts, foyers, car park areas, loading docks or areas set aside for plant and storage within the Common Property, or the other parts of the Common Property except in those areas that the Owners Corporation may designate from time to time as being smoking areas.

### 8. Vehicles and Parking

8.1 Owners' and Occupiers' Vehicles

An Owner and an Occupier must not, except in the case of an emergency, park or leave a Vehicle:

- (a) in a parking space on Common Property allocated for use by the Owner or Occupier of another Lot or a visitor to any Lot; or
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property; or
- (c) in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation.

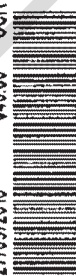
8.2 Use of Parking Spaces

An Owner and an Occupier must not:

- (a) permit a visitor to use any car parking space other than space allocated to that Owner and/or Occupier or designated by the Owners Corporation for use by visitors;

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- (b) permit or allow a visitor to park or leave a Vehicle on Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
- (c) use any part of a Lot designated or designed to be used as a car parking space for any purpose other than parking of a Vehicle; and
- (d) wash any Vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation.

### 8.3 Unroadworthy Vehicles

An Owner or Occupier must not cause or allow an unroadworthy Vehicle to be parked or kept at anytime on a Lot or Common Property.

## 9. Pets and Animals

- 9.1 The Owners Corporation may give notice to the Owner or Occupier responsible for an animal to remove it from a Lot or the Common Property (or both) if the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to any person.
- 9.2 The Owner or Occupier must immediately remove the animal from a Lot or the Common Property if the Owner or Occupier receives notice from the Owners Corporation to do so.
- 9.3 Rules 9.1 and 9.2 do not apply to an animal that assists a person with an impairment or disability.
- 9.4 An Owner and an Occupier must make sure that any animal that they own or have the care of:
  - (a) does not urinate or defecate on the Common Property, including internal court yards, and must immediately clean up any mess caused by the animal; and
  - (b) is restrained while on the Common Property so that the animal cannot pose a risk to the safety of any person.
- 9.5 An Owner and an Occupier must not feed any animal, bird or fish at anytime on the Common Property.

## 10. Health, Safety and Security

### 10.1 General Obligations

An Owner and an Occupier must not use a Lot, or permit it to be used, so as to cause a hazard to, compromise or prejudice the health, safety and security of the Land, or an Owner, Occupier, or user of the Land.

### 10.2 Storage of flammable liquids and other dangerous substances and materials

An Owner and an Occupier must not use or store on the Land any flammable chemical, liquid or gas or other flammable material without first obtaining a General Approval except:

- (a) chemicals, liquids, gases or other materials:

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- (i) used or intended to be used for domestic purposes; or
- (ii) in a fuel tank of a Vehicle; or
- (iii) of a type and in a quantity consistent with the use of the Lot as permitted under any law including planning laws.

### 10.3 Waste disposal

An Owner and an Occupier must:

- (a) make sure that the disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose; and
- (c) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
  - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
  - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
  - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the written approval of the Owners Corporation, been established on a Lot;
  - (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
  - (v) all recyclable items, (without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation) must be stored in the area designated for those items by the Owners Corporation; and
  - (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area.

### 10.4 Infectious Diseases

An Owner and an Occupier must give, or cause to be given, to the Owners Corporation particulars of any infectious disease occurring on the Land that an Owner or Occupier becomes aware of and which may require notification by virtue of any statute, regulation or ordinance affecting any person on the Land and any other information the Owners Corporation may require to be given in that regard.

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### 10.5 General Security

An Owner or Occupier must not cause or allow anything to be done which may compromise the security of the Common Property including:

- (a) interfering in any way with locks or security systems;
- (b) propping open security or fire doors, lifts or similar without first obtaining a General Approval.

### 10.6 Disrupt Tradesmen or Contractors

An Owner or Occupier must not:

- (a) prevent or hinder any tradesman or contractor engaged by the Owners Corporation from carrying out his work; or
- (b) direct any tradesman or contractor engaged by the Owners Corporation in the manner in which he is to carry out his work; and
- (c) inhibit or prevent any window cleaners engaged by the Owners Corporation from having access through a Lot or otherwise to any window forming part of Common Property for the purpose of cleaning and maintaining those windows.

### 10.7 Mail

An Owner or Occupier must clear every day the relevant mailbox and when away must make sure that the relevant mailbox is cleared daily.

## 11. Easements

Each Owner and Occupier who claims to be entitled to the benefit of an implied easement over a Lot (the "**Burdened Lot**") or the Common Property (the "**Claimed Easement**") must:

- 11.1 provide the Owners Corporation or the Owner or Occupier of the Burdened Lot with any information that the Owner or Occupier of the Burdened Lot or the Owners Corporation requires with respect to the Claimed Easement, including expert reports or opinions as may be necessary to satisfy the Owners Corporation or the Owner or Occupier of the Burdened Lot that the Owner or Occupier is entitled to the benefit of the Claimed Easement; and
- 11.2 indemnify the Owners Corporation and the Owner and the Occupier of the Burdened Lot for any loss, damage or reasonable expenses incurred with respect to:
  - (a) evaluating whether the Owner and the Occupier are entitled to the benefit of the Claimed Easement; and
  - (b) anything done by the Owner and the Occupier with respect to the Claimed Easement, including, without limitation any works carried out on or near the Common Property or the Burdened Lot; and
- 11.3 obtain a Works Approval for any works that the Owner or Occupier proposes to carry out on land or space affected by the Claimed Easement before those works are carried out.

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### 12. General Approval

- 12.1 The Owners Corporation may under this rule approve any act, conduct or thing that requires its approval other than an act, conduct or thing that requires a Works Approval.
- 12.2 A request by an Owner or Occupier for approval pursuant to this rule must be made in writing.
- 12.3 A General Approval will not be regarded as given unless:
- (a) it is set out in writing;
  - (b) it expressly states that it is a General Approval given under this rule; and
  - (c) it expressly sets out the act, conduct or thing that it relates to.
- 12.4 The Owners Corporation or the Manager may:
- (a) require the Owner or Occupier to provide the Owner's Corporation with further information that the Owners Corporation or the Manager considers reasonably necessary;
  - (b) before or after considering the request or giving its approval, require that the Owner or Occupier pay the Owners Corporation's and/or the Manager's fees in accordance with Rule 14;
  - (c) give its written approval;
  - (d) state a period for which the approval is granted; and
  - (e) specify the conditions to which the approval is subject.
- 12.5 In carrying out any activity pursuant to a General Approval, an Owner or Occupier must cause as little inconvenience as is reasonably possible in the circumstances to other Owners or Occupiers or others lawfully using the Common Property.

### 13. Works Approval

- 13.1 The Owners Corporation may under this rule approve any works that require its approval.
- 13.2 A Works Approval will not be regarded as given unless:
- (a) it is set out in writing;
  - (b) it expressly states that it is a Works Approval given under this rule; and
  - (c) it expressly describes the works to which it applies.
- 13.3 A request by an Owner or Occupier for approval pursuant to this rule must be made in writing and include:
- (a) copies of full plans, specifications and engineering computations relating to the proposed works;
  - (b) copies of all planning and building permits required by law to be held in respect of those works;

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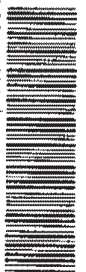


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- (c) details of the builders or other contractors or tradesmen who an Owner or Occupier proposes are to carry out the relevant works;
  - (d) a dilapidation survey of all the neighbouring Lots and Common Property if applicable; and
  - (e) all other information or materials reasonably required by the Owners Corporation.
- 13.4 The Owners Corporation may advise in writing that it does not require some or all of the information specified in Rule 13.3 to be provided.
- 13.5 The Owners Corporation or the Manager may:
- (a) require the Owner or Occupier to provide the Owners Corporation with further information that the Owners Corporation or the Manager considers reasonably necessary;
  - (b) before or after considering the request or giving its approval, require that the Owner or Occupier pay the Owners Corporation and/or the Manager's fees and costs in accordance with Rule 14.
  - (c) require that an Owner or an Occupier provide proof that contractors all risks insurances or other form of insurances for the benefit of an Owner, an Occupier or the Owners Corporation or all or any of them in a form and with an insurer approved by the Owners Corporation has been taken out in respect of the relevant works or a risk associated with those works;
  - (d) state a period for which the approval is granted; and
  - (e) specify the conditions to which the approval is subject.
- 13.6 In connection with works approved under this rule an Owner and an Occupier must:
- (a) carry out those works strictly in accordance with the requirements of all applicable laws;
  - (b) complete the works promptly once they have been started;
  - (c) carry out the works in a proper tradesman like manner;
  - (d) carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
  - (e) provide copies to the Owners Corporation of any insurance policies that the Owner or Occupier must take out; and
  - (f) pay the reasonable costs incurred by the Owners Corporation in assessing and giving an approval under this rule.
- 13.7 An Owner and an Occupier must at all times make sure that approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Owners or Occupiers or others lawfully using Common Property.

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- 13.8** Without limiting the generality of the foregoing, the Owner and/or the Occupier must make sure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:
- (a) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
  - (b) the Common Property must at all times be maintained in a clean tidy and safe state;
  - (c) construction vehicles and construction workers' vehicles must not be brought into, or parked on, the Common Property;
  - (d) hammer drills or jack hammers or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 4:00 pm to 9:00 am on weekdays;
  - (e) appropriate barriers or hoardings must be erected around the works site for the safety of Owners and Occupiers and visitors to the Building.
- 13.9** An Owner and an Occupier must, on completion of works referred to in this rule promptly give to the Owners Corporation:
- (a) copies of all occupancy permits, certificates of final inspection or similar issued or which should be issued in respect of those works in accordance with any law; and
  - (b) one set of as built plans in respect of those works.

### **14. Costs**

- 14.1** An Owner or an Occupier must pay to the Manager or the Owners Corporation, on demand:
- (a) any loss, damage, cost or expense incurred by the Manager and the Owners Corporation (including legal costs on a solicitor-client basis); and
  - (b) the Manager's and the Owners Corporation's reasonable fees; and
  - (c) a reasonable estimate of the costs that the Owners Corporation or the Manager may incur or fees the Manager and Owners Corporation may charge the Owner or Occupier on account of those fees or costs,
- in respect of:
- (i) any request made by the Owner or Occupier for the Owners Corporation to give an approval;
  - (ii) a breach by the Owner or Occupier of the Act, the Regulations or the rules;
  - (iii) any damage caused by the Owner or Occupier or their invitees to the Common Property; or
  - (iv) the Owner or Occupier failing to pay, when due, any amount payable to the Owners Corporation.
- 14.2** The Owners Corporation and the Manager may only waive their right to demand payment of an amount payable under this rule if the Owners Corporation or the

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Manager (as the case may be) expressly states in writing that the amount is not and will not be payable.

### **15. Manager's and Committee's Duties**

An Owner and an Occupier must not interfere with, obstruct or hinder the Manager or its employees, agents or contractors or any committee or sub-committee appointed by the Owners Corporation in the performance of their duties.

### **16. Compliance with Laws**

#### **16.1 General**

An Owner and an Occupier must at his, her or its expense promptly comply with all laws relating to a Lot including any requirements, notices and orders of any Governmental Agency.

#### **16.2 Use of Appurtenances attached to pipes**

Water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances must not be deposited in them. Any costs or expenses resulting from any damage or blockage must be borne by the Owner or the Occupier causing the damage or blockage.

#### **16.3 Fire Control**

An Owner and an Occupier must:

- (a) not obstruct any fire stairs or fire escape;
- (b) make sure he, she or it complies with all statutory and other requirements relating to fire and fire safety in respect of his, her or its Lot;
- (c) make sure that all smoke detectors and other fire protection equipment and systems installed in his, her or its Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary; and
- (d) comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to a Lot for inspection and maintenance of, smoke detectors and other fire protection equipment and systems.

### **17. Insurance**

#### **17.1 Change of use of lots**

An Owner and an Occupier must notify the Owners Corporation in writing if the existing use of a Lot is changed in a way that may affect any insurance premiums payable by the Owners Corporation.

#### **17.2 Insurance Premiums**

An Owner and an Occupier must not, without General Approval, do or permit anything to be done which may invalidate, suspend or increase the premium for any

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insurance policy effected by the Owners Corporation.

### 17.3 Payment of Increased Premiums

An Owner and an Occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier of a Lot or because of anything done by the Owner or Occupier.

### 17.4 Discretion to make a claim

- (a) The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- (b) The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation:
  - (i) written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim; and
  - (ii) indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.

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## 18. Dispute Resolution

- 18.1 The grievance procedure set out in this rule applies to disputes between the Owners Corporation, an Owner or an Occupier.
- 18.2 The party making the complaint (the "Complainant") must give other parties to the dispute a written statement setting out:
  - (a) details of the complaint including a summary of relevant facts and events;
  - (b) copies of every document in the Complainants' possession relevant to the complaint;
  - (c) details of any rules or provision of the Act that the Complainant alleges have been breached;
  - (d) a summary of the action or relief that the Complainant seeks.
- 18.3 The Complainant must prepare the written statement in a form approved by the Owners Corporation for the purposes of this rule if the Owners Corporation has approved a form for that purpose.
- 18.4 The grievance committee (if any) of the Owners Corporation must be notified of the dispute by the Complainant.
- 18.5 The Owners Corporation must be notified of the dispute by the Complainant if there is no grievance committee, regardless of whether the Owners Corporation is an immediate party to the dispute or not.
- 18.6 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

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- 18.7 A party to the dispute may appoint a person (including a lawyer) to act or appear on behalf of that party at the meeting.
- 18.8 The grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act if the dispute is not resolved.
- 18.9 The process set out in this rule is separate from and does not limit any further action under Part 10 of the Act.
- 18.10 Rule 6 of the Model Rules set out in Schedule 1 of the Regulations does not apply.

### 19. Expert Determinations

19.1 Before taking any action (including action in any Court or Tribunal) or making any complaint in respect of any difference or dispute arising between an Owner or Occupier or the Owners Corporation on the one hand and the Manager on the other hand, the Owner, Occupier or the Owners Corporation must:

- (a) give to the Manager a written statement setting out:
- (i) details of the complaint including a summary of relevant facts and events;
  - (ii) copies of every document in the Owners Corporations, Owner's or Occupier's possession relevant to the difference or dispute;
  - (iii) details of any rule or provision of the Act that the Complainant alleges has been breached; and
  - (iv) a summary of the action or relief that the Complainant seeks.
- (b) endeavour in good faith to take part in mediation to resolve the dispute if any of the parties calls for mediation of the dispute at any time before the appointment of an Expert under this rule.

19.2 Either party may:

- (a) give written notice that the dispute be resolved by an independent expert in the area of the subject matter of the dispute acceptable to the parties if the disputing parties are unable to resolve the dispute by mediation or otherwise; and
- (b) request the President of the Australian Institute to appoint an Expert under the Expert Determination Rules if within twenty eight days of the date the notice of dispute is given under this rule the parties to the dispute do not agree on an independent expert to be appointed.

19.3 **The Expert:**

The Expert:

- (a) is to conduct the dispute resolution process according to the principles and procedures set out in the Expert Determination Rules;
- (b) will not be an arbitrator;

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- (c) may engage a consultant to advise him and the cost of the consultant will form part of the Expert's costs;
  - (d) may take into consideration all documents, information and other written and oral material that the parties to the dispute place before him including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute;
  - (e) must disclose all information and documents received from any party to the dispute to the other parties to the dispute;
  - (f) may arrange for a conference between the parties to the dispute to hear oral representations if the Expert deems it necessary;
  - (g) is not bound by the rules of evidence and may receive any information in a manner that the Expert thinks fit;
  - (h) may not be expected or required to obtain or refer to any other documents, information or material but may do so if he or she decides;
  - (i) must act with expedition with a view to reaching a decision as soon as possible;
  - (j) must determine, if appropriate, that one or more parties to the dispute must pay all or a specific proportion of the Expert's costs and fees and those of any consultant that the Expert appoints; and
  - (k) must provide written reasons for his or her determination.
- 19.4** The determination of the Expert on the basis of information received from the parties to the dispute and the Expert's own expertise will be:
- (a) binding on the parties to the dispute; and
  - (b) final and conclusive.
- 19.5** Parties may be represented by lawyers in their communications with each other or with the Expert in respect of a dispute subject to this rule.
- 19.6** This clause does not prejudice any other right or action that the Manager may take when a dispute or a difference arises between the Manager on the one hand and the Owners Corporation or an Owner or Occupier.
- 19.7** Subject to this rule the costs of the Expert, any consultant appointed by the Expert and the dispute resolution process are to be shared by each of the parties to the dispute.
- 19.8** The costs and fees of the Expert and any consultant appointed by the Expert are to be paid in accordance with the Expert's determination if the Expert determines that:
- (a) one of the party's to the dispute behaved in a vexatious manner, caused unnecessary delay in resolving the dispute, attempted to deceive the other party or the Expert, or made a claim that has no reasonable basis in fact or law; or
  - (b) for any other appropriate reason one of the parties ought to pay a larger proportion, or all, of the costs and fees of the Expert and any consultant appointed by the Expert.
- 19.9** These rules prevail if the Expert Determination Rules conflict with any rule.

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27/09/2016 14:30 OCR



## Rules of Owners Corporation 1 Plan No. PS 720338V

19.10 This rule does not limit a party's right to apply to a court or tribunal of competent jurisdiction for urgent injunctive relief.

### 20. Application of Moneys Received

The Owners Corporation may apply moneys paid by an Owner or an Occupier to the Owners Corporation against any moneys owing to the Owners Corporation by an Owner or an Occupier in the order that the Owners Corporation in its sole discretion determines and despite any notice given by the Owner or the Occupier with any payment made.

### 21. Developer's Rights

#### 21.1 Definitions

In this rule:

- (a) **"Developer"** means Bestobell Developments Pty Ltd
- (b) **"Developer's Mortgagee"** means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those persons or corporations.

#### 21.2 Developer's Powers

Nothing in these rules will prevent or hinder the Developer from completing construction of improvements on the Land and nothing in these rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing and sale of other Lots or other property developed or to be developed by it;
- (b) place anywhere on the Common Property signs and other materials relating to sale of Lots or relating to the display Lot;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; and
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction of improvements on the Land.

#### 21.3 Developer's Obligations

In exercising its rights under this rule the Developer must use reasonable endeavours to cause the Owners and Occupiers as little inconvenience as reasonably possible in the circumstances.

#### 21.4 Owners Corporation Obligations

The Owners Corporation must at the request and cost of the Developer do all things reasonably required by the Developer to facilitate efficient and economic completion of construction by the Developer of improvements on the Land and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must restrict Owners and Occupiers from having access to or use of parts of the Common

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## Rules of Owners Corporation 1 Plan No. PS 720338V

Property when it is necessary to do so.

### 22. Special Sign Rights

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#### 22.1 Definitions

In this rule:

- (a) **"Chief Executive Officer"** means the President of the Institute or other person carrying out the role of Chief Executive Officer of the Institute.
- (b) **"Institute"** means the Royal Australian Institute of Architects — Victorian Chapter or if that body ceases to exist then the body that serves substantially the same objects as that body.

#### 22.2 Sign Rights Granted to Commercial Lots

- (a) An Owner or Occupier of a Commercial Lot may install on those parts of the Common Property that consist of the underside of the canopy or verandah attached to the Building and which extend over the footpath adjacent to the relevant Commercial Lot signs:
  - (i) which are of the nature usually displayed in connection with business of the nature carried on in the relevant Commercial Lot;
  - (ii) which are in keeping with the architectural style of the improvements making up the Common Property; or
  - (iii) which advertise that the relevant Commercial Lot or part of it is for lease.
- (b) Any question as to whether signs comply with this rule if not resolved by agreement are to be determined by an architect appointed by the Chief Executive of the Institute at the request of either the Owners Corporation or any Owner of any Commercial Lot.
- (c) The fees of that architect must be paid by the Owners Corporation and relevant Lot Owner in equal shares.
- (d) That architect's determination will be final and binding on the relevant Owner and the Owners Corporation.
- (e) That architect will be acting as an expert and not as an arbitrator when making a determination under this rule.

### 23. Default Interest

- 23.1 The Owners Corporation may charge an Owner interest on any amount payable by the Owner and outstanding to the Owners Corporation.
- 23.2 The interest rate to be charged is the prevailing rate set by the *Penalty Interest Rates Act 1983 (Vic)*.

## Rules of Owners Corporation 1 Plan No. PS 720338V

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### **24. Proxies and committee members**

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- 24.1 An Owner who is also a committee member can appoint a proxy to represent the Owner at committee meetings.
- 24.2 A committee member who is not an Owner cannot appoint a proxy for the purposes of committee meetings,
- 24.3 If a proxy-holder is not a member of the committee in his or her own right, the proxy-holder is not entitled to vote at committee meetings unless and until a majority of the committee consent to the proxy-holder voting at committee meetings.

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27/09/2016 \$46.30 OCR



**FORM 11**  
**Building Act 1993**  
Regulation 180, Building Regulations 2018

File number: RS-320

## BUILDING NOTICE

This Building Notice is served pursuant to sections 106 and 108 of the *Building Act 1993*.

THIS NOTICE HAS BEEN SERVED IN ACCORDANCE WITH SECTION 236 OF THE **BUILDING ACT 1993**. UNDER SECTION 236(7) OF THAT ACT, IT IS AN OFFENCE FOR A PERSON TO REMOVE OR DEFACE THIS NOTICE WITHOUT THE PRIOR CONSENT OF THE RELEVANT BUILDING SURVEYOR, THE RELEVANT COUNCIL OR THE VICTORIAN BUILDING AUTHORITY. THE MAXIMUM PENALTY FOR THIS OFFENCE IS 500 PENALTY UNITS FOR A NATURAL PERSON AND 2500 PENALTY UNITS FOR A BODY CORPORATE.

**TO:**

**The owner(s):** Owners Corporations 1, 2 and 3 of PS720338V

**of:** 18 – 20 Russell Street  
MELBOURNE VIC 3000

**AND TO:** each owner of a lot or lots forming part of the land and building

**of:** 1 Eden Street, HEIDELBERG HEIGHTS VIC 3081

**FROM:**

**Victorian Building Authority Municipal Building Surveyor Delegate**

I am the duly authorised delegate, performing Municipal Building Surveyor functions on behalf of the Victorian Building Authority.

Pursuant to section 190 of the *Building Act 1993* (Vic) (the **Act**), the Victorian Building Authority was declared to carry out the functions of a Municipal Building Surveyor for the building located at 1 Eden Street, Heidelberg Heights 3081 (the **Building**) by a Ministerial Declaration dated 17 February 2019, published in Victorian Government Gazette No. S93 on 15 March 2019.

I am authorised, under Division 2 of Part 8 of the Act, to serve a Building Notice on you, as owner(s) of the building to which this notice applies.

**PROPERTY DETAILS**

Location of the building to which this notice applies:

**Address:** 1 Eden Street, HEIDELBERG HEIGHTS VIC 3081

**Title particulars:**

**Plan No:** PS720338V

**Lot(s):** Common Properties 1 - 3, Lots 1, 101 – 108, 201 – 208, 301 – 306, 401 - 405

**FORM 11**  
**Building Act 1993**  
Regulation 180, Building Regulations 2018

**Folio references:** 11830/298 – 11830/328

**Municipality:** Banyule City Council

**INSPECTION DETAILS**

The date and time of any inspection relied on by me, as the duly authorised Victorian Building Authority Municipal Building Surveyor Delegate, for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection, are:

**Time of inspection:** Commenced 10am  
**Date of inspection:** 5 December 2023  
**Name of inspector:** Patrick Boyce  
**Qualification(s) of inspector:** Building Inspector - Limited  
**Building practitioner registration No:** IN-L 73756

**REASON(S) WHY THIS NOTICE WAS MADE**

In accordance with section 106 of the Act, I believe that the following circumstances exists:

- safety or emergency services, installations or equipment have not been maintained in accordance with the occupancy permit and the *Building Regulations* 2018 (the *Regulations*); and
- building work has been carried out in contravention of the *Regulations* (this includes building work carried out in contravention of the National Construction Code and/or Building Code of Australia); and
- the Building is a danger to life, safety or health;

These matters are further discussed and particularised below:

1. There are inadequate smoke compartmentation provisions in the Building, in that the electrical communications and meter cupboards on each level have not been fitted with smoke seals contrary to the requirements of the Building Code of Australia part D2.7.
2. There are inadequate fire compartmentation provisions in the Building, in that there are unsealed electrical penetrations within the electrical communications cupboard on level one that pass through the concrete slab to level two contrary to the requirements of the Building Code of Australia part C3.15.
3. There is non-compliance with the *Regulations*, in that the Occupancy Permit for the Building is not displayed in a prominent position contrary to the requirements of Regulation 197 and 198 of the *Regulations*.
4. There are inadequate fire fighting provisions in the building, in that the fire hose reels on each level of the Building do not have fire hose reel signage installed contrary to the requirements of the Building Code of Australia part E1.4 and AS 2444.
5. There are inadequate fire hazard properties in the building, in that there is insulation lining attached to the ceiling of ground floor car park that does not meet the required fire hazard properties required by the Building Code of Australia part C1.10.
6. There are inadequate fire compartmentation provisions in the building, in that there are unsealed penetrations in the concrete slab separating the ground floor carpark from the first floor contrary to the requirements of the Building Code of Australia part C3.12 and C3.15, and specification C3.15.

**FORM 11**  
**Building Act 1993**  
Regulation 180, Building Regulations 2018

**SHOW CAUSE PROCESS**

Under section 108 of the Act, you are required to show cause by **5pm on 10 April 2024** as to why:

- You should not be required to carry out the building work, protection work or work required by the Building Regulations 2018 identified in this notice in relation to the Building.
  1. Install smoke seals to the electrical communications and meter cupboards on each level as required by the Building Code of Australia part D2.7.
  2. Engage a suitably qualified fire services contractor to check the electrical cable penetrations within the electric communications cupboards on each level and seal where required in accordance with the Building Code of Australia parts C3.12 and C3.15 and specification C3.15.
  3. Display the Occupancy Permit for the building in a prominent position within the entrance lobby on the ground floor so that it is easily accessible for the building's occupants to view as required by Regulation 197 and 198 of the *Regulations*.
  4. Engage a suitably qualified fire services contractor to install fire hose signage to all fire hose reels within the building as required by the Building Code of Australia part E1.4 and AS 2444.
  5. Provide evidence that the insulation material that is attached to the ceiling of the ground level car park achieves a group number of at least 2 as required by the Building Code of Australia part C1.10.
  6. Seal all penetrations in the concrete slab separating the ground level carpark from the first floor as required by the Building Code of Australia, part C3.12 & C3.15 and specification C3.15.

**Specified period for making representations**

Representations must be submitted no later than **5pm on 10 April 2024**.

Please email your written representations to the matters in this notice to [mbs@vba.vic.gov.au](mailto:mbs@vba.vic.gov.au), with the following subject: Representations in response to Building Notice No. RS-320-BN-002

**BUILDING NOTICE MADE AND SERVED BY:**

Duly authorised delegate performing Municipal Building Surveyor functions on behalf of the Victorian Building Authority

**Name:** David Kotsiakos BSU - 1397

**Address:** 733 Bourke Street, Docklands VIC 3008

**Email:** [mbs@vba.vic.gov.au](mailto:mbs@vba.vic.gov.au)

**Building Notice number:** RS-320-BN-002

DocuSigned by:

*David Kotsiakos*

91A10385AFC34FF...

**Signature:** ..... **Date of making:** 11 January 2024

## NOTES

### Representations by owner(s)

1. Under section 109 of the *Building Act 1993*, an owner may make representations to the duly authorised Victorian Building Authority Municipal Building Surveyor Delegate about the matters contained in the Building Notice. Any representations must be made within the specified period and in the manner specified in the notice.

### Cancellation

2. Under section 110 of the Act, the duly authorised Victorian Building Authority Municipal Building Surveyor Delegate may cancel a Building Notice if they consider it appropriate to do so after considering any representations made under section 109 of the Act.

### Building Order

3. Subject to section 107 of the Act, a Municipal Building Surveyor or a private building surveyor may make a Building Order, under section 111, after the end of the time allowed, by the Building Notice, for making representations.

### Appeal rights

4. Under section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a Building Notice and/or a failure within a reasonable time, or refusal, to cancel a Building Notice. For the purpose of section 146(1)(a) of the Act, the prescribed appeal period under regulation 271 of the Building Regulations 2018 is **30 days** after the day this Building Notice is served on the owner.

Information about the appeal process can be obtained by contacting the Building Appeals Board:

website: [buildingappeals.vic.gov.au](http://buildingappeals.vic.gov.au)  
phone: 1300 421 082  
email: [registry@buildingappeals.vic.gov.au](mailto:registry@buildingappeals.vic.gov.au)

### Subsequent owners

5. Under section 236(6) of the Act, this Building Notice is binding on every subsequent owner of the land.

### Owners corporations

6. If this notice is to be served on an owner of a lot affected by an owners corporation, the notice may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom a notice is served must provide a copy of the notice to each lot owner affected by the notice within a reasonable time after receiving the notice. Penalty: 60 penalty units.

### Building permit

7. Please note that a building permit may be required for the works set out in this Building Notice. In accordance with section 119 of the Act, the persons carrying out the building work, in accordance with this order, must obtain a building permit.

# Rates and Valuation Notice

# 3rd Instalment



13.3296 - 6591

030

Ms A K Treadwell  
Apartment 1  
Level 3  
1 Eden Street  
HEIDELBERG HEIGHTS VIC 3081

**Issue Date:** 30 January 2024

**Assessment Number:** 688853

**Instalment Amount Due:** \$174.55

**Instalment Due Date:** 28 Feb 2024

## Property and Valuation Information

Address: Apartment 1 Level 3 1 Eden Street HEIDELBERG HEIGHTS VIC 3  
Ward: Olympia Legal Description: LOT 301 PS 720338V V/F 11830/315  
AVPCC: Single Strata Unit/Villa Unit/Townhouse  
Date of Valuation: 1 January 2023 Valuation First Used: 1 July 2023  
Capital Improved Value: \$380,000 Site Value: \$41,500 Net Annual Value: \$19,000

## Rating Information

Rate Category: Residential Improved Rate in \$ on CIV: 0.00168559

## Fire Services Property Levy Information

Classification: Residential Rate in \$ on CIV: 0.000046

## Instalment Details

**Instalment Amount**

**\$174.55**

**Total Due**

**\$174.55**

## Other Information

Late payments will be charged penalty interest at the rate of 10.00% per annum from the date the instalment was due.

### Arrears

Any arrears or interest shown are due immediately to avoid further interest. Arrears not paid immediately may be subject to legal action without further notice.

## Pay online now



Scan with your phone  
or visit  
[banyule.vic.gov.au/PayRates](http://banyule.vic.gov.au/PayRates)



Assessment number: 688853  
Instalment amount: \$174.55

## Payment options See reverse for other options.



Billpay code: **0708**  
Ref: 6888 5311

In person at any Post Office,  
by phone **13 18 16**, or go to  
[www.postbillpay.com.au](http://www.postbillpay.com.au)



\*708 688853 11



Billcode: **8755**  
Ref: 600 0000 0068 8853

BPAY® this via internet or  
phone banking

## Greensborough Service Centre:

Level 3, 1 Flintoff Street  
(WaterMarc)  
8:30am - 5pm Monday to Friday

## Ivanhoe Service Centre:

275 Upper Heidelberg Road  
(Ivanhoe Library and Cultural Hub)  
9:00am - 5pm Monday to Friday

## Postal:

PO Box 94, Greensborough VIC 3088

## Email:

enquiries@banyule.vic.gov.au

If your hearing or speech is impaired you can call us through the National Relay Service on: 133 677 (TTY) or 1300 555 727 (ordinary handset) and ask for 03 9490 4222.

### Payment Due Dates

Instalment 1 – 30 September      Instalment 2 – 30 November  
Instalment 3 – 28 February      Instalment 4 – 31 May

### Payment Plans

You may be able to enter into a payment plan to assist in managing your rates payments. Please contact Council to discuss your eligibility.

### Financial Difficulty or Hardship

Please contact Council to discuss an alternative payment arrangement.

The financial assistance we can offer may include:

- a payment plan or arrangement
- penalty interest free period
- waiving of interest and legal costs
- partial rates waiver

More information and application forms can be found on Council's website at [www.banyule.vic.gov.au/RatesHelp](http://www.banyule.vic.gov.au/RatesHelp) or by contacting Council on 03 9490 4222 or via enquiries@banyule.vic.gov.au

### Centrepay

If you are receiving a pension or benefit you can choose to pay your rates via Centrepay, whereby fortnightly payments are deducted by Centrelink. Please contact Centrelink if you require this service. Please ensure that instalment amounts are paid by the due dates.

### Direct Debit

You can choose to pay your rate instalments by direct debit. Direct debit is also available weekly, fortnightly and monthly. Please visit [banyule.vic.gov.au](http://banyule.vic.gov.au) to apply online if you require this service. You must ensure that funds are available on the due dates. If you are already using direct debit, your current agreement will continue.

### Pensioners

If you hold a Pension Concession Card issued by Centrelink or a Gold Card from the Department of Veteran Affairs specifying TPI or War Widow, you may be eligible for a concession on your rates and charges. If your card is currently recorded by Council, we have already deducted the rebate and the amount you need to pay is shown on the front of this notice. If you become eligible for a municipal concession during the year, please visit [banyule.vic.gov.au](http://banyule.vic.gov.au) and complete an online application form. Health Care Card holders are not eligible for a municipal concession.

### Payment Allocation

Your payment will be allocated in the following order:

1. Legal costs owing, if any
2. Interest owing, if any
3. Arrears rates, charges and Fire Services Property Levy owing, if any
4. Current rates, charges and Fire Services Property Levy owing

### Change of Ownership or Address

It is the RESPONSIBILITY OF THE PURCHASER to notify Council of a change of ownership. There is a penalty for not doing this. The full name, address and date of birth of the purchaser/s must be given in the notification. You must also notify Council in writing of any change of address.

### Copies of Rates Notices

If you need copies of your rates notice, please visit [www.banyule.vic.gov.au/About-us/Rates/Request-copies-of-your-rates-notice](http://www.banyule.vic.gov.au/About-us/Rates/Request-copies-of-your-rates-notice). A fee applies.

### Receiving Your Notice Electronically

If you register or have registered with BPayView you will receive your notices electronically. You can also receive your notices via email by registering at [Banyule.vic.gov.au/RatesEmail](http://Banyule.vic.gov.au/RatesEmail)

### Penalties For Late Payment

Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10.0% per annum from the date the instalment was due until the date payment is received.

### Legal Action

Council may recover any outstanding rates, charges, Fire Services Property Levy and interest in a Magistrates' Court by suing you for the debt. You may be liable for any costs incurred. Legal fees will be charged in accordance with the Magistrates' Court scale of costs. Collection fees may be charged in accordance with Council's schedule of fees and charges.

### GST

GST is not charged on Council rates or the Fire Services Property Levy.

### Fire Services Property Levy

The Fire Services Property Levy charged is determined by the Capital Improved Value (CIV) of your property, and the classification from the Australian Valuation Property Classification Code (AVPCC) applied to your property. Different charges apply depending on the classification as per the Fire Services Property Levy Act 2012.

### Appealing Against your Rate

If you are aggrieved by a rate or charge levied by this notice, or by anything included or excluded from the rate or charge, you may appeal to the County Court for a review of the rate or charge. This needs to be done within 60 days of receiving written notice of the rate or charge. You may appeal on one or more of the following grounds:

- a) in the case of a rate, that the land for which the rate was declared was not rateable land; or
- b) that the rate or charge assessment was calculated incorrectly; or
- c) that the person levied with the rate or charge was not liable to be rated. This process does not apply to matters to which an objection or appeal may be made under Division 3 of the Valuation of Land Act 1960.

### Review of Differential Rating by VCAT

You should look at Section 183 of the Local Government Act 1989 if you are affected by Council's classification of your property for differential rating purposes. It may give you the right of appeal to the Victorian Civil and Administrative Tribunal. An application for review must be made within 30 days after the day on which the owner or occupier receives written notice of the decision.

### Capping of Council Rates

Council has complied with the Victorian Government's rates cap of 3.50%. The cap applied to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

## More ways to pay



Pay in person by eftpos, cash, money order, cheque or credit card at any of our service centres. Service centre locations and opening hours are at the top of this notice.



Call 13 18 16 and follow the prompts using the Post Billpay details on the front of this notice.



Take this notice intact to any post office. Payments can be made by: eftpos, cash, money order, cheque or credit card.



Post your money order or cheque with payment slip and any correspondence to:  
PO Box 94 Greensborough VIC 3088  
Make cheques payable to Banyule City Council



Sign up for direct debit at [banyule.vic.gov.au](http://banyule.vic.gov.au)

# Your quarterly bill



Emailed to: ainsley.treadwell@gmail.com  
MS A TREADWELL  
UNIT APARTMENT1/1 EDEN ST  
HEIDELBERG HEIGHTS VIC 3081

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number	15 0415 1217
Invoice number	1509 4897 18656
Issue date	5 Mar 2024
Property address	L 3 APT 1, 1 EDEN ST HEIDELBERG HEIGHTS
Property reference	5085308, PS 720338

Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

Previous bill	\$187.01
Payment received thank you	-\$200.00
Balance carried forward	\$12.99 CR
<b>This bill</b>	
<b>Service charges</b>	
Water supply system	\$20.04
Sewerage system	\$114.46
<b>Other authority charges</b>	
Waterways and drainage	\$29.38
Parks	\$21.10
<b>Total this bill (GST does not apply)</b>	<b>\$184.98</b>
<b>Total balance</b>	<b>\$171.99</b>



**Important note**  
Your bill includes the parks charge, which is now billed quarterly.



## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.

This bill  
**\$1.39**

Last year  
**\$1.41**



## How to pay



\*3042 150948971865 6



**Direct Debit**  
Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call 1300 304 688.



**Centrepay**  
Arrange regular deductions from your Centrelink payments. Visit [yvwm.com.au/paying](http://yvwm.com.au/paying) CRN reference: 555 054 118T



**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
Yarra Valley Water  
BSB: 033-885  
Account number: 150463771



**Credit card**  
Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: 1300 362 332



**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: 1509 4897 18656

MS A TREADWELL

Account number	15 0415 1217
Invoice number	1509 4897 18656
<b>Total due</b>	<b>\$171.99</b>
Due date	26 Mar 2024
Amount paid	\$



**BPAY®**  
Bill code: 344366  
Ref: 150 4151 2178

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAAD043057	141kL -	141kL =	0kL
From 28 Nov 2023 - 4 Mar 2024			(97 days)
<b>Total</b>	<b>0.000kL</b>		<b>\$0.00</b>

## Your charges explained

### → Water supply system charge

1 January 2024 - 31 March 2024

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 2024 - 31 March 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

### → Other authority charges

**Waterways and drainage charge**

1 January 2024 - 31 March 2024

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 2024 - 31 March 2024

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 [yvwm.com.au/financialhelp](http://yvwm.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit [yvwm.com.au/concession](http://yvwm.com.au/concession).

## Contact us

📞 Enquiries	1300 304 688
🚨 Faults and Emergencies	13 27 62 (24hr)
✉️ <a href="mailto:enquiry@yvwm.com.au">enquiry@yvwm.com.au</a>	
🌐 <a href="http://yvwm.com.au">yvwm.com.au</a>	
📞 TTY Voice Calls	133 677
🗣️ Speak and Listen	1300 555 727

### For language assistance

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

For all other languages call our translation service on **03 9046 4173**

## 📅 Next meter reading:

Between 23-30 May 2024

## Register your concession\*

Save up to 50% on your water and sewer charges.

🗣️ [yvwm.com.au/concessions](http://yvwm.com.au/concessions)  
📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

# We can help you manage your bills

From flexible payment arrangements to bill extensions and concession discounts, we have a range of options to help you manage your bills.

📞 **1300 441 248**  
🗣️ [yvwm.com.au/watercare](http://yvwm.com.au/watercare)

