# Contract of Sale of Land

Property:

**Unit 207, 59 Autumn Terrace, Clayton South VIC 3169**

**Link West Conveyancing**
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:03499

# 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 ...../…..……/2023

**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 ...../…..……/2023

**Print names(s) of person(s) signing:** **Stavrou Superannuation Custodial Pty Ltd**

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: Stavrou Superannuation Custodial Pty Ltd

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: 03499

**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 | 11358 | Folio | 590 | 207a | PS 641883H |

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 207, 59 Autumn Terrace, Clayton South VIC 3169

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

**Payment**

Price $

Deposit $ by (of which has been paid)

Balance $ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

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

**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

**Instructions**: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

**Special condition 1 – Payment**

General condition 14 is replaced with the following:

**14. Deposit**

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The purchaser must pay all money other than the deposit:

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

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

14.4 Payments may be made or tendered:

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

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

**Special condition 2 – Acceptance of title**

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

**Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

**Special condition 4 – Adjustments**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

**Special condition 5 – Service**

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

**Special condition 6 – Electronic conveyancing**

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

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

6.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

6.9 The vendor must before settlement:

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

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

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

**Special condition 7 – Condition of the Property**

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

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

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

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

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

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

**Special condition 8 – Deposit**

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

**Special condition 9 – Forms of Payment**

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

**Special condition 10 – Default not remedy**

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

**Special Condition 12 - Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

**Special Condition 13 - SWIMMING POOL AND/OR SPA**

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

# Contract of Sale of Land - General Conditions

# Contract Signing

**1 ELECTRONIC SIGNATURE**

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

**2. LIABILITY OF SIGNATORY**

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

**3. GUARANTEE**

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

**4. NOMINEE**

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

# Title

**5. ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

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

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

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

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

**6. VENDOR WARRANTIES**

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

**7. IDENTITY OF THE LAND**

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

7.2 The purchaser may not:

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

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

**8. SERVICES**

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

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

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

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

**11. RELEASE OF SECURITY INTEREST**

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

# Money

**14. DEPOSIT**

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**15. DEPOSIT BOND**

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

## 16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

## 17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

**19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

**20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. BUILDING REPORT**

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

**25. GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

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

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

# Transactional

## 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

**27. SERVICE**

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

**28. NOTICES**

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

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

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

**32. BREACH**

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

# Default

**33. INTEREST**

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

**34. DEFAULT NOTICE**

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# GUARANTEE and INDEMNITY

| | | | |
|---|---|---|---|
| I/We | | **of** | |
| And | | **of** | |
| being the **Sole Director / Directors of** | | **ACN** | |

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

# SCHEDULE 1

Regulations 5, 6 and 7

# GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

# Vendor Statement

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

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

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

| | |
|---|---|
| **Land** | UNIT 207, 59 AUTUMN TERRACE, CLAYTON SOUTH VIC 3169 |

| | | |
|---|---|---|
| Vendor's name | Stavrou Superannuation Custodial Pty Ltd | Date<br>/ / |
| Vendor's signature<br><br>_____ | | |

| | |
|---|---|
| Purchaser's name | Date<br>/ / |
| Purchaser's signature<br><br>_____ | |
| Purchaser's name | Date<br>/ / |
| Purchaser's signature<br><br>_____ | |

# 1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

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

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

# 2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

# 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

## 4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

| |
|---|
| NIL |

4.3 **Compulsory Acquisition**

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

| |
|---|
| NIL |

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

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

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VOLUME 11358 FOLIO 590 Security no : 124104476320L
Produced 07/03/2023 03:19 PM

## LAND DESCRIPTION

Lot 207A on Plan of Subdivision 641883H.
PARENT TITLE Volume 11121 Folio 885
Created by instrument PS641883H 07/06/2012

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STAVROU SUPERANNUATION CUSTODIAL PTY LTD of 13 KOLONGA COURT VERMONT SOUTH 3133
AK065772U 06/12/2012

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK065773S 06/12/2012
WESTPAC BANKING CORPORATION

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AD316810E 17/12/2004

## DIAGRAM LOCATION

SEE PS641883H FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 207 LEVEL 2 59 AUTUMN TERRACE CLAYTON SOUTH VIC 3169

## ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

## OWNERS CORPORATIONS

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The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS641883H
OWNERS CORPORATION 2 PLAN NO. PS641883H

DOCUMENT END

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# PLAN OF SUBDIVISION

Stage No.

LRS use only

EDITION 2

PS641883H

01/06/2012 $17,565.00 PS

## Location of Land

**Parish:** MORDIALLOC
**Township:**
**Section:** 5
**Crown Allotment:** 1 (PART)
**Crown Portion:**

**Title References:**
**Vol.** 11121 **Fol.** 885
**Vol.** **Fol.**
**Vol.** **Fol.**

**Last Plan Reference:** PS615740E LOT 1

**Postal Address:** 61-111 ROSEBANK AVENUE
CLAYTON SOUTH 3169

**MGA Co-ordinates:** E 336 470
(Of approx. centre of plan) N 5 799 250 **Zone:** 55

## Vesting of Roads or Reserves

| Identifier | Council/Body/Person |
|---|---|
| Nil | Nil |

## Council Certification

**Council Name:** KINGSTON CITY COUNCIL **Ref:** KS-6/2012/1

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.~~

**Public Open Space:**
(i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has/~~has not been made.
~~(ii) The requirement has/has not been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage~~
~~(iii) The requirement has been satisfied for~~

Council Delegate
~~Council seal~~
Date 31/5/12

~~This plan is re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~
~~Council seal~~
Date ~~/ /~~

## Notations

**Depth Limitation:** Does not apply

"The Village" Total site area: 1.166ha

**Boundaries shown by thick continuous lines are defined by buildings**
**Location of boundaries defined by buildings:**
Interior Face : All Boundaries

Common Property No.2 is all the land in the plan except the lots & CP No.1 and it includes the structure of any wall, floor, ceiling, window, door and balustrade which define boundaries on the building containing lots 101A to 135A, 201A to 235A & 301A to 335A.

Common Property No.3 is all the land in the plan except the lots & CP No.1 and it includes the structure of any wall, floor, ceiling, window, door and balustrade which define boundaries on the building containing lots B101 to B126, B201 to B227 & B301 to B327.

Subdivision (Registrar's Requirements) Regulations 2011 apply.

CP - Common Property

**Staging:** This is/~~is not~~ a staged subdivision
Planning Permit No.

**Survey:** This plan is /~~is not~~ based on survey.
To be completed where applicable.
This survey has been connected to permanent marks no(s). In Proclaimed Survey Area no.

All electricity (mains) cables and internal service ducts/pipe shafts & columns within the building containing lots 101A to 135A, 201A to 235A,301A to 335A are deemed to be part of Common Property No.2. The position of these ducts/shafts & columns have not been shown on the diagrams contained herein.

All electricity (mains) cables and internal service ducts/pipe shafts & columns within the building containing lots B101 to B126, B201 to B227,B301 to B327 are deemed to be part of Common Property No.3. The position of these ducts/shafts & columns have not been shown on the diagrams contained herein.

Lots 101A,108A,109A,116A,117A,123A,124A,132A,201A,202A,208A,209A,215A,216A,222A, 223A,229A,230A,301A,302A,308A,312A,313A,319A,320A,326A,327A,335A, B101-B108, B112-B114, B119-B122, B201, B206, B211, B216, B221, B226, B304, B309-B316, B319 & B320 comprise of 2 parts.
All other lots comprise of 3 parts.

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

## Easement Information

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)
Pursuant to section 12(2) of the Subdivision Act 1988 the land in this plan is affected by implied easements set apart in this plan and implied easements set apart in PS615740E

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|---|---|---|---|---|
| E-1,E-2, E-5,E-7 | Electricity Supply | See Diag | Instr B645328 | SECV |
| E-2,E-3 | Sewerage | See Diag | Instr C222865 | MMBW |
| E-4,E-5 | Gas Distribution | See Diag | C/E W319383V | Multinet Gas Pty Ltd |
| E-6,E-7 | Water Supply | 4 | PS615740E | South East Water Limited |
| E-8 | Sewerage | 2 | This Plan | South East Water Limited |

LRS use only
Statement of Compliance / Exemption Statement
Received ☑
Date 1/6/12

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

Sheet 1 of 21 Sheets
Original sheet size A3

**GOODISON & ASSOCIATES**
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE BGoodison DATE 17/4/12
REF 12881-1 VERSION 3

DATE 31/5/12
COUNCIL DELEGATE SIGNATURE

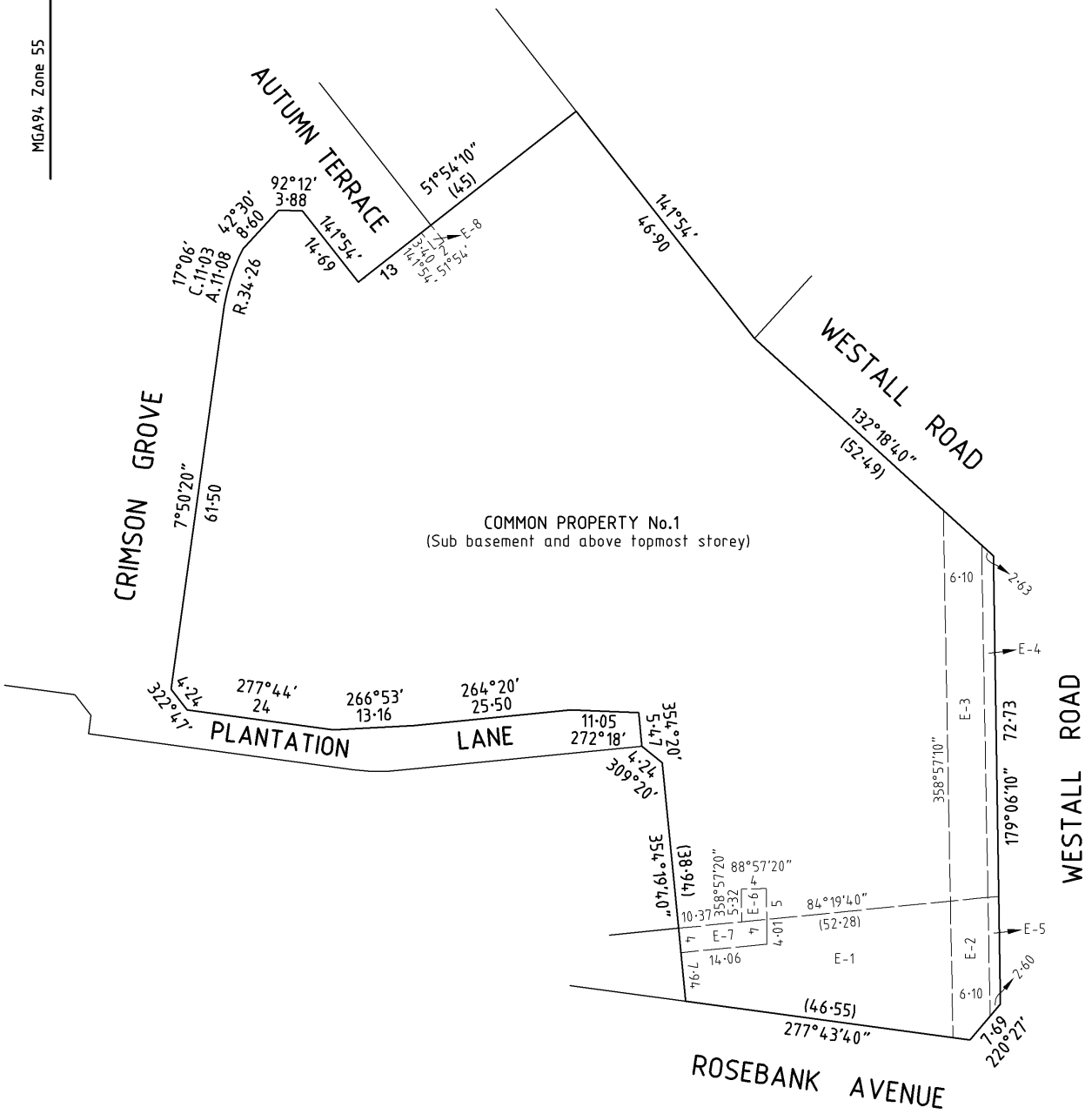
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

MGA94 Zone 55




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TEL: 9428-1818 FAX: 9428-0015
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LICENSED SURVEYOR (PRINT) Bernard GOODISON

SIGNATURE _____ DATE ___/___/___

REF 12881-1 VERSION 3

Sheet 2

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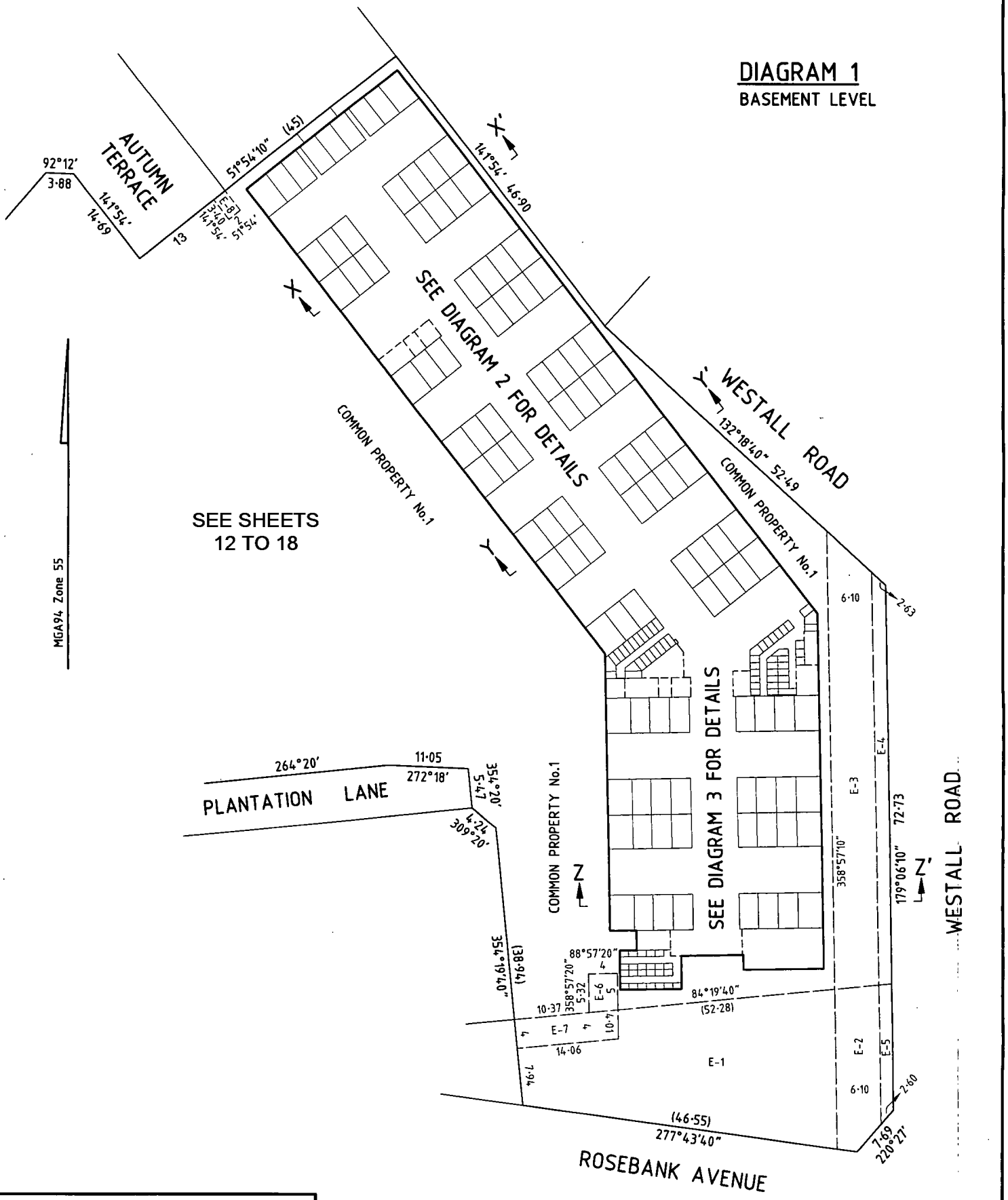
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




**GOODISON & ASSOCIATES**
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
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| ORIGINAL SHEET SIZE | SCALE | SCALE |
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LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE BGoodison
DATE 17/4/12
REF 12881-1
VERSION 3

Sheet 3

DATE 31/5/12
COUNCIL DELEGATE SIGNATURE

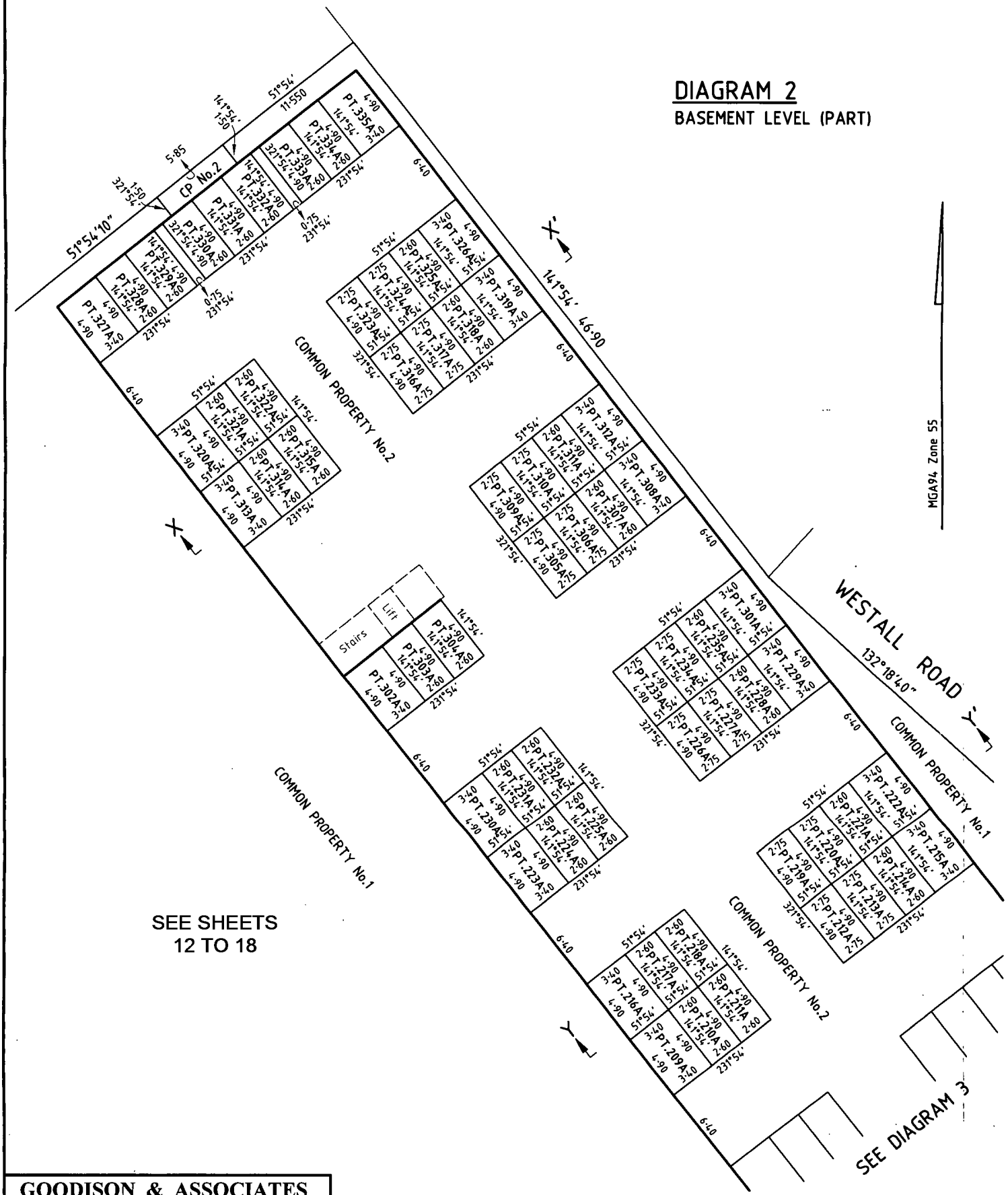
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

## DIAGRAM 2
BASEMENT LEVEL (PART)




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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
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E-mail: goodison@mira.net

| ORIGINAL SHEET SIZE | SCALE |
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REF 12881-1 VERSION 3

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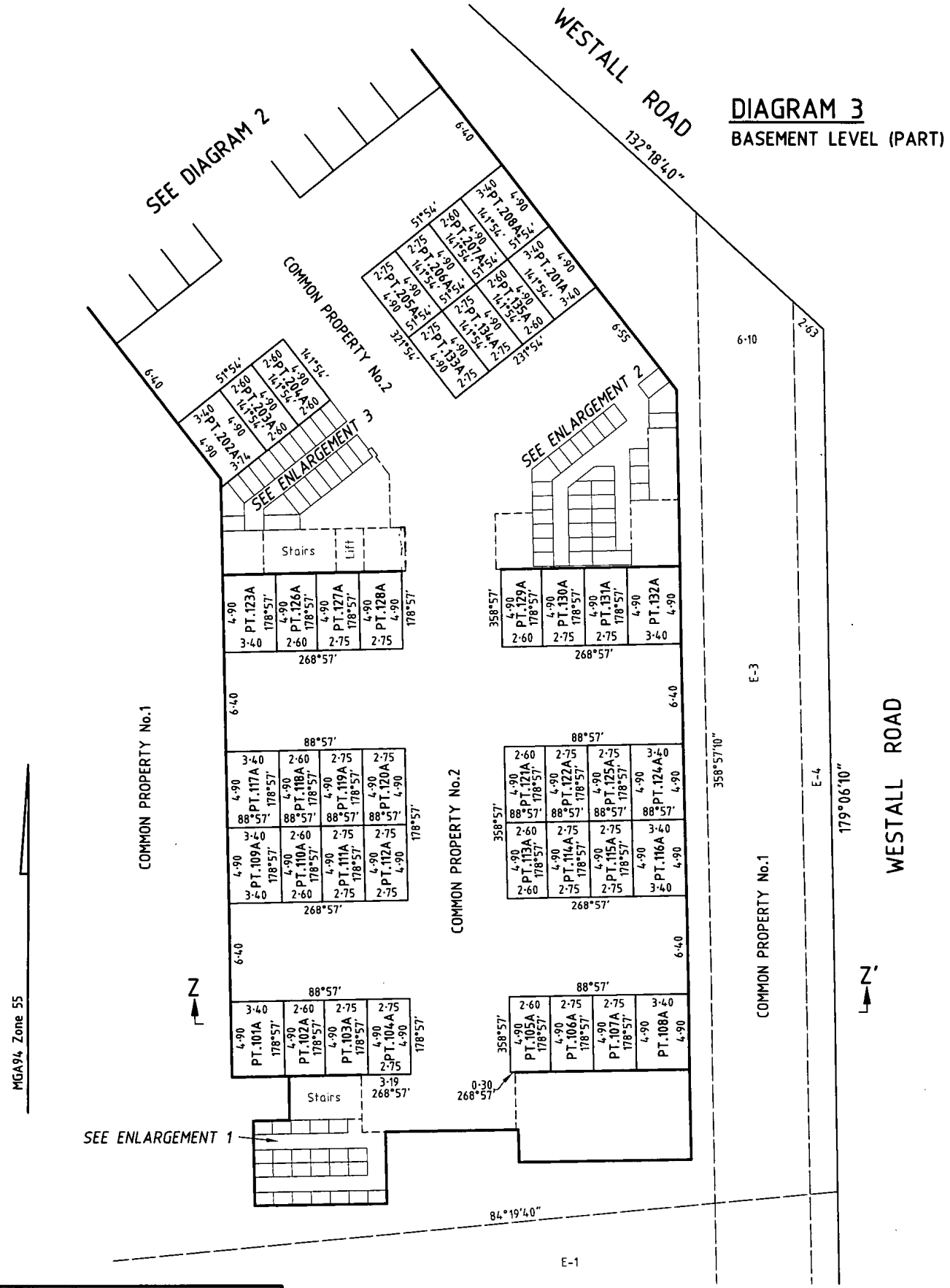
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




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*LEVEL 1 424 BRIDGE ROAD RICHMOND 3121*
*TEL: 9428-1818 FAX: 9428-0015*
*E-mail: goodison@mira.net*

| ORIGINAL SHEET SIZE | SCALE | SCALE |
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SIGNATURE B Goodison DATE 17/4/12
REF 12881-1 VERSION 3

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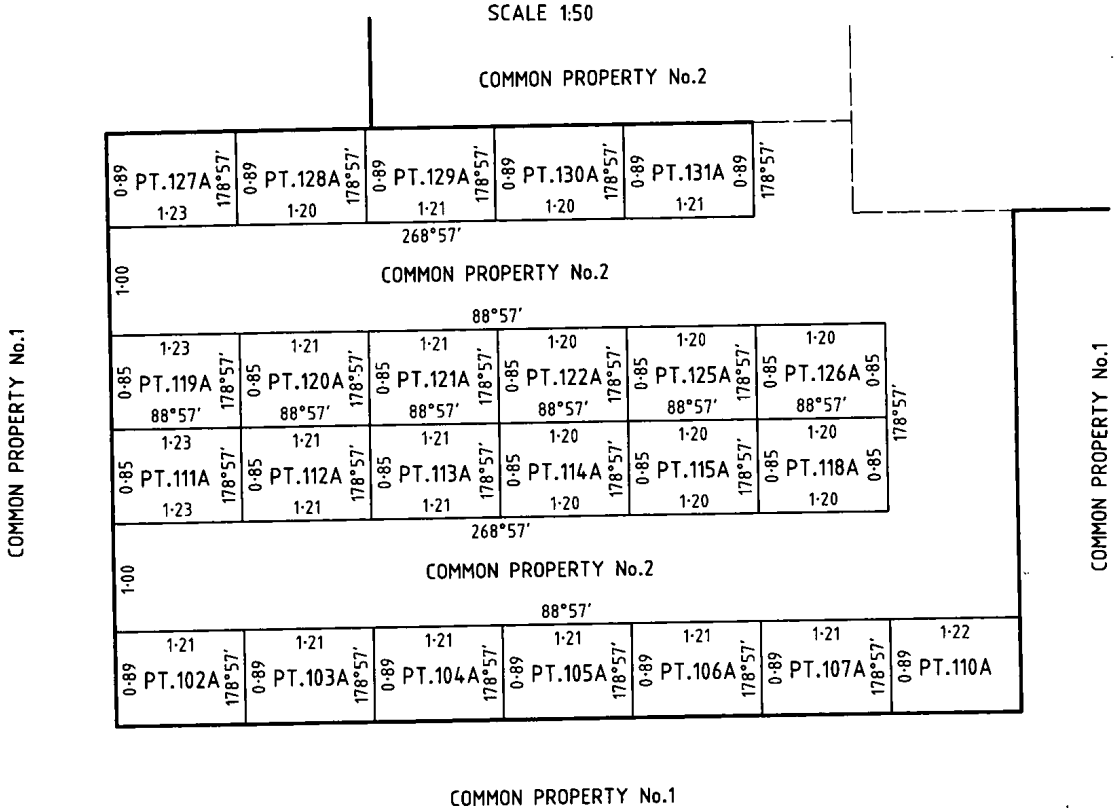
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

## ENLARGEMENT 1
SCALE 1:50




MGA94 Zone 55

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*E-mail: goodison@mira.net*

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REF 12881-1 VERSION 3

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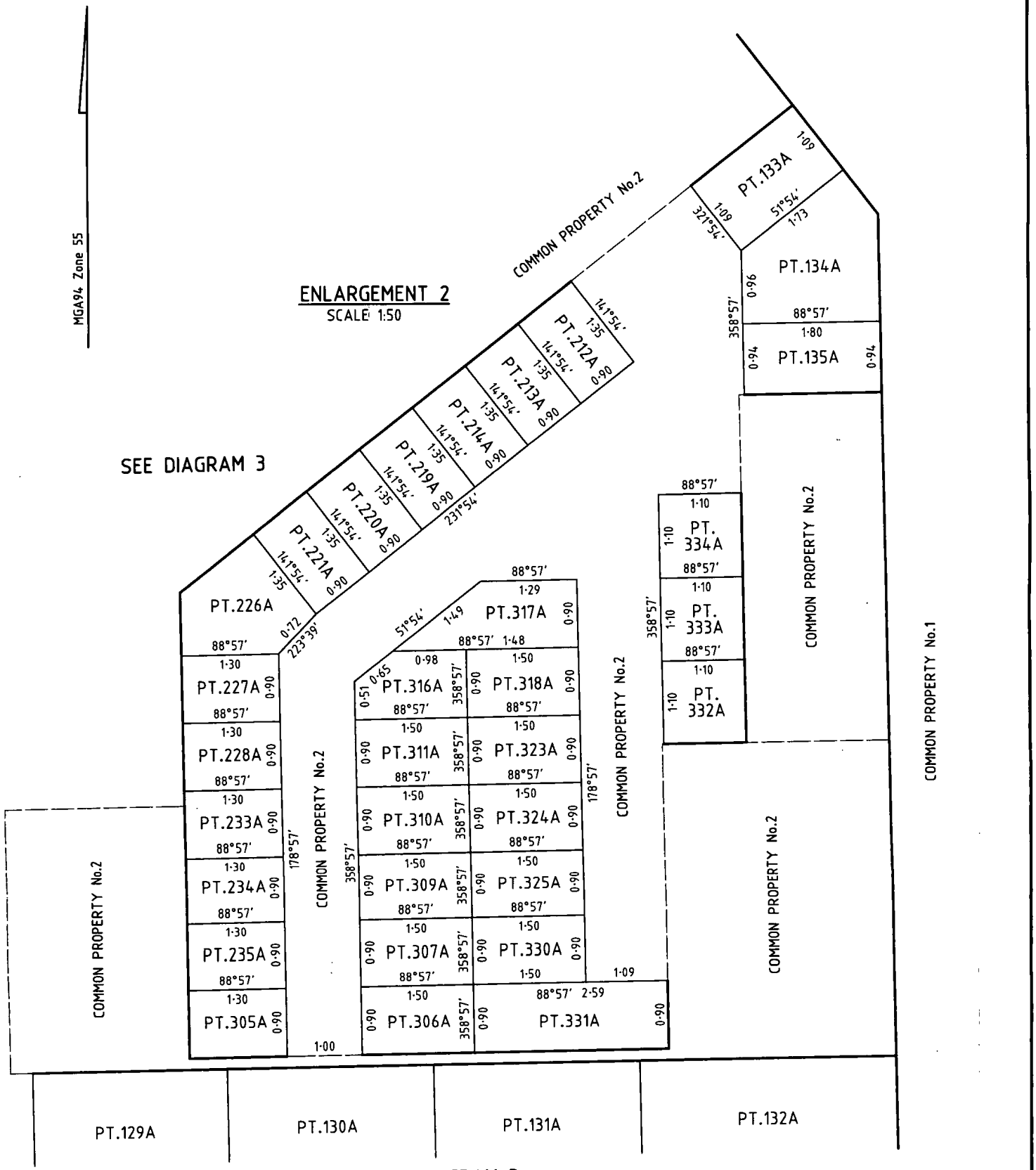
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




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ORIGINAL SHEET SIZE A3 | SCALE | LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Goodison DATE 17/4/12
REF 12881-1 VERSION 3

Sheet 7

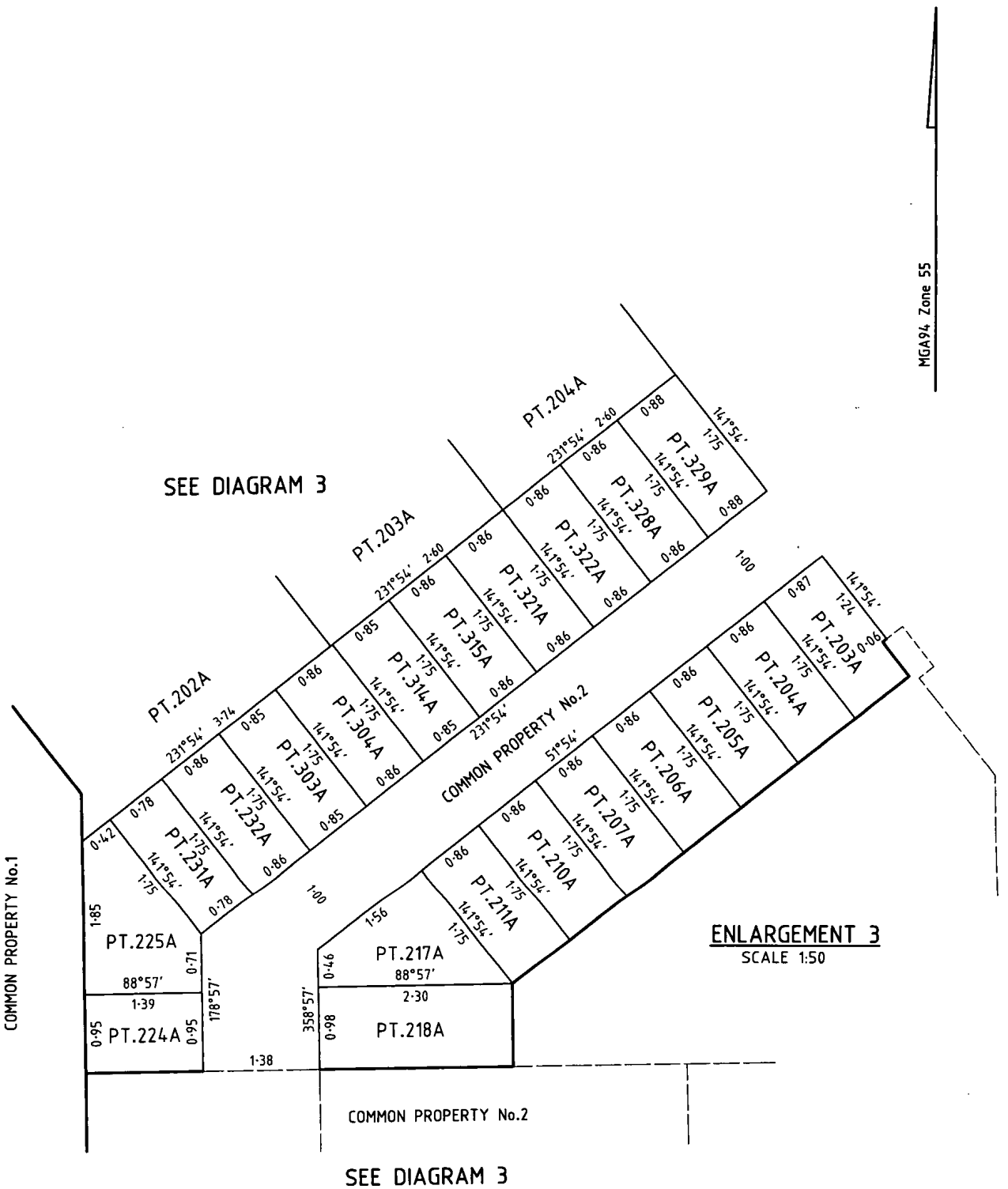
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




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REF 12881-1 VERSION 3

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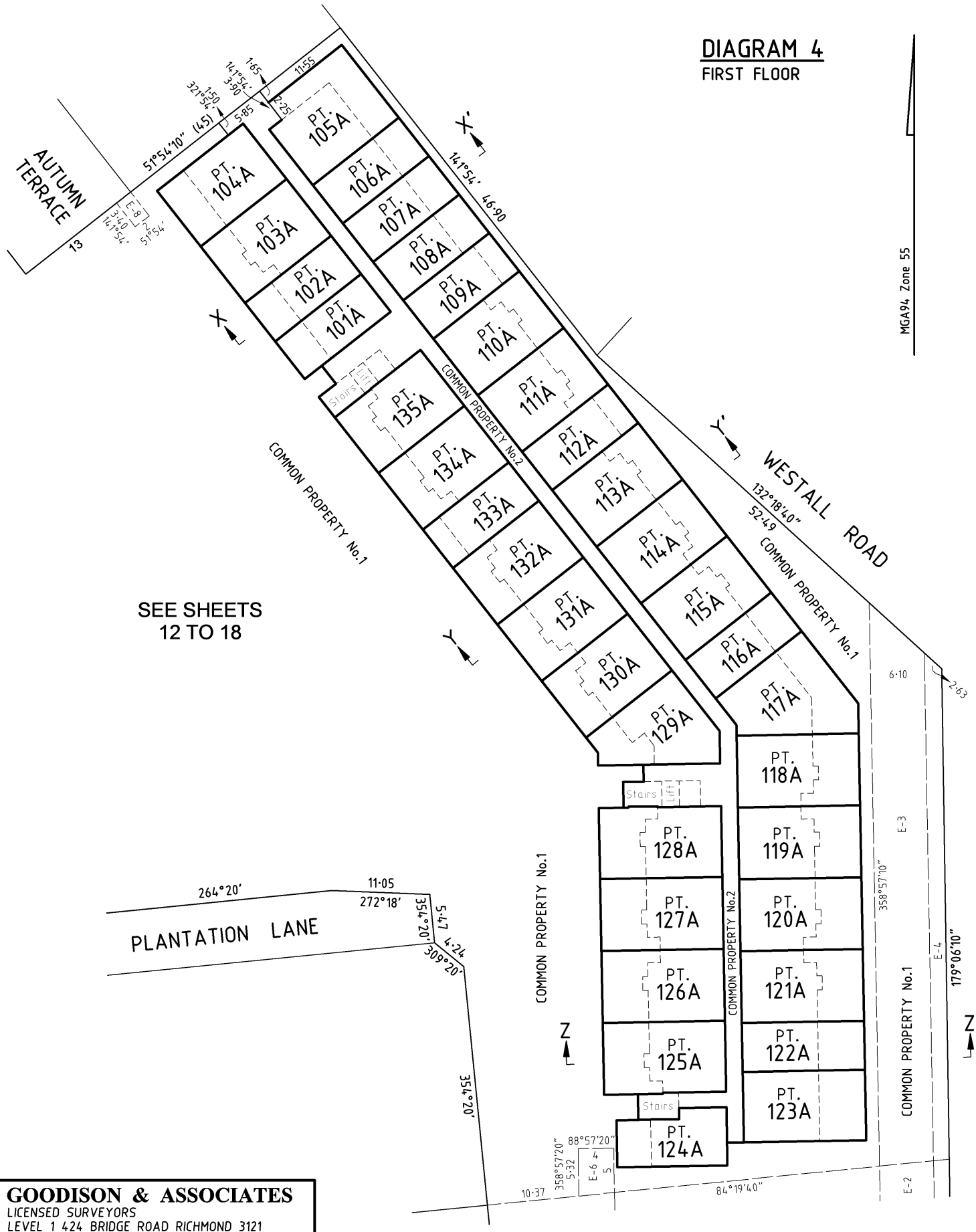
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# PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 641883H**

## DIAGRAM 4
FIRST FLOOR




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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

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LICENSED SURVEYOR (PRINT) Bernard GOODISON

SIGNATURE _____ DATE ___/___/___

REF 12881-1 VERSION 3

Sheet 9

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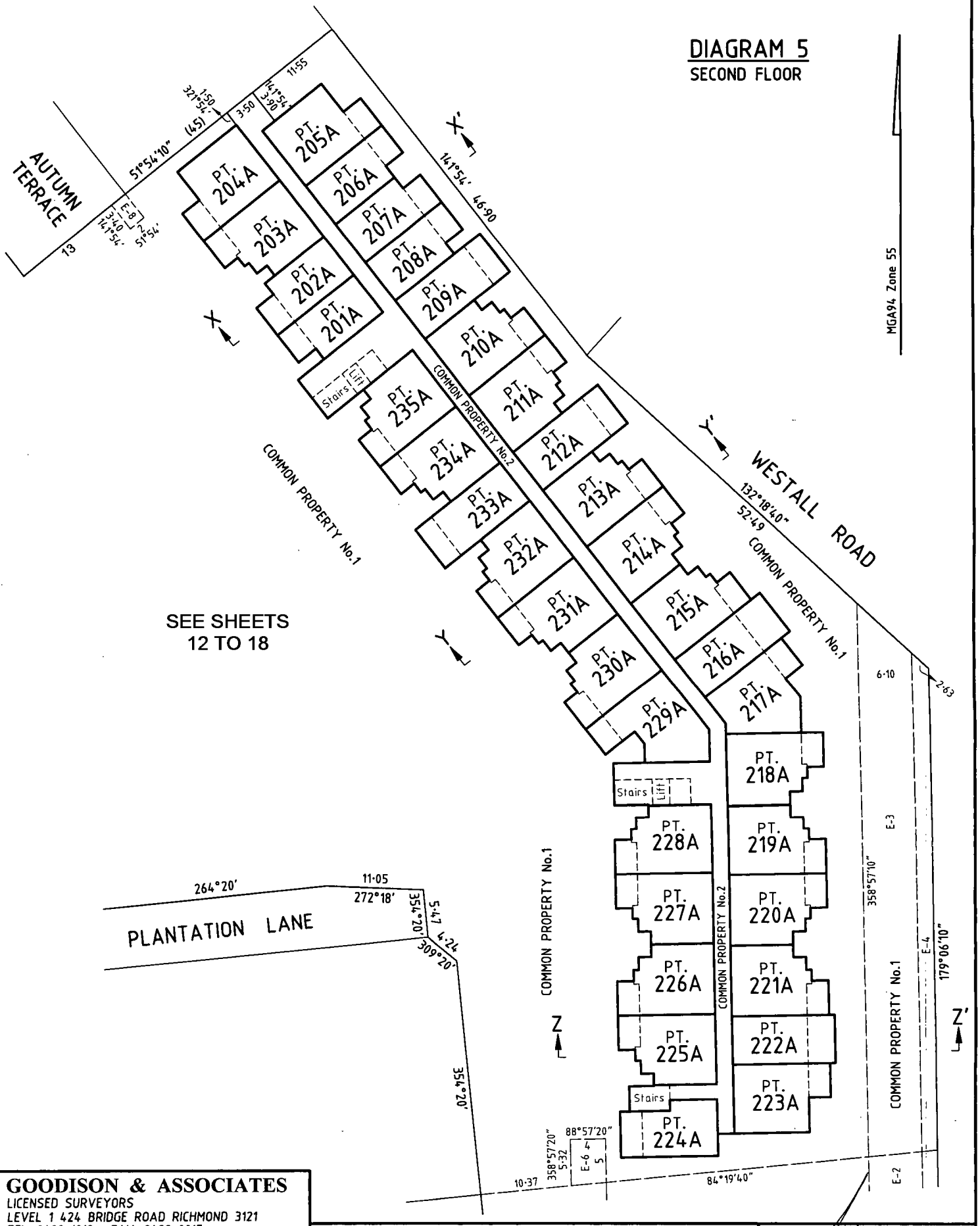
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

## DIAGRAM 5
SECOND FLOOR




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TEL: 9428-1818 FAX: 9428-0015
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| ORIGINAL SHEET SIZE | SCALE |
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE B.Goodison DATE 17/4/12
REF 12881-1 VERSION 3

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DATE 31/5/12
COUNCIL DELEGATE SIGNATURE

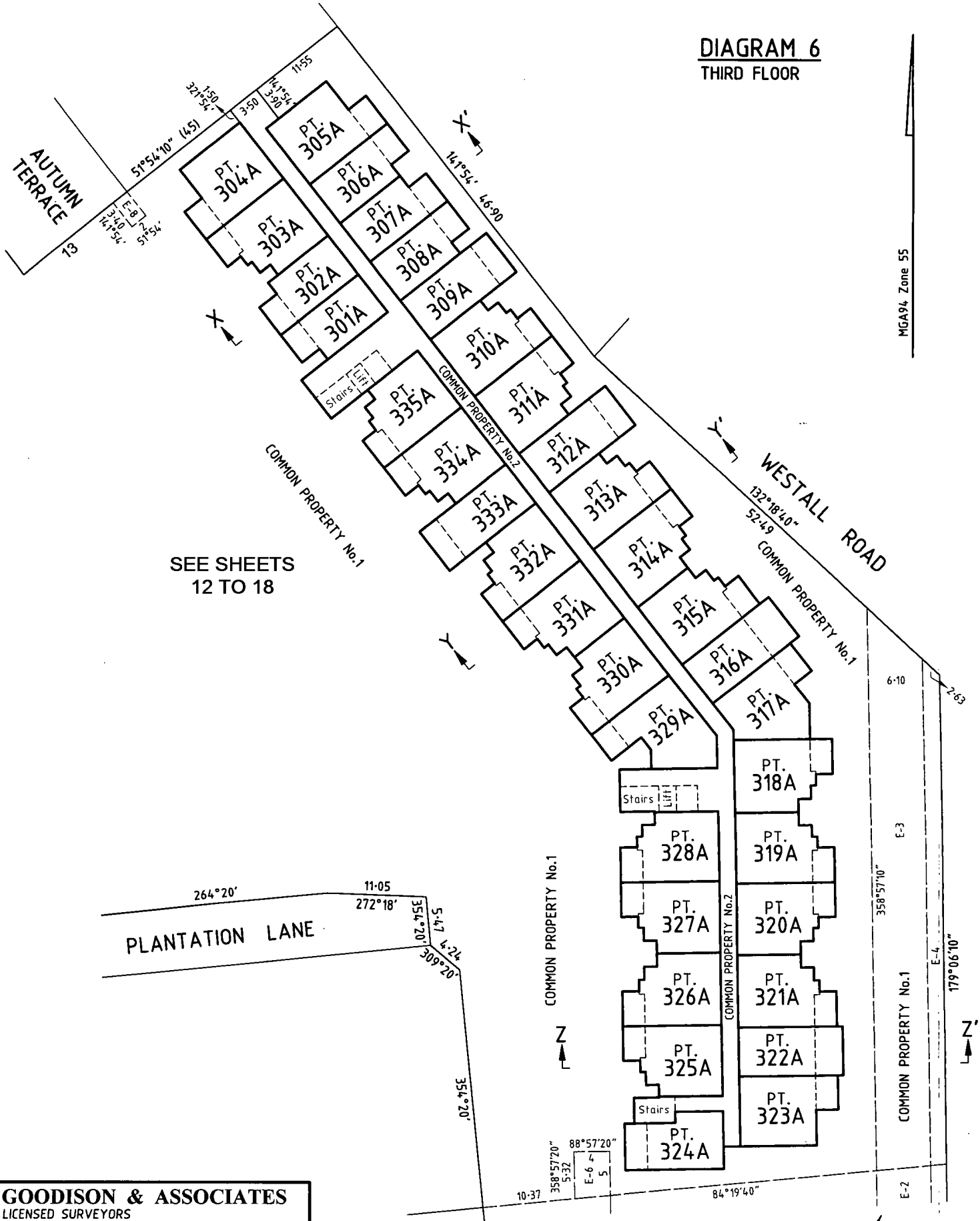
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

## DIAGRAM 6
THIRD FLOOR




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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
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| ORIGINAL SHEET SIZE | SCALE |
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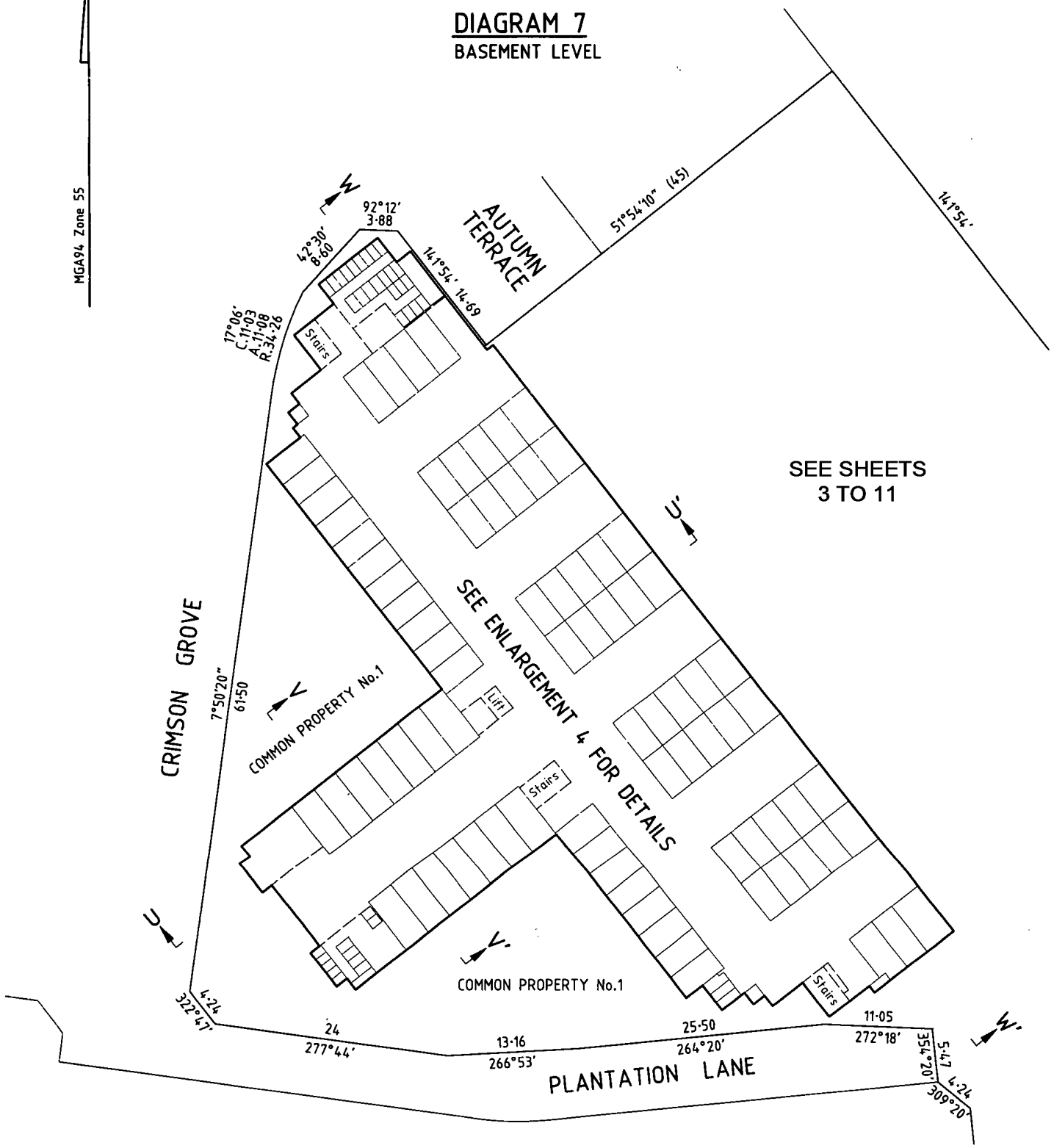
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# PLAN OF SUBDIVISION

| Stage No. | Plan Number |
|---|---|
| | PS 641883H |

MGA94 Zone 55

## DIAGRAM 7
BASEMENT LEVEL




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LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

| ORIGINAL SHEET SIZE | SCALE |
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LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE B.Goodison DATE 4/7/12
REF 12881-2 VERSION 2

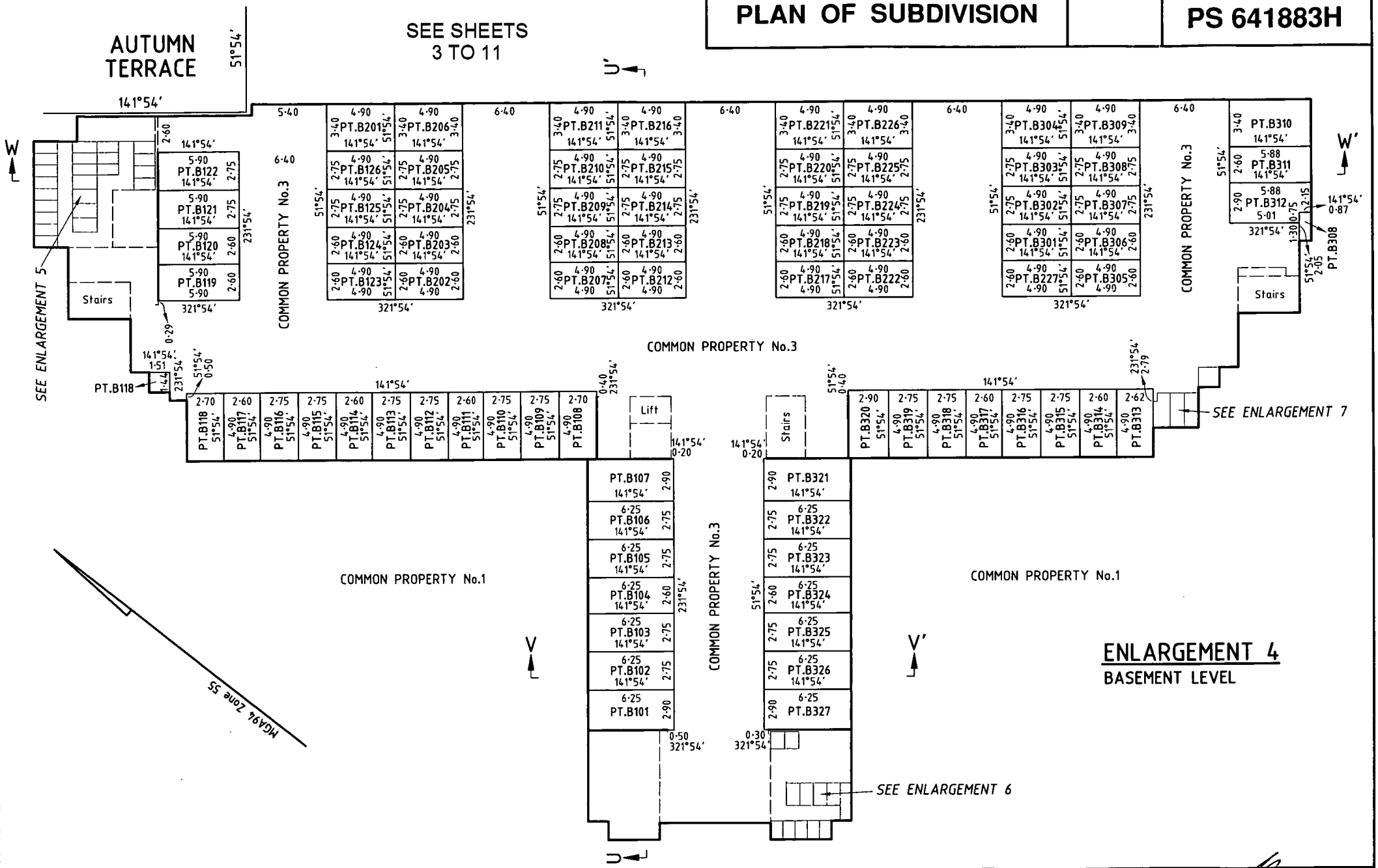
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DATE 23/8/2012
COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 641883H**




## ENLARGEMENT 4
BASEMENT LEVEL

**GOODISON & ASSOCIATES**
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

| ORIGINAL | |
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LICENSED SURVEYOR (PRINT) Bernard GOODISON
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REF 12881-2
VERSION 2

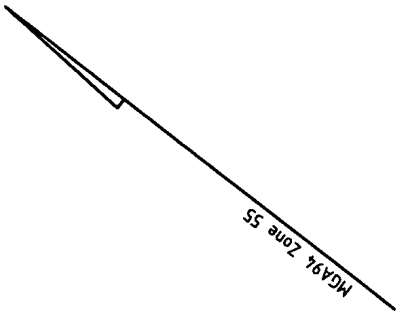
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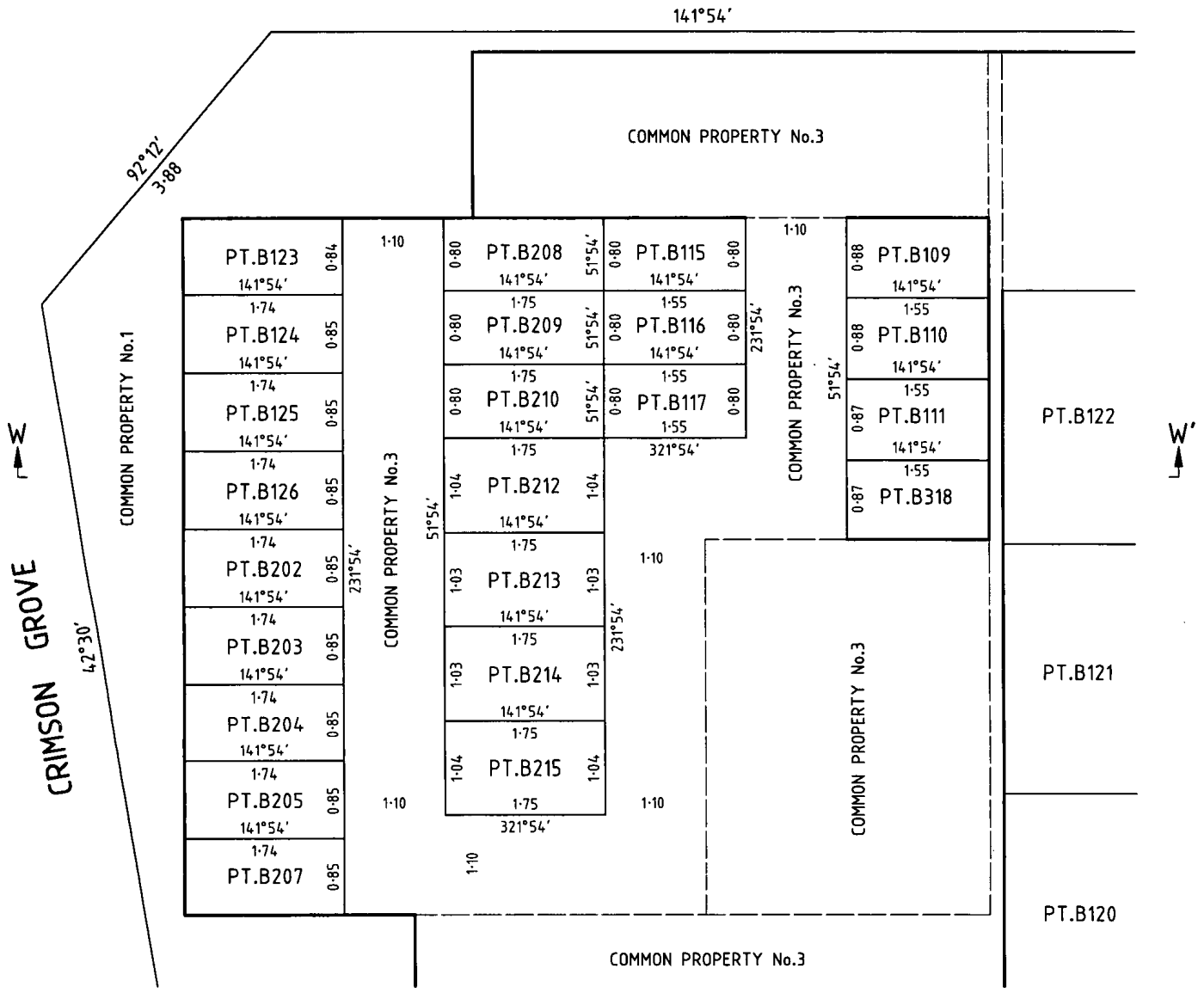
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# PLAN OF SUBDIVISION

| Stage No. | Plan Number |
|---|---|
| | PS 641883H |




## AUTUMN TERRACE




## ENLARGEMENT 5

BASEMENT LEVEL
SCALE 1:50

**GOODISON & ASSOCIATES**
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

| ORIGINAL SHEET SIZE | SCALE | SCALE |
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LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE B.Goodison DATE 4/7/12
REF 12881-2 VERSION 2

Sheet 14

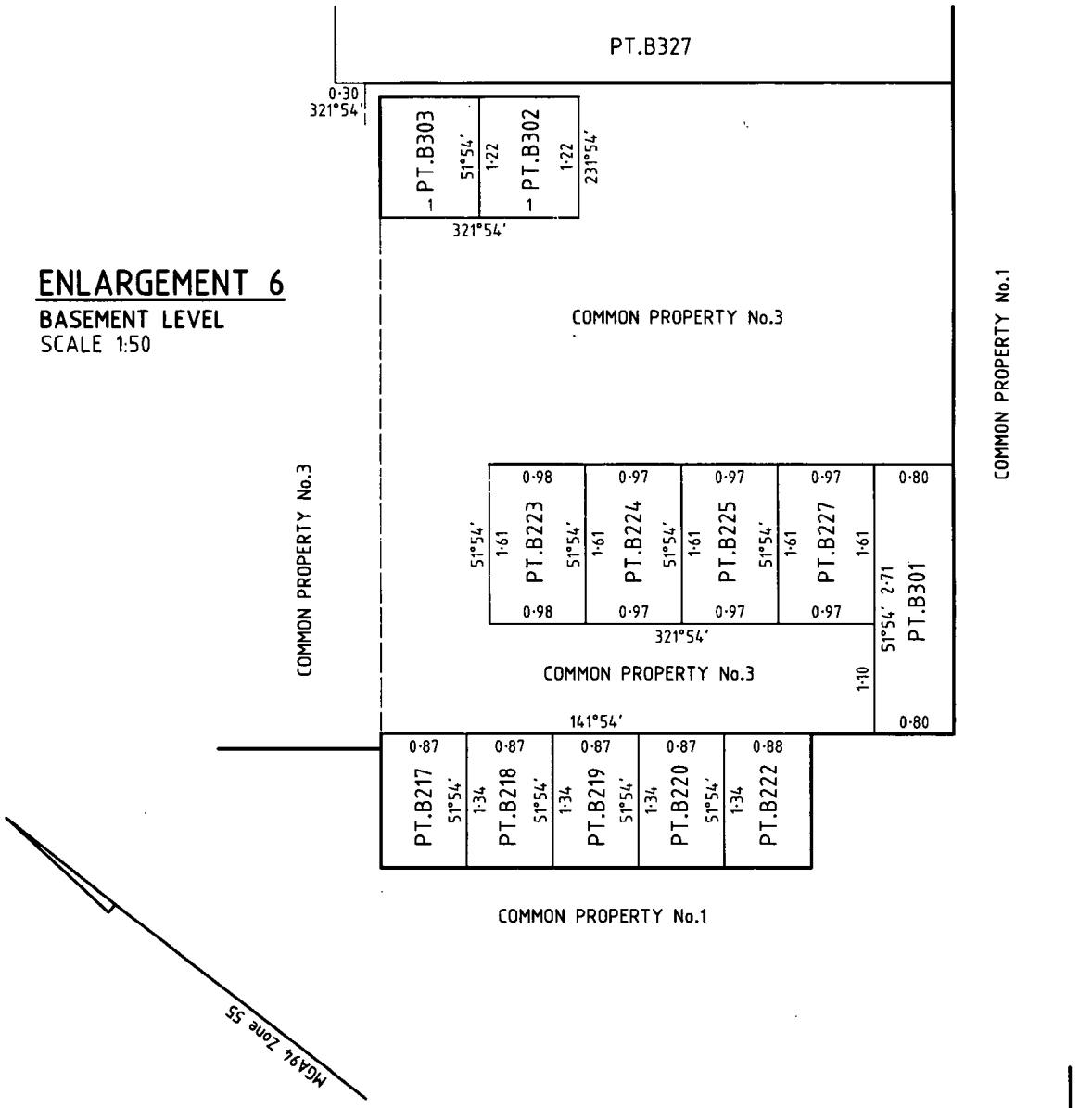
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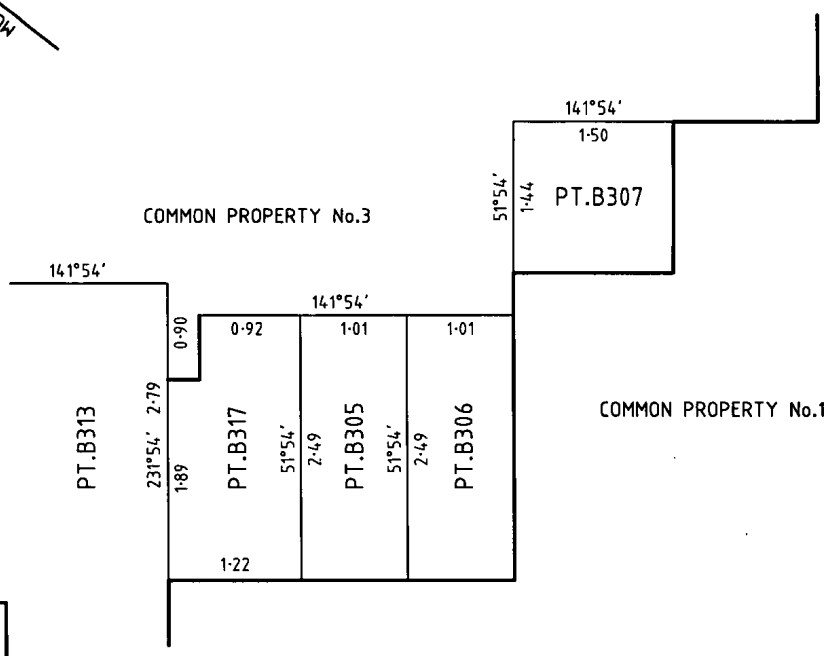
# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




## ENLARGEMENT 6
BASEMENT LEVEL
SCALE 1:50




## ENLARGEMENT 7
BASEMENT LEVEL
SCALE 1:50

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*LICENSED SURVEYORS*
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*E-mail: goodison@mira.net*

| ORIGINAL SHEET SIZE | SCALE | SCALE |
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LICENSED SURVEYOR (PRINT) Bernard GOODISON

SIGNATURE _____ DATE 4/7/12

REF 12881-2 VERSION 2

Sheet 15

DATE 23/8/2012
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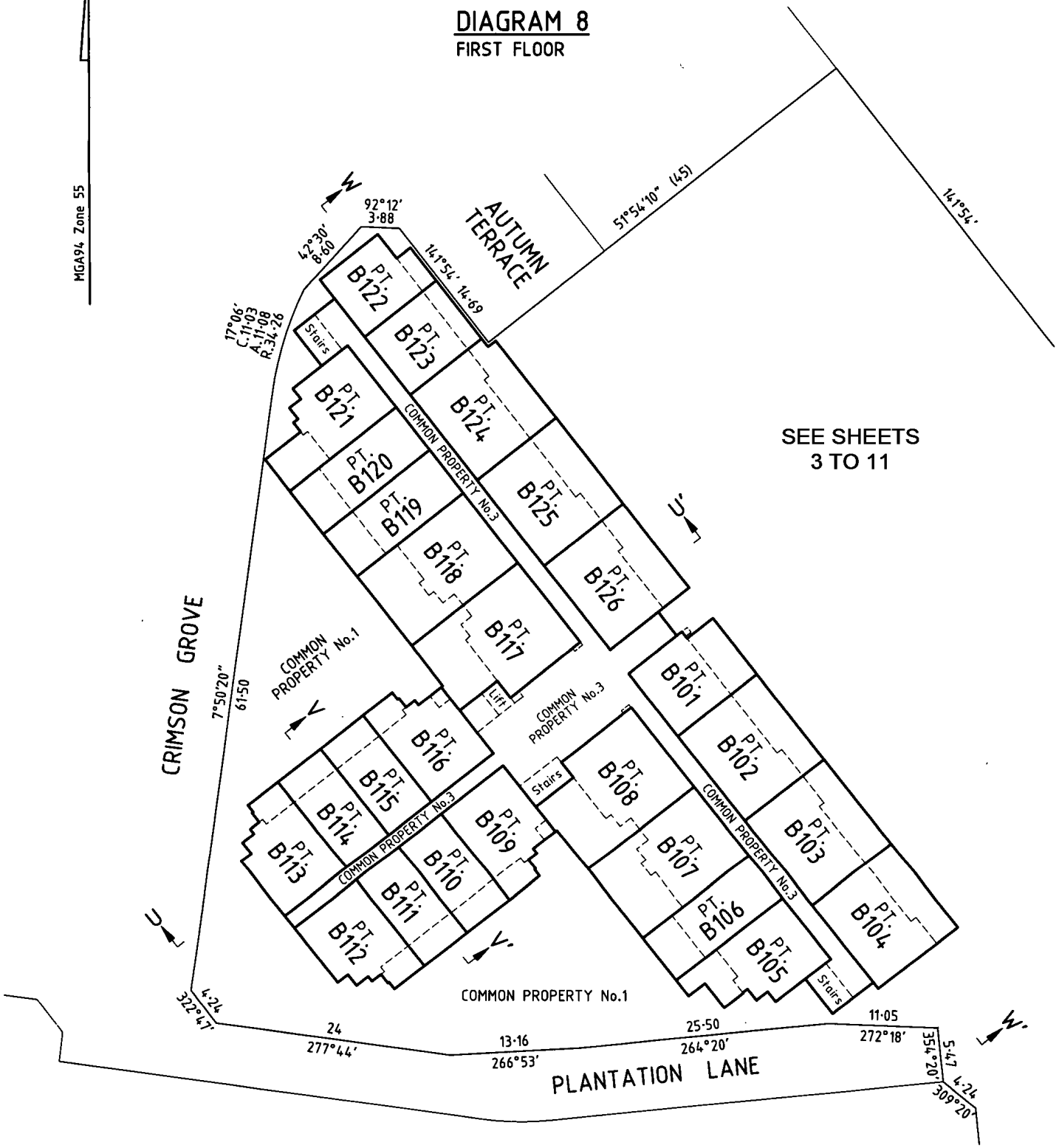
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# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**

## DIAGRAM 8
FIRST FLOOR




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LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
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| ORIGINAL SHEET SIZE | SCALE |
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE B.Goodison
DATE 4/7/12
REF 12881-2
VERSION 2

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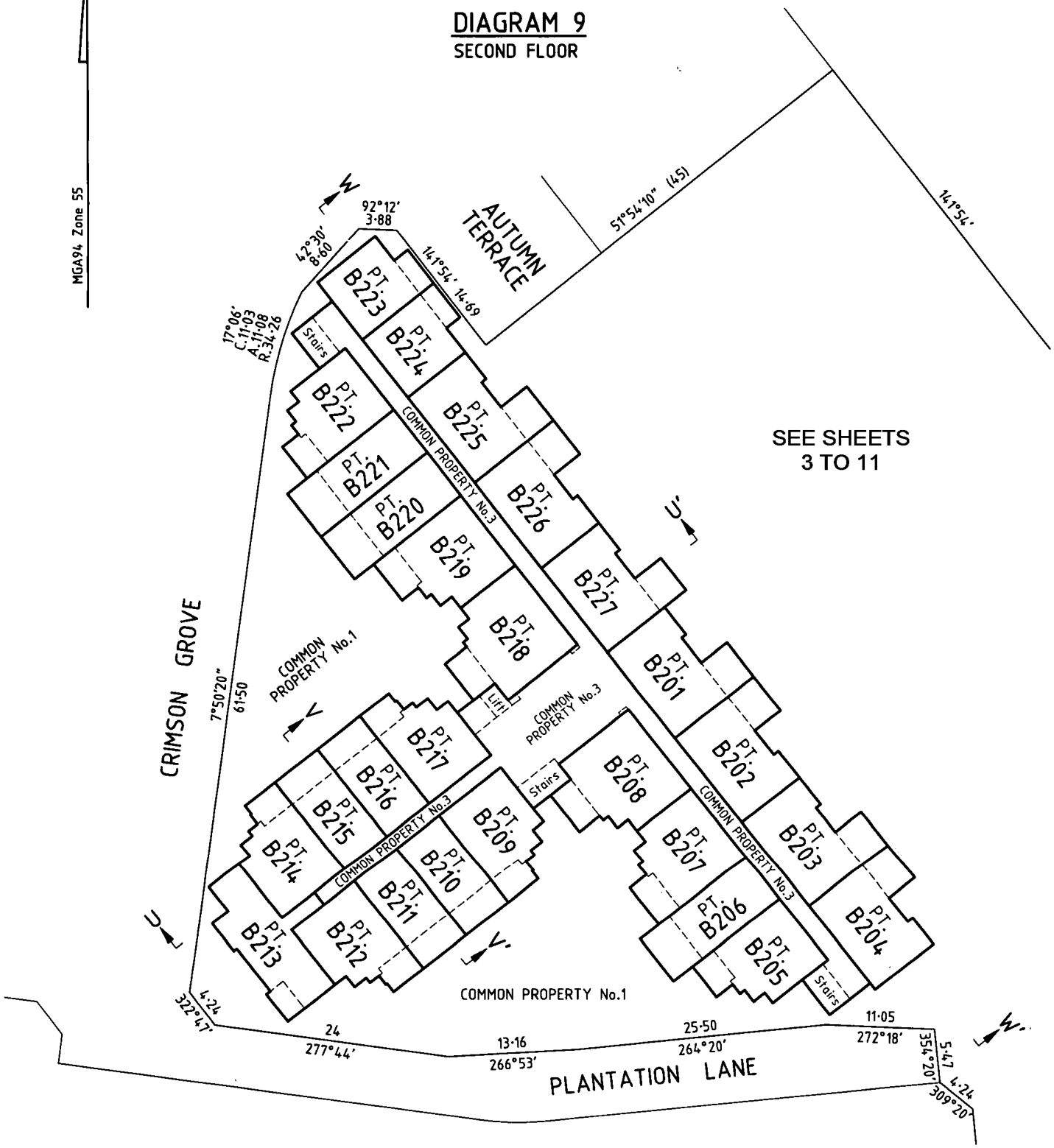
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# PLAN OF SUBDIVISION

| Stage No. | Plan Number |
|---|---|
| | PS 641883H |

MGA94 Zone 55

## DIAGRAM 9
SECOND FLOOR




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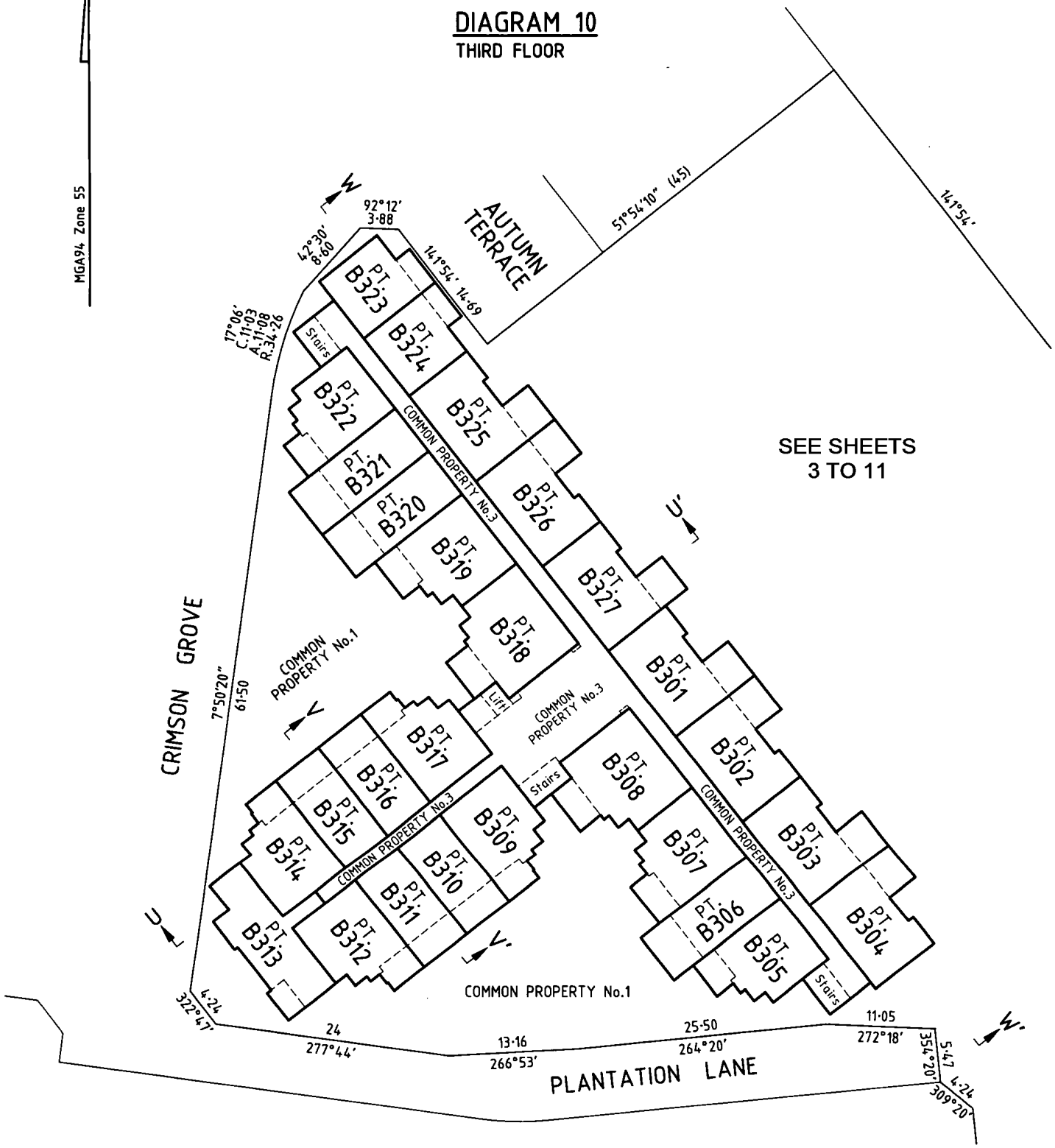
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# PLAN OF SUBDIVISION

| Stage No. | Plan Number |
|---|---|
| | PS 641883H |

MGA94 Zone 55

## DIAGRAM 10
THIRD FLOOR




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LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
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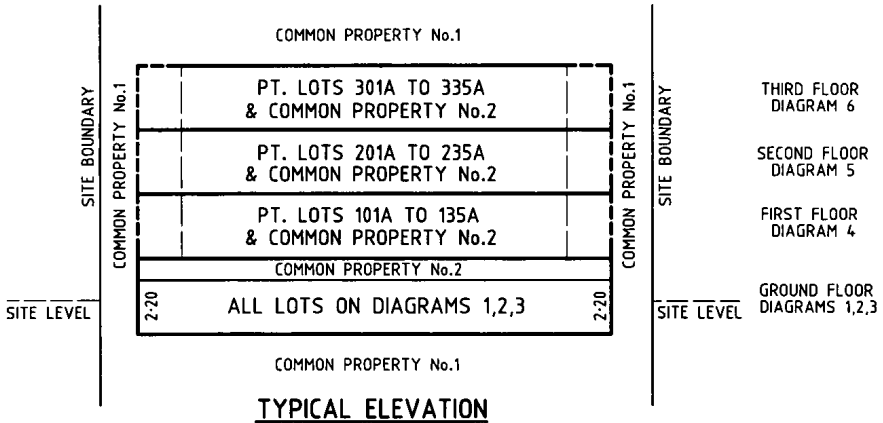
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# PLAN OF SUBDIVISION

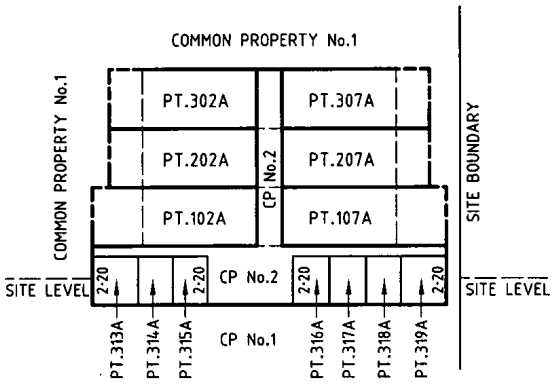
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Plan Number
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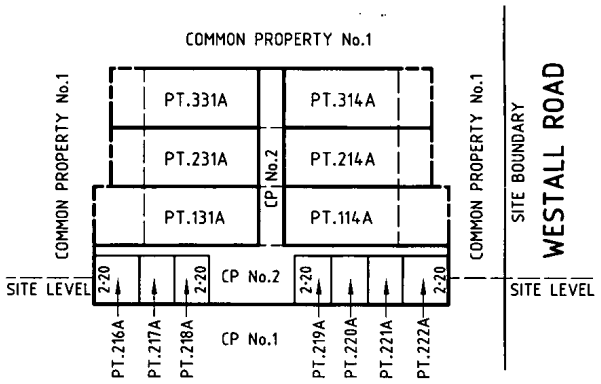

## TYPICAL ELEVATION

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UNLESS OTHERWISE SHOWN
NOT TO SCALE



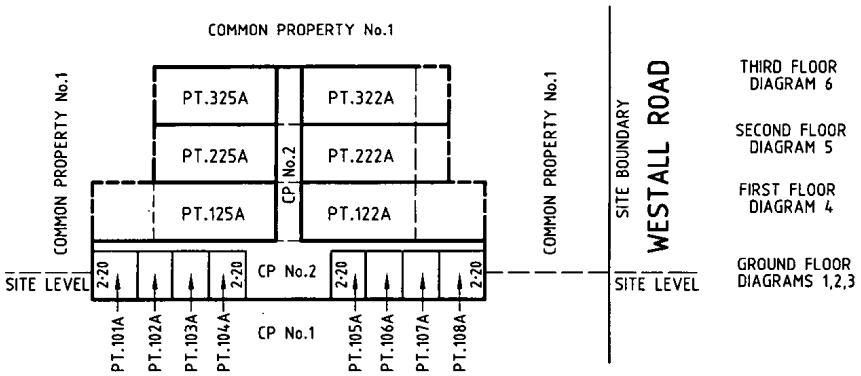

## CROSS SECTION X-X'

NOT TO SCALE




## CROSS SECTION Y-Y'

NOT TO SCALE




## CROSS SECTION Z-Z'

NOT TO SCALE

**GOODISON & ASSOCIATES**
*LICENSED SURVEYORS*
*LEVEL 1 424 BRIDGE ROAD RICHMOND 3121*
*TEL: 9428-1818 FAX: 9428-0015*
*E-mail: goodison@mira.net*

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LICENSED SURVEYOR (PRINT) Bernard GOODISON

SIGNATURE B Goodison DATE 17/4/12

REF 12881-1 VERSION 3

Sheet 19

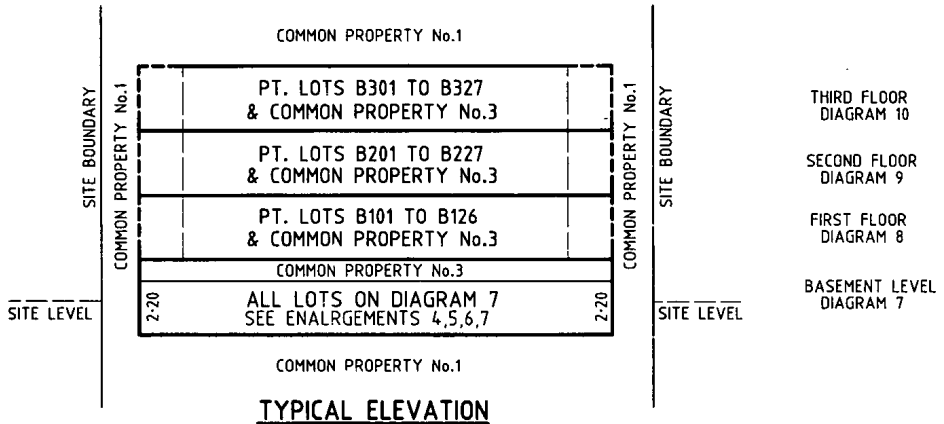
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# PLAN OF SUBDIVISION

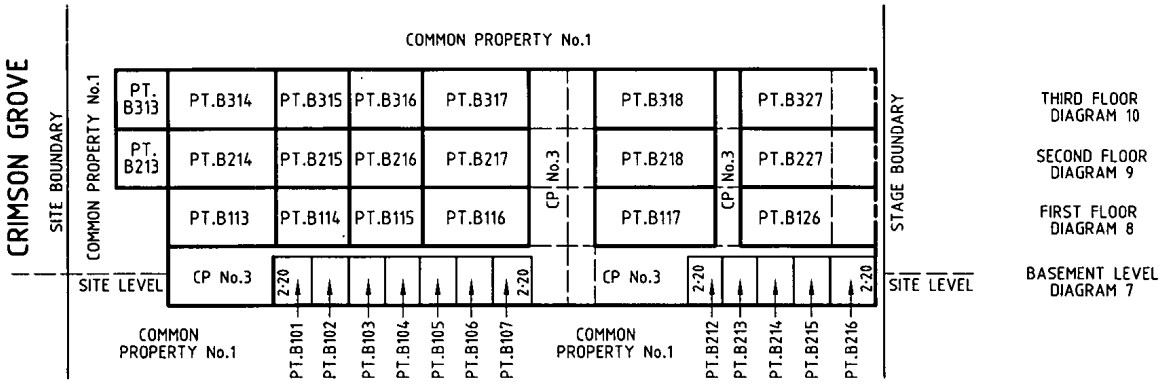
Stage No.

Plan Number
**PS 641883H**



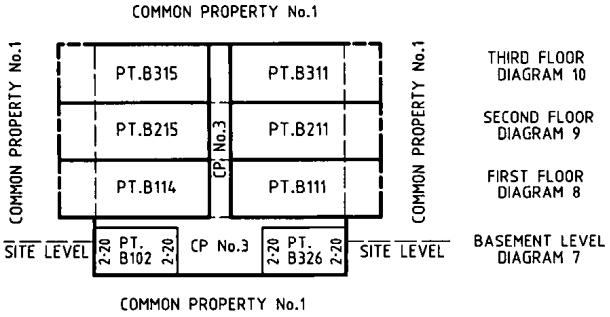

## TYPICAL ELEVATION

LOTS B101 TO B126, B201 TO B227, B301 TO B327
UNLESS OTHERWISE SHOWN
NOT TO SCALE




## CROSS SECTION U-U'

NOT TO SCALE




## CROSS SECTION V-V'

NOT TO SCALE

**GOODISON & ASSOCIATES**
*LICENSED SURVEYORS*
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

| ORIGINAL SHEET SIZE | SCALE | SCALE |
|---|---|---|
| A3 | | LENGTHS ARE IN METRES |

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE
DATE 4/7/12
REF 12881-2
VERSION 2

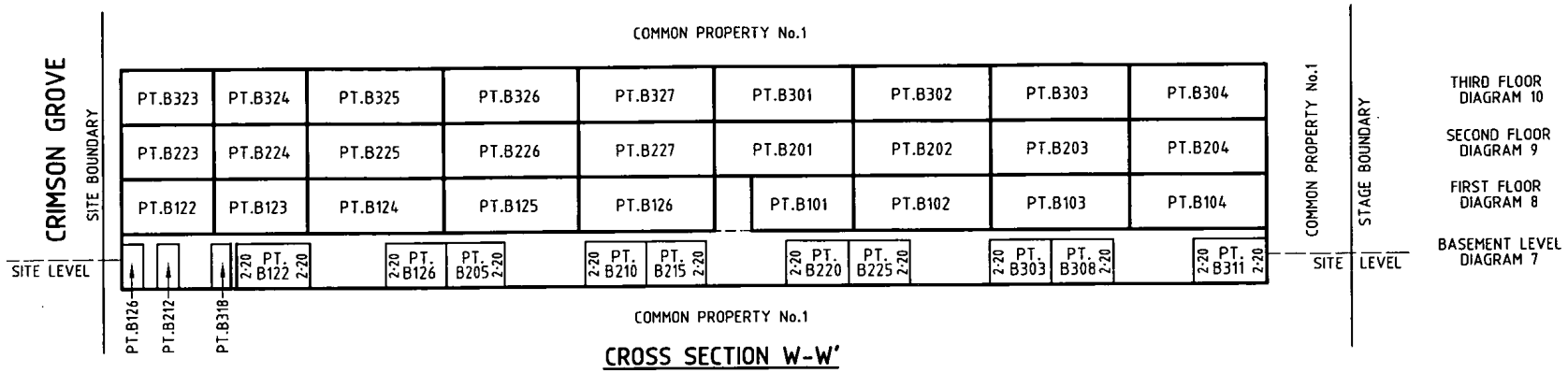
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DATE 23/8/2012
COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No.

Plan Number
**PS 641883H**




CROSS SECTION W-W'
NOT TO SCALE


**GOODISON & ASSOCIATES**
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net


ORIGINAL SHEET SIZE A3 | SCALE

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE
DATE 4/7/12
REF 12881-2
VERSION 2

Sheet 21

DATE 23/8/2012
COUNCIL DELEGATE SIGNATURE

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# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 7/6/12 TIME 1.55PM

**PLAN NUMBER**

**PS641883H**

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

| AFFECTED LAND/PARCEL | LAND/PARCEL IDENTIFIER CREATED | MODIFICATION | DEALING NUMBER | DATE | EDITION NUMBER | ASSISTANT REGISTRAR OF TITLES |
|---|---|---|---|---|---|---|
| LOT S2 | LOTS B101 TO B126, B201 TO B227, B301 TO B327, COMMON PROPERTY NO.3 AND ADDITIONAL COMMON PROPERTY NO.1 | STAGE PLAN | PS641883H/S2 | 5/9/12 | 2 | ARC |
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| Document Assembled | **07/03/2023 15:24** |

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**Form 13**

OFFICE OF TITLES R.W.E. VICTORIA

Section 181

# APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

***Planning and Environment Act* 1987**

**AD316810E**
17/12/2004 $90 173

Lodged at the Land Titles Office by:

**Name:** Maddocks
**Phone:** 9288 0555
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne
**Ref:** TGM:LGC:5096127 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register for the land.

Land: Volume 10033 Folio 249

Authority: Kingston City Council of PO Box 1000, Mentone, Victoria 3194

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: MR. ROB SKINNER

Office held: CHIEF EXECUTIVE OFFICER - CITY OF KINGSTON

Date: 2 DECEMBER 2004

[5096127/TGM/M0362058:1]

17/12/04

DAD316810E-1-3

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Date 2 / 12/2004




# Section 173 Agreement

**Subject Land:** **61-111 Rosebank Avenue, Clayton South**

**Kingston City Council**

and

**Austcorp Project No. 5 Pty Ltd ACN 104 432 724**



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17/12/2004 $90 173

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# Section 173 Agreement

**DATED** 2 / 12 /2004

**BETWEEN**

**KINGSTON CITY COUNCIL**
of P.O. Box 1000, Mentone, Victoria 3194




**(Council)**

**AND**

**AUSTCORP PROJECT NO. 5 PTY LTD ACN 104 432 724**
of Level 10, Building B, 207 Pacific Highway, St Leonards, NSW 2065

**(Owner)**

## RECITALS

A. The Owner has entered into a contract to purchase the subject land and on completion of the contract, will be entitled to be registered as the proprietor of the subject land. The Council is entering into this Agreement with the Owner in anticipation of the Owner becoming the owner of the subject land pursuant to s173(3) of the Act.

B. The Council is the Responsible Authority pursuant to the Act for the Scheme.

C. The subject land is affected by DPO4, which provides amongst other things that:

"Before a permit is granted to use or develop (including subdivide) the land, the owner must enter into an agreement with the responsible authority pursuant to section 173 of the Act to provide for:

- Arrangements with respect to the transfer of land to be reserved as public open space or the ongoing maintenance by a body corporate.
- Completion of works, as agreed between the parties, required beyond the boundaries of the site as a result of the development of the land."

D. The parties have agreed that in order to secure the Owner's compliance with DPO4, the parties will enter into the terms of this Agreement.

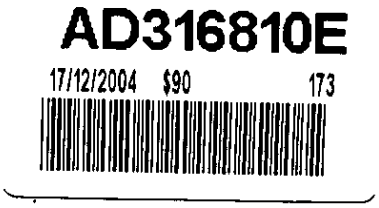
E. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

## THE PARTIES AGREE

### 1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

**Act** means the Planning and Environment Act 1987.



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DAD316810E-5-6

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**approved** means approved by the Council.

**business day** means Monday to Friday excluding public holidays in Victoria.

**complete** in respect of any works or any part of any works means the completion of those works or the specified part of those works in accordance with plans and specifications approved by the Council to the satisfaction of the Council.

**development** includes subdivision.

**DPO4** means Schedule 4 to the Development Plan Overlay for the Scheme.

**Owner** means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.

**planning approval** means and includes any planning permit issued in accordance with the Act.

**Road Reserve** means that part of the road reserve for Rosebank Avenue that runs the length of the subject land.

**Scheme** means the Kingston Planning Scheme.

**subject land** means the land located at 61-111 Rosebank Avenue, Clayton South being the whole of the land in Certificate of Title Volume 10033 Folio 249 or any part of that land.

**Termination Date** means the date upon which this Agreement ends in accordance with Section 177 of the Act, namely on the date upon which the Council reasonably notifies the Owner that the Owner has fully complied with its obligations as specified in this Agreement or that the Council no longer requires the Owner to comply with its obligations as specified in this Agreement.

**works** means required to be performed pursuant to the terms of this Agreement.

AD316810E 173 17/12/2004 $90

## 2. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

## 3. EFFECT OF AGREEMENT

3.1 This Agreement is effective from the date of this Agreement.

3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject land for the specified purposes and which are intended to achieve or advance the objectives of the Scheme.

3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the

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registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

## 4. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme;

4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

## 5. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

5.2 execute a deed agreeing to be bound by this Agreement.

## 6. COVENANTS OF OWNER

### 6.1 Owner's Covenants

The Owner covenants that:

DAD316810E-6-4

**Public Open Space**

6.1.1 when it prepares a plan of subdivision of the subject land, it will ensure that the plan of subdivision identifies parcels of land in locations generally in accordance with the plan annexed in the Schedule or if the parties agree at locations otherwise agreed by the parties as being reserves to be vested in the Council as public open space (**open space reserves**);

6.1.2 the open space reserves will comprise an aggregate area that will be no less than 3,652 square metres, being 5% of the area of the subject land;

6.1.3 it will improve the open space reserves in accordance with landscape plans first approved by Council and then will maintain the open space reserves for a period of three months from the date that the open space reserves are improved or vested in Council whichever is the later;

**Re-landscaping**

6.1.4 it will organise and pay for the re-landscaping of both sides of the Road Reserve to the satisfaction of the Council, which will include planting the

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17/12/2004 $90 173

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DAD316810E-7-2



Road Reserve with advanced tree stock of at least a calliper of 40mm diameter but which, for the avoidance of doubt, will not include any works in respect of street furniture, paving, street lights, signage or similar hard landscaping elements;

6.1.5 it will maintain the Road Reserve for either (at the Owner's election):

(a) three (3) months after the issue of a Statement of Compliance in respect of the Road Reserve; or

(b) where the Owner is responsible for constructing a dwelling abutting the Road Reserve, 30 days after the issue of a Certificate of Occupancy (under the Building Act 1993) for that dwelling;

**Works outside the subject land**

6.1.6 it will organise, construct, pay for and then maintain for a period of two years from the issue of a Statement of Compliance:

(a) a section of pedestrian path in the Oakes Avenue road reserve that will provide a connection between the subject land and the existing truncated path in Oakes Avenue; and

(c) galvanised mesh, which is to be erected on any wall located on the boundary of the railway reserve planted with evergreen creepers.

## 6.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

## 6.3 Compliance

The Owner covenants to:

6.3.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;

6.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and

6.3.3 take all necessary steps to comply with the obligations of each clause in this Agreement;

## 6.4 Registration

The Owner covenants to:

6.4.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and

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17/12/2004 $90 173

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6.4.2 do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

### 6.5 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

### 6.6 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council:

6.6.1 the Council's reasonable costs and expenses incidental to the preparation, review and enforcement of this Agreement; and

6.6.2 the reasonable costs and expenses incurred by Council as part of the legal transfer of the public open space reserves in 6.1 and the roads included in the development.

### 6.7 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

### 6.8 Non-Compliance

If the Owner has not complied with this Agreement within 14 days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

6.8.1 to allow the Council its officers, employees, contractors or agents to enter the subject land and rectify the non-compliance;

6.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance which (until paid) are and remain a charge on the subject land;

6.8.3 upon the request of the Council, to execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement and acknowledges that any breach of this Agreement is deemed to be a default under the mortgage;

6.8.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act* 1983 on all moneys outstanding under this Agreement until they are paid in full;

and the Owner agrees:

6.8.5 to accept a certificate signed by the Chief Executive of the Council (or nominee of the Chief Executive) as prima facie proof of the costs and

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expenses incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

6.8.6 that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Council and then applied in repayment of the principal sum.

### 6.9 Standard of Works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

### 6.10 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement.

### 6.11 Council's Covenants

Council acknowledges and agrees that the open space reserves vested in it satisfy the Owner's requirements for the provision of public open space contained in section 18 of the Subdivision Act 1988 (Vic).

## 7. POWER OF ATTORNEY

7.1 The Owner appoints the Council and any persons deriving title under the Council, as the attorney of the Owner for the purposes of carrying out the Owner's obligations under this Agreement if the Owner fails to do so.

7.2 The Council may not execute any documents under this power of attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 14 days after the date of service by Council of a notice specifying such non-compliance.

## 8. GENERAL

### 8.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

### 8.2 No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

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17/12/2004 $90 173

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DAD316810E-10-6



### 8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

### 8.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

## 9. ENDING OF AGREEMENT

9.1 This Agreement ends on the Termination Date.

9.2 As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

## 10. NOTICES

### 10.1 Service of Notice

A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

10.1.1 personally on the party; or

10.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or

10.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

### 10.2 Time of Service

A notice or other communication is deemed served:

10.2.1 if served personally, upon service;

10.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;

10.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or

10.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

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## 11. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

11.1 undefined terms or words have the meanings given in the Act or the Scheme;

11.2 the singular includes the plural and the plural includes the singular;

11.3 a reference to a gender includes a reference to the other genders;

11.4 a reference to a person includes a reference to a firm, corporation or other corporate body;

11.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;

11.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

11.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

11.8 where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

11.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;

11.10 the Recitals to this Agreement form part of this Agreement.

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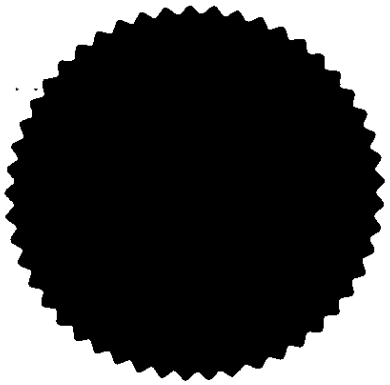


**EXECUTED** by the parties

The **COMMON SEAL** of the **KINGSTON CITY COUNCIL** was hereto affixed on the
with the authority of Council

.....
Councillor

.....
Chief Executive



**THE COMMON SEAL** of **AUSTCORP PROJECT NO. 5 PTY LTD ACN 104 432 724** was affixed in the presence of authorised persons:

..... Director

ZOHAR YAN KAI HUNG Zealand ..... Full name

13 AUSTIN GROVE, NSW 2017 ..... Usual address

..... Director (or Company Secretary)

GEORGES TAN ..... Full name

65 SKILLEMAN STREET, ST. 1065 NSW 2075 ..... Usual address






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# CONSENT TO SECTION 173 AGREEMENT

**ING BANK (AUSTRALIA) LIMITED ABN 32 000 893 292** being the Mortgagee in Mortgage Number AD274474X in respect of the property described in Certificate of Title Volume 10033 Folio 249 and known as 61-111 Rosebank Avenue, Clayton, Victoria **HEREBY CONSENTS** to the registration of the Section 173 Agreement between Kingston City Council and Austcorp Project No. 5 Pty Ltd.

DATED: 13 DECEMBER 2004

**EXECUTED** by of **ING BANK (AUSTRALIA) LIMITED ACN 000 893 292** by the persons who are authorised to sign for the company

DAD316810E-13-7

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary (Block Letters)

Name of Director (Block Letters)

Address of Director/Secretary (Block Letters)

Address of Secretary (Block Letters)

AD316810E
17/12/2004 $90 173

VIC

EXECUTED in New South Wales by ING BANK (AUSTRALIA) LIMITED A.B.N 24 000 893 292 by being signed sealed and delivered by its attorneys

Securities Officer
MARK LAURENCE LEE

pursuant to Power of Attorney dated 1st December 2002 (a certified copy of which is filed in the Permanent Order Book 277 at page 019 item 18 in the presence of:

Eric Ursino

140 SUSSEX ST
SYDNEY NSW 2000

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**SCHEDULE**
**PLAN**




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AD316810E
17/12/2004 $90
173

Westall Secondary College

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Site Trees to be removed - Native species
Refer to Tree Retention and Removal plan

Trees Outside Title Boundary

Easement Area

Road Reserves

DAD316810E-16-8

Open Space Zones

Residential Zones

Title Boundary Line

Note:
Opportunities for landscape improvements
off-site may be undertaken in association with
existing landowners and relevant authorities.
They are not necessarily the responsibility of Austcorp Group Ltd.

**Permit number KP409/04**
**Condition 2.**
Prior to the removal of native vegetation from the site
hereby approved by this permit, the concept landscape masterplan
required under Schedule 4 of the Design & Development Overlay
of the Kingston Planning Scheme must be endorsed to provide for:

a) The planting of a minimum of eighty (80) native trees throughout the site to replace those trees that will be removed with at least 50% of these trees to be indigenous, and
b) Additional planting to comprise a mix of 50% indigenous / native and 50% exotic species

AD316810E
17/12/2004 $90 173

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

The land in PS641883H is affected by 3 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Properties 1 - 3, Lots 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 114A, 115A, 116A, 117A, 118A, 119A, 120A, 121A, 122A, 123A, 124A, 125A, 126A, 127A, 128A, 129A, 130A, 131A, 132A, 133A, 134A, 135A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 211A, 212A, 213A, 214A, 215A, 216A, 217A, 218A, 219A, 220A, 221A, 222A, 223A, 224A, 225A, 226A, 227A, 228A, 229A, 230A, 231A, 232A, 233A, 234A, 235A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 313A, 314A, 315A, 316A, 317A, 318A, 319A, 320A, 321A, 322A, 323A, 324A, 325A, 326A, 327A, 328A, 329A, 330A, 331A, 332A, 333A, 334A, 335A, B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116, B117, B118, B119, B120, B121, B122, B123, B124, B125, B126, B201, B202, B203, B204, B205, B206, B207, B208, B209, B210, B211, B212, B213, B214, B215, B216, B217, B218, B219, B220, B221, B222, B223, B224, B225, B226, B227, B301, B302, B303, B304, B305, B306, B307, B308, B309, B310, B311, B312, B313, B314, B315, B316, B317, B318, B319, B320, B321, B322, B323, B324, B325, B326, B327.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

ACE BODY CORPORATE MANAGEMENT 106 NEPEAN HIGHWAY MENTONE VIC 3194

OC014624G 07/06/2012

**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. OC014626C 07/06/2012

**Additional Owners Corporation Information:**

OC014624G 07/06/2012

**Notations:**

NIL

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property 1 | 0 | 0 |
| Common Property 2 | 0 | 0 |



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: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property 3 | 0 | 0 |
| Lot 101A | 70 | 70 |
| Lot 102A | 70 | 70 |
| Lot 103A | 102 | 102 |
| Lot 104A | 104 | 104 |
| Lot 105A | 137 | 137 |
| Lot 106A | 70 | 70 |
| Lot 107A | 70 | 70 |
| Lot 108A | 69 | 69 |
| Lot 109A | 71 | 71 |
| Lot 110A | 102 | 102 |
| Lot 111A | 102 | 102 |
| Lot 112A | 71 | 71 |
| Lot 113A | 102 | 102 |
| Lot 114A | 102 | 102 |
| Lot 115A | 102 | 102 |
| Lot 116A | 70 | 70 |
| Lot 117A | 121 | 121 |
| Lot 118A | 114 | 114 |
| Lot 119A | 114 | 114 |
| Lot 120A | 114 | 114 |
| Lot 121A | 114 | 114 |
| Lot 122A | 78 | 78 |
| Lot 123A | 115 | 115 |
| Lot 124A | 79 | 79 |
| Lot 125A | 115 | 115 |
| Lot 126A | 114 | 114 |
| Lot 127A | 114 | 114 |
| Lot 128A | 116 | 116 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 129A | 109 | 109 |
| Lot 130A | 103 | 103 |
| Lot 131A | 102 | 102 |
| Lot 132A | 102 | 102 |
| Lot 133A | 71 | 71 |
| Lot 134A | 102 | 102 |
| Lot 135A | 102 | 102 |
| Lot 201A | 60 | 60 |
| Lot 202A | 59 | 59 |
| Lot 203A | 82 | 82 |
| Lot 204A | 83 | 83 |
| Lot 205A | 83 | 83 |
| Lot 206A | 59 | 59 |
| Lot 207A | 59 | 59 |
| Lot 208A | 59 | 59 |
| Lot 209A | 71 | 71 |
| Lot 210A | 82 | 82 |
| Lot 211A | 82 | 82 |
| Lot 212A | 71 | 71 |
| Lot 213A | 82 | 82 |
| Lot 214A | 82 | 82 |
| Lot 215A | 82 | 82 |
| Lot 216A | 63 | 63 |
| Lot 217A | 80 | 80 |
| Lot 218A | 82 | 82 |
| Lot 219A | 82 | 82 |
| Lot 220A | 82 | 82 |
| Lot 221A | 82 | 82 |
| Lot 222A | 63 | 63 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 223A | 83 | 83 |
| Lot 224A | 67 | 67 |
| Lot 225A | 82 | 82 |
| Lot 226A | 82 | 82 |
| Lot 227A | 82 | 82 |
| Lot 228A | 82 | 82 |
| Lot 229A | 91 | 91 |
| Lot 230A | 82 | 82 |
| Lot 231A | 82 | 82 |
| Lot 232A | 82 | 82 |
| Lot 233A | 71 | 71 |
| Lot 234A | 82 | 82 |
| Lot 235A | 82 | 82 |
| Lot 301A | 60 | 60 |
| Lot 302A | 59 | 59 |
| Lot 303A | 82 | 82 |
| Lot 304A | 83 | 83 |
| Lot 305A | 83 | 83 |
| Lot 306A | 59 | 59 |
| Lot 307A | 59 | 59 |
| Lot 308A | 59 | 59 |
| Lot 309A | 71 | 71 |
| Lot 310A | 82 | 82 |
| Lot 311A | 82 | 82 |
| Lot 312A | 71 | 71 |
| Lot 313A | 82 | 82 |
| Lot 314A | 82 | 82 |
| Lot 315A | 82 | 82 |
| Lot 316A | 63 | 63 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 317A | 80 | 80 |
| Lot 318A | 82 | 82 |
| Lot 319A | 82 | 82 |
| Lot 320A | 82 | 82 |
| Lot 321A | 82 | 82 |
| Lot 322A | 63 | 63 |
| Lot 323A | 83 | 83 |
| Lot 324A | 67 | 67 |
| Lot 325A | 82 | 82 |
| Lot 326A | 82 | 82 |
| Lot 327A | 82 | 82 |
| Lot 328A | 82 | 82 |
| Lot 329A | 91 | 91 |
| Lot 330A | 82 | 82 |
| Lot 331A | 82 | 82 |
| Lot 332A | 82 | 82 |
| Lot 333A | 71 | 71 |
| Lot 334A | 82 | 82 |
| Lot 335A | 82 | 82 |
| Lot B101 | 85 | 85 |
| Lot B102 | 115 | 115 |
| Lot B103 | 115 | 115 |
| Lot B104 | 117 | 117 |
| Lot B105 | 91 | 91 |
| Lot B106 | 78 | 78 |
| Lot B107 | 125 | 125 |
| Lot B108 | 137 | 137 |
| Lot B109 | 86 | 86 |
| Lot B110 | 64 | 64 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

VICTORIA State Government

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot B111 | 64 | 64 |
| Lot B112 | 84 | 84 |
| Lot B113 | 84 | 84 |
| Lot B114 | 64 | 64 |
| Lot B115 | 64 | 64 |
| Lot B116 | 86 | 86 |
| Lot B117 | 136 | 136 |
| Lot B118 | 125 | 125 |
| Lot B119 | 78 | 78 |
| Lot B120 | 78 | 78 |
| Lot B121 | 93 | 93 |
| Lot B122 | 69 | 69 |
| Lot B123 | 72 | 72 |
| Lot B124 | 115 | 115 |
| Lot B125 | 115 | 115 |
| Lot B126 | 117 | 117 |
| Lot B201 | 93 | 93 |
| Lot B202 | 93 | 93 |
| Lot B203 | 93 | 93 |
| Lot B204 | 94 | 94 |
| Lot B205 | 83 | 83 |
| Lot B206 | 70 | 70 |
| Lot B207 | 93 | 93 |
| Lot B208 | 108 | 108 |
| Lot B209 | 84 | 84 |
| Lot B210 | 64 | 64 |
| Lot B211 | 64 | 64 |
| Lot B212 | 83 | 83 |
| Lot B213 | 92 | 92 |



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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot B214 | 83 | 83 |
| Lot B215 | 64 | 64 |
| Lot B216 | 64 | 64 |
| Lot B217 | 84 | 84 |
| Lot B218 | 108 | 108 |
| Lot B219 | 93 | 93 |
| Lot B220 | 69 | 69 |
| Lot B221 | 69 | 69 |
| Lot B222 | 83 | 83 |
| Lot B223 | 69 | 69 |
| Lot B224 | 68 | 68 |
| Lot B225 | 93 | 93 |
| Lot B226 | 93 | 93 |
| Lot B227 | 93 | 93 |
| Lot B301 | 93 | 93 |
| Lot B302 | 93 | 93 |
| Lot B303 | 93 | 93 |
| Lot B304 | 94 | 94 |
| Lot B305 | 83 | 83 |
| Lot B306 | 70 | 70 |
| Lot B307 | 93 | 93 |
| Lot B308 | 108 | 108 |
| Lot B309 | 84 | 84 |
| Lot B310 | 64 | 64 |
| Lot B311 | 64 | 64 |
| Lot B312 | 83 | 83 |
| Lot B313 | 92 | 92 |
| Lot B314 | 83 | 83 |
| Lot B315 | 64 | 64 |



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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:24 PM

**OWNERS CORPORATION 1**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot B316 | 64 | 64 |
| Lot B317 | 84 | 84 |
| Lot B318 | 108 | 108 |
| Lot B319 | 93 | 93 |
| Lot B320 | 69 | 69 |
| Lot B321 | 69 | 69 |
| Lot B322 | 83 | 83 |
| Lot B323 | 69 | 69 |
| Lot B324 | 68 | 68 |
| Lot B325 | 93 | 93 |
| Lot B326 | 93 | 93 |
| Lot B327 | 93 | 93 |
| **Total** | **15724.00** | **15724.00** |

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

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 07/03/2023 03:23:31 PM

**OWNERS CORPORATION 2**
**PLAN NO. PS641883H**

The land in PS641883H is affected by 3 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Property 2, Lots 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 114A, 115A, 116A, 117A, 118A, 119A, 120A, 121A, 122A, 123A, 124A, 125A, 126A, 127A, 128A, 129A, 130A, 131A, 132A, 133A, 134A, 135A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 211A, 212A, 213A, 214A, 215A, 216A, 217A, 218A, 219A, 220A, 221A, 222A, 223A, 224A, 225A, 226A, 227A, 228A, 229A, 230A, 231A, 232A, 233A, 234A, 235A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 313A, 314A, 315A, 316A, 317A, 318A, 319A, 320A, 321A, 322A, 323A, 324A, 325A, 326A, 327A, 328A, 329A, 330A, 331A, 332A, 333A, 334A, 335A.

**Limitations on Owners Corporation:**

Limited to Common Property

**Postal Address for Services of Notices:**

ACE BODY CORPORATE MANAGEMENT 106 NEPEAN HIGHWAY MENTONE VIC 3194

OC014625E 07/06/2012

**Owners Corporation Manager:**

NIL

**Rules:**

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

**Owners Corporation Rules:**

NIL

**Additional Owners Corporation Information:**

OC014625E 07/06/2012

**Notations:**

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property 2 | 0 | 0 |
| Lot 101A | 70 | 70 |
| Lot 102A | 70 | 70 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:31 PM

**OWNERS CORPORATION 2**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 103A | 102 | 102 |
| Lot 104A | 104 | 104 |
| Lot 105A | 137 | 137 |
| Lot 106A | 70 | 70 |
| Lot 107A | 70 | 70 |
| Lot 108A | 69 | 69 |
| Lot 109A | 71 | 71 |
| Lot 110A | 102 | 102 |
| Lot 111A | 102 | 102 |
| Lot 112A | 71 | 71 |
| Lot 113A | 102 | 102 |
| Lot 114A | 102 | 102 |
| Lot 115A | 102 | 102 |
| Lot 116A | 70 | 70 |
| Lot 117A | 121 | 121 |
| Lot 118A | 114 | 114 |
| Lot 119A | 114 | 114 |
| Lot 120A | 114 | 114 |
| Lot 121A | 114 | 114 |
| Lot 122A | 78 | 78 |
| Lot 123A | 115 | 115 |
| Lot 124A | 79 | 79 |
| Lot 125A | 115 | 115 |
| Lot 126A | 114 | 114 |
| Lot 127A | 114 | 114 |
| Lot 128A | 116 | 116 |
| Lot 129A | 109 | 109 |
| Lot 130A | 103 | 103 |
| Lot 131A | 102 | 102 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 132A | 102 | 102 |
| Lot 133A | 71 | 71 |
| Lot 134A | 102 | 102 |
| Lot 135A | 102 | 102 |
| Lot 201A | 60 | 60 |
| Lot 202A | 59 | 59 |
| Lot 203A | 82 | 82 |
| Lot 204A | 83 | 83 |
| Lot 205A | 83 | 83 |
| Lot 206A | 59 | 59 |
| Lot 207A | 59 | 59 |
| Lot 208A | 59 | 59 |
| Lot 209A | 71 | 71 |
| Lot 210A | 82 | 82 |
| Lot 211A | 82 | 82 |
| Lot 212A | 71 | 71 |
| Lot 213A | 82 | 82 |
| Lot 214A | 82 | 82 |
| Lot 215A | 82 | 82 |
| Lot 216A | 63 | 63 |
| Lot 217A | 80 | 80 |
| Lot 218A | 82 | 82 |
| Lot 219A | 82 | 82 |
| Lot 220A | 82 | 82 |
| Lot 221A | 82 | 82 |
| Lot 222A | 63 | 63 |
| Lot 223A | 83 | 83 |
| Lot 224A | 67 | 67 |
| Lot 225A | 82 | 82 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:31 PM

**OWNERS CORPORATION 2**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 226A | 82 | 82 |
| Lot 227A | 82 | 82 |
| Lot 228A | 82 | 82 |
| Lot 229A | 91 | 91 |
| Lot 230A | 82 | 82 |
| Lot 231A | 82 | 82 |
| Lot 232A | 82 | 82 |
| Lot 233A | 71 | 71 |
| Lot 234A | 82 | 82 |
| Lot 235A | 82 | 82 |
| Lot 301A | 60 | 60 |
| Lot 302A | 59 | 59 |
| Lot 303A | 82 | 82 |
| Lot 304A | 83 | 83 |
| Lot 305A | 83 | 83 |
| Lot 306A | 59 | 59 |
| Lot 307A | 59 | 59 |
| Lot 308A | 59 | 59 |
| Lot 309A | 71 | 71 |
| Lot 310A | 82 | 82 |
| Lot 311A | 82 | 82 |
| Lot 312A | 71 | 71 |
| Lot 313A | 82 | 82 |
| Lot 314A | 82 | 82 |
| Lot 315A | 82 | 82 |
| Lot 316A | 63 | 63 |
| Lot 317A | 80 | 80 |
| Lot 318A | 82 | 82 |
| Lot 319A | 82 | 82 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/03/2023 03:23:31 PM

**OWNERS CORPORATION 2**
**PLAN NO. PS641883H**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 320A | 82 | 82 |
| Lot 321A | 82 | 82 |
| Lot 322A | 63 | 63 |
| Lot 323A | 83 | 83 |
| Lot 324A | 67 | 67 |
| Lot 325A | 82 | 82 |
| Lot 326A | 82 | 82 |
| Lot 327A | 82 | 82 |
| Lot 328A | 82 | 82 |
| Lot 329A | 91 | 91 |
| Lot 330A | 82 | 82 |
| Lot 331A | 82 | 82 |
| Lot 332A | 82 | 82 |
| Lot 333A | 71 | 71 |
| Lot 334A | 82 | 82 |
| Lot 335A | 82 | 82 |
| **Total** | **8773.00** | **8773.00** |

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

Statement End.



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

# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 07 March 2023 03:25 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **207/59 AUTUMN TERRACE CLAYTON SOUTH 3169** |
| Lot and Plan Number: | **Lot 207A PS641883** |
| Standard Parcel Identifier (SPI): | **207A\PS641883** |
| Local Government Area (Council): | **KINGSTON** www.kingston.vic.gov.au |
| Council Property Number: | **516106** |
| Planning Scheme: | **Kingston** Planning Scheme - Kingston |
| Directory Reference: | **Melway 79 G6** |

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **UNITED ENERGY** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **CLARINDA** |

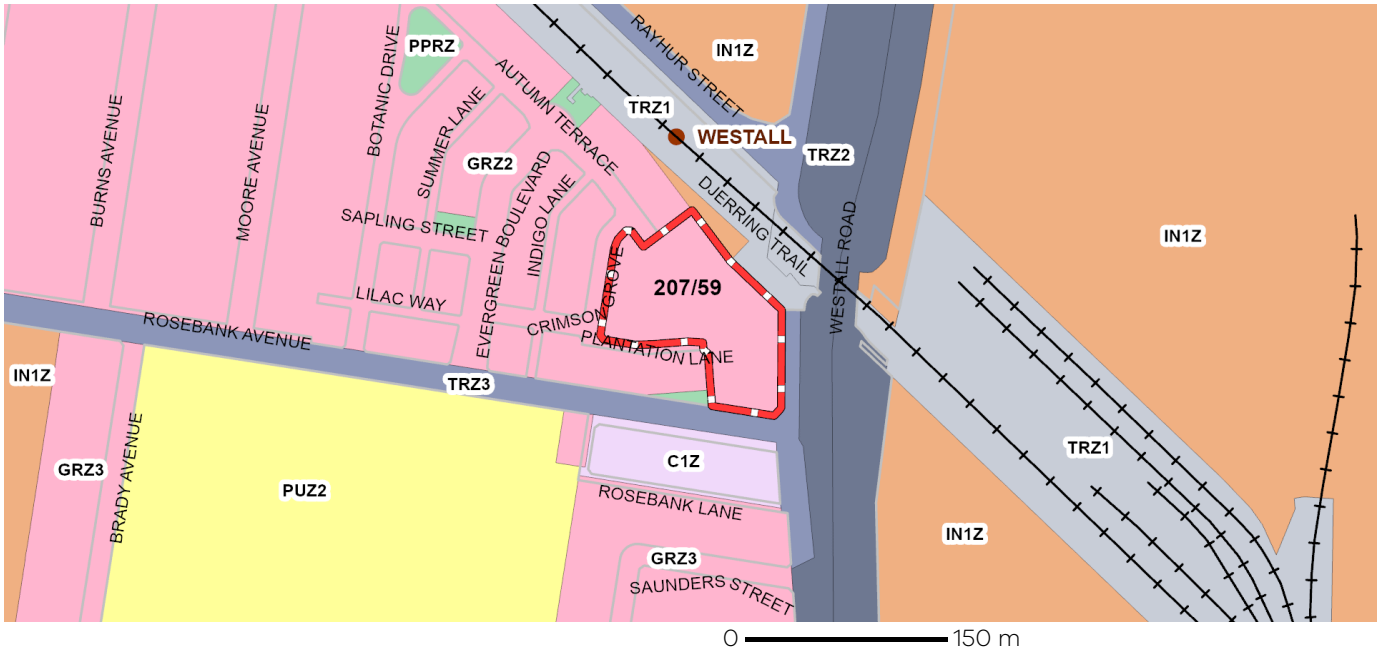
## OTHER

| | |
|---|---|
| Registered Aboriginal Party: | **Bunurong Land Council Aboriginal Corporation** |

View location in VicPlan

## Planning Zones

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




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).

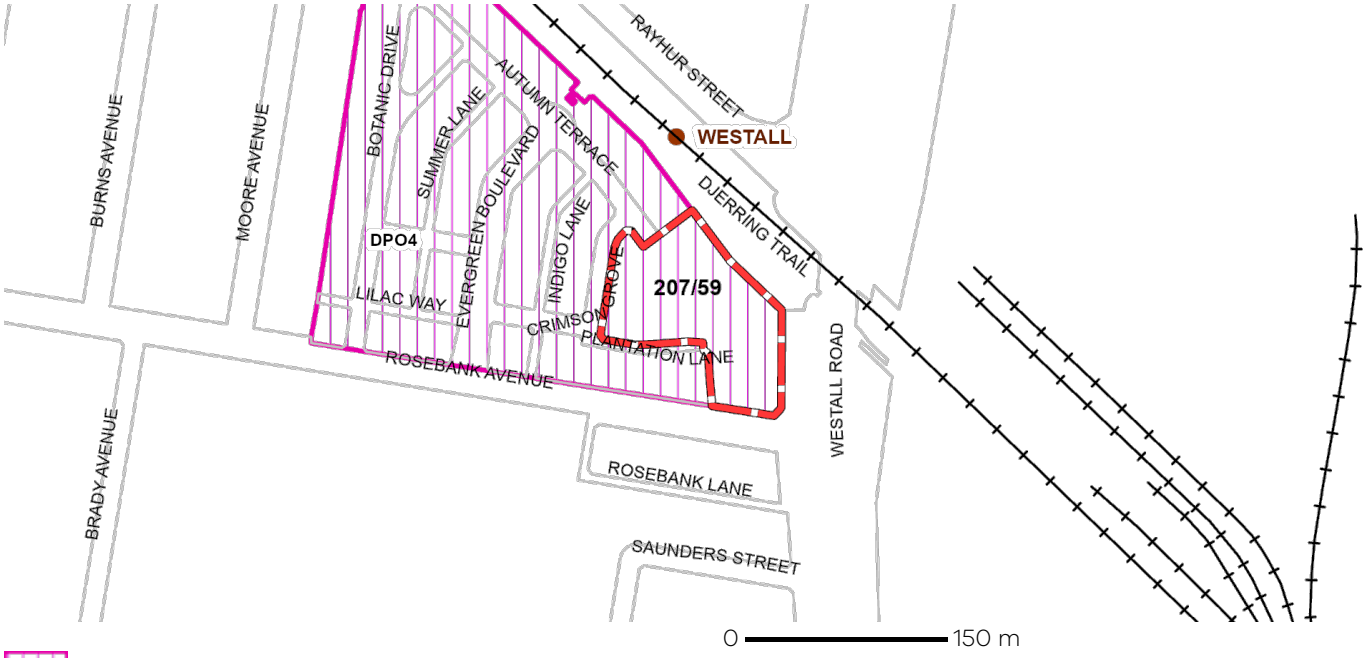
# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 4 (DPO4)




DPO - Development Plan Overlay | Railway line | Railway station

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

ROAD CLOSURE OVERLAY (RXO)




RXO - Road Closure Overlay | Railway line | Railway station

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

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

# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 1 March 2023.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may 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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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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).

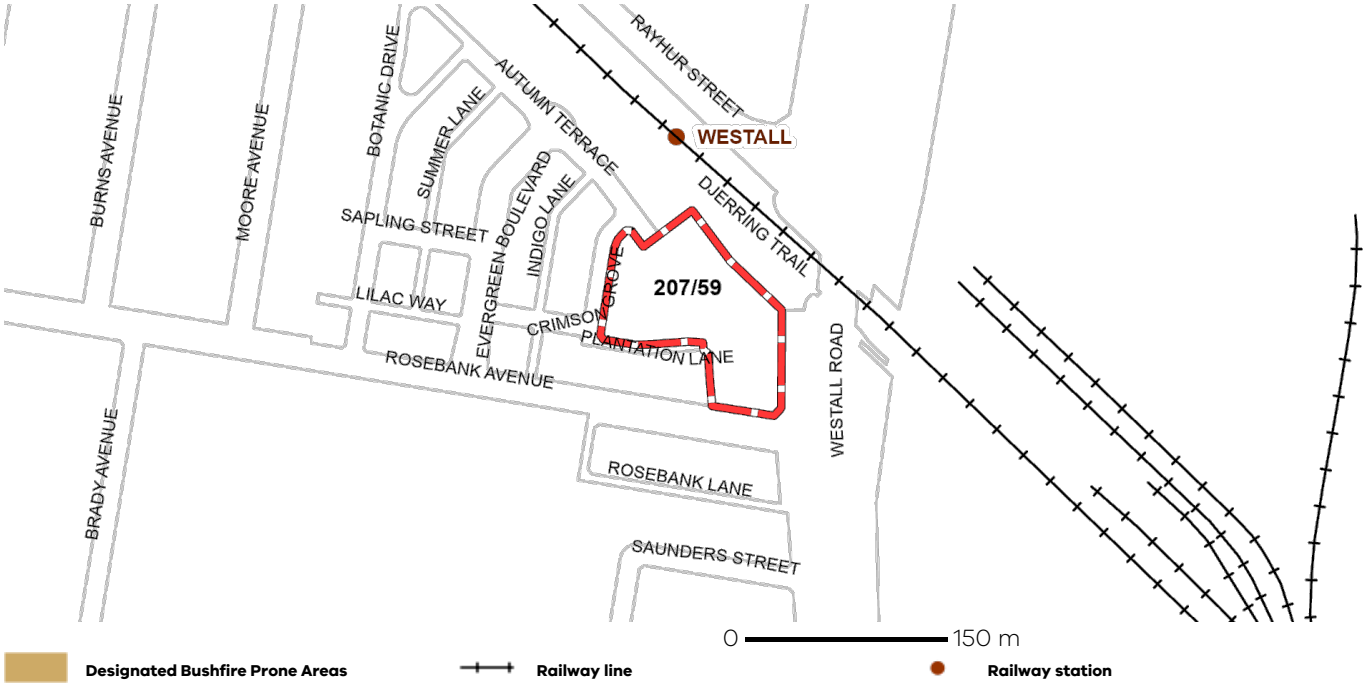
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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




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

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

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

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

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

## Native Vegetation

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

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

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

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# PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 07 March 2023 03:24 PM

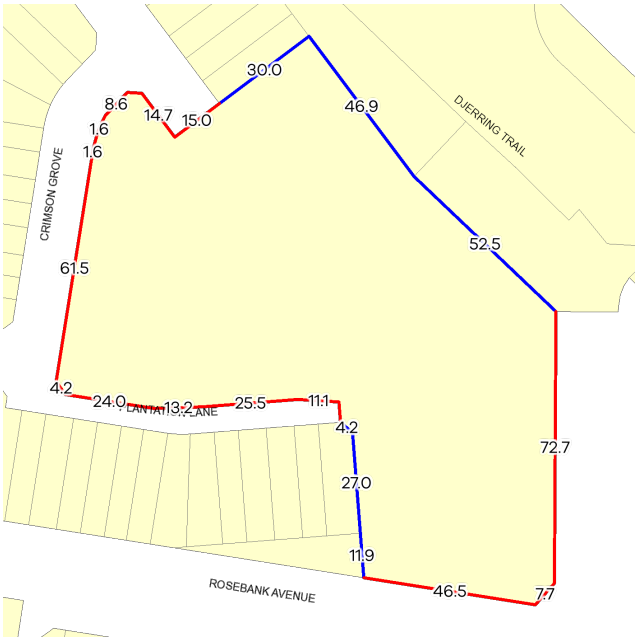
## PROPERTY DETAILS

| | |
|---|---|
| Address: | **207/59 AUTUMN TERRACE CLAYTON SOUTH 3169** |
| Lot and Plan Number: | **Lot 207A PS641883** |
| Standard Parcel Identifier (SPI): | **207A\PS641883** |
| Local Government Area (Council): | **KINGSTON** www.kingston.vic.gov.au |
| Council Property Number: | **516106** |
| Directory Reference: | **Melway 79 G6** |

**Note:** There are 188 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:** 11655 sq. m (1.17 ha)
**Perimeter:** 498 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.

7 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: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **UNITED ENERGY** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **CLARINDA** |

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

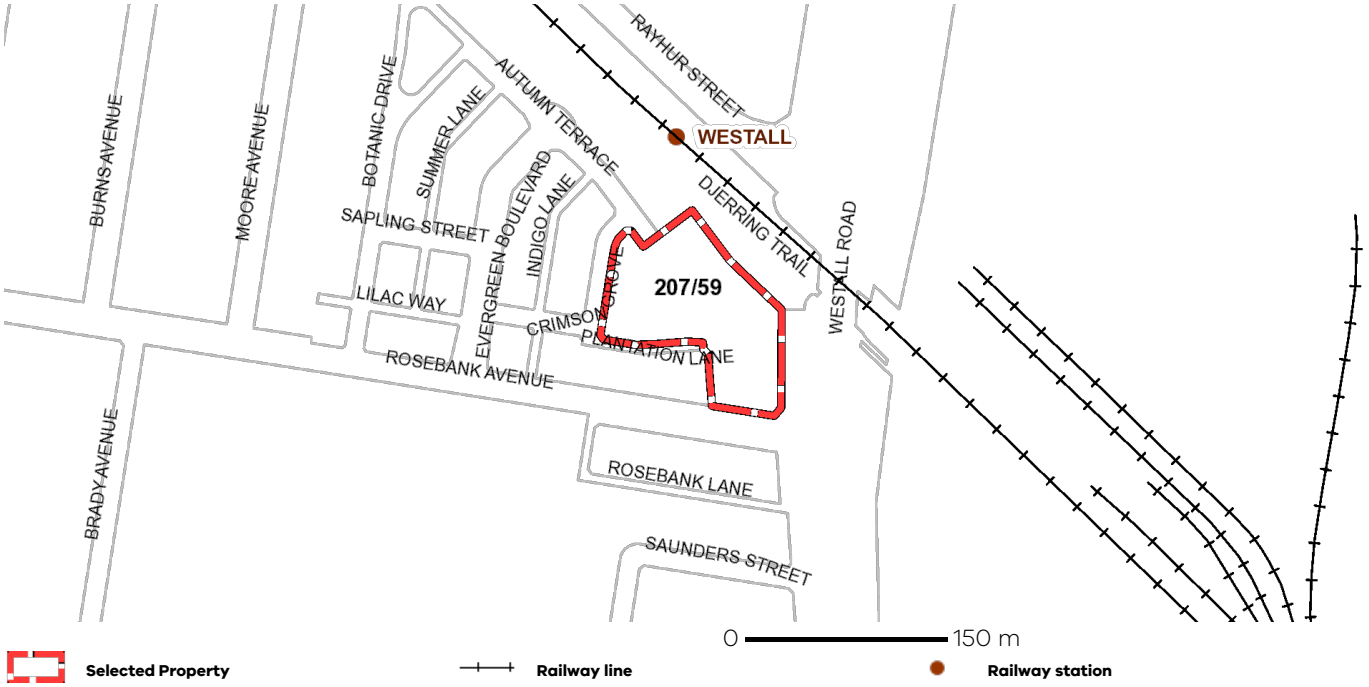
Planning Property Reports can be found via these two links
**Vicplan** https://mapshare.vic.gov.au/vicplan/
**Property and parcel search** https://www.land.vic.gov.au/property-and-parcel-search

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# PROPERTY REPORT

Environment, Land, Water and Planning

## Area Map




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South East Water

**Payments (Visa/MasterCard) & account balances:**
southeastwater.com.au or call 1300 659 658
**Account enquiries:**
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
**Faults and emergencies (24/7):**
live.southeastwater.com.au or call 132 812
**Interpreter service:**
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

ANDREW & THEODOTA STAVROU
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

| | |
|---|---|
| **Account number:** | 23234780 |
| **Date due:** | 04 January 2023 |

| Last bill | Payments received | Balance | Current charges | Total due |
|---|---|---|---|---|
| $221.85 | − $221.85cr = | $0.00 | + $140.25 | $140.25 |

## Your account breakdown

| | |
|---|---|
| **Issue date** | 19 December 2022 |
| **Property** | Apartment 207 59 Autumn Terrace CLAYTON SOUTH VIC 3169 |
| **Property reference** | 27A//07096/75 |
| **Group account number** | 2934271 |
| **Last bill** | $221.85 |
| **Payment received** | $221.85cr |
| **Balance brought forward** | $0.00 |
| **Our charges (no GST)** | $112.87 |
| **Other authorities' charges (no GST)** | $27.42 |
| **Total due** | $140.25 |

## Your snapshot

**Average daily cost** $1.24

## Payment options

**Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

**BPAY® (Up to $20,000)**
Biller code: **24208** Ref: **1002 3234 7800 009**

**Credit card**
Pay by Visa or MasterCard at
**southeastwater.com.au/paymybill**
or call 1300 659 658.

**Postbillpay**
BillpayCode: 0361 Ref: **1002 3234 7800 009**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

**Centrepay**
Arrange regular deductions from your Centrelink payments visit **humanservices.gov.au/centrepay** CRN: 555 050 397J

Property ref: 27A//07096/75
APARTMENT 207 59 AUTUMN TERRACE
CLAYTON SOUTH VIC 3169

*361 100232347800009

PN27A

| | |
|---|---|
| **Total due:** | $140.25 |
| **Account number:** | 23234780 |
| **Date paid:** | |
| **Receipt number:** | |

+00000023234780> +009124+ <0000000000> <0000014025> +444+

## Our charges

### Service charges

For period 01/10/22 to 31/12/22

| | |
|---|---|
| Water service charge | $20.93 |
| Sewerage service charge | $91.94 |
| **Total service charges** | **$112.87** |
| **Our charges** | **$112.87** |

### Other authorities' charges

| | |
|---|---|
| Waterways and Drainage charge 01/10/22 to 31/12/22 | $27.42 |
| **Total other authorities** | **$27.42** |
| **Total current charges** | **$140.25** |

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see **southeastwater.com.au/residentialprices**

## Other authorities' charges

### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/10/22 to 31/12/22**.

## Additional information

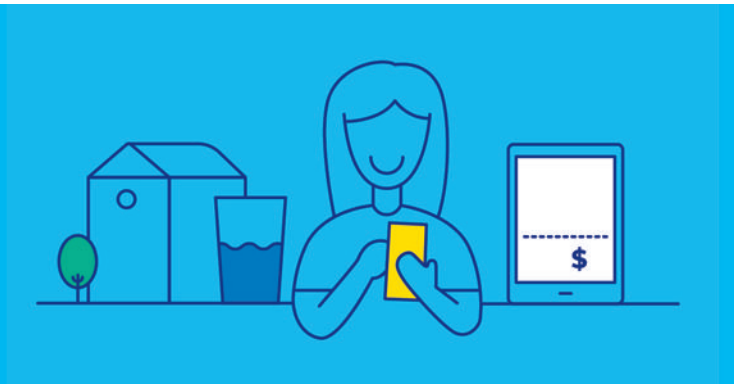
### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**


**Bill support is available.**

Explore your payment options.

Visit southeastwater.online/assistance






**South East Water Corporation**
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

SENDER
City of Kingston
PO Box 1000, Mentone, VIC 3194

# Third Instalment Notice

NOTICE FOR PERIOD 1 JULY 2022 TO 30 JUNE 2023

**TAX INVOICE**
**ABN** 80 640 377 247
**kingston.vic.gov.au**
1300 653 356 131 450
info @kingston.vic.gov.au
cityofkingston

## NOTICE SNAPSHOT

| | |
|---|---|
| ASSESSMENT NUMBER | 173431/6 |
| DATE ISSUED | 30/01/2023 |

**ARREARS OUTSTANDING**

**DUE NOW** $0.00

Interest may be charged on outstanding arrears from 1 July 2022.

**PAYMENT PLAN**

**Please note:** your first instalment will include any arrears outstanding.

| | |
|---|---|
| 28/02/2023 | $185.05 |
| 31/05/2023 | $185.05 |

027 0000701

A Stavrou and T Stavrou
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

**PAY ONLINE**
kingston.vic.gov.au/payrates

If you are experiencing Financial Hardship, please visit our website for more information on the options available to you: kingston.vic.gov.au/payrates

**PROPERTY DESCRIPTION**
Apartment 207 Level 2 59 Autumn Terrace, CLAYTON SOUTH VIC 3169

## INSTALMENT AMOUNT PAYABLE $185.05

Total Amount Due 28 February 2023 $185.05

Payments made after 19 January 2023 may not show on this notice.

Rates and Charges for period 1 July 2022 to 30 June 2023
Third Instalment Notice

**PAYMENT OPTIONS**

DIRECT DEBIT & OTHER OPTIONS
See overleaf for more information.

new

## Scan to pay

Pay in full or choose flexible instalment options that suit you.

Scan the QR code or visit payble.kingston.vic.gov.au to register and see weekly, fortnightly or monthly instalment options.



## We're upgrading our Hard Waste Collection Service

From July 2023, you will receive two free on-call collections per year, at a time that suits you.

For more information, visit **kingston.vic.gov.au/hard-waste**

**Changed your details?** Go to kingston.vic.gov.au/contactdetails

**Register to receive your notice via email** Go to kingston.vic.gov.au/rates

S0007010Q1 0000701 #86315

## Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

**ASSESSMENT NUMBER:** 173431/6

**RATEPAYER:** A Stavrou and T Stavrou

**PROPERTY DESCRIPTION:** Apartment 207 Level 2 59 Autumn Terrace, CLAYTON SOUTH VIC 3169

**SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS**

| BPOINT | BPAY | Post Billpay | Payble |
|---|---|---|---|
| 1300 276 468 | | 131 816 | |
| BILLER CODE 8938 | BILLER CODE 8938 | BILLER CODE 0327 | To change to flexible payments visit payble.kingston.vic.gov.au to register your assessment for flexible payments |
| REF 1734 316 | REF 1734 316 | REF 0017 3431 6 | |

ARREARS ONLY

INSTALMENT $185.05

*327 001734316

FULL PAYMENT

INTERNAL USE ONLY

## FINANCIAL HARDSHIP

If you are experiencing financial hardship please contact us to discuss payment options and/or an application under hardship provisions on 1300 653 356 or info@kingston.vic.gov.au

### INSTALMENT PAYMENT DATES

Third: 28 February 2023
Fourth: 31 May 2023

### CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

### PENSIONER CONCESSIONS

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an "Application for Concession on Municipal Rates and Charges" which is available at any of the Council's Customer Service Centres Or, you can visit kingston.vic.gov.au/Pension-Rebate to download a copy of the application form. Applications will be received between 1 July 2022 and 30 June 2023.

**Eligible Cards:** Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

### PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

A new Bill has been introduced to Parliament which may change how interest is charged. At the time of the notices being printed, interest may be charged from 1 July 2022 in accordance with Section 172 of the *Local Government Act 1989* and Section 30 of the *Fire Services Property Levy Act 2012*, at the rate fixed under Section 2 of the *Penalty Interest Rates Act 1983* that may apply from 1 July 2022.

**Instalments:** If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments may apply from 1 July 2022.

**Full/Lump Sum Payment:** If the full/lump sum payment is not received on or by 15 February 2023, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/ lump sum payments may apply from 1 July 2022

### CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194

### DIFFERENTIAL RATES

For more information about differential rates, see kingston.vic.gov.au/ratingstrategies

131 450 TIS National

People of all languages can now contact Kingston's Language Line on one number 131 450

Per contattare il Comune, chiamateci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

**Để liên hệ với Hội đồng, gọi chúng tôi theo số 131 450**

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

## PAY ONLINE – kingston.vic.gov.au/pay-rates

### PAYBLE

Registration for Flexible Payments can be done using the QR code on the front of this notice.

### BPOINT

Click the link at kingston.vic.gov.au/pay-rates

Visa & MasterCard only.

### POST BILLPAY

Click the link at kingston.vic.gov.au/pay-rates

### BPAY

Contact your bank or financial institution to make this payment.

*See front of notice for biller code and reference number.*

## OTHER PAYMENT METHODS

### BY DIRECT DEBIT

Available from cheque or savings accounts only.

Download the application form kingston.vic.gov.au/dd-rates or call 1300 653 356

### BY PHONE

**BPOINT**
1300 276 468
Visa & MasterCard only

**POSTbillpay**
13 18 16
Credit card payments only. See front of notice for your biller code and reference number.

### IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa, MasterCard, Amex.

### BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PRIVATE BAG
5555 MOORABBIN
BUSINESS CENTRE,
MOORABBIN VIC 3189

Ace Body Corporate Management
(Springvale/Kensington)
ABN 53 107 046 720
PO Box 157
Mentone, Vic 3194
Tel: (03) 9585 6364
E-mail:springvale@acebodycorp.com.au

# Fee Notice

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

# Tax Invoice

*Issued 02/02/2023 on behalf of:*

**Attention: Xynergy Realty Group**

The Owners of OC--641883H-2
ABN 66523734236
61-111 Rosebank Avenue
CLAYTON SOUTH VIC 3169

Andrew & Theodota Stavrou
c/- Xynergy Realty Group
19 Station Street
Oakleigh VIC 3166

*for* Lot 207A Unit 207A
Andrew & Theodota Stavrou

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below

| Due date | Details | Amounts due (including GST) ($) Admin Fund | Maintenance | Total |
|---|---|---|---|---|
| 01/03/2023 | Quarterly Admin Levy | 487.40 | 0.00 | 487.40 |
| | Total due in month | 487.40 | 0.00 | 487.40 |

| | |
|---|---|
| Total of this notice | 487.40 |
| Arrears | 0.00 |
| Interest on arrears | 0.00 |
| Outstanding owner invoices | 0.00 |
| Subtotal of amount due | 487.40 |
| Prepaid | 0.00 |
| **Total amount due** | **$487.40** |

(including $44.31 GST)

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). This rate is subject to change.
Cheques should be made payable to 'The Owners of OC--641883H-2'

**Levy Payment due 01/03/2023**

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Xynergy Realty Group

Owners Corporation 641883H-2
Lot 207A Unit 207A

*496 244103362 000019854

BPAY Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Pay over the Internet from your Bank account. Register at www.deft.com.au

Pay over the phone from your Bank account. Register at www.deft.com.au

Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.

Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001

Post Billpay Pay in-store at Australia Post.

**Ace Body Corp Management Springvale**

**DEFT Reference Number**
244103362000019854

**Amount Due**
$487.40

**Due Date**
01/03/2023

**Amount Paid**
$

+244103362 000019854 < 000048740<3+

# OWNERS CORPORATION CERTIFICATE

**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018**

Owners Corporation No **641883H-1** Address: **61-111 Rosebank avenue, CLAYTON SOUTH VIC 3169**

This certificate is issued for Lot **207A** on Plan of Subdivision No **641883H-1**

Postal address is c/- Xynergy Realty Group 19 Station Street Oakleigh VIC 3166

Applicant for the certificate is **Link West Conveyancing**

**IMPORTANT:**
The information in this certificate is issued on **3 March 2023**. **Updates, verbal or other, are not provided after 30 days from the date of issue. Verbal or other updates cannot be relied upon in case of a dispute. You should always obtain a new certificate for current information prior to settlement.**

(a) The current annual fees for the lot are Administration Fund $462.60 and Maintenance Fund $0.00 payable annual.

(b) The date up to which the fees for the lot have been paid is 31 May 2023.

(c) The total of any unpaid fees or charges for the lot is:

*Administrative Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

*Maintenance Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

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

None

**FOR EFT PAYMENT OF ARREARS USE**:
Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number.

BPAY BILLER CODE 96503 DEFT REFERENCE No 229638978 000018842

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

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Policy No. 38531 Chu
Type: Strata Broker:

Premium: $105,006.64 Paid on: 01/06/2022 Policy start date: 01/06/2022 Next due: 01/06/2023

| *Cover* | *Sum insured* | *Excess* |
|---|---|---|
| Building F | $71,976,536.00 | $1,500.00 |
| Loss of Rent | $10,796,480.00 | $7,500.00 |
| Common Area Contents | $7,681.00 | $7,500.00 |

| | | |
|---|---|---|
| Legal Liability | $30,000,000.00 | $0.00 |
| Voluntary Workers | $300,000.00 | $0.00 |
| Fidelity Guarantee | $250,000.00 | $0.00 |
| Office Bearers Legal Liability | $100,000.00 | $0.00 |
| Machinery Breakdown | $100,000.00 | $2,500.00 |
| 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 And Improv | $250,000.00 | $0.00 |

The Buildings covered by the Policy are situated at: **61-111 Rosebank avenue, CLAYTON SOUTH VIC 3169**

(g) 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

(h) The total funds held by the owners corporation are $ 62,583.34

(i) 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 (a) to (e) above?
If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: Contracts in place: Ace Body Corporate Management, Lifts, Essential Services, Caretaking, Landscaping, Embedded Network.

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

(l) 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 3 March 2023.

(m) 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

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Ace Body Corp Management Springvale & Kensington PO Box 157 Mentone VIC 3194
Telephone: (03) 95856364

(o) 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.

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

A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria (if any)
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

Date: 3 March 2023

This owners corporation certificate was prepared by:



……
Christopher Rodrigues
Ace Body Corp Management Springvale & Kensington
PO Box 157
Mentone  VIC  3194

springvale@acebodycorp.com.au

# Consolidated Owners Corporation Rules

## Date / /

**NOTES**

The *Owners Corporations Regulations* 2007 detail the powers of the Owners Corporation, the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

### 1. Definitions

In these rules:

**Act** means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

**Building Works** means all design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

**Common Property** means the land and any improvements erected on 61 – 111 Rosebank Avenue, Clayton South designated as common property on the Plan.

**Developer** means The Village Clayton Pty Ltd or other entity 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, subcontractors and invitees.

**Development** means the development of the land as a residential community and associated facilities including the marketing and sale of Lots.

**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.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

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

**Land** means the whole of the land described in the Plan.

**Lot** means a lot shown on the Plan.

**Manager** means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

**Member** means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

**Occupier** means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

**Owners Corporation** means the Owners Corporation on the Plan.

**Plan** means Plan of Subdivision No. PS 641883H.**Regulations** means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

**Rule or Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

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## 2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

## 3. Role and Functions

3.1 The Owners Corporation is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.

3.2 The Owners Corporation must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

3.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:

3.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or

3.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation (**A Special Resolution**).

3.4 Under the Act and Regulations, the Owners Corporation is responsible for, amongst other things:

3.4.1 electing the Committee (if required);

3.4.2 establishing a Maintenance Plan and Fund;

3.4.3 establishing and maintaining an Owners Corporation Register;

3.4.4 taking out, maintaining and paying the premiums for insurance;

3.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation and providing true reports of the financial situation of the Owners Corporation; and

3.4.6 preparing annual financial statements.

## 4. Use of a Lot

4.1 A Member must not:

4.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;

4.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;

4.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any

washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;

4.1.4 operate or permit to be operated on a Lot 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 Development;

4.1.5 use that part of a Lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation;

4.1.6 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view;

4.1.7 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot; and

4.1.8 install blinds to windows visible from outside the Members Lot other than of a neutral colour and of a type and style general consistent with the fixtures and fittings used throughout at the time the Plan was first registered.

4.2 Each Member must:

4.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and

4.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

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## 5. Pets and Animals

5.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

5.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards and landscaped areas.

5.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.

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## 6. Cleaning and maintenance of a Lot

A Member or Occupier must keep its Lot clean and in good repair.

## 7. Blinds, windows and awnings

7.1 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.

7.2 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.

7.3 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.

7.4 Each Member must install and maintain internal window furnishings on their Lot in a manner so as to ensure efficient operation of the heating/cooling system of the Lot.

## 8. Balconies

A Member or Occupier:

8.1 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;

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

8.3 must ensure that any barbeques, 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;

8.4 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);

8.5 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;

8.6 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;

8.7 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.

8.8 must ensure building materials related to any Building Works are not stacked or stored in or on balcony areas;

## 7. Blinds, windows and awnings

7.1 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.

7.2 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.

7.3 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.

7.4 Each Member must install and maintain internal window furnishings on their Lot in a manner so as to ensure efficient operation of the heating/cooling system of the Lot.

## 8. Balconies

A Member or Occupier:

8.1 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;

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

8.3 must ensure that any barbeques, 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;

8.4 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);

8.5 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;

8.6 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;

8.7 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;

8.8 must ensure building materials related to any Building Works are not stacked or stored in or on balcony areas;

8.9 must not place any pot plants or other items of flora on a balcony forming part of a Lot;

8.10 must not permit disposal of cigarette butts, cigarette ash, glass items or any other item over balconies on Common Property or other Lots; and

8.11 must keep balconies clean, tidy and well maintained.

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## 9. Building Works

9.1 A Member must not make any alteration or modification to the external façade of a Lot without the prior written approval of the Owners Corporation.

9.2 A Member must not undertake any Building Works, including the removal or replacement of floor coverings or materials, fixing or having fixed any electrical, audio visual, or communication device or equipment (for example, plasma or LCD televisions or speakers) within or about or relating to their Lot which may effect the acoustic performance of any inter-tenancy wall, floor or ceiling and must before commencing any Building Works:

9.2.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;

9.2.2 obtain, for any Building Works proposal submitted for approval, certification by a qualified acoustics engineer that the works when completed will meet the Building Code of Australia minimum requirements for sound attenuation;

9.2.3 receive written approval from the Owners Corporation to proceed with those specified Building Works;

9.2.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;

9.2.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;

9.2.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;

9.2.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.

9.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:

9.3.1 the Building Works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;

9.3.2 building materials are not stacked or stored in Common Property;

9.3.3 scaffolding is not erected on the Common Property or exterior of the Building;

9.3.4 construction work complies with all Laws of the relevant Authorities;

9.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;

9.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;

9.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and

9.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.

9.4 Where a Member or Occupier commissions Building Work in accordance with Rule 9.3, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.

9.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

## 10. Use of appurtenances

A Member or Occupier must not use the water closet, conveniences or other water apparatus, including water pipes and drains for any other purpose than those which they were constructed and, must not sweep or deposit rubbish or other unsuitable substances therein. The Member indemnifies and must keep indemnified the Owners Corporation on a full indemnity basis for any costs or expenses resulting from any damage or blockage incurred by the Owners Corporation where the damage or blockage was caused by the Member, Occupier or their invitees.

## 11. Fittings

11.1 A Member or Occupier must:

11.1.1 not modify any air-conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior consent of the Owners Corporation;

11.1.2 not install in a Lot a floor safe, a safe, or any other item exceeding 100kg in weight without a written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect to the proposed installation; and

11.1.3 ensure that all floor space within a Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of the Lot noise likely to disturb the peaceful enjoyment of the Member or Occupier of another Lot.

11.2 A Member or Occupier must not affix or have affixed to any Common Property wall, floor or ceiling any electrical, audio visual or communication device or equipment without the prior written consent of the Owners Corporation including but not limited to plasma or LCD televisions or speakers and satellite dishes.

## 12. Provision of Services

12.1 Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

12.1.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping;

12.1.2 an embedded network for the provision of power and communications services;

12.1.3 any other service or facility provided by the Owners Corporation for the benefit of the Members.

12.2 If a Member elects not to utilise any embedded services the Member is responsible for all costs relating to:

12.2.1 the disconnection of any existing meters to the Lot;

12.2.2 the purchase of any new meters required for the new service; and

12.2.3 the reconnection of any new meters.

## 13. Use of Common Property

A Member must not:

13.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

13.2 do or permit anything which might cause structural damage to the Common Property;

13.3 move any article likely to cause damage or obstruction through 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;

13.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;

13.5 interfere with any personal property vested in the Owners Corporation;

13.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

13.7 obstruct a driveway or entrance to a Lot or any other road on the Development;

13.8 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade of the Lot except with the consent in writing of the Owners Corporation;

13.9 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

13.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

13.11 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;

13.12 hold or allow to be held any public auction on or near the Common Property;

13.13 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

13.14 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;

13.15 allow any children under the age of 12 to be left unsupervised in the Common Property;

13.16 use any part of the Common Property to be used for the drying of laundry;

13.17 must notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

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## 14. Behaviour of Invitees

14.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).

14.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

14.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 14.1 and 14.2.

14.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover

the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

## 15. Owners Corporation Fees

15.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.

15.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.

15.3 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.

15.4 A Member must pay all administration and other costs incurred by the Owner's Corporation as a consequence of any failure by the Member to pay any fees or charges levied by the Owners Corporation or any other breach by the Member of these Rules.

## 16. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## 17. Complaints and Disputes

17.1 Any Dispute must be dealt with at first instance in accordance with this Rule 17.

17.2 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 17.

17.3 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:

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

17.3.2 waive the requirement for the parties to meet.

17.4 Notwithstanding the course of action elected by the Committee under Rule 17.3, 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.

17.5 Without limiting the generality of this Rule 17.4, 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:

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

17.5.2 waive the requirement for the parties to meet.

17.6 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 17.3.1 or 17.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

## 18. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

## 19. Charges imposed on Members and Occupiers

19.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

19.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

19.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983* (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

19.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

## 20. Rules Subject to Rights of the Developer

20.1 These Rules 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:

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

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

20.1.3 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 Buildings and facilities comprised in the Plan or the Development.

20.2 Subject to Rule 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 of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

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

20.2.2 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 Development; and

20.2.3 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 Development; and

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

20.2.5 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

20.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

20.2.7 use whatever rights of way and/or points of egress and ingress to the Development 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 Development 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.

20.3 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 Development. A Member must not 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 20 or contravene any right or reprieve afforded to the Developer under this Rule 20.

20.4 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 genuine Development. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

## 21. Restrictions – Trade or Business

21.1 The Member or Occupier must not use or permit others to use that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.

21.2 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:

21.2.1 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

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

21.2.3 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; and

21.2.4 the trade, business or other commercial use does not involve customers or members of the public attending the Lot or entering into the Common Property.

## 22. Warranties & Novation or assignment of contracts

22.1 The Developer or its builder or subcontractors (all the "Developer") may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

22.2 The Developer must and the Owners Corporation must accept, assignment or novation of the contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation.

22.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.

22.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

22.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.

22.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 22 relative to the lot liability on the Plan.

## 23. Signage & Other Licences

23.1 The Owners Corporation may grant the Developer:

23.1.1 a lease and licence including but not limited to the provision of information technology infrastructure relating to broadband services to the Development;

23.1.2 a licence to host festivals, parties or other celebratory or promotional events in the main lobby area;

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

23.1.4 allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Developer uses 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.

23.2 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.

23.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.

23.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 23.

## 24. Garbage disposal

A Member of a Lot must:

24.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;

24.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;

24.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and

24.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate waterlight receptacle.

## 25. Bicycles

25.1 A Member or Occupier must not:

25.1.1 permit any bicycle to be stored on Common Property except in areas designated by the Owners Corporation or otherwise with its written consent; and

25.1.2 permit any bicycle to be brought into a Lot (other than a Lot designated for parking) or the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies or other Common Property.

25.2 Members or Occupiers must indemnify and keep indemnified the Owners Corporation on a full indemnity basis for the costs of repairing any damage to the Common Property arising out of bringing their bicycles on to any Lot (for example, corridors).

## 26. Signage and Windows

26.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.

26.2 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a lot without the written consent of the Owners Corporation.

26.3 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.

## 27. Rights of Entry

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

## 28. Security

The Owners Corporation may make rules and regulations to ensure the security of the Development from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

## 29. Contact

29.1 Each Member must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

29.2 Each Member must provide the Manager with an Australian address for service of notices. If a Member fails to provide an Australian address for service of notices, the Lot address will be deemed to be the proper address for service.

## 30. Restricted use of Common Property for fire control

30.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:

30.1.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the Common Property;

30.1.2 permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and

30.1.3 restrict by means of key or other security device the access of the Members or Occupiers of one level of the Lots to any other level of the Lots.

30.2 A Member and Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with these Rules and must meet all costs incurred by the Owners Corporation in relation to these Rules (or a breach of these Rules by the relevant Member or Occupier).

## 31. Fire

31.1 A Member or Occupier of a Lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the Lot.

31.2 A Member or Occupier of a Lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

31.3 A Member or Occupier of a Lot must ensure that all fire doors, exhaust systems and smoke detectors installed in a Lot are properly maintained and tested monthly and that back-up batteries relating to the smoke detectors are replaced whenever necessary.

## 32. Storage

A Member or Occupier of a Lot must not:

32.1 use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or

32.2 do or permit anything which may invalidate or suspend any insurance policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

## 33. Insurance

A Member or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## 34. Security and Security Keys

34.1 A Member or Occupier of a Lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the Common Property, or any person in or about the Development.

34.2 The Owners Corporation may charge a reasonable fee for any additional security key required by a Member or Occupier.

34.3 A Member must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key to the Member or the Owners Corporation.

34.4 A Member or Occupier of a Lot in possession of a security key must not without written consent from the Owners Corporation duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than any other Member or Occupier and is not disposed of otherwise than by returning it to the Member or the Owners Corporation.

34.5 A Member or Occupier of a Lot must promptly notify the Owners Corporation if a security key issued to them is lost or destroyed.

## 35. Parking

35.1 Only motor vehicles and motorbikes are permitted to be located in a car space allocated to a Lot and a Lot's allocated car space can only be used for the storage of motor vehicles and motorbikes and not for the storage of any other items.

35.2 Members and Occupiers must park only in the car space allocated to the Lot and not in any other carparking space allocated to another Lot or any carparking spaces allocated for the use of visitors to the Development.

35.3 If a Member or Occupier of a Lot has more vehicles than the car spaces allocated to that Lot, any additional vehicles must be parked outside the Development.

35.4 Members must not close in any carparking space allocated to the Lot to make a private garage-style carparking space without the prior written approval of the Owners Corporation.

35.5 Visitors parking provided on any Common Property is reserved for casual visitors to Lots, and is restricted to a maximum 2 hour parking time. Members and Occupiers must ensure that visitors parking is not used by long term visitors for more than 2 hours at a time without the prior consent of the Owners Corporation.

35.6 The Owners Corporation or the Manager has the power to:

35.6.1 impose a speed limit for driving in Common Property;

35.6.2 impose reasonable restrictions on the use of Common Property, driveways and parking areas;

35.6.3 install speed humps and other traffic control devices on Common Property; and

35.6.4 install signs in relation to parking to control driving on Common Property.

A Member or Occupier of a Lot must comply at all times with the speed limits, restrictions, parking and traffic signs imposed or installed by the Owners Corporation or the Manager.

35.7 A Member or Occupier of a Lot must not park or leave a vehicle or other similar object on Common Property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation or the Manager from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

35.8 The Owners Corporation or Manager may remove any offending vehicles, trailers or motorbikes which are parked on the Common Property or in any carparking spaces in breach of these Rules.

**SCHEDULE 3**
Form 2
Reg. 12
**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 voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

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

**Management of an owners corporation.**
An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, 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.***

## Schedule 2—Model rules for an owners corporation

Regulation 11

### 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.

**Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.**

#### 1.4 Smoke penetration

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

**Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.**

#### 1.5 Fire safety information

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

### 2 Committees and sub-committees

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

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

### 3 Management and administration

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

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

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

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

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

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

## 4 Use of common property

### 4.1 Use of common property

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

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.

**Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).**

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### 4.2 Vehicles and parking on common property

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

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

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

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

### 4.3 Damage to common property

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

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

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

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

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

## 5 Lots

### 5.1 Change of use of lots

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

**Example**

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

### 5.2 External appearance of lots

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

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

**Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).**

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

**Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).**

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

**Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).**

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

An owner or occupier 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.

**Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).**

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

**Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).**

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

**Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).**

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

**Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).**

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of 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** .

Ace Body Corporate Management
(Springvale/Kerrington)
ABN 59 107 083 720
PO Box 157
Mentone, Vic 3194
Tel (03) 9585 6944
E-mail springvale@acebodycorp.com.au

**MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 641883H-1**
**ADDRESS OF THE STRATA SCHEME:** 61-111 Rosebank avenue, CLAYTON SOUTH VIC 3169
**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 641883H-1 was held on 28/10/2021 at via Zoom commenced at 05:35 PM.
**PRESENT:**

| Lot # | Unit # | Attendance | Owner Name<br>Representative |
|---|---|---|---|
| 229A | 229A | Yes | Ahamed Mohideen Aniudin |
| 202B | 202B | Yes | Margaret Anne Longton<br>Anthony Ongarello |
| 303B | 303B | Yes | Margaret Anne Longton<br>Anthony Ongarello |
| 328A | 328A | Yes | Clare Broomby |
| 120B | 120B | Yes | Charlene Leung<br>Devika Fernando |
| 327B | 327B | Yes | E L & C M Robinson |
| 111B | 111B | Yes | Feng Dong & Xiaomei Yang |
| 121B | 121B | Yes | Warnakulasuriya Bernadett Priyamini Devika Fernand |
| 302A | 302A | Yes | Frances Anna Hoe |
| 305B | 305B | Yes | Arax Kojadelian |
| 109B | 109B | Yes | Lee Baker Holdings Pty Ltd |
| 132A | 132A | Yes | Ms Nivi Nhalla Vallappil Mr Unnikrishnan Chirukand |
| 115A | 115A | Yes | Anne Gillian Francesca Nugent |
| 318B | 318B | Yes | Parvathy Baruwal Chhetri Uprety |
| 131A | 131A | Yes | Russell W & Kerrie-Lee A Chatfield |
| 201A | 201A | Yes | Silversody Pty Ltd |
| 213B | 213B | Yes | Ben So<br>Erica So |
| 312A | 312A | Yes | Grant Superannuation Custodial Trust<br>Anthony Ongarello |
| 311B | 311B | Yes | Yu Xiang<br>Anthony Ongarello |
| 322B | B322 | Yes | Jiabei Zhao |
| 320B | 320B | Yes | Zhao Min Xue & Wei Ming Yao |

Minutes of the meeting:
A quorum was not achieved at the meeting. All decisions become final on the 28th day unless an objection is received from 25% of members within 28 days

**1 APPOINTMENT OF CHAIRPERSON**
Resolved to appoint the Manager as Chairperson for the meeting

**2 MINUTES**
Resolved that the minutes of the last general meeting of the owners corporation are confirmed as a true record of the proceedings of that meeting.

**3 COMMITTEE REPORT**
Resolved that the Committee Report be accepted as attached

**4 EXECUTIVE COMMITTEE**
(a) That the number of members of the executive committee be decided 6
(b) That the members of the executive committee be elected Anthony Ogarello (CP) Clare Devika Russel Norm Ahmed

**5 INSURANCE**
Resolved that the insurance be confirmed at indexed value and no valuation is required

**6 EXCESS**
Resolved that any insurance excess be paid by the owner for lot related claims

**7 DEBT RECOVERY AND PENALTY INTEREST**
Resolved that all costs involved with recovering unpaid levies on behalf of the owners corporation, particularly final notice cost of $165, follow up letters and legal costs and any other cost be the responsibility of the debtor and Penalty Interest to

apply.

8 **ELECTRONIC COMMUNICATION**
Resolved that all communication (including Fee and meeting notices) to persons who have provided an email address be sent electronically, unless otherwise notified by the owner

9 **GENERAL BUSINESS**
Resolved Maintenance Plan is required and when received will be adopted and a maintenance fund commenced.
Owner Feng (11B) noted that she had seen residents using the lift while the Fire alarm was sounding. The Manager noted there are bold signs on all the lifts at every level on the call button that read "DO NOT USE LIFT IF THERE IS A FIRE". Every level of both buildings have evacuation diagrams at various places.

10 **FINANCIAL STATEMENTS**
Resolved that the accounts for the period ended 31/05/2021 be adopted.

11 **SINKING/MAINTENANCE FUND**
Resolved that a sinking/maintenance fund not be commenced until the maintenance plan is received

12 **BUDGET**
Resolved that the statement of estimated receipts and payments (budget) be adopted noting that unbudgeted expenses will require a Special Levy to be raised by the Manager without notice

13 **AUDIT OF ACCOUNTS**
Resolved that the Annual Financial statements be audited by a certified auditor

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 06:40 PM.

# OWNERS CORPORATION CERTIFICATE

**s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018**

Owners Corporation No **641883H-2** Address: **61-111 Rosebank Avenue, CLAYTON SOUTH VIC 3169**

This certificate is issued for Lot **207A** on Plan of Subdivision No **641883H-2**

Postal address is c/- Xynergy Realty Group 19 Station Street Oakleigh VIC 3166

Applicant for the certificate is **Link West Conveyancing**

**IMPORTANT:**
The information in this certificate is issued on **3 March 2023**. **Updates, verbal or other, are not provided after 30 days from the date of issue. Verbal or other updates cannot be relied upon in case of a dispute. You should always obtain a new certificate for current information prior to settlement.**

(a) The current annual fees for the lot are Administration Fund $1,949.60 and Maintenance Fund $0.00 payable quarterly.

(b) The date up to which the fees for the lot have been paid is 31 May 2023.

(c) The total of any unpaid fees or charges for the lot is:

*Administrative Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

*Maintenance Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

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

None

**FOR EFT PAYMENT OF ARREARS USE**:
Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number.

BPAY BILLER CODE 96503 DEFT REFERENCE No 244103362 000019854

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

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

**Please refer to Rosebank OC1 Certificate**

The Buildings covered by the Policy are situated at: **61-111 Rosebank Avenue, CLAYTON SOUTH VIC 3169**

(g) 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

(h) The total funds held by the owners corporation are $ 36,436.54

(i) 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 (a) to (e) above?
If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: Contracts in place: Ace Body Corporate Management, Lifts, Essential Services, Caretaking, Landscaping, Embedded Network.

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

(l) 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 3 March 2023.

(m) 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

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Ace Body Corp Management Springvale & Kensington PO Box 157 Mentone VIC 3194
Telephone: (03) 95856364

(o) 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.

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

A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria (if any)
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

Date: 3 March 2023

This owners corporation certificate was prepared by:



……
Christopher Rodrigues
Ace Body Corp Management Springvale & Kensington
PO Box 157
Mentone  VIC  3194

springvale@acebodycorp.com.au

## Rosebank Rules are on OC1 Certificate

**SCHEDULE 3**
Form 2
Reg. 12
**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

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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 voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

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

**Management of an owners corporation.**
An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, 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.***

## Schedule 2—Model rules for an owners corporation

Regulation 11

### 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.

**Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.**

#### 1.4 Smoke penetration

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

**Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.**

#### 1.5 Fire safety information

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

### 2 Committees and sub-committees

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

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

### 3 Management and administration

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

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

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

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

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

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

## 4 Use of common property

### 4.1 Use of common property

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

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.

**Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).**

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### 4.2 Vehicles and parking on common property

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

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

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

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

### 4.3 Damage to common property

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

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

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

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

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

## 5 Lots

### 5.1 Change of use of lots

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

**Example**

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

### 5.2 External appearance of lots

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

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

**Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).**

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

**Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).**

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

**Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).**

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

An owner or occupier 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.

**Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).**

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

**Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).**

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

**Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).**

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

**Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).**

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of 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** .

Ace Body Corporate Management
(Springvale/Kensington)
ABN 53 107 049 720
PO Box 157
Mentone, Vic 3194
Tel: (03) 9585 6364
E-mail:springvale@acebodycorp.com.au

**MINUTES OF AN ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 641883H-2**
**ADDRESS OF THE STRATA SCHEME:** 61-111 Rosebank Avenue, CLAYTON SOUTH VIC 3169
**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 641883H-2 was held on 26/10/2021 at via Zoom commenced at 05:05 PM.
**PRESENT:**

| Lot # | Unit # | Attendance | Owner Name<br>Representative |
|---|---|---|---|
| 115A | 115A | Yes | Ms Anne Gillian Francesca Nuguid |
| 124A | 124A | Yes | Pamela Agusta Carvalho |
| 125A | 125A | Yes | Jennifer Kiper |
| 132A | 132A | Yes | Ms Nivi Nhalla Valappil Mr Unnikrishnan Chirukand |
| 201A | 201A | Yes | Silvercody Pty Ltd |
| 221A | 221A | Yes | Ms Thanuja Dilrukshi Suriyage |
| 229A | 229A | Yes | Ahamed Mohideen Amirudin |
| 310A | 310A | Yes | Truong Son Ho |
| 312A | 312A | Yes | Grant Superannuation Custodial Trust<br>Anthony Ongarello |
| 328A | 328A | Yes | Clare Broomby |

Minutes of the meeting:
A quorum was not achieved at the meeting. All decisions become final on the 29th day unless an objection is received from 25% of members within 28 days

**1 APPOINTMENT OF CHAIRPERSON**
Resolved to appoint the Manager Chairperson for the meeting

**2 MINUTES**
Resolved that the minutes of the last general meeting of the owners corporation are confirmed as a true record of the proceedings of that meeting.

**3 COMMITTEE REPORT**
Committee report attached in OC1 Minutes, please refer to Oc1

**4 EXECUTIVE COMMITTEE**
(Resolved a) That the number of members of the executive committee be decided as 5
(b) That the members of the executive committee be elected Jen, Pam, Ahmed, Feng, Anthony (Chairperson)

**5 INSURANCE**
Insurance is in OC1

**6 EXCESS**
Resolved that any insurance excess be paid by the owner for lot related claims

**7 DEBT RECOVERY AND PENALTY INTEREST**
Resolved that all costs involved with recovering unpaid levies on behalf of the owners corporation, particularly final notice cost of $165, follow up letters and legal costs and any other cost be the responsibility of the debtor and Penalty Interest to apply.

**8 ELECTRONIC COMMUNICATION**
Resolved that all communication (including Fee and meeting notices) to persons who have provided an email address be sent electronically, unless otherwise notified by the owner

**9 GENERAL BUSINESS**
Resolved Maintenance Plan will be done and adopted
The Council has requested testing of the cladding as they suspect the Compolcrete may be inflammable.
Anthony Ongarello explained that the VBA had taken samples in the presence of his staff and the Manager's staff but did not do the tests.
The Council has sent a legal notice for the OC to conduct the tests

**10 FINANCIAL STATEMENTS**
Resolved that the accounts for the period ended 31/05/2021 be adopted.

11 SINKING/MAINTENANCE FUND

Resolved that a sinking/maintenance fund not be commenced until the maintenance plan is received

12 BUDGET

Resolved that the statement of estimated receipts and payments (budget) be adopted noting that unbudgeted expenses will require a Special Levy to be raised by the Manager without notice

13 AUDIT OF ACCOUNTS

Resolved that the Annual Financial statements need be audited by a certified auditor

CLOSURE: There being no further business, the chairperson declared the meeting closed at 05:24 PM.

# RESIDENTIAL TENANCIES ACT 1997
# CONDITIONS OF AGREEMENT

Ver.6.2.1 OA/1219

1. GENERAL CONDITION

This form is the written record of your Tenancy Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the OWNER/AGENT and TENANT(S) must complete an Entry Condition Report, and both keep a copy for their records. TENANT(S) must return the **Entry Condition Report within 3 (three) business days**; beyond that TENANT(S) agreed and accepted the condition of the rented premises as on the Entry Condition Report.

1.1. RENTED PREMISES AND RENT

The OWNER lets the TENANT(S) of the RENTED PREMISES specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the date specified in Schedule A and payable by the TENANT(S) to the party specified in Schedule A.

1.2. BOND

The TENANT(S) shall pay a BOND of the amount specified in Schedule A to the OWNER/AGENT on or before the signing of this Agreement. In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the BOND with the Residential Tenancies Authority within ten business days after receiving the BOND. If the TENANT(S) does not receive a bond receipt from the Residential Tenancies Bond Authority (RTBA) within 15 business days of handing over the bond month, TENANT(S) should contact the RTBA on 1300 13 71 64.

1.3. FIXED TERM TENANCY

The term of this Agreement must be as specified in Schedule A. COMMENCING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

OR

PERIODIC TENANCY

The Agreement must commence on the date specified in Schedule A and continue until terminated in accordance with the *Residential Tenancies Act 1997.*

1.4. CONSENT TO ELECTRONIC SERVICE

a) Express Consent

The OWNER and the TENANT(S) consent to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8 at the email address specified in Schedule A.

b) Inferred Consent

The OWNER or the TENANT(S) must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications if the OWNER or the TENANT(S) has not consented to electronic service.

c) Change of Electronic Address

The OWNER or the TENANT(S) must immediately give notice in writing to the other party if the email address for electronic service specified in Schedule A changes.

d) Withdrawal of Consent

1. The OWNER or the TENANT(S) may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic communication.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. CONDITION OF THE PREMISES

The OWNER must ensure that the premises are maintained in good repair. If the OWNER owns or controls the common areas relating to those premises, the OWNER must take reasonable steps to ensure that the common areas are maintained in good repair.

2.1. DAMAGE TO THE PREMISES

a) The TENANT(S) must ensure that care is taken to avoid any damages to the rented premises.
b) The TENANT(S) must take reasonable care to avoid damaging the rented premises and any common areas.
c) The TENANT(S) who becomes aware of damage to the rented premises must give notice to the OWNER of *any* damage to the premises as soon as practicable.

2.2. CLEANLINESS OF THE PREMISES

a) The OWNER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT(S) is to enter into occupation of the premises.

b) The TENANT(S) must keep the premises in a reasonably clean condition during the period of Agreement.

2.3. USE OF PREMISES
a) The TENANT(S) must not use or allow the premises to be used for any illegal purpose.
b) The TENANT(S) must not use or allow the AGENT to be used in such a manner that causes a nuisance or interfere with the reasonable peace, comfort or privacy of any occupant(s) of neighbouring premises.

2.4. QUIET ENJOYMENT
The OWNER must take all reasonable steps to make sure that the TENANT(S) has quiet enjoyment of the premises.

2.5. ASSIGNMENT OR SUB-LETTING
a) The TENANT(S) must NOT assign or sub-let the whole or any part of the premises without the consent of the OWNER. The OWNER'S consent must not be unreasonably withheld.
b) The OWNER must not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the OWNER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.49 in order to transfer a tenant within an existing agreement that has more than three months expiration term.

3. *RESIDENTIAL TENANCIES ACT 1997*
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party (Note: reference should be made to the *Residential Tenancies Act 1997* for further Rights and Duties). ADDITIONAL TERM(S) which do not take away the rights and duties included in the *Residential Tenancies Act 1997* may be set out in this Section. Moreover, additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria).

3.1. The TENANT(S) shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The TENANT(S) shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The TENANT(S) shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the TENANT(S) shall pay the OWNER all increased premiums and any other expenses incurred as a consequence of this term.

3.4. The TENANT(S) agrees to pay the OWNER any excess amount or any additional premium charged by the OWNER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises where the damage has been caused by the TENANT(S), or by anyone on the premises with the consent of TENANT(S).

3.5. The TENANT(S) shall indemnify the OWNER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT(S) or anyone on the rented premises with the consent of the TENANT(S). Without limiting the generality of the foregoing, the TENANT(S) shall indemnify the OWNER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the TENANT(S), or by anyone on the rented premises with the consent of the TENANT(S).

3.6. The TENANT(S) shall be liable for the cost of repairing the damage they caused, and OWNER shall give the TENANT(S) a repair notice for the damage caused by TENANT(S) to the rented premises.

3.7 The TENANT(S) shall notify the OWNER or AGENT immediately upon becoming aware of any defects in the rented premises or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.8 The TENANT(S) shall indemnify the OWNER against all liabilities in respect of injury or damage to any third person or the third party to the rented premises arising from any conduct, act, or omission by the TENANT(S), or the TENANT(S)'S servants, agents and/or invitees.

3.9 The TENANT(S) shall not paint, or affix any sign, or any antenna onto the rented premises, or any installation of National Broadband Network, or affix any nail, screw, fastening, or adhesive to the interior of the rented premises without the prior written consent of the OWNER or AGENT. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.10 The TENANT(S) acknowledges that it is the TENANT(S)' responsibility upon the termination of the Agreement to deliver the keys of the rented premises held by the TENANT(S) to the AGENT'S office in person, and that rent on the rented premises is payable until the keys are delivered.

3.11 The TENANT(S) shall obtain OWNER consent to make any modifications to the rented premises. TENANT(S) will remain responsible for restoring any changes made to the rented premises and will be able to lodge a restoration bond to cover the future removal of the fixture. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.12 The TENANT(S) must not grant a license or part with occupation of the rented premises, or a part of the rented premises to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the OWNER prior written consent which, if given, may be subject to reasonable conditions.

3.13 The TENANT(S) shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.14 The TENANT(S) shall obtain the OWNER's consent to keep ANY pet.

3.15 The TENANT(S) shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT(S) for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.16 The TENANT(S) shall not hang any clothes outside the rented premises other than where provision for the hanging of clothes has been provided.

3.17 The TENANT(S) shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the rented premises.

3.18 The TENANT(S) acknowledges and agrees that there will be NO SMOKING inside the rented premises during the term of the tenancy.

3.19 The TENANT(S) shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.20 The TENANT(S) acknowledges that no promise representations, warranties or undertakings have been given by the OWNER or AGENT in relation to the suitability of the rented premises for the TENANT(S)' purposes or in respect of the furnishings or fittings of the rented premises other than as provided herein.

3.21 The TENANT(S) agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the rented premises and the common property provided that the TENANT(S) shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the OWNER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.22 In accordance with the provisions of Section 44 of the *Residential Tenancies Act 1997*, the OWNER may from time to time and at any time, other than within the term specified in the Schedule A as the fixed term increase the rent by giving the TENANT(S) at least 60 days' notice of the increase.

3.23 The TENANT(S) shall at the TENANT(S)' expenses replace all lighting tubes, globes, and batteries to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.24 The TENANT(S) agrees to pay the administration fee *(non-reimbursable)* as on clause 3.25 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.10.

3.25 The TENANT(S) agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the tenants' transfer processing fee on the clause 3.49.

3.26 The TENANT(S) agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the rented premises in accordance with the water restrictions *if applicable to the rented premises*.

3.27 The TENANT(S) in the occupation of the rented premises is changed during the term of the tenancy, the TENANT(S) must as soon as practicable notify the OWNER or AGENT in writing and comply with clause 2.5.

3.28 The TENANT(S) assign the tenancy or sub-let in contrary to clause 2.5, or the TENANT(S) abandon the rented premises, the TENANT(S) may be required to reimburse the OWNER's letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new tenant and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
c) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.29 The TENANT(S)' obligation to pay the OWNER's re-letting expenses is dependent upon the OWNER taking reasonable steps to mitigate any loss arising from the TENANT(S) default or due to the event on clause 3.27.

3.30 If the TENANT(S) wishes to vacate the rented premises at the expiration of this Agreement, the TENANT(S) shall give the OWNER or AGENT a written notice of the TENANT(S)' intention to vacate 28 days prior to the expiration of the Agreement.

3.31 If the TENANT(S) remains in occupation of the rented premises after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the TENANT(S) must give written notice of the TENANT(S)' intention to vacate the rented premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT(S) gives notice.

3.32 The TENANT(S) shall allow the OWNER or AGENT to put on the rented premises a notice *'to let'* during the last month of the term of this Agreement. The TENANT(S) shall also allow the OWNER or the OWNER'S AGENT to put on the rented premises a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the rented premises by the OWNER or the OWNER'S AGENT to present the rented premises to prospective purchasers or TENANT(S) upon 24 hours notice or by Agreement with the TENANT(S) and the OWNER or the OWNER'S AGENT.

3.33 The TENANT(S) acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The TENANT(S) further acknowledges that failure to abide by this section of the Act renders the TENANT(S) liable to a penalty as stated on the Act.

3.34 The TENANT(S) agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises including common property. The TENANT(S) also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the rented premises or the land or common property on which it is situated to their original condition forthwith.

3.35 The TENANT(S) must:
a) Check each smoke detector in the rented premises on a six-monthly basis to confirm that it is kept entirely operated. These checks are to ensure the safety of the TENANT(S) and the security to the rented premises as the duty of care.
b) Immediately notify the OWNER/AGENT of any faulty smoke detector and confirm this advice to the OWNER/AGENT in writing on the same day.

3.36 The TENANT(S) agrees that the person or persons who sign the Tenancy Agreement together with their dependent children are to be the ONLY occupants of the rented premises.

3.37 The TENANT(S) agrees:
a) Payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) Rent will be paid up to **three (3)** days prior to the TENANT(S) due date, as monies take three business days to clear into the trust account.
c) EXACT rent payments in full are to be tendered with the correct Tenant's Reference as provided.
d) Receipts will not be sent in the mail unless specifically requested.
e) If the TENANT(S) fail to make a rent payment under the terms of this agreement on the due date for payment and the OWNER and/or the OWNER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the TENANT(S) will reimburse the OWNER and/or the OWNER'S AGENT the full amount of those fees and/or charges on demand.
f) In accordance with the *Residential Tenancies Act 1997*, any costs incurred by the AGENT to retrieve rent arrears will be met by the TENANT(S).

3.38 For the purpose of clause 3.37 – point E and F, the fees and/or charges includes additional interest (if any) paid or payable by the OWNER and/or OWNER'S AGENT to an authorised deposit-taking institution, financier, service provider, or contractor.
*"Authorised deposit-taking institution"* has the same meaning as in the *Banking Act 1959 (Cth)*.

3.39 In accordance with the *Residential Tenancies Act 1997*, if the TENANT(S) changes the locks at the premises, the TENANT(S) agrees to provide a duplicate key to the AGENT immediately. The TENANT(S) is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 3.24.

3.40 The TENANT(S) hereby agrees to be responsible for all breakages at the rented premises whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.41 The TENANT(S) agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.42 The TENANT(S) agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the rented premises occupied. Parking on any lawn areas is NOT permitted.

3.43 The TENANT(S) agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the rented premises are those nominated on the Tenancy Application Form and that the TENANT(S) will make a written application to the AGENT in the event that any increase is required.

3.44 The TENANT(S) agrees to take all reasonable steps to ensure that the rented premises are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the TENANT(S), all costs incurred, including fumigation, will be payable by the TENANT(S).

3.45 Should the TENANT(S) finds it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) Immediately inform their property manager in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) Reimburse the OWNER all advertising costs incurred in obtaining a new tenant; and
c) If the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the TENANT(S) agrees to pay a one-week rent fee for the opportunity cost of the OWNER.

3.46 Should the TENANT(S) finds it necessary to vacate the rented premises prior to the expiry date of the lease, she/he will:
a) Immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the rented premises;
b) Reimburse the OWNER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new tenant, and rental tenancy database reference check on new applicants;
c) Continue maintaining the said rented premises, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
d) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.47 The TENANT(S) hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The TENANT(S) hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.48 The TENANT(S) acknowledges that he/she is responsible for arranging private contents insurance (and or tenant insurance), as the OWNER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.35 accordingly.

3.49 The TENANT(S) agrees to inform the agent in writing prior to any tenant transfers and or changes taking place. The TENANT(S) understands and agrees that each ingoing tenant must complete an application form and supporting documents as required and must be approved by the OWNER, prior to the tenant transfer taking place. The *ingoing* and or *outgoing* tenants agree to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the OWNER's cost as stated in clause 2.5) once the tenant transfer is approved. The TENANT further agrees to ensure all documentation formalising the tenant transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
*The transfer will take in place until the new Agreement is binding and unconditional.*

3.50 The TENANT(S) acknowledges that ALL requests for maintenance to the rented premises, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.51 No consent or waiver of any breach by the TENANT(S) of the TENANT(S)' obligations under the *Residential Tenancies Act 1997* shall prevent the OWNER from subsequently enforcing any of the provisions of this Agreement.

3.52 The TENANT(S) acknowledges that the rented premises are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.53 This Agreement may be amended only by an Agreement in writing signed by the OWNER and the TENANT(S).

**Please return the signed Residential Tenancy Agreement to:**

**XYNERGY REALTY OAKLEIGH**
**19 Station Street, Oakleigh, VIC 3166**

**XYNERGY REALTY Residential Tenancy Agreement - Schedule A**
***Residential Tenancies Act* 1997 – *Section 26***
***Residential Tenancies Regulations 2019 Regulation 8 – Schedule 1 Form 1***

| | | |
|---|---|---|
| OWNER | Name: | **Andrew Stavrou & Theodota Stavrou** |
| AGENT | Name: | **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh** |
| | Business Address: | **19 Station Street, Oakleigh, VIC 3166** |
| | Telephone: | **(03) 9017 5881** |
| | Email: | **rental.oakleigh@xynergy.com.au** |
| | ABN: | **92 429 507 215** |
| TENANT(S) | Name: | **Daniel Kipruto Rop** |
| | Email: | **ropkdaniel@gmail.com** |
| RENTED PREMISES Address | | **A207/59 Autumn Terrace, CLAYTON SOUTH, VIC, 3169** |
| RENT | | **$1,434.00** Per Month<br>Payable on the **9th** of each month |

BOND
The TENANT(S) must pay the bond amount specified below. The TENANT(S) must transfer the bond monies to the AGENT'S Trust Account on or before the Commencement Date. In accordance with the *Residential Tenancies Act 1997,* the OWNER/AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within ten business days after receiving the bond. If the TENANT(S) does not receive a Bond Receipt from the RTBA within 15 business days of handing over the bond money, they should contact the RTBA by either calling 1300 13 71 64 OR emailing rtba@justice.vic.gov.au
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Bond Amount: **$1,434.00**

PERIOD: **12 Months**

Fixed Period ☑ - *The period of the Agreement*
Commences on: **10/07/2020** Ends on**: 9/07/2021**
Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

URGENT REPAIRS
The Owner authorises the Agent to undertake urgent repairs in accordance with the *Residential Tenancies Act 1997* up to $1,800 (plus GST).

SIGNATURES

OWNER
*Signature of AGENT on behalf of the OWNER* *Name:* ***Kelvin Xiao*** Kelvin Xiao (Jul 6, 2020 22:43 GMT+10) *Date:* Jul 6, 2020

TENANT(S)
*Signature of TENANT* *Name:* ***Daniel Kipruto Rop*** Daniel Rop (Jul 6, 2020 21:40 GMT+10) *Date:* Jul 6, 2020

*Prepared on: 6 July 2020*

# PT1043_RTA(10.7.20-9.7.21)

Final Audit Report 2020-07-06

| | |
|---|---|
| Created: | 2020-07-06 |
| By: | Xynergy Realty (rental.oakleigh@xynergy.com.au) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfPa3l7cshzblRhfnUpD2NvYUZixnUsp0 |

## "PT1043_RTA(10.7.20-9.7.21)" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
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Document emailed to Daniel Rop (ropkdaniel@gmail.com) for signature
2020-07-06 - 6:49:43 AM GMT

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Document e-signed by Daniel Rop (ropkdaniel@gmail.com)
Signature Date: 2020-07-06 - 11:40:53 AM GMT - Time Source: server- IP address: 114.72.41.26- Signature captured from device with phone number XXXXXXX2091

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Email viewed by Kelvin Xiao (kelvin@xynergy.com.au)
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Signature Date: 2020-07-06 - 12:43:46 PM GMT - Time Source: server- IP address: 124.182.8.248

Signed document emailed to Xynergy Realty (rental.oakleigh@xynergy.com.au), Kelvin Xiao (kelvin@xynergy.com.au), Daniel Rop (ropkdaniel@gmail.com), and leasing4@xynergy.com.au
2020-07-06 - 12:43:46 PM GMT

# RESIDENTIAL TENANCIES ACT 1997
# CONDITIONS OF AGREEMENT

Ver.6.2.1 OA/1219

1. GENERAL CONDITION

This form is the written record of your Tenancy Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the OWNER/AGENT and TENANT(S) must complete an Entry Condition Report, and both keep a copy for their records. TENANT(S) must return the **Entry Condition Report within 3 (three) business days**; beyond that TENANT(S) agreed and accepted the condition of the rented premises as on the Entry Condition Report.

1.1. RENTED PREMISES AND RENT

The OWNER lets the TENANT(S) of the RENTED PREMISES specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the date specified in Schedule A and payable by the TENANT(S) to the party specified in Schedule A.

1.2. BOND

The TENANT(S) shall pay a BOND of the amount specified in Schedule A to the OWNER/AGENT on or before the signing of this Agreement. In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the BOND with the Residential Tenancies Authority within ten business days after receiving the BOND. If the TENANT(S) does not receive a bond receipt from the Residential Tenancies Bond Authority (RTBA) within 15 business days of handing over the bond month, TENANT(S) should contact the RTBA on 1300 13 71 64.

1.3. FIXED TERM TENANCY

The term of this Agreement must be as specified in Schedule A. COMMENCING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

OR

PERIODIC TENANCY

The Agreement must commence on the date specified in Schedule A and continue until terminated in accordance with the *Residential Tenancies Act 1997.*

1.4. CONSENT TO ELECTRONIC SERVICE

a) Express Consent

The OWNER and the TENANT(S) consent to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8 at the email address specified in Schedule A.

b) Inferred Consent

The OWNER or the TENANT(S) must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications if the OWNER or the TENANT(S) has not consented to electronic service.

c) Change of Electronic Address

The OWNER or the TENANT(S) must immediately give notice in writing to the other party if the email address for electronic service specified in Schedule A changes.

d) Withdrawal of Consent

1. The OWNER or the TENANT(S) may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic communication.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. CONDITION OF THE PREMISES

The OWNER must ensure that the premises are maintained in good repair. If the OWNER owns or controls the common areas relating to those premises, the OWNER must take reasonable steps to ensure that the common areas are maintained in good repair.

2.1. DAMAGE TO THE PREMISES

a) The TENANT(S) must ensure that care is taken to avoid any damages to the rented premises.
b) The TENANT(S) must take reasonable care to avoid damaging the rented premises and any common areas.
c) The TENANT(S) who becomes aware of damage to the rented premises must give notice to the OWNER of *any* damage to the premises as soon as practicable.

2.2. CLEANLINESS OF THE PREMISES

a) The OWNER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT(S) is to enter into occupation of the premises.

b) The TENANT(S) must keep the premises in a reasonably clean condition during the period of Agreement.

2.3. USE OF PREMISES
a) The TENANT(S) must not use or allow the premises to be used for any illegal purpose.
b) The TENANT(S) must not use or allow the AGENT to be used in such a manner that causes a nuisance or interfere with the reasonable peace, comfort or privacy of any occupant(s) of neighbouring premises.

2.4. QUIET ENJOYMENT
The OWNER must take all reasonable steps to make sure that the TENANT(S) has quiet enjoyment of the premises.

2.5. ASSIGNMENT OR SUB-LETTING
a) The TENANT(S) must NOT assign or sub-let the whole or any part of the premises without the consent of the OWNER. The OWNER'S consent must not be unreasonably withheld.
b) The OWNER must not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the OWNER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.49 in order to transfer a tenant within an existing agreement that has more than three months expiration term.

3. *RESIDENTIAL TENANCIES ACT 1997*
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party (Note: reference should be made to the *Residential Tenancies Act 1997* for further Rights and Duties). ADDITIONAL TERM(S) which do not take away the rights and duties included in the *Residential Tenancies Act 1997* may be set out in this Section. Moreover, additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria).

3.1. The TENANT(S) shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The TENANT(S) shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The TENANT(S) shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the TENANT(S) shall pay the OWNER all increased premiums and any other expenses incurred as a consequence of this term.

3.4. The TENANT(S) agrees to pay the OWNER any excess amount or any additional premium charged by the OWNER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises where the damage has been caused by the TENANT(S), or by anyone on the premises with the consent of TENANT(S).

3.5. The TENANT(S) shall indemnify the OWNER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT(S) or anyone on the rented premises with the consent of the TENANT(S). Without limiting the generality of the foregoing, the TENANT(S) shall indemnify the OWNER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the TENANT(S), or by anyone on the rented premises with the consent of the TENANT(S).

3.6. The TENANT(S) shall be liable for the cost of repairing the damage they caused, and OWNER shall give the TENANT(S) a repair notice for the damage caused by TENANT(S) to the rented premises.

3.7 The TENANT(S) shall notify the OWNER or AGENT immediately upon becoming aware of any defects in the rented premises or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.8 The TENANT(S) shall indemnify the OWNER against all liabilities in respect of injury or damage to any third person or the third party to the rented premises arising from any conduct, act, or omission by the TENANT(S), or the TENANT(S)'S servants, agents and/or invitees.

3.9 The TENANT(S) shall not paint, or affix any sign, or any antenna onto the rented premises, or any installation of National Broadband Network, or affix any nail, screw, fastening, or adhesive to the interior of the rented premises without the prior written consent of the OWNER or AGENT. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.10 The TENANT(S) acknowledges that it is the TENANT(S)' responsibility upon the termination of the Agreement to deliver the keys of the rented premises held by the TENANT(S) to the AGENT'S office in person, and that rent on the rented premises is payable until the keys are delivered.

3.11 The TENANT(S) shall obtain OWNER consent to make any modifications to the rented premises. TENANT(S) will remain responsible for restoring any changes made to the rented premises and will be able to lodge a restoration bond to cover the future removal of the fixture. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.12 The TENANT(S) must not grant a license or part with occupation of the rented premises, or a part of the rented premises to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the OWNER prior written consent which, if given, may be subject to reasonable conditions.

3.13 The TENANT(S) shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.14 The TENANT(S) shall obtain the OWNER's consent to keep ANY pet.

3.15 The TENANT(S) shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT(S) for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.16 The TENANT(S) shall not hang any clothes outside the rented premises other than where provision for the hanging of clothes has been provided.

3.17 The TENANT(S) shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the rented premises.

3.18 The TENANT(S) acknowledges and agrees that there will be NO SMOKING inside the rented premises during the term of the tenancy.

3.19 The TENANT(S) shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.20 The TENANT(S) acknowledges that no promise representations, warranties or undertakings have been given by the OWNER or AGENT in relation to the suitability of the rented premises for the TENANT(S)' purposes or in respect of the furnishings or fittings of the rented premises other than as provided herein.

3.21 The TENANT(S) agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the rented premises and the common property provided that the TENANT(S) shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the OWNER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.22 In accordance with the provisions of Section 44 of the *Residential Tenancies Act 1997*, the OWNER may from time to time and at any time, other than within the term specified in the Schedule A as the fixed term increase the rent by giving the TENANT(S) at least 60 days' notice of the increase.

3.23 The TENANT(S) shall at the TENANT(S)' expenses replace all lighting tubes, globes, and batteries to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.24 The TENANT(S) agrees to pay the administration fee *(non-reimbursable)* as on clause 3.25 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.10.

3.25 The TENANT(S) agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the tenants' transfer processing fee on the clause 3.49.

3.26 The TENANT(S) agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the rented premises in accordance with the water restrictions *if applicable to the rented premises*.

3.27 The TENANT(S) in the occupation of the rented premises is changed during the term of the tenancy, the TENANT(S) must as soon as practicable notify the OWNER or AGENT in writing and comply with clause 2.5.

3.28 The TENANT(S) assign the tenancy or sub-let in contrary to clause 2.5, or the TENANT(S) abandon the rented premises, the TENANT(S) may be required to reimburse the OWNER's letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new tenant and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
c) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.29 The TENANT(S)' obligation to pay the OWNER's re-letting expenses is dependent upon the OWNER taking reasonable steps to mitigate any loss arising from the TENANT(S) default or due to the event on clause 3.27.

3.30 If the TENANT(S) wishes to vacate the rented premises at the expiration of this Agreement, the TENANT(S) shall give the OWNER or AGENT a written notice of the TENANT(S)' intention to vacate 28 days prior to the expiration of the Agreement.

3.31 If the TENANT(S) remains in occupation of the rented premises after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the TENANT(S) must give written notice of the TENANT(S)' intention to vacate the rented premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT(S) gives notice.

3.32 The TENANT(S) shall allow the OWNER or AGENT to put on the rented premises a notice *'to let'* during the last month of the term of this Agreement. The TENANT(S) shall also allow the OWNER or the OWNER'S AGENT to put on the rented premises a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the rented premises by the OWNER or the OWNER'S AGENT to present the rented premises to prospective purchasers or TENANT(S) upon 24 hours notice or by Agreement with the TENANT(S) and the OWNER or the OWNER'S AGENT.

3.33 The TENANT(S) acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The TENANT(S) further acknowledges that failure to abide by this section of the Act renders the TENANT(S) liable to a penalty as stated on the Act.

3.34 The TENANT(S) agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises including common property. The TENANT(S) also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the rented premises or the land or common property on which it is situated to their original condition forthwith.

3.35 The TENANT(S) must:
a) Check each smoke detector in the rented premises on a six-monthly basis to confirm that it is kept entirely operated. These checks are to ensure the safety of the TENANT(S) and the security to the rented premises as the duty of care.
b) Immediately notify the OWNER/AGENT of any faulty smoke detector and confirm this advice to the OWNER/AGENT in writing on the same day.

3.36 The TENANT(S) agrees that the person or persons who sign the Tenancy Agreement together with their dependent children are to be the ONLY occupants of the rented premises.

3.37 The TENANT(S) agrees:
a) Payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) Rent will be paid up to **three (3)** days prior to the TENANT(S) due date, as monies take three business days to clear into the trust account.
c) EXACT rent payments in full are to be tendered with the correct Tenant's Reference as provided.
d) Receipts will not be sent in the mail unless specifically requested.
e) If the TENANT(S) fail to make a rent payment under the terms of this agreement on the due date for payment and the OWNER and/or the OWNER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the TENANT(S) will reimburse the OWNER and/or the OWNER'S AGENT the full amount of those fees and/or charges on demand.
f) In accordance with the *Residential Tenancies Act 1997*, any costs incurred by the AGENT to retrieve rent arrears will be met by the TENANT(S).

3.38 For the purpose of clause 3.37 – point E and F, the fees and/or charges includes additional interest (if any) paid or payable by the OWNER and/or OWNER'S AGENT to an authorised deposit-taking institution, financier, service provider, or contractor.
*"Authorised deposit-taking institution"* has the same meaning as in the *Banking Act 1959 (Cth)*.

3.39 In accordance with the *Residential Tenancies Act 1997*, if the TENANT(S) changes the locks at the premises, the TENANT(S) agrees to provide a duplicate key to the AGENT immediately. The TENANT(S) is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 3.24.

3.40 The TENANT(S) hereby agrees to be responsible for all breakages at the rented premises whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.41 The TENANT(S) agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.42 The TENANT(S) agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the rented premises occupied. Parking on any lawn areas is NOT permitted.

3.43 The TENANT(S) agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the rented premises are those nominated on the Tenancy Application Form and that the TENANT(S) will make a written application to the AGENT in the event that any increase is required.

3.44 The TENANT(S) agrees to take all reasonable steps to ensure that the rented premises are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the TENANT(S), all costs incurred, including fumigation, will be payable by the TENANT(S).

3.45 Should the TENANT(S) finds it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) Immediately inform their property manager in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) Reimburse the OWNER all advertising costs incurred in obtaining a new tenant; and
c) If the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the TENANT(S) agrees to pay a one-week rent fee for the opportunity cost of the OWNER.

3.46 Should the TENANT(S) finds it necessary to vacate the rented premises prior to the expiry date of the lease, she/he will:
a) Immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the rented premises;
b) Reimburse the OWNER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new tenant, and rental tenancy database reference check on new applicants;
c) Continue maintaining the said rented premises, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
d) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.47 The TENANT(S) hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The TENANT(S) hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.48 The TENANT(S) acknowledges that he/she is responsible for arranging private contents insurance (and or tenant insurance), as the OWNER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.35 accordingly.

3.49 The TENANT(S) agrees to inform the agent in writing prior to any tenant transfers and or changes taking place. The TENANT(S) understands and agrees that each ingoing tenant must complete an application form and supporting documents as required and must be approved by the OWNER, prior to the tenant transfer taking place. The *ingoing* and or *outgoing* tenants agree to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the OWNER's cost as stated in clause 2.5) once the tenant transfer is approved. The TENANT further agrees to ensure all documentation formalising the tenant transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
*The transfer will take in place until the new Agreement is binding and unconditional.*

3.50 The TENANT(S) acknowledges that ALL requests for maintenance to the rented premises, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.51 No consent or waiver of any breach by the TENANT(S) of the TENANT(S)' obligations under the *Residential Tenancies Act 1997* shall prevent the OWNER from subsequently enforcing any of the provisions of this Agreement.

3.52 The TENANT(S) acknowledges that the rented premises are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.53 This Agreement may be amended only by an Agreement in writing signed by the OWNER and the TENANT(S).

**Please return the signed Residential Tenancy Agreement to:**

**XYNERGY REALTY OAKLEIGH**
**19 Station Street, Oakleigh, VIC 3166**

**XYNERGY REALTY Residential Tenancy Agreement - Schedule A**
***Residential Tenancies Act* 1997 – *Section 26***
***Residential Tenancies Regulations 2019 Regulation 8 – Schedule 1 Form 1***

| | | |
|---|---|---|
| OWNER | Name: | **Andrew Stavrou & Theodota Stavrou** |
| AGENT | Name: | **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh** |
| | Business Address: | **19 Station Street, Oakleigh, VIC 3166** |
| | Telephone: | **(03) 9017 5881** |
| | Email: | **rental.oakleigh@xynergy.com.au** |
| | ABN: | **92 429 507 215** |
| TENANT(S) | Name: | **Daniel Kipruto Rop** |
| | Email: | **ropkdaniel@gmail.com** |
| RENTED PREMISES Address | | **A207/59 Autumn Terrace, CLAYTON SOUTH, VIC, 3169** |
| RENT | | **$1,434.00** Per Month<br>Payable on the **9th** of each month |

BOND
The TENANT(S) must pay the bond amount specified below. The TENANT(S) must transfer the bond monies to the AGENT'S Trust Account on or before the Commencement Date. In accordance with the *Residential Tenancies Act 1997,* the OWNER/AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within ten business days after receiving the bond. If the TENANT(S) does not receive a Bond Receipt from the RTBA within 15 business days of handing over the bond money, they should contact the RTBA by either calling 1300 13 71 64 OR emailing rtba@justice.vic.gov.au
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Bond Amount: **$1,434.00**

PERIOD: **12 Months**

Fixed Period ☑ - *The period of the Agreement*
Commences on: **10/07/2020** Ends on**: 9/07/2021**
Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

URGENT REPAIRS
The Owner authorises the Agent to undertake urgent repairs in accordance with the *Residential Tenancies Act 1997* up to $1,800 (plus GST).

SIGNATURES

OWNER
*Signature of AGENT on behalf of the OWNER* *Name:* ***Kelvin Xiao*** Kelvin Xiao (Jul 6, 2020 22:43 GMT+10) *Date:* Jul 6, 2020

TENANT(S)
*Signature of TENANT* *Name:* ***Daniel Kipruto Rop*** Daniel Rop (Jul 6, 2020 21:40 GMT+10) *Date:* Jul 6, 2020

*Prepared on: 6 July 2020*

# PT1043_RTA(10.7.20-9.7.21)

Final Audit Report 2020-07-06

| | |
|---|---|
| Created: | 2020-07-06 |
| By: | Xynergy Realty (rental.oakleigh@xynergy.com.au) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfPa3l7cshzblRhfnUpD2NvYUZixnUsp0 |

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