Contract of Sale of Land

Property:

Unit 5, 45 YORK Street, Richmond VIC 3121

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:062927

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 ...../…..……/2025

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 ...../…..……/2025

Print names(s) of person(s) signing: **DARYL ALWYN TABER and CATHY LEANNE TABER**

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: DARYL ALWYN TABER and CATHY LEANNE TABER

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: 062927

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	11322	Folio	401	10	PS 635269M

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 5, 45 YORK Street, Richmond VIC 3121

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 20.2 (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 be 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 able to 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.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

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 5, 45 YORK STREET, RICHMOND VIC 3121

Vendor's name	DARYL ALWYN TABER	Date / /
Vendor's signature	_____	
Vendor's name	CATHY LEANNE TABER	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

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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):

No such Building Permit has been granted to the vendor's knowledge

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

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

VOLUME 11322 FOLIO 401 Security no : 124125544679V
Produced 21/06/2025 05:50 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 635269M.
PARENT TITLES :
Volume 07739 Folio 086 Volume 08048 Folio 116 Volume 09332 Folio 603
Volume 11211 Folio 346 to Volume 11211 Folio 351
Created by instrument PS635269M 09/12/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DARYL ALWYN TABER
CATHY LEANNE TABER both of 122 COMMERCIAL STREET KANIVA VIC 3419
AJ485428B 13/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ485429Y 13/02/2012
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS635269M 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 5 45 YORK STREET RICHMOND VIC 3121

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS635269M

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DOCUMENT END

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Signed by Council: Yarra City Council, Council Ref: SP11/0056, SC11/0072, Original Certification: 02/12/2011, S.O.C.: 02/12/2011

PLAN OF SUBDIVISION

STAGE NO. /

LRS use only. **EDITION 1**

Plan Number **PS635269M**

Location of Land

Parish: JIKA JIKA

Township: .....

Section: .....

Crown Allotment: .....

Crown Portion: 38 (Part)

Title Reference: Vol. 7739 Fol. 086
Vol. 9332 Fol. 603
Vol. 8048 Fol. 116
Vol. 11211 Fol. 346-351

Last Plan Reference: Lot 1 on TP134221X
Lot 1 on TP814322B
Lot 1 on TP230757S
Lots 1 to 5 on TP23006W
Lot 1 on TP23007U

Postal Address: 41 - 49 York Street
Richmond 3121

MGA Co-ordinates (of approx centre of plan) E 323 340 N 5813 070 Zone: 55

Council Certificate and Endorsement

Council Name: ..... Ref. .....

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
   Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage ....

Council delegate

Council seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council delegate

Council seal

Date / /

Vesting of Roads and / or Reserve

Identifier	Council / Body / Person
NIL	NIL

Notations

Depth Limitation Does not apply

Staging This is not a staged subdivision.
Planning Permit No. .....

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 SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Easements shown on TP134221X, TP814322B, TP230757S, TP23006W & TP23007U shall merge upon registration of this plan.

CP1 denotes Common Property 1
P denotes Projection (Horizontal projections are from the underside of the relevant structure)
B denotes Balcony
T denotes Terrace
ST denotes Store

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY

All lots and Common Property 1 are defined in the diagrams herein.

Common Property 1 is all the land in this plan except the lots and includes the structure of all walls (including glass walls / parapets / balustrades), floors and ceilings defining boundaries.

All internal columns, service ducts, pipes and vents within the building, that exist for the benefit of all the land in this plan, are deemed to be part of Common Property 1. The positions of all these internal columns, ducts, pipes and vents have not necessarily been shown on the diagrams contained herein.

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:
Interior Face: All boundaries
Boundaries shown by thick broken lines in sections herein are the projection of the interior face defining the boundary of the relevant lot unless shown otherwise.
(Interior face is defined as the structural face internal to the lots and CP1)

Car space and storage lots
Upper boundaries of car space lots on the Basement are 2m above the topside of the concrete floor defining their lower boundaries. Refer to Sheet for Typical Carpark/Store Section.

THIS IS A SPEAR PLAN

Survey This plan is based on survey.

York Street Apartments
Area of Site: 2226m²
No. of Lots: 71 and Common Property 1

Easement Information

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

Easements and rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to all Land in this plan.

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

LRS use only

Statement of Compliance/ Exemption Statement

Received ☑

DATE 6 /12 / 11

LRS use only

PLAN REGISTERED

TIME 2:32

DATE 9 /12/ 11

Randall McDonald

.....

Assistant Registrar of Titles

Sheet 1 of 15

TAYLORS DEVELOPMENT STRATEGISTS
PTY. LTD. A.B.N. 48 042 392 373
ISO9001 Certificate No.851
· Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.
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Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

LICENSED SURVEYOR : RICHARD ILLINGWORTH

Signature DIGITALLY SIGNED Date / /

REF. 1640-72L VERSION 7

.....

Date / /

Council Delegate Signature

Original sheet size A3

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PLAN OF SUBDIVISION

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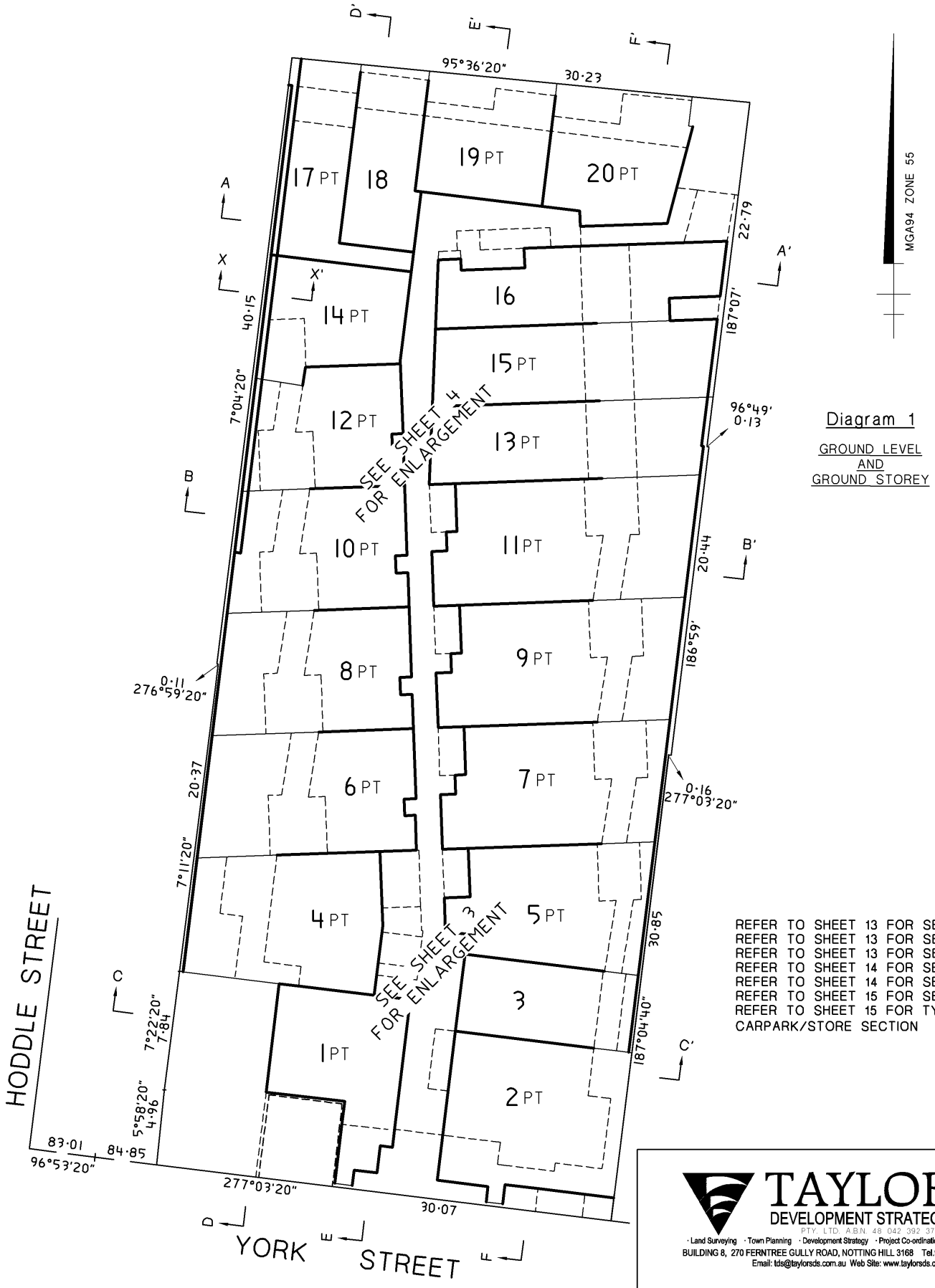


Diagram 1

GROUND LEVEL AND GROUND STOREY

REFER TO SHEET 13 FOR SECTION A - A'
REFER TO SHEET 13 FOR SECTION B - B'
REFER TO SHEET 13 FOR SECTION C - C'
REFER TO SHEET 14 FOR SECTION D - D'
REFER TO SHEET 14 FOR SECTION E - E'
REFER TO SHEET 15 FOR SECTION F - F'
REFER TO SHEET 15 FOR TYPICAL CARPARK/STORE SECTION

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ORIGINAL		SCALE	LICENSED SURVEYOR :	Sheet 2
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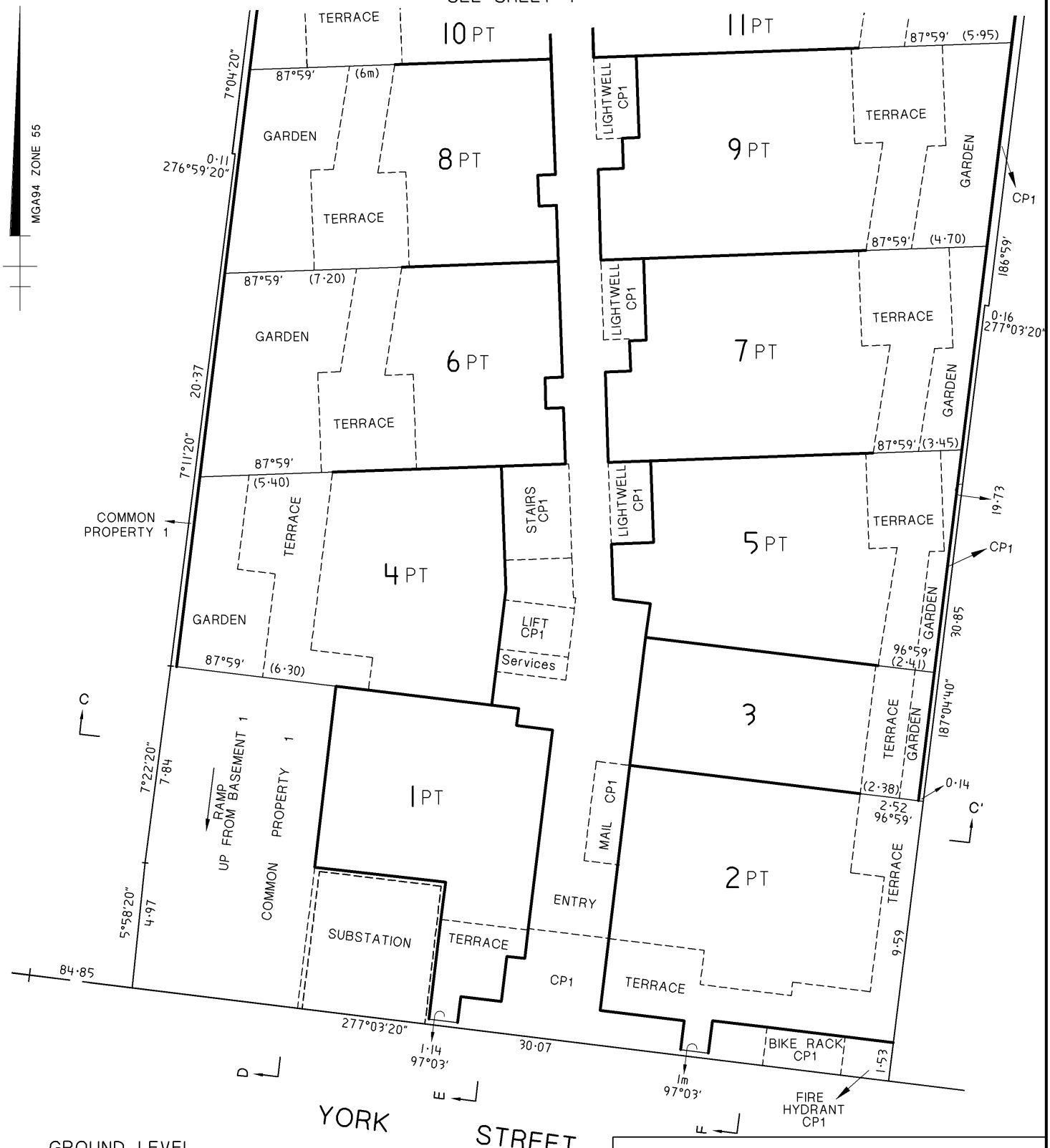
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SEE SHEET 4



GROUND LEVEL
AND
GROUND STOREY

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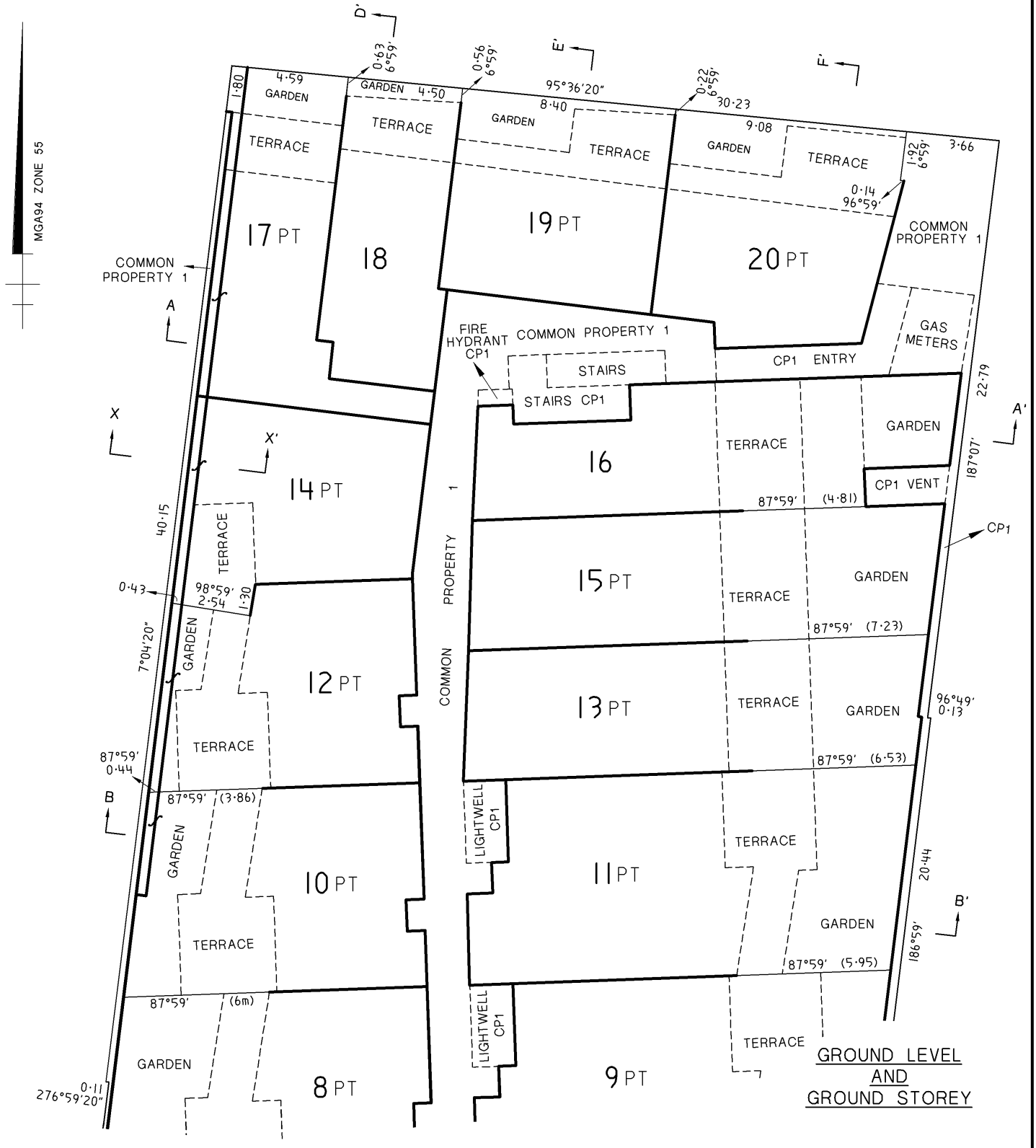
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SEE SHEET 3

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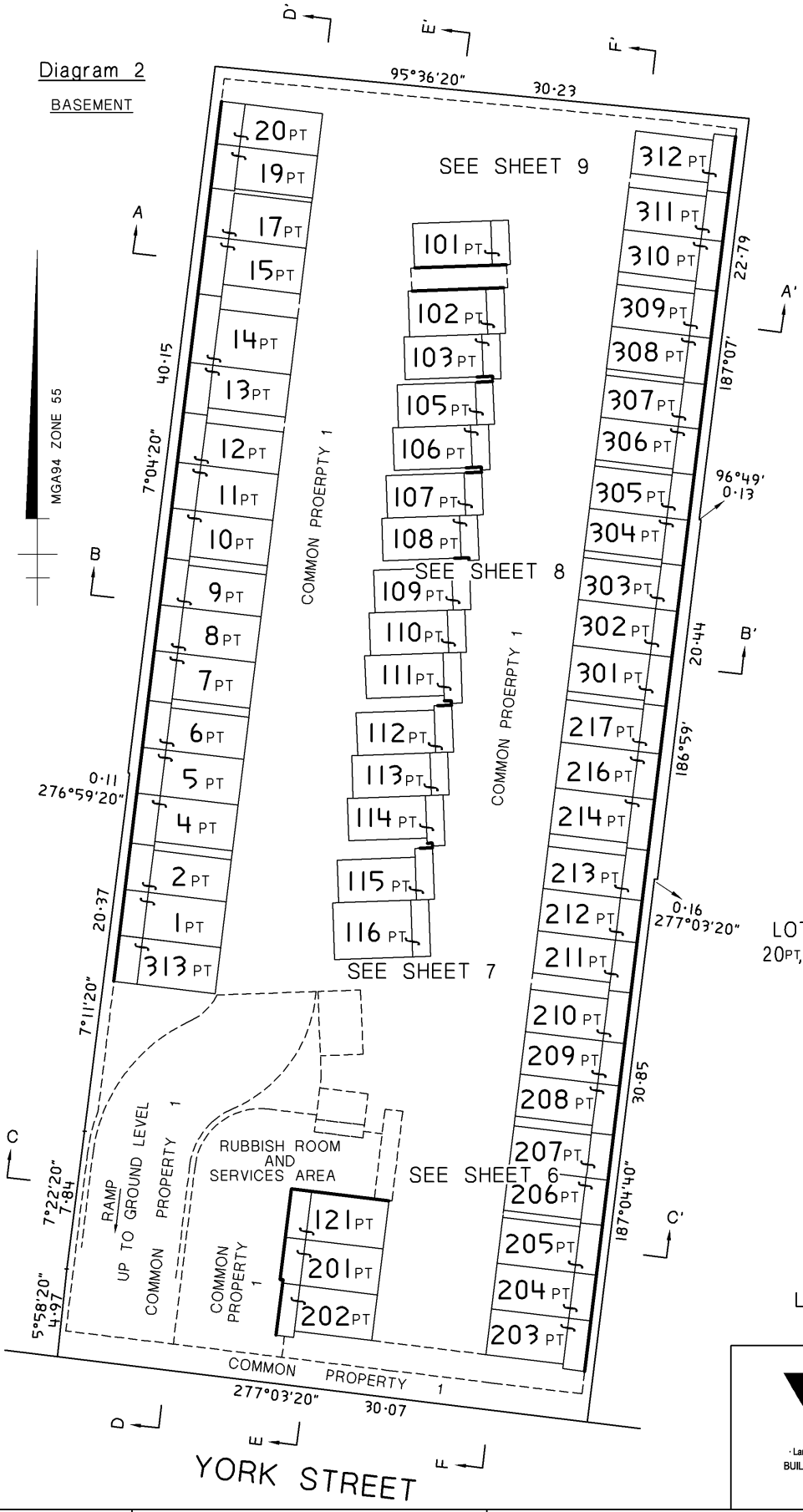
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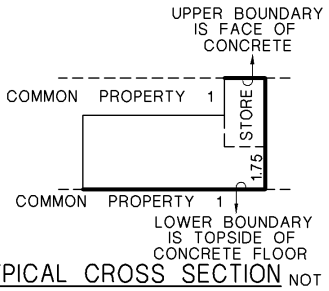
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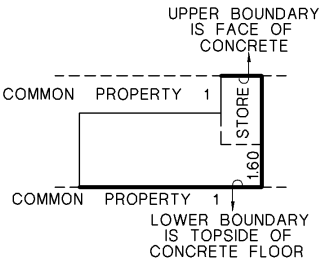
Diagram 2

BASEMENT

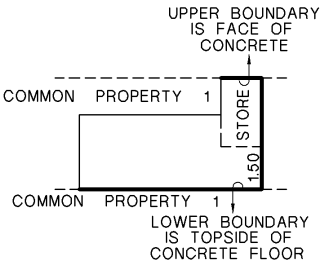




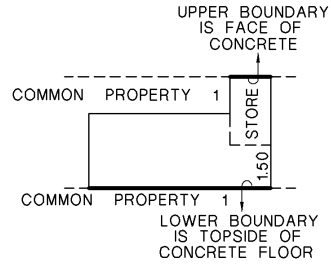
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(All Inclusive)



TYPICAL CROSS SECTION NOT TO SCALE
LOTS 210PT to 212PT (All Inclusive)



TYPICAL CROSS SECTION NOT TO SCALE
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TYPICAL CROSS SECTION NOT TO SCALE
LOTS 101PT to 103PT and 105PT to 116PT
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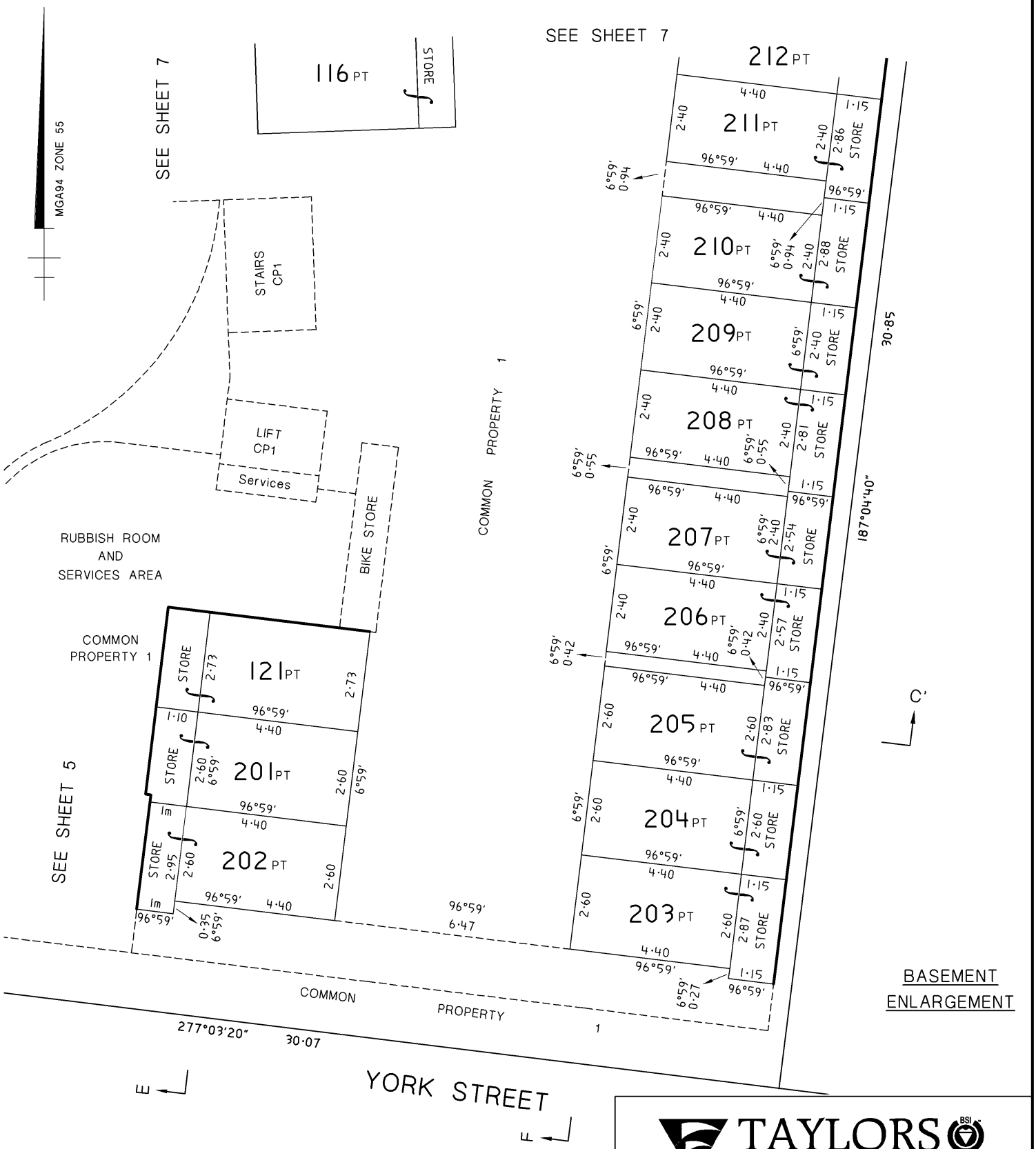
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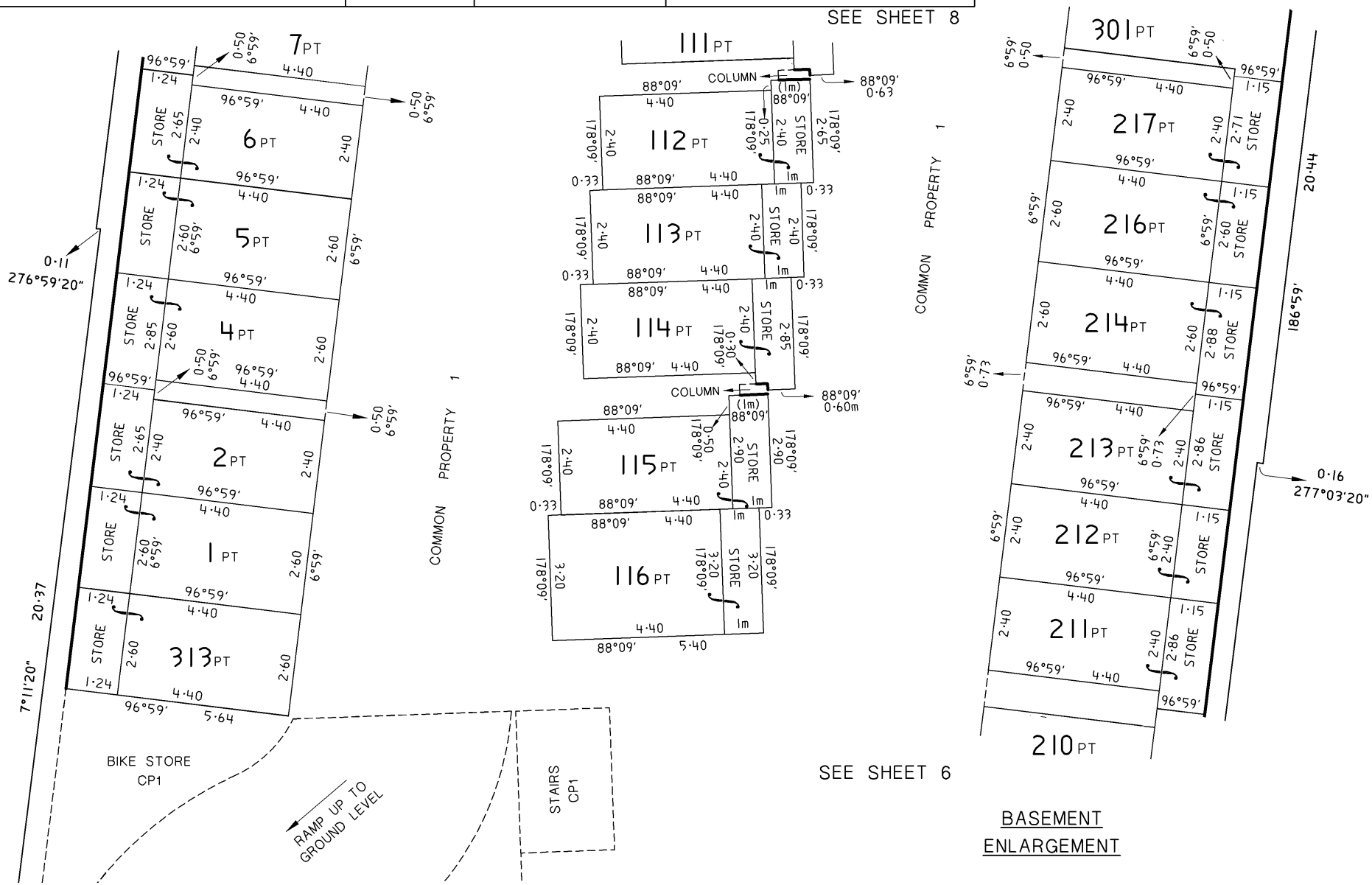
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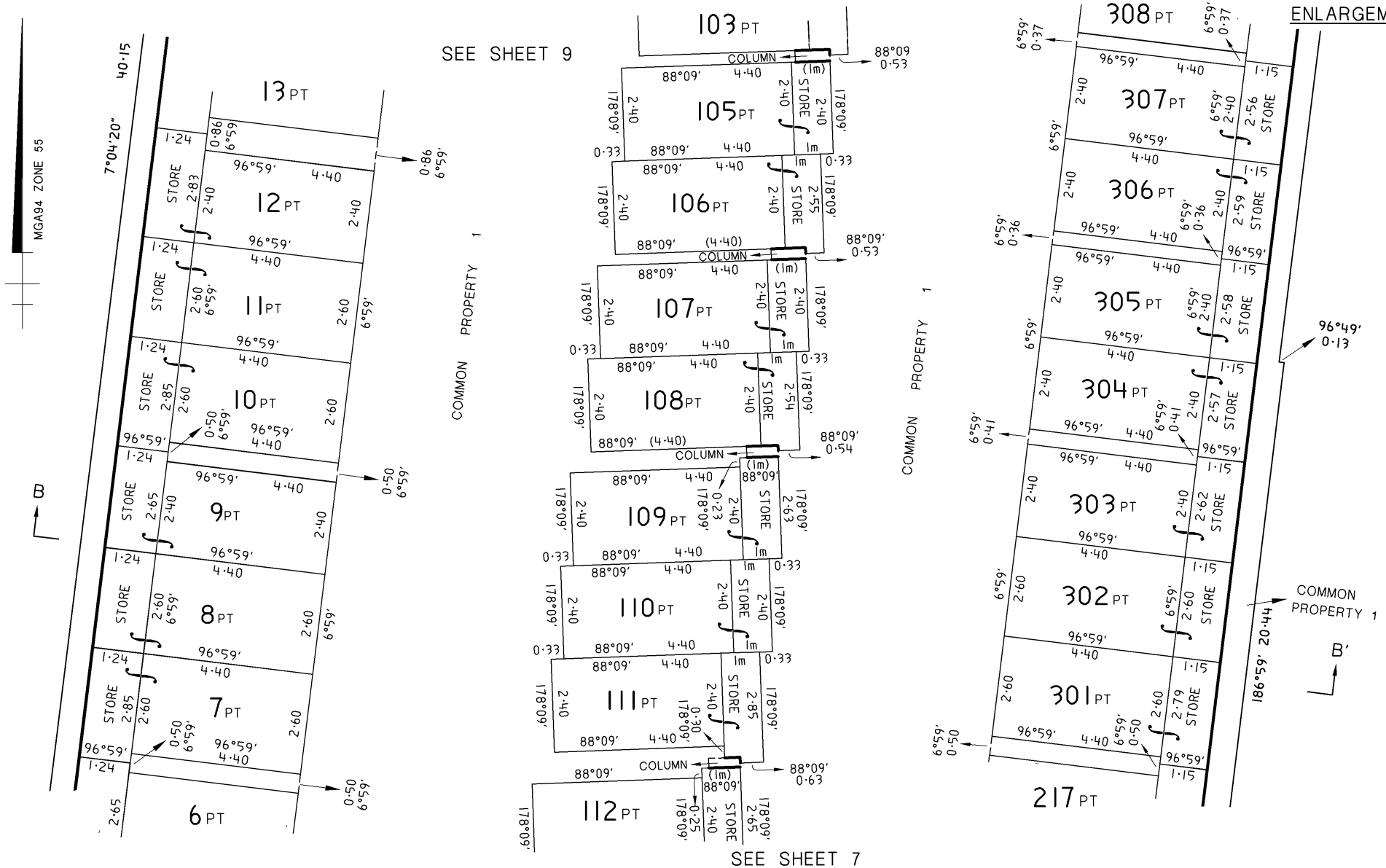
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Date / /

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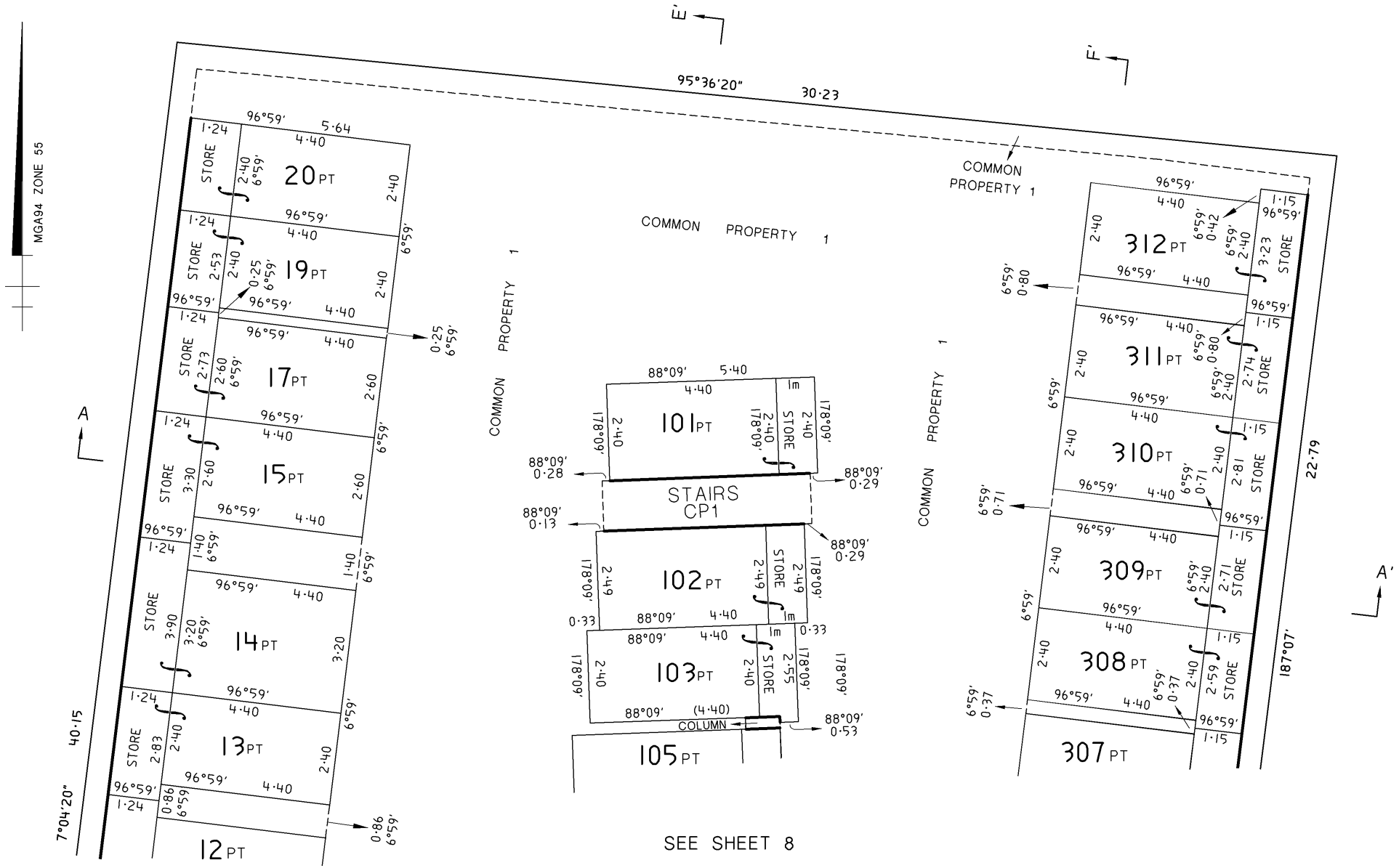
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ORIGINAL	
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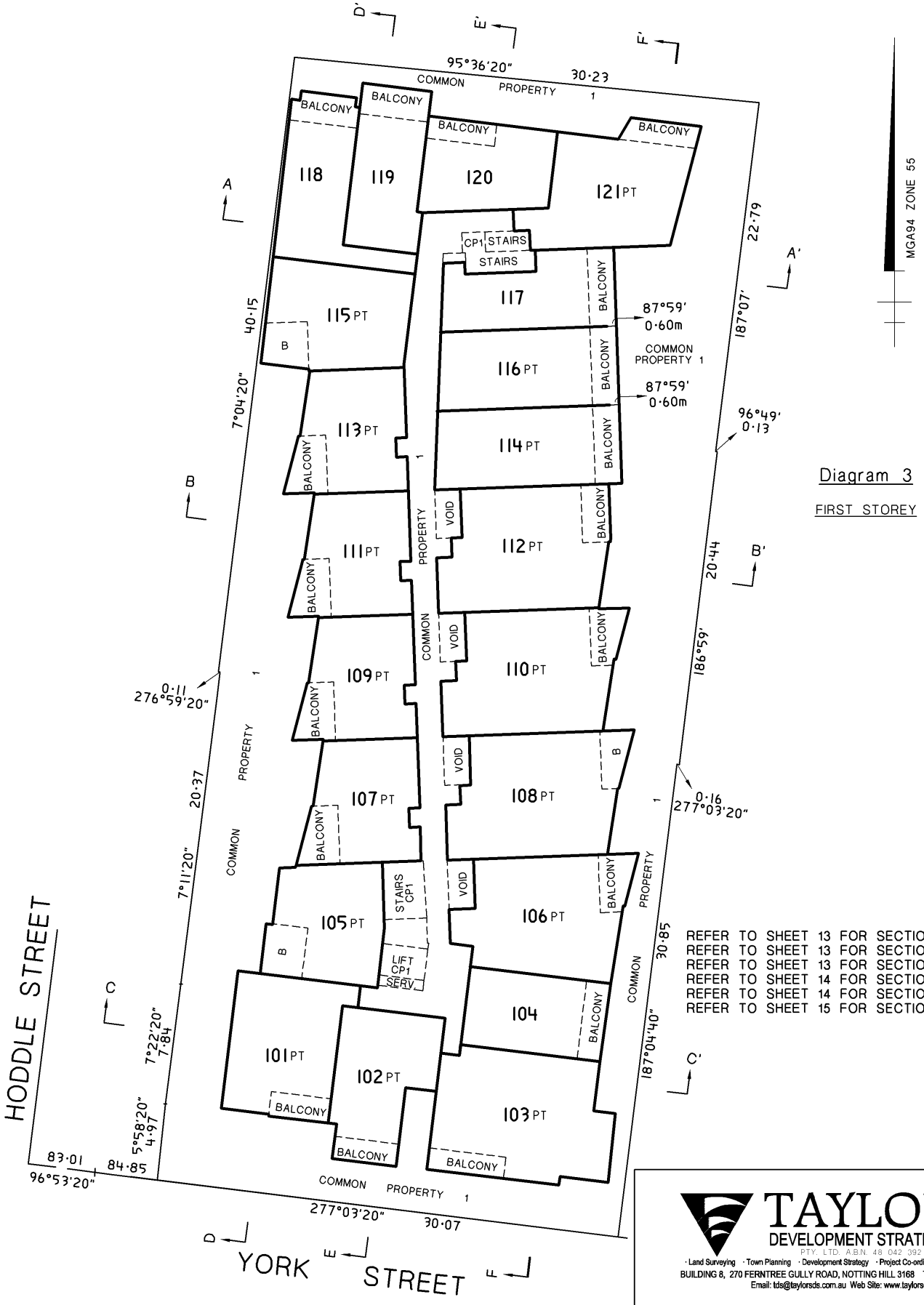


Diagram 3

FIRST STOREY

REFER TO SHEET 13 FOR SECTION A - A'
REFER TO SHEET 13 FOR SECTION B - B'
REFER TO SHEET 13 FOR SECTION C - C'
REFER TO SHEET 14 FOR SECTION D - D'
REFER TO SHEET 14 FOR SECTION E - E'
REFER TO SHEET 15 FOR SECTION F - F'

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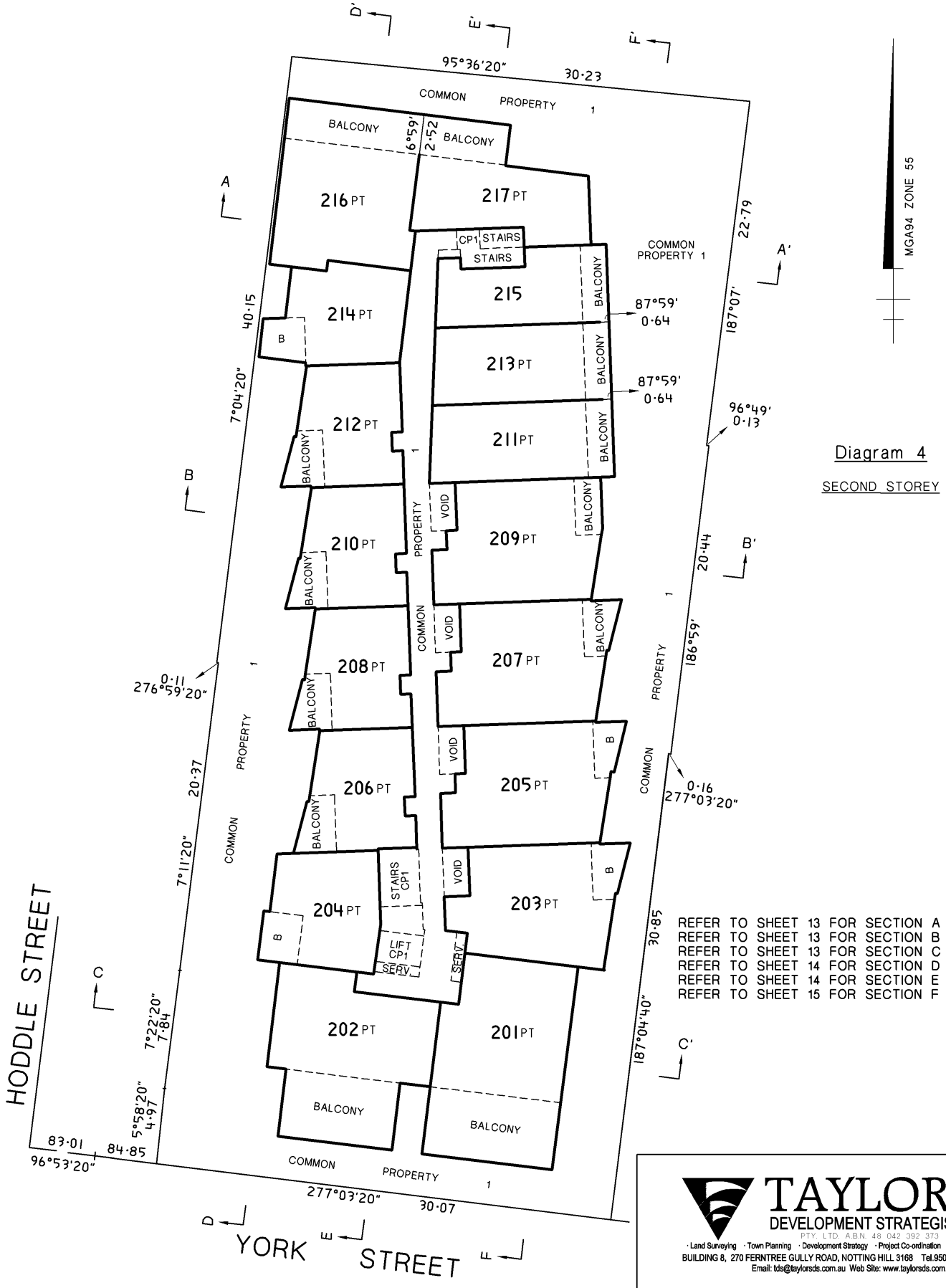


Diagram 4

SECOND STOREY

REFER TO SHEET 13 FOR SECTION A - A'
REFER TO SHEET 13 FOR SECTION B - B'
REFER TO SHEET 13 FOR SECTION C - C'
REFER TO SHEET 14 FOR SECTION D - D'
REFER TO SHEET 14 FOR SECTION E - E'
REFER TO SHEET 15 FOR SECTION F - F'

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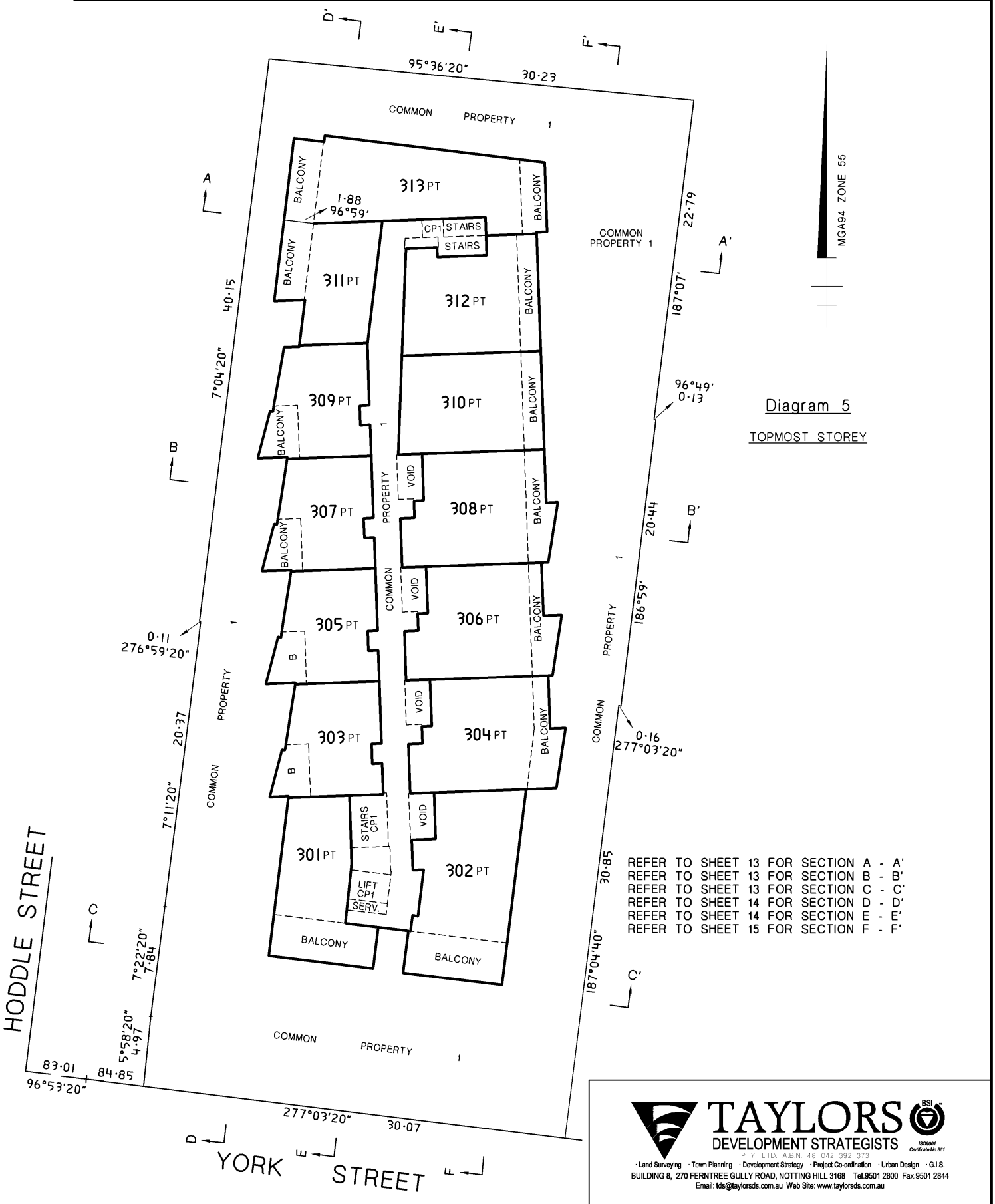


Diagram 5

TOPMOST STOREY

REFER TO SHEET 13 FOR SECTION A - A'
REFER TO SHEET 13 FOR SECTION B - B'
REFER TO SHEET 13 FOR SECTION C - C'
REFER TO SHEET 14 FOR SECTION D - D'
REFER TO SHEET 14 FOR SECTION E - E'
REFER TO SHEET 15 FOR SECTION F - F'

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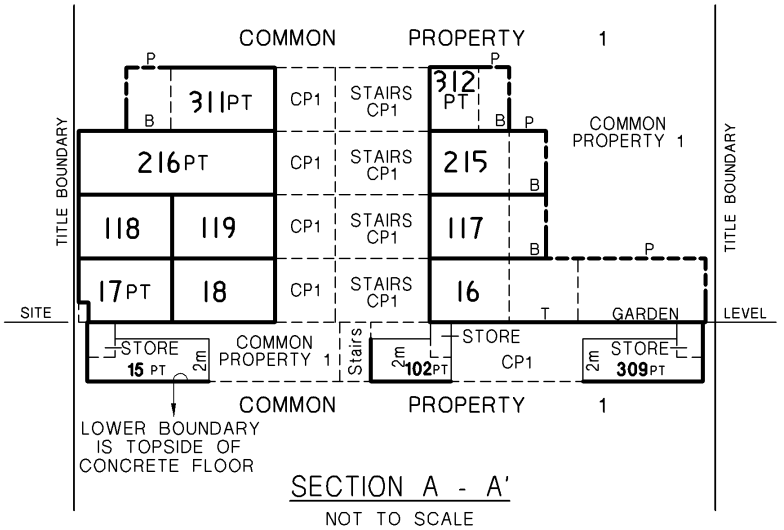
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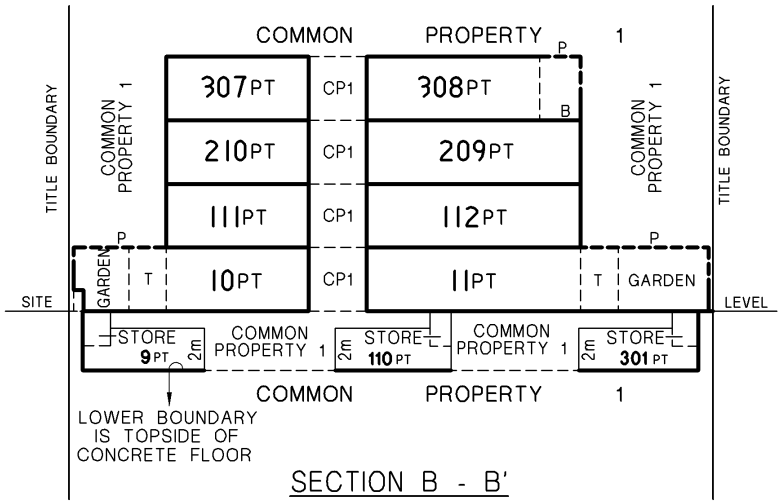
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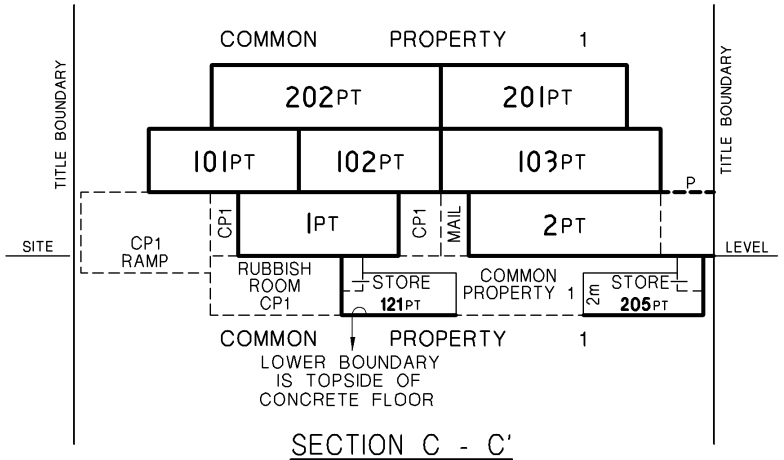
TOPMOST STOREY	Diagram 5
SECOND STOREY	Diagram 4
FIRST STOREY	Diagram 3
GROUND LEVEL & GROUND STOREY	Diagram 1
BASEMENT	Diagram 2



SECTION B - B'

NOT TO SCALE

TOPMOST STOREY	Diagram 5
SECOND STOREY	Diagram 4
FIRST STOREY	Diagram 3
GROUND LEVEL & GROUND STOREY	Diagram 1
BASEMENT	Diagram 2



SECTION C - C'

NOT TO SCALE

Diagram 5

SECOND STOREY	Diagram 4
FIRST STOREY	Diagram 3
GROUND LEVEL & GROUND STOREY	Diagram 1
BASEMENT	Diagram 2

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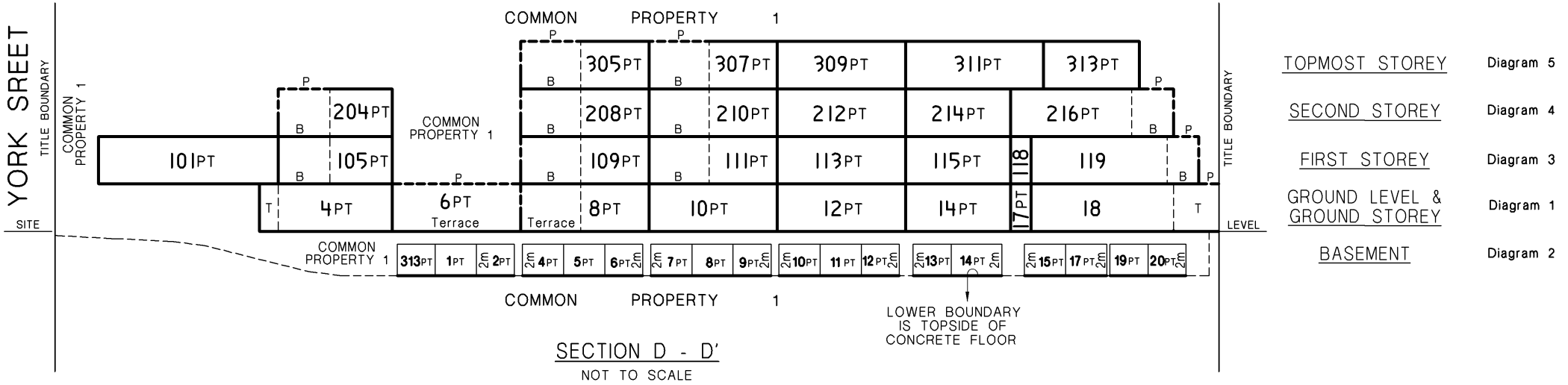
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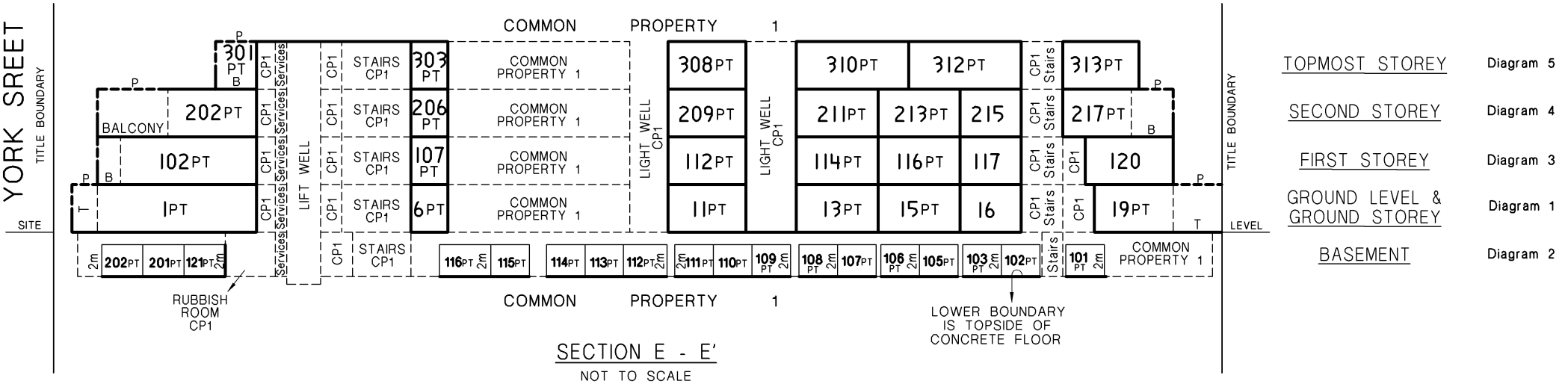
STAGE NO. /

Plan Number **PS635269M**



SECTION D - D'

NOT TO SCALE



SECTION E - E'

NOT TO SCALE

TOPMOST STOREY	Diagram 5
SECOND STOREY	Diagram 4
FIRST STOREY	Diagram 3
GROUND LEVEL & GROUND STOREY	Diagram 1
BASEMENT	Diagram 2

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· Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.
BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel.9501 2800 Fax.9501 2844
Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL

SCALE | SHEET SIZE A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature ..... Date / /

REF. 1640-72L VERSION 7

Sheet 14

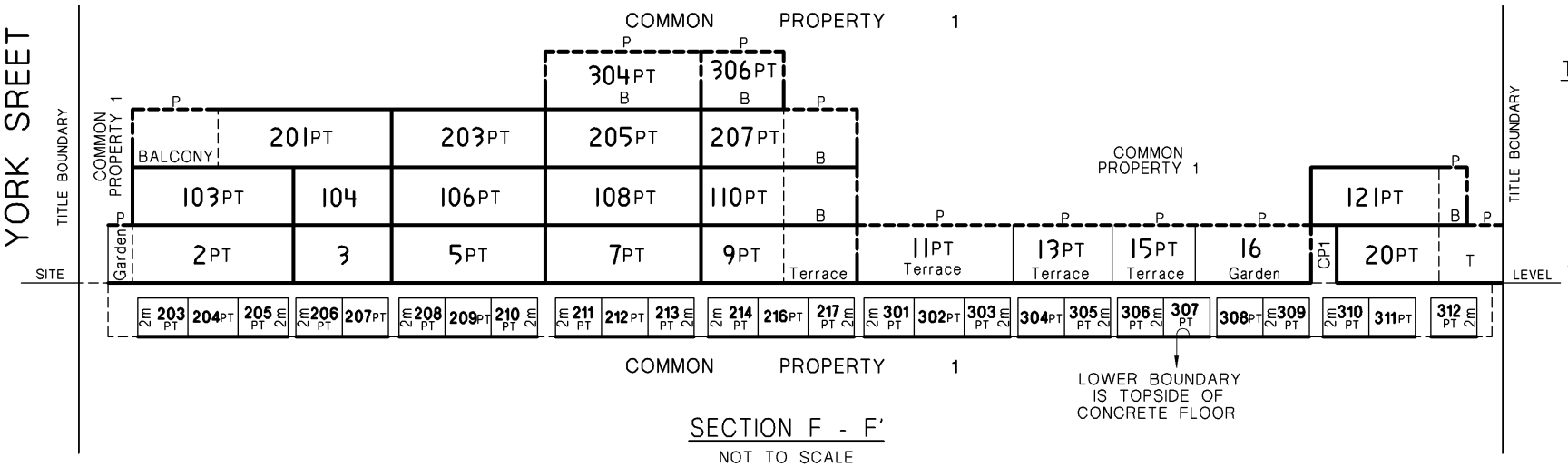
Date / /

Council Delegate Signature

PLAN OF SUBDIVISION

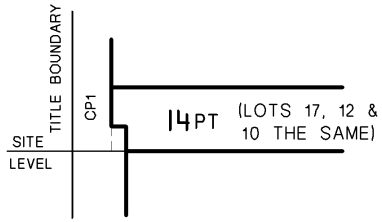
STAGE NO. /

Plan Number **PS635269M**



SECTION F - F'
NOT TO SCALE

TOPMOST STOREY Diagram 5
SECOND STOREY Diagram 4
FIRST STOREY Diagram 3
GROUND LEVEL & GROUND STOREY Diagram 1
BASEMENT Diagram 2

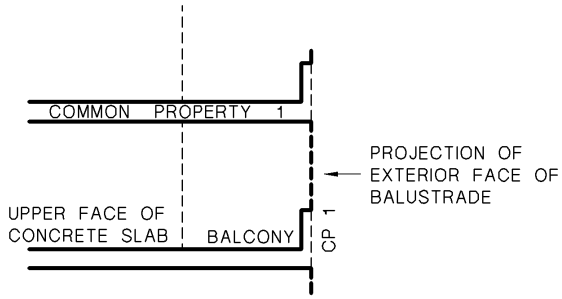


SECTION X - X'
NOT TO SCALE

FIRST STOREY

GROUND LEVEL & GROUND STOREY

BASEMENT



TYPICAL ELEVATION (BALCONIES)
NOT TO SCALE

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BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel.9501 2800 Fax.9501 2844
Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL

SCALE | SHEET SIZE A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature ..... Date / /

REF. 1640-72L VERSION 7

Sheet 15

Date / /

Council Delegate Signature

Signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (7) SPEAR Ref S015741H 08/12/2011, Amended: 08/12/2011.

Signed by Council: Yarra City Council, Council Ref: SP11/0056, SC11/0072, Original Certification: 02/12/2011, S.O.C.: 02/12/2011

Delivered by LANDATA®, timestamp 21/06/2025 17:50 Page 15 of 16

Delivered by LANDATA®, timestamp 21/06/2025 17:50 Page 16 of 16

Plan of Subdivision PS635269M

Certification & Statement of Compliance (Form 6)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S015741H
Plan Number: PS635269M
Council Name: Yarra City Council
Council Reference Number 1: SP11/0056
Council Reference Number 2: SC11/0072
Surveyor's Plan Version: 7

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate:	Sarah Thomas
Organisation:	Yarra City Council
Date:	02/12/2011

Signed by: Sarah Louise Thomas (Yarra City Council) 02/12/2011

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 21/06/2025 05:50:17 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

The land in PS635269M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 20, 101 - 121, 201 - 217, 301 - 313.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 5 520 COLLINS STREET MELBOURNE VIC 3000

AK594365G 16/09/2013

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. OC012904L 09/12/2011

Additional Owners Corporation Information:
OC012857S 09/12/2011

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	103	103
Lot 2	134	134
Lot 3	70	70
Lot 4	128	128
Lot 5	130	130
Lot 6	122	122

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: 21/06/2025 05:50:17 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	143	143
Lot 8	116	116
Lot 9	150	150
Lot 10	109	109
Lot 11	157	157
Lot 12	103	103
Lot 13	113	113
Lot 14	94	94
Lot 15	113	113
Lot 16	96	96
Lot 17	89	89
Lot 18	64	64
Lot 19	89	89
Lot 20	97	97
Lot 101	116	116
Lot 102	87	87
Lot 103	132	132
Lot 104	57	57
Lot 105	86	86
Lot 106	116	116
Lot 107	85	85
Lot 108	124	124
Lot 109	85	85
Lot 110	122	122
Lot 111	85	85
Lot 112	120	120
Lot 113	85	85
Lot 114	91	91
Lot 115	105	105

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/06/2025 05:50:17 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 116	89	89
Lot 117	63	63
Lot 118	66	66
Lot 119	59	59
Lot 120	59	59
Lot 121	107	107
Lot 201	142	142
Lot 202	128	128
Lot 203	116	116
Lot 204	86	86
Lot 205	124	124
Lot 206	85	85
Lot 207	122	122
Lot 208	85	85
Lot 209	120	120
Lot 210	85	85
Lot 211	91	91
Lot 212	85	85
Lot 213	89	89
Lot 214	93	93
Lot 215	63	63
Lot 216	128	128
Lot 217	98	98
Lot 301	90	90
Lot 302	124	124
Lot 303	85	85
Lot 304	110	110
Lot 305	85	85
Lot 306	111	111

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: 21/06/2025 05:50:17 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 307	85	85
Lot 308	113	113
Lot 309	85	85
Lot 310	105	105
Lot 311	82	82
Lot 312	109	109
Lot 313	134	134
Total	**7217.00**	**7217.00**

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

Department of Transport and Planning

From www.planning.vic.gov.au at 02 July 2025 10:51 AM

PROPERTY DETAILS

Address:	**5/45 YORK STREET RICHMOND 3121**
Lot and Plan Number:	**Lot 10 PS635269**
Standard Parcel Identifier (SPI):	**10\PS635269**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**405500**
Planning Scheme:	**Yarra** Planning Scheme - Yarra
Directory Reference:	**Melway 2G H3**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

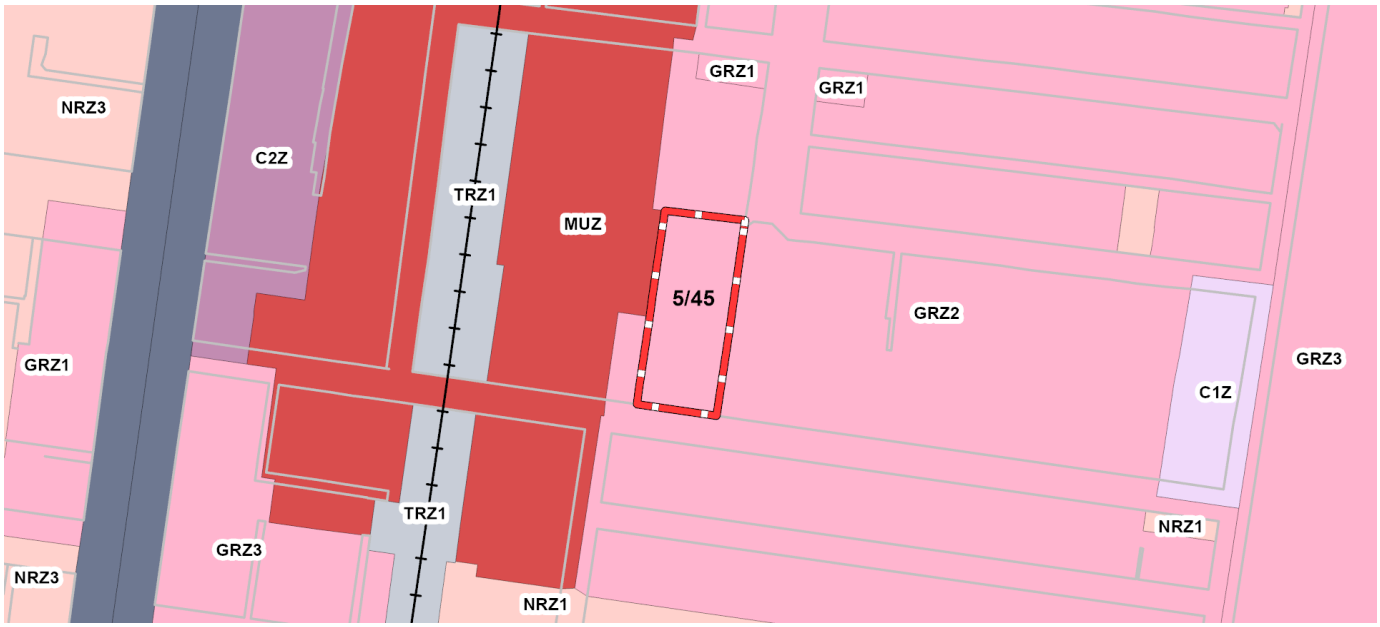
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ) (YARRA)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2) (YARRA)



C1Z - Commercial 1
C2Z - Commercial 2
GRZ - General Residential
MUZ - Mixed Use
NRZ - Neighbourhood Residential
TRZ1 - State Transport Infrastructure
TRZ2 - Principal Road Network
Railway line

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).

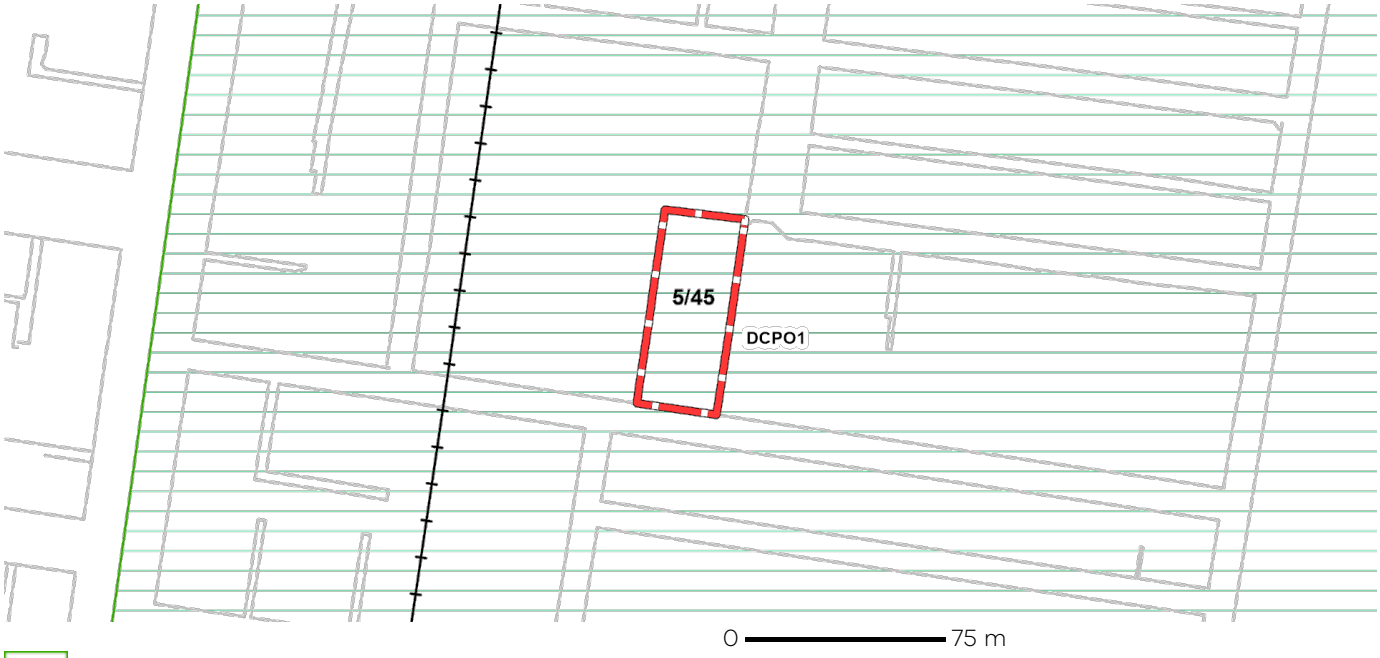
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (YARRA)

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



DCPO - Development Contributions Plan Overlay

Railway line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

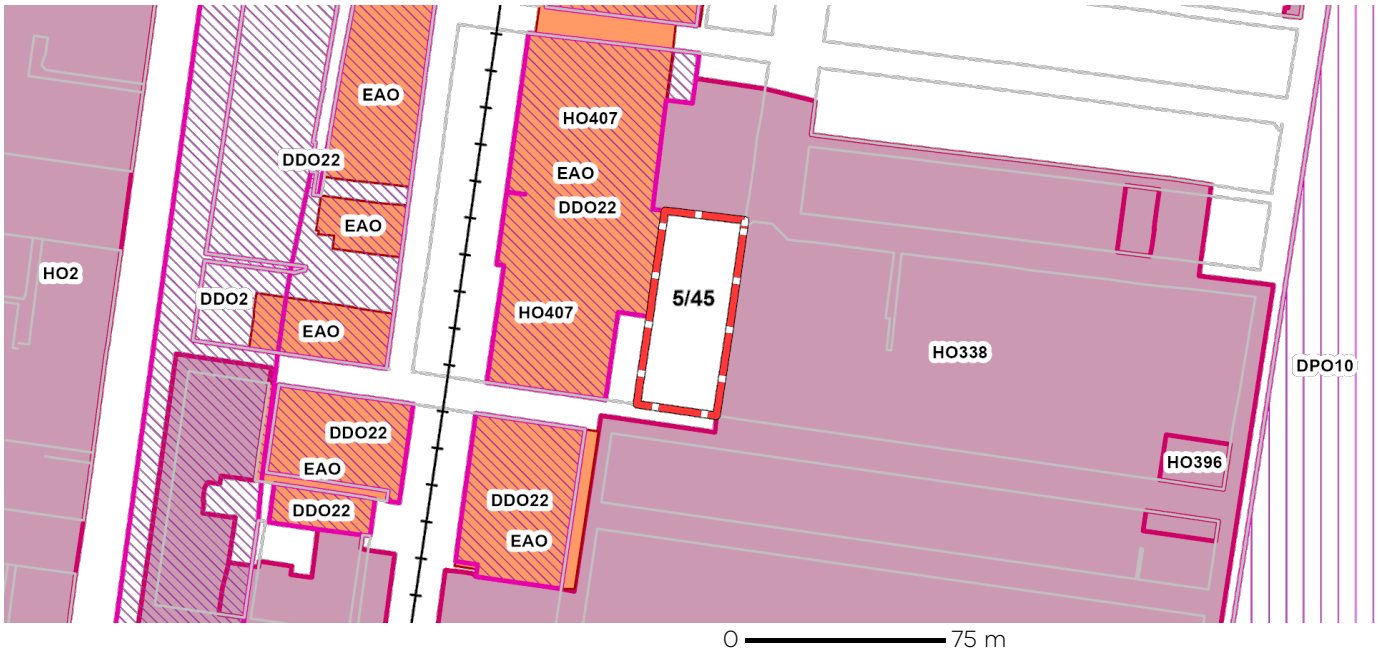
DESIGN AND DEVELOPMENT OVERLAY (DDO) (YARRA)

DEVELOPMENT PLAN OVERLAY (DPO) (YARRA)

ENVIRONMENTAL AUDIT OVERLAY (EAO) (YARRA)

HERITAGE OVERLAY (HO) (YARRA)

HERITAGE OVERLAY (HO) (MELBOURNE)



DDO - Design and Development Overlay

DPO - Development Plan Overlay

EAO - Environmental Audit Overlay

HO - Heritage Overlay

Railway line

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

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 30 June 2025.

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

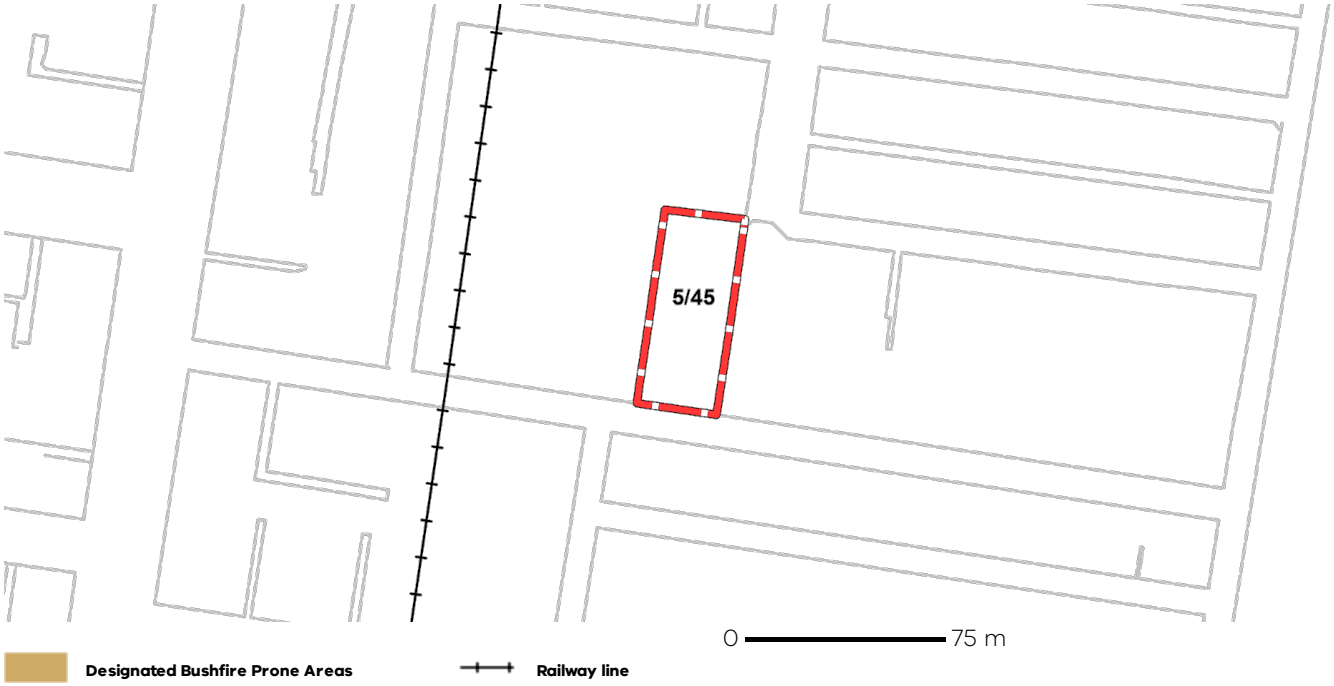
Department of Transport and Planning

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

Energy, Environment and Climate Action

From www.land.vic.gov.au at 02 July 2025 10:51 AM

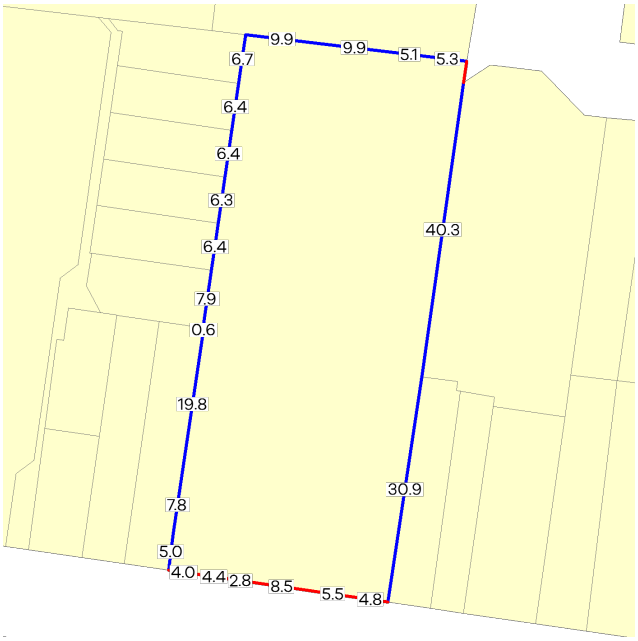
PROPERTY DETAILS

Address:	**5/45 YORK STREET RICHMOND 3121**
Lot and Plan Number:	**Lot 10 PS635269**
Standard Parcel Identifier (SPI):	**10\PS635269**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**405500**
Directory Reference:	**Melway 2G H3**

Note: There are 72 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2229 sq. m
Perimeter: 208 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.

2 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Railway line

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Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

T 03 9205 5555

info@yarracity.vic.gov.au
yarracity.vic.gov.au

Valuation and Rates Notice

For the period 1 July 2024 to 30 June 2025

027 10257

D Taber & C Taber
C/- Xynergy Realty Group (Oakleigh)
19 Station St
OAKLEIGH VIC 3166

Property Number	**405500**
Issue Date	**15/08/2024**
Due Date	**30/09/2024**
1st Instalment	**$200.99**

Payment arrangements are available – If you are experiencing financial hardship, please call Council or visit yarracity.vic.gov.au.

Property Location

5/45 York St Richmond VIC 3121

Lot 10 PS 635269M Vol 11322 Fol 401

AVPCC

120.6 - Subdivided Unit

Property Valuation

Site Value $60,000

Capital Improved Value $360,000

Net Annual Value $18,000

Rates and Charges

Fire Services Levy Residential $132.00	$132.00
Fire Service Levy Residential Variable (.000087 x CIV)	$31.32
General Rate - Residential (0.033808137 x NAV)	$608.55
Waste Charge - Public (0.00195119 x NAV)	$35.12
Balance remaining for this financial year	$806.99

Total **$806.99**

Payments made after 22 July 2024 may not be included in the total amount due.

Register to receive your notice via email GO TO **erates.yarracity.vic.gov.au**

Preferred Payment Options

Council Approved Direct Debit

Option A
Pay in 10 monthly or four Direct Debit payments from your nominated bank account.

Download a Direct Debit Request form at yarracity.vic.gov.au/directdebit

BPAY
Biller Code: 171074
Ref No: **405500 0**
BPAY View Registration No: **405500 0**

ONLINE*
Yarra ePay
yarracity.vic.gov.au

Option A Direct Debit

15/09/2024	$77.99
15/10/2024	$81.00
15/11/2024	$81.00
15/12/2024	$81.00
15/01/2025	$81.00
15/02/2025	$81.00
15/03/2025	$81.00
15/04/2025	$81.00
15/05/2025	$81.00
15/06/2025	$81.00

Please see reverse for details

Option B Four instalments

30/09/2024	$200.99
30/11/2024	$202.00
28/02/2025	$202.00
31/05/2025	$202.00

Please see reverse for details

FIRST INSTALMENT DUE 30 SEPTEMBER 2024

Valuation and Rates Notice For the period 1 July 2024 to 30 June 2025

Property No. 405500

Property Address 5/45 York St Richmond VIC 3121

Owner C Taber, D Taber

Rates and Charges Amount **$806.99**

Internal use only - Property Number

Internal use only - Instalment Amount

Important information about payment of rates and charges

Valuations
The Valuer-General is now responsible for returning all rating valuations in Victoria. Valuations are now completed annually. The property described on the front of this notice has been valued as at 1 January 2024. The operative date for rating purposes is 1 July 2024.

Change of property ownership or postal address
When ownership of a property changes, liability for the payment of rates remains with the owner recorded with us, until a Notice of Acquisition is received from the purchaser or respective Solicitor.

We must be notified in writing of any change of address or occupancy.
Complete the form at **yarracity.vic.gov.au/updaterates**

Right of objection to valuations

You have a right under Part III of the *Valuation of Land Act 1960* to object to the valuation of the described property. You must object using the prescribed form within 2 months of the date of issue show on this rate notice. Please contact the Valuation Department for further information regarding the grounds of objection and the prescribed form on **9205 5555**.

Right of objection to rates and charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right of appeal to the County Court on the rates and charges on specific grounds. Please contact us for further information on **9205 5555**.

Rate rebates and financial hardship
If you receive a pension you may be eligible for a rebate on rates. You must submit the appropriate pension card (DVA War Widow/TPI Gold Card/DVA/Centrelink Pensioner Concession Card) with your application for a rate rebate at Council Offices. Health Care card holders are not eligible for rate rebates. If you have any queries regarding pension rebates, organising regular payments using Centrepay, or are suffering financial hardship, please contact us for assistance on **9205 5555**.

Payment of rates and charges
Any Payments/Adjustments made to this account in the last few days may not be reflected on this notice.

Payment of any rates and charges will be allocated as follows:
(1) legal costs owing, if any
(2) interest owing, if any
(3) arrears owing, if any
(4) current rates owing, Fire services property levy owing, separate rates owing and garbage charges owing.

Land tax
Further information on the use of valuations for land tax can be found on the State Revenue Office website www.sro.vic.gov.au or by contacting **13 21 61**.

Fire services property levy
We collect the Fire Services Property Levy on behalf of the State Revenue Office (**www.sro.vic.gov.au** or **13 21 61**). This amount is listed as a separate charge on the Annual Rate Notice. In cases of financial hardship the owner of land may apply for a waiver, deferral or concession in respect of the leviable land under section 27 of the *Fire Services Property Levy Act 2012* for rateable land and section 28 for non-rateable residential land.

Penalty interest
Penalty interest on any arrears of rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Late or non-payment of rates and charges will incur an interest penalty of 10% in accordance with the *Penalty Interest Rates Act 1983*. You will be charged interest on overdue instalment payments on the instalment amount, calculated from that instalment due date at the prescribed rate.

Arrears
Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action and interest charges without further notice.

Protecting your privacy
We are committed to ensuring full compliance with the privacy principles under the *Privacy and Data Protection Act 2014*. We seek to responsibly manage any personal information or health information we may hold in carrying out council functions and activities. You may view our privacy policy and statement at **www.yarracity.vic.gov.au** or obtain a copy from Richmond Town Hall, 333 Bridge Road or contact us on **9205 5555**.

State government rates cap
We have complied with the Victorian Government's rates cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:
(i) the valuation of your property relative to the valuation of other properties in the municipal district

(ii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Date rates declared, 18/06/2024

Interpreter Services	**9280 1940**
ARABIC	9280 1930 خدمات مترجم
CANTONESE	傳譯服務9280 1932
MANDARIN	传译服务9280 1937
GREEK	ΥΠΗΡΕΣΙΕΣ ΔΙΕΡΜΗΝΕΙΑΣ 9280 1934
ITALIAN	SERVIZI D'INTERPRETE 9280 1931
SPANISH	SERVICIOS DE INTÉRPRETE 9280 1935
TURKISH	TERCÜMANLIK SERVİSLERİ 9280 1938
VIETNAMESE	DỊCH VỤ THÔNG DỊCH 9280 1939

Rate payment options

Option A Payment by 10 monthly or four council approved Direct Debits

(from a cheque or savings account only)
Please note: The 10 monthly payment option is only available through Direct Debit. Download the Direct Debit Request form at **yarracity.vic.gov.au/directdebit**

10 Monthly Direct Debit Payment Dates
15 September 2024, 15 October 2024, 15 November 2024, 15 December 2024, 15 January 2025, 15 February 2025, 15 March 2025, 15 April 2025, 15 May 2025 and 15 June 2025.

Four instalment Direct Debit Payment Dates
30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.

Option B Payment by four instalments

If you choose to pay by four instalments, the amounts indicated on the front of this notice must be received no later than the following dates:

1st Instalment – 30 September 2024, **2nd Instalment** – 30 November 2024, **3rd Instalment** – 28 February 2025, **4th Instalment** – 31 May 2025.

Set and forget with Direct Debit.



Avoid the late fees and the hassle.
By signing up for direct debit, your payments will be automatic. You'll no longer have to worry about remembering to pay or paying on time.
Sign up today at **https://www.yarracity.vic.gov.au/services/rates-and-valuations/how-to-pay-your-rates**

Cheque and Money Order payment

Please make cheque or money order payable to City of Yarra

Postal Adddress

City of Yarra
PO BOX 168
Richmond VIC 3121.

Receipts will not be issued for mailed payments.

BPAY

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info **www.bpay.com.au**

Use the Biller Code and Ref No detailed on the front of this notice.

IN PERSON*

At any Australia Post or one of our Customer Service Centres.

TELEPHONE*

Yarra ePay
1300 792 772

Scan & Pay

4055 000

Scan & Pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app today.

*3006 4055000

centrelink

CENTREPAY

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.

*A surcharge fee of 0.5% applies to Visa and MasterCard credit card payments.

Greater Western Water

MR D & MRS C TABER
XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH VIC 3166

Account number
41542 10000

Tax Invoice 415029110586

Date of issue 24 Mar 2025

Service address
Unit 5/45 York Street, Richmond VIC, 3121

Amount to pay
$176.70

Previous bill	$180.63
Payments received	-$180.63
Balance	$0.00
Current charges	$176.70
Total charges	**$176.70**

Please see page 2 for detailed information

Pay by
22 Apr 2025

Having trouble paying your bill?
Call us on **13 44 99** or visit **gww.com.au/accounts-billing**

Payment options

Greater Western Water ABN 70 066 902 467

Direct debit
Set up direct debit at **gww.com.au** or call **13 44 99**

BPAY
Biller code: **8789**
Ref: **41542100003**
Go to **bpay.com.au**
® Registered to BPAY Pty Ltd
ABN 69 079 137 518

Credit card
Pay by credit card at **gww.com.au** or call **13 44 99**

Australia Post
Billpay code: **0362**
Ref: **0415 4210 0000**
Pay at any post office, by phone **13 18 16**, at **postbillpay.com.au**, or via AusPost app

Centrepay
Make regular deductions from your Centrelink payments.
Call **13 44 99** or visit **centrelink.gov.au**
Greater Western Water reference: **555-054-071-L**
Your account number: **41542 10000**

*362 041542100000

Usage and charges

Outstanding balance	**$0.00**

Your network charges [1]

	Charge period	Amount
Water	01/01/2025 - 31/03/2025	$54.32
Sewer	01/01/2025 - 31/03/2025	$70.78
Total network charges		**$125.10**

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV $	Minimum	Charge ($)
Waterways & Drainage [2] For Melbourne Water	01/01/2025 - 31/03/2025	$3,790.00	$30.10		$30.10
Parks [3] For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	$3,790.00	$21.50		$21.50
Total other charges and adjustments					**$51.60**

Your total charges **$176.70**

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkscharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at **gww.com.au/privacy** or email contact@gww.com.au to update your personal information.

Your charges explained

1. **Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
2. The **waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
3. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit **gww.com.au/charges**

We're here to help

13 44 99
Enquires and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989
Support in other languages

13 36 72
Relay Service

You could be eligible for a concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at **gww.com.au/concession**

We're here to help

There are options available if you're having trouble paying your bill visit **gww.com.au/financial-support**



Greater Western Water

Your Water News

Improving your service experience

We've made significant progress in addressing the technical issues with our new billing system and sincerely apologise for the inconvenience this has caused. We are committed to fully resolving these challenges and minimising further disruptions to your service.

This new system replaces outdated technology and introduces key improvements like multi-factor authentication, to better protect your information online. Our focus remains on delivering reliable and supported services to you while we make this important upgrade.

Our dedicated team have worked hard to resolve these issues and provide you with the support you need.

Thank you for your understanding as we work through this. If you need assistance, we're here to help every step of the way.

Maree



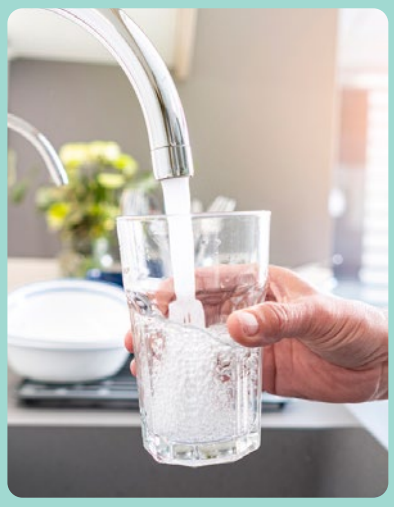
Maree Lang
Managing Director
Greater Western Water

Shining a light on how we treat our water

We use ultraviolet (UV) disinfection to treat water at several of our plants. UV disinfection blasts powerful ultraviolet light through water to remove microscopic bugs like bacteria and viruses. UV disinfection supports our other treatment methods by adding an extra layer of protection to keep water safe.

Last year, we installed a new UV disinfection unit to service the Myrniong community and we have plans to add another at the Romsey Water Filtration Plant soon too. UV disinfection is an effective, sustainable treatment that uses minimal energy and is gentle on the environment.

Learn more about our UV disinfection process at **gww.com.au/watertreatment**



We're here to help if you need more time to pay your bill

Some of our bills have been delayed due to technical issues with our new billing and payment system. These delayed bills might cover a longer period and so might be higher than usual.

To make things easier, we're giving you 4 months to pay these delayed bills.

If you are experiencing financial pressures and need extra support to pay your bill, we're here to help with flexible options including payment plans, extensions and support programs.

To find out more about our payment support options, please call us on **13 44 99** or visit **gww.com.au/financial-support**

Read our latest Annual Water Outlook report

The Annual Water Outlook report measures how we are currently using water, projects Melbourne's water use for the coming year and outlines what we are doing to protect and preserve water supplies.

The report is a collaboration between Greater Western Water, Melbourne Water, South East Water and Yarra Valley Water and is released every December.

Read the Annual Water Outlook report **gww.com.au/MelbournesWaterOutlook**



Werribee River

Acknowledgement of Country
Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What is PFAS testing?

PFAS (per and polyfluoroalkyl substances) are human-made chemicals found in everyday products. They're commonly known as 'forever chemicals' because they do not naturally break down and can last a long time in the environment and humans.

Melbourne's tap water is world-class and undergoes routine, rigorous testing. The testing follows strict Australian Drinking Water Guidelines set by the independent National Health and Medical Research Council (NHMRC). The guidelines establish safe levels of PFAS in water, and tests on our local water supplies since 2018 as well as Melbourne Water's recent monitoring show all results are well within these safety limits.

PFAS are not added to drinking water, but tiny amounts are often detected in groundwater and surface water around the world. For most people, any exposure to PFAS through drinking water remains very low.

Learn more about water quality at **gww.com.au/waterquality**

Your water supply during bushfires

We prepare our network every fire season to reduce the chance of water outages in high-risk areas.

Even though we're ready, we can't guarantee water supply, water pressure or water quality during a bushfire.

Disruptions may occur due to increased water use or network damage.

If there are water supply impacts in your area, we'll notify you via SMS. To stay informed, make sure we have your mobile number at **gww.com.au/contact**.

If you live in a high-risk fire area, you can also prepare by:

- having an alternative water supply available, like groundwater bores or rainwater tanks
- keeping enough drinking water in an emergency kit for all family members, including pets
- checking for updates on our website and social media channels.

If you have a fire hydrant on or near your property, keep it well-maintained, visible and easily accessible. This helps the Country Fire Authority (CFA) and Fire Rescue Victoria (FRV) during emergencies.

For more information, visit **gww.com.au/bushfires**



2024 National Water Week poster competition winners

After a record 1240 entries across our service area in 2024, our National Water Week poster competition winners were announced. Creative youngsters from 47 schools, kindergartens and early learning centres across our service area entered the competition.

You can see all the winning posters at **gww.com.au/nww**



Second-place winner, Pardhu, from Bacchus Marsh Grammar

Our Annual Report has been published

Our Annual Report for 2023-24 is now available. Read about our major achievements over the last twelve months, the service we delivered and the progress we have made towards supporting our customers, community and caring for Country.

Read the report at **gww.com.au/reports**

Investing in the growing Macedon Ranges communities

We've been making upgrades to our infrastructure across the Macedon Ranges area. A major upgrade at the Gisborne Recycled Water Plant is now in testing phase, the Lancefield community is benefiting from a new sewer main and Romsey is set for a major upgrade to their water filtration plant.

The Lancefield Sewer Upgrade replaced 6.5 km of sewer pipeline while major works on the Gisborne Recycled Water Plant and Romsey Water Filtration Plant will boost capacity and introduce new energy-efficient technologies.

Our service area is growing rapidly and in the next 30 years our region's population is forecast to double. These projects ensure that we can continue to deliver safe and reliable sewerage services to everyone living and working across the Macedon Ranges Shire.

Learn more about our upgrades at **gww.com.au/major-projects**



Gisborne Recycled Water Plant

Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

STRATA CONNECT
OWNERS CORPORATION MANAGEMENT

Strata Connect Pty Ltd
ABN 18 143 294 900
(03) 9858 2730
Level 1 530 Little Collins Street
Melbourne Victoria 3000
PO Box 95 Bulleen Victoria 3105
info@strata-connect.com.au
www.strata-connect.com.au

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No **635269M**
Address **The Richmond, 41-49 York Street, RICHMOND VIC 3121**

This certificate is issued for Lot 10, apartment 5 on Plan of Subdivision No **635269M**
Postal address is
The Richmond
5/41-49 York Street
RICHMOND VIC 3121

Applicant for the certificate is **Jeff c/o Landata**

Address for delivery of certificate Landata.online@servictoria.com.au

Date that the application was received 23 June 2025

IMPORTANT:
The information in this certificate is issued on **7 July 2025**.

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

1. The current annual fees for the lot are $5,143.20 and made up of the following:

Administrative Fund	$4,063.20
Maintenance Fund	$1,080.00

The financial year for this property runs from 1 December to 30 November each year.

Levies are due and payable quarterly, on the 1st day of December, March, June and September.

2. The date up to which the fees for the lot have been paid is 31 May 2025.

3. The total of any unpaid fees or charges for the lot is: $1,285.75

4. The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: No known special levies at this stage.

5. Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: If so, then provide details:

   A VCAT proceeding was scheduled for 16 December 2023 – compulsory conference against the builder Hamilton Marino, for car park rectification of slab cracking. The Committee have advised that they are working with the builders to resolve this out of court. The builders have advised they will rectify the cracking in the car park. An agreement has been reached between the Owners Corporation and the builders and litigation has ended. The carparks works have been completed by the builders, along with the rear entrance paving. There is also some minor touch up works required by the builder in the car park.

   There are tiles on the external façade which require rectification. These have been undertaken by the Owners Corporation. These works have been completed.

There are no special levies planned for the building.

6. The owners corporation has the following insurance cover:

Policy No. HU0006056547 CHU Underwriting Agencies Pty Ltd

Next due: 30/05/2026

Cover	*Sum insured*	*Excess*	*Notes*
Building	$33,682,280.00	$5,000.00	
Common Property	$333,487.00	$0.00	
Loss of Rent/temp accom	$5,052,342.00	$0.00	
Public Liability	$30,000,000.00	$0.00	
Voluntary Workers	$200,000.00	$0.00	
Fidelity Guarantee	$250,000.00	$0.00	
Office Bearers Liability	$5,000,000.00	$0.00	
Catastrophe	$5,002,318.00	$0.00	
Govt. Audit Costs	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$0.00	
Lot Owners' Fixtures & Improvements	$250,000.00	$0.00	

The Buildings covered by the Policy are situated at: **The Richmond, 41-49 York Street, RICHMOND VIC 3121**

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

8. The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in 1 to 5 above?
If so, then provide details: Not aware of any at this stage.

10. Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details:

Agreement in place with CBD Facility Management for cleaning and building management.
Lift contract in place with TK Elevator – annual roll over.
Garage door maintenance agreement – Arco Commercial Door Systems.
Agreement in place for essential safety measures - Link Fire Pty Ltd.
Fire monitoring agreement – ADT Fire Monitoring.
Strata management contract for 2 years.

11. Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

There are no notices or orders as at 7 July 2025.

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details: Nil

14. Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Strata Connect Pty Ltd
Level 1, 530 Little Collins Street
MELBOURNE VIC 3000

Telephone: 03 9858 2730

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

16. Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the most recent annual general meeting of the owners corporation
A copy of all resolutions made at the last annual general meeting
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

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 Connect Pty Ltd
Level 1, 530 Little Collins Street
MELBOURNE VIC 3000

Telephone: 03 9858 2730

Date: 7 July 2025

This owners corporation certificate was prepared by:



……(signature)
Mari Deak
Strata Connect Pty Ltd
Level 1, 530 Little Collins Street
MELBOURNE VIC 3000

admin@strata-connect.com.au

Strata Connect Pty Ltd
ABN 18 143 294 900
(03) 9858 2730
Level 1 530 Little Collins Street
Melbourne Victoria 3000
PO Box 95 Bulleen Victoria 3105
info@strata-connect.com.au
www.strata-connect.com.au

INTERIM REPORTS

for the financial year to 31/07/2025

Owners Corporation 635269M

The Richmond, 41-49 York Street, RICHMOND VIC 3121

Manager: Mari Deak

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Income & Expenses Report	3

STRATA CONNECT
OWNERS CORPORATION MANAGEMENT

Strata Connect Pty Ltd
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Level 1 530 Little Collins Street
Melbourne Victoria 3000
PO Box 95 Bulleen Victoria 3105
info@strata-connect.com.au
www.strata-connect.com.au

Balance Sheet
As at 07/07/2025

OC Plan 635269M

The Richmond, 41-49 York Street, RICHMOND VIC 3121

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	52,904.50
Owners Equity--Admin	58,415.26
	111,319.76
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	32,493.41
Owners Equity--Maintenance	126,543.51
	159,036.92
Net owners' funds	$270,356.68
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	81,765.15
Receivable--Levies--Admin	20,407.74
Receivable--Owners--Admin	100.00
	102,272.89
Maintenance Fund	
Cash at Bank--Maintenance	72,869.08
Receivable--Levies--Maintenance	5,423.86
Investments--1--Maintenance	60,000.00
Investments--2--Maintenance	10,000.00
Investments--3--Maintenance	10,000.00
Investments--4--Maintenance	10,000.00
	168,292.94
Unallocated Money	
	0.00
Total assets	270,565.83
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(706.11)
Prepaid Levies--Admin	410.95
	(295.16)
Maintenance Fund	
Creditor--GST--Maintenance	395.08
Prepaid Levies--Maintenance	109.23
	504.31
Unallocated Money	
	0.00
Total liabilities	209.15
Net assets	$270,356.68

Current period

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Income & Expenses Report for the financial year-to-date 01/12/2024 to 07/07/2025

OC Plan 635269M

The Richmond, 41-49 York Street, RICHMOND VIC 3121

Administrative Fund

		Current period 01/12/2024-07/07/2025	Annual budget 01/12/2024-30/11/2025	Previous year 01/12/2023-30/11/2024
Revenue				
142500	Interest on Arrears--Admin	(38.24)	0.00	(0.08)
143000	Levies Due--Admin	183,430.45	244,570.00	244,571.29
145004	Recovery--Other	68.00	0.00	0.00
145005	Recovery--Owner	316.71	0.00	2,888.58
	Total revenue	183,776.92	244,570.00	247,459.79
Less expenses				
150200	Admin--Accounting	320.00	0.00	315.00
150201	Admin--Accounting--BAS Preparation	200.00	0.00	595.00
153800	Admin--Agent Disbursements	2,366.64	3,550.00	3,549.96
150800	Admin--Auditors--Audit Services	915.00	5,000.00	0.00
153300	Admin--Legal	0.00	0.00	90.00
153200	Admin--Legal & Debt Collection Fees	0.00	500.00	454.99
154001	Admin--Management Fees for Service	525.45	2,000.00	882.73
154000	Admin--Management Fees--Standard	14,200.00	22,300.00	21,300.00
154200	Admin--Meeting Room Expenses	90.91	0.00	501.42
155601	Admin--OC Sign	0.00	0.00	318.18
155602	Admin--Set up	0.00	0.00	681.82
157400	Admin--Transfer to Sinking Fund	0.00	15,000.00	15,000.00
159100	Insurance--Premiums	44,182.66	62,000.00	88,979.78
162000	Maint Bldg--Carpet	0.00	880.00	800.00
163000	Maint Bldg--Cleaning	46,394.37	77,000.00	76,076.35
164800	Maint Bldg--Electrical	150.00	600.00	597.39
165203	Maint Bldg--ESM Compliance	6,054.12	10,000.00	8,234.68
165205	Maint Bldg--Essential Services	580.00	8,500.00	6,963.44
166600	Maint Bldg--Garage Doors	0.00	1,500.00	1,150.00
167200	Maint Bldg--General Repairs	950.00	10,000.00	3,146.00
168800	Maint Bldg--Hot Water Service	0.00	2,500.00	2,100.00
169600	Maint Bldg--Intercom	344.50	0.00	390.00
170200	Maint Bldg--Lift	3,104.64	8,000.00	7,964.15
170600	Maint Bldg--Locks, Keys. Cards & Remotes	850.25	1,500.00	2,029.79
172200	Maint Bldg--Plumbing & Drainage	1,240.69	5,000.00	4,853.84
172400	Maint Bldg--Pumps	448.00	1,300.00	1,125.00
172800	Maint Bldg--Roof	0.00	0.00	987.00
177600	Maint Grounds--Gates	3,011.00	0.00	1,742.00
178400	Maint Grounds--Lawns & Gardening	0.00	800.00	590.00
181000	Prior Period GST Expense Adjustment-Admin	0.00	0.00	126.00

Administrative Fund

		Current period 01/12/2024-07/07/2025	Annual budget 01/12/2024-30/11/2025	Previous year 01/12/2023-30/11/2024
145150	Reimburse Expenses--Prior Year	0.00	0.00	(45.45)
190200	Utility--Electricity	3,943.01	9,500.00	6,311.43
190400	Utility--Gas	1,001.18	3,500.00	3,022.75
191200	Utility--Water & Sewerage	0.00	2,000.00	1,565.83
	Total expenses	130,872.42	252,930.00	262,399.08
Surplus/Deficit		52,904.50	(8,360.00)	(14,939.29)
	Opening balance	49,663.55	49,663.55	64,602.84
Closing balance		$102,568.05	$41,303.55	$49,663.55

Maintenance Fund

		Current period 01/12/2024-07/07/2025	Annual budget 01/12/2024-30/11/2025	Previous year 01/12/2023-30/11/2024
Revenue				
242500	Interest on Arrears--Maintenance	(10.16)	0.00	(0.02)
243000	Levies Due--Maintenance	48,752.92	65,000.00	60,001.19
249000	Transfer from Admin Fund	0.00	15,000.00	15,000.00
	Total revenue	48,742.76	80,000.00	75,001.17
Less expenses				
261001	Maint Bldg--Balcony	8,000.00	11,250.00	2,250.00
264200	Maint Bldg--Consultants--Maintenance	0.00	5,000.00	0.00
267400	Maint Bldg--General Replacement	0.00	21,000.00	88,500.00
270201	Maint Bldg--Lift	680.00	3,000.00	2,290.00
271600	Maint Bldg--Painting & Surface Finishes	5,370.00	100,000.00	0.00
272200	Maint Bldg--Plumbing & Drainage	2,199.35	5,000.00	3,958.29
276800	Maint Grounds--Fencing--Boundary	0.00	1,500.00	0.00
	Total expenses	16,249.35	146,750.00	96,998.29
Surplus/Deficit		32,493.41	(66,750.00)	(21,997.12)
	Opening balance	135,295.22	135,295.22	157,292.34
Closing balance		$167,788.63	$68,545.22	$135,295.22

STRATA CONNECT
OWNERS CORPORATION MANAGEMENT

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ABN 18 143 294 900
(03) 9858 2730
Level 1 530 Little Collins Street
Melbourne Victoria 3000
PO Box 95 Bulleen Victoria 3105
info@strata-connect.com.au
www.strata-connect.com.au

INTERIM MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS CORPORATION 635269M

ADDRESS OF THE OWNERS CORPORATION:

The Richmond
The Richmond, 41-49 York Street, RICHMOND VIC 3121

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners Corporation 635269M was held on 25/03/2025 commenced at 07:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
6	3	Yes	Mrs J & Mr C MacLennan
7	17	Yes	Mr Simon Edward Ricketts & Ms Darcy Lower
8CS144	4	Yes	Mr Justin David Cleaver
14	7	Yes	Ms Grace Adelaide Michael
16	12	Yes	Ms S Attard
118	106	Yes	Ms N Skinner
201	215	Yes	Catherine Margaret O'Gorman
205	213	Yes	Phat Long Chau
212	204	Yes	Andrew Michael Cook Proxy in favour of Craig
215	208	Yes	Ms L Ritchie And strata friend
303	301	Yes	Ms L Capewell
305	302	Yes	Mr Daniel Francis Holt & Ms Melissa Jane Holt
306	310	Yes	Ms N Wieneroider & Mr R Digance
308	309	Yes	Mr Craig Gordon
310	308	Yes	Bonnie R Beare & Joseph J Shanahan
313	306	Yes	Xavier Hennessy and Emily Trompf

Minutes of the meeting:

1 APPOINTMENT OF CHAIRPERSON

Resolved that Mari of Strata Connect be appointed to chair the Annual General Meeting.

2 REGISTER ATTENDEES AND PROXIES

Resolved that meeting attendees and proxies be recorded as noted above.

Lot 215 brough a friend to the AGM who disclosed that he was a strata manager, but was in attendance to provide support for lot 215. Members were asked whether there were any issues with him being in attendance and it was noted that there were no objections. They did not sign in on the register.

A quorum was not achieved.

Quorum:
The Owners Corporation Manager confirmed that as 50% of lot owners representing at least 50% of the total lot entitlements were not either present or represented by proxy, decisions made at this meeting would only be Interim Ordinary Resolutions. These minutes are being provided within 14 days of the Annual General Meeting and they cannot be acted on until the lapse of 28 days and will not become final Resolutions of the Owners Corporation until the 29th day after the Annual General Meeting. In accordance with Section 74 of the Owners Corporation Act 2006, within the 28 days Owners whose lot entitlements total 25% of all lot entitlements may petition the Manager/Chairperson of the Owners Corporation to adjourn a Special General Meeting at which time the Interim Ordinary Resolutions could be confirmed or replaced. Owners may petition the Manager/Chairperson by notice in writing and sent to c/-Strata Connect Pty Ltd.

3 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation held be confirmed as a true record of the proceedings of that meeting.

4 FINANCIAL STATEMENTS

Resolved that the Financial Statements as set out below for the Financial Year be adopted.

- Income and Expenses Report for the year ended 30/11/2024
- Balance sheet as at 30/11/2024

Noted that the audit of the financials for the 2024 financial year, are currently with the auditor.

5 MAINTENANCE REQUIREMENTS

Resolved that the Owners Corporation consider and review the maintenance requirements of the property:

- the wall paper at the entrance is to be replaced, and there are a few samples for owners to review and provide input following the meeting. Members agreed to the "natural giant eucalypt" wall paper.
- an email out to owners/agents advising that there are too many items being stored outside of the cages, which can make access to the property attractive to thieves.
- access control system will need an upgrade, and may need to be brought forward on the maintenance plan.

Resolved that the Owners Corporation accept the maintenance plan as attached.

6 MANAGER'S REPORT

Resolved that the report from the Owners Corporation manager be received and accepted.

7 COMMITTEE REPORT

Resolved that the report from the Committee be received and accepted.

8 BUDGET

Resolved that the following Budget for the Financial year be tabled and adopted.

Administration Fund $269,027.00 including GST
Sinking/Maintenance Fund $71,500.00 including GST

9 OWNER CONTRIBUTIONS

Resolved that the Owners Corporation invoices will be due Quarterly and in accordance with Lot Liability.

Invoices will be issued one month in advance and due on the first day of December and subsequent instalments being due on the first days of March, June and September.

10 PENALTY INTEREST

Resolved that in accordance with the Penalty Interest Rates Act 1983, the Owners Corporation charges penalty interest at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date; and, that fees and charges incurred by the Owners Corporation to collect any past due amounts payable be charged to the owners account and be payable upon demand.

Penalty interest is charged from the due date of the invoice and not the invoice issue date.

11 RECOVERY OF MONEY

Resolved that the Owners Corporation manager is authorised to commence recovery proceedings through VCAT (Victorian Civil and Administrative Tribunal) or the Magistrates Court for the recovery of outstanding contributions and charges for any lot when necessary to do so. The cost of which is to be charged to the unit owner.

12 INSURANCE REVIEW

Resolved that the Owners Corporation's insurances, as shown below, remain with the current insurer and be renewed at the annual indexed increase.

Policy No.HU0006056547
Whitbread Insurance Brokers
Type : Building
Broker :

Premium : $65,565.93 Paid on : 27/05/2024 Start : 30/05/2024 Next due : 30/05/2025

Cover	Sum Insured	Excess	Notes
Building	$33,348,792.00	$5,000.00	Workers Comp not insured (NSW, ACT, TAs & WA ONLY)
Common Property	$333,487.00	$0.00	Catastrohpe insurance - pls see policy
Loss of Rent	$5,002,318.00	$0.00	
Public Liability	$30,000,000.00	$0.00	Weekly benefit $2,000
Voluntary Workers	$200,000.00	$0.00	
Fidelity Guarantee	$250,000.00	$0.00	Excesses - pls see policy
Office Bearers Liability	$5,000,000.00	$0.00	
Catastrophe	$5,002,318.00	$0.00	See policy for further breakdown
Govt. Audit Costs	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$0.00	

Lot Owners' Fixtures & Improvements	$250,000.00	$0.00

The insurance does not include Contents Insurance and therefore it is highly recommended that all owners effect their own Contents Insurance or Landlords Insurance if the property is tenanted.

Valuation last undertaken 7/07/2023
Next valuation due 7/07/2028

13 COMMITTEE ELECTION

Resolved that the members of the Committee be elected and appointed until the next Annual General Meeting .

The following committee nominations were received:

- Cameron MacLennan lot 6
- Lisa Ritchie lot 215
- Natalie Wieneroider lot 306
- Craig Gordon lot 308
- Bonnie Beare lot 310

Nominated Committee members raised an objection with the nomination of lot 215.
Members were requested to vote on the nominations for the Committee.

Members unanimously objected to the nomination of lot 215.

Members unanimously approved the following nominations for Committee:

- Cameron MacLennan lot 6
- Natalie Wieneroider lot 306
- Craig Gordon lot 308
- Bonnie Beare lot 310

Appointment of Chair and secretary of the Committee will be undertaken at the next Committee meeting.

14 COMMITTEE INSTRUMENT OF DELEGATION

Resolved that in accordance with Section 11 of the Owners Corporation Act of 2006 the Owners Corporation delegates to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

15 APPOINTMENT OF MANAGING AGENT

Resolved noted, that contract signed until December 2025.

16 COMMON SEAL

Resolved to remove the need to authorise the affixing of the common seal of the Owners Corporation to leases, licences, assignment or transfer of leases or licences, contracts and agreements required to be under the common seal of the Owners Corporation. This does not remove the need to have two lot owners sign.

17 REVIEW OCCUPATIONAL HEALTH AND SAFETY (OH&S)

Resolved to review Occupational Health & Safety (OH&S) requirements and remind Members of their obligation to monitor OH&S and advise the Manager of issues that may arise.

18 GENERAL BUSINESS

Resolved that items of a general nature be discussed - nil raised.

19 NEXT ANNUAL GENERAL MEETING

Resolved that a tentative date be set for the next Annual General Meeting of the Owners Corporation - February 2026.

Date of this notice: 08 April 2025

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:56 PM.

OWNERS CORPORATION CONSOLIDATED RULES
THE RICHMOND
41 – 49 YORK STREET RICHMOND
PS635269M

1. Definitions

In these rules:

"Act" means the *Owners Corporation Act* 2006 (Vic).

"Owners Corporation" means the Owners Corporation of Plan No. PS635269M

"Building" means the building and improvements on the Land known as The Richmond, 41 – 49 York Street Richmond;

"Committee" means the committee of Members (if any) elected by the Owners Corporation in accordance with the Act.

"Common Property" means the common property shown as common property on the Plan;

"Developer" means Meldev Property Group Pty Ltd or a related corporation responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, sub-contractors and invitees;

"Director" has the same meaning as it has in the *Fair Trading Act* 1999 (Vic).

"Dispute" means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) the operation of the Owners Corporation;

(b) an alleged breach by a Member or occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation.

"Domestic Building Contract" means any domestic building contract within the meaning of the *Domestic Building Contracts Act* 1995 (Vic) entered into by the Initial Owner.

"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 Subdivision Act 1988;

"Initial Owner" has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

"Land" means all the land in the Plan;

"Manager" means the manager appointed from time to time by the Owners Corporation pursuant to Part 6 of the Act;

"Member" means a member of the Owners Corporation;

"Plan" means Plan of Subdivision No. PS635269M

"Regulations" means the *Owners Corporation Regulations* 2007 (Vic)

"Security Device" means a key, magnetic card or other device used to open and close doors, gates or locks for a Lot or to the Common Property.

"Special Resolution" has the same meaning as defined in Section 96 of the Act;

"Visitor" means a person who is not a Member or a person who is not ordinarily a permanent resident of a Member's Lot.

2. Use of Lots

A Member must not, and must ensure that the occupier of a Member's Lot must not:

2.1 Use or permit the Lot to be used for any purpose which is illegal or injurious to the reputation of the building or causes a nuisance or hazard to any other Member or occupier of any Lot or the families or visitors of any such Member or occupier; or

2.2 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials over any balconies or out of any doors or windows forming part of any Lot; or

2.3. Make or permit to be made any noise on that Member's Lot which may be heard outside that Member's Lot between the hours of 12.00pm midnight and 7.30am; or

2.4 Use a washing machine or dryer between the hours of 10.00pm and 7.00am; or

2.5 Do or permit anything which may invalidate, suspend or increase the premium for any insurance affected by the Owners Corporation.

3. Use of Common Property – General

A Member must not, and must ensure that the occupier of a Member's Lot must not:

3.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the families or visitors of any such Member of occupier;

3.2 Make or permit to be made any undue noise in or abut the Common Property;

3.3 Smoke on the Common Property including, without limitation, in the stairwells, lifts, foyers, carpark lobbies, and areas set aside for plant and storage;

3.4 Permit any child under the control of any such Member or any occupier of any such Member's Lot to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless accompanied by an adult;

3.5 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials on the Common Property;

3.6 Do or allow to be done anything on the Common Property which causes a nuisance to the Owners Corporation or a Member or any occupier of a Member's Lot;

3.7 Obstruct any halls, passage ways, stairways or lifts of the Common Property;

3.8 Hold or allow to be held any public auction on or near the Common Property unless first approved by the Manager;

3.9 Each Member must not, and must ensure that the occupier of a Member's Lot must not, park or leave a vehicle:

3.9.1 on the Common Property so as to obstruct any driveway or entrance to a Lot; or

3.9.2 in any place other than a parking area specified for such purpose by the Owners Corporation;

3.10 Permit or store any items or materials other than a motor vehicle, motor cycle, boat, trailer or bicycle on any Lot allocated for parking;

3.11 Do or permit anything which might cause structural damage including, without limitation, bringing any heavy article onto the Common Property without the consent of the Owners Corporation;

3.12 Do anything to damage or deface the Common Property;

3.13 Interfere with any personal property owned by the Owners Corporation;

3.14 Interfere with the operation of any equipment installed in the Common Property;

3.15 Use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation.

4. Moving In – Moving Out

4.1 A Member must, and must ensure that the occupier of a Member's Lot must, when moving into or out of his or her Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move. Only those Members or occupiers that have written authorisation from the Manager will be permitted to move in or out;

4.2 Each Member must not, and must ensure that the occupier of a Member's Lot must not, move any article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary.

5. Damage to Common Property

Upon becoming aware of any breakage or defect in any services related to the Common Property, a Member must ensure that the Member or occupier of the Member's Lot promptly notifies the Manager of such breakage or defect.

6. Security

6.1 A Member must, and must ensure that the occupier of a Member's Lot complies with the reasonable requirements of the Manager for the security of the Common Property;

6.2 The Owners Corporation must take all reasonable steps to ensure the security of the Building from intruders and to preserve the safety of the Building from fire or other hazard and if it considers it necessary or desirable it may, without limitation:

6.2.1 close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;

6.2.2 permit, to the exclusion of each Member and the occupier of a Member's Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Building; and

6.3 The Owners Corporation may make rules and regulations to ensure the security of the Building from intruders;

6.4 If the Owners Corporation restricts the access of Members and the occupier of a Member's Lot under these rules the Owners Corporation must make available to each Member and the occupier of a Member's Lot free of charge the number of security keys which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member;

6.5 Each Member must exercise a high degree of caution and responsibility in making a security device available for use by an occupier of that Member's Lot including without limitation, entering into an appropriate agreement in any lease or licence agreement of the Lot to ensure return of the security device to the Member or the Manager upon expiry of the occupiers lease or licence;

6.6 A Member must, and must ensure that the occupier of a Member's Lot in possession of a security device must:

6.6.1 not duplicate or permit the security device to be duplicated, (other than the standard common property key); and

6.6.2 take all reasonable steps to ensure that the security device is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.

6.7 A Member must, and must ensure that the occupier of a Member's Lot must, promptly notify the Manager if a security device is lost or destroyed.

7. Notification

7.1 A Member must advise the Manager of an out of normal business hours contact address and telephone number for each occupier of the Member's Lot and must promptly advise the Manager of any change in such address or telephone number.

8. Owners Corporation Fees

8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to his or her unit liability on or before 1 July, 1 October, 1 January and 1 April each year, or on such other dates as determined by the Owners Corporation;

8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Compliance with Laws

9.1 A Member must, and must ensure that the occupier of a Member's Lot must, at the Member's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.

10. Appearance of Lot

A Member must not, and must ensure that the occupier of a Member's Lot must not:

10.1 Without prior written consent of the Owners Corporation, alter or permit to be altered the exterior walls of the Lot;

10.2 Without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

10.3 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;

10.4 Install or permit to be installed in any part of a Lot used for car parking or storage purposes any bars, screens or grilles not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;

10.5 Operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common Property, another Lot or another part of the Building;

10.6 Without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;

10.7 Install or operate any intruder alarm which emits an audible signal that does not have a cut out and reset capability;

10.8 Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;

10.9 Install any external wireless, television aerial, sky-dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written consent of the Owners Corporation; and

10.10 Allow any part of the Lot, including any balcony, garden, courtyard, carpark or storage area to become unkempt, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building nor place or have any washing, towel, bedding, clothing or other article so as to be visible from the Common Property or outside the Building without the written consent of the Owners Corporation.

10.11 **Lots not properly maintained:**

10.11.1 If a Member has refused or failed to carry out repairs, maintenance or other works to the Member's Lot that are required because—

(a) the outward appearance or outward state of repair of the Lot is adversely affected; or

(b) the use and enjoyment of the lots or Common Property by other lot owners is adversely affected—

the Owners Corporation may serve a notice on the Member requiring the Member to carry out the necessary repairs, maintenance or other works.

10.11.2 If a Member has been served with a notice under rule 10.11.1, the Member must carry out the repairs, maintenance or other works required by the notice within 28 days of the service of the notice.

10.11.3 If a Member has been served with a notice under rule 10.11.1 and has not complied with the notice within the required time, the Owners Corporation may carry out the necessary repairs, maintenance or other works to the lot.

10.12 **Cost of repairs, maintenance or other work**

10.12.1 An Owners Corporation may recover as a debt from a Member the cost of repairs, maintenance or other works carried out under rule 10.11.3.

10.12.2 An Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of some only of the lots from the Members, but the amount payable by those Members is to be calculated on the basis that the Member of the lot that benefits more pays more.

10.12.3 The works referred to in rule 10.12.2 may be to the Common Property or a lot.

10.13 **When can the Owners Corporation authorise a person to enter a Lot?**

The Owners Corporation may authorise a person to enter a Lot or a building on a Lot on its behalf to carry out repairs, maintenance or other works in accordance with its obligations under section 47 of the Act or rule 10.11.3.

10.14 **What notice of entry must be given?**

10.14.1 The Owners Corporation must give at least 7 days' notice in writing to the occupier of a Lot of its intention to enter the lot unless—

(a) the occupier agrees to a lesser time; or

(b) there is an emergency.

10.14.2 In this Rule—

emergency includes—

(a) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; and

(b) a leak or a similar problem requiring prompt attention; and

(c) cracking or a similar structural problem likely to affect the immediate safety of a building or any person.

11. Fire Control

11.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

11.2 The Owners Corporation or a Member must, as appropriate:

11.2.1 consult with any Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the lot;

11.2.2 ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Lot to the satisfaction of all relevant Governmental Agencies; and

11.2.3 take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.

11.3 A Member must not, and must ensure that the occupier of a Member's Lot must not, store on the Lot or the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other materials used or intended to be used in connection with the permitted use of the Lot.

12. Air-conditioning and Heating

12.1 A Member must not, and must ensure that the occupier of a Member's Lot must not install, maintain and operate an external air-conditioning or heating unit to service the Lot which has not been approved by the Owners Corporation.

13. Occupiers and Invitees

13.1 A Member must use best endeavours to ensure that any occupier of that Member's Lot complies with these Rules;

13.2 Without limiting paragraph 13.1, a Member must ensure that a copy of these Rules is given to an occupier of that Member's Lot before such occupier enters possession of that Lot. If a Member and the occupier of that Member's Lot enter into a lease or any other form of agreement allowing another person to occupy that Member's Lot, the Member must ensure that the lease contains a condition that the occupier agrees to comply with and be bound by these Rules;

13.3 Within 30 days of a Member entering into a lease or any other form of agreement allowing another person to occupy that Member's Lot, that Member must deliver to the Manager an acknowledgement signed by the occupier of the Lot that the occupier has received these Rules.

14. Pets and Animals

14.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, keep any animal on a Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;

14.2 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to them does not urinate or defecate on the Common Property;

14.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to the Member must be kept on a lead or carried or in a cage while on the Common Property;

15. Garbage

15.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose;

15.2 A Member must, and must ensure that the occupier of a Member's Lot must, dispose of garbage in a manner specified by the Owners Corporation from time to time but otherwise:

15.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

15.2.2 recyclable items, without limitation, paper, cardboard and plastic, as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

15.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated receptacle situated on the Common Property.

16. Storage of Bicycles

16.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, permit any bicycle to be stored other than in the areas that may be designated from time to time by the Owners Corporation or its Manager for such purposes;

17. Signs, blinds, curtains and awnings

17.1 A Member must not erect or affix any sign or notice to any part of the Member's Lot advertising the sale or lease of the Lot;

17.2 A Member must not, and must ensure that the occupier of a Member's Lot must not, erect or affix any sign or notice to any part of the Common Property without the prior written consent of the Owners Corporation or the Manager;

17.3 The Owners Corporation or the Manager has the right to determine the location and dimension of any sign or notice referred to in Rule 17.2 and a Member or occupier of a Member's Lot must comply with any such determination;

17.4 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any internal blinds or curtains other than specified in Schedule A of these rules.

17.5 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any external blind or awning to the Lot without the consent of the Owners Corporation.

18. Mail

18.1 A Member must, and must ensure that the occupier of a Member's Lot must, regularly clear and keep clear any mail receiving box of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects, and must arrange for such clearance by other persons if a Member or occupier of a Member's Lot is absent for any period of more than 14 days;

19. Building works

19.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, undertake any building works to a Lot except in accordance with the following requirements:

19.1.1 all requisite permits, approvals and consents for any building works must first be obtained and copies must be given to the Owners Corporation;

19.1.2 building works must be carried out in accordance with the permits approvals and consents specified in clause 19.1.1;

19.1.3 building works must be carried out in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building works to other Lot owners and occupiers; and

19.1.4 building works may only be undertaken from Monday to Friday between the hours of 8.00am to 4.00pm.

19.2 The Member, or occupier of the Member's Lot must not commence any building works until the Member or occupier:

19.2.1 submits to the Owners Corporation plans and specifications of the proposed building works by the Member or occupier;

19.2.2 supplies to the Owners Corporation such further particulars of those proposed building works as the Owners Corporation may request to enable the Owners Corporation to be satisfied that the proposed building works accord with the aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

19.2.3 receives written approval for the building works from the Owners Corporation, which approval may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval is not effective until such costs have been paid; and

19.2.4 pays such reasonable costs to the Owners Corporation.

19.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that all servants, agents and contractors undertaking building works comply with the proper and reasonable directions of the Owners Corporation about the method of building operations, means of access, use of Common Property and on-site management and building protection, and hours of work (and the main building entrance and lobby 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 such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

20. Rules Subject to Rights of Developer

20.1 In case of any inconsistency between the Rules and the rights of the Developer under these Rules, the Developer's rights must prevail and all other Members and occupiers and the Owners Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with these Developer's rights.

20.2 A Member or occupier must comply with the terms of any development agreement between the Developer and the Owners Corporation that is disclosed to the Member or occupier.

20.3 Notwithstanding anything to the contrary herein contained, these Rules (other than this Rule 20) do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:

20.3.1 the Developer and/or its equity partners (if any) is a Member or occupier;

20.3.2 any mortgagee or chargee of the Developer has an interest in any Lot; or

20.3.3 the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer their mortgagee or chargee may be engaged in or which may need to be carried out in order to complete construction of the Building.

20.4 The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by each and every Member and by the Owners Corporation to:

20.4.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building; and

20.4.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Building; and

20.4.3 exclude all and any Members or occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Building; and

20.4.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and

20.4.5 grant rights to use or access through or over the Common Property to third parties on such terms and

conditions as the Developer or its mortgagee or chargee thinks fit; and

20.4.6 limit or restrict access to certain areas of the Land including areas of the Common Property in order to expeditiously complete the Building; and

20.4.7 use whatever rights of way and/or points of egress and ingress to the Building as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Building in order to carry out any works,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property

20.5 The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Building. A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule or contravene any right or reprieve afforded to the Developer under this Rule.

20.6 In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the satisfactory completion of the building. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

21. Enforcement of Domestic Building Contract

21.1 This Rule applies when the Initial Owner (which may be the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.

21.2 If the Initial Owner takes steps contemplated by Rule 21.1, the Initial Owner may:

21.2.1 make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

21.2.2 exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;

21.2.3 settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; or

21.2.4 take any other enforcement action the Initial Owner considers appropriate in the circumstances.

21.3 A Member must not require the Initial Owner to take any further steps other than those listed in Rule 21.2.

21.4 The Members must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.

21.5 Where the Initial Owner is required or has elected to enforce any Domestic Building Contract, a Member or occupier must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Initial Owner to take remedial action, repair, rectify, alter or amend any component of the Common Property. Members and Occupiers must follow any safety instruction or procedure put in place to protect the safety of occupiers, workers, pedestrians, or the Building. A Member or occupier, the Owners Corporation in general or any Member or the Owners Corporation must not take any action to prevent any Domestic Building Contract being enforced by the Initial Owner.

22. Use Restrictions

22.1 The Member or occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express and prior written consent of the Owners Corporation.

22.2 The Member or occupier is prohibited from granting any residential tenancy agreements of any Lot for less than two (2) months.

22.3 If authorized to do so by the Owners Corporation, the Member or occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

22.3.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

22.3.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant authority from time to time are complied with; and

22.3.3 the trade, business or other commercial use can be carried on and is carried on without causing undue

nuisance or, creating a greater security risk to the Members and occupiers of other Lots.

23. Balconies

A Member or occupier:

23.1 must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot;

23.2 must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertaking any building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;

23.3 must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;

23.4 must not temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish);

23.5 must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;

23.6 must ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots;

23.7 must grant and provide to the Owners Corporation, upon the Member or occupier being given 5 calendar days prior written notice, access to any balcony forming part of the Member's or occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;

23.8 must ensure building materials related to any building works are not stacked or stored in or on balcony areas.

In accessing any part of a Lot in accordance with Rule 23.7, the Owners Corporation must endeavour to cause minimal disturbance and inconvenience to that Member or occupier.

24. Signage and Other Licences

24.1 The Owners Corporation may grant the Developer:

24.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Building;

24.1.2 a licence to host promotional events in the main lobby area;

24.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

24.1.4 allow the Developer's representatives and their invitees to conduct selling activities from a Lot which will serve as a display unit,

provided the Developer use its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

24.2 A Member or occupier of the Lot must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.

24.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule.

24.4 A Member or Occupier must not use any part of the Common Property in respect of which exclusive use and enjoyment rights have be given, granted, or licensed by the Owners Corporation from time to time including any management rights granted to the Manager.

24.5 A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule.

25. Disputes and Complaints

25.1 Any Dispute must be dealt with at first instance in accordance with this Rule.

25.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule.

25.3 The party making the compliant must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a compliant referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

25.3.1 arrange a meeting between the parties to resolve the Dispute; or

25.3.2 waive the requirement for the parties to meet.

25.4 Notwithstanding the course of action elected by the Committee under Rule 25.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

25.5 Without limiting the generality of this Rule, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

25.5.1 arrange a meeting between the parties to resolve the Dispute; or

25.5.2 waive the requirement for the parties to meet.

25.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 25.3 or 25.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other law.

26. Services

26.1 A Member or occupier must not do anything or permit anything to be done on or in relation to their Lot or in the Common Property so that:

26.1.1 any service, structure or function provided by that Lot or the Common Property for any other Lot is interfered with;

26.1.2 the structural and functional integrity of any part of the Common Property is impaired; or

26.1.3 the provision of services to or through the Lot or Common Property is interfered with.

26.2 A Member or occupier must contribute its share of the costs of supply and maintenance of any gas or power facility required for the heating or air conditioning to the whole of the Building or any Common Property. Where any Lot is not separately metered the Member or Occupier must pay a proportion of such services or supply charges as part of their liability for Owners Corporation fees and in accordance with their lot liability denoted in the Plan or such other apportionment as the Manager determines in its absolute discretion.

26.3 Except in the case of an emergency (in which case no notice is required) upon one (1) days notice in writing, the Member or occupier must grant the Owners Corporation access to the interior of any Lot to test the electrical, gas, water installation, any equipment and/or services located in the Common Property or which is otherwise owned by the Owners Corporation.

OWNERS CORPORATION RULES
THE RICHMOND
PS635269M

SCHEDULE A

INTERNAL BLINDS / CURTAINS

Only the following can be installed as window coverings:

Specifications:

Composition: 100% Polyester

Coating: Pigmented acrylic

Thickness: 0.40mm

Light fastness: ->7 fully fade resistant

Opacity: Blockout, test to AS-2663-1999

Protection: Mould and mildew protection

Flame Retardant: Product is designed and manufactured to comply with building code of Australia requirements for class 2 to 9(a) buildings

Cleaning: Wipe clean with warm soapy water on a damp cloth

Type and Colour:

Bedrooms

Elements Blockout

Colour: Pearl

Living Areas

Elements Translucent

Colour: Pearl

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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 your 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 the owners corporation 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.

Model rules for an owners corporation

1. Health, safety and security

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

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

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

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.