Contract of Sale of Land

Property:

Unit 305, 19 COLLINS Street, Chadstone VIC 3148

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:09041

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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

Contract of Sale of Land

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

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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 ...../…..……/2022

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 ...../…..……/2022

Print names(s) of person(s) signing: **WAL MAN TUNG and KAR-LUN LEE**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: WAL MAN TUNG and KAR-LUN LEE

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 09041

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

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	12273	Folio	177	B307	PS 810026Q

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: Unit 305, 19 COLLINS Street, Chadstone VIC 3148

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

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: no more than 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

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.*

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; 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.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.9 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.

14.10 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.

Special condition 2 – 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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 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 $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment 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. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

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

6.6 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.

6.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 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

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 Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of 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 if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 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

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 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.

7.5. 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.

7.6 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.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - 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 variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 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 be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment 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 lodgment.

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 lodgment 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 lodgment 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 lodgment 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 lodgment 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 lodgment 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**		**ACN**	

(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 | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	UNIT 305, 19 COLLINS STREET, CHADSTONE VIC 3148

Vendor's name	WAL MAN TUNG	Date / /
Vendor's signature	_____	
Vendor's name	KAR-LUN LEE	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)

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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:

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements , covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

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:**

See attached planning Property report

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):

Can be provided before settlement if vendor has copies.

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.

See attached

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12273 FOLIO 177 Security no : 124100324750M
Produced 15/09/2022 01:58 PM

LAND DESCRIPTION

Lot B307 on Plan of Subdivision 810026Q.
PARENT TITLE Volume 08417 Folio 039
Created by instrument PS810026Q 18/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WAL MAN TUNG
KAR-LUN LEE both of 11 STIRLING CRESCENT GLEN WAVERLEY VIC 3150
AT953545C 15/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT953546A 15/01/2021
NULEND INVESTMENTS 149 PTY LTD

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 PS810026Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 19 COLLINS STREET CHADSTONE VIC 3148

ADMINISTRATIVE NOTICES

NIL

eCT Control 17343W SUMMER LAWYERS
Effective from 19/01/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS810026Q
OWNERS CORPORATION 3 PLAN NO. PS810026Q

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DOCUMENT END

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Number of Pages (excluding this cover sheet)	**20**
Document Assembled	**15/09/2022 14:00**

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PLAN OF SUBDIVISION

LV USE ONLY
EDITION 3

PS810026Q

LOCATION OF LAND

PARISH : MULGRAVE
TOWNSHIP : - - -
SECTION : - - -
CROWN ALLOTMENT : - - -
CROWN PORTION : 45 (PART)
TITLE REFERENCE : VOL 8417 FOL 039
LAST PLAN REFERENCE : LOT 3 ON LP 58085
POSTAL ADDRESS : (At time of subdivision) 72-76 BATESFORD ROAD CHADSTONE VIC 3148
MGA94 Co-ordinates (of approx centre of land in plan) E 332 330 ZONE: 55 N 5 806 200

Council Name : Monash City Council

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is a staged subdivision.
Planning Permit No. TPA/50671/A

DEPTH LIMITATION Does Not Apply

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:

Interior Face (Floors, Walls and Ceilings) : All boundaries.

Boundaries shown by thick dashed lines are a projection of a plane within which lies the interior face (floors, walls and ceilings) of that part of the adjoining building.

The lower boundary of those parts of the lots marked with an asterisk (*) is the upper surface of that part of the finished pavement.

The upper boundary of those parts of the lots marked with an asterisk (*) is 2.10 metres above the finished pavement.

: Denotes structure (non-boundary)

Common Property No.1 is all the land in the plan except the lots Common Property No.2 and Common Property No.3. It includes the structure of any wall, floor, ceiling, window, door balustrade (or other) which define boundaries. All internal columns, service ducts, pipes shafts and cable ducts, service installations (or other) within the building are deemed to be part of Common Property No.1. The positions of these columns, service ducts, pipe shafts and cable ducts, service installations (or other) may not have been shown on the diagrams contained herein.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

This plan is based on survey.

This survey has been connected to permanent marks no(s) 537
In Proclaimed Survey Area No.--

EASEMENT INFORMATION

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

Intrax LAND

REFERENCE: 66928

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 19

LICENSED SURVEYOR: RODNEY LEIGH OLSEN
DIGITALLY SIGNED

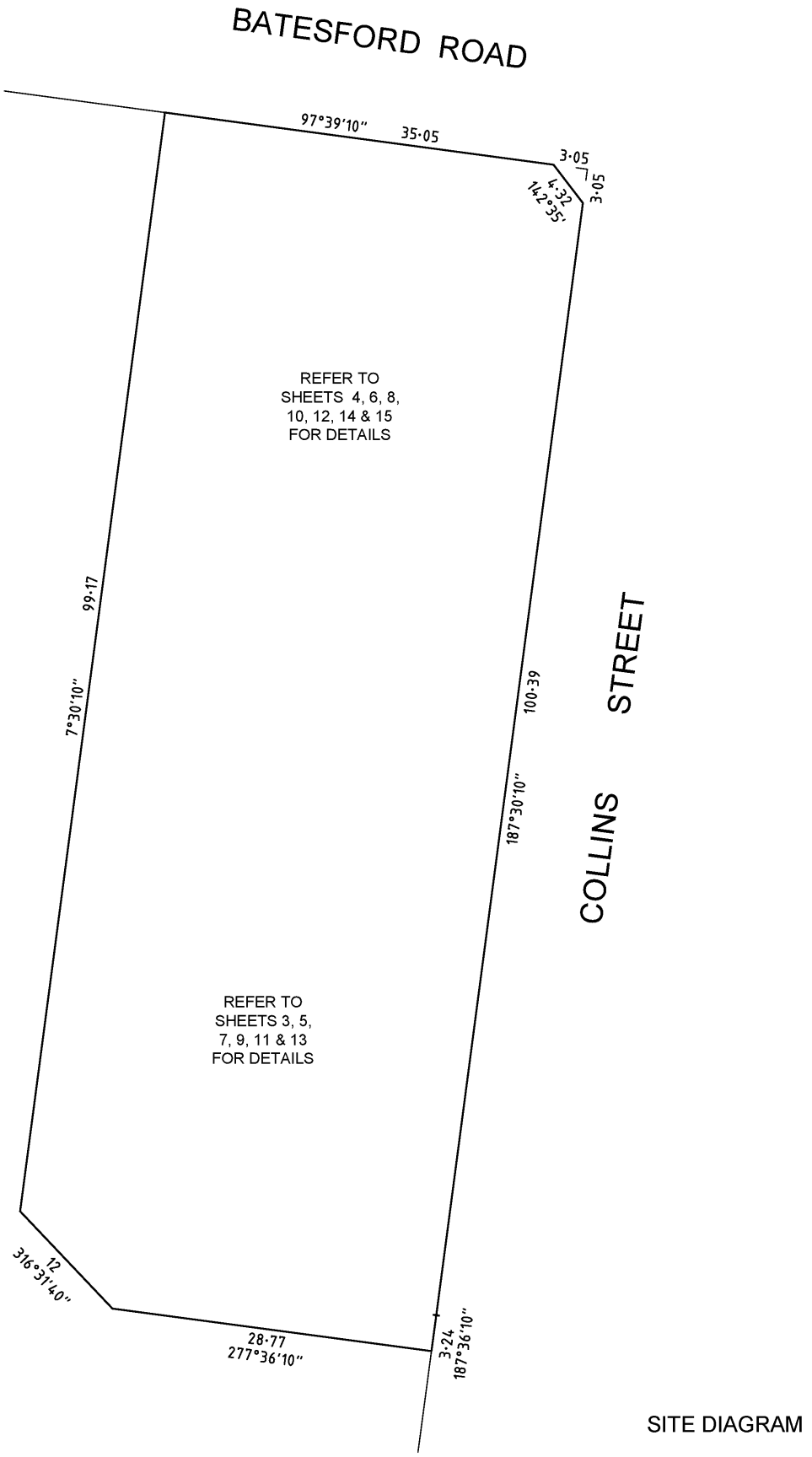
VERSION: 10

THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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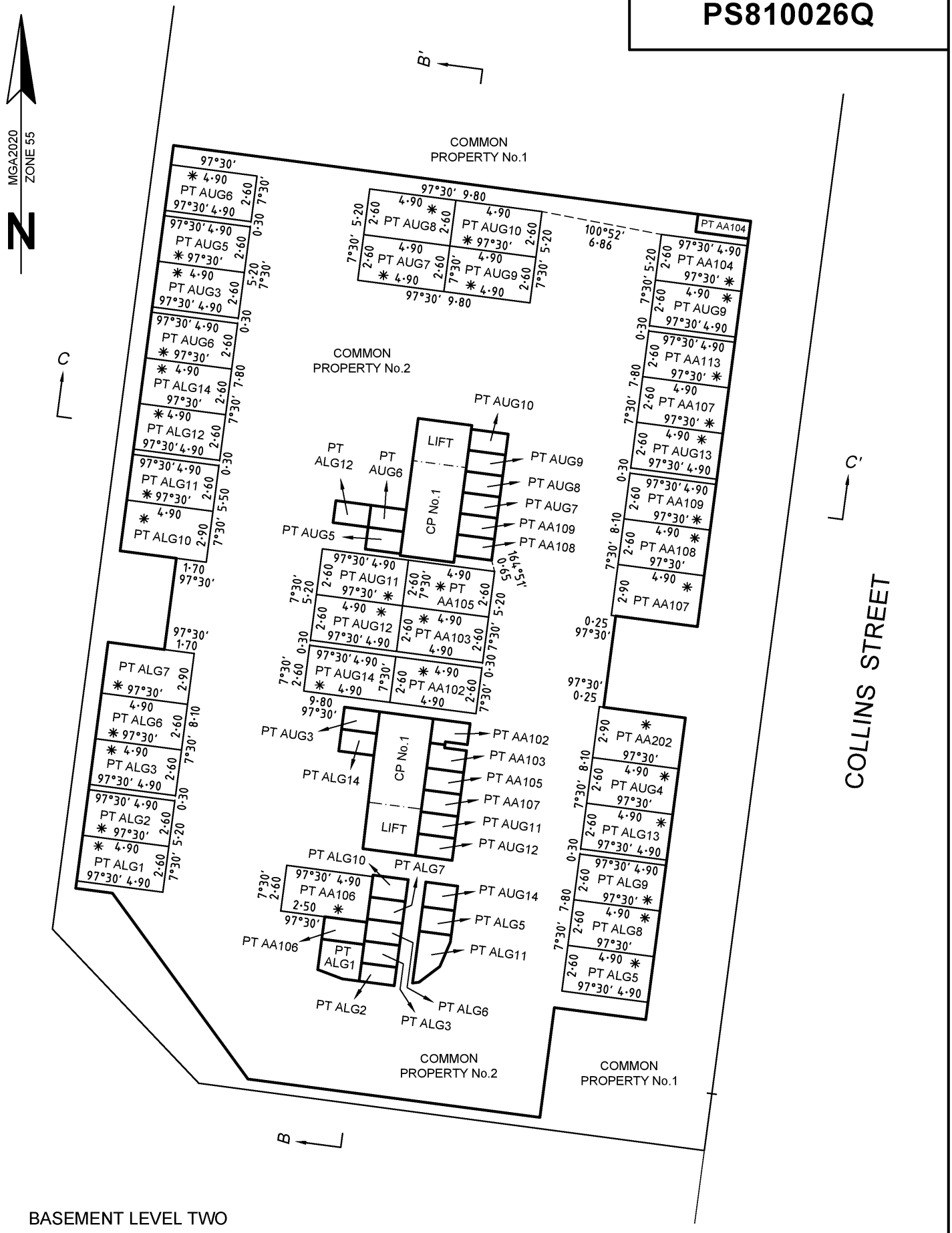


SITE DIAGRAM

Intrax LAND	SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 2
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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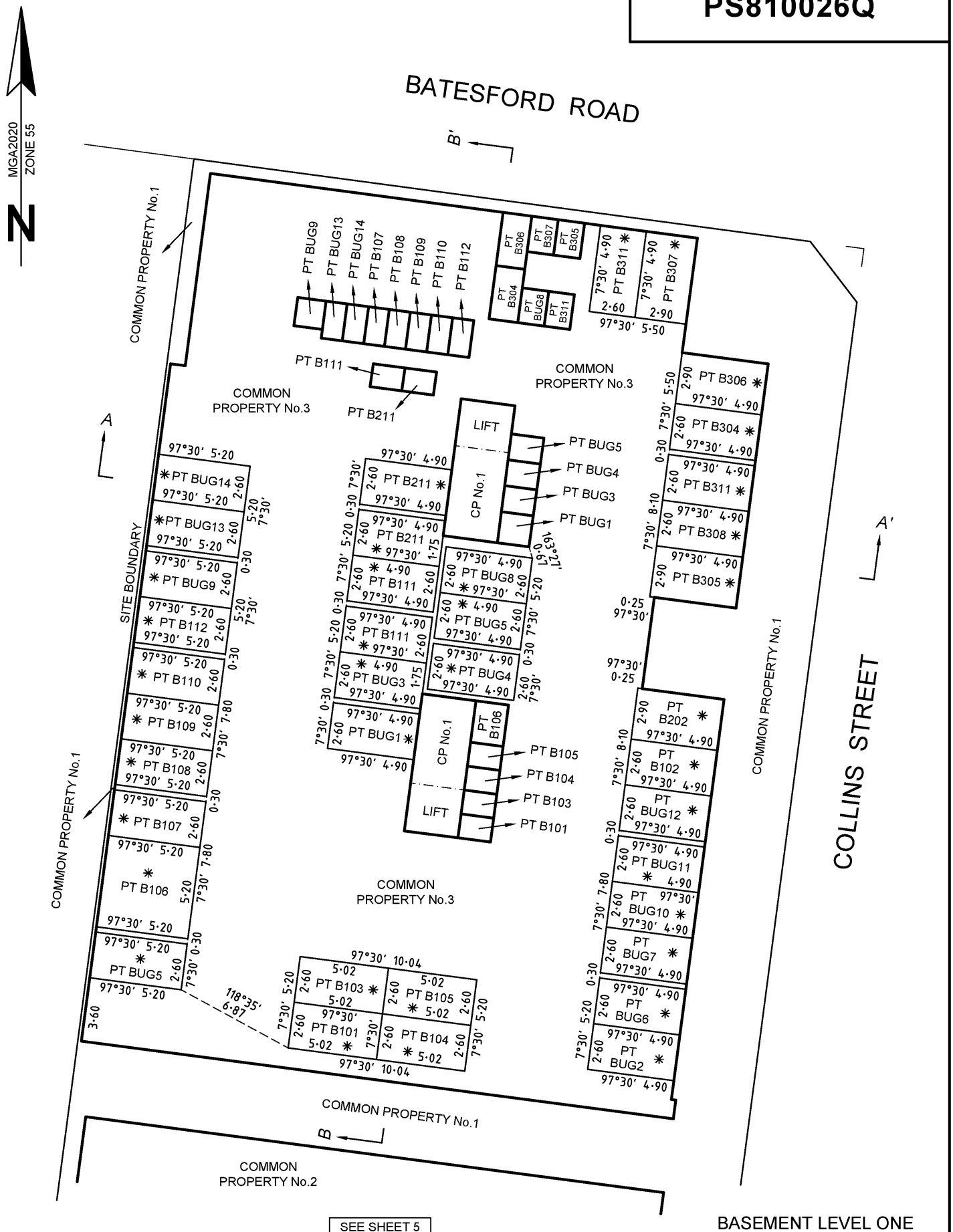


BASEMENT LEVEL TWO
DIAGRAM 1

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 3
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q

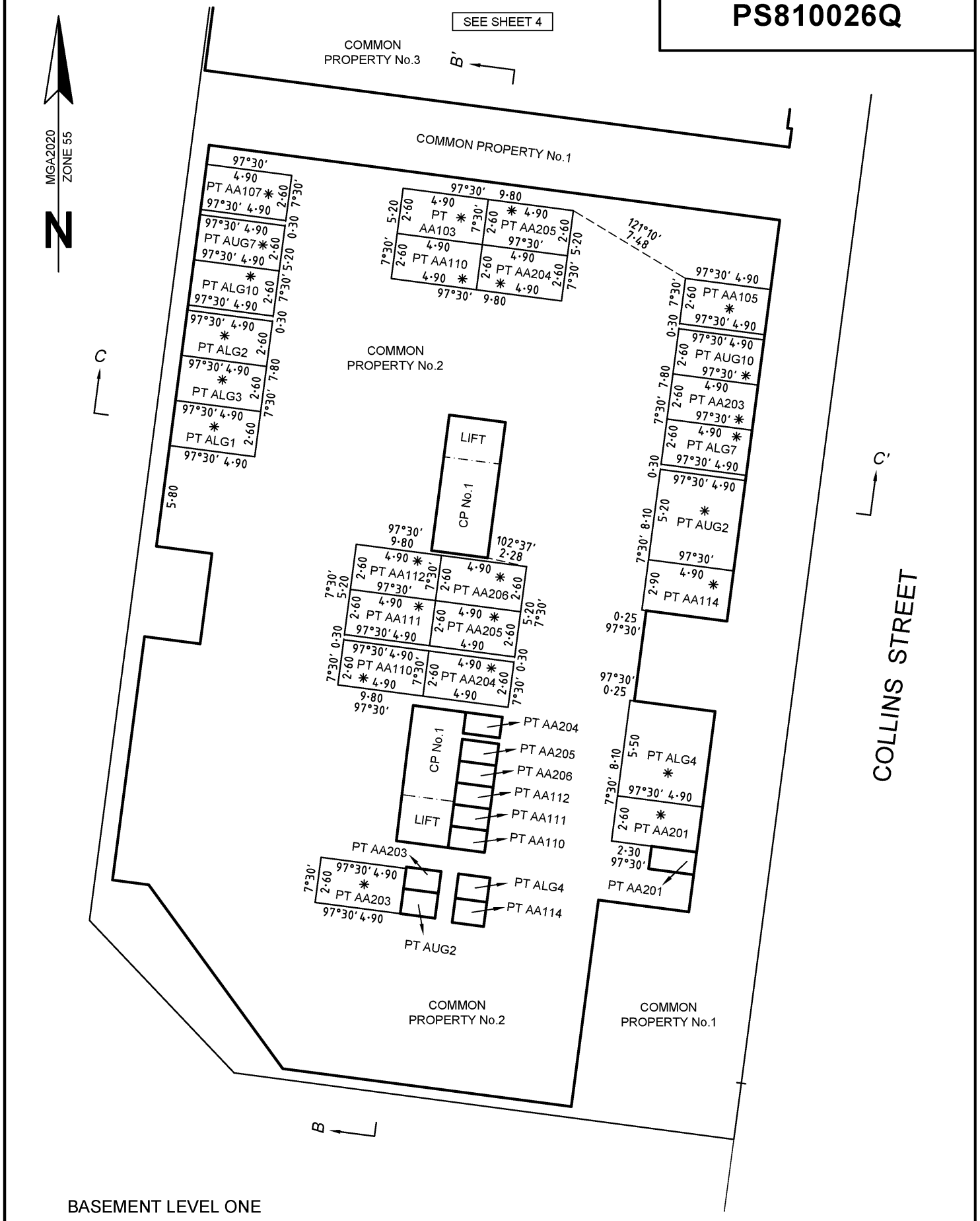


BASEMENT LEVEL ONE
DIAGRAM 2

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
			SHEET 4
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

Delivered by LANDATA®, timestamp 15/09/2022 13:59 Page 5 of 20

PS810026Q



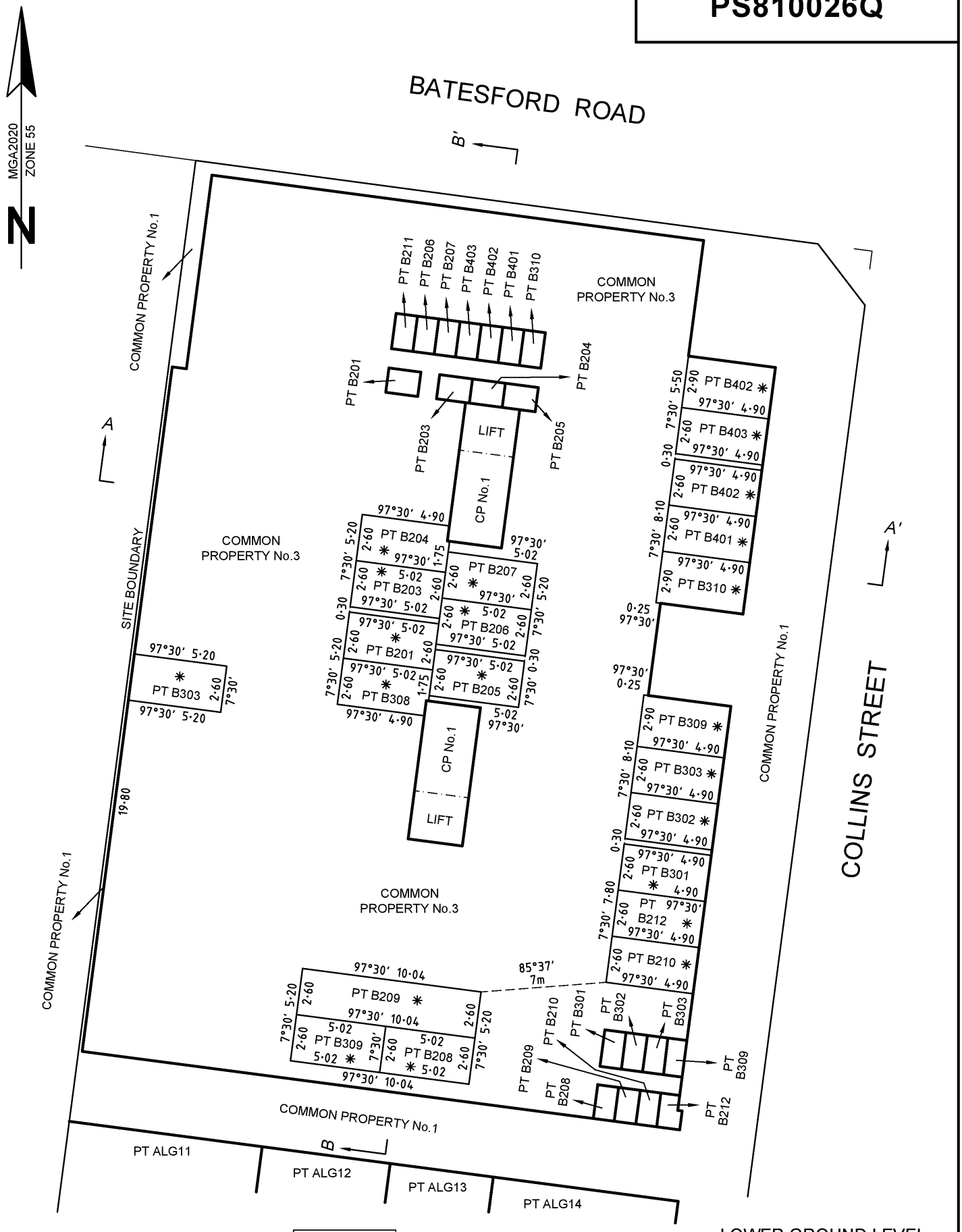
BASEMENT LEVEL ONE

DIAGRAM 3

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 5
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

Delivered by LANDATA®, timestamp 15/09/2022 14:00 Page 6 of 20

PS810026Q

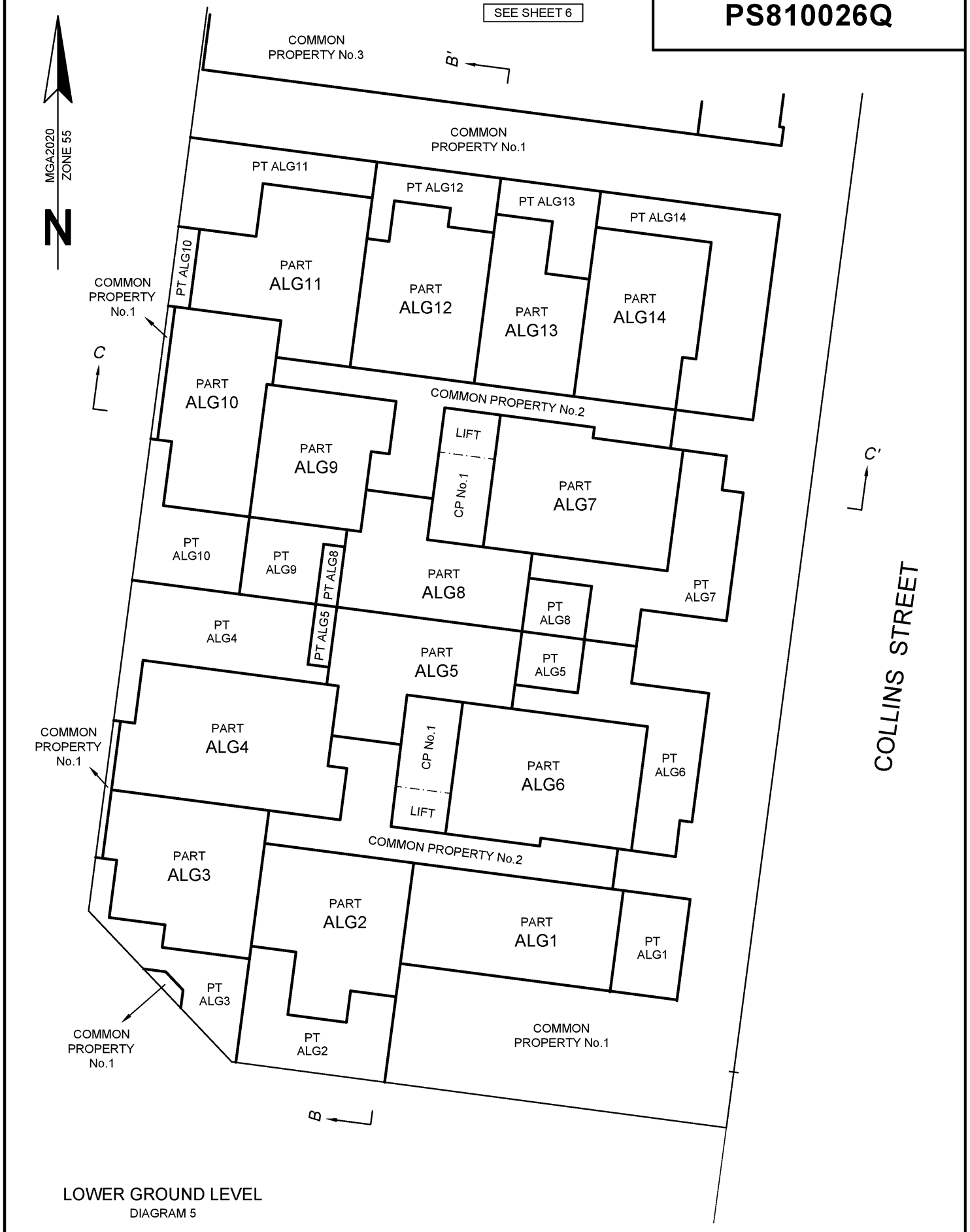


LOWER GROUND LEVEL
DIAGRAM 4

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 6
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q

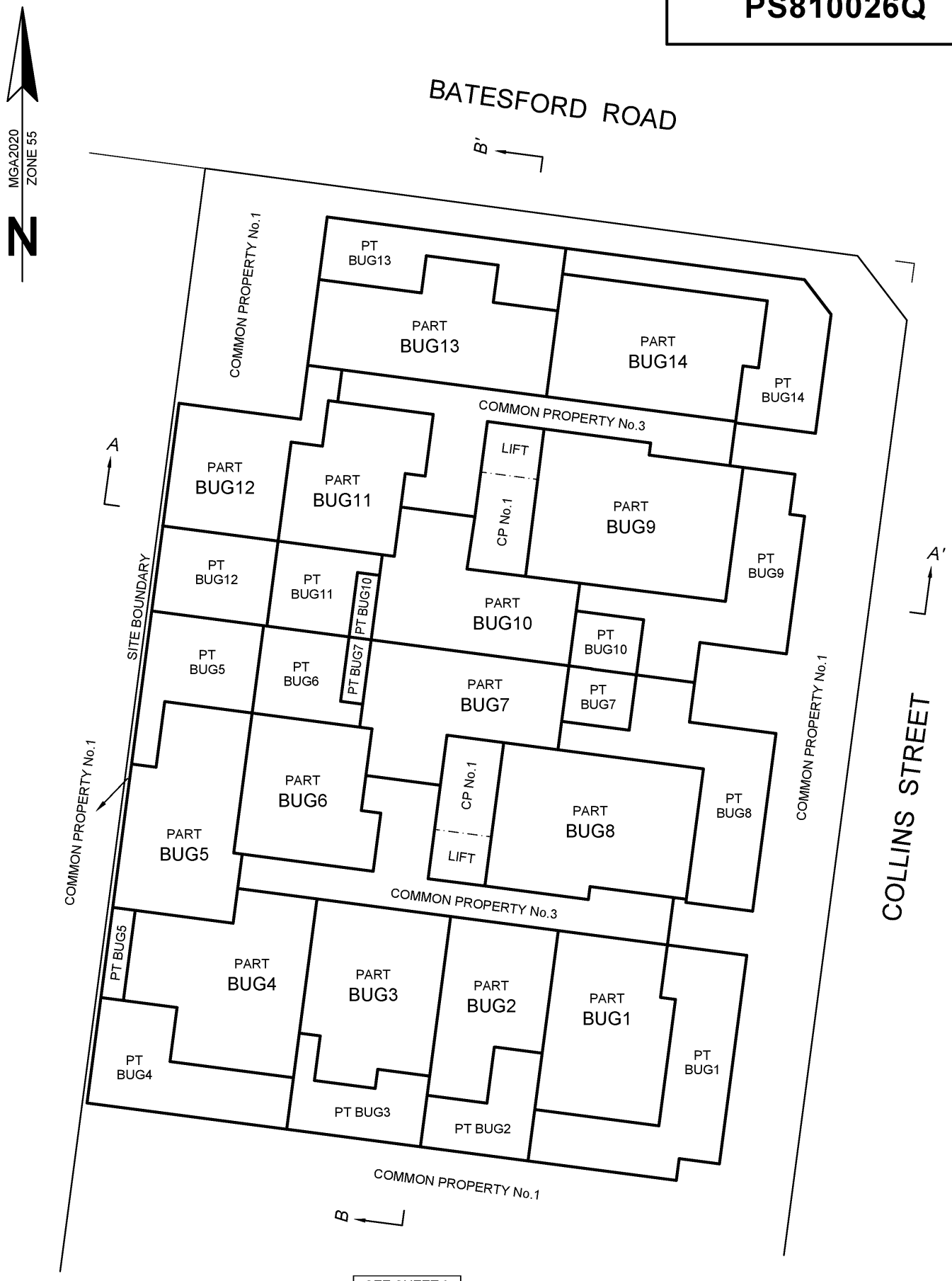


LOWER GROUND LEVEL
DIAGRAM 5

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 7
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q



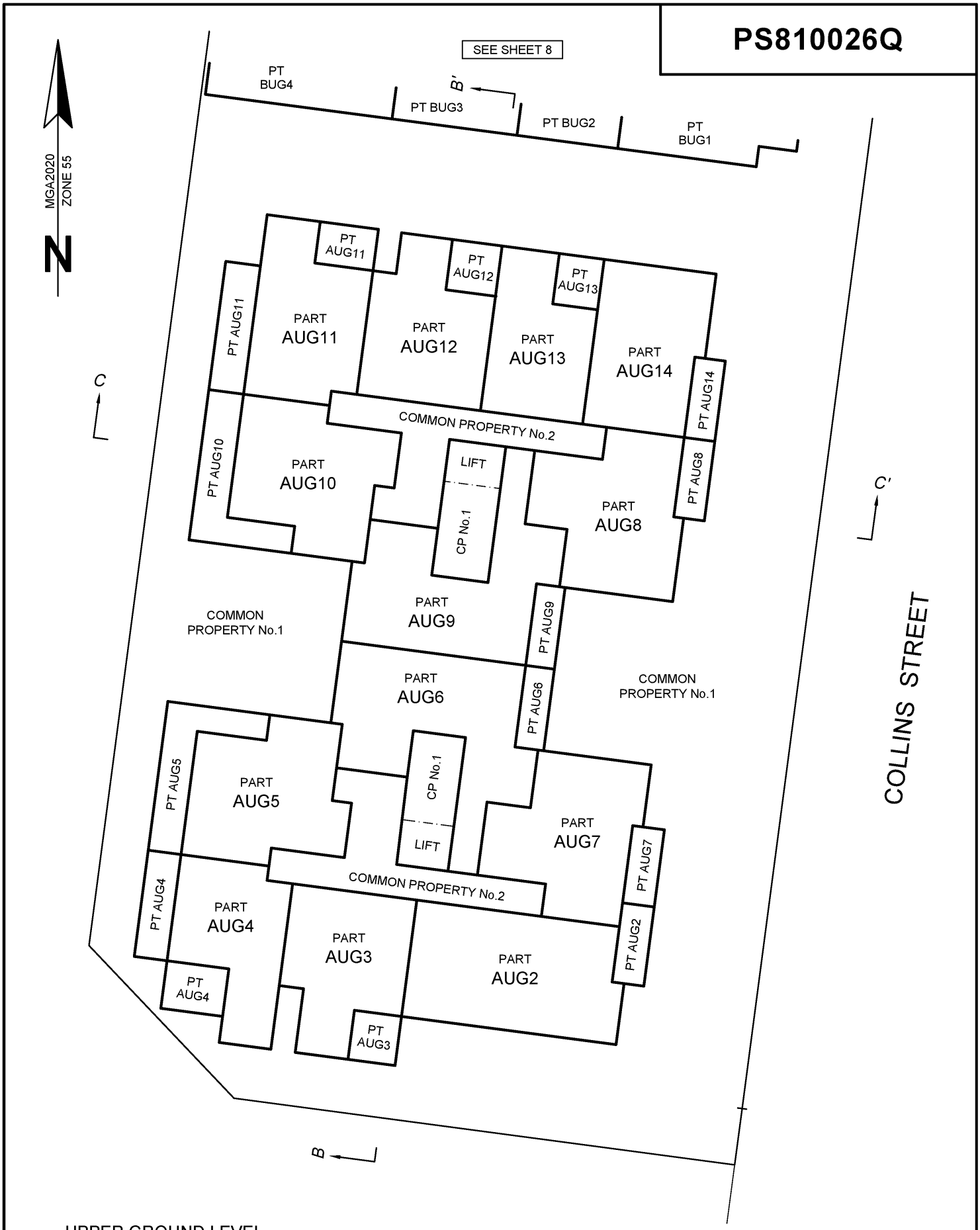
SEE SHEET 9

UPPER GROUND LEVEL
DIAGRAM 6

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED			
	66928	VERSION: 10		

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PS810026Q

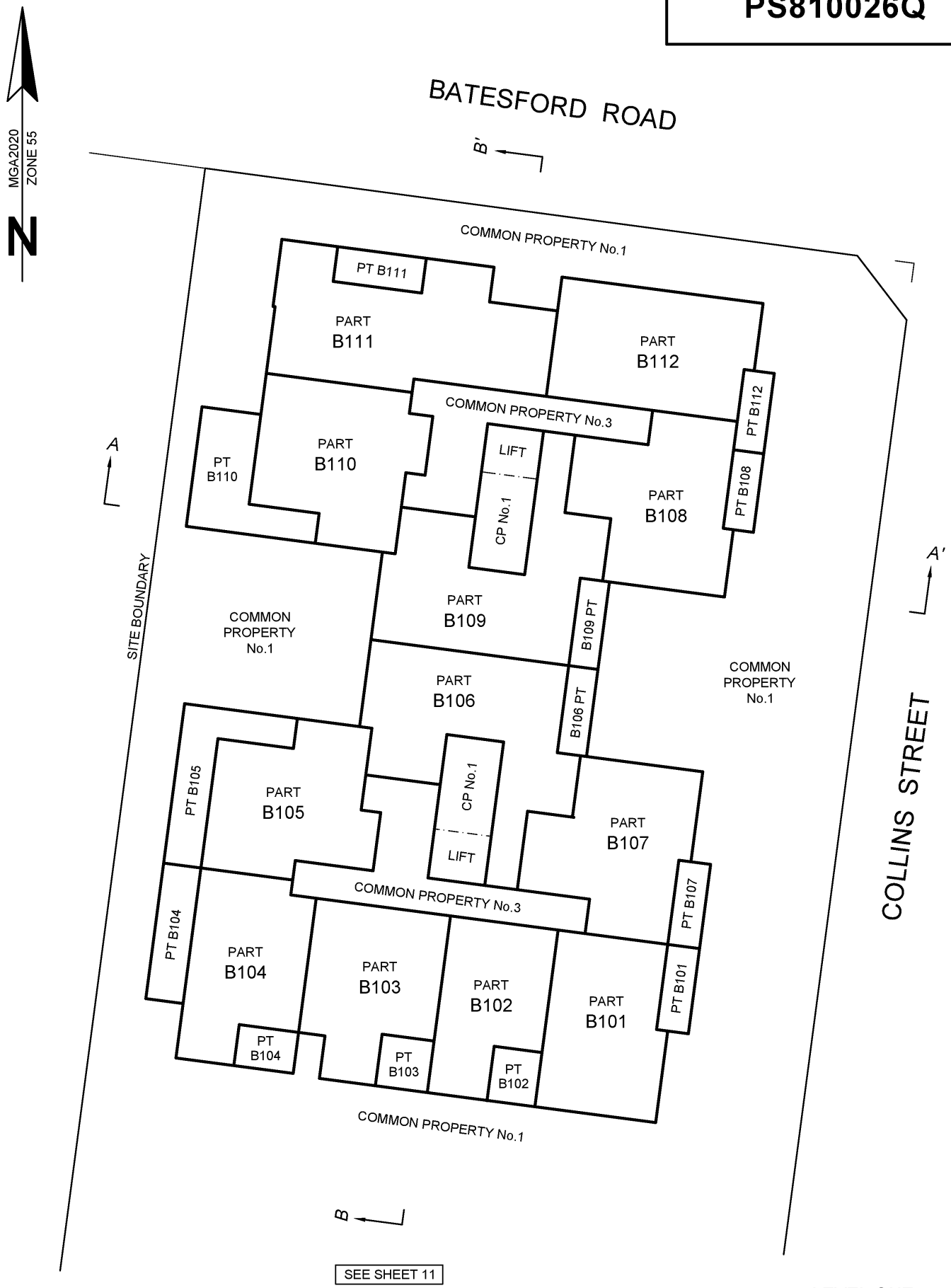


UPPER GROUND LEVEL
DIAGRAM 7

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 9
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q



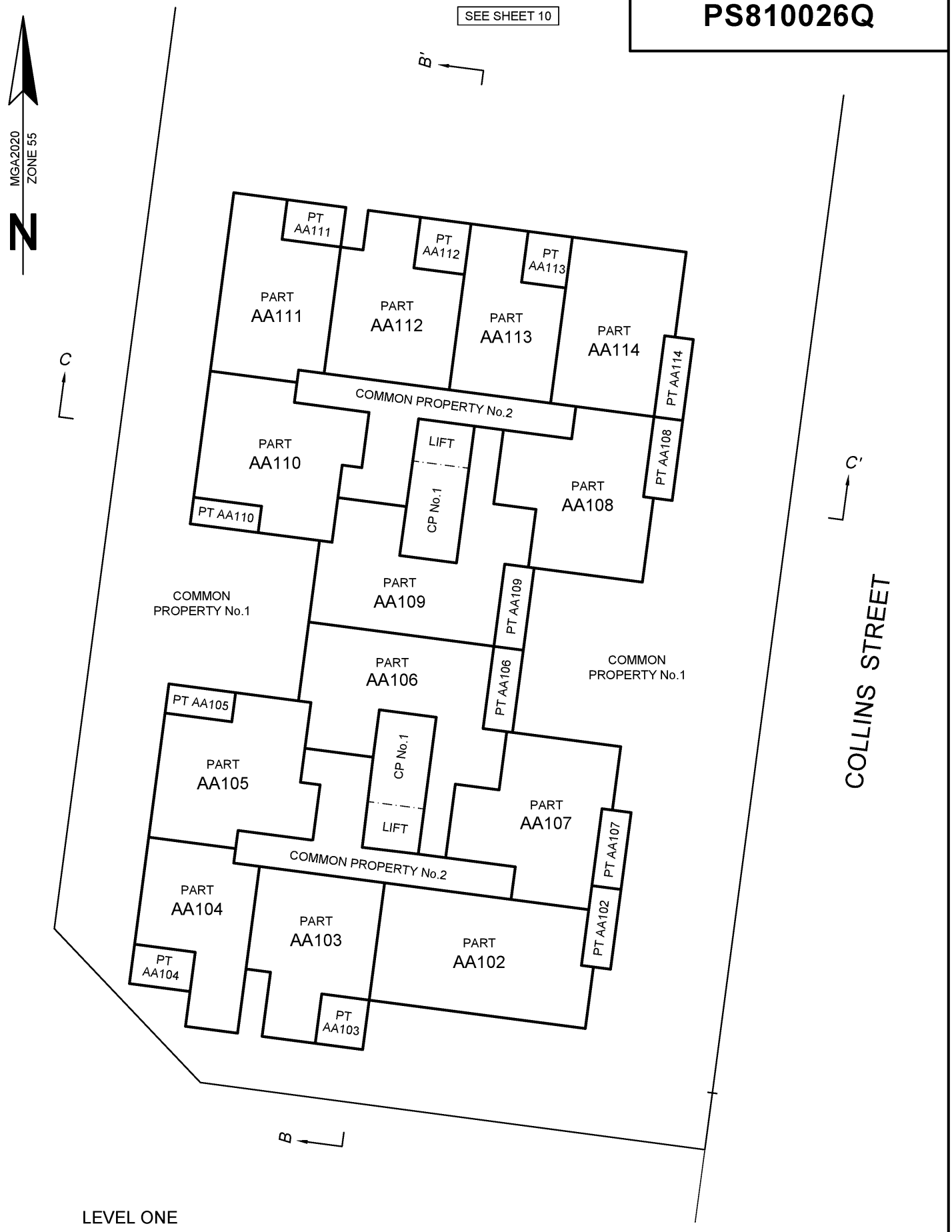
LEVEL ONE
DIAGRAM 8

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 10
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q

SEE SHEET 10

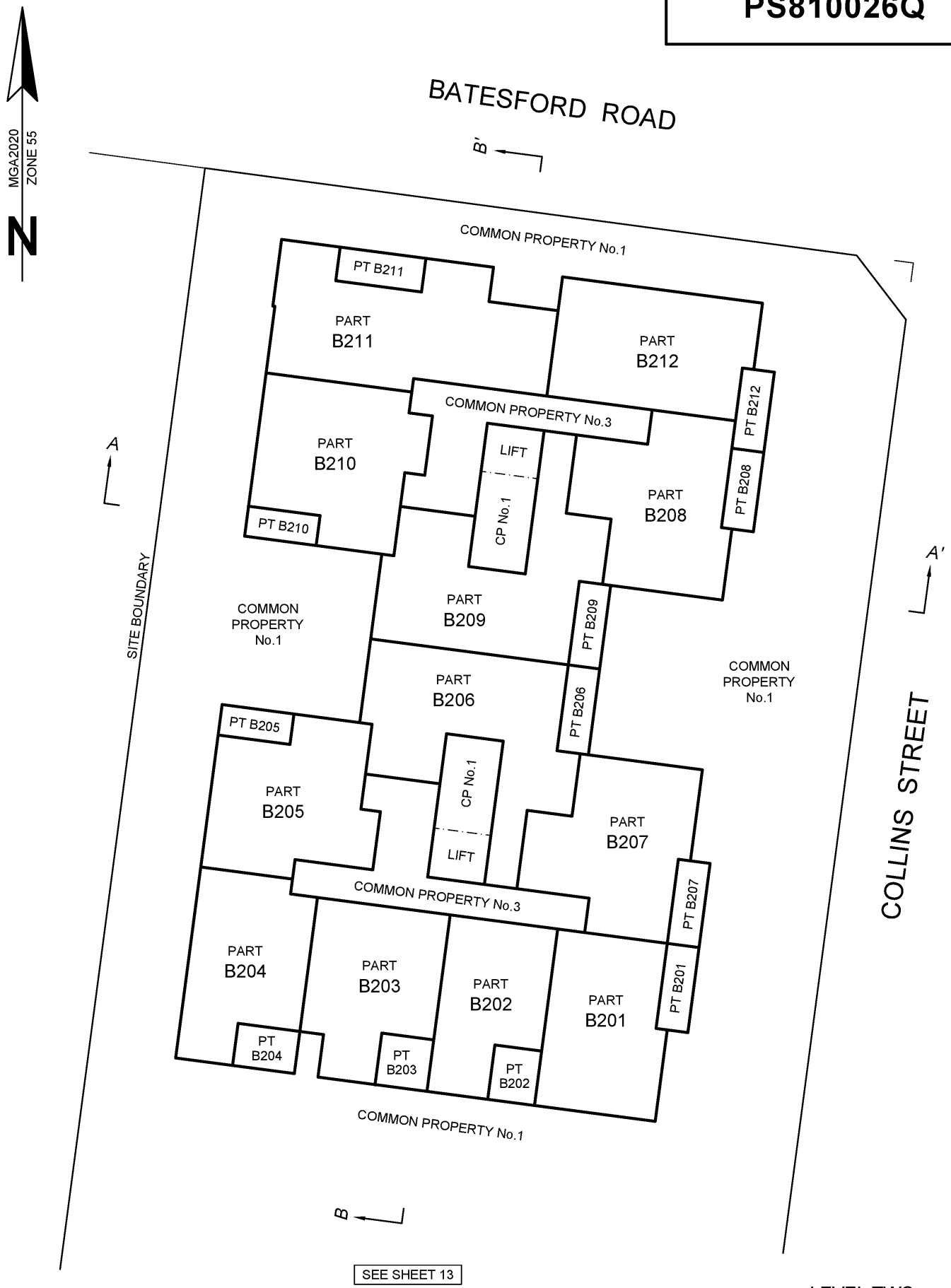


LEVEL ONE
DIAGRAM 9

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 11
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q



SEE SHEET 13

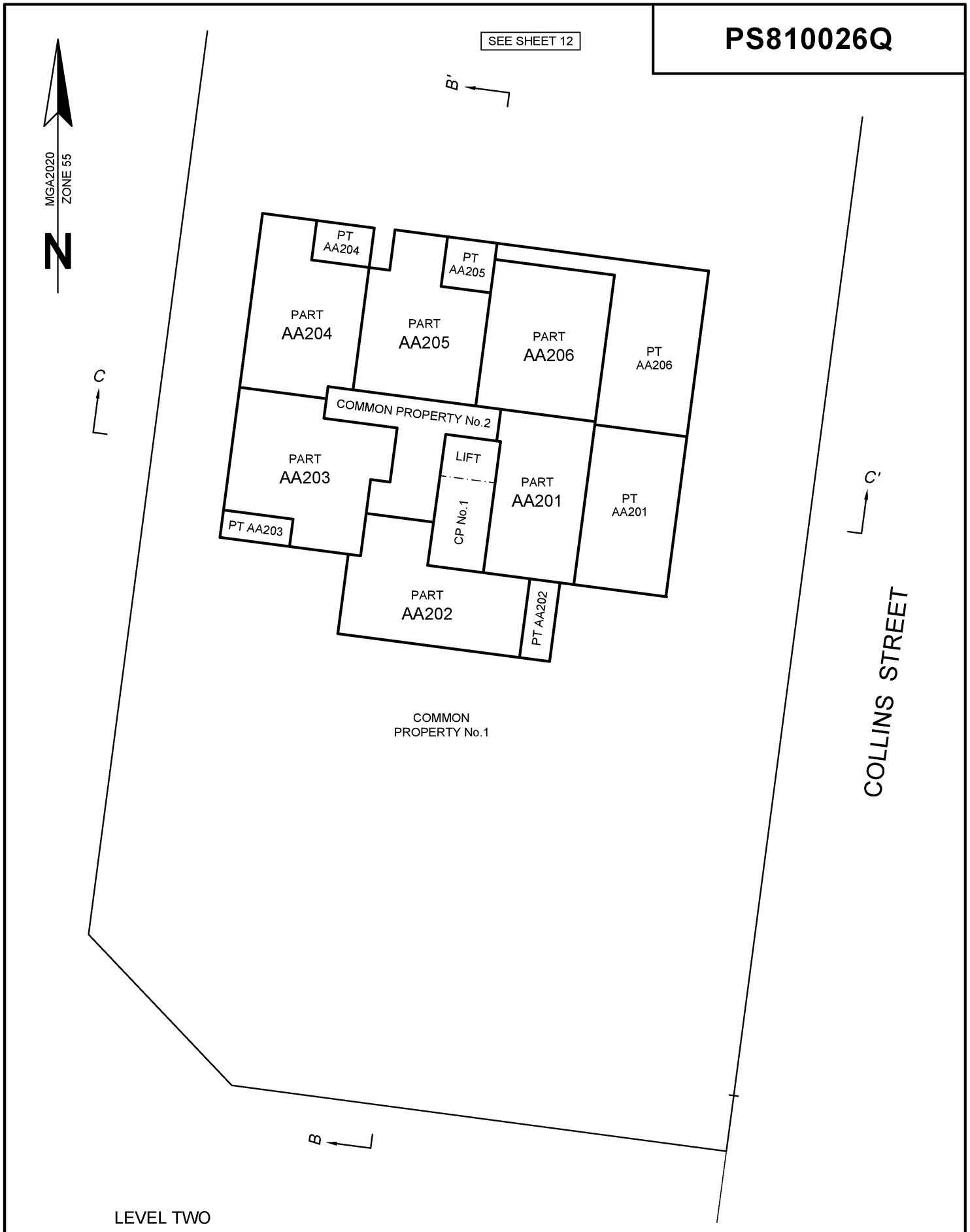
LEVEL TWO
DIAGRAM 10

Intrax LAND

SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 12
LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED			
66928	VERSION: 10		

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PS810026Q

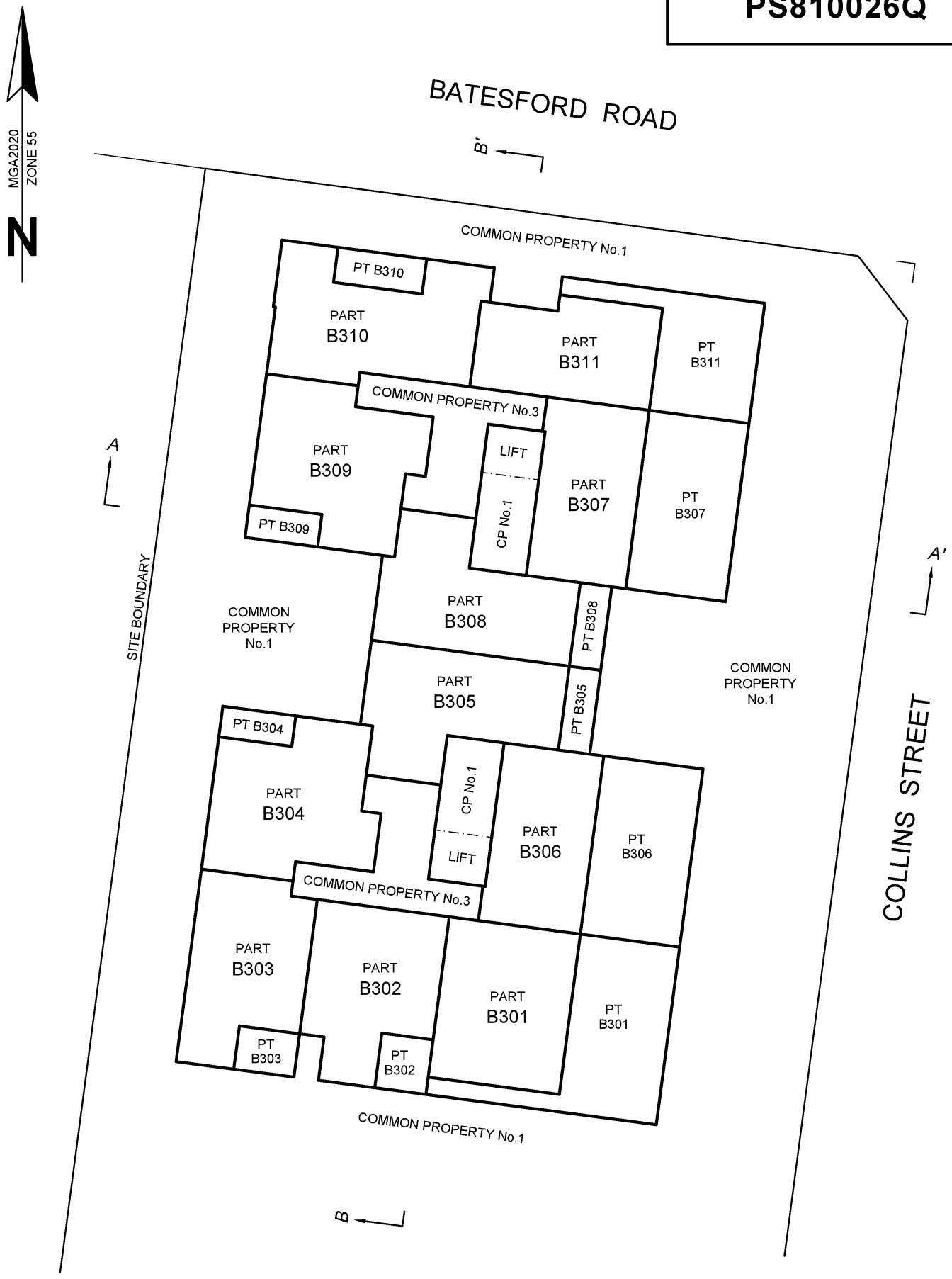


LEVEL TWO
DIAGRAM 11

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 13
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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PS810026Q

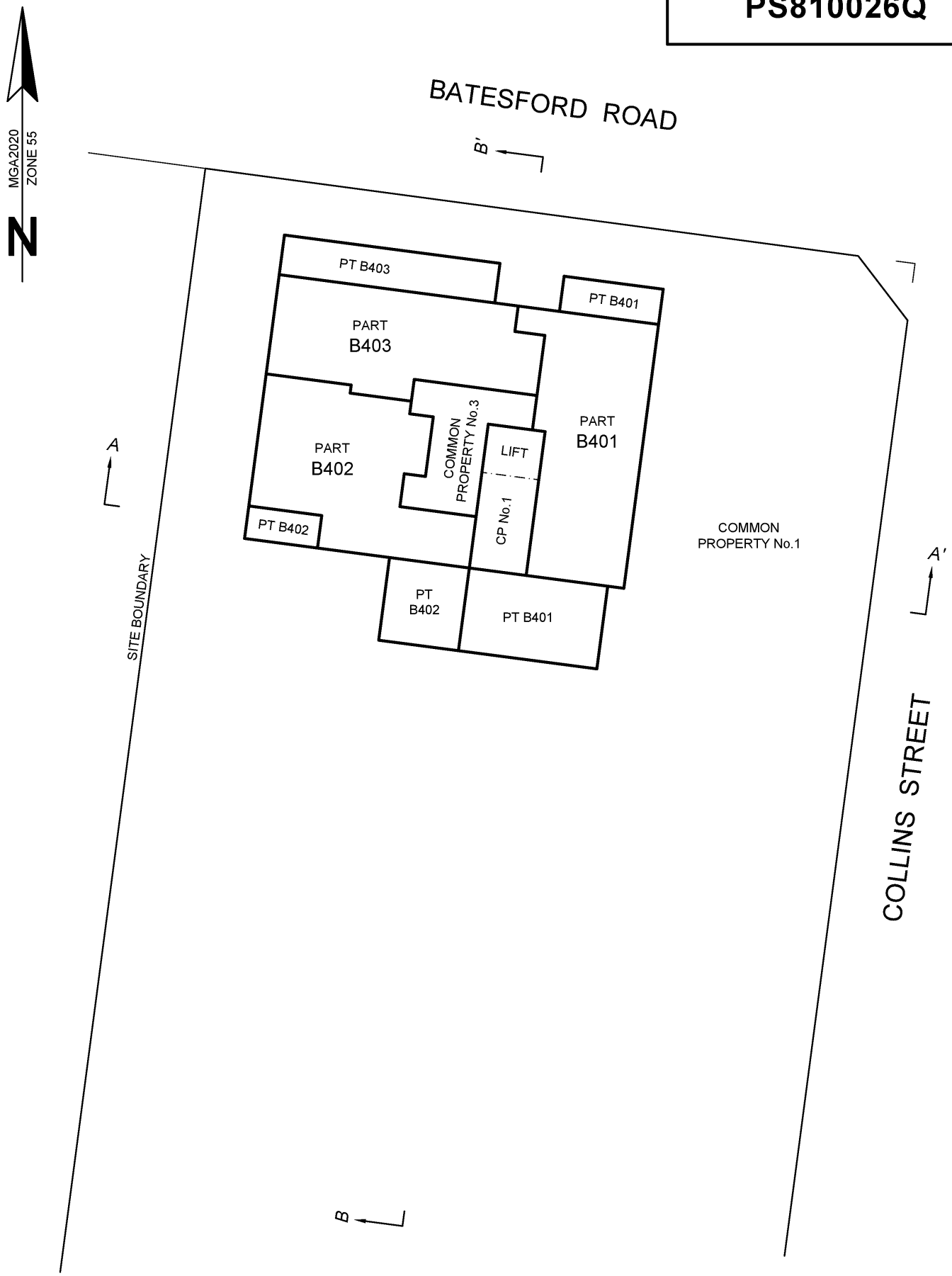


LEVEL THREE
DIAGRAM 12

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 14
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

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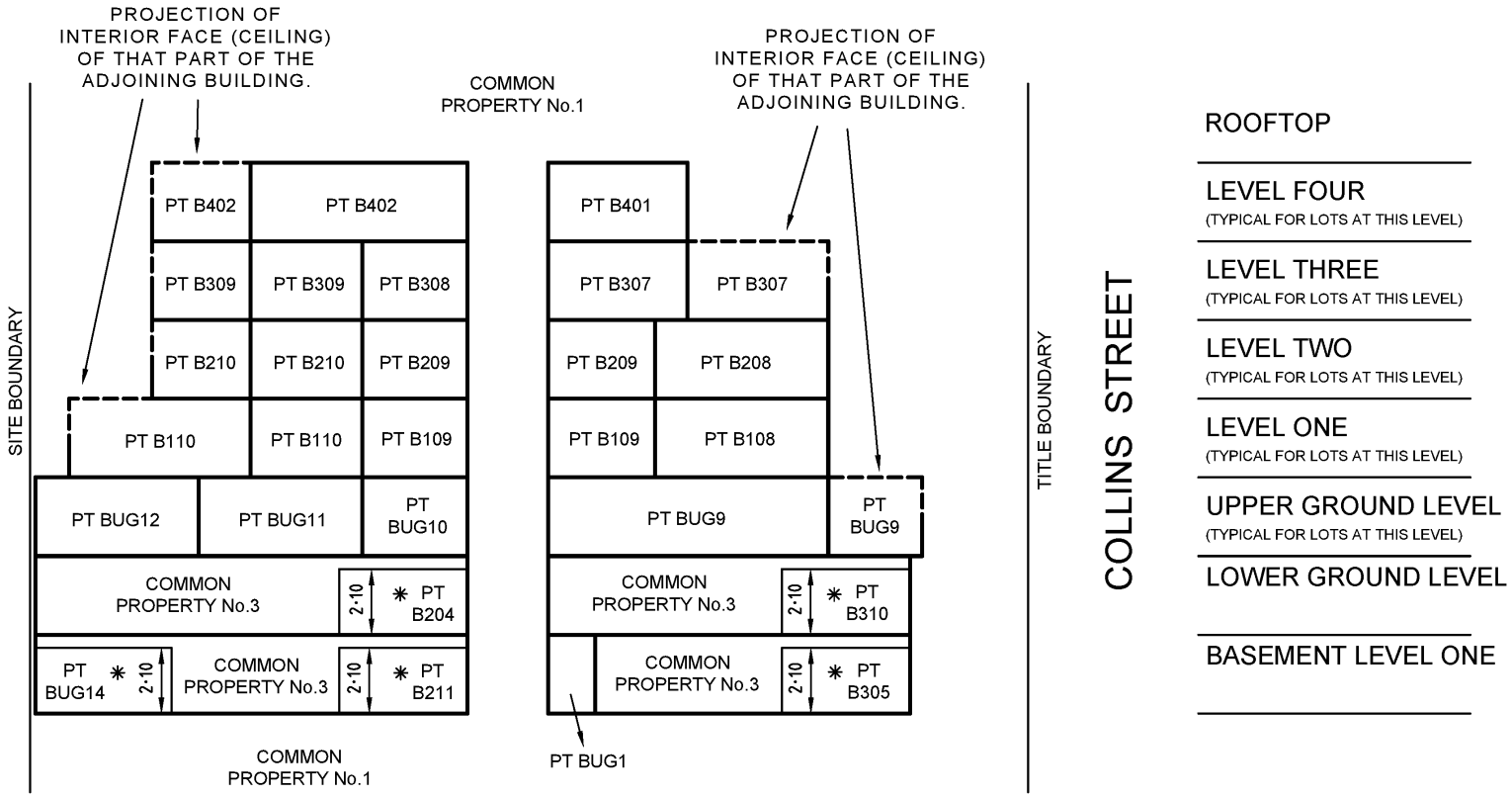
PS810026Q



LEVEL FOUR
DIAGRAM 13

Intrax LAND	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 15
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED		
	66928	VERSION: 10	

PS810026Q



SECTION A - A'

The lower boundary of those parts of the lots marked with an asterisk (*) is the upper surface of that part of the finished pavement.

The upper boundary of those parts of the lots marked with an asterisk (*) is 2.10 metres above the finished pavement.

Intrax LAND

SCALE N.T.S	NOT TO SCALE	ORIGINAL SHEET SIZE: A3	SHEET 16
LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED			
66928	VERSION: 10		

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PS810026Q

ROOFTOP

LEVEL FOUR
(TYPICAL FOR LOTS AT THIS LEVEL)

LEVEL THREE
(TYPICAL FOR LOTS AT THIS LEVEL)

LEVEL TWO
(TYPICAL FOR LOTS AT THIS LEVEL)

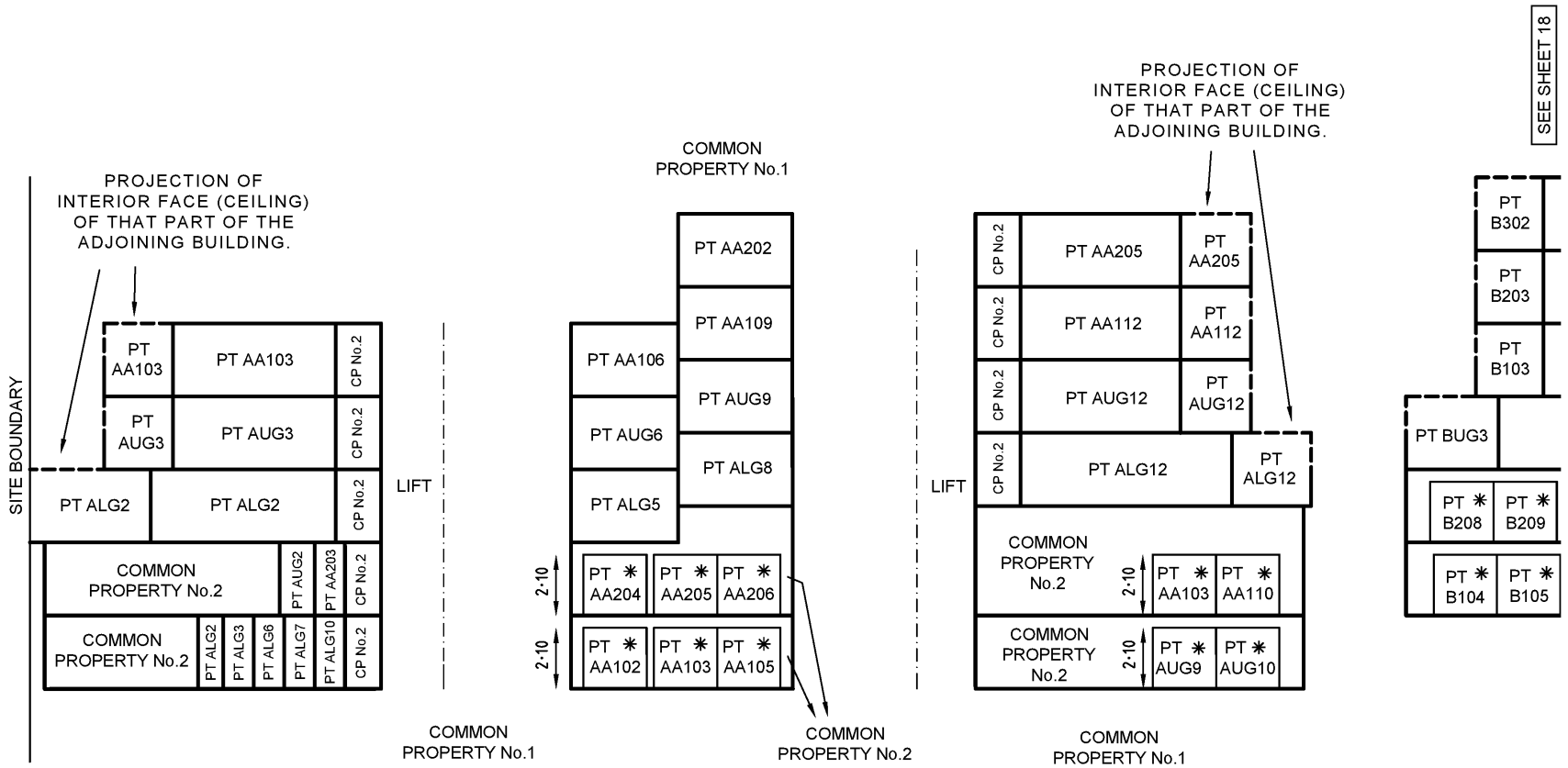
LEVEL ONE
(TYPICAL FOR LOTS AT THIS LEVEL)

UPPER GROUND LEVEL
(TYPICAL FOR LOTS AT THIS LEVEL)

LOWER GROUND LEVEL
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))

BASEMENT LEVEL ONE
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))

BASEMENT LEVEL TWO
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))



SECTION B - B'

The lower boundary of those parts of the lots marked with an asterisk (✳) is the upper surface of that part of the finished pavement.

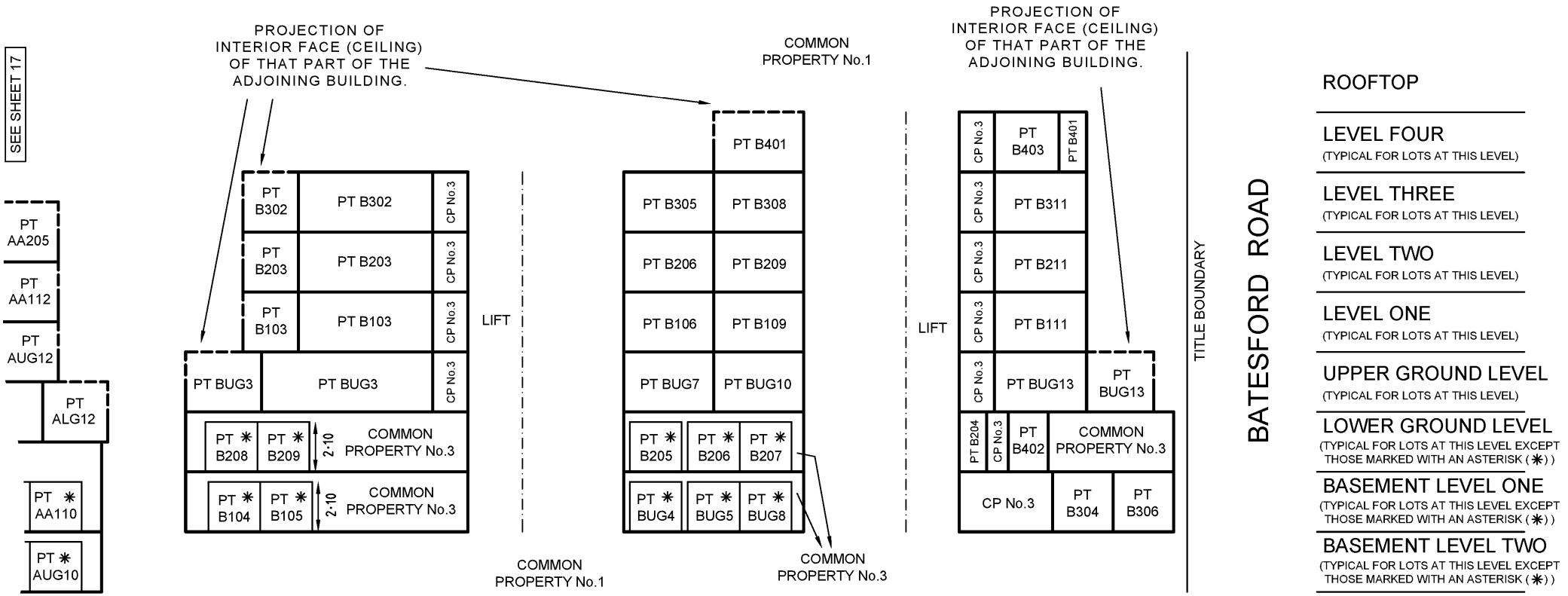
The upper boundary of those parts of the lots marked with an asterisk (✳) is 2.10 metres above the finished pavement.

Intrax LAND

SCALE N.T.S	NOT TO SCALE	ORIGINAL SHEET SIZE: A3	SHEET 17
LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED			
66928	VERSION: 10		

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PS810026Q



ROOFTOP

LEVEL FOUR
(TYPICAL FOR LOTS AT THIS LEVEL)

LEVEL THREE
(TYPICAL FOR LOTS AT THIS LEVEL)

LEVEL TWO
(TYPICAL FOR LOTS AT THIS LEVEL)

LEVEL ONE
(TYPICAL FOR LOTS AT THIS LEVEL)

UPPER GROUND LEVEL
(TYPICAL FOR LOTS AT THIS LEVEL)

LOWER GROUND LEVEL
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))

BASEMENT LEVEL ONE
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))

BASEMENT LEVEL TWO
(TYPICAL FOR LOTS AT THIS LEVEL EXCEPT THOSE MARKED WITH AN ASTERISK (✳))

SECTION B - B'

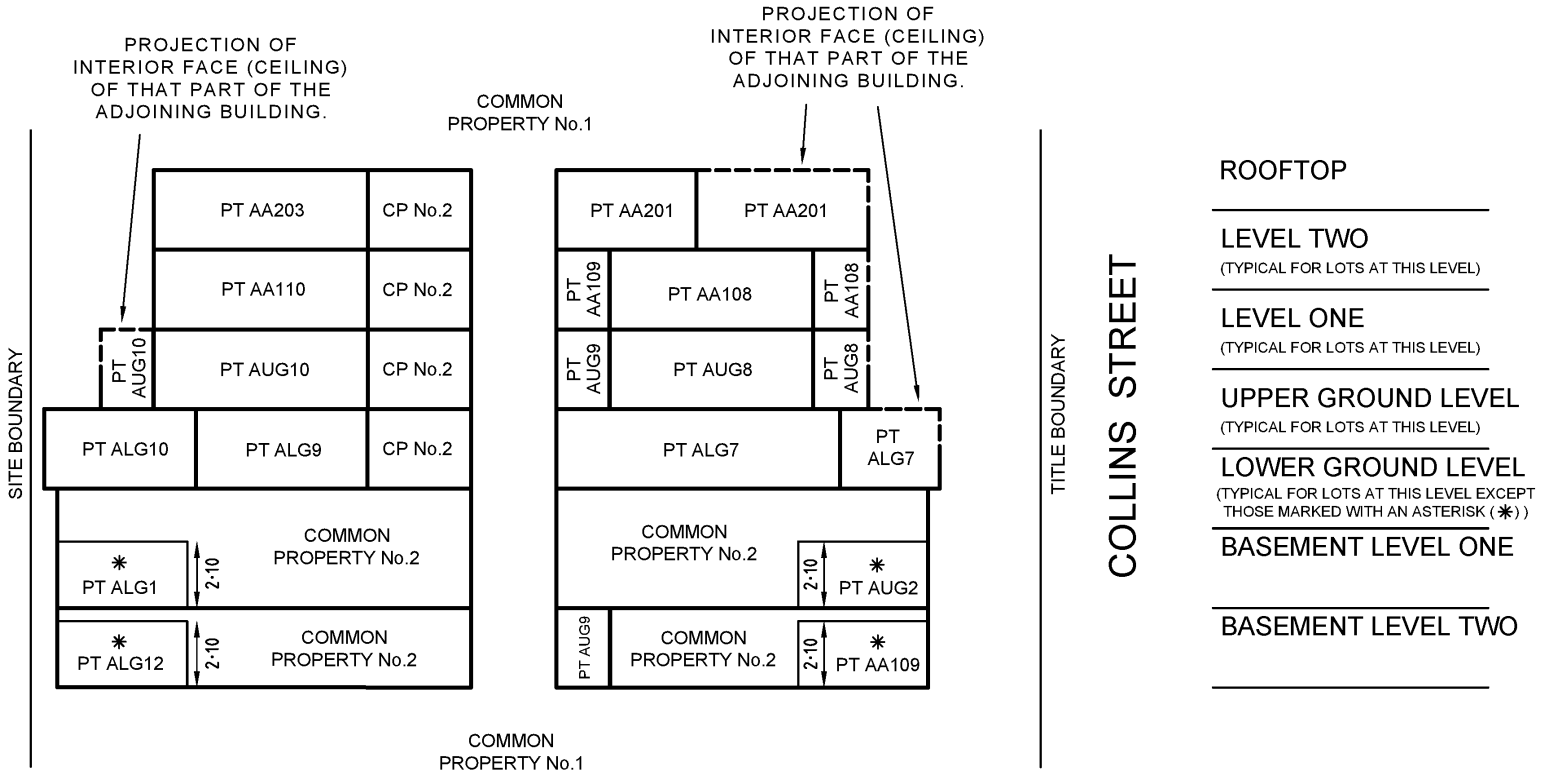
The lower boundary of those parts of the lots marked with an asterisk (✳) is the upper surface of that part of the finished pavement.

The upper boundary of those parts of the lots marked with an asterisk (✳) is 2.10 metres above the finished pavement.

Intrax LAND

SCALE N.T.S	NOT TO SCALE	ORIGINAL SHEET SIZE: A3	SHEET 18
LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED			
66928	VERSION: 10		

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SECTION C - C'

The lower boundary of those parts of the lots marked with an asterisk (*) is the upper surface of that part of the finished pavement.

The upper boundary of those parts of the lots marked with an asterisk (*) is 2.10 metres above the finished pavement.

Intrax LAND	SCALE N.T.S. — NOT TO SCALE	ORIGINAL SHEET SIZE: A3	SHEET 19
	LICENSED SURVEYOR: RODNEY LEIGH OLSEN DIGITALLY SIGNED 66928 VERSION: 10		

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS810026Q

MASTER PLAN (STAGE 1) REGISTERED DATE 18/12/2020 TIME 12.28

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS ALG1 TO ALG14. AUG2 TO AUG14, AA102 TO AA114,AA201 TO AA206 COMMON	STAGE PLAN	PS810026Q/S2	21/12/20	2	IRM
LOT AA110		RECTIFICATION	AU511337T	29/06/21	3	R.J.M

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS810026Q

The land in PS810026Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots AA102, AA103, AA104, AA105, AA106, AA107, AA108, AA109, AA110, AA111, AA112, AA113, AA114, AA201, AA202, AA203, AA204, AA205, AA206, ALG1, ALG2, ALG3, ALG4, ALG5, ALG6, ALG7, ALG8, ALG9, ALG10, ALG11, ALG12, ALG13, ALG14, AUG2, AUG3, AUG4, AUG5, AUG6, AUG7, AUG8, AUG9, AUG10, AUG11, AUG12, AUG13, AUG14, B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B211, B212, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B311, B401, B402, B403, BUG1, BUG2, BUG3, BUG4, BUG5, BUG6, BUG7, BUG8, BUG9, BUG10, BUG11, BUG12, BUG13, BUG14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

72-76 BATESFORD ROAD CHADSTONE VIC 3148

OC050618W 18/12/2020

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC050621J 18/12/2020

Additional Owners Corporation Information:

OC050618W 18/12/2020

Notations:

Only the members of Owners Corporation No. 3 are entitled to use Common Property No. 3 Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot AA102	123	123
Lot AA103	85	85
Lot AA104	80	80
Lot AA105	98	98
Lot AA106	120	120
Lot AA107	98	98
Lot AA108	100	100
Lot AA109	120	120
Lot AA110	98	98
Lot AA111	87	87
Lot AA112	87	87
Lot AA113	73	73
Lot AA114	91	91
Lot AA201	91	91
Lot AA202	88	88
Lot AA203	98	98
Lot AA204	88	88
Lot AA205	87	87
Lot AA206	107	107
Lot ALG1	114	114
Lot ALG2	116	116
Lot ALG3	114	114
Lot ALG4	156	156
Lot ALG5	91	91
Lot ALG6	135	135
Lot ALG7	136	136
Lot ALG8	91	91
Lot ALG9	85	85
Lot ALG10	112	112

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VICTORIA State Government

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot ALG11	134	134
Lot ALG12	110	110
Lot ALG13	85	85
Lot ALG14	121	121
Lot AUG2	123	123
Lot AUG3	85	85
Lot AUG4	84	84
Lot AUG5	104	104
Lot AUG6	120	120
Lot AUG7	98	98
Lot AUG8	100	100
Lot AUG9	120	120
Lot AUG10	104	104
Lot AUG11	92	92
Lot AUG12	87	87
Lot AUG13	73	73
Lot AUG14	91	91
Lot B101	91	91
Lot B102	73	73
Lot B103	87	87
Lot B104	92	92
Lot B105	104	104
Lot B106	120	120
Lot B107	100	100
Lot B108	98	98
Lot B109	120	120
Lot B110	111	111
Lot B111	133	133
Lot B112	106	106

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OWNERS CORPORATION 1
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B201	91	91
Lot B202	73	73
Lot B203	87	87
Lot B204	87	87
Lot B205	98	98
Lot B206	120	120
Lot B207	100	100
Lot B208	98	98
Lot B209	120	120
Lot B210	102	102
Lot B211	133	133
Lot B212	106	106
Lot B301	107	107
Lot B302	87	87
Lot B303	87	87
Lot B304	98	98
Lot B305	88	88
Lot B306	91	91
Lot B307	91	91
Lot B308	88	88
Lot B309	98	98
Lot B310	103	103
Lot B311	88	88
Lot B401	133	133
Lot B402	122	122
Lot B403	114	114
Lot BUG1	112	112
Lot BUG2	78	78
Lot BUG3	102	102

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OWNERS CORPORATION 1
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot BUG4	121	121
Lot BUG5	112	112
Lot BUG6	85	85
Lot BUG7	91	91
Lot BUG8	136	136
Lot BUG9	136	136
Lot BUG10	91	91
Lot BUG11	77	77
Lot BUG12	83	83
Lot BUG13	112	112
Lot BUG14	119	119
Total	**10000.00**	**10000.00**

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

Statement End.

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Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS810026Q

The land in PS810026Q is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B211, B212, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B311, B401, B402, B403, BUG1, BUG2, BUG3, BUG4, BUG5, BUG6, BUG7, BUG8, BUG9, BUG10, BUG11, BUG12, BUG13, BUG14.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

72-76 BATESFORD ROAD CHADSTONE VIC 3148

OC050619U 18/12/2020

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC050620L 18/12/2020

Additional Owners Corporation Information:

OC050619U 18/12/2020

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation No. 1 Members of Owners Corporation No. 3 are also affected by Owners Corporation No. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot B101	86	86
Lot B102	69	69
Lot B103	82	82
Lot B104	87	87

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OWNERS CORPORATION 3
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B105	98	98
Lot B106	113	113
Lot B107	94	94
Lot B108	93	93
Lot B109	113	113
Lot B110	104	104
Lot B111	125	125
Lot B112	100	100
Lot B201	86	86
Lot B202	69	69
Lot B203	82	82
Lot B204	82	82
Lot B205	93	93
Lot B206	113	113
Lot B207	94	94
Lot B208	93	93
Lot B209	113	113
Lot B210	97	97
Lot B211	126	126
Lot B212	100	100
Lot B301	101	101
Lot B302	82	82
Lot B303	82	82
Lot B304	93	93
Lot B305	83	83
Lot B306	86	86
Lot B307	86	86
Lot B308	83	83
Lot B309	93	93

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/09/2022 01:59:36 PM

OWNERS CORPORATION 3
PLAN NO. PS810026Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B310	97	97
Lot B311	83	83
Lot B401	125	125
Lot B402	115	115
Lot B403	107	107
Lot BUG1	106	106
Lot BUG2	74	74
Lot BUG3	96	96
Lot BUG4	114	114
Lot BUG5	106	106
Lot BUG6	80	80
Lot BUG7	85	85
Lot BUG8	129	129
Lot BUG9	128	128
Lot BUG10	85	85
Lot BUG11	73	73
Lot BUG12	78	78
Lot BUG13	105	105
Lot BUG14	113	113
Total	**5000.00**	**5000.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 September 2022 01:53 PM

PROPERTY DETAILS

Address:	**305/19 COLLINS STREET CHADSTONE 3148**
Lot and Plan Number:	**Lot B307 PS810026**
Standard Parcel Identifier (SPI):	**B307\PS810026**
Local Government Area (Council):	**MONASH** www.monash.vic.gov.au
Council Property Number:	**274962**
Planning Scheme:	**Monash** Planning Scheme - Monash
Directory Reference:	**Melway 69 G1**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**BURWOOD**

OTHER

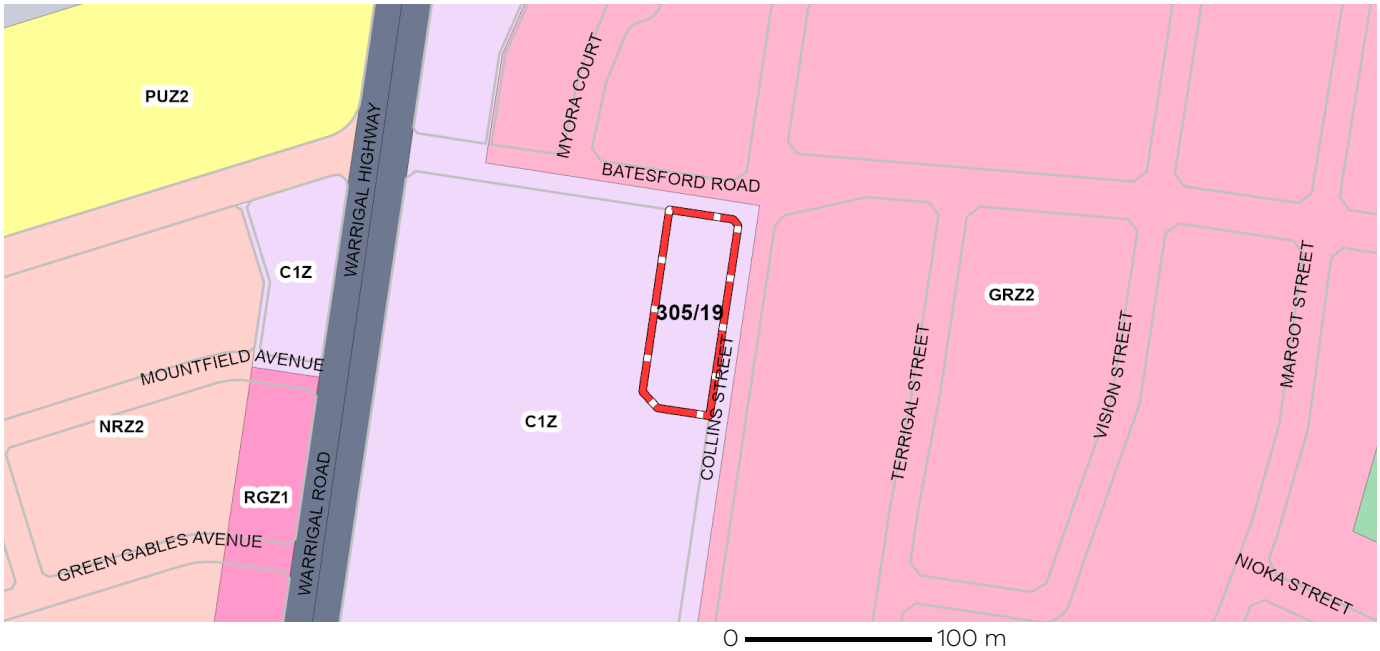
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1	**GRZ - General Residential**	**NRZ - Neighbourhood Residential**
PPRZ - Public Park and Recreation	**PUZ2 - Public Use-Education**	**RGZ - Residential Growth**
TRZ1 - State Transport Infrastructure	**TRZ2 - Principal Road Network**	

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

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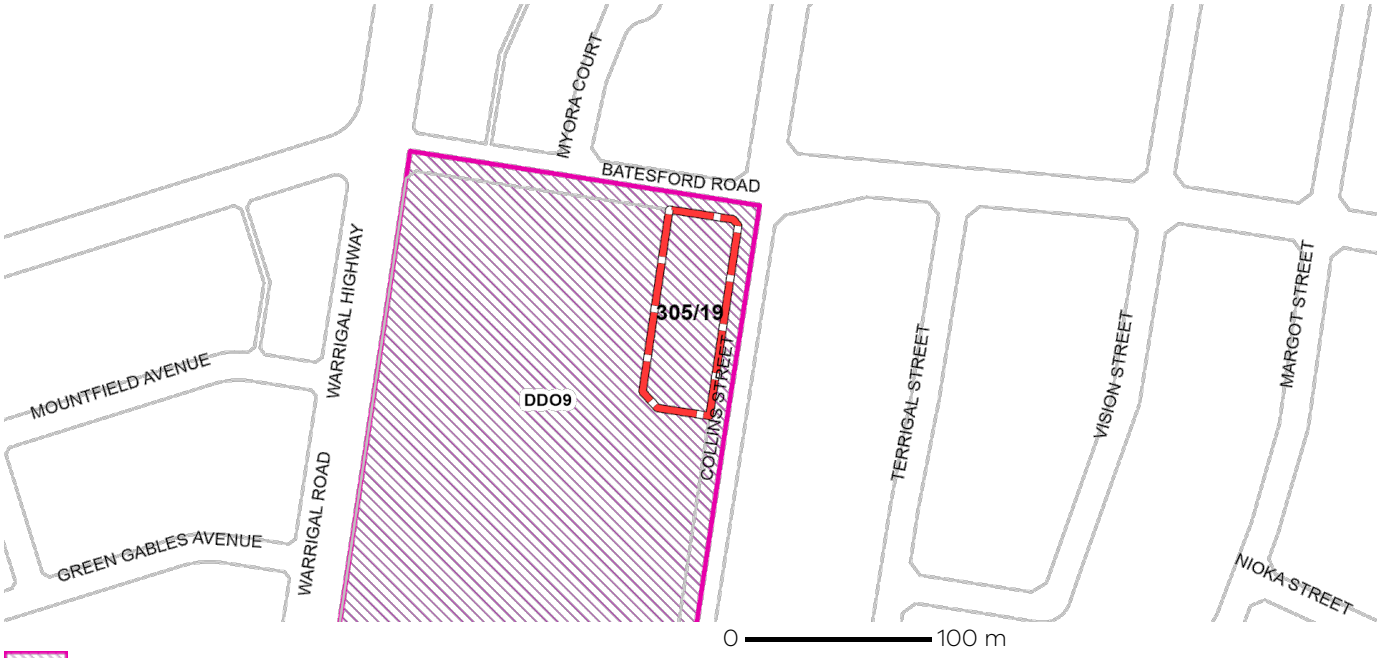
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9 (DDO9)



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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit 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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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 9 September 2022.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 September 2022 01:53 PM

PROPERTY DETAILS

Address:	**305/19 COLLINS STREET CHADSTONE 3148**
Lot and Plan Number:	**Lot B307 PS810026**
Standard Parcel Identifier (SPI):	**B307\PS810026**
Local Government Area (Council):	**MONASH** www.monash.vic.gov.au
Council Property Number:	**274962**
Directory Reference:	**Melway 69 G1**

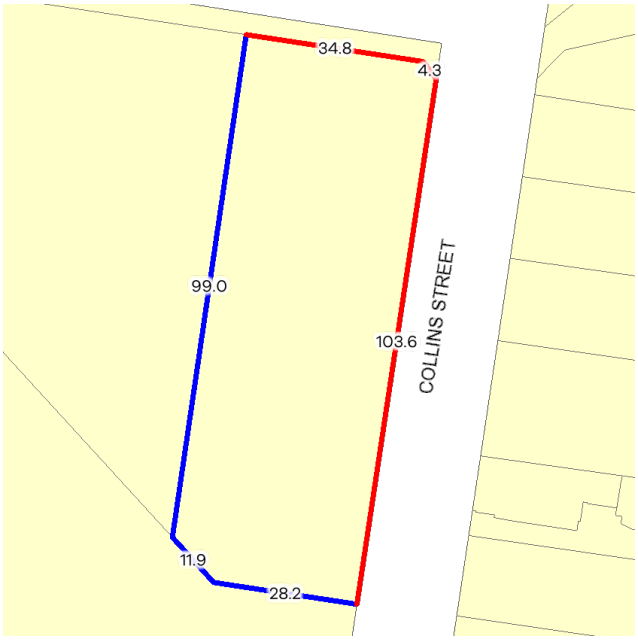
Note: There are 99 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

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

SITE DIMENSIONS

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



Area: 3976 sq. m
Perimeter: 282 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**BURWOOD**

PLANNING INFORMATION

Planning Zone COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9 (DDO9)
ENVIRONMENTAL AUDIT OVERLAY (EAO)

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PROPERTY REPORT

Environment, Land, Water and Planning

Planning scheme data last updated on 14 September 2022.

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

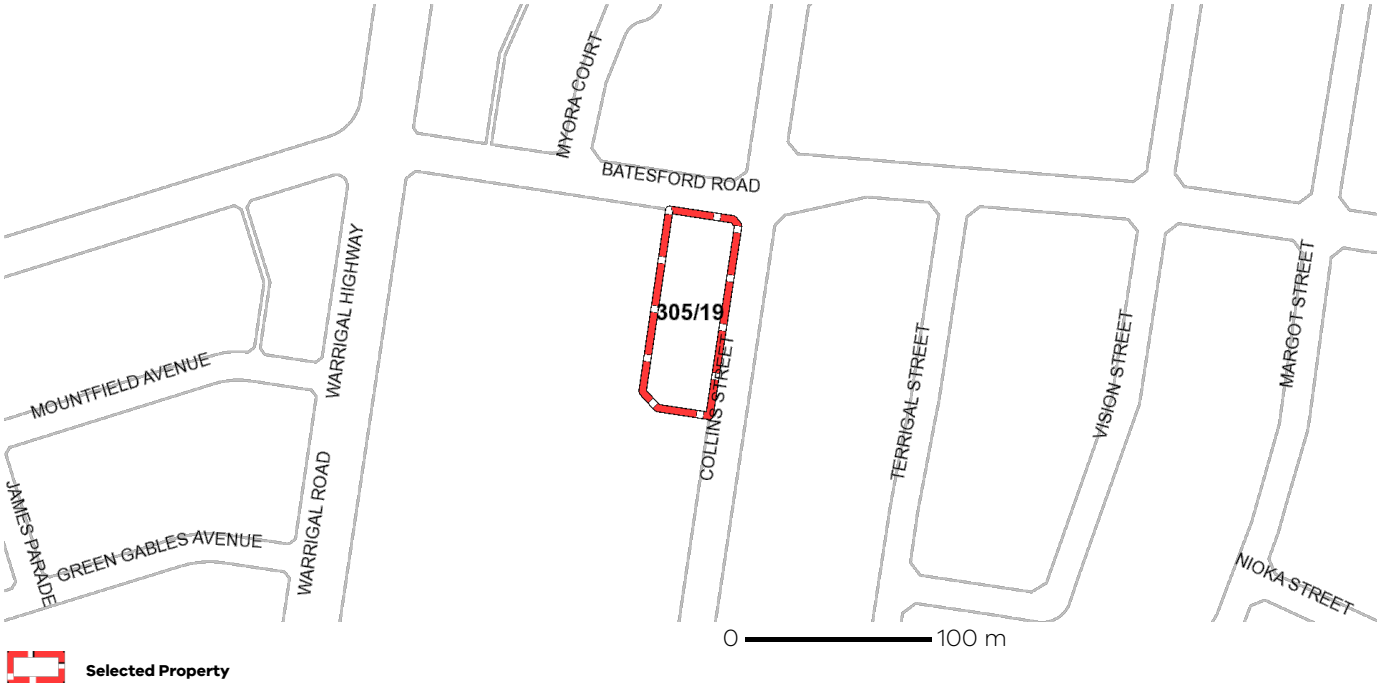
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates 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.vic.gov.au/vicplan

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

Area Map



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Your quarterly bill

Yarra Valley Water

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

Account number	54 7831 2786
Invoice number	5477 8428 38475
Issue date	4 Jul 2022

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: accounts.oakleigh@xynergy.com.au
MR K LEE & MRS W TUNG
C/O Xynergy Realty OAKLEIGH
11 STIRLING CRES
GLEN WAVERLEY VIC 3150

Amount due	Due date
$242.84	**25 Jul 2022**

Summary

UNIT 305 19 COLLINS ST, CHADSTONE

Property Number 5219 697, PS 810026

Product/Service	**Amount**
Water Supply System Charge	$19.90
Sewerage System Charge	$113.69
Yarra Valley Water Total	**$133.59**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$27.65
Annual Parks Charge	$81.60
TOTAL (GST does not apply)	**$242.84**

No water usage has been charged on this account.

Important note
This bill may seem higher than usual, as it includes the annual parks charge.

Payment summary

Last Account	$157.14
Paid/Adjusted	-$157.14
Balance	$0.00
Total this Account	+$242.84
Total Balance	**$242.84**

Yarra Valley Water

How to pay

*3042 547784283847 5

Direct Debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **547809368**

BPAY®
Biller code: **344366**
Ref: **547 8312 7860**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Credit card
Online: **yvw.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**
Biller code: **3042**
Ref: **5477 8428 38475**

MR K LEE & MRS W TUNG

Account number	54 7831 2786
Invoice number	5477 8428 38475
Total due	**$242.84**
Due date	**25 Jul 2022**
Amount paid	$

Detail of charges

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the minimum charge of $81.60.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

Water supply system charge

1 July 2022 - 30 September 2022

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge

1 July 2022 - 30 September 2022

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

Other authority charges

Waterways and drainage charge

1 July 2022 - 30 September 2022

Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Annual parks charge

1 July 2022 - 30 June 2023

Collected on behalf of Parks Victoria 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**

J93322

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit **yvw.com.au/concession.**

Contact us

Enquiries 1300 304 688

Faults and Emergencies 13 27 62 (24hr)

enquiry@yvw.com.au

yvw.com.au

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 4-11 Oct 2022

CITY OF MONASH

2022/2023
RATE & VALUATION NOTICE

Rates, Charges and Levies
For the period 1 July 2022 to 30 June 2023

Click to view "Rates and Valuation Brochure"
Click to view Active Monash Leaflet

Phone: (03) 9518 3555
Email: mail@monash.vic.gov.au
ABN: 23 118 071 457

027-3166 (9416)
XYNERGYRE1

W M Tung and K Lee
C/- Xynergy Realty Oakleigh
19 Station St
OAKLEIGH VIC 3166

ASSESSMENT NO:	**1947449**
Notice Issue Date	11-Jul-22
Date Rates Declared	28-Jun-22
Capital Improved Value (CIV)	$465,000
Site Value	$106,000
Net Annual Value	$23,250

PROPERTY DETAILS

305/19 Collins Street
CHADSTONE VIC 3148
Lot B307 PS 810026 Parish of Mulgrave
Ward - Mount Waverley
Fire Services Levy Classification - Residential
Land Use - 125 Strata unit or flat

DETAILS OF RATES, CHARGES AND LEVIES

Arrears/Balance B/Fwd 01-Jul-2022	$0.00
Residential Rate (Rate on CIV .00132475)	$616.00
Fire Services Levy (Rate on CIV .000053 + $117.00)	$141.60
Recycling & Waste Levy	$46.00
AMOUNT PAYABLE	**$803.60**

Payments received by Council after 1 July 2022 have not been included in the above amount payable.

Payment in Full by
15-Feb-23 $803.60

- Reminder notices will not be issued.

or

Payment of Four Instalments by

30-Sep-22	$203.60	28-Feb-23	$200.00
30-Nov-22	$200.00	31-May-23	$200.00

- To qualify you must make payment by 30-Sep-22.
- Arrears if any are included in the first payment.
- Reminder notices will be issued for the remaining instalments (except those paying by direct debit).

or

Payment of Ten Instalments by

01-Sep-22	$83.60	01-Feb-23	$80.00
03-Oct-22	$80.00	01-Mar-23	$80.00
02-Nov-22	$80.00	03-Apr-23	$80.00
01-Dec-22	$80.00	01-May-23	$80.00
03-Jan-23	$80.00	01-Jun-23	$80.00

- To qualify you must make payment by 01-Sep-22.
- Arrears if any are included in the first payment.
- A single notice for the remaining nine instalments will be issued after the first qualifying payment has been made by 01-Sep-22 (except those paying by direct debit).

ELECTRONIC NOTICES: Register to receive your notices electronically via BPAY View or EzyBill, see overleaf.
PENALTY INTEREST: Arrears and late payments will be charged interest. For more information, see overleaf.
PAYMENT METHODS: For full details, see overleaf.

Online
Pay by Visa, MasterCard or Amex on Council's website

Post Billpay **Billpay Code: 0547**
Ref. 1947 449

By phone: 13 18 16 CREDIT CARD
In person: at any Post Office
Via internet: www.monash.vic.gov.au/payments

BPAY **Biller Code: 1826**
Ref. 0001947449

BPAY® this payment via Internet or phone banking
BPAY View® – View and pay this bill using internet banking
BPAY View Registration No. 0001947449

In Full $803.60
Pay by 15-Feb-23
*547 1947449

or

Four Instals $203.60
Pay by 30-Sep-22
*547 1947449

or

Ten Instals $83.60
Pay by 01-Sep-22
*547 1947449

RATING YEAR: Rates, charges and levies are for the period 1 July 2022 to 30 June 2023

All queries regarding rates call the Customer Service Team on (03) 9518 3555 or www.monash.vic.gov.au/rates

PAYMENT OPTIONS

Payment Options	In Full	Four (4) Instalments	Ten (10) Instalments
Arrears from Previous Year (if any)	Arrears payable 30 September 2022	Arrears included in 1st instalment	Arrears included in 1st instalment
Must Pay by	15 February 2023	1st instalment **30 September 2022**	1st instalment **1 September 2022**
Direct Debit Apply By	14 February 2023	29 September 2022	31 August 2022
Reminder Notices	Not issued	Issued approximately one month before (excluding Direct Debit)	Single notice for remaining instalments will be issued after **1 September 2022**

Direct Debit from cheque, savings and credit card accounts. Apply www.monash.vic.gov.au/payments or call (03) 9518 3555.

IMPORTANT: ***If paying by Instalment plan and your first payment is paid late you will NOT qualify for instalments and reminder notices will not be issued.*** Your payment will be recorded as a part payment only and the balance of rates, charges and levies will be due in full by 15 February 2023.

COMPLIANCE WITH RATES CAP

Council complies with the Victorian Government's rates cap of 1.75% for 2022/23. This applies to the average annual increase of rates and charges.Percentage points may increase or decrease depending on:

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.

RECYCLING LEVY

$46 levy applied to each rateable property to meet increased Recycling and State Government's Waste Levy costs for 2022/23. Eligible pensioners receive a $46 rebate.

FIRE SERVICES PROPERTY LEVY

Council collects the Victorian State Government's Fire Services Property Levy. A $50 concession applies for eligible pensioners.

THE VALUATION OF THIS PROPERTY

State Government - Valuing Authority

Council rating valuations: **www.monash.vic.gov.au/property-revaluation**

Revaluations are performed annually by the State Government through the Valuer General Victoria. Rates are based on the Capital Improved Value (CIV) of each property: the total market value of the land plus buildings and other improvements (see front of notice). The 2022/23 rates are based on the valuation at 1 January 2022 for rating from 1 July 2022. To formally object to the valuation complete a Notice of Objection form and send to Council within two months of the date of the *Annual or Supplementary Rate and Valuation notice*. Call Customer Experience for a form or visit: **ratingvaluationobjections.vic.gov.au**

Note: COVID-19 is not a reason to object. The Valuer General is not adjusting valuations due to COVID-19.

OTHER AUTHORITIES

The Valuer General Valuations may also be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office (SRO) uses the "Site Value" in assessing land tax. More info **www.sro.vic.gov.au/contactus** **All Land Tax enquiries must be directed to the SRO**.

DIFFERENTIAL RATING

Council has two differential rating categories:
1 Residential Classified Properties, and
2 Non-Residential Classified Properties
Classifications are determined by the Australian Property Classification Code (AVPCC) allocated by the Valuer General Victoria (VGV).
(Refer to Council's Budget Document: **www.monash.vic.gov.au/budget**

REVIEW OF DIFFERENTIAL RATING

If you disagree with Council's decision to classify your land as a particular type or class for differential rating purposes, you can appeal to the Victorian Civil and Administrative Tribunal (VCAT) within 30 days of this notice.

INTEREST PENALTY ON LATE PAYMENTS

Interest is charged on and from the date on which each missed instalment was due. Interest continues to be payable until the account is paid in full at 10% pa. Interest is charged in accordance with Section 172 of the Local Government Act 1989.

OVERDUE ACCOUNTS - DEBT RECOVERY

Accounts outstanding after the due date/s may be referred to our debt recovery agency/ solicitors and be subject to additional costs associated with the recovery of the debt.

PAYMENT DIFFICULTIES

Refer to Council's Financial Hardship Policy. **www.monash.vic.gov.au/hardship-assistance**

PENSION REBATE CONCESSIONS

State Government rebate

If you have a Pensioner Concession Card or DVA Gold Card with War Widow or TPI entitlements, you may be eligible for a concession on your Rates and Fire Services Property Levy for your principal place of residence. If you have received this rebate previously and are still eligible, don't apply again, it will show the concession on your annual notice. Download an application at **www.monash.vic.gov.au/pensioner-rates-rebates** or call (03) 9518 3555. If you have a DVA Gold Repatriation Health Card (POW) or (EDA) entitlements, contact the Department of Families, Fairness and Housing 1800 658 521. Holders of Health Care and Seniors Cards are not eligible for this concession. More info **https://services.dffh.vic.gov.au/concessions-and-benefits**

Council pensioner rebate

Rate rebate of $50 and a Recycling & Waste Levy rebate of $46 to eligible pensioners.

PAYMENT ALLOCATION

Payments will be allocated in the following order:
1. Legal costs 2. Interest
3. Arrears 4. Current rates/charges/levies

APPEAL AGAINST RATES AND CHARGES

If you disagree with the rate or charge levied, you may lodge an appeal with the County Court within 60 days of receiving this notice. You should also advise Council of the appeal within that time. All appeals must be in the prescribed form. The grounds of appeal and procedure are set out in Section 184 of the Local Government Act 1989. Please note: the Fire Services Property Levy and the Land Classification for that purpose are not subject to appeal.

CHANGE OF ADDRESS OR OWNERSHIP

All changes must be received by Council in writing. Council must receive an Acquisition Notice within 1 month of the transfer of a property, otherwise penalties may apply. An Acquisition Notice or Change of Address from **www.monash.vic.gov.au/changing-your-details** can be downloaded from our website or call Customer Experience. Forms can be submitted either in person, via email (**mail@monash.vic.gov.au**), or mail (PO Box 1, Glen Waverley 3150).

INFORMATION PRIVACY STATEMENT

The personal information included in this notice is collected by Monash Council in the exercise of its powers and functions under legislation including the Local Government Acts 1989, 2020. The information will not be used by Council unless it is necessary for one of its powers or functions. Read our privacy statement: **www.monash.vic.gov.au/privacy**

ELECTRONIC NOTICES

For your convenience, notices can be delivered via your Internet Banking by registering with BPAY View or with Council using EzyBill, go to: **www.monash.vic.gov.au/ezybill** These services also provide email and SMS reminder messages.

PAYMENT METHODS

BPAY

Via your Bank's website
Refer to front of notice next to the **BPAY** symbol. Cheque, Debit Card, Visa & MasterCard

Phone your Bank
Refer to front of notice next to the **BPAY** symbol. Cheque, Debit Card, Visa & MasterCard

VIA AUSTRALIA POST

Online
Refer to front of notice next to the **POSTbillpay** symbol. Visa, MasterCard & Amex

Phone
Refer to front of notice next to the **POSTbillpay** symbol. Visa, MasterCard & Amex

Any Post Office
Cash, Cheque, Debit Card, Visa & MasterCard

VIA COUNCIL

www.monash.vic.gov.au/payments

Mail
Cheque only, payable to 'Monash Council' & mail to: Monash Council, PO Box 1, Glen Waverley 3150

In Person
Civic Centre (293 Springvale Rd, Glen Waverley) or **Oakleigh Service Centre** (3 Atherton Rd). Cash, Cheque, Debit Card, Visa, MasterCard & Amex.

Strata Score Owners Corporation Management
ABN: 23 610 327 136
PO Box 39
BURWOOD VIC 3125
Ph: 03 9899 1125
reception@stratascore.com.au
Principal: Michael Liu

Tax Invoice

Date of Notice 05/11/2021

Wai Man Tung & Kar- Lun Lee
c/- Xynergy Realty (Oakleigh) Pty Ltd
19 Station Street
OAKLEIGH VIC 3166

pm3.oa@xynergy.com.au

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

RE: Owners Corporation OC2 PS 810026Q Lot AA114, 19-25 Collins Street CHADSTONE VIC 3148.

Notice is hereby given by the Owners Corporation Plan of Subdivision OC2 PS 810026Q pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Contribution Schedule (01/12/21 - 28/02/22) ^	$335.74	$0.00	$0.00	01/12/2021	$335.74
			Total if Paid by Due Date $335.74		

Interest will accrue daily on overdue fees and charges by until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

Please detach and return the portion below with your payment if sending a cheque

DEFT PAYMENT SYSTEMS

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at **www.deft.com.au**.	BPAY	**Biller Code: 96503** **Ref: 241040583 08751**	**Account**: STRATA SCORE PTY LTD - PS810026Q OC2 **Owner**: **Wai Man Tung & Kar- Lun Lee** **OC: OC2 PS 810026Q** **Lot No: AA114**
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne Vic 3001	POST billpay	Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS Payments made at Australia Post will incur a $2.75 DEFT processing fee	All Cheques must be made payable to: STRATA SCORE PTY LTD - PS810026Q OC2
	*442 241040583 08751			**Total Due $335.74**

DEFT Reference Number: 241040583 08751

+241040583 08751 < 000033574<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

Important information on fees and charges

Enquiries
If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the phone number or at the address listed on the front of this form.

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process
If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.
The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria
At any time you can lodge a complaint with Consumers Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)
For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call
1800 133 055 or go to www.vcat.vic.gov.au

Strata Score Owners Corporation Management
ABN: 23 610 327 136
PO Box 39
BURWOOD VIC 3125
Ph: 03 9899 1125
reception@stratascore.com.au
Principal: Michael Liu

Tax Invoice

Date of Notice 07/09/2022

Wai Man Tung & Kar- Lun Lee
c/- Xynergy Realty (Oakleigh) Pty Ltd
19 Station Street
OAKLEIGH VIC 3166

accounts.oakleigh@xynergy.com.au

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

RE: Owners Corporation OC1 PS 810026Q Lot B307, 19-25 Collins Street CHADSTONE VIC 3148.

Notice is hereby given by the Owners Corporation Plan of Subdivision OC1 PS 810026Q pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Contribution Schedule (29/09/22 - 28/12/22) ^	$412.27	$66.73	$0.00	01/10/2022	$479.00
			Total if Paid by Due Date $479.00		

Interest will accrue daily on overdue fees and charges by until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

Please detach and return the portion below with your payment if sending a cheque

DEFT PAYMENT SYSTEMS

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at **www.deft.com.au**.	BPAY	**Biller Code: 96503** **Ref: 259394849 08135**	**Account**: STRATA SCORE PTY LTD - PS810026Q OC1 **Owner**: **Wai Man Tung & Kar- Lun Lee** **OC: OC1 PS 810026Q** **Lot No: B307**
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne Vic 3001	POST billpay	Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS Payments made at Australia Post will incur a $0.00 DEFT processing fee	All Cheques must be made payable to: STRATA SCORE PTY LTD - PS810026Q OC1
	*496 259394849 08135			**Total Due $479.00**

DEFT Reference Number: 259394849 08135

+259394849 08135 < 000047900<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporation Rules

Important information on fees and charges

Enquiries
If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the phone number or at the address listed on the front of this form.

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

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If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.
The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
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Applications to the Victorian Civil and Administrative Tribunal (VCAT)
For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call
1800 133 055 or go to www.vcat.vic.gov.au

Owners Corporation Certificate

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

OC Number	OC1 PS 810026Q
Address	Lot B307 Unit 305 /19 Collins Street CHADSTONE VIC 3148
Postal Address	PO Box 39 Burwood VIC 3125
Applicant for the certificate	link west convy
Address for delivery	jeff@linkwestconveyancing.com.au
This certificate is issued for lot B307 Plan No. OC1 PS 810026Q	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **05/10/2022**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are **$1,889.04** per annum for the year.
Commencing **01/12/2021** paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	01/12/2021	01/04/2022	01/07/2022	01/10/2022
Amount	$452.04	$479.00	$479.00	$479.00

b) The fees are paid up until **28/12/2022**. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **$0.00** plus penalty interest of **$0.00**.

d) The following special fees or levies have been raised and are payable on the dates indicated below- **NIL**

e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **NIL**

f) The body corporate has the following insurance cover-

Policy No	Insurer	Type	Sum	Premium
HU0006057506 09/12/2021- 09/12/2022	Chu	Building/Common Property	$36,050,000.00	$31,626.72 Date paid: 09.12.21

g) The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act. If so, provide the date of the resolution: **NIL**

h) The total funds held by the owners corporation as at **05/10/2022-**

Administrative Fund	Maintenance Fund	Total
$64,208.91	$17,276.80	$81,485.71

i) The Owners Corporation liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above. **NIL**

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property. If so, provide details:

Refer to minutes of Annual General Meeting dated 28th of March, 2022

k) The Owners Corporation has made agreements to provide services to lot owners, occupiers or the public. If so, provide details:

Refer to minutes of Annual General Meeting dated 28th of March, 2022

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? **NIL**

m) The Owners Corporation is party to any legal proceedings or aware of any notices or orders which may give rise to proceedings. If so, provide details: **NIL**

n) The Owners Corporation has resolved to appoint a manager.
The manager appointed is as follow:
Strata Score Pty Ltd ABN: 23 610 327 136
PO Box 39, Burwood VIC 3125
Telephone: 03 9899 1125

o) An administrator has been appointed for the owners corporation, or has been proposed an appointment. If so, provide details: **NIL**

p) Documents required to be attached to the owners corporation certificate are:

- **A copy of all resolutions made at the Annual General meeting**
- **A copy of the rules of Owners Corporation**
- **A copy of Schedule 3 of the Owners Corporation Regulations 2018 entitled: "Statement of advice and information for prospective purchasers and lot owners"**

q) Note:

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:
Strata Score Pty Ltd at PO Box 39 Burwood VIC 3125

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

05/10/2022

Prepared By:

Michael Liu

Ph: 03 9899 1125 Fax:
michael@stratascore.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Common Seal of Plan No OC1 PS 810026Q



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2018
SCHEDULE 3
S.R. No. 154/2018

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?
The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.
If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

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

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

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

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

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

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

Owners Corporation Certificate

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

OC Number	OC3 PS 810026Q
Address	Lot B307 Unit 305/19 Collins Street CHADSTONE VIC 3148
Postal Address	PO Box 39 Burwood VIC 3125
Applicant for the certificate	link west convy
Address for delivery	jeff@linkwestconveyancing.com.au
This certificate is issued for lot B307 Plan No. OC3 PS 810026Q	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **05/10/2022**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are **$1,411.44** per annum for the year.
Commencing **01/12/2021** paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	01/12/2021	01/04/2022	01/07/2022	01/10/2022
Amount	$322.44	$363.00	$363.00	$363.00

b) The fees are paid up until **28/12/2022**. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **$0.00** plus penalty interest of **$0.00**.

d) The following special fees or levies have been raised and are payable on the dates indicated below- **NIL**

e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are- **NIL**

f) The body corporate has the following insurance cover-

Policy No	Insurer	Type	Sum	Premium
HU0006057506 09/12/2021- 09/12/2022	Chu	Building/Common Property	$36,050,000.00	$31,626.72 Date paid: 09.12.21

g) The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act. If so, provide the date of the resolution: **NIL**

h) The total funds held by the owners corporation as at **05/10/2022**-

Administrative Fund	Maintenance Fund	Total
$19,247.35	$0.00	$19,247.35

i) The Owners Corporation liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above. **NIL**

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property. If so, provide details:

Refer to minutes of Annual General Meeting dated 28th of March, 2022

k) The Owners Corporation has made agreements to provide services to lot owners, occupiers or the public. If so, provide details:

Refer to minutes of Annual General Meeting dated 28th of March, 2022

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? **NIL**

m) The Owners Corporation is party to any legal proceedings or aware of any notices or orders which may give rise to proceedings. If so, provide details: **NIL**

n) The Owners Corporation has resolved to appoint a manager.
The manager appointed is as follow:
Strata Score Pty Ltd ABN: 23 610 327 136
PO Box 39, Burwood VIC 3125
Telephone: 03 9899 1125

o) An administrator has been appointed for the owners corporation, or has been proposed an appointment. If so, provide details: **NIL**

p) Documents required to be attached to the owners corporation certificate are:

- **A copy of all resolutions made at the Annual General meeting**
- **A copy of the rules of Owners Corporation**
- **A copy of Schedule 3 of the Owners Corporation Regulations 2018 entitled: "Statement of advice and information for prospective purchasers and lot owners"**

q) Note:

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:
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The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

05/10/2022

Prepared By:



Michael Liu

Ph: 03 9899 1125 Fax:
michael@stratascore.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

Common Seal of Plan No OC3 PS 810026Q



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2018
SCHEDULE 3
S.R. No. 154/2018

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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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.

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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.

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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.

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

CONSOLIDATED RULES

For

Owners Corporation Regulations 2018

PS#810026Q

OC1

19-25 Collins Street CHADSTONE VIC 3148

"Collins & Bates"

1. Health, Safety and Security

1.1 Health, Safety and Security of Owners, Occupiers and Guests

A. An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) Use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;

(2) Move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;

(3) Do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation without the prior written consent of the Owners Corporation;

(4) Obstruct any fire appliance or fire appliance cupboard,

stairway, landing or lift lobby or permit them to be obstructed;

(5) Use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct or use any fire stairway or fire escape, except in the case of an emergency;

(6) Install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or otherwise void the Owners Corporation's insurance policy;

(7) Throw objects or allow objects to fall from a lot or the Common Property;

(8) Exceed the floor loadings for the Lot; or

(9) Must not do or permit to be done anything that may jeopardise the safety and security of residents and or guests to the building.

B. An Owner or Occupier must:

(1) Ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and

(2) Lock the windows, external doors and courtyard gates of the Lot when the Lot is unoccupied; and

(3) Report lost or stolen keys, swipes or other such security pass for the building as soon as possible; and

(4) Take all reasonable steps to secure private storage Lots and vehicles.

C. The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

(1) The Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;

(2) The security system may, at the discretion of the Owners Corporation, include:

(A) The issue of security access cards, devices, codes or systems upon conditions, including charging and

receiving deposits as determined by the Owners Corporation or its agent from time to time;

(B) The right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;

(C) The right to enter upon any part of the Development to maintain its security;

(D) The right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(E) That parts of the Common Property re secured against entry; and

(F) Security patrols, locks and other security devices or procedures to implement or operate it; and

(G) Request a Lot Owner, Occupier or guest to the property to provide a written statement of incident and or police report relating to any crime or security breach on or affecting the common property.

D. The Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:

(1) The security system is not operating; or

(2) The security system fails to operate as intended.

1.2 Infectious Diseases

A. An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.

B. The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of Flammable Liquids and Other Dangerous Substances and Materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(1) Store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;

(2) Store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or

(3) Store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

But this rule does not apply to:

(4) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or

(5) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and Administration

2.1 Management and Administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation in accordance with the limitations of the Owners Corporations Act 2006, as defined by instrument or contract of appointment under the common

seal of the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

A. Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

(1) Any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;

(2) The structural and functional integrity of any part of the Common Property or any other lot is impaired; or

(3) The passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.

B. An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.

C. An Owner or Occupier must:

(1) Not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;

(2) Direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of Cost of Services

A. The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.

B. If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.

C. The Owners Corporation may facilitate the scheduled maintenance, induction process, repairs and other maintenance required to car stackers on behalf of Members for a fee.

D. The Owners Corporation may impose charges incurred to the Owners Corporation as a direct result of or in response to any incident or event relating to emergency services, health and safety and or security of the common property or the occupants of the building, to the Lot deemed by the Owners Corporation or its agent to be responsible or culpable for the occurrence of the event or incident.

E. Sub-rule 2.4(b) does not apply if the concession or rebate:

(1) Must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or

(2) Is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A. A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

B. The Owners Corporation may impose penalties or fines as deemed necessary to deter and or prevent breaches of the Owners Corporation rules.

3. Use of Common Property

3.1 Use of Common Property

A. An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) Obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;

(2) Use the Common Property or the Services or permit the Common

Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;

(3) Without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;

(4) Do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;

(5) Keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);

(6) Fail to remove an animal that is the subject of a notice under sub-rule (5);

(7) Hold or permit to be held any auction sale in a lot or on the Common Property;

(8) Allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or

(9) Bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as restricted by the Owners Corporation or its Manager from time to time.

(10) Use or permit use of the common property courtyards or any other such common area as defined on the plan of subdivision for the use of parties or social gatherings without limitation unless prior approval is obtained from the Owners Corporation or its agent in writing confirming such approval.

(11) Use or permit the use of the common property courtyards or any other such common area as defined on the plan of subdivision in any manner that may cause undue, excessive or unreasonable noise and or disturbance to occupants after 10.30pm and before 8.30am on each day of the week.

B. An Owner or Occupier must and must take all reasonable steps to ensure that Guests use all Services strictly in accordance with the rules of the Owners Corporation or as otherwise determined by the Owners Corporation or its agent from time to time.

3.2 A.) Vehicles, Parking and Vehicles on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

A. Use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;

B. Lease or sub-let any Car Space to a non-resident of the building and in the event a sub-lease has been granted to an occupant of the building with the written consent of the Owners Corporation in accordance with 3.2(a), the lease or sub-let arrangement shall be deemed void in the event the occupant ceases to occupy the building.

C. Use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;

D. Park in a manner where a vehicle encroaches on common property, any other Lot or extend beyond the defined boundaries of the Lot.

Unless in the case of an emergency, park or leave a vehicle or permit a vehicle:

E. Park in any space or location other than parking spaces situated on Common Property and allocated for other lots; or

F. Park on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or

G. Park or leave a vehicle of any sort in any place other than as so entitled but this sub-rule does not prevent a Guest from using a

parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager

H. Visitor Car Parks are NOT to be used for more than 48 hours continuously by visitors.

I. Fail to comply with any directions of the Manager, Owners Corporation or building manager about Guest car parking; or

J. Load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.2. B.) Car Parking Spaces

All the residential car parking spaces, except the visitor car parking spaces, must be owned and used by either the registered proprietor or tenants of a lot within the same Plan of Subdivision. The use of the spaces must not breach the agreement under the conditions of Planning Permit No. TPA/50671.

3.3 Car Park Spaces and Storage Areas

(a) The Purchaser acknowledges and agrees that if Car Park Lots or Storage Lots are on the Plan of Subdivision, the Vendor will either incorporate the Car Park Lot or Storage Lot in the title to the Purchaser's Lot or create a separate lot on the Plan of Subdivision for the Car Park Lot or Storage Lot and transfer them to the Purchaser at settlement.

(b) The Vendor may, without the Purchaser's consent, relocate and/or amend the shape, size and configuration of any Car Park Lot, Storage Lot, car parking space or storage area sold pursuant to this Contract or that forms part of the Site.

(c) Without limiting Special Condition 28.1 (a), the Purchaser acknowledges that the position and allocated number of the Car Park Lot or Storage Lot being sold with this Contract may vary from that set out in this Contract and the Plan of Subdivision. The Purchaser agrees that, so long as the Car Park Lo and/or Storage Lot is not more than 200 meters from the position of the Car Park Lot or Storage Lot (as the case maybe) marked on the Plan of Subdivision annexed to this Contract, the Purchaser may not Object to that variation to the Plan of Subdivision and this Contract, and the

Purchaser agrees that this variation will not be a material amendment to the Plan of Subdivision.

3.4 Common Area Electric Vehicle Car Charging

An Owner or guest must;

3.4.1 Use the EV car charging located at the level 1 basement car park of the building,

3.4.2 Owner or occupier must book a time with the caretaker before using the Car charging.

3.4.3 Acknowledge that the cost to repair or replace any damaged parts of the car charging due to negligence will be shouldered by the lot owner, occupier or guest.

3.5 Damage to Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

a) Damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;

b) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property or

c) Without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage a structure that forms part of the Common Property.

3.6 Use of Equipment, Services and Amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;

b) Without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or

authority of the Owners Corporation or use the article for other than its intended use;

c) Without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;

d) Modify any air conditioning, heating, ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;

e) Install covering to any Storage Area without the prior written consent of the Owners Corporation; or

f) Install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.7 Drying of Laundry on Common Property or External or Visible Areas of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a resident or guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property, or where visible from street levels surrounding the development.

3.8 Deposit of Rubbish and Other Material on Common Property

a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

b) Store or keep waste or garbage other than within appropriate refuse facilities within the apartment or in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or

c) Leave any rubbish or other materials on the Common Property.

d) An Owner or Occupier must and must take all reasonable steps to ensure Guests:

e) Remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;

f) Ensure that the disposal of garbage or waste does not adversely affect the

health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;

g) Appropriately contain and wrap all general waste garbage to prevent spillage prior to utilising the chute;

h) Ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped and disposed of within the communal waste bins within the designated zones of the common property and not discarded via the chute facilities;

i) Dispose of recycling within the communal waste bins within the designates zones of the common property and not discarded via the chute facilities, ensuring to break down all cardboard boxes and rinse cartons, containers, jars and tins prior to disposal;

j) Utilise the rubbish chute in accordance with the direction of the Owners Corporation, its agent or the building manager, ensuring to take all reasonable steps not to block, damage or impede the use of any chute situated within the development.

4 Lots

4.5 Use of Lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

a) Comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

b) Use the Lot only for residential purposes as permitted under the Monash City Council Planning Scheme (save and except retail lots);

c) Not use or advertise the Lot or the development for short stay, overnight, weekend, bed and breakfast or serviced apartment accommodation of any kind whatever for the purpose of remuneration, enterprise or business operation;

d) Not exceed two occupants per bedroom;

e) Not use a privately titled car space for any purpose other than parking a

vehicle;

f) Not use a privately titled storage spaces and or cages for any purpose other than for storage;

g) Not change door locks to the Lot or depart from any registered key system;

h) Not misuse plumbing and electrical apparatus;

i) Use and maintain the private exhaust fans within the bathrooms and the kitchen to prevent cooking smells, ventilation and condensation issues;

j) Keep the Lot clean, free of vermin and in good repair;

k) Keep all balconies & terraces clean, tidy and well maintained;

l) Not store items on balconies were visible from common property or the surrounding streets;

m) Ensure barbeques on balconies are of a suitable size for the size of the balcony and operate by electricity or compliant regulated gas bottle – hot coal barbeques are strictly prohibited;

n) Ensure that barbeques are not positioned under or within proximity of any smoke detector or fire protection system that may trigger an alarm and fire response;

o) Ensure that a fire blanket and or a 0.9 / 1.1kg fire extinguisher (appropriately tested and tagged at the expense of the occupier or owner) is positioned within close and accessible proximity to barbeques facilities;

p) Not store items on balconies near air conditioning condenser units and ensure adequate clearance in accordance with manufacturer recommendations noting that any cost for damage caused to the building or common property for failure to do so will be the responsibility of the Lot owner;

q) Maintain and service air conditioning systems and condenser in good serviceable repair at all times in accordance with manufacturer servicing guideline noting that costs for any damage or fault to the equipment, building or common property for failure to do so will be the responsibility of the Lot owner;

r) Keep the car space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation

exercises its right to clean the Car Space;

s) Clear each day the contents of the Lot's mail receiving box;

t) Promptly replace any broken or cracked glass in a Lot;

u) Not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.

v) Not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any lot.

w) Not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.

x) Not do anything to damage, pierce, drive nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.6 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.

4.7 Leasing of a Lot

a) An Owner may lease a Lot but only:

1) By a written lease or tenancy agreement and, if it is a tenancy agreement, it must comply with the provisions of the *Residential Tenancies Act 1997* (Vic); and

2) If the agreement (and or any sub-let agreement) has a minimum term of no less than 6 months; and

3) If the agreement restricts use of the Lot and prohibits advertising the Lot or the development for short stay, overnight, weekend, bed and breakfast or serviced apartment accommodation of any kind whatever for the purpose of remuneration, enterprise or business

operation;

4) If the agreement restricts the use of the retail or commercial Lot to specifically exclude the operation of businesses deemed high risk by the Owners Corporation insurer and or injurious to the reputation of the development by the Owners Corporation or its agent such as; brothels, massage parlours (or similar), tattoo parlours, motor cycle shops or other such club houses, food outlets with wok or deep fry cooking (noodle, fish and chips and chicken shops);

5) If the agreement specifies that there are to be no more than two occupants per bedroom;

6) If that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use of the Owners Corporation and common property; and

7) If the tenant signs an agreement confirming acceptance of the Rules and Rules of Use and any other such acknowledge or acceptance that may be deemed necessary by the Owners Corporation or its agent from time to time.

b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.

4.8 External Appearance of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;

b) Allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and when cleaning use minimal water, cause other than minimal disturbance to other Owners and Occupiers;

c) Make structural alterations to a lot without the written consent of the Owners

Corporation;

d) Display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the Monash City Council);

e) Display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot or common property whatsoever (this rule includes home offices but excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the Monash City Council);

f) Permit any signage advertising a lot for sale, auction or lease on a Lot or Common Property (this rule excludes the Retail lots);

g) The Owners Corporation and its agent may install necessary signage in, on and throughout the development as so may be required for compliance and management of the building and its occupants;

h) Install basketball hoops or similar devices on a Lot or the Common Property;

i) Install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;

j) Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or

k) Paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property;

l) Change the outward appearance of or alter internal lot columns.

4.9 Window Furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot or is visible from the building exterior unless the surface of the blinds, curtains or other coverings are visibly white or off white in colour from the exterior of the building and meet the specifications determined by the Developer or as approved in writing by the Owners Corporation.

4.10 Lots Not Properly Maintained

Lot Owners (and Occupiers where applicable) must comply with sections 48, 49

and 50 of the Act.

5 Works

5.5 Works Requirements

An Owner or Occupier must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

a) The works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and

b) The works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers.

5.6 Requirements Before Proceeding with Works

An Owner or Occupier must not proceed with any works until the Owner:

a) Submits to the Owners Corporation plans and specifications of any works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic or environmental and sustainability ratings of any component of the Development;

b) Supplies to the Owners Corporation any further particulars of those proposed works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;

c) Receives written approval for those works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner;

d) Pays the reasonable costs referred to in (c) to the Owners Corporation;

e) Agrees to pay for any additional cleaning that may be required as a result of

the works;

f) Agrees to pay for any other associated costs with changes or amendments to common services and property required to accommodate the proposed works, including but not limited to isolation of fire detectors;

g) Agrees to pay a deposit to be held by the Owners Corporation where deemed necessary or applicable to the value specified by the Owners Corporation (not exceeding $1,500) to be refunded upon confirmation from the Owners Corporation, its agent or any other such service provider authorised by the Owners Corporation, that the Lot Owner and or contractors under the employ of the Lot Owner has not caused damage to or has satisfactorily completed damage repairs to the common property, its assets or that of any other Lot Owner.

5.7 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised by the Lot Owner or suitably appointed representative in carrying out the works to minimise any damage to or dirtying of the Common Property and Services.

5.8 Contractors or Tradespersons Only to Use Designated Areas

a) An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit;

b) An Owner must arrange for provision for provision of temporary security passes at the cost of the Lot Owner as deemed appropriate by the Owners Corporation or its agent with the deposit being returned upon the security passes being returned to the manager.

5.9 Owner to Make Good Damage

An Owner must immediately make good all damage to and dirtying of the Development, the Common Property, the Services or any fixtures, fittings and finishes caused by the works utilising the services of appropriately qualified, licensed and insured contractors to the satisfaction of the Owners Corporation and if the Owner fails to do so within 14 days of request by the Owners Corporation, its agent or building manager, the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.10 Times for Work on or in Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Permit any tradesman, contractor or other person carrying out any works on or in the Lot or the Common Property:

1) On any public holiday or a Sunday; or

2) Before 7.30 am or after 5.30 pm Monday to Friday; or

3) Before 10.00 am or after 5.00 pm on a Saturday;

b) Except in the case of an emergency which includes:

1) An interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service or as otherwise defined as “emergency” under the Owners Corporations Act 2006;

2) A leak, water ingress, overflow or similar event;

3) Cracking or any other maintenance requirement likely to affect the immediate safety of the occupants or the building in which the Lot is situated.

c) In the event of an occurrence as described in 5.6(b) affects any Common Property or another Lot, or in the event of resultant damage, the Owner or Occupier must notify the manager in writing within 24 hours disclosing the circumstances of the event and the contact details of the attending contractor.

5.11 Moving in and Out

a) Each Member or Occupier of a Lot must, not less than 2 working days prior to the intended date for moving into or moving out of their Lot, notify the Manager in writing to arrange and register a suitable date and time to facilitate that move. Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot;

b) All Members and Occupiers will be required to complete an indemnity form prior to and after the move for submission to the Manager or building manager or other such persons delegated authority to supervise the moving in or out of the occupant;

c) Only lifts with lift covers installed are to be utilised for the purpose of moving in and out of a residence within the building;

d) All move-ins and move-outs of the building will only be permitted between the hours of 9:00 am and 6:00 pm Monday to Saturday, with no moves permitted to be made on Sundays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation and/or Manager.

e) Members or Occupiers of a Lot must ensure furniture removal vans do not park in any driveway or in any manner that may cause disruption, inconvenience or disturbance to occupants.

f) Members or Occupiers of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the Manager sufficient written notice to enable the Manager to arrange for a representative of the Manager to be present at the time of moving if it is considered necessary.

g) All boxes, cartons and containers used in the move-in or move-out must be removed and taken away by the relevant Member or Occupier moving in or out, and not be left anywhere in or about the building, including the garbage area facilities of the building;

h) Members or Occupiers may be charged a fee at the discretion of the Owners Corporation in the event boxes, cartons, containers and any other goods and chattels are not disposed of in accordance with the Rules of Use of the Owners Corporation;

i) Members or Occupiers of a Lot must comply with all rules and directions made by the Manager or Owners Corporation from time to time regarding

moving in or moving out of a Lot.

6 Behaviour of Persons

6.5 Behaviour of Owners, Occupiers and Guests on Common Property

a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

1) Unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;

2) Encourage birds by feeding them;

3) Consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;

4) Use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;

5) Smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;

6) Dispose of cigarette butts, ash or any other rubbish over a balcony; or

7) Use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

8) Permit any child under the control of any such Member or any Occupier of any such Member to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;

9) Do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by a Member or any Occupier of a Member's Lot;

b) An Owner or Occupier must and must take all reasonable steps to ensure that

a Guest must:

1) When on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;

2) Observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and

3) Comply with the Rules and the Rules of Use.

6.6 Animals and Pets

a) An Owner or Occupier of a Lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its Lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such animal may interfere with the quiet enjoyment of an Occupier of another Lot;

b) Each Lot Owner and Occupier is liable to each other Lot Owner and their respective guests and invitees for any unreasonable nuisance, noise or injury to any person or damage to the common property caused by any animal brought in to or kept within the land parcel;

c) Each Lot Owner and Occupier is responsible to clean up all mess, soil and waste after any animal brought in to or kept within the land parcel;

d) Each Lot Owner and Occupier is responsible to keep all animals and pets on a leash while traversing on or about common property;

e) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel indemnifies and releases the Owners Corporation from and against any loss, damage, injury and cost incurred as a direct or indirect result of the animals' presence within the land parcel;

f) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel is must not permit the animal to unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property;

g) Any additional cleaning, gardening or other costs incurred to the Owners Corporation as a result of the animal presence within the land parcel will be charged to the applicable Lot Owner.

6.7 Noise and Other Nuisance Control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Use hammer drills, jack hammers or other machinery and tools that create excessive noise, banging or vibration in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or

b) Make or allow to be made noise from music or any machinery which may be heard outside the Lot between the hours of 10.30 pm and 8.30 am.

7 Dispute Resolution

7.5 Dispute Resolution, Including Internal Grievance Procedures, Hearing Procedures and Communication Procedures

a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.

b) The party making the complaint must prepare a written statement in the Approved Form.

c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

d) 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.

e) 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.

f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

g) 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 Act.

h) This process is separate from and does not limit any further action under Part

10 of the Act.

8 Notices

8.5 Notice of Damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation, its Manager or building manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.6 Notice of Accidents or Faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

a) The water pipes, gas pipes, electrical fixtures or installations; and

b) Any equipment, services or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9 Special Rules for the Developer

9.5 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property 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;

b) Place anywhere on the common property signs and other materials relating to sale of Lots;

c) Conduct in a Lot or anywhere on the common property an auction of a Lot;

d) Use in any way it considers necessary any part of the common property for the purpose of selling Lots;

e) Use in any way it considers necessary any part of the common property to facilitate completion of the construction works.

9.6 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and agrees not to vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke or amend this Rule 9 or have the effect of adversely affecting the rights of the Developer in this Rule.

10 Owners Corporation obligations

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the Lots and common property by the Developer 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 close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

11 Proprietor of Lot to notify Tenant of Rules

A Proprietor of a Lot covenants that in the event the Lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the Lot and at any other time when the rules are amended.

12 Definitions

"Act" means the *Owners Corporations Act* 2006;

"Building" means the building and improvements on the Land, inclusive where applicable of the Common Properties;

"Building Facilities" means the facilities located on the Common Property from time to time;

"**Common Property**" means the Common Property shown as Common Property 1 on the Plan;

"Developer" *means Bond bridge Chadstone Pty Ltd ABN 87 618 088 109* and the Developer's Mortgagee;

"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 successors in title to those persons or corporations;

"**Development**" means the development of the land situated at *19-25 Collins*

Street, CHADSTONE, VIC 3148;

"**Facade**" means the exterior walls of the Building (which, for the avoidance of doubt, includes any glass walls, windows or balustrades);

"**Governmental Agency**" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act;

"Land" means all the land in the Plan;

"**Lot**" means a Lot shown on the Plan being the Lots affected by the Owners Corporation;

"**Manager**" means the manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the *Owners Corporations Act 2006* and/or a building manager appointed from time to time by the Owners Corporation as notified from time to time to the Members;

"**Member**" means an owner of a Lot, a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of such Member;

"Occupier" means a person or persons other than a Member residing, leasing or licensing a Lot;

"**Owners Corporation**" means Owners Corporations 1 on the Plan;

"**Plan**" means Plan of Subdivision No. PS810026Q;

"Resident Manager" means any Building superintendent, concierge or manager appointed by the Owners Corporation to provide management and caretaking services in respect of the Building;

"Residential Lot" means any Lot on the Plan that is not Common Property;

"**Special Resolution**" has the same meaning as in the *Owners Corporations Act 2006*; and

"Window Coverings" means any window coverings to any windows or glassed area of a Lot.

CONSOLIDATED RULES

For

Owners Corporation Regulations 2018

PS#810026Q

OC3

19-25 Collins Street CHADSTONE VIC 3148

"Collins & Bates"

1. Health, Safety and Security

1.1 Health, Safety and Security of Owners, Occupiers and Guests

A. An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) Use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;

(2) Move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;

(3) Do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation without the prior written consent of the Owners Corporation;

(4) Obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;

(5) Use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct or use any fire stairway or fire escape, except in the case of an emergency;

(6) Install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or otherwise void the Owners Corporation's insurance policy;

(7) Throw objects or allow objects to fall from a lot or the Common Property;

(8) Exceed the floor loadings for the Lot; or

(9) Must not do or permit to be done anything that may jeopardise the safety and security of residents and or guests to the building.

B. An Owner or Occupier must:

(1) Ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and

(2) Lock the windows, external doors and courtyard gates of the Lot when the Lot is unoccupied; and

(3) Report lost or stolen keys, swipes or other such security pass for the building as soon as possible; and

(4) Take all reasonable steps to secure private storage Lots and vehicles.

C. The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

(1) The Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;

(2) The security system may, at the discretion of the Owners Corporation, include:

(A) The issue of security access cards, devices, codes or systems upon conditions, including charging and receiving deposits as determined by the Owners Corporation or its agent from time to time;

(B) The right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;

(C) The right to enter upon any part of the Development to maintain its security;

(D) The right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(E) That parts of the Common Property re secured against entry; and

(F) Security patrols, locks and other security devices or procedures to implement or operate it; and

(G) Request a Lot Owner, Occupier or guest to the property to provide a written statement of incident and or police report relating to any crime or security breach on or affecting the common property.

D. The Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:

(1) The security system is not operating; or

(2) The security system fails to operate as intended.

1.2 Infectious Diseases

A. An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.

B. The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of Flammable Liquids and Other Dangerous Substances and Materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(1) Store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;

(2) Store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or

(3) Store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

But this rule does not apply to:

(4) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or

(5) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and Administration

2.1 Management and Administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation in accordance with the limitations of the Owners Corporations Act 2006, as defined by instrument or contract of appointment under the common seal of the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

A. Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:

(1) Any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;

(2) The structural and functional integrity of any part of the Common Property or any other lot is impaired; or

(3) The passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.

B. An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.

C. An Owner or Occupier must:

(1) Not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;

(2) Direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of Cost of Services

A. The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.

B. If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.

C. The Owners Corporation may facilitate the scheduled maintenance, induction process, repairs and other maintenance

required to car stackers on behalf of Members for a fee.

D. The Owners Corporation may impose charges incurred to the Owners Corporation as a direct result of or in response to any incident or event relating to emergency services, health and safety and or security of the common property or the occupants of the building, to the Lot deemed by the Owners Corporation or its agent to be responsible or culpable for the occurrence of the event or incident.

E. Sub-rule 2.4(b) does not apply if the concession or rebate:

(1) Must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or

(2) Is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A. A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

B. The Owners Corporation may impose penalties or fines as deemed necessary to deter and or prevent breaches of the Owners Corporation rules.

3. Use of Common Property

3.1 Use of Common Property

A. An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

(1) Obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;

(2) Use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;

(3) Without the written approval (which may state a period for which

the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;

(4) Do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;

(5) Keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);

(6) Fail to remove an animal that is the subject of a notice under sub-rule (5);

(7) Hold or permit to be held any auction sale in a lot or on the Common Property;

(8) Allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or

(9) Bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as restricted by the Owners Corporation or its Manager from time to time.

(10) Use or permit use of the common property courtyards or any other such common area as defined on the plan of subdivision for the use of parties or social gatherings without limitation unless prior approval is obtained from the Owners Corporation or its agent in writing confirming such approval.

(11) Use or permit the use of the common property courtyards or any other such common area as defined on the plan of subdivision in any manner that may cause undue, excessive or unreasonable noise and or disturbance to occupants after 10.30pm and before 8.30am on each day of the week.

B. An Owner or Occupier must and must take all reasonable steps to ensure that Guests use all Services strictly in accordance with the rules of the Owners Corporation or as otherwise determined by the Owners Corporation or its agent from time to time.

3.2 A.) Vehicles, Parking and Vehicles on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

A. Use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;

B. Lease or sub-let any Car Space to a non-resident of the building and in the event a sub-lease has been granted to an occupant of the building with the written consent of the Owners Corporation in accordance with 3.2(a), the lease or sub-let arrangement shall be deemed void in the event the occupant ceases to occupy the building.

C. Use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;

D. Park in a manner where a vehicle encroaches on common property, any other Lot or extend beyond the defined boundaries of the Lot.

Unless in the case of an emergency, park or leave a vehicle or permit a vehicle:

E. Park in any space or location other than parking spaces situated on Common Property and allocated for other lots; or

F. Park on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or

G. Park or leave a vehicle of any sort in any place other than as so entitled but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager

H. Visitor Car Parks are NOT to be used for more than 48 hours continuously by visitors.

I. Fail to comply with any directions of the Manager, Owners Corporation or building manager about Guest car parking; or

J. Load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.2. B.) Car Parking Spaces

All the residential car parking spaces, except the visitor car parking spaces, must be owned and used by either the registered proprietor or tenants of a lot within the same Plan of Subdivision. The use of the spaces must not breach the agreement under the conditions of Planning Permit No. TPA/50671.

3.3 Car Park Spaces and Storage Areas

(a) The Purchaser acknowledges and agrees that if Car Park Lots or Storage Lots are on the Plan of Subdivision, the Vendor will either incorporate the Car Park Lot or Storage Lot in the title to the Purchaser's Lot or create a separate lot on the Plan of Subdivision for the Car Park Lot or Storage Lot and transfer them to the Purchaser at settlement.

(b) The Vendor may, without the Purchaser's consent, relocate and/or amend the shape, size and configuration of any Car Park Lot, Storage Lot, car parking space or storage area sold pursuant to this Contract or that forms part of the Site.

(c) Without limiting Special Condition 28.1 (a), the Purchaser acknowledges that the position and allocated number of the Car Park Lot or Storage Lot being sold with this Contract may vary from that set out in this Contract and the Plan of Subdivision. The Purchaser agrees that, so long as the Car Park Lo and/or Storage Lot is not more than 200 meters from the position of the Car Park Lot or Storage Lot (as the case maybe) marked on the Plan of Subdivision annexed to this Contract, the Purchaser may not Object to that variation to the Plan of Subdivision and this Contract, and the Purchaser agrees that this variation will not be a material amendment to the Plan of Subdivision.

3.4 Common Area Electric Vehicle Car Charging

An Owner or guest must;

3.4.1 Use the EV car charging located at the level 1 basement car park of the building,

3.4.2 Owner or occupier must book a time with the caretaker before using the Car charging.

3.4.3 Acknowledge that the cost to repair or replace any damaged parts of the car charging due to negligence will be shouldered by the lot owner, occupier or guest.

3.5 Damage to Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

a) Damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;

b) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property or

c) Without obtaining the prior written approval of the Owners Corporation, mark, paint, drive nails, screws or otherwise deface or damage a structure that forms part of the Common Property.

3.6 Use of Equipment, Services and Amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;

b) Without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;

c) Without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;

d) Modify any air conditioning, heating, ventilation system or associated ducts

servicing a lot without the prior written consent of the Owners Corporation;

e) Install covering to any Storage Area without the prior written consent of the Owners Corporation; or

f) Install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.7 Drying of Laundry on Common Property or External or Visible Areas of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a resident or guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property, or where visible from street levels surrounding the development.

3.8 Deposit of Rubbish and Other Material on Common Property

a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

b) Store or keep waste or garbage other than within appropriate refuse facilities within the apartment or in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or

c) Leave any rubbish or other materials on the Common Property.

d) An Owner or Occupier must and must take all reasonable steps to ensure Guests:

e) Remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;

f) Ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;

g) Appropriately contain and wrap all general waste garbage to prevent spillage prior to utilising the chute;

h) Ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped and disposed of within the communal waste bins within the designated zones of the

common property and not discarded via the chute facilities;

i) Dispose of recycling within the communal waste bins within the designates zones of the common property and not discarded via the chute facilities, ensuring to break down all cardboard boxes and rinse cartons, containers, jars and tins prior to disposal;

j) Utilise the rubbish chute in accordance with the direction of the Owners Corporation, its agent or the building manager, ensuring to take all reasonable steps not to block, damage or impede the use of any chute situated within the development.

4 Lots

4.5 Use of Lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

a) Comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

b) Use the Lot only for residential purposes as permitted under the Monash City Council Planning Scheme (save and except retail lots);

c) Not use or advertise the Lot or the development for short stay, overnight, weekend, bed and breakfast or serviced apartment accommodation of any kind whatever for the purpose of remuneration, enterprise or business operation;

d) Not exceed two occupants per bedroom;

e) Not use a privately titled car space for any purpose other than parking a vehicle;

f) Not use a privately titled storage spaces and or cages for any purpose other than for storage;

g) Not change door locks to the Lot or depart from any registered key system;

h) Not misuse plumbing and electrical apparatus;

i) Use and maintain the private exhaust fans within the bathrooms and the

kitchen to prevent cooking smells, ventilation and condensation issues;

j) Keep the Lot clean, free of vermin and in good repair;

k) Keep all balconies & terraces clean, tidy and well maintained;

l) Not store items on balconies were visible from common property or the surrounding streets;

m) Ensure barbeques on balconies are of a suitable size for the size of the balcony and operate by electricity or compliant regulated gas bottle – hot coal barbeques are strictly prohibited;

n) Ensure that barbeques are not positioned under or within proximity of any smoke detector or fire protection system that may trigger an alarm and fire response;

o) Ensure that a fire blanket and or a 0.9 / 1.1kg fire extinguisher (appropriately tested and tagged at the expense of the occupier or owner) is positioned within close and accessible proximity to barbeques facilities;

p) Not store items on balconies near air conditioning condenser units and ensure adequate clearance in accordance with manufacturer recommendations noting that any cost for damage caused to the building or common property for failure to do so will be the responsibility of the Lot owner;

q) Maintain and service air conditioning systems and condenser in good serviceable repair at all times in accordance with manufacturer servicing guideline noting that costs for any damage or fault to the equipment, building or common property for failure to do so will be the responsibility of the Lot owner;

r) Keep the car space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;

s) Clear each day the contents of the Lot's mail receiving box;

t) Promptly replace any broken or cracked glass in a Lot;

u) Not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.

v) Not dispose or permit disposal of cigarette butts, cigarette ash or any other

materials on or over any balconies or terraces forming part of any lot.

w) Not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.

x) Not do anything to damage, pierce, drive nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.6 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.

4.7 Leasing of a Lot

a) An Owner may lease a Lot but only:

1) By a written lease or tenancy agreement and, if it is a tenancy agreement, it must comply with the provisions of the *Residential Tenancies Act 1997* (Vic); and

2) If the agreement (and or any sub-let agreement) has a minimum term of no less than 6 months; and

3) If the agreement restricts use of the Lot and prohibits advertising the Lot or the development for short stay, overnight, weekend, bed and breakfast or serviced apartment accommodation of any kind whatever for the purpose of remuneration, enterprise or business operation;

4) If the agreement restricts the use of the retail or commercial Lot to specifically exclude the operation of businesses deemed high risk by the Owners Corporation insurer and or injurious to the reputation of the development by the Owners Corporation or its agent such as; brothels, massage parlours (or similar), tattoo parlours, motor cycle shops or other such club houses, food outlets with wok or deep fry cooking (noodle, fish

and chips and chicken shops);

5) If the agreement specifies that there are to be no more than two occupants per bedroom;

6) If that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use of the Owners Corporation and common property; and

7) If the tenant signs an agreement confirming acceptance of the Rules and Rules of Use and any other such acknowledge or acceptance that may be deemed necessary by the Owners Corporation or its agent from time to time.

b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.

4.8 External Appearance of Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;

b) Allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and when cleaning use minimal water, cause other than minimal disturbance to other Owners and Occupiers;

c) Make structural alterations to a lot without the written consent of the Owners Corporation;

d) Display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the Monash City Council);

e) Display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot or common property whatsoever (this

rule includes home offices but excludes the Retail lots where any such installation is to be subject to any town planning or any other requirement of the Monash City Council);

f) Permit any signage advertising a lot for sale, auction or lease on a Lot or Common Property (this rule excludes the Retail lots);

g) The Owners Corporation and its agent may install necessary signage in, on and throughout the development as so may be required for compliance and management of the building and its occupants;

h) Install basketball hoops or similar devices on a Lot or the Common Property;

i) Install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;

j) Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or

k) Paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property;

l) Change the outward appearance of or alter internal lot columns.

4.9 Window Furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot or is visible from the building exterior unless the surface of the blinds, curtains or other coverings are visibly white or off white in colour from the exterior of the building and meet the specifications determined by the Developer or as approved in writing by the Owners Corporation.

4.10 Lots Not Properly Maintained

Lot Owners (and Occupiers where applicable) must comply with sections 48, 49 and 50 of the Act.

5 Works

5.5 Works Requirements

An Owner or Occupier must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

a) The works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and

b) The works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers.

5.6 Requirements Before Proceeding with Works

An Owner or Occupier must not proceed with any works until the Owner:

a) Submits to the Owners Corporation plans and specifications of any works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic or environmental and sustainability ratings of any component of the Development;

b) Supplies to the Owners Corporation any further particulars of those proposed works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;

c) Receives written approval for those works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner;

d) Pays the reasonable costs referred to in (c) to the Owners Corporation;

e) Agrees to pay for any additional cleaning that may be required as a result of the works;

f) Agrees to pay for any other associated costs with changes or amendments to common services and property required to accommodate the proposed works, including but not limited to isolation of fire detectors;

g) Agrees to pay a deposit to be held by the Owners Corporation where deemed necessary or applicable to the value specified by the Owners Corporation (not

exceeding $1,500) to be refunded upon confirmation from the Owners Corporation, its agent or any other such service provider authorised by the Owners Corporation, that the Lot Owner and or contractors under the employ of the Lot Owner has not caused damage to or has satisfactorily completed damage repairs to the common property, its assets or that of any other Lot Owner.

5.7 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised by the Lot Owner or suitably appointed representative in carrying out the works to minimise any damage to or dirtying of the Common Property and Services.

5.8 Contractors or Tradespersons Only to Use Designated Areas

a) An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit;

b) An Owner must arrange for provision for provision of temporary security passes at the cost of the Lot Owner as deemed appropriate by the Owners Corporation or its agent with the deposit being returned upon the security passes being returned to the manager.

5.9 Owner to Make Good Damage

An Owner must immediately make good all damage to and dirtying of the Development, the Common Property, the Services or any fixtures, fittings and finishes caused by the works utilising the services of appropriately qualified, licensed and insured contractors to the satisfaction of the Owners Corporation and if the Owner fails to do so within 14 days of request by the Owners Corporation, its agent or building manager, the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner

must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.10 Times for Work on or in Lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Permit any tradesman, contractor or other person carrying out any works on or in the Lot or the Common Property:

1) On any public holiday or a Sunday; or

2) Before 7.30 am or after 5.30 pm Monday to Friday; or

3) Before 10.00 am or after 5.00 pm on a Saturday;

b) Except in the case of an emergency which includes:

1) An interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service or as otherwise defined as "emergency" under the Owners Corporations Act 2006;

2) A leak, water ingress, overflow or similar event;

3) Cracking or any other maintenance requirement likely to affect the immediate safety of the occupants or the building in which the Lot is situated.

c) In the event of an occurrence as described in 5.6(b) affects any Common Property or another Lot, or in the event of resultant damage, the Owner or Occupier must notify the manager in writing within 24 hours disclosing the circumstances of the event and the contact details of the attending contractor.

5.11 Moving in and Out

a) Each Member or Occupier of a Lot must, not less than 2 working days prior to the intended date for moving into or moving out of their Lot, notify the Manager in writing to arrange and register a suitable date and time to facilitate that move. Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot;

b) All Members and Occupiers will be required to complete an indemnity form prior to and after the move for submission to the Manager or building

manager or other such persons delegated authority to supervise the moving in or out of the occupant;

c) Only lifts with lift covers installed are to be utilised for the purpose of moving in and out of a residence within the building;

d) All move-ins and move-outs of the building will only be permitted between the hours of 9:00 am and 6:00 pm Monday to Saturday, with no moves permitted to be made on Sundays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation and/or Manager.

e) Members or Occupiers of a Lot must ensure furniture removal vans do not park in any driveway or in any manner that may cause disruption, inconvenience or disturbance to occupants.

f) Members or Occupiers of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the Manager sufficient written notice to enable the Manager to arrange for a representative of the Manager to be present at the time of moving if it is considered necessary.

g) All boxes, cartons and containers used in the move-in or move-out must be removed and taken away by the relevant Member or Occupier moving in or out, and not be left anywhere in or about the building, including the garbage area facilities of the building;

h) Members or Occupiers may be charged a fee at the discretion of the Owners Corporation in the event boxes, cartons, containers and any other goods and chattels are not disposed of in accordance with the Rules of Use of the Owners Corporation;

i) Members or Occupiers of a Lot must comply with all rules and directions made by the Manager or Owners Corporation from time to time regarding moving in or moving out of a Lot.

6 Behaviour of Persons

6.5 Behaviour of Owners, Occupiers and Guests on Common Property

a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

1) Unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common

Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;

2) Encourage birds by feeding them;

3) Consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;

4) Use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;

5) Smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;

6) Dispose of cigarette butts, ash or any other rubbish over a balcony; or

7) Use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.

8) Permit any child under the control of any such Member or any Occupier of any such Member to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;

9) Do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by a Member or any Occupier of a Member's Lot;

b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:

1) When on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;

2) Observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and

3) Comply with the Rules and the Rules of Use.

6.6 Animals and Pets

a) An Owner or Occupier of a Lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its Lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such animal may interfere with the quiet enjoyment of an Occupier of another Lot;

b) Each Lot Owner and Occupier is liable to each other Lot Owner and their respective guests and invitees for any unreasonable nuisance, noise or injury to any person or damage to the common property caused by any animal brought in to or kept within the land parcel;

c) Each Lot Owner and Occupier is responsible to clean up all mess, soil and waste after any animal brought in to or kept within the land parcel;

d) Each Lot Owner and Occupier is responsible to keep all animals and pets on a leash while traversing on or about common property;

e) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel indemnifies and releases the Owners Corporation from and against any loss, damage, injury and cost incurred as a direct or indirect result of the animals' presence within the land parcel;

f) Each Lot Owner, Occupier and invitee that has brought or brings in to, keeps or has kept an animal within the land parcel is must not permit the animal to unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property;

g) Any additional cleaning, gardening or other costs incurred to the Owners Corporation as a result of the animal presence within the land parcel will be charged to the applicable Lot Owner.

6.7 Noise and Other Nuisance Control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

a) Use hammer drills, jack hammers or other machinery and tools that create excessive noise, banging or vibration in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or

b) Make or allow to be made noise from music or any machinery which may be heard outside the Lot between the hours of 10.30 pm and 8.30 am.

7 Dispute Resolution

7.5 Dispute Resolution, Including Internal Grievance Procedures, Hearing Procedures and Communication Procedures

a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.

b) The party making the complaint must prepare a written statement in the Approved Form.

c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

d) 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.

e) 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.

f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

g) 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 Act.

h) This process is separate from and does not limit any further action under Part 10 of the Act.

8 Notices

8.5 Notice of Damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation, its Manager or building manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.6 Notice of Accidents or Faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

a) The water pipes, gas pipes, electrical fixtures or installations; and

b) Any equipment, services or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9 Special Rules for the Developer

9.5 Special Rights for the Developer

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and common property 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;

b) Place anywhere on the common property signs and other materials relating to sale of Lots;

c) Conduct in a Lot or anywhere on the common property an auction of a Lot;

d) Use in any way it considers necessary any part of the common property for the purpose of selling Lots;

e) Use in any way it considers necessary any part of the common property to facilitate completion of the construction works.

9.6 Proprietors Consent

Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and agrees not to vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke or amend this Rule 9 or have the effect of adversely affecting the rights of the Developer in this Rule.

10 Owners Corporation obligations

The Owners Corporation must do all things reasonably required by the Developer to facilitate efficient and economic completion of construction of the

Lots and common property by the Developer 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 close off from access by Proprietors and Occupiers parts of the common property when it is necessary to do so.

11 Proprietor of Lot to notify Tenant of Rules

A Proprietor of a Lot covenants that in the event the Lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the Lot and at any other time when the rules are amended.

12 Definitions

"Act" means the *Owners Corporations Act* 2006;

"Building" means the building and improvements on the Land, inclusive where applicable of the Common Properties;

"Building Facilities" means the facilities located on the Common Property from time to time;

"**Common Property**" means the Common Property shown as Common Property 1 on the Plan;

"Developer" *means Bond bridge Chadstone Pty Ltd ABN 87 618 088 109* and the Developer's Mortgagee;

"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 successors in title to those persons or corporations;

"**Development**" means the development of the land situated at *19-25 Collins Street, CHADSTONE, VIC 3148;*

"**Facade**" means the exterior walls of the Building (which, for the avoidance of doubt, includes any glass walls, windows or balustrades);

"**Governmental Agency**" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Act;

"Land" means all the land in the Plan;

"**Lot**" means a Lot shown on the Plan being the Lots affected by the Owners

Corporation;

"**Manager**" means the manager appointed from time to time by the Owners Corporation pursuant to Section 119 of the *Owners Corporations Act 2006* and/or a building manager appointed from time to time by the Owners Corporation as notified from time to time to the Members;

"**Member**" means an owner of a Lot, a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of such Member;

"Occupier" means a person or persons other than a Member residing, leasing or licensing a Lot;

"**Owners Corporation**" means Owners Corporations 1 on the Plan;

"**Plan**" means Plan of Subdivision No. PS810026Q;

"Resident Manager" means any Building superintendent, concierge or manager appointed by the Owners Corporation to provide management and caretaking services in respect of the Building;

"Residential Lot" means any Lot on the Plan that is not Common Property;

"**Special Resolution**" has the same meaning as in the *Owners Corporations Act 2006*; and

"Window Coverings" means any window coverings to any windows or glassed area of a Lot.

STRATA SCORE PTY LTD

+61 (0) 3 9899 1125 | reception@stratascore.com.au

PO Box 39 Burwood VIC 3125

ABN: 23 610 327 136

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RE: MINUTES OF ANNUAL GENERAL MEETING
Property: 19 – 25 Collins Street Chadstone VIC

Please find attached Minutes for the Annual General Meeting held on the 28th of March 2022 at The Ashwood Hall.

Meeting start time: 4:00 PM
Meeting finish time: 5:16 PM

11 out of the 98 lots were represented either in person or by way of proxy, a quorum was not declared. The meeting would proceed with all decisions being "interim resolutions". The interim resolutions would become the final decisions of the Owners Corporation if no petitions were received within 29 days from the date of the meeting.

Should you desire any clarification on any of the resolutions passed at the Annual General Meeting or any other matter, please do not hesitate to contact our office during business hours on 03 9899 1125.

Kind Regards,

Michael Liu
Owners Corporation Manager

Attendees:

Lot	Unit	Name
B111	103/19 Collins Street Chadstone	Elvira Tjipto
B208	205/19 Collins Street Chadstone	Adriano Lucarelli
BUG3	G03/21 Collins Street Chadstone	Luis Carlos
BUG5	G05/21 Collins Street Chadstone	Don Ba Bui
BUG6	G06/21 Collins Street Chadstone	Robert Anderson
ALG7	G01/23 Collins Street Chadstone	Jalaj Sharma
ALG6	G06/25 Collins Street Chadstone	Ming Daniel Yong
AUG2	102/25 Collins Street Chadstone	Marianne Badawi & Trent Skorsis
AA106	206/25 Collins Street Chadstone	Daryl Plong

The following owners were present by proxy:

Lot B105 at 106/21 Collins Street Chadstone Prianka Naidu proxy to Michael Liu

The following owners have voted via postal vote:

Lot B107 at 101/21 Collins Street Chadstone Andrew Yen Huat Mak

Quorum not Reached 11%

Present by invitation:
Suzanne Herbert (Strata Score OCM)
Michael Liu (Strata Score OCM)
Jennifer Batten (Strata Score OCM)
Victor Zhang (Building Manager)

MOTIONS

1. CHAIRPERSON

Resolved that Owners Corporation Manager Suzanne Herbert chair the meeting.

Ordinary Resolution

MOTION: CARRIED

2. MINUTES FROM PREVIOUS SPECIAL GENERAL MEETING

Resolved that the minutes of the last special general meeting of the Owners Corporation be confirmed as a true record of the proceedings of that meeting.

Ordinary Resolution

MOTION: CARRIED

3. MANAGER'S REPORT

Resolved that the manager's report was tabled and adopted.

Ordinary Resolution

MOTION: CARRIED

4. DEBT RECOVERY

Resolved that pursuant to s. 30 of The Owners Corporation Act 2006, the owners corporation will recover any money owed to the owner's corporation via the following process:

- Issuing a written fee notice providing 28 days in which payment must be made
- Issuing a final notice if fees are not paid within 28 days of the initial notice. This incurs a cost to the lot owner
- Commencing legal action against the lot owner to recover outstanding fees plus legal fees, if fees remain unpaid 28 days after final notice is issued
- Issuing proceedings in VCAT to seek payment of outstanding fees, charges and legal costs, if the lot owner does not pay within 14 days of the legal letter of demand

Ordinary Resolution

MOTION: CARRIED

5. ANNUAL FINANCIAL REPORT

Resolved to adopt the accounts for the period ended 30/11/2021 for Owners Corporation on PS 810026Q. The accompanying financial report presents fairly, in all material respects, the financial position of Owners Corporation Plan No OC1 PS 810026Q as of 30 November 2021, and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of the Owners Corporation Act 2006.

Ordinary Resolution

MOTION: CARRIED

6. INSURANCE AND BUILDING EVALUATION

Valuation Amount: $31,560,00.00
Valuation Completed: 13 April 2021

Resolved that the Owners Corporation Manager be authorised to effect to reinsure the property of the expiration of the current policies and take out cover at the recommended amount and to pay the premium from the Owners Corporation. If there are insufficient funds the Manager has the approval to raise a special levy, if required.

Resolved that Under Division 6, Insurance section 54,55,56 & 59 of the Owners Corporation Act 2006, the Owners Corporation must take out full reinstatement and replacement insurance on all buildings and the common property. If owners have already taken out their own building insurance, we recommend that they view the current Insurance Policy and the Certificate of Currency to ensure that they are included under the policy. If the Owners Corporation has included the building, please contact your insurance company.

Ordinary Resolution

MOTION: CARRIED

7. INSURANCE EXCESS PAYMENT

Resolved that each lot owner will be responsible for the excess of an insurance claim, when claimable damage has been restricted to that lot exclusively, in accordance with s. 46-53 of the Owners Corporations Act 2006.

Ordinary Resolution

MOTION: CARRIED

8. ESSENTIAL SERVICES

That an annual schedule for the reporting and maintenance of compliance-related essential services is established in accordance with s. 1212-1214 of the Building Regulation 2006. This includes the procurement of an Annual Essential Safety Measures Report, as well as maintenance of all essential services deemed non-compliant in the report. A special levy is to be raised at the Managers or Committee of Management's discretion if extra funds toward non-compliant ESM items are required.

Ordinary Resolution

MOTION: CARRIED

9. MAINTENANCE FUND PLAN

Resolved that the maintenance plan report was tabled and discussed.

Resolved that the Owners Corporation add $20,000 + GST to the budget as maintenance fund contribution.

Ordinary Resolution

MOTION: CARRIED

10. GUTTER CLEANING

Resolved that gutter cleaning and gutter inspection are carried out on an annual basis. OC Manager to obtain a quote to be submitted to the committee for review and approval.

Ordinary Resolution

MOTION: CARRIED

11. APPEARANCE

Resolved that the external appearance of a lot cannot be changed except if authorised by ordinary resolution at a General Meeting or by postal ballot.

Resolved that items, except plants, cannot protrude above fence lines or the top railing of balconies except if authorised by ordinary resolution at a General Meeting or by postal ballot.

Resolved that items cannot protrude above the top railing of balconies except if authorised by ordinary resolution at a General Meeting or by postal ballot.

Ordinary Resolution

MOTION: CARRIED

12. GENERAL BUSINESS

Resolved that the Owners Corporation Manager sends a letter to the developer advising them that the owners are disappointed to have some lots sold to the Department of Housing. That this has caused security concerns at the building and the owners present urge the developer to not sell any more lots to the Department of Housing for future.

Resolved that the Owners Corporation Manager is to send the contact details of the Property Manager of the commission housing lots to all the owners and residents, advising them of the process to make any complaints towards the commission housing lots.

Resolved that the Owners Corporation Manager to obtain a quotation to add lights in the bike and foot path areas near the garden beds and any dark areas for the committees review and approval.

Resolved that the Owners Corporation Manager is to obtain a quotation to add traffic convex mirrors for around the corners in the basements for the committees review and approval.

Resolved that the Owners Corporation Manager is to seek alternative gardening quotations for the committees review and approval.

Resolved that the Owners Corporation Manager is to obtain a quote for window cleaning for the inaccessible windows for the committees review and approval.

Resolved that the Owners Corporation Manager is to provide a notice for building manager to put up to reiterate visitor parking rule.

Ordinary Resolution

MOTION: CARRIED

13. ELECTION OF COMMITTEE

Resolved to elect the new committee with the new members below:

1. Lot BUG9 – Joel Wille
2. Lot BUG3 – Luis Carlos
3. Lot AUG2 – Trent Skorsis
4. Lot BUG6 – Robert Anderson
5. Lot B304 – David Nguyen

Resolved that the chairman of the Committee of Management will be elected at the next Committee meeting.

Members were advised that in accordance with the Owners Corporation Act 2006, an Owners Corporation affecting 10 or more lots must elect a committee of at least three and not more than 7 members.

It was noted that Members of the committee must be lot owners or hold a proxy for a lot owner and that only one committee member can be appointed from any one lot. A lot owner or anyone acting as a proxy for a lot owner may nominate themselves for election as a committee member usually before the annual general meeting.

<u>A member of a committee of any Owners Corporation must:</u>

- Act honestly and in good faith
- Exercise due care and diligence
- Not make improper use of his or her position as a member to gain, directly or indirectly, an advantage for themselves or for any other person

Report to the Owners Corporation at each annual general meeting.

Ordinary Resolution

MOTION: CARRIED

14. INSTRUMENT OF DELEGATION

Resolved that the Committee be delegated all of the powers and functions that may be delegated under s.11 of the Owners Corporations Act 2006 (except for the powers or functions that require unanimous or special resolutions, or the power to delegate or the

powers delegated to the Manager)

Note: The Committee is required to appoint a chairperson and is charged with this duty as soon as practicable after the Annual General Meeting and no later than the completion of the first Committee Meeting.

Ordinary Resolution

MOTION: CARRIED

15. BUDGET

Resolved that the Owners Corporation on the plan of subdivision PS 810026Q approves the admin budget of $185,725.78 for OC1, $75,034.48 for OC2, $82,048.54 for OC3 including GST.

Resolved that fees will be payable quarterly in advance. Owners are requested to pay the first levy within 28 days of the date of issue to assist the cash flow of the Owners Corporation. That a special levy is raised to compensate for the administrative expenses that will be incurred prior to full-year levies being collected That the first levy of the next financial year be sent to owners based on the levies struck at this annual general meeting and any adjustments will be reflected in the levies due following the next annual general meeting.

Ordinary Resolution

MOTION: CARRIED

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006057506
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	09/12/2021 to 09/12/2022 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 810026Q
Situation	19-25 COLLINS STREET CHADSTONE VIC 3148

Policies Selected

Policy 1 – Insured Property
Building: $36,050,000
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $5,407,500

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $100,000

Policy 7 – Machinery Breakdown
Sum Insured: $50,000

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 14/01/2022

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

Strata Score
PROACTIVE • COLLABORATIVE • DEDICATIVE

The Collins & Bates Apartments



PROPERTY ADDRESS:

19-25 Collins Street,
CHADSTONE VIC 3148

A. PO Box 39 Burwood VIC 3125
P. +61 3 9899 1125
E. reception@stratascore.com.au
W. www.stratascore.com.au

New Property Owner Welcome Notice & Information Pack

Dear Owner,

We are the Owners Corporation Manager of ***19-25 Collins Street Chadstone***. We were advised that your settlement for your unit has successfully taken place. Congratulations on purchasing your new property and welcome you as a new Lot owner and member of this Owners Corporation.

Under the Victorian legislation for an Owners Corporation (formally body corporate), there are several statutory requirements that an Owners Corporation is required to fulfil so that it complies with the relevant regulations. It includes items such as maintaining adequate replacement insurance cover for the buildings that it is liable to insure and to administer, repair and maintain the common property as registered to the Owners Corporation. Accordingly, some responsibilities reside with all Lot owners forming a part of the Owners Corporation to enable the Owners Corporation to perform its functions, and effectively operate.

Owners Corporation Contributions / Levies

A Lot owner must contribute to the Owners Corporation funds to meet the expenses that will incur for the common property. These expenses are dependent on the features of your property and what services or amenities are in place. Typically, these may include day-to-day operating costs such as common property utilities – water and electricity, routine garden upkeep, cleaning services, general repairs and maintenance items that may arise and the building insurance premium. We might also collect funds in anticipation of future capital retention works.

The contribution amount for your unit is payable every quarter. You will receive a levy fee notice from our accounting office 30 days before the due date of every installment.
Invoices for the contributions are issued on behalf of the Owners Corporation one month before their due date.

Upon the conclusion of the Owners Corporations 12-month financial reporting period each year at an Annual General Meeting of the Owners Corporation, a forecasted budget of expected expenses for the next 12- month financial reporting is approved and set by the Owners. A copy of the most recent Annual General Meeting minutes and annual resolved budget is enclosed for your information with this welcome pack.

Insurances

The Owners Corporation maintain a policy encompassing the mandatory building insurance coverage structure and fixtures of the buildings, any common contents and public liability of the common property as required by law. The anticipated building insurance premium costs are raised as a part of the annual budget and levies raised of the Owners Corporation Contribution each year.

Please be mindful that the building insurance does not extend to cover fixtures and fittings inside the boundaries of your Lot that are defined under legislation as contents - this includes carpets, curtains, light fittings. A Lot owner should seek independent advice from their insurance broker or provider on a suitable content and/or Landlord insurance policy.

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Frequently Asked Questions - New Lot Owners

What is an Owners Corporation?

An Owners Corporation is the legal entity which is created when subdivision plans with 2 or more Lots effected by the subdivision are registered at Lands Victoria. This entity is formed by those who own the titles on the plan and is governed and regulated under the Owners Corporation Act 2006.

Owner Corporation multi-Lot dwellings are usually apartment buildings, blocks of units or flats, groups of townhouses and can also be housing estates with registered common property or amenities.

By law, an Owners Corporation (formerly known as a Body Corporate) is responsible for the management of the registered common property of their property development. Common property may include lobbies, car and passenger lifts, pathways, driveways, common gardens, car parks and stackers, fire equipment or any other facility set up for use by owners and residents. The registered common property boundaries of the Owners Corporation are defined as any parcel of land or property not belonging to or forming a part of any individual title encumbrance effected by the plan.

Do I have to have an Owners Corporation?

As the registered title for your property is affected by the registered plan of subdivision and an Owners Corporation, you automatically became a member forming a part of the Owners Corporation entity when you took possession of the property upon settlement and have a legal and financial responsibility to the Owners Corporation,

What does the Owners Corporation Do?

The Owners Corporation administers power and functions to manage the common property as defined by the plan of subdivision and enforces rules, regulations and by-laws. It ensures the areas and facilities it is responsible for are comprehensively insured and maintained

A. PO Box 39 Burwood VIC 3125
P. +61 3 9899 1125
E. reception@stratascore.com.au
W. www.stratascore.com.au

What do my levies pay for?

The administrative expenses of an Owners Corporation and the corresponding fees paid by the owners vary from property-to-property based on the specific requirements of the common property. Generally, this may include funding toward some of the following: -

- Buildings and Public Liability Insurance
- General Maintenance and Repairs
- Common Power, Water and Gas
- Lift Maintenance
- Fire Protection Equipment and Services
- Essential Service Inspections
- Gardening and Caretaking
- Emergency expenditure such as leaks, blockages, electrical faults and insurance claim excesses
- General administration – e.g.: issuing of correspondence, invoices, minutes and certificates.

Who issues the fee contributions?

The Owners Corporation manager will issue fees and levies on behalf of the Owners Corporation at the rate and frequency resolved by the Owners Corporation at the most recent Annual General Meeting,

Who determines how much I have to pay?

Owners Corporation Contributions are determined by the owners at the Annual General Meeting and are divided proportionately in accordance with the registered plan of subdivision Lot Liability.

Where does all of the money go?

All Owners Corporation Contributions are deposited into an account in the name of the Owners Corporation that is held in trust by the manager on behalf of the Owners Corporation

What is a Committee?

A Committee of Management is a number of owners (or their representatives) who are elected at an Annual General Meeting of the Owners Corporation to act on behalf of all the owners.

When an Owners Corporation is comprising of 13 or more Lots, is mandatory that a Committee of Management be elected, whereas smaller Owners Corporation it is elective whether or not to have a committee of place. A Committee must have at least three (3) and no more than twelve (12) members in Victoria.

What does the Committee do?

A Committee is delegated all power and function of the Owners Corporation to make decisions. General duties of the Committee or its members may include oversees the daily maintenance, action items approved at annual meetings, liaise with the Owners Corporation services regarding the operation of the Owners Corporation. From time to time, the Committee may be required to manage dispute resolution of matters arising during the year in which they are elected.

What does Strata Score do?

In addition to assisting with finances, insurance, administration, meetings and maintenance functions, an Owners Corporation can delegate the manager to carry out a range of additional, specific functions under a contract agreement. That being said, the fundamental role of Strata Score is to ensure the Owners Corporations compliance with the Owners Corporations Act 2006, Owners Corporation Regulations 2007 & 2018 which includes the following: -

- Preparing and providing financial summary statements to all members prior to the Annual General Meeting (AGM) including the Owners Corporation budget
- Managing the building insurance requirements
- Organizing repairs and maintenance to common property
- Managing Payments of all invoices
- Maintaining and managing all common service agreements and contracts
- Archiving all documentation
- Circulation of Minutes, Notices and Special Correspondence
- Levying of Contributions
- Commence debt recovery procedures against non-financial owners
- Holding and chairing the Owners Corporation General Meeting
- Providing Owners Corporation Certificates as required (at appropriate costs)
- Maintaining the Owners Corporation register

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Strata Score
PROACTIVE • COLLABORATIVE • DEDICATIVE

Client Information Form – Lot Owner

Please use this form to provide us with your preferred contact details or to notify us of any updates and changes to this information.

Owners Corporation Strata Plan No.:		
Address of the Property:	Lot No.:	Unit No.: *(leave blank if the same as Lot No.)*
	Street Address:	
	Suburb:	Postcode:
Name of Lot Owner/s: *If this is a company, please list both the name of the registered company on title and the director/s (or preferred authorised contact person/s)*		
Contact Details:	Phone 1:	Phone 2:
	Email: If you opt to receive notice by POST please check box	
Postal Address: *When providing a PO Box as your preferred delivery address, you must also advise of your current residential address.*	Same as the above ☐ *(please select if owner occupier)* **OR** Other ☐ *(please complete postal address details below)*	
	Street Address:	
	Suburb:	Postcode:
	Residential Address: *(if different from postal address)*	
Managing Agent: *If applicable*	Name (Company):	
	Address:	
	Phone:	Contact Person:
	Send fee notices for payment to Rental Agent - Yes ☐ No ☐ *(please tick)*	

Completed by: _____ *(signature)*

_____ *(name)* dated:

Please return completed client information form to Strata Score Pty Ltd
Email: Reception@stratascore.com.au
Post: Box 39 Burwood, VIC, 3125

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.6.2.1 OA/1219

1. GENERAL CONDITION

This form is the written record of your Tenancy Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the OWNER/AGENT and TENANT(S) must complete an Entry Condition Report, and both keep a copy for their records. TENANT(S) must return the **Entry Condition Report within 3 (three) business days**; beyond that TENANT(S) agreed and accepted the condition of the rented premises as on the Entry Condition Report.

1.1. RENTED PREMISES AND RENT

The OWNER lets the TENANT(S) of the RENTED PREMISES specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the date specified in Schedule A and payable by the TENANT(S) to the party specified in Schedule A.

1.2. BOND

The TENANT(S) shall pay a BOND of the amount specified in Schedule A to the OWNER/AGENT on or before the signing of this Agreement. In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the BOND with the Residential Tenancies Authority within ten business days after receiving the BOND. If the TENANT(S) does not receive a bond receipt from the Residential Tenancies Bond Authority (RTBA) within 15 business days of handing over the bond month, TENANT(S) should contact the RTBA on 1300 13 71 64.

1.3. FIXED TERM TENANCY

The term of this Agreement must be as specified in Schedule A. COMMENCING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

OR

PERIODIC TENANCY

The Agreement must commence on the date specified in Schedule A and continue until terminated in accordance with the *Residential Tenancies Act 1997.*

1.4. CONSENT TO ELECTRONIC SERVICE

a) Express Consent

The OWNER and the TENANT(S) consent to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8 at the email address specified in Schedule A.

b) Inferred Consent

The OWNER or the TENANT(S) must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications if the OWNER or the TENANT(S) has not consented to electronic service.

c) Change of Electronic Address

The OWNER or the TENANT(S) must immediately give notice in writing to the other party if the email address for electronic service specified in Schedule A changes.

d) Withdrawal of Consent

1. The OWNER or the TENANT(S) may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic communication.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. CONDITION OF THE PREMISES

The OWNER must ensure that the premises are maintained in good repair. If the OWNER owns or controls the common areas relating to those premises, the OWNER must take reasonable steps to ensure that the common areas are maintained in good repair.

2.1. DAMAGE TO THE PREMISES

a) The TENANT(S) must ensure that care is taken to avoid any damages to the rented premises.
b) The TENANT(S) must take reasonable care to avoid damaging the rented premises and any common areas.
c) The TENANT(S) who becomes aware of damage to the rented premises must give notice to the OWNER of *any* damage to the premises as soon as practicable.

2.2. CLEANLINESS OF THE PREMISES

a) The OWNER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT(S) is to enter into occupation of the premises.

b) The TENANT(S) must keep the premises in a reasonably clean condition during the period of Agreement.

2.3. USE OF PREMISES
a) The TENANT(S) must not use or allow the premises to be used for any illegal purpose.
b) The TENANT(S) must not use or allow the AGENT to be used in such a manner that causes a nuisance or interfere with the reasonable peace, comfort or privacy of any occupant(s) of neighbouring premises.

2.4. QUIET ENJOYMENT
The OWNER must take all reasonable steps to make sure that the TENANT(S) has quiet enjoyment of the premises.

2.5. ASSIGNMENT OR SUB-LETTING
a) The TENANT(S) must NOT assign or sub-let the whole or any part of the premises without the consent of the OWNER. The OWNER'S consent must not be unreasonably withheld.
b) The OWNER must not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the OWNER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.49 in order to transfer a tenant within an existing agreement that has more than three months expiration term.

3. *RESIDENTIAL TENANCIES ACT 1997*
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party (Note: reference should be made to the *Residential Tenancies Act 1997* for further Rights and Duties). ADDITIONAL TERM(S) which do not take away the rights and duties included in the *Residential Tenancies Act 1997* may be set out in this Section. Moreover, additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria).

3.1. The TENANT(S) shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The TENANT(S) shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The TENANT(S) shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the TENANT(S) shall pay the OWNER all increased premiums and any other expenses incurred as a consequence of this term.

3.4. The TENANT(S) agrees to pay the OWNER any excess amount or any additional premium charged by the OWNER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises where the damage has been caused by the TENANT(S), or by anyone on the premises with the consent of TENANT(S).

3.5. The TENANT(S) shall indemnify the OWNER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT(S) or anyone on the rented premises with the consent of the TENANT(S). Without limiting the generality of the foregoing, the TENANT(S) shall indemnify the OWNER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the TENANT(S), or by anyone on the rented premises with the consent of the TENANT(S).

3.6. The TENANT(S) shall be liable for the cost of repairing the damage they caused, and OWNER shall give the TENANT(S) a repair notice for the damage caused by TENANT(S) to the rented premises.

3.7 The TENANT(S) shall notify the OWNER or AGENT immediately upon becoming aware of any defects in the rented premises or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.8 The TENANT(S) shall indemnify the OWNER against all liabilities in respect of injury or damage to any third person or the third party to the rented premises arising from any conduct, act, or omission by the TENANT(S), or the TENANT(S)'S servants, agents and/or invitees.

3.9 The TENANT(S) shall not paint, or affix any sign, or any antenna onto the rented premises, or any installation of National Broadband Network, or affix any nail, screw, fastening, or adhesive to the interior of the rented premises without the prior written consent of the OWNER or AGENT. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.10 The TENANT(S) acknowledges that it is the TENANT(S)' responsibility upon the termination of the Agreement to deliver the keys of the rented premises held by the TENANT(S) to the AGENT'S office in person, and that rent on the rented premises is payable until the keys are delivered.

3.11 The TENANT(S) shall obtain OWNER consent to make any modifications to the rented premises. TENANT(S) will remain responsible for restoring any changes made to the rented premises and will be able to lodge a restoration bond to cover the future removal of the fixture. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.12 The TENANT(S) must not grant a license or part with occupation of the rented premises, or a part of the rented premises to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the OWNER prior written consent which, if given, may be subject to reasonable conditions.

3.13 The TENANT(S) shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.14 The TENANT(S) shall obtain the OWNER's consent to keep ANY pet.

3.15 The TENANT(S) shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT(S) for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.16 The TENANT(S) shall not hang any clothes outside the rented premises other than where provision for the hanging of clothes has been provided.

3.17 The TENANT(S) shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the rented premises.

3.18 The TENANT(S) acknowledges and agrees that there will be NO SMOKING inside the rented premises during the term of the tenancy.

3.19 The TENANT(S) shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.20 The TENANT(S) acknowledges that no promise representations, warranties or undertakings have been given by the OWNER or AGENT in relation to the suitability of the rented premises for the TENANT(S)' purposes or in respect of the furnishings or fittings of the rented premises other than as provided herein.

3.21 The TENANT(S) agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the rented premises and the common property provided that the TENANT(S) shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the OWNER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.22 In accordance with the provisions of Section 44 of the *Residential Tenancies Act 1997*, the OWNER may from time to time and at any time, other than within the term specified in the Schedule A as the fixed term increase the rent by giving the TENANT(S) at least 60 days' notice of the increase.

3.23 The TENANT(S) shall at the TENANT(S)' expenses replace all lighting tubes, globes, and batteries to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.24 The TENANT(S) agrees to pay the administration fee *(non-reimbursable)* as on clause 3.25 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.10.

3.25 The TENANT(S) agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the tenants' transfer processing fee on the clause 3.49.

3.26 The TENANT(S) agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the rented premises in accordance with the water restrictions *if applicable to the rented premises*.

3.27 The TENANT(S) in the occupation of the rented premises is changed during the term of the tenancy, the TENANT(S) must as soon as practicable notify the OWNER or AGENT in writing and comply with clause 2.5.

3.28 The TENANT(S) assign the tenancy or sub-let in contrary to clause 2.5, or the TENANT(S) abandon the rented premises, the TENANT(S) may be required to reimburse the OWNER's letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new tenant and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
c) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.29 The TENANT(S)' obligation to pay the OWNER's re-letting expenses is dependent upon the OWNER taking reasonable steps to mitigate any loss arising from the TENANT(S) default or due to the event on clause 3.27.

3.30 If the TENANT(S) wishes to vacate the rented premises at the expiration of this Agreement, the TENANT(S) shall give the OWNER or AGENT a written notice of the TENANT(S)' intention to vacate 28 days prior to the expiration of the Agreement.

3.31 If the TENANT(S) remains in occupation of the rented premises after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the TENANT(S) must give written notice of the TENANT(S)' intention to vacate the rented premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT(S) gives notice.

3.32 The TENANT(S) shall allow the OWNER or AGENT to put on the rented premises a notice *'to let'* during the last month of the term of this Agreement. The TENANT(S) shall also allow the OWNER or the OWNER'S AGENT to put on the rented premises a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the rented premises by the OWNER or the OWNER'S AGENT to present the rented premises to prospective purchasers or TENANT(S) upon 24 hours notice or by Agreement with the TENANT(S) and the OWNER or the OWNER'S AGENT.

3.33 The TENANT(S) acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The TENANT(S) further acknowledges that failure to abide by this section of the Act renders the TENANT(S) liable to a penalty as stated on the Act.

3.34 The TENANT(S) agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises including common property. The TENANT(S) also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the rented premises or the land or common property on which it is situated to their original condition forthwith.

3.35 The TENANT(S) must:
a) Check each smoke detector in the rented premises on a six-monthly basis to confirm that it is kept entirely operated. These checks are to ensure the safety of the TENANT(S) and the security to the rented premises as the duty of care.
b) Immediately notify the OWNER/AGENT of any faulty smoke detector and confirm this advice to the OWNER/AGENT in writing on the same day.

3.36 The TENANT(S) agrees that the person or persons who sign the Tenancy Agreement together with their dependent children are to be the ONLY occupants of the rented premises.

3.37 The TENANT(S) agrees:
a) Payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) Rent will be paid up to **three (3)** days prior to the TENANT(S) due date, as monies take three business days to clear into the trust account.
c) EXACT rent payments in full are to be tendered with the correct Tenant's Reference as provided.
d) Receipts will not be sent in the mail unless specifically requested.
e) If the TENANT(S) fail to make a rent payment under the terms of this agreement on the due date for payment and the OWNER and/or the OWNER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the TENANT(S) will reimburse the OWNER and/or the OWNER'S AGENT the full amount of those fees and/or charges on demand.
f) In accordance with the *Residential Tenancies Act 1997*, any costs incurred by the AGENT to retrieve rent arrears will be met by the TENANT(S).

3.38 For the purpose of clause 3.37 – point E and F, the fees and/or charges includes additional interest (if any) paid or payable by the OWNER and/or OWNER'S AGENT to an authorised deposit-taking institution, financier, service provider, or contractor.
"Authorised deposit-taking institution" has the same meaning as in the *Banking Act 1959 (Cth)*.

3.39 In accordance with the *Residential Tenancies Act 1997*, if the TENANT(S) changes the locks at the premises, the TENANT(S) agrees to provide a duplicate key to the AGENT immediately. The TENANT(S) is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 3.24.

3.40 The TENANT(S) hereby agrees to be responsible for all breakages at the rented premises whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.41 The TENANT(S) agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.42 The TENANT(S) agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the rented premises occupied. Parking on any lawn areas is NOT permitted.

3.43 The TENANT(S) agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the rented premises are those nominated on the Tenancy Application Form and that the TENANT(S) will make a written application to the AGENT in the event that any increase is required.

3.44 The TENANT(S) agrees to take all reasonable steps to ensure that the rented premises are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the TENANT(S), all costs incurred, including fumigation, will be payable by the TENANT(S).

3.45 Should the TENANT(S) finds it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) Immediately inform their property manager in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) Reimburse the OWNER all advertising costs incurred in obtaining a new tenant; and
c) If the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the TENANT(S) agrees to pay a one-week rent fee for the opportunity cost of the OWNER.

3.46 Should the TENANT(S) finds it necessary to vacate the rented premises prior to the expiry date of the lease, she/he will:
a) Immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the rented premises;
b) Reimburse the OWNER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new tenant, and rental tenancy database reference check on new applicants;
c) Continue maintaining the said rented premises, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
d) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.47 The TENANT(S) hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The TENANT(S) hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.48 The TENANT(S) acknowledges that he/she is responsible for arranging private contents insurance (and or tenant insurance), as the OWNER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.35 accordingly.

3.49 The TENANT(S) agrees to inform the agent in writing prior to any tenant transfers and or changes taking place. The TENANT(S) understands and agrees that each ingoing tenant must complete an application form and supporting documents as required and must be approved by the OWNER, prior to the tenant transfer taking place. The *ingoing* and or *outgoing* tenants agree to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the OWNER's cost as stated in clause 2.5) once the tenant transfer is approved. The TENANT further agrees to ensure all documentation formalising the tenant transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.50 The TENANT(S) acknowledges that ALL requests for maintenance to the rented premises, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.51 No consent or waiver of any breach by the TENANT(S) of the TENANT(S)' obligations under the *Residential Tenancies Act 1997* shall prevent the OWNER from subsequently enforcing any of the provisions of this Agreement.

3.52 The TENANT(S) acknowledges that the rented premises are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.53 This Agreement may be amended only by an Agreement in writing signed by the OWNER and the TENANT(S).

Please return the signed Residential Tenancy Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station Street, Oakleigh, VIC 3166

XYNERGY REALTY Residential Tenancy Agreement - Schedule A
Residential Tenancies Act* 1997 – *Section 26
Residential Tenancies Regulations 2019 Regulation 8 – Schedule 1 Form 1

OWNER	Name:	**Kar-Lun Lee & Wai Man Tung**
AGENT	Name:	**Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
	Business Address:	**19 Station Street, Oakleigh, VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**
TENANT(S)	Name:	**Abdulatif Haidari & Mohammad Emran Khan**
	Email:	**latifhaidari@hotmail.com; m.emran.khan2243@gmail.com**

RENTED PREMISES Address **305/19 Collins Street, Chadstone, VIC, 3148**

RENT **$1,651.00** Per Month
Payable on the **End** of each month

BOND
The TENANT(S) must pay the bond amount specified below. The TENANT(S) must transfer the bond monies to the AGENT'S Trust Account on or before the Commencement Date. In accordance with the *Residential Tenancies Act 1997,* the OWNER/AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within ten business days after receiving the bond. If the TENANT(S) does not receive a Bond Receipt from the RTBA within 15 business days of handing over the bond money, they should contact the RTBA by either calling 1300 13 71 64 OR emailing rtba@justice.vic.gov.au
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Bond Amount: **$1,651.00**

PERIOD: **12 Months**

Fixed Period ☑ - *The period of the Agreement*
Commences on: **1/04/2021** Ends on**: 31/03/2022**
Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

URGENT REPAIRS
The Owner authorises the Agent to undertake urgent repairs in accordance with the *Residential Tenancies Act 1997* up to $1,800 (plus GST).

SIGNATURES

OWNER
Signature of AGENT on behalf of the OWNER *Name:* ***Chris Sun*** *Date:* Apr 1, 2021

TENANT(S)
Signature of TENANT 1 *Name:* ***Abdulatif Haidari*** *Date:* Mar 30, 2021
Abdulatif (Mar 30, 2021 06:12 GMT+11)

Signature of *TENANT 2* *Name:* ***Mohammad Emran Khan*** *Date:* Apr 1, 2021
Mohammad Emran khan (Apr 1, 2021 09:33 GMT+11)

Prepared on: 29 March 2021

PT3088_RTA-010421-310322

Final Audit Report 2021-03-31

Created:	2021-03-29
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
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