Contract of Sale of Land

Property:

Unit 16, 14 Horizon Drive, Maribyrnong VIC 3032

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:05714

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: **Muliana Bujung and Budy Hariono**

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: Muliana Bujung and Budy Hariono

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: 05714

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	11645	Folio	365	T708	PS 503570D

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 16, 14 Horizon Drive, Maribyrnong VIC 3032

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 be liable for Vendor’s losses including but not limited to:

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

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 16, 14 HORIZON DRIVE, MARIBYRNONG VIC 3032

Vendor's name	Muliana Bujung	Date / /
Vendor's signature	_____	
Vendor's name	Budy Hariono	Date / /
Vendor's signature	_____	

Purchaser's name		Date / /
Purchaser's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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

VOLUME 11645 FOLIO 365 Security no : 124106364709P
Produced 25/05/2023 03:39 PM

LAND DESCRIPTION

Lot T708 on Plan of Subdivision 503570D.
PARENT TITLE Volume 11407 Folio 067
Created by instrument PS503570D Stage 9 07/04/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MULIANA BUJUNG
BUDY HARIONO both of JALAN PALAU GENTENG V BLOCK Q6 NO 39 TAMAN PERMATA BUANA WEST JAKARATA 11610
AN053486M 29/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN053487K 29/08/2016
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB350460E 17/06/2002

DIAGRAM LOCATION

SEE PS503570D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 16 14 HORIZON DRIVE MARIBYRNONG VIC 3032

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION 1 PLAN NO. PS503570D

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE NO.

LRS use only
EDITION 17

Plan Number
PS 503570D

Location of Land

Parish: CUT PAW PAW

Township: —

Section: 21

Crown Allotment: 6(PART) & 7(PART)

Crown Portion:

Title Reference: VOL 10670 FOL 146

Last Plan Reference: PS439642K LOT 2

Postal Address: WARRS ROAD
(at time of subdivision) MARIBYRNONG 3032

AMG Co-ordinates (of approx centre of land in plan): E 314 300 N 5 816 900 ZONE 55

Council Certification and Endorsement

Council Name: CITY OF MARIBYRNONG Ref: TP. 03/0089

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

2 ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~

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

OPEN SPACE

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

(ii) The requirement has been satisfied

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

Council Delegate
~~Council Seal~~

Date 27/ 06 / 03

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

~~Council Delegate~~
~~Council Seal~~

Date / /

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Vesting of Roads and / or Reserves

Identifier	Council/Body/Person
R-1	CITY OF MARIBYRNONG
R-3	CITY OF MARIBYRNONG

LOTS NUMBERS 1 TO 88, 111 TO 200, 211 TO 303, 311 TO 400, 402, 434, 411 TO 500, A1 TO A100, A105 TO A203, A209 TO A300, A309 TO A400, A405 TO A500, B1 TO B100, B105 TO B200, B205 TO B350, B408 TO B450, T1 TO T100, T107 TO T303, T311 TO T400, T411 TO T500, T529 TO T603, T611 TO T700, T731 TO T760 HAVE BEEN OMITTED FROM THIS PLAN

LOTS A202, T101 TO T122, T701 TO T753 COMPRISE 1 PART.
LOTS 101, 109, 233, 234, 209, 301, 304, 305, 313, 401 402, 405, 438 409, 410, 501, 502, 503, B101 TO B104, T117 TO T126, T552, T303, T305 TO T311, T402, T403, T405 TO T411, T702, T753, T755 TO T760, T1002, T1009, T1005 TO T1010 & 571 COMPRISE 2 PARTS.
LOTS B1 & B2 ARE N/A PARTS.
ALL OTHER LOTS COMPRISE 3 PARTS.

BUILDING LEVELS SHOWN THUS R.L. 22.72 AHD TO AHD. LEVEL DATUM POINT USED WAS CUT PAW PAW PM386 & PM882E OF R.L. 36.015 ON 20/12/2001

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
For details of Owners Corporation(s) including purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation schedule, if applicable

Notations

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

Depth Limitation: DOES NOT APPLY

ALL EXTERNAL STRUCTURAL COLUMNS, WALLS & SLABS ARE CONTAINED IN C.P. No.1

ALL INTERNAL STRUCTURAL COLUMNS, WALLS SLABS & BEAMS AND ALL INTERNAL SERVICE DUCTS & PIPE SHAFTS IN THE BUILDING KNOWN AS "APARTMENT BUILDING" ARE CONTAINED IN C.P. No.2. THE POSITIONS OF THESE COLUMNS, WALLS, SLABS, BEAMS, DUCTS & SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. (SEE SHEETS 4 TO 9)

ALL INTERNAL STRUCTURAL COLUMNS, WALLS, SLABS & BEAMS AND ALL INTERNAL SERVICE DUCTS & PIPE SHAFTS IN BUILDINGS 1, 3, 5, 9, 10 & 11 ARE CONTAINED IN C.P. No.1. THE POSITIONS OF THESE COLUMNS, WALLS, SLABS, BEAMS, DUCTS & SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN (SEE SHEETS 10 TO 20)

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, ROAD R-1, ROAD R-3, COMMON PROPERTY No.2, COMMON PROPERTY No.3, COMMON PROPERTY No.4 & COMMON PROPERTY No.5.

Survey: This plan is/~~is not~~ based on survey.

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

Easement Information

Legend: E - Encumbering Easement or condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	VOL. 10291 FOL. 050
	DRAINAGE	SEE DIAG.	AL725104	VOL. 10948 FOL. 020 VOL. 10958 FOL. 039
	EASEMENT E-1 IS LIMITED AS TO HEIGHT. SEE SECTION X-X ON SHEET 56			
E-2	POWER LINE	SEE DIAG.	THIS PLAN - SEC. 86 ELECTRICITY INDUSTRY ACT 2000	ALL ELECTRICITY
E-3	DRAINAGE	SEE DIAG.	AK785150F	LOT 2 ON PS439642P
	EASEMENT E-3 IS LIMITED AS TO HEIGHT. SEE SECTION X - X ON SHEET 56			

LRS use only

Statement of Compliance/ Exemption Statement

Received ☐

Date 15 / 07/ 03

THIS IS A LAND USE VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 56 Sheets

Beveridge Williams
development & environment consultants
Melbourne ph: 03 9525 4444

Original Surveyor (PRINT): ANDREW JOHN BOSSE

Signature: ..... Date: 26/06/2003

REF 2069
2069_Compiled_Plan_to_Stage_1.dwg

VERSION COMPILED-11

Date / /
Council Delegate Signature

Original sheet size A3

Produced by LANDATA, timestamp 26/05/2023 14:12 Page 2 of 78

PLAN OF SUBDIVISION

STAGE No.

Plan Number
PS 503570D

NOTATIONS CONTINUED

THE SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY TO PARCELS CREATED IN STAGE 9 (BUILDINGS 5, 7 & 8, LOTS T731 - T732) STAGE 10 (APARTMENT BUILDING 5, LOTS B1, B2 B101 - B107, B201 - B207, B301 - B307, B401 - B407) AND STAGE 11 (APARTMENT BUILDING A, LOTS A101-A108, A201-A208, A301-A308, A401-A408, A501-A506) SEE SHEETS 31 TO 421

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
- EXTERIOR FACE - BOUNDARIES MARKED E
- UNDERSIDE OF ROOF - BOUNDARIES MARKED U
- EDGE OF GROUND FLOOR SLAB - BOUNDARIES MARKED EG
- INTERIOR FACE - ALL OTHER BOUNDARIES
- ..... DENOTES BUILDING STRUCTURE (NON BOUNDARY)

THE UPPER BOUNDARIES OF ANY UNCOVERED OR PARTIALLY UNCOVERED TERRACES/BALCONIES WITHIN BUILDINGS 5, 7 & 8 (LOTS T731 - T732), APARTMENT BUILDING A (LOTS A101 A108, A201 A208, A301 A308, A401 A408, A501 A508) AND APARTMENT BUILDING B (LOTS B1, B2 B101 - B107, B201 - B207, B301 - B307, B401 - B407) ARE DEFINED BY THE PROJECTION OF THE INTERIOR FACE OF THE CEILING OF THE RELEVANT FLOOR LEVEL AT WHICH THE TERRACE/BALCONY IS LOCATED. (SEE SHEETS 21 TO 42)

LOT S10 IS LIMITED AS TO HEIGHT AND DEPTH.

ALL INTERNAL COLUMNS, SLABS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS IN BUILDINGS 5, 7 & 8 ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN IN THE DIAGRAMS CONTAINED HEREIN (SEE SHEETS 21 TO 26)

ALL INTERNAL COLUMNS, SLABS & BEAMS, AND ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS IN THOSE PARTS OF LOTS B1 & B2 SHOWN THUS B1P# (OTHER THAN THE INTERNAL HOT WATER SERVICE CONDUITS) ARE CONTAINED IN COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN (SEE SHEETS 27 TO 28)

ALL INTERNAL COLUMNS, SLABS & BEAMS, AND ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN APARTMENT BUILDING B (OTHER THAN THOSE IN THOSE PARTS OF LOTS B1 & B2 SHOWN THUS B1P# AND THE HOT WATER SERVICE CONDUITS) ARE CONTAINED IN COMMON PROPERTY No.4. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN (SEE SHEETS 27 TO 34)

COMMON PROPERTY No.4 INCLUDES THE STRUCTURE OF THOSE INTERNAL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES IN APARTMENT BUILDING B, OTHER THAN THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES OF THOSE PARTS OF LOTS B1 & B2 SHOWN THUS B1P# WHICH ARE CONTAINED IN COMMON PROPERTY No.1. (SEE SHEETS 27 TO 32)

ALL INTERNAL HOT WATER SERVICE CONDUITS WITHIN APARTMENT BUILDING 6 ARE CONTAINED IN COMMON PROPERTY No.3 (SEE SHEETS 27 TO 34)

ALL INTERNAL COLUMNS, SLABS & BEAMS AND ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS & HOT WATER SERVICE CONDUITS WITHIN APARTMENT BUILDING A ARE CONTAINED IN COMMON PROPERTY No.5. THE POSITIONS OF THESE COLUMNS, SLABS, BEAMS, DUCTS, SHAFTS & CONDUITS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. (SEE SHEETS 35 TO 42)

COMMON PROPERTY No.5 INCLUDES THE STRUCTURE OF THOSE INTERNAL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES IN APARTMENT BUILDING A. (SEE SHEETS 35 TO 42)

DIMENSIONS SHOWN THUS (0.0) ARE RELATED TO THE EXPOSED FACE.

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Beveridge Williams
development & environment consultants
Melbourne ph: 03 9654 8888

LICENSED SURVEYOR
(PRINT)

SIGNATURE DATE

REF 2069 VERSION COMPILED-11

Sheet 2

DATE /

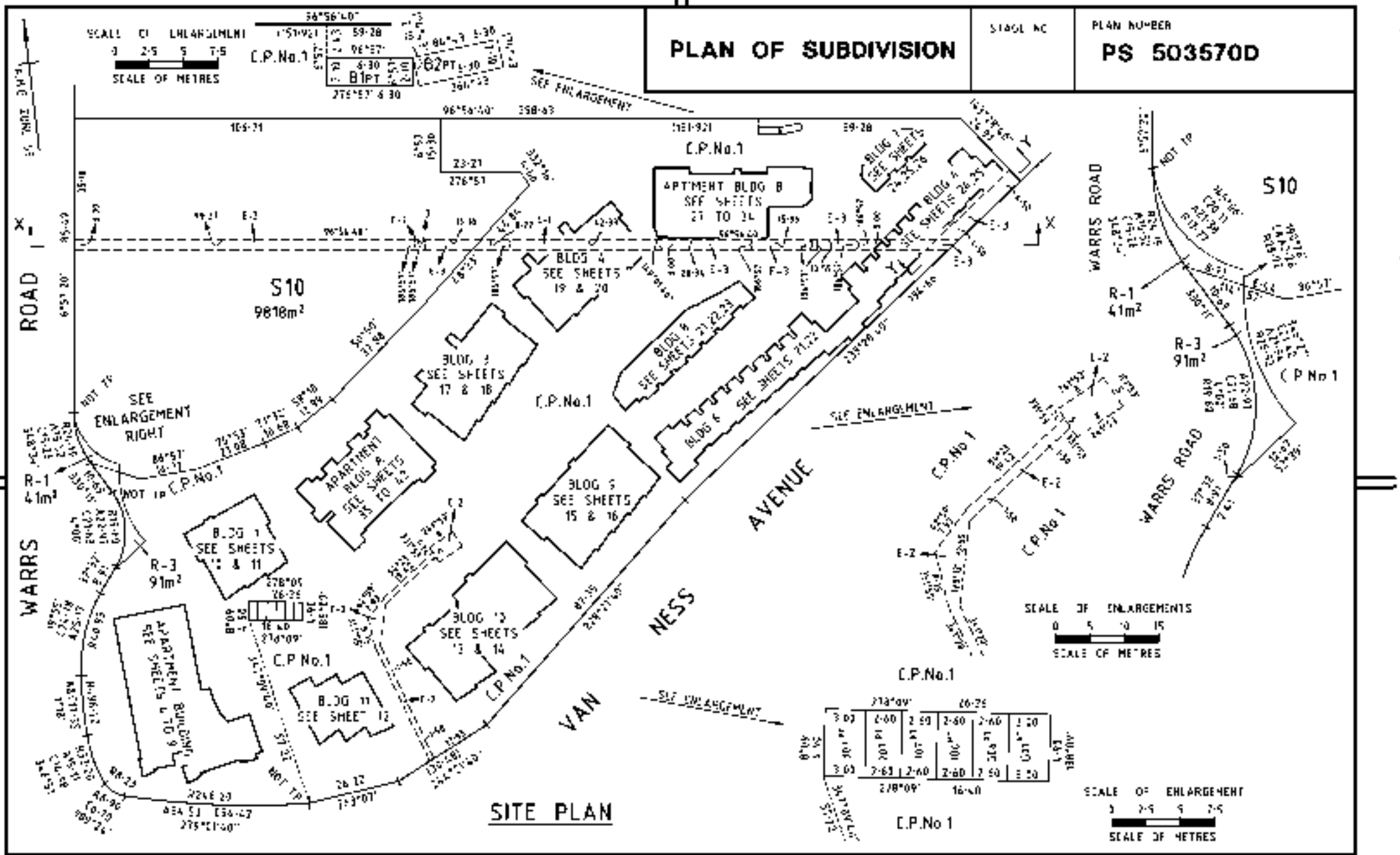
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Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER
PS 503570D



BEVERIDGE WILLIAMS & COPP LTD.
SURVEYORS . ENGINEERS . PLANNERS
ENVIRONMENTAL CONSULTANTS
PO Box 2825 FAIRFIELD JUNCTION 3161 95284444
PO Box 1462 BALLARAT MAIL CENTRE 3354 533·5877
PO Box 191 LEONGATHA 3953 5662·0630
PO Box 128 WONTHAGGI 3995 97·2·305
PO Box 1915 FRANKSTON 3844 9170·0374

SCALE
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LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1000
SHEET SIZE A3

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SIGNATURE
DATE 12/11/2003
REF 2069/2
VERSION COMPILED-11

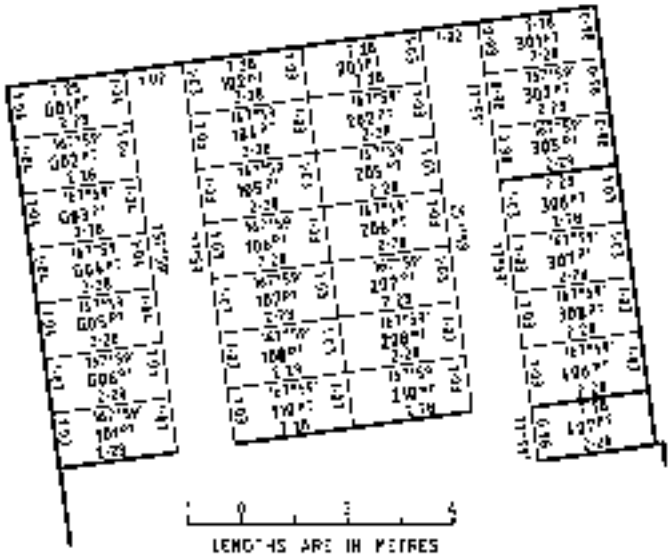
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DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER **PS 503570D**



LENGTHS ARE IN METRES
ENLARGEMENT

AMG ZONE 55

ENLARGEMENT

ENLARGEMENT
NOT TO SCALE

COMMON PROPERTY No.1

COMMON PROPERTY No.2

COMMON PROPERTY No.3

COMMON PROPERTY No.1

APARTMENT BUILDING
BASEMENT

STAIRS

LIFT

BEVERIDGE WILLIAMS & COPITT LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO Box 2205 CALTFIELD JUNCTION 3161 35284444
PO Box 1063 BALLARAT MAIL CENTRE 3350 5331 3877
PO Box 161 LEONGATHA 3953 5622 5630
PO Box 39 WONTHAGGI 3995 5671 1505
PO Box 1316 TRARALGON 3844 5176 5374

SCALE
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ORIGINAL
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SIGNATURE ..... DATE 25/05/2005
REF 2069
VERSION 4

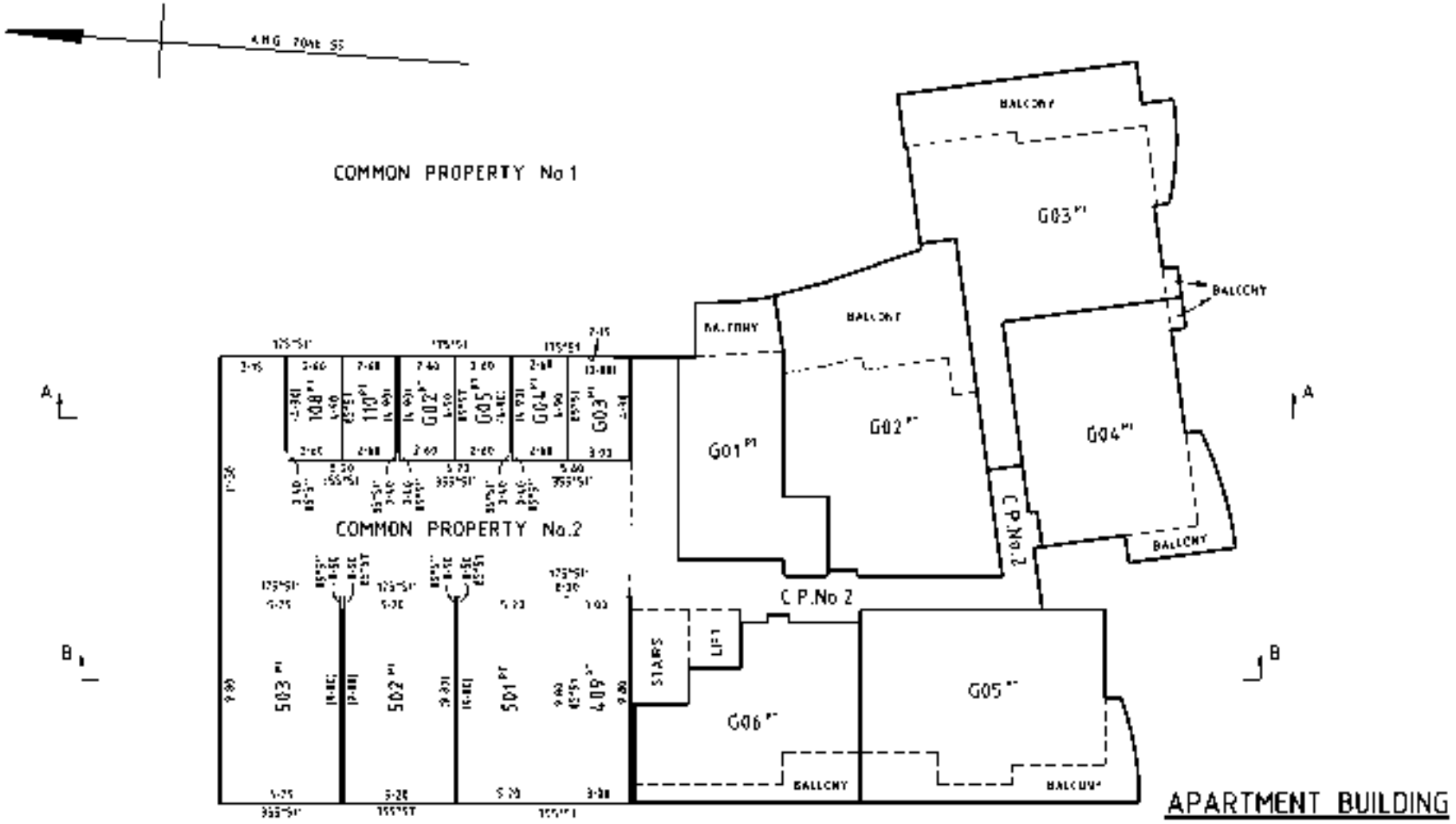
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DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER
PS 503570D



APARTMENT BUILDING
GROUND FLOOR

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 35284444
PO BOX 1061 BALLARAT MAIL CENTRE 3350 53313877
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 139 WONTHAGGI 3995 56721505
PO BOX 1316 TRARALGON 3844 51760374

SCALE
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LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
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SIGNATURE ..... DATE 26/05/2023
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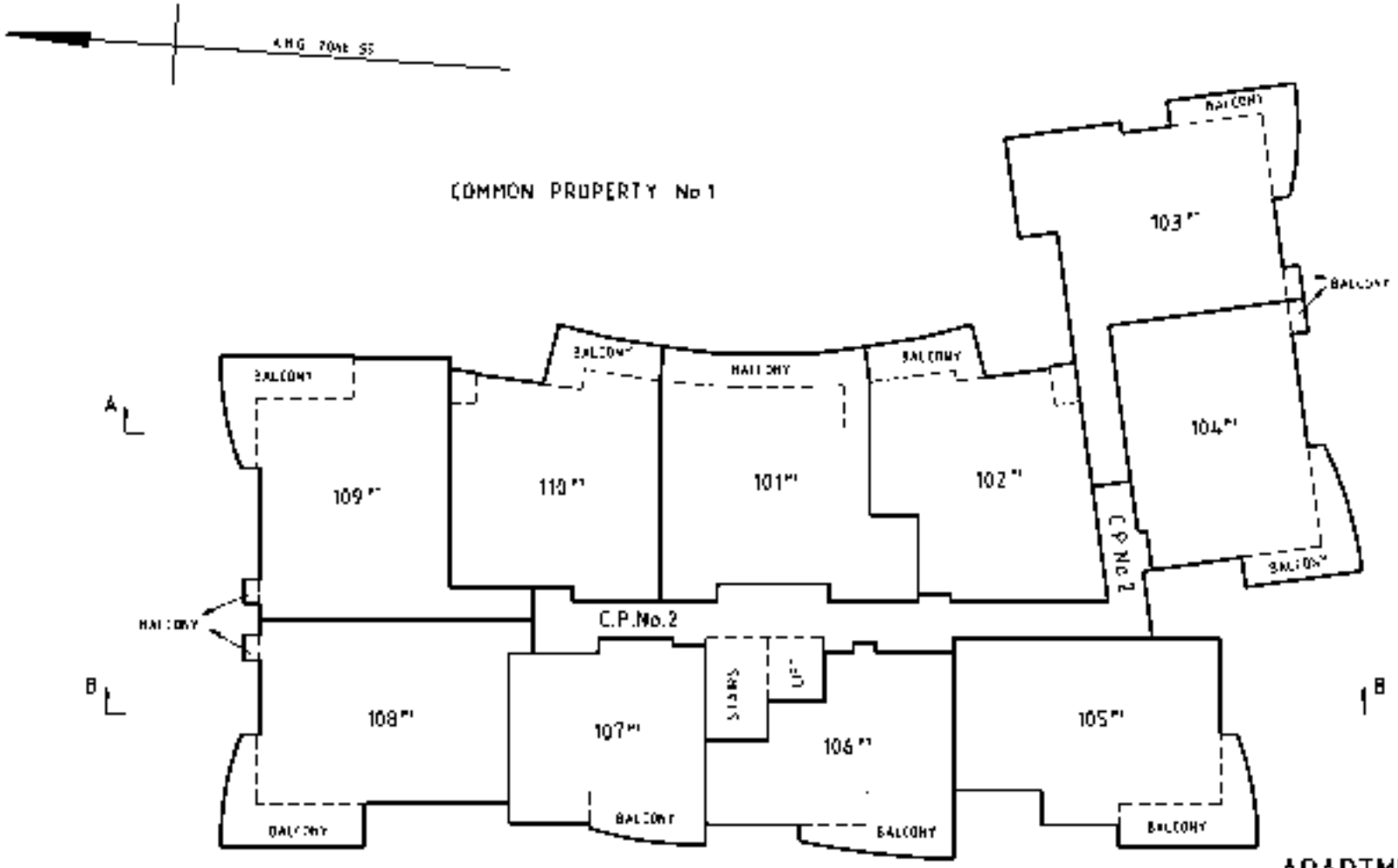
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DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 503570D



APARTMENT BUILDING
FIRST FLOOR

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 35284444
PO BOX 1061 BALLARAT MAIL CENTRE 3354 [illegible]
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 39 WONTHAGGI 3995 [illegible]
PO BOX 1316 TRARALGON 3844 51760374

SCALE
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LENGTHS ARE IN METRES

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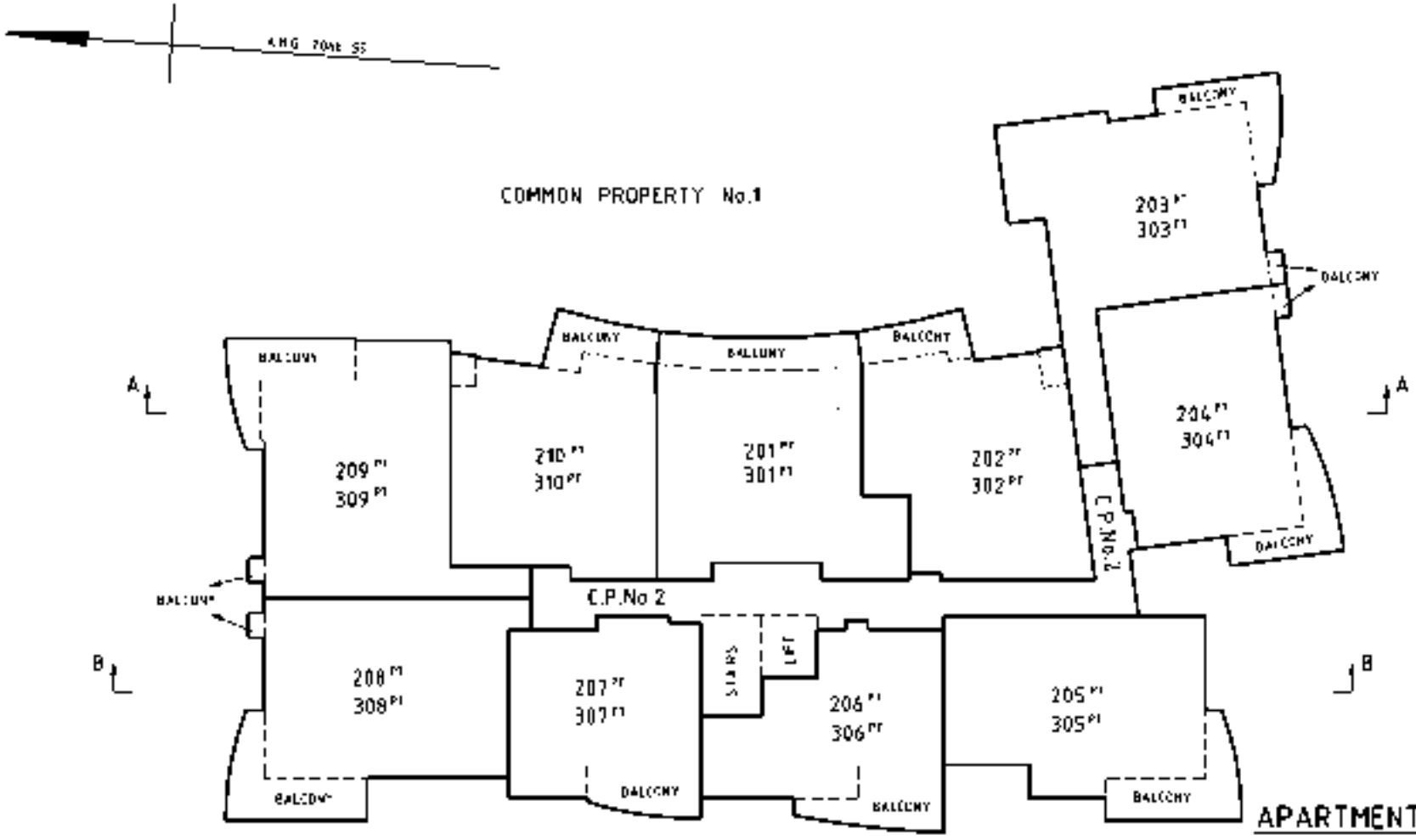
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DATE / /
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PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 503570D



APARTMENT BUILDING SECOND AND THIRD FLOORS

BEVERIDGE WILLIAMS & CO PTY LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1063 BALLARAT MAIL CENTRE 3354 053 1307
PO BOX 161 LONGWARRY 3983 56822630
PO BOX 39 WONTHAGGI 3995 56721505
PO BOX 1316 TRARALGON 3844 51760374

SCALE
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LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE
SIGNATURE ..... DATE 26/06/2023
REF 2069
VERSION 0

SHEET 7 OF 7 SHEETS

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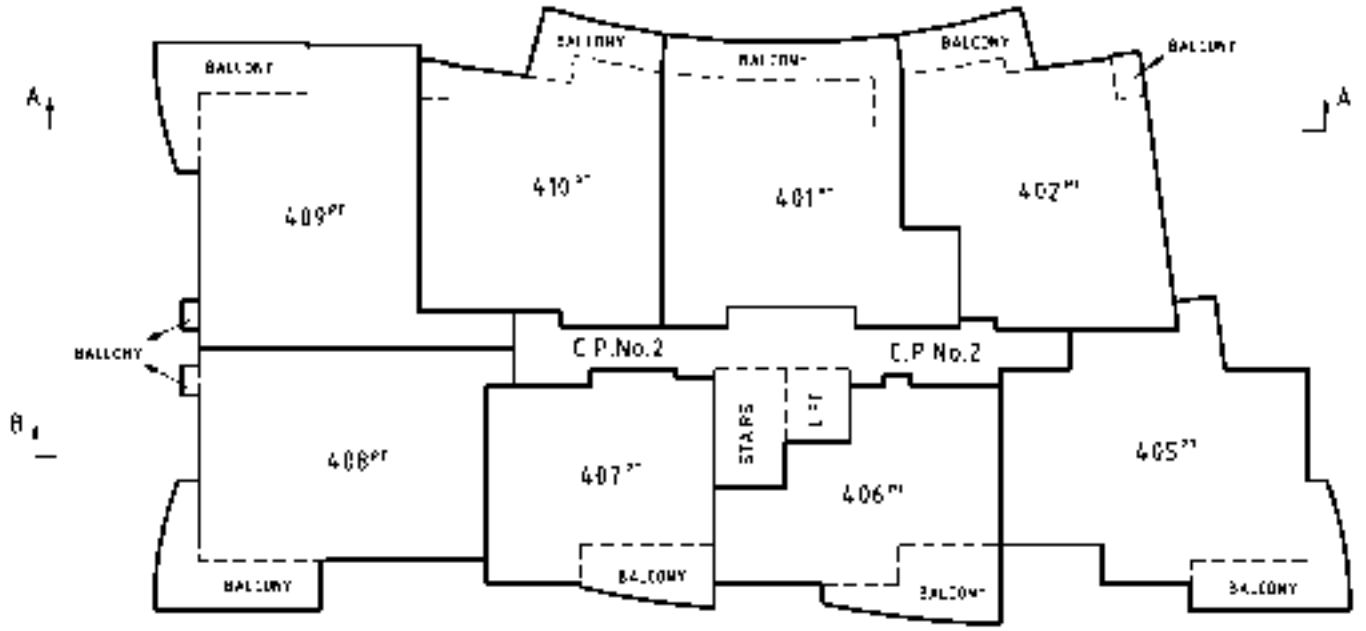
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 503570D

AHD ZONE 55

COMMON PROPERTY No.1



COMMON PROPERTY No.1

APARTMENT BUILDING
FOURTH FLOOR

BEVERIDGE WILLIAMS & COPITT LTD.
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2065 CALDFIELD JUNCTION 3161 35284444
PO BOX 1063 BALLARAT MAIL CENTRE 3354 5331377
PO BOX 161 LEONGATHA 3953 5622630
PO BOX 39 WONTHAGGI 3995 5671905
PO BOX 1316 TRARALGON 3844 5176374

SCALE
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LENGTHS ARE IN METRES

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SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE
SIGNATURE ..... DATE 28/05/2019
REF 2069
VERSION 4

SHEET 8 OF 8
DATE / /
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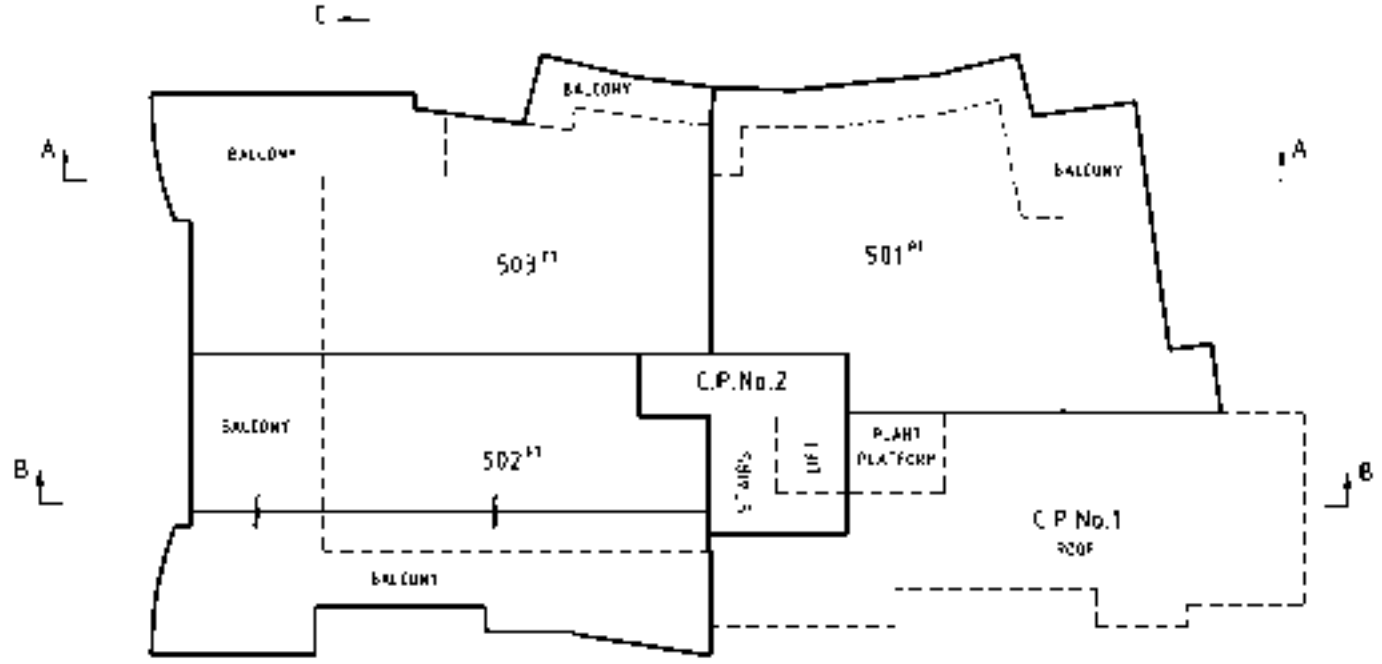
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 503570D

AMG ZONE 55

COMMON PROPERTY No.1



COMMON PROPERTY No.1

APARTMENT BUILDING
FIFTH FLOOR

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS . ENGINEERS PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1061 BALLARAT MAIL CENTRE 3354 [illegible]
PO BOX 161 LEONGATHA 3953 56522630
PO BOX 39 WONTHAGGI 3995 [illegible]
PO BOX 1316 TRARALGON 3844 51760374

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SIGNATURE ..... DATE 25/03/2009
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VERSION 4

SHEET 9

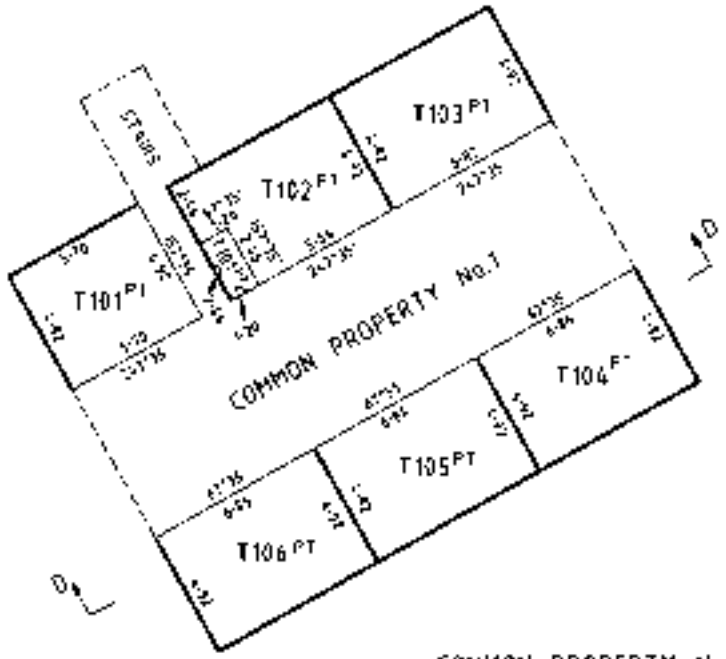
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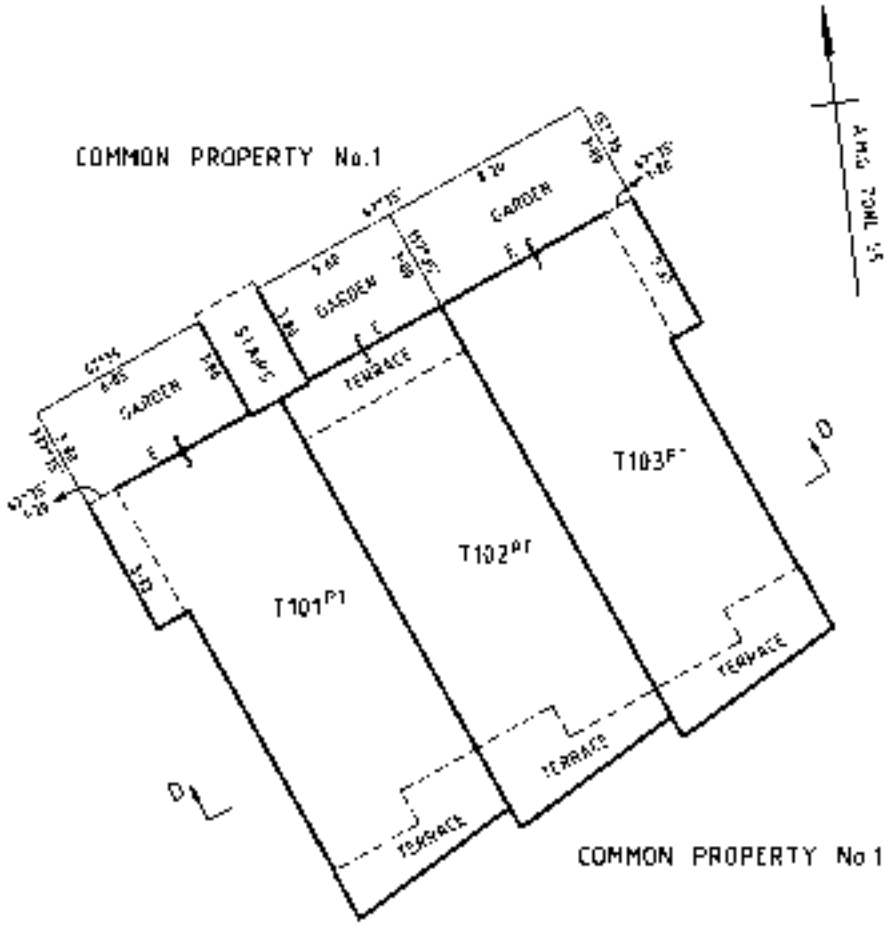
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PLAN NUMBER

PS 503570D



BUILDING 1: BASEMENT LEVEL



BUILDING 1: GROUND FLOOR

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1063 BALLARAT MAIL CENTRE 3350 53313077
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 139 WONTHAGGI 3995 56721905
PO BOX 1316 TRARALGON 3844 51760374

SCALE

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LENGTHS ARE IN METRES

ORIGINAL

SCALE: 1:200

SHEET SIZE: A3

LICENSED SURVEYOR (PRINT): ANDREW JOHN BUSSE

SIGNATURE: .....

DATE: 12/11/2013

REF: 2069/2

VERSION: 4

SHEET: 10

DATE: / /

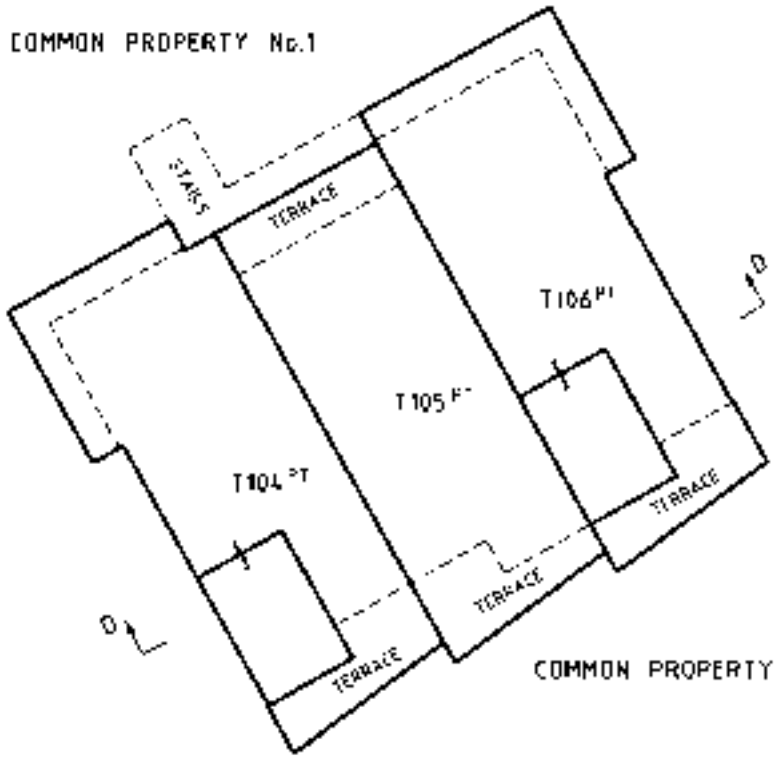
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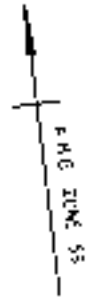
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

PS 503570D





BUILDING 1: FIRST FLOOR

BEVERIDGE WILLIAMS & COPELAND
ACN 006 137 235 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2065 CALDFIELD JUNCTION 3161 35284444
PO BOX 1063 BALLARAT MAIL CENTRE 3354 5331 3877
PO BOX 161 LEONGATHA 3953 5622 5630
PO BOX 739 WONTHAGGI 3995 5671 1505
PO BOX 1316 TRARALGON 3844 5176 5374

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LENGTHS ARE IN METRES

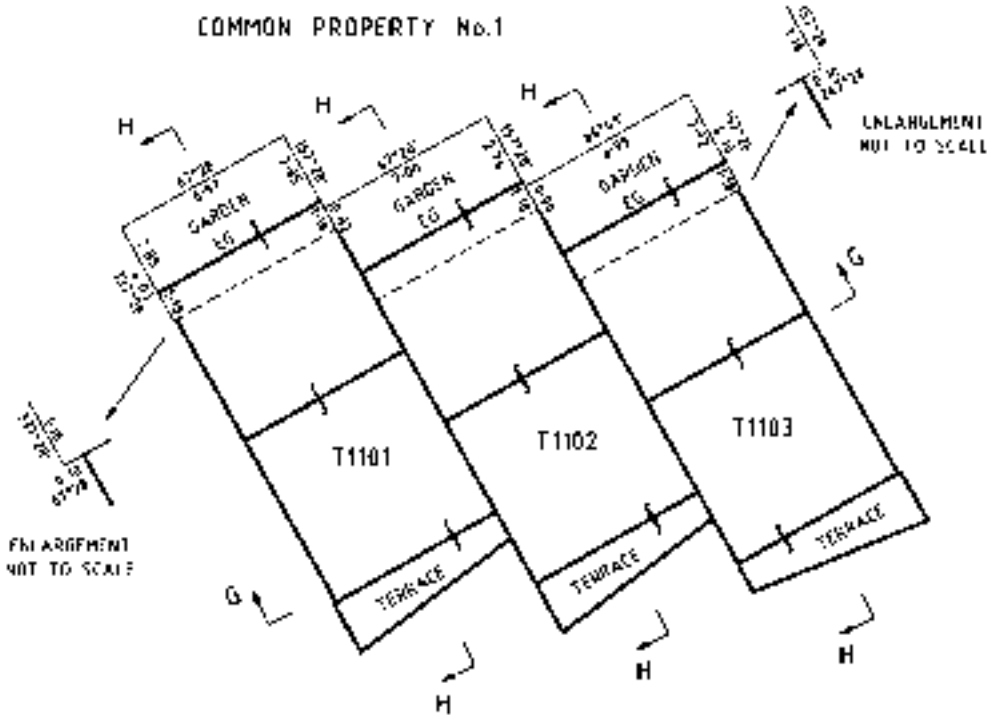
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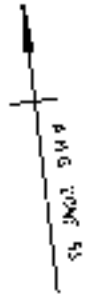
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SIGNATURE ..... DATE 12/11/2013
REF 2069/2 VERSION 4

SHEET 11

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE NO.	PLAN NUMBER PS 503570D





BUILDING 11: BASEMENT LEVEL, GROUND & FIRST FLOORS

BEVERIDGE WILLIAMS & COPELAND ACN 006 197 285 ABN 44 632 030 094 SURVEYORS, ENGINEERS, PLANNERS ENVIRONMENTAL CONSULTANTS PO BOX 2205 CALTFIELD JUNCTION 3161 35284444 PO BOX 1063 BALLARAT MAIL CENTRE 3350 5331 3877 PO BOX 161 LEONGATHA 3953 56822630 PO BOX 739 WONTHAGGI 3995 56721505 PO BOX 1315 TRARALGON 3844 51763574	SCALE 0 5 10 15 20 25 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE SIGNATURE ..... DATE 06/01/2004 REF 2069/3 VERSION 4	SHEET 12 OF 13 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE

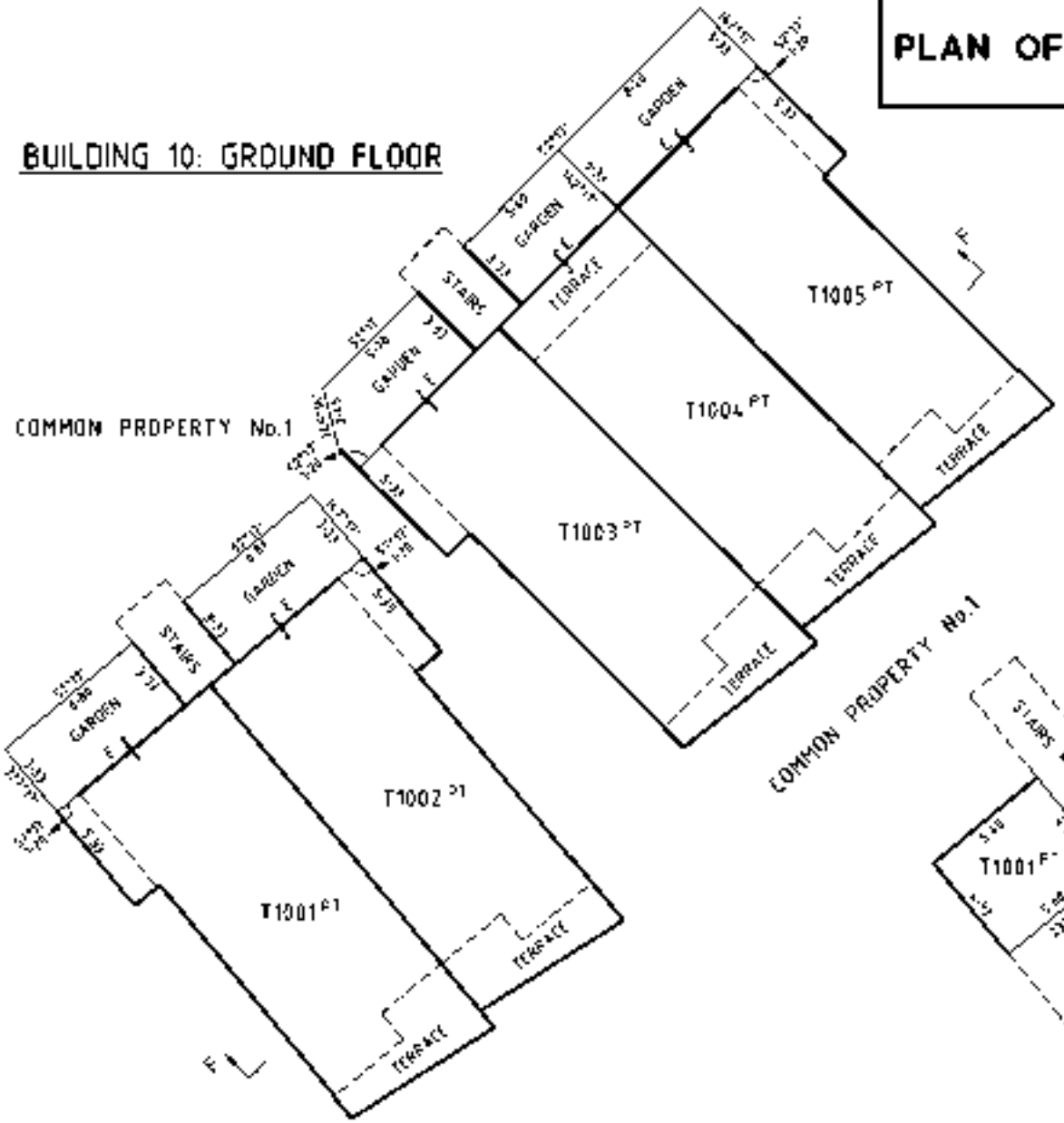
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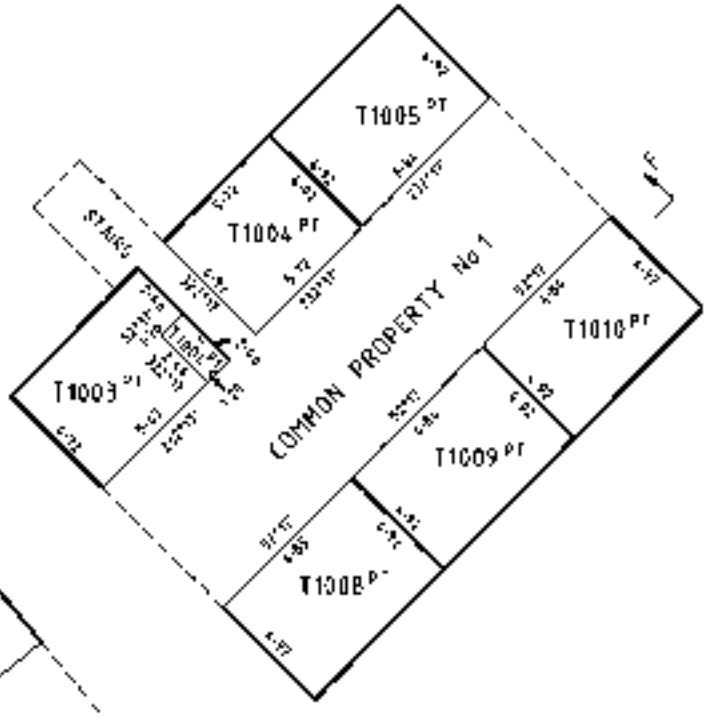
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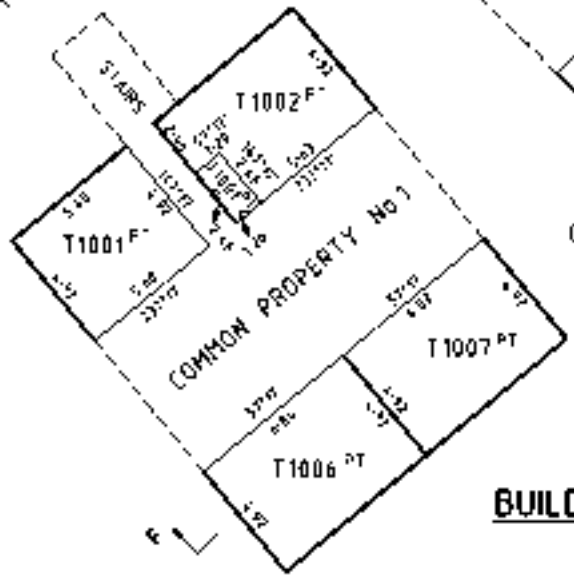
PS 503570D

BUILDING 10: GROUND FLOOR





COMMON PROPERTY No.1



BUILDING 10: BASEMENT LEVEL

BEVERIDGE WILLIAMS & COPELAND

SURVEYORS . ENGINEERS . PLANNERS

ENVIRONMENTAL CONSULTANTS

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE: 1:200 SHEET SIZE: A3

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SIGNATURE ..... DATE 14/02/2006

REF 2069/4 VERSION 2

SHEET 10

DATE / /

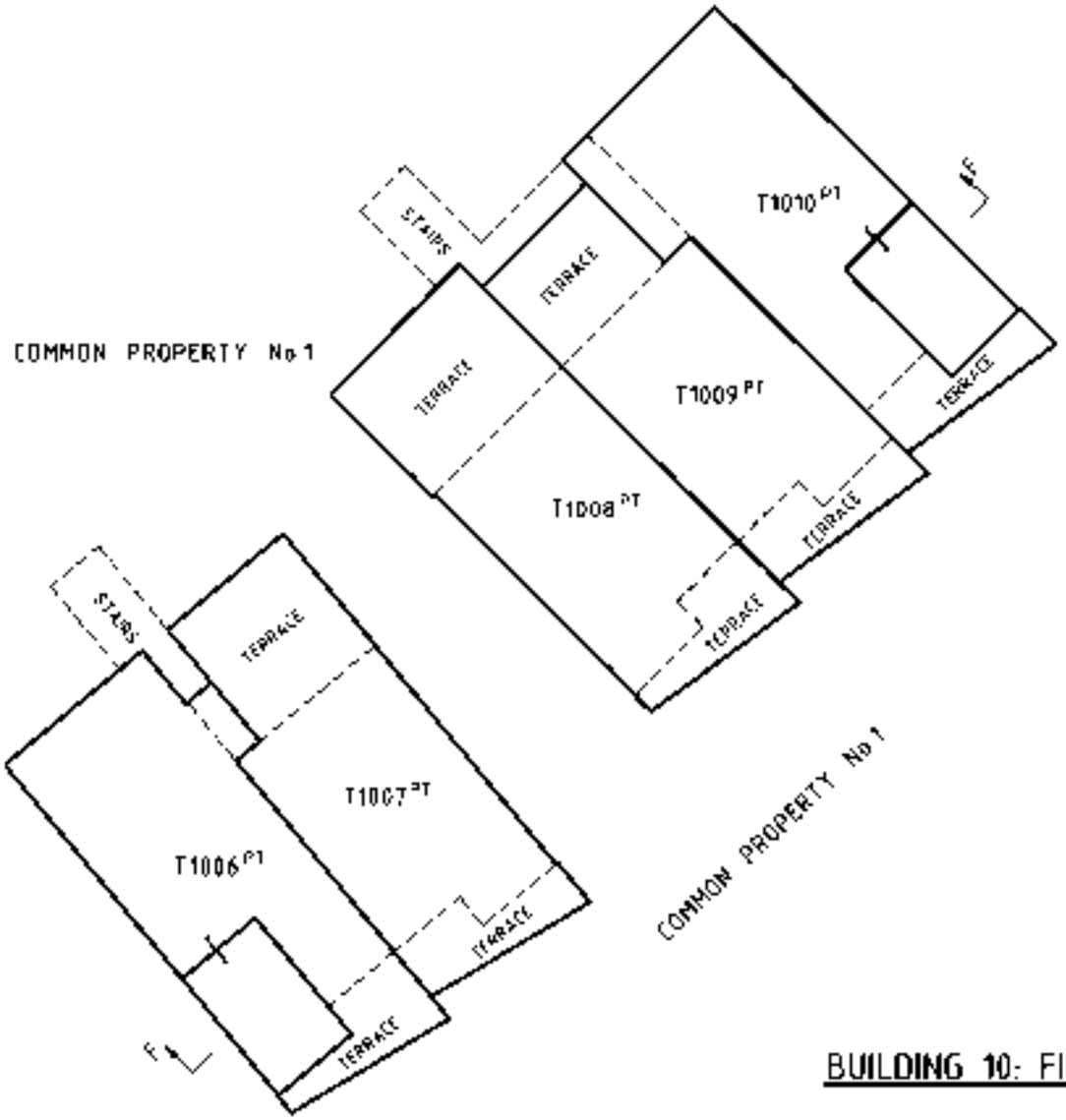
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO:

PLAN NUMBER

PS 503570D



BUILDING 10: FIRST & SECOND FLOORS

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 95284444
PO BOX 1063 BALLARAT MAIL CENTRE 3354 53313077
PO BOX 161 LEONGATHA 3953 56822630
PO BOX 39 WONTHAGGI 3995 56721505
PO BOX 1315 TRARALGON 3844 51763574

SCALE

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LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

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SIGNATURE ..... DATE 04/02/2004

REF 2069/C VERSION 2

SHEET 1K

DATE / /

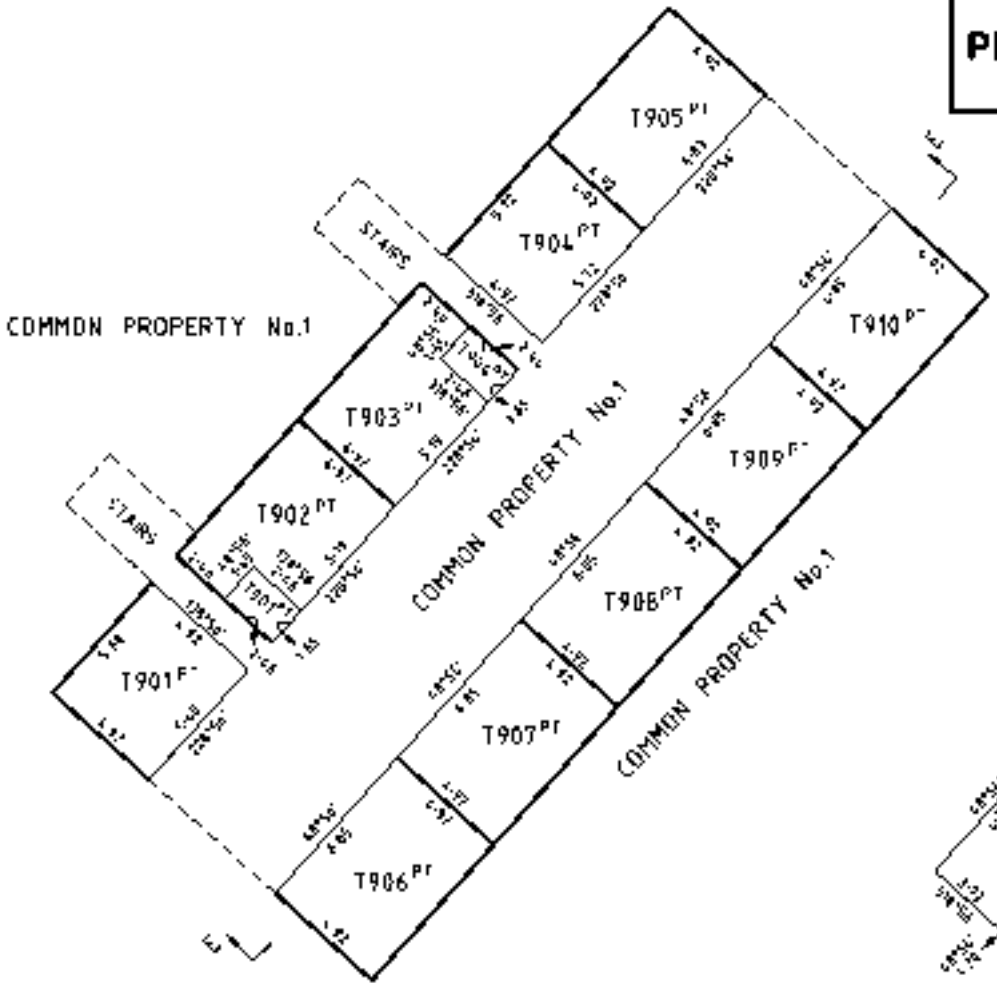
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PLAN OF SUBDIVISION

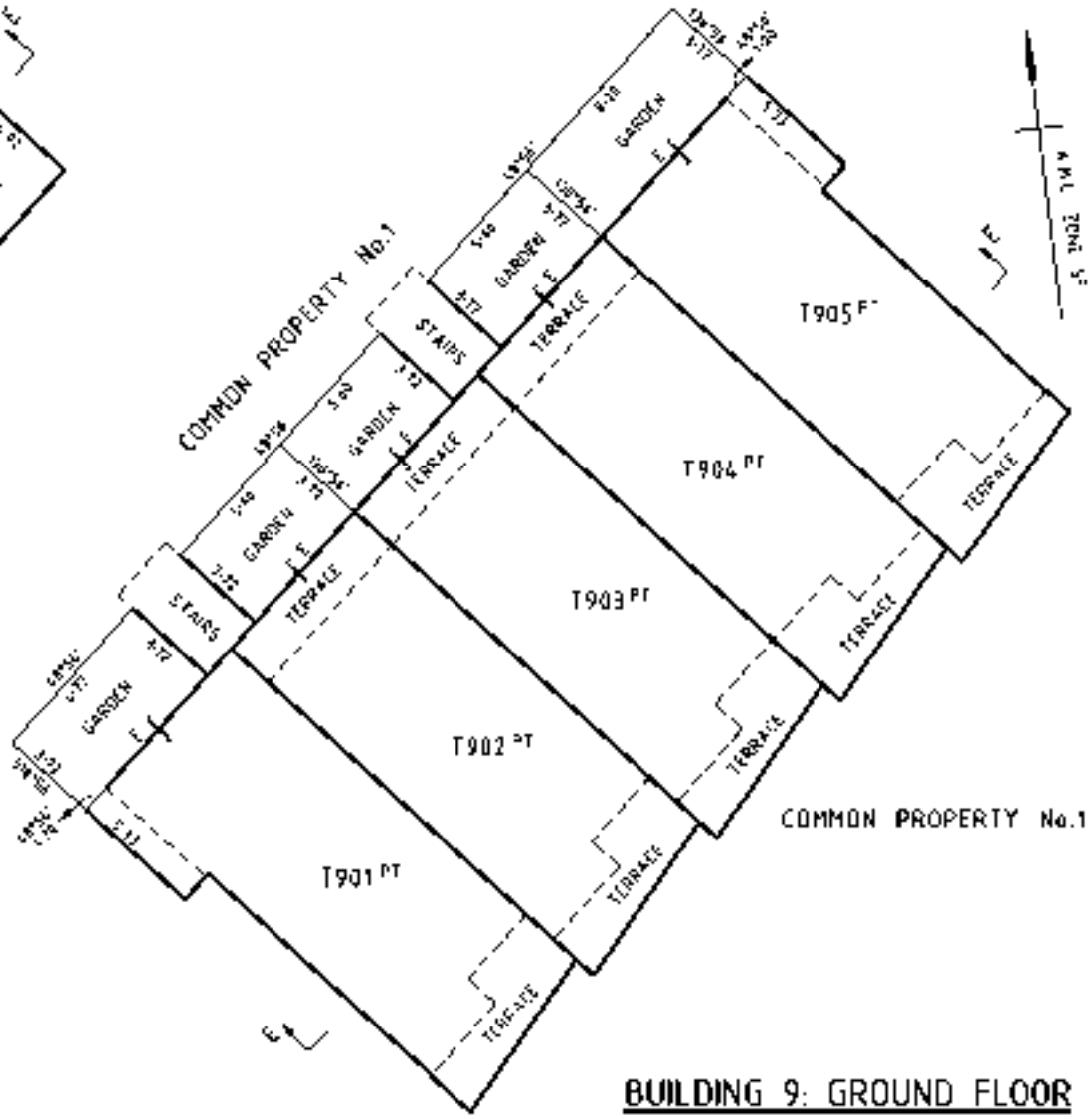
STAGE NO:

PLAN NUMBER

PS 503570D



BUILDING 9: BASEMENT LEVEL



BUILDING 9: GROUND FLOOR

BEVERIDGE WILLIAMS & COPITLTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1059 BALLARAT MAIL CENTRE 3350 5331 3877
PO BOX 161 LEONGATHA 3953 56822630
PO BOX 39 WONTHAGGI 3995 56721505
PO BOX 1315 TRARALGON 3844 51763574

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 24/02/2006

REF 2069/5 VERSION 2

SHEET 15

DATE / /

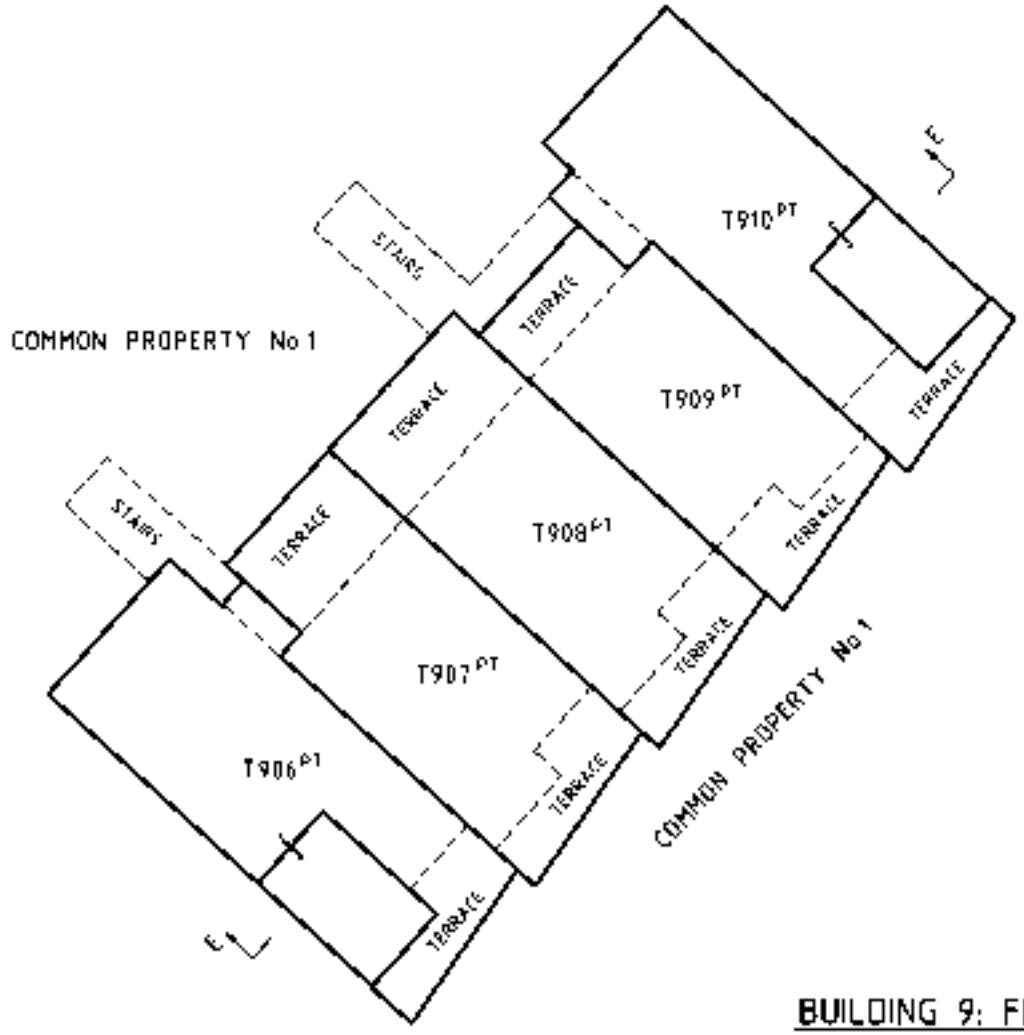
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

PS 503570D



BUILDING 9: FIRST & SECOND FLOORS

BEVERIDGE WILLIAMS & COPITI LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1141 LEONGATHA 3953 56822630
PO BOX 1315 TRARALGON 3844 51763574

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 06/07/2015

REF 2069/5 VERSION 2

SHEET 1E

DATE / /

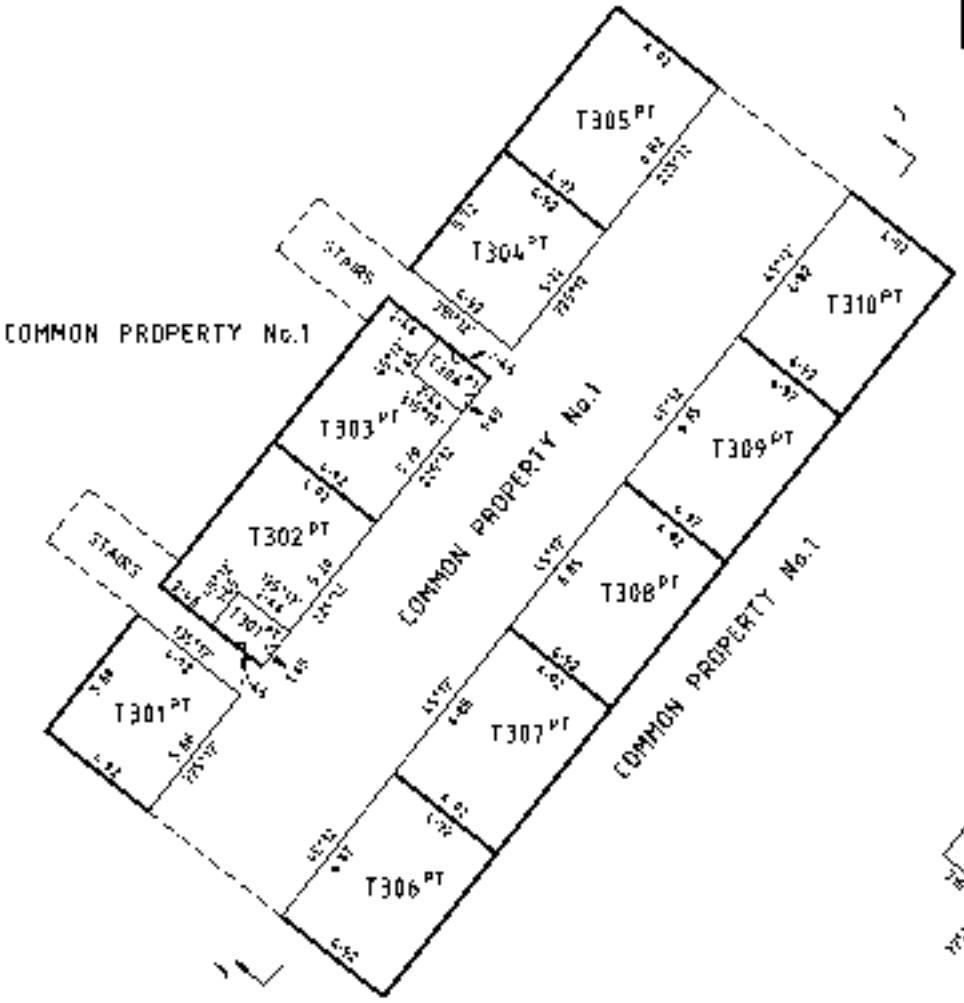
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

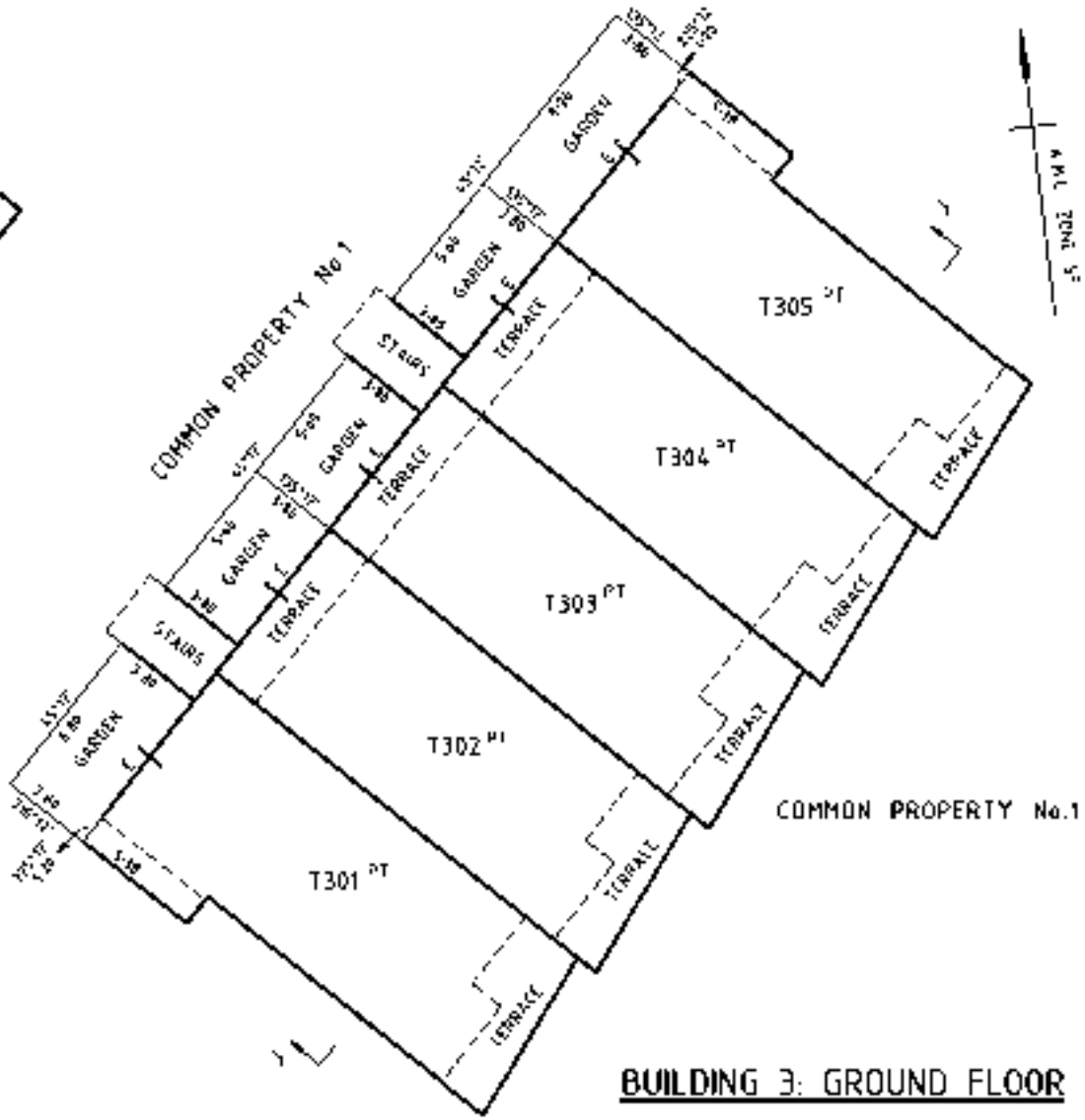
STAGE NO

PLAN NUMBER

PS 503570D



BUILDING 3: BASEMENT LEVEL



BUILDING 3: GROUND FLOOR

BEVERIDGE WILLIAMS & COPITI LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO Box 2205 CALDFIELD JUNCTION 3161 35284444
PO Box 1059 BALLARAT MAIL CENTRE 3354 5331 3877
PO Box 141 LEONGATHA 3953 56822630
PO Box 39 WONTHAGGI 3995 56721505
PO Box 1315 TRARALGON 3844 51763374

SCALE

0 1 2 3 4 5 6

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 17/03/2004

REF 2069/6 VERSION 2

SHEET 1 OF 2 SHEETS

DATE / /

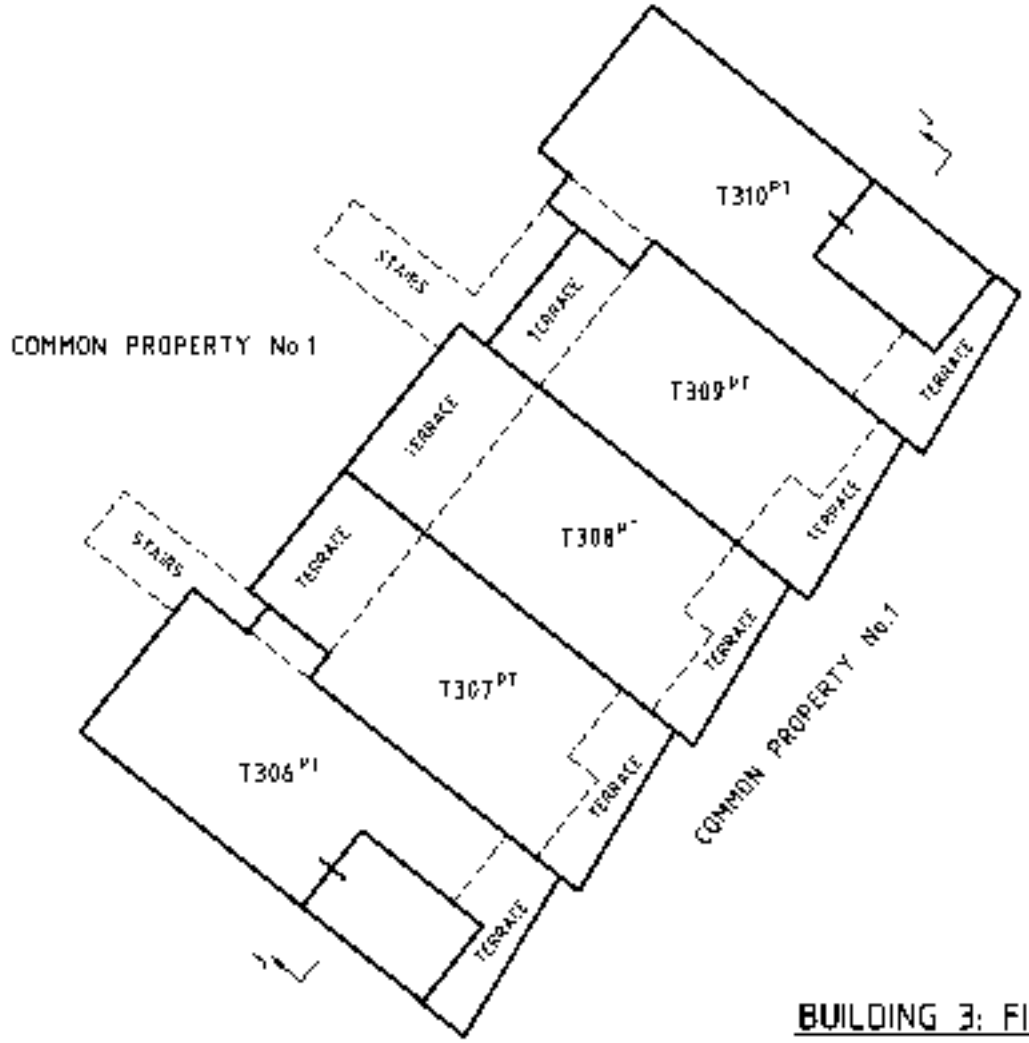
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER

PS 503570D



BUILDING 3: FIRST & SECOND FLOORS

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS . ENGINEERS . PLANNERS
ENVIRONMENTAL CONSULTANTS
PO Box 2205 DANDENONG VIC 3175 95706444
PO Box 1059 BALLARAT VIC 3350 53312877
PO Box 161 LEONGATHA 3953 56822630
PO Box 39 WONTHAGGI 3995 56721505
PO Box 1315 TRARALGON 3844 51762574

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 11/03/2004

REF 2069/6 VERSION 2

SHEET 1E OF

DATE / /

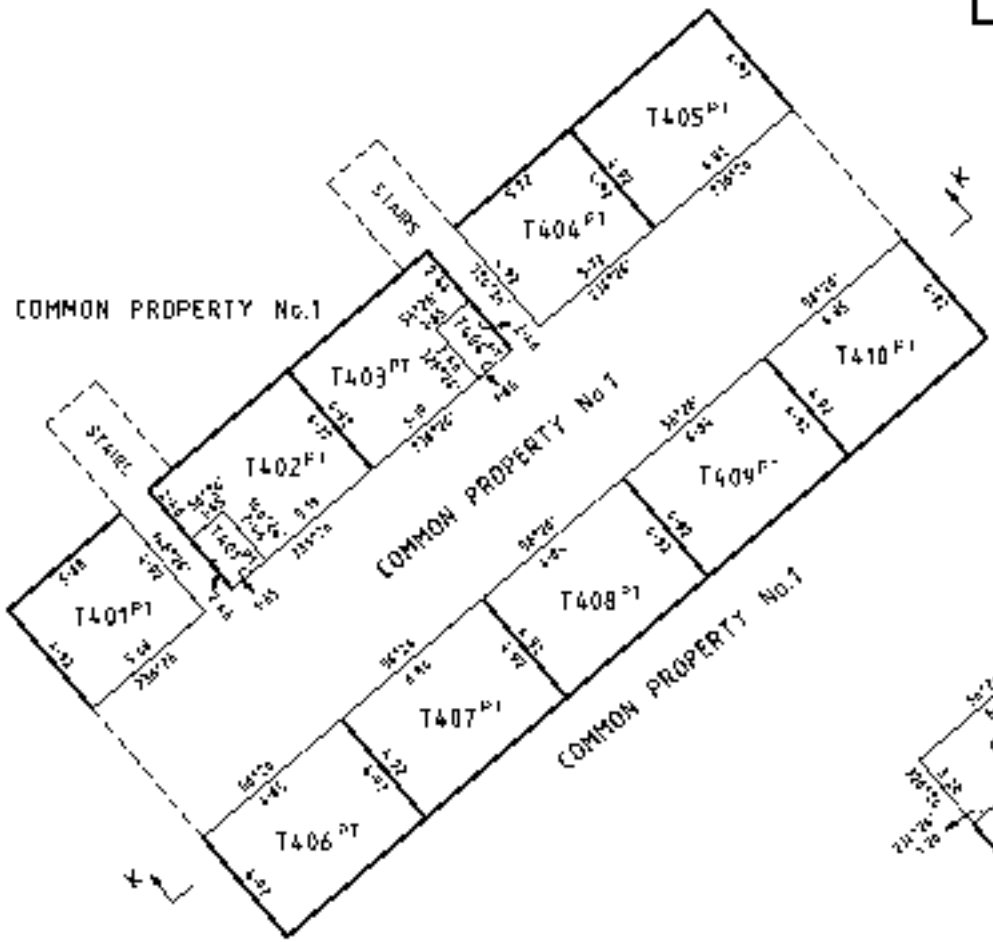
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

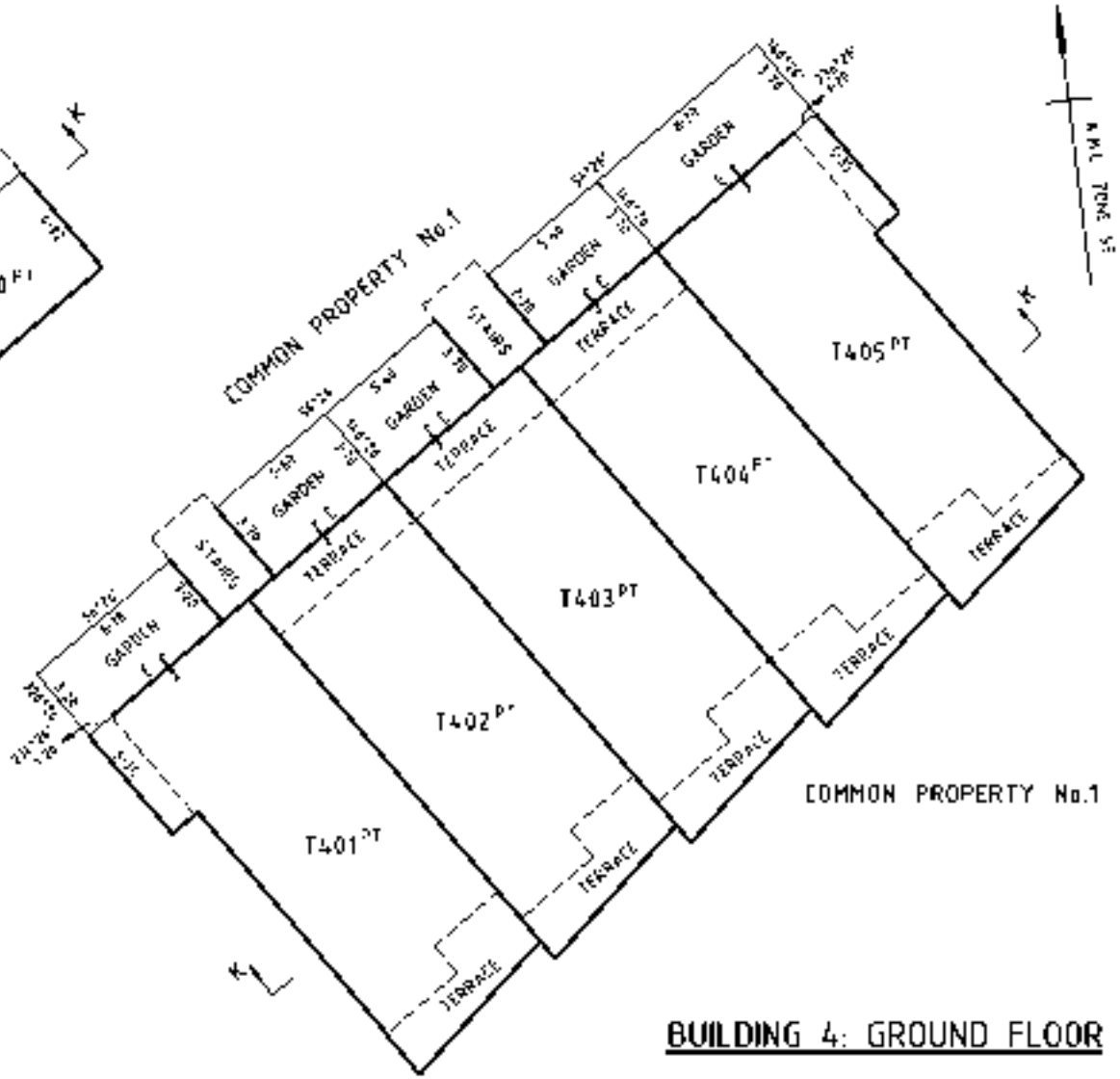
STAGE NO:

PLAN NUMBER

PS 503570D



BUILDING 4: BASEMENT LEVEL



BUILDING 4: GROUND FLOOR

BEVERIDGE WILLIAMS & COPITLTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 35284444
PO BOX 1141 LEONGATHA 3953 56220630
PO BOX 1316 TRARALGON 3844 51760374

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 30/05/2006

REF 2069/2 VERSION 3

SHEET 15

DATE / /

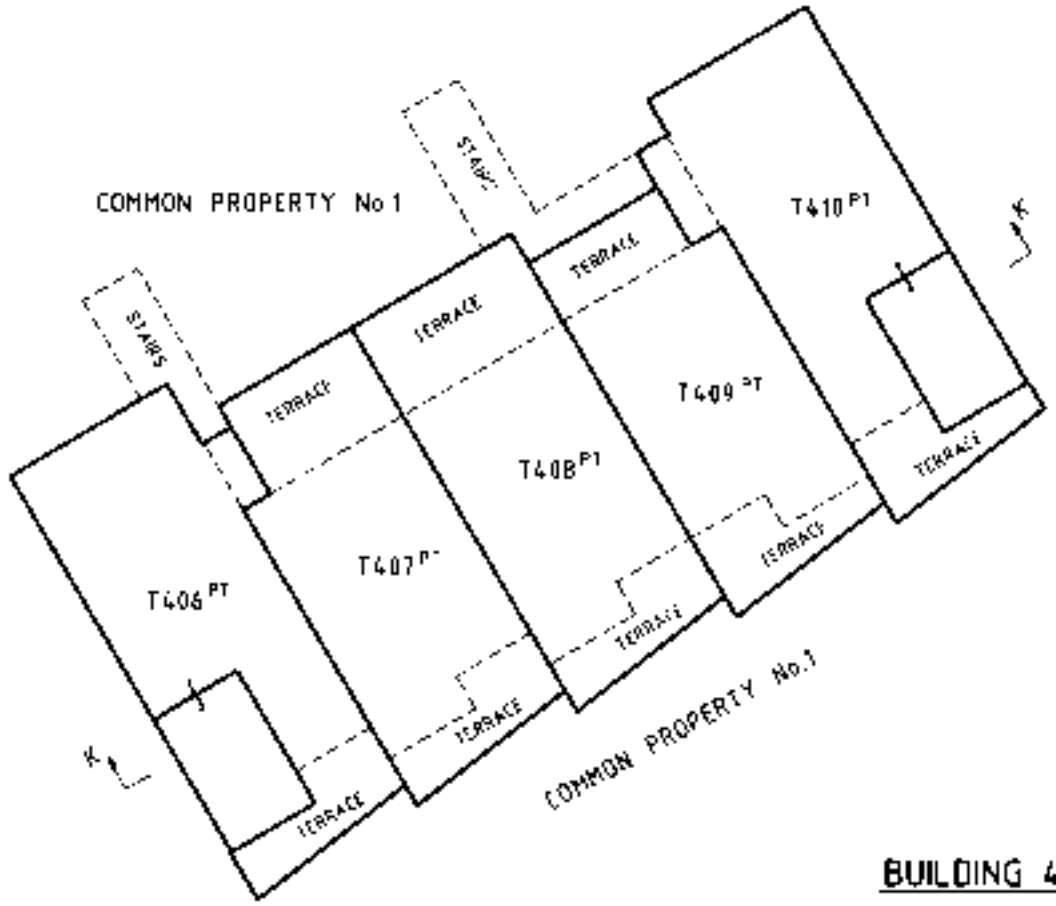
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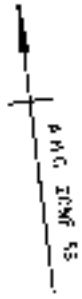
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

PS 503570D





BUILDING 4: FIRST & SECOND FLOORS

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2065 CALDFIELD JUNCTION 3161 35284444
PO BOX 1851 BALLARAT MAIL CENTRE 3354 5331 3877
PO BOX 141 LEONGATHA 3953 5622 6630
PO BOX 739 WONTHAGGI 3995 5671 1505
PO BOX 1316 TRARALGON 3844 5176 5374

SCALE

0 5 10 15 20 25

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BOSEC

SIGNATURE ..... DATE 28/05/2004

REF 2069/2 VERSION 3

SHEET 2C

DATE / /

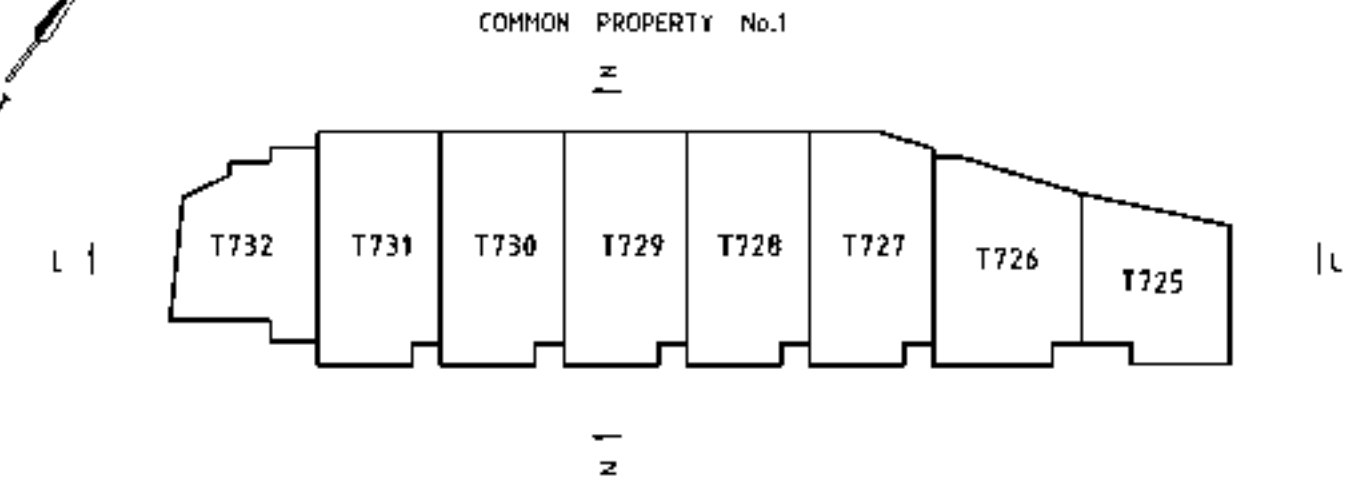
COUNCIL DELEGATE SIGNATURE

BUILDING 6 (PART) (LOTS T701 TO T711) AND BUILDING 8 (LOTS T725 TO T732)
GROUND FLOOR

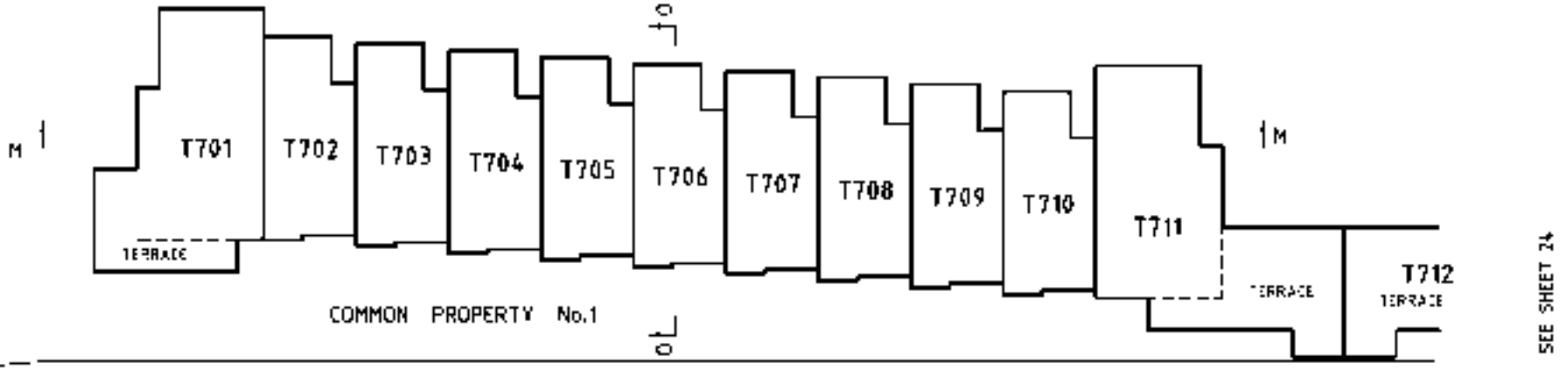
PS503570D



COMMON PROPERTY No.1



COMMON PROPERTY No.1



COMMON PROPERTY No.1

SEE SHEET 24

VAN NESS AVENUE

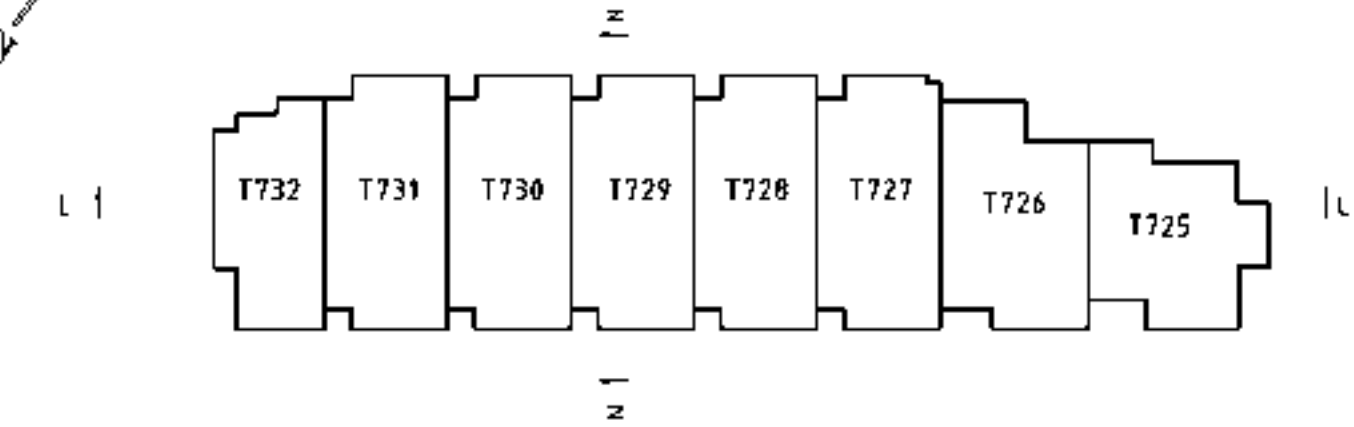
Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYOR REFERENCE 1101276		SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A1 / SHEET 21
			LICENSED SURVEYOR: ANDREW JOHN BUSSL VERSION 0 DATE		

BUILDING 6 (PART) (LOTS T701 TO T711) AND BUILDING 8 (LOTS T725 TO T732)
FIRST FLOOR

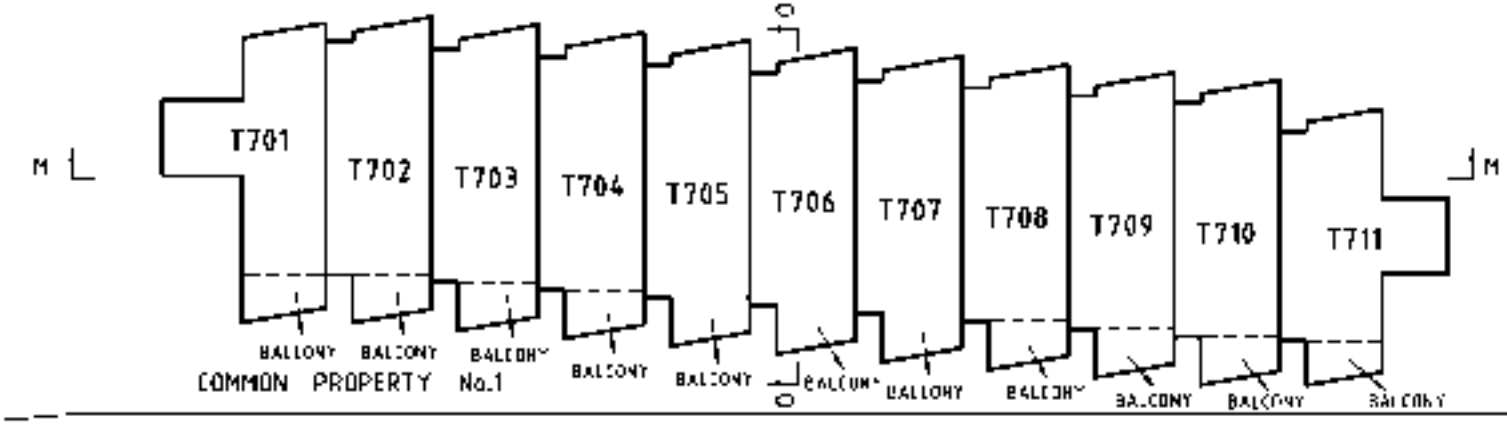
PS503570D



COMMON PROPERTY No.1



COMMON PROPERTY No.1



SEE SHEET 25

VAN NESS AVENUE

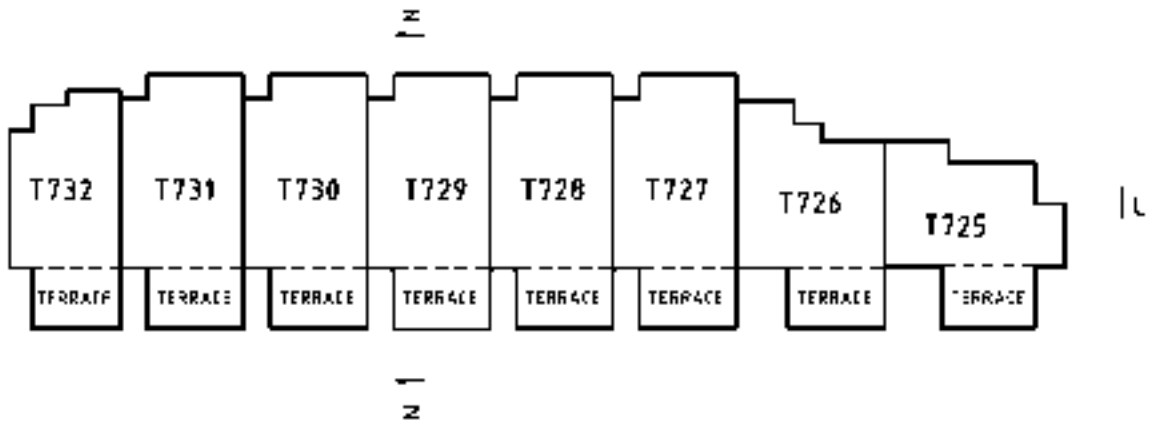
Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276		SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A1
			LICENSED SURVEYOR: ANDREW JOHN BUSSE VERSION 0 DATE		SHEET 22

BUILDING 8 (LOTS T725 TO T732)
SECOND FLOOR

PS503570D



COMMON PROPERTY No.1



COMMON PROPERTY No.1

SEE SHEET 26

VAN NESS AVENUE

Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276		SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A1 / SHEET 23
			LICENSED SURVEYOR: ANDREW JOHN BUSSL VERSION 0 DATE		

BUILDING 6 (PART) (LOTS T712 TO T721) AND BUILDING 7 (LOTS T722 TO T724) GROUND FLOOR

PS503570D



Beveridge Williams
development & environment consultants
Melbourne ph: 03 9529 8888
www.beveridgewilliams.com.au

SURVEYOR REFERENCE
1101276

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A1

SHEET 2a

LICENSED SURVEYOR ANDREW JOHN BUSSE
VERSION 0 DATE

BUILDING 6 (PART) (LOTS T712 TO T721) AND BUILDING 7 (LOTS T722 TO T724) FIRST FLOOR

PS503570D



COMMON PROPERTY No.1

T724 T723 T722

COMMON PROPERTY No.1

T712 T713 T714 T715 T716 T717 T718 T719 T720 T721

BALCONY BALCONY BALCONY BALCONY BALCONY BALCONY BALCONY BALCONY BALCONY BALCONY

COMMON PROPERTY No.1

SEE SHEET 22

VAN NESS AVENUE

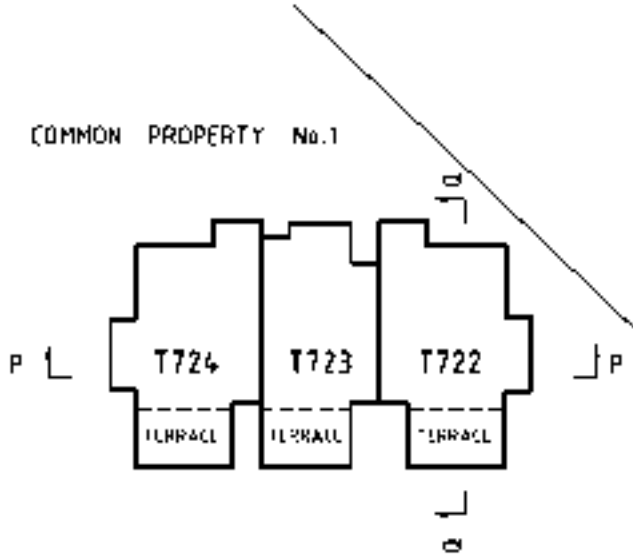
Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYOR REFERENCE 1101276		SCALE 1:250	ORIGINAL SHEET SIZE A1	SHEET 23
			LICENSED SURVEYOR ANDREW JOHN BUSSE VERSION 0 DATE		

BUILDING 7 (LOTS T722 TO T724)
SECOND FLOOR

PS503570D



COMMON PROPERTY No.1



SEE SHEET 23

COMMON PROPERTY No.1

VAN NESS AVENUE

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Melbourne ph: 03 9529 8888
www.beveridgewilliams.com.au

SURVEYOR REFERENCE
1101276

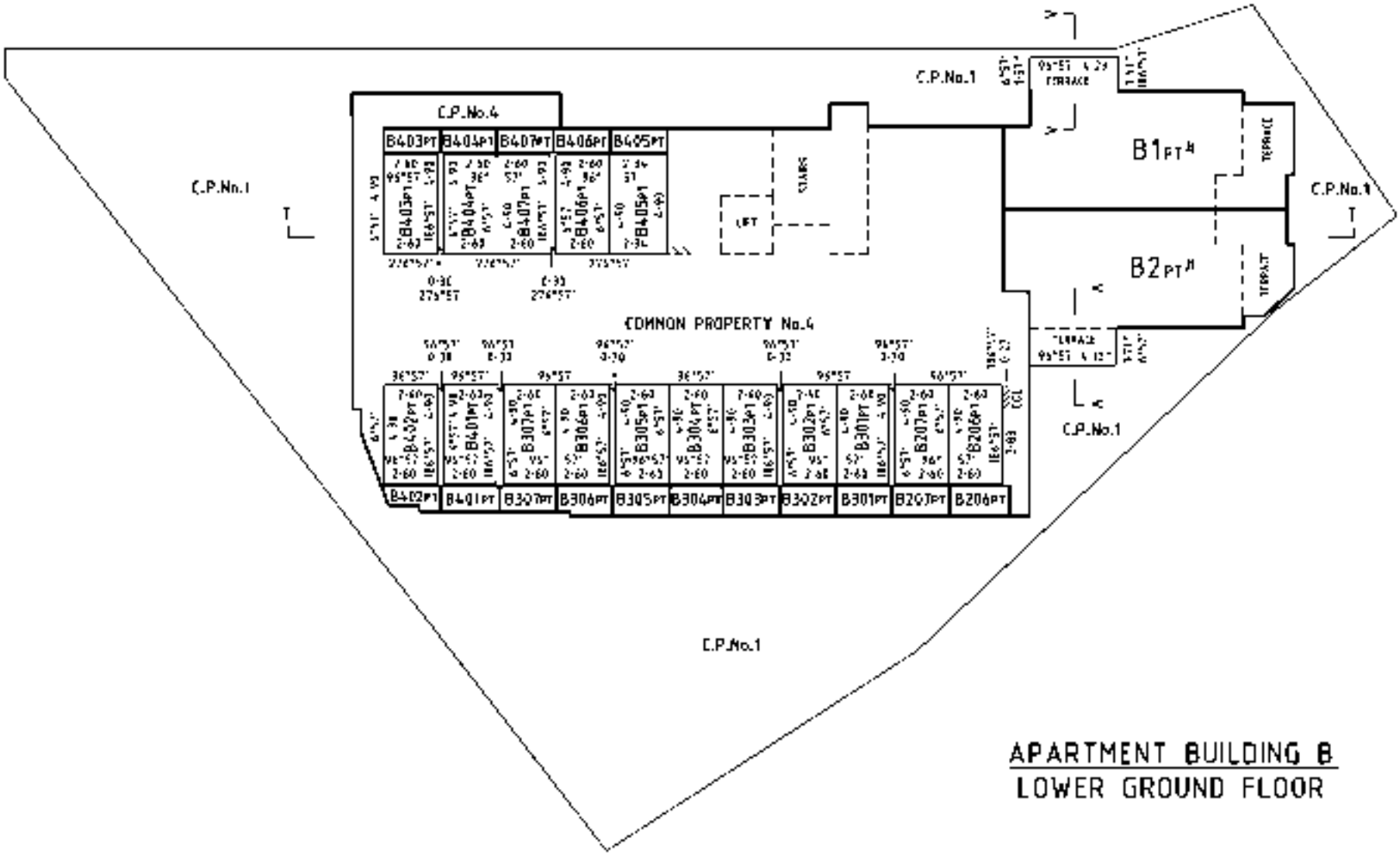
SCALE 1:250 — 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 26

LICENSED SURVEYOR ANDREW JOHN BUSSE
VERSION 0 DATE

PS503570D



APARTMENT BUILDING B
LOWER GROUND FLOOR

Beveridge Williams
development & environment consultants
Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/10

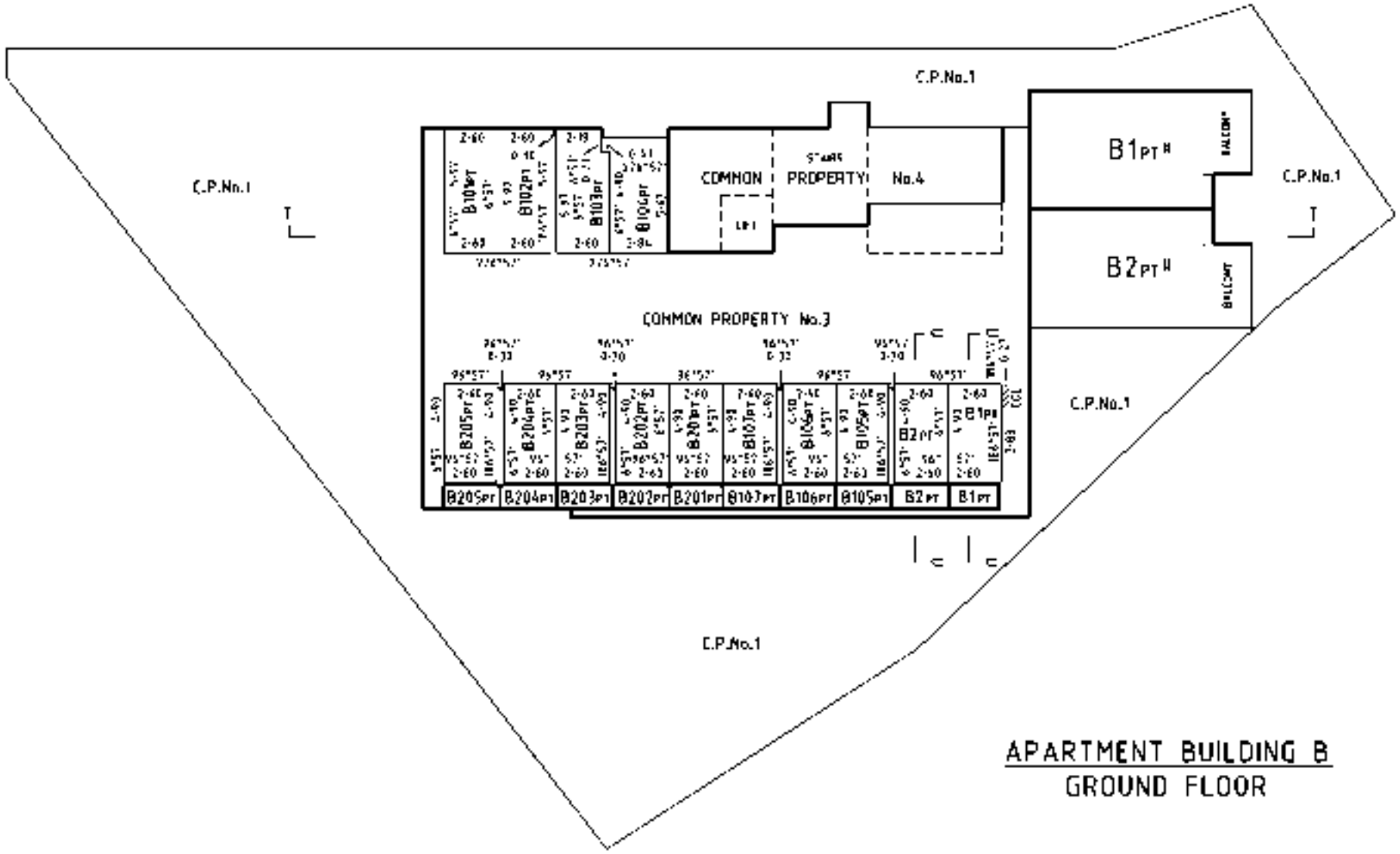
SCALE 1:200

ORIGINAL SHEET SIZE A3

SHEET 2 OF

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

PS503570D



Beveridge Williams
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Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/10

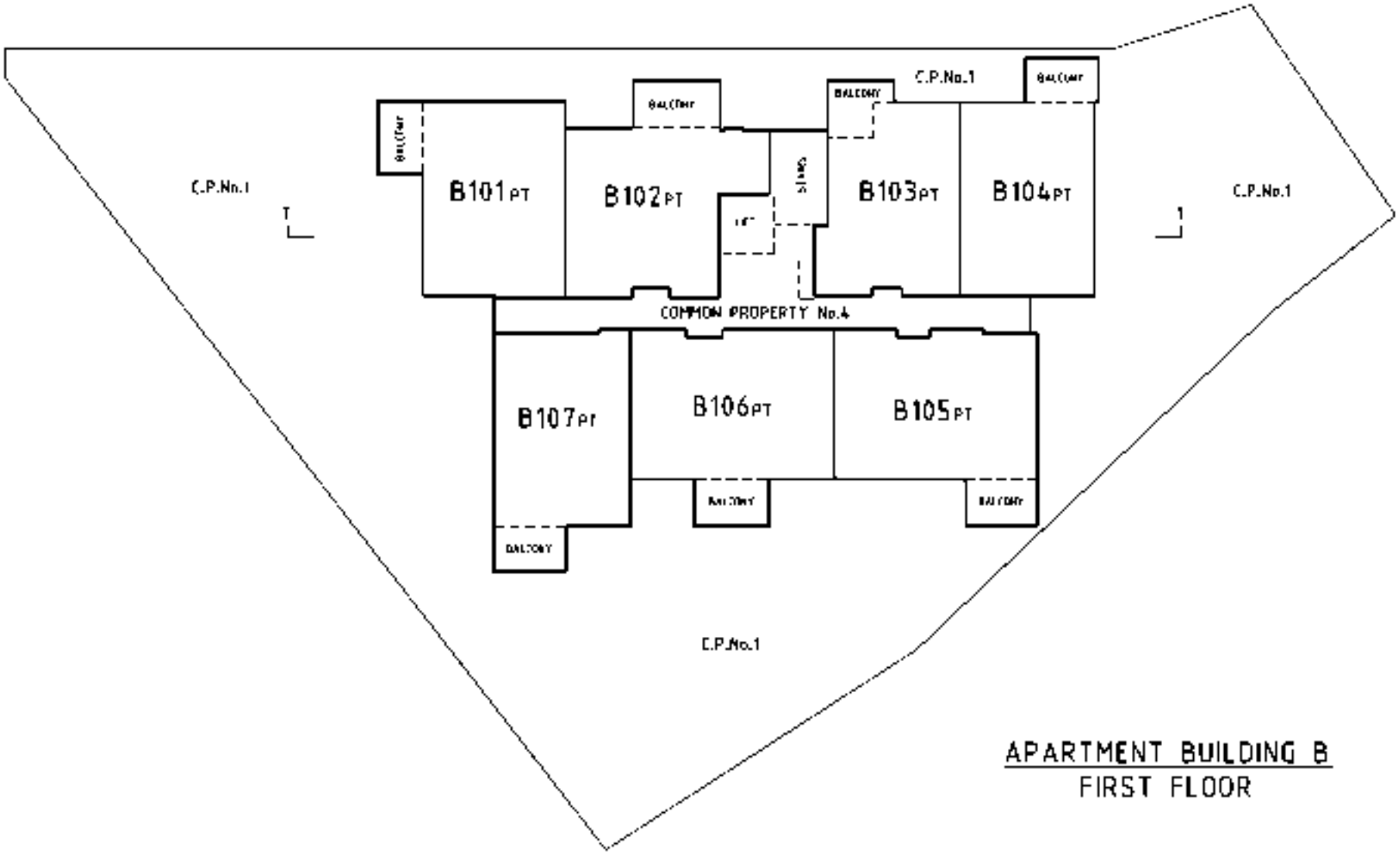
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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 29

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

PS503570D



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Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYOR'S REFERENCE
1101276/10

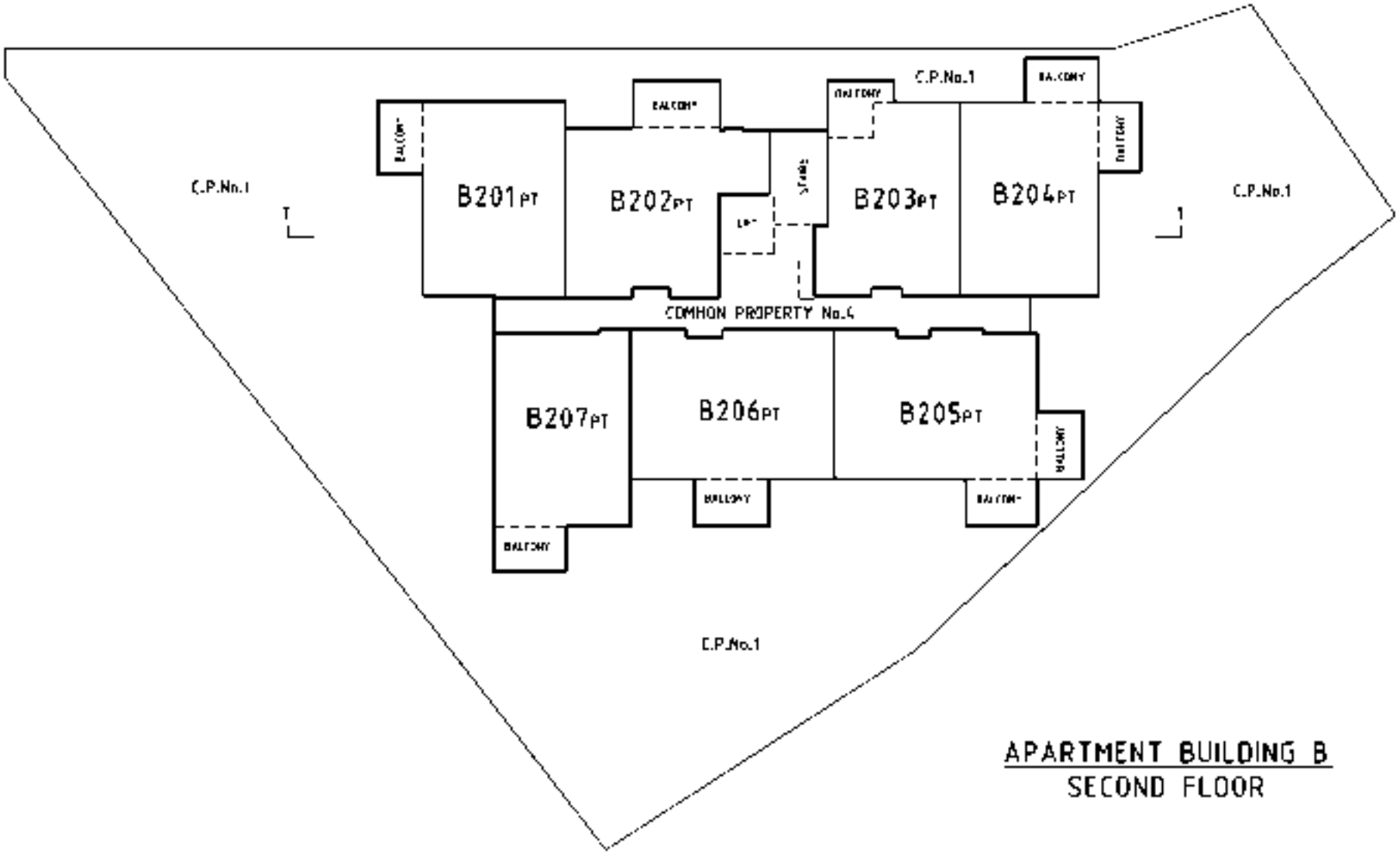
SCALE
1:200

ORIGINAL SHEET SIZE A3

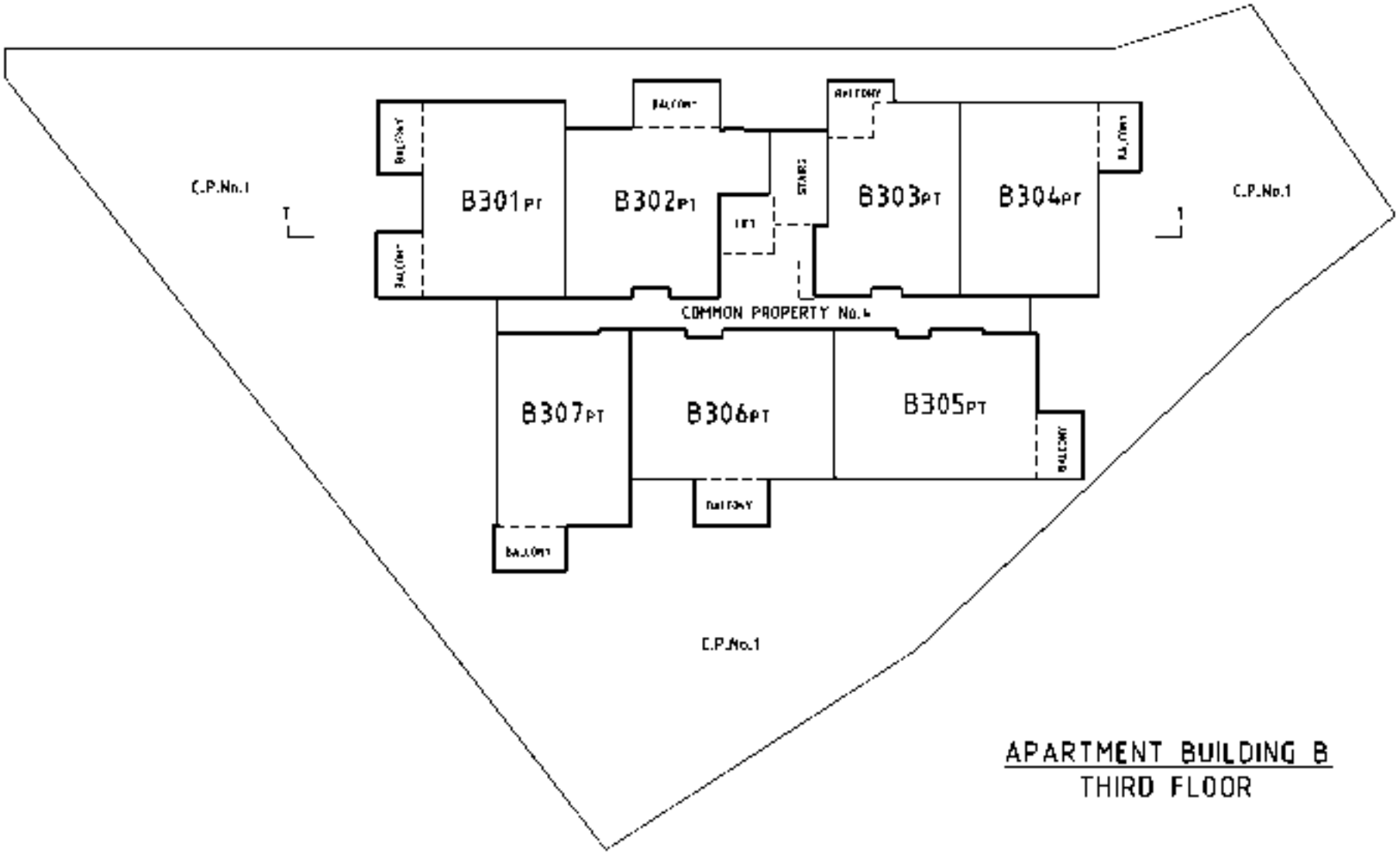
SHEET 2 OF

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

PS503570D


C.P.No.1
C.P.No.1
C.P.No.1
C.P.No.1
B201PT
B202PT
B203PT
B204PT
B207PT
B206PT
B205PT
COMMON PROPERTY No.4
BALCONY
BALCONY
BALCONY

PS503570D



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Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/10

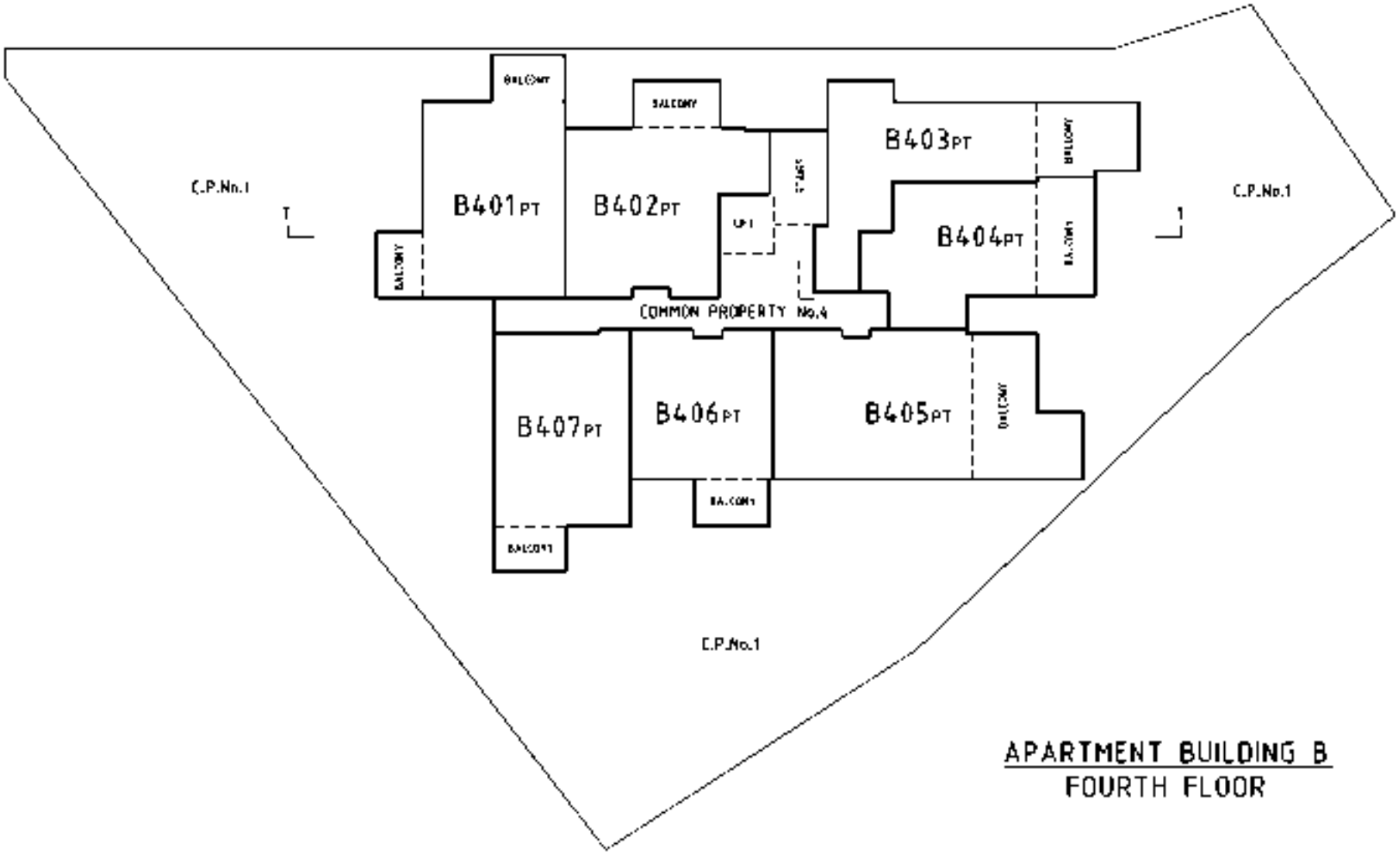
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ORIGINAL SHEET SIZE A3

SHEET 3 OF

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

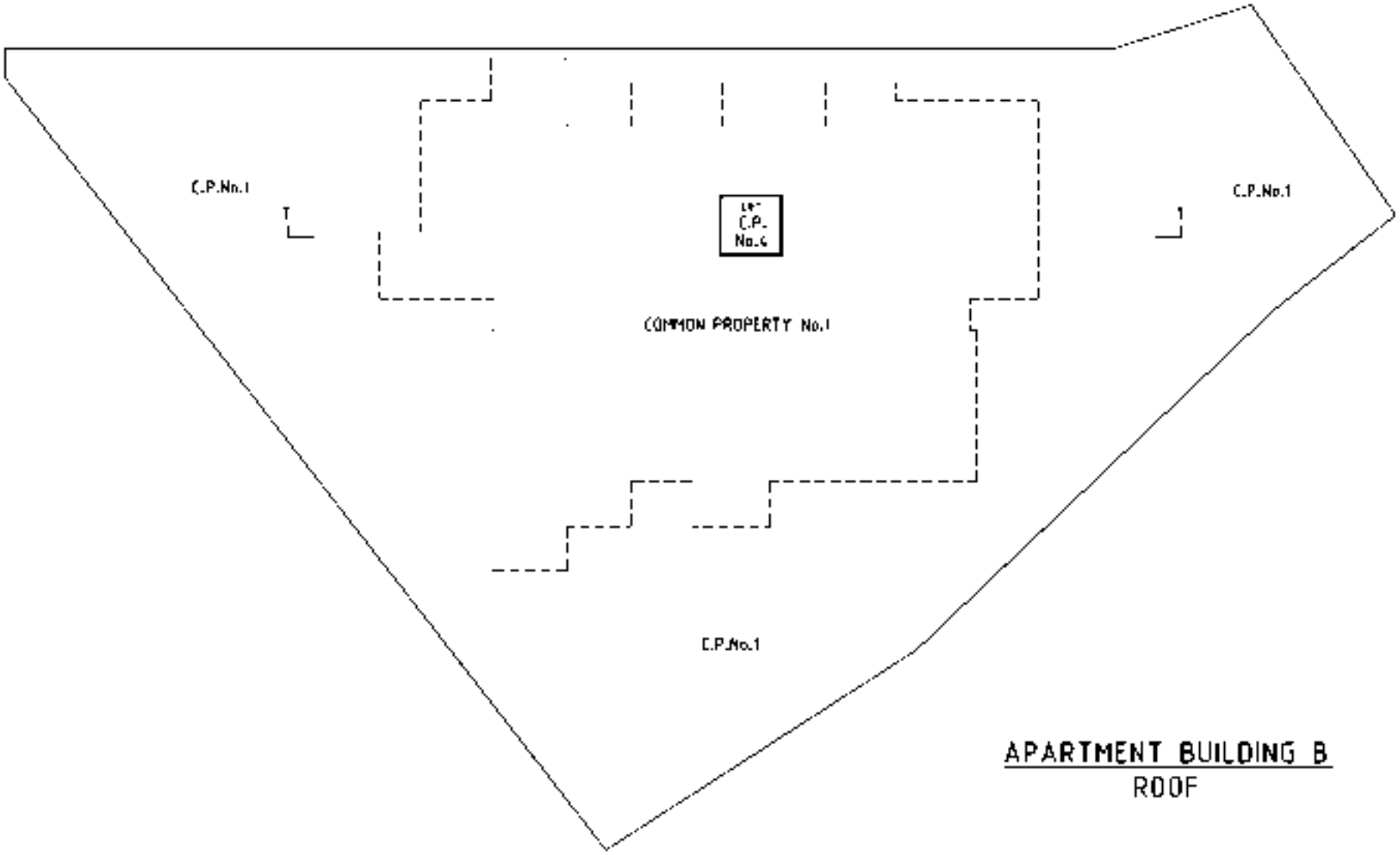
PS503570D



APARTMENT BUILDING B
FOURTH FLOOR

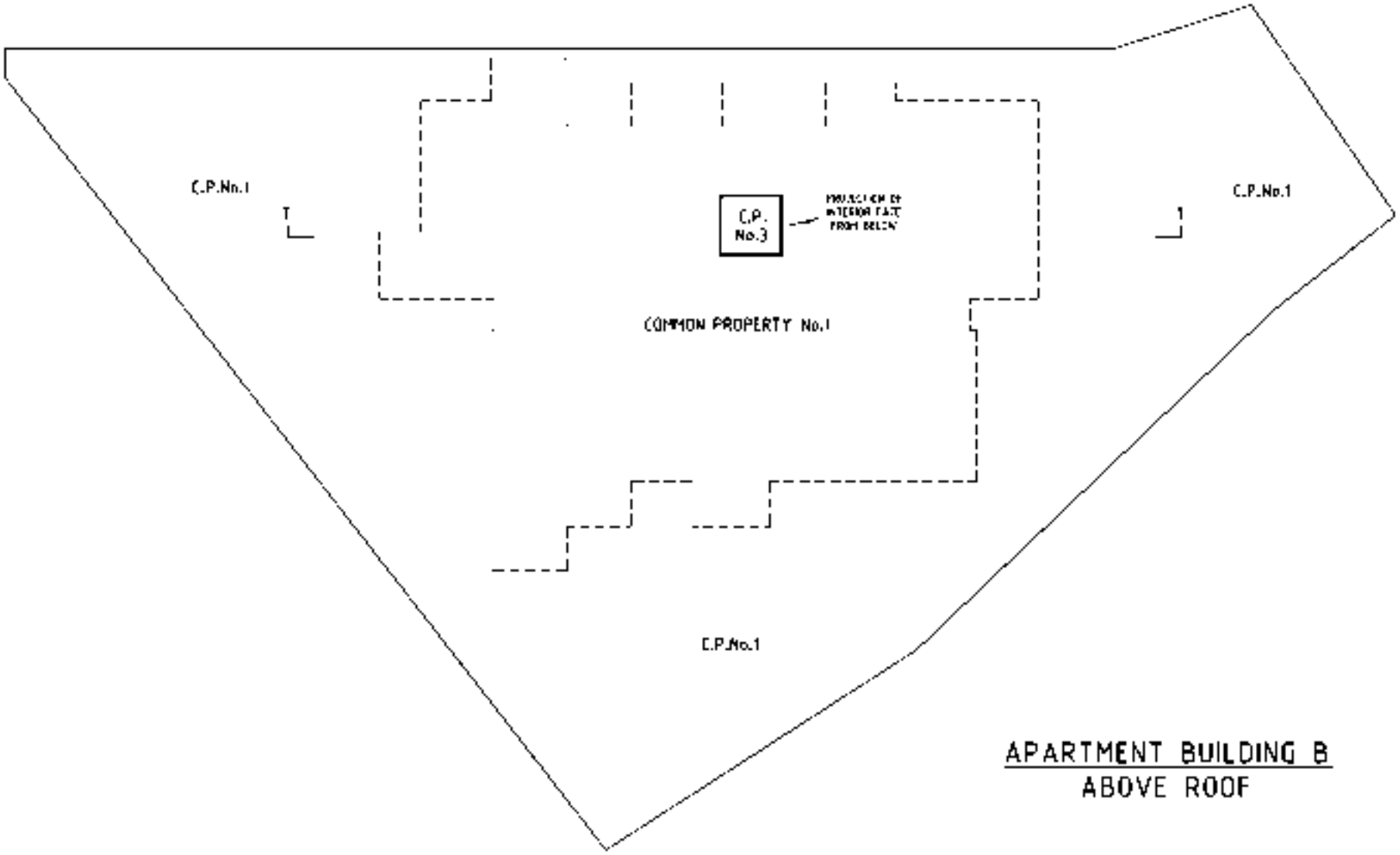
Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/10		SCALE 1:200	ORIGINAL SHEET SIZE A3
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION 0 DATE 22/03/2017	

PS503570D



Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/10		SCALE 1:200	ORIGINAL SHEET SIZE A3	SHEET 11
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION 3 DATE 22/03/2017		

PS503570D



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development & environment consultants
Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/10

SCALE
1:200

2 0 2 4 6 8
LENGTH IN METRES

ORIGINAL SHEET SIZE A3

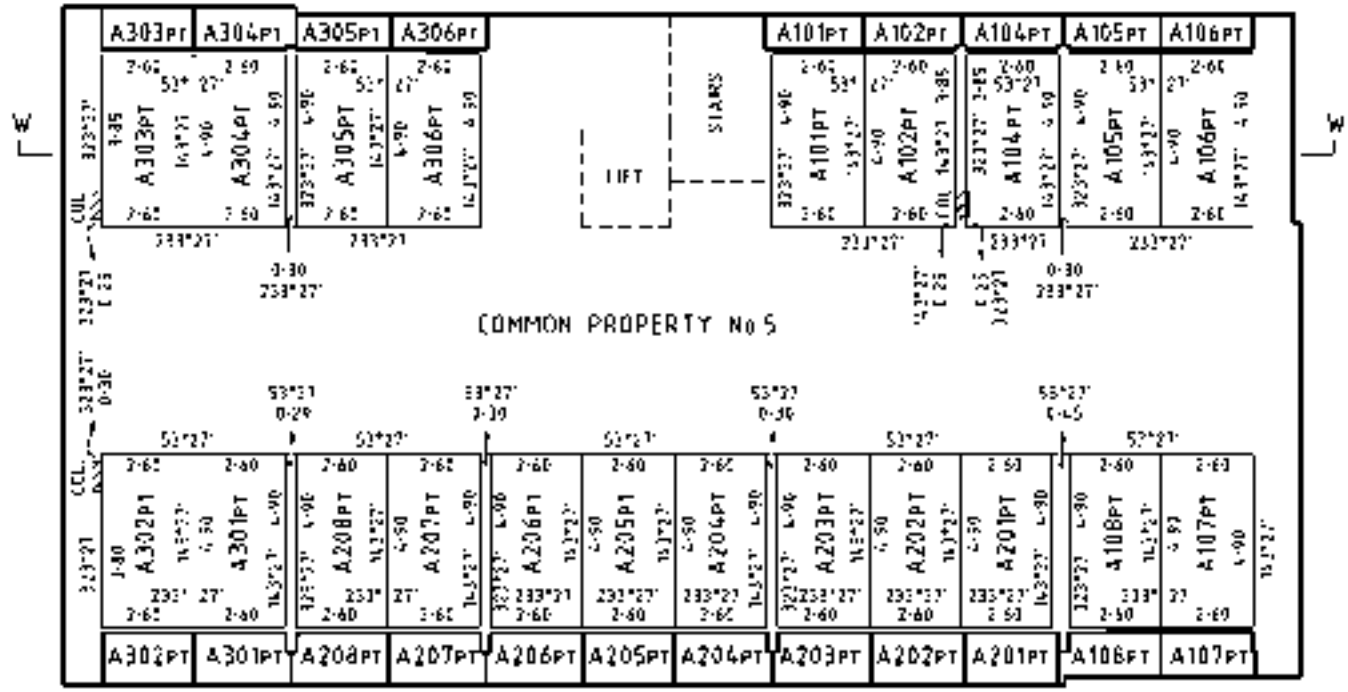
SHEET 1 OF 1

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

PS503570D

MGA94 ZONE 55

COMMON PROPERTY No.1



COMMON PROPERTY No.1

APARTMENT BUILDING A
LOWER GROUND FLOOR

Beveridge Williams
development & environment consultants
Melbourne ph: (03) 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/11

SCALE 1:150

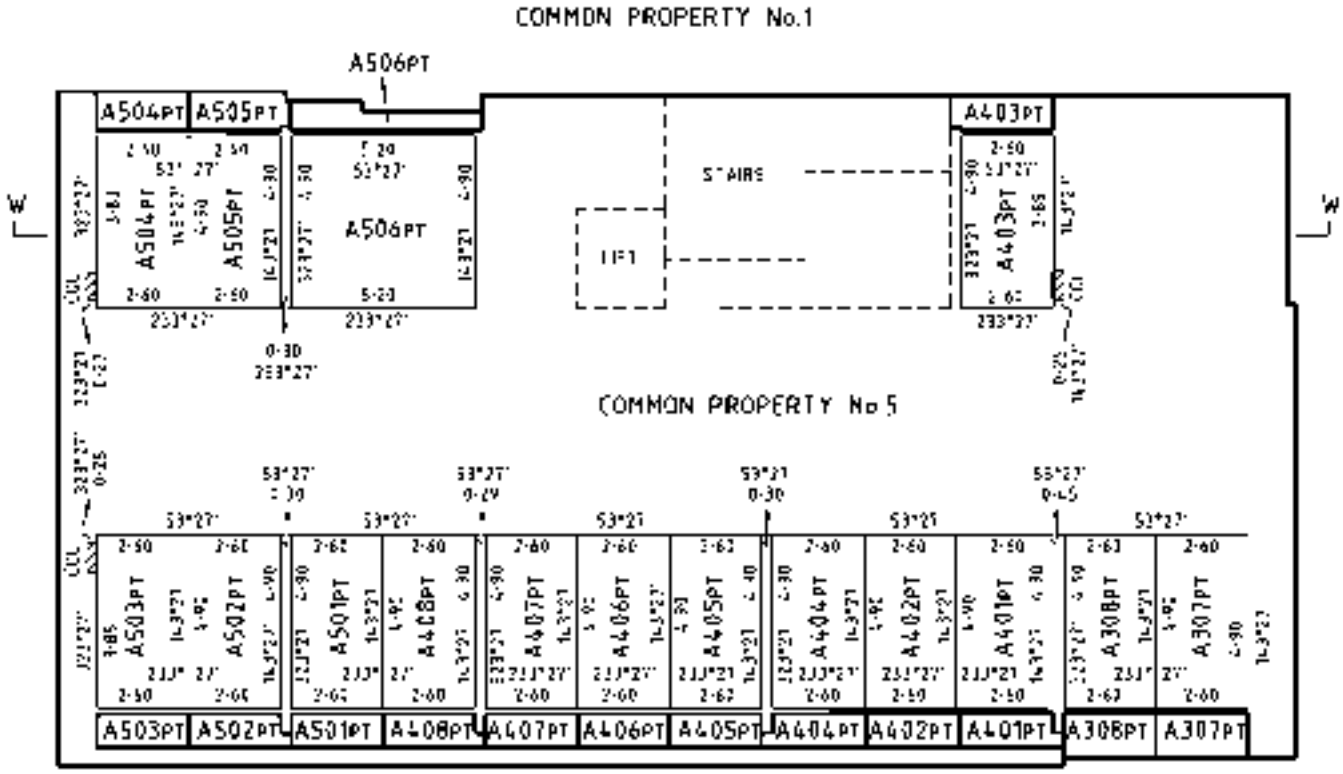
ORIGINAL SHEET SIZE A3

SHEET 05

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION COMPILED-11

PS503570D

MGA94 ZONE 55

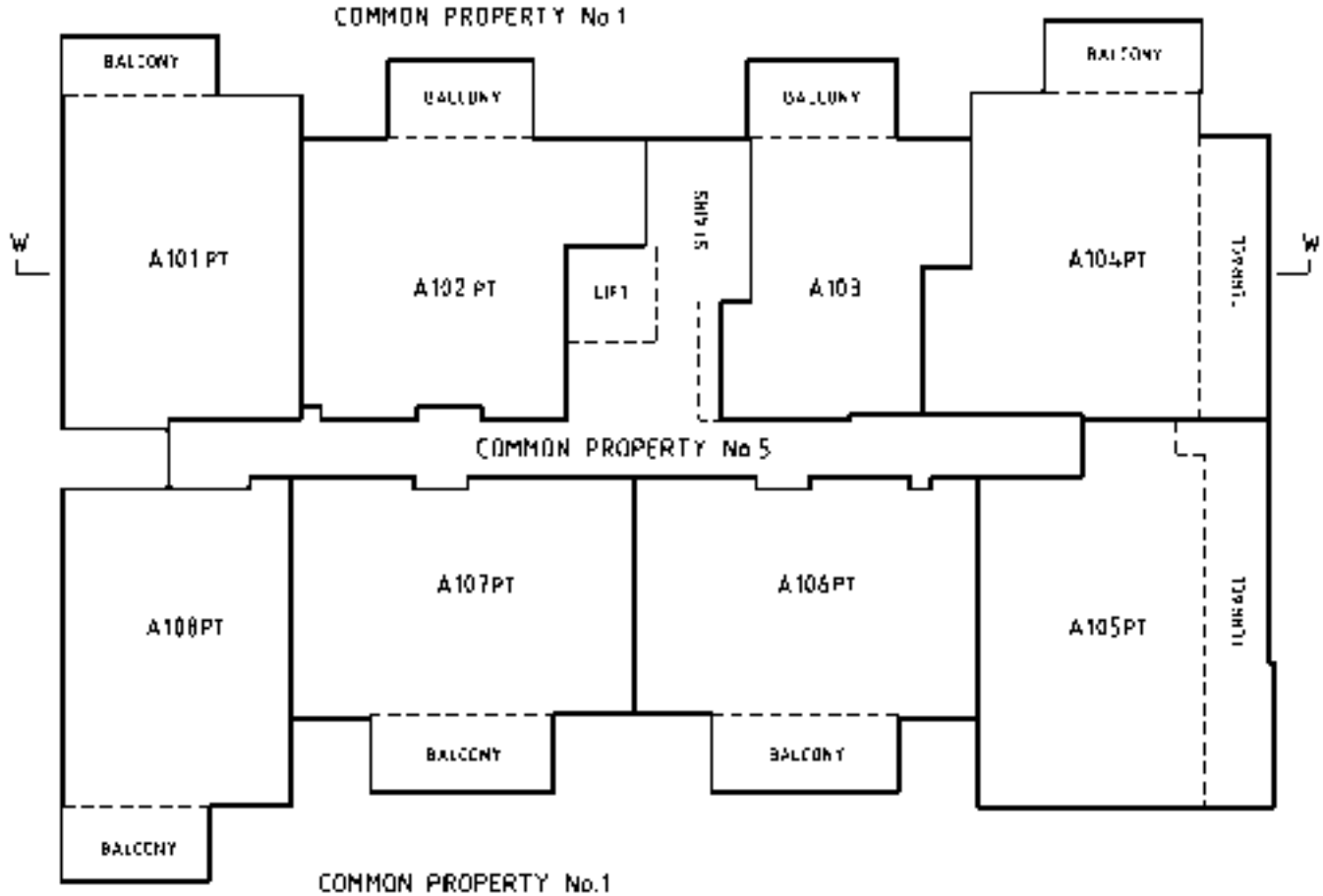


APARTMENT BUILDING A
GROUND FLOOR

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	ORIGINAL SHEET SIZE A3	SHEET 3
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION COMPILED-11		

PS503570D

MEANS TRUE N

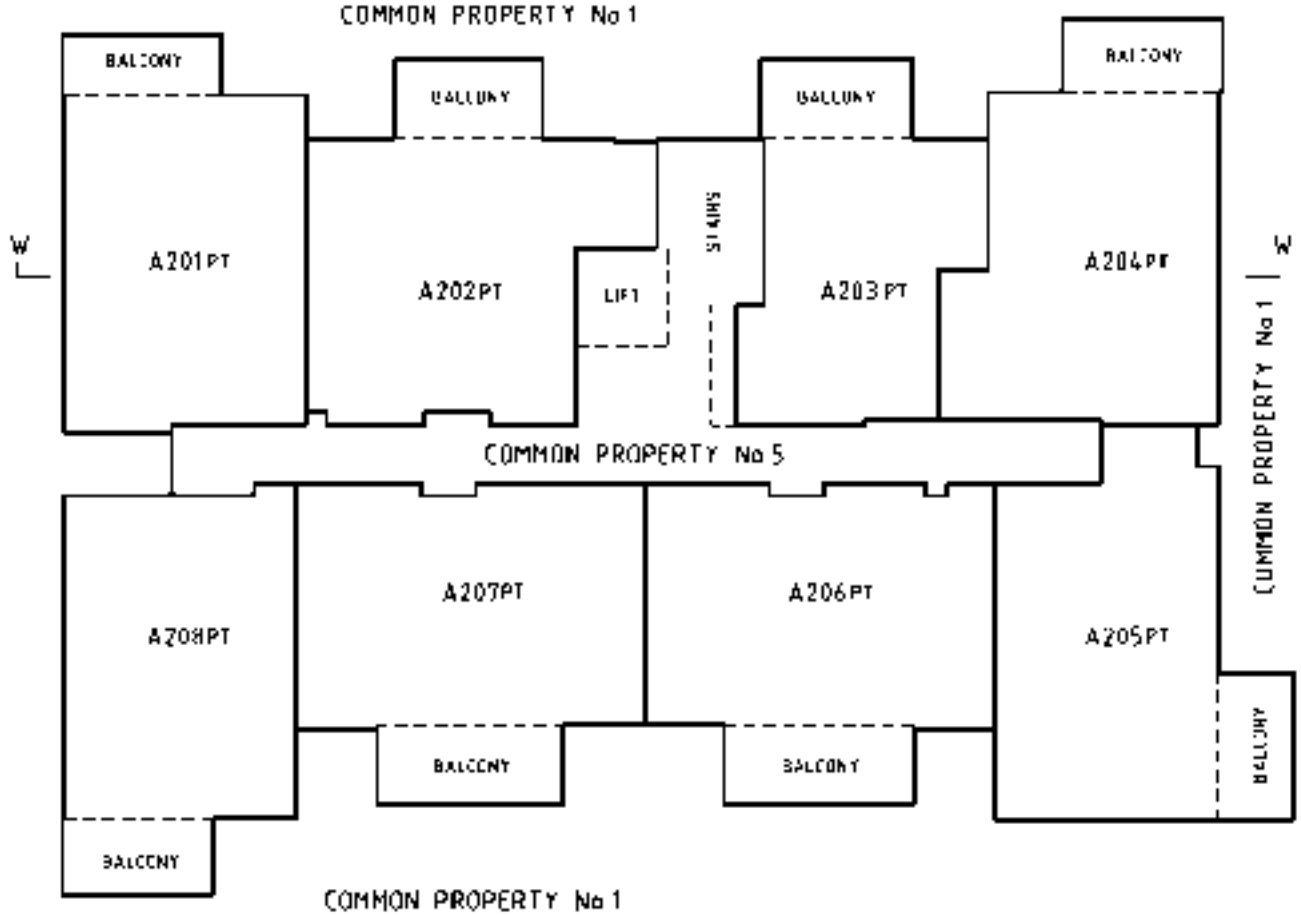


APARTMENT BUILDING A
FIRST FLOOR

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	1.5 0 1.5 3 4.5 6 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 17
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION COMPILED-11			

PS503570D

MGA94 ZONE 55



APARTMENT BUILDING A
SECOND FLOOR

Beveridge Williams
development & environmental consultants
Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/11

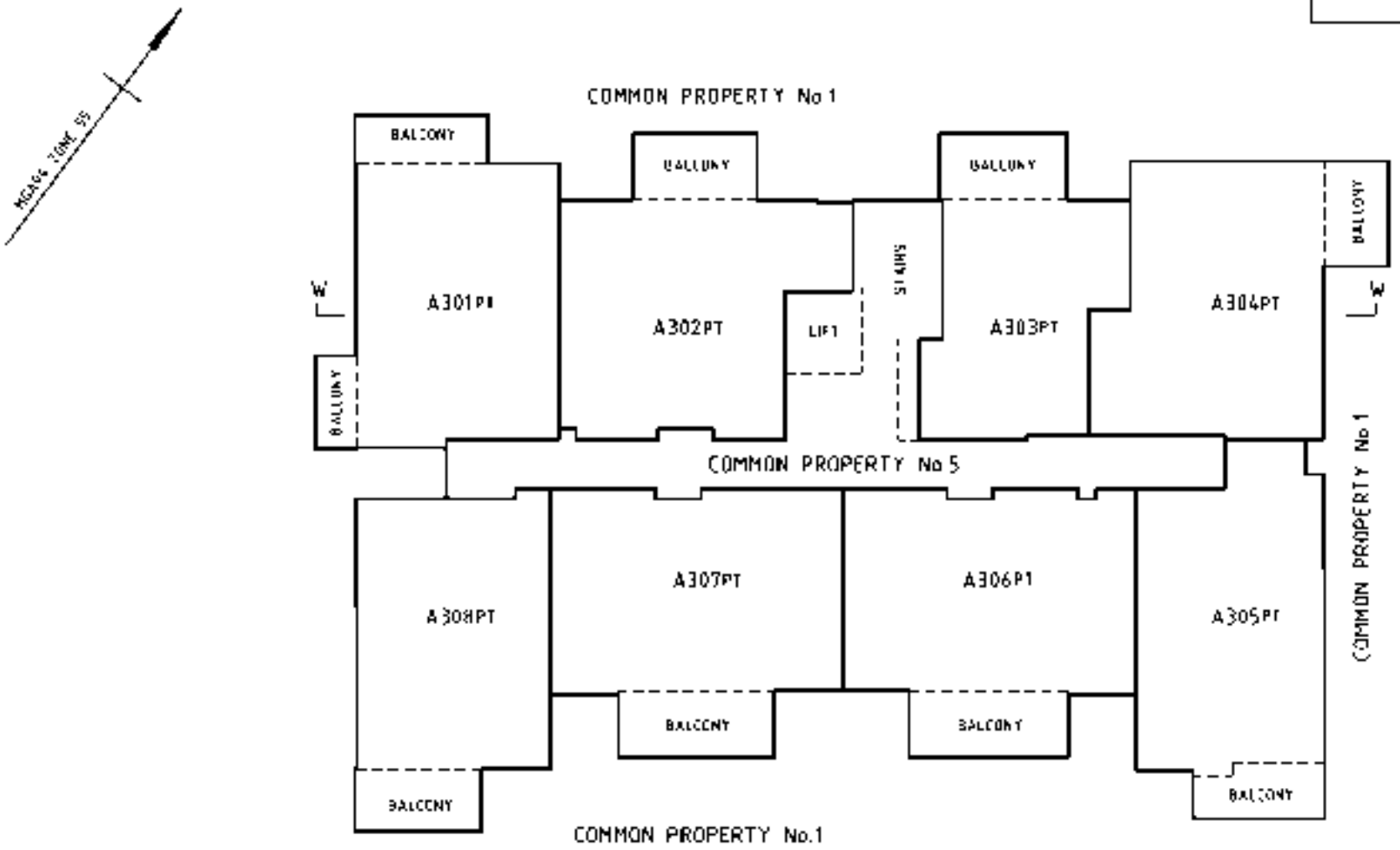
SCALE
1:150

ORIGINAL SHEET SIZE A3

SHEET 10

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION COMPILED-11

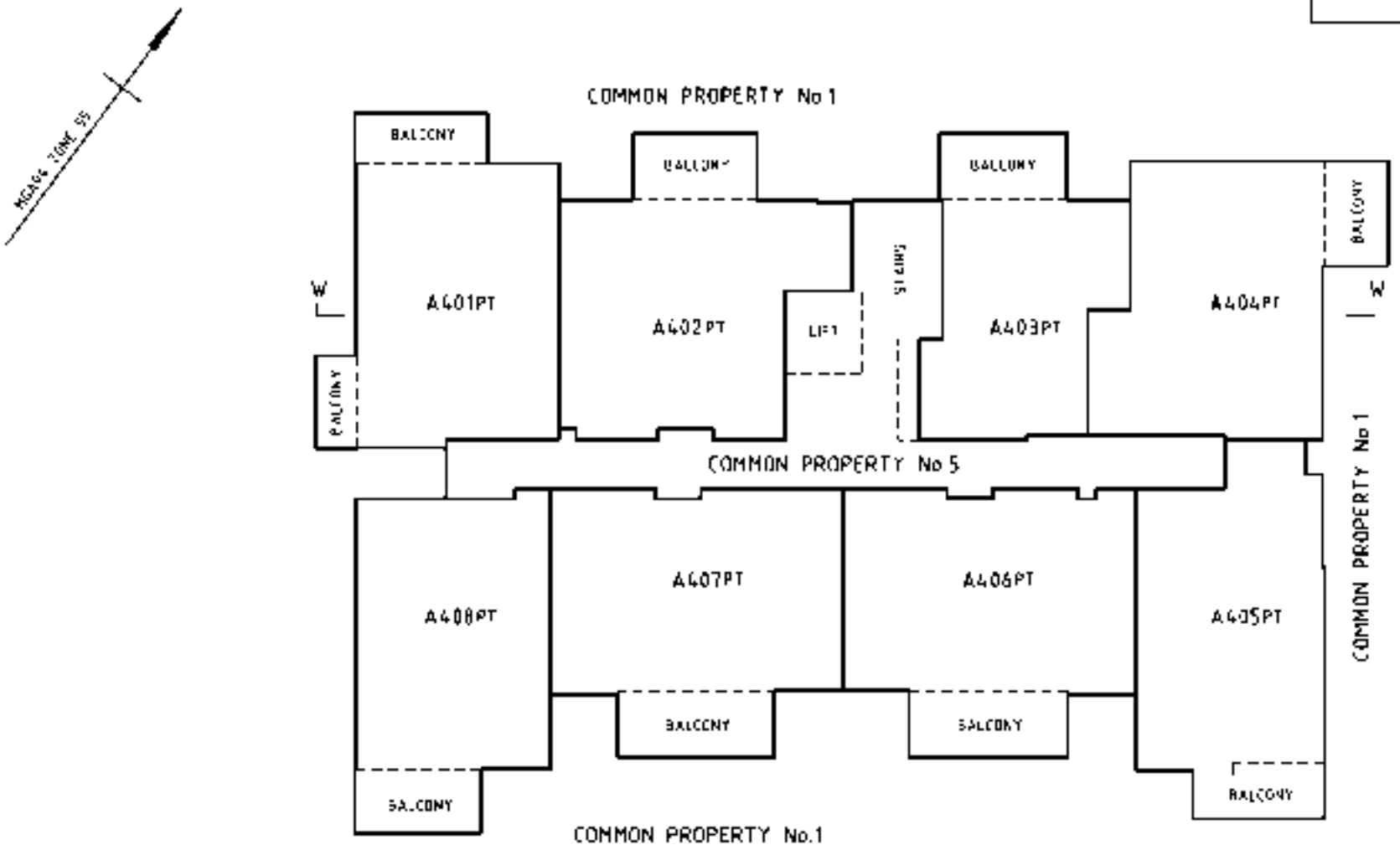
PS503570D



APARTMENT BUILDING A
THIRD FLOOR

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	1.5 0 1.5 3 4.5 6 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 3 OF 3
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION COMPILED-11			

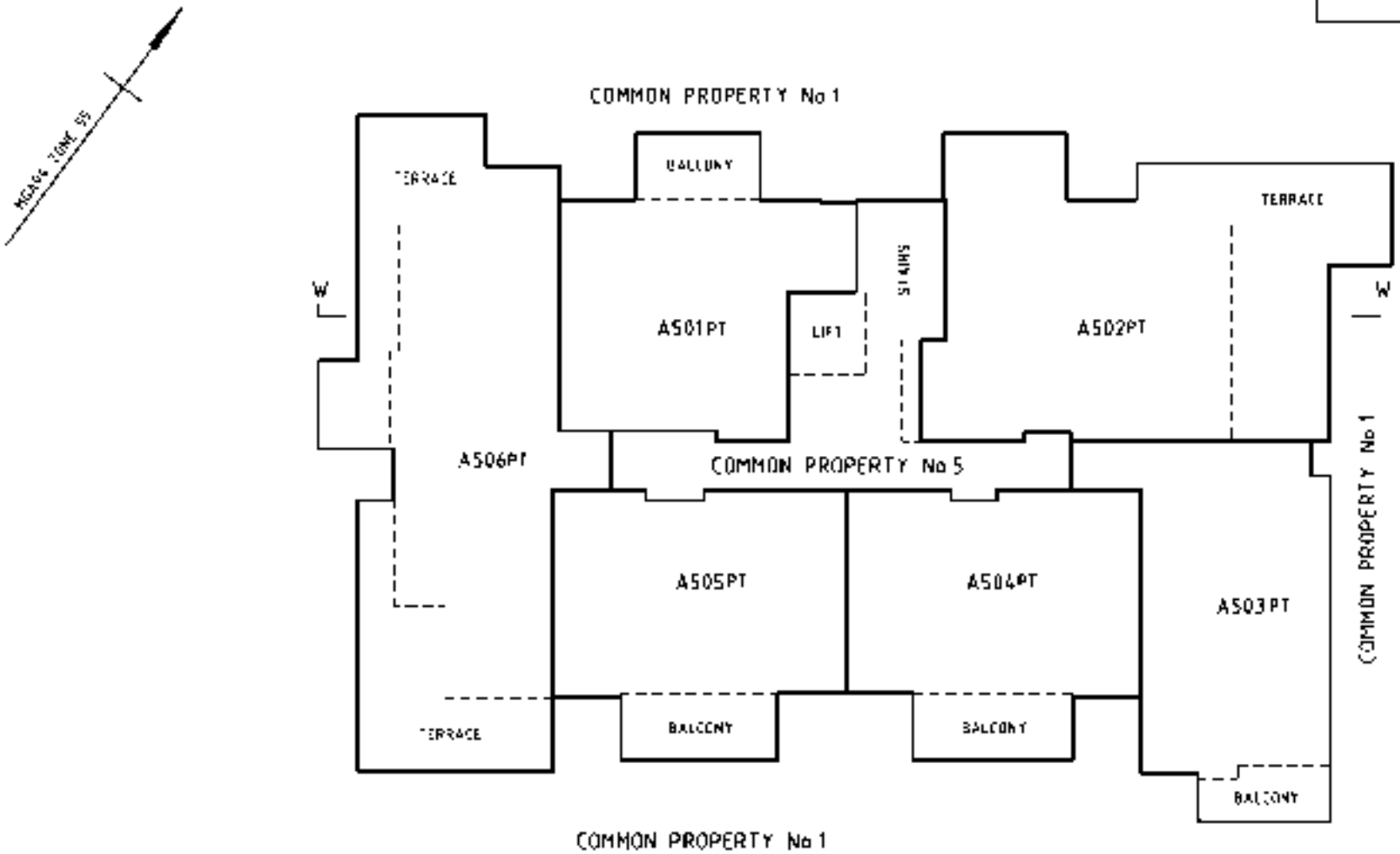
PS503570D



APARTMENT BUILDING A
FOURTH FLOOR

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	1.5 0 1.5 3 4.5 6 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 10
			LICENSED SURVEYOR: ANDREW JOHN BLISSE VERSION COMPILED-11			

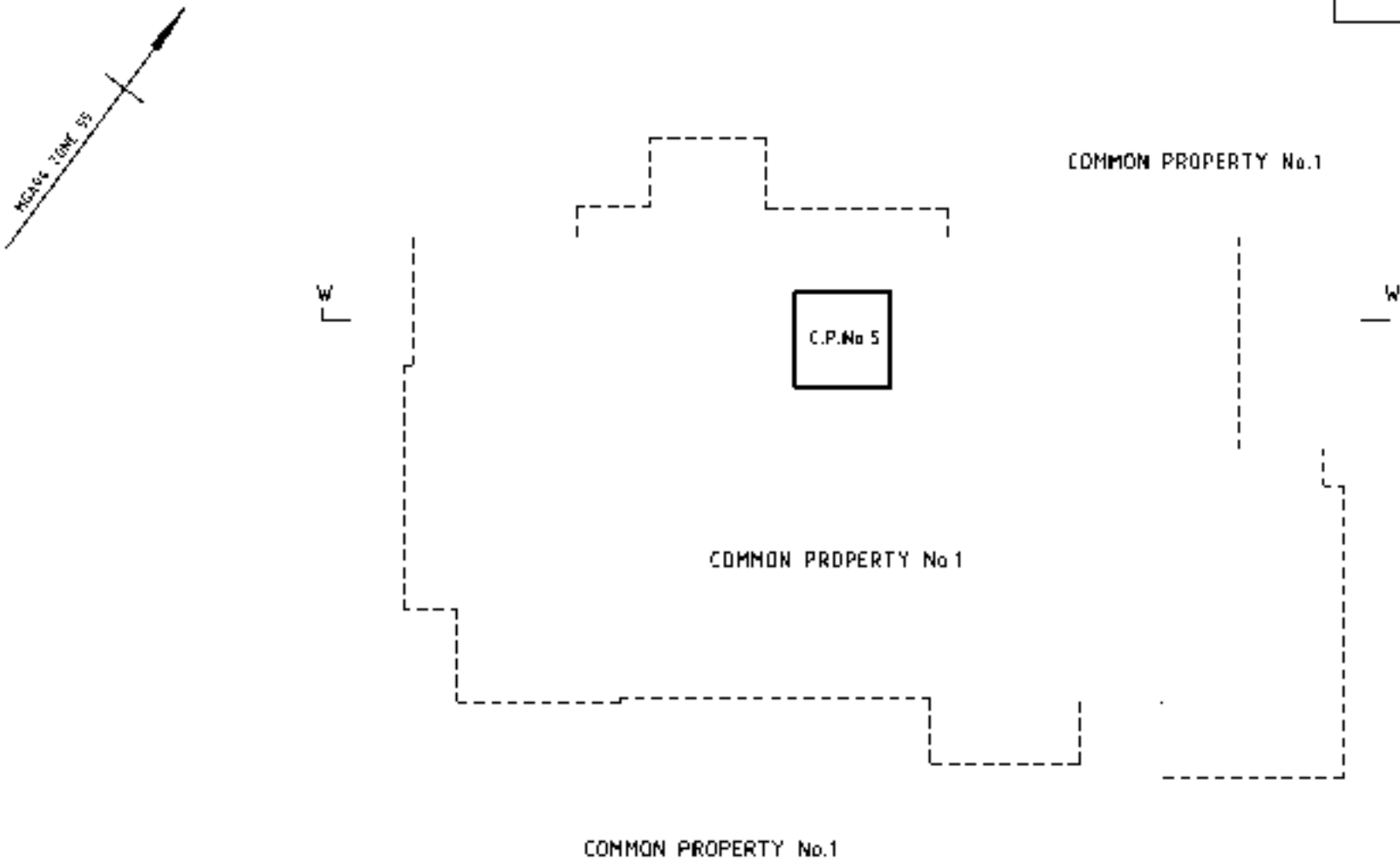
PS503570D



APARTMENT BUILDING A
FIFTH FLOOR

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	1.5 0 1.5 3 4.5 6 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 4 OF
			LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION COMPILED-11			

PS503570D



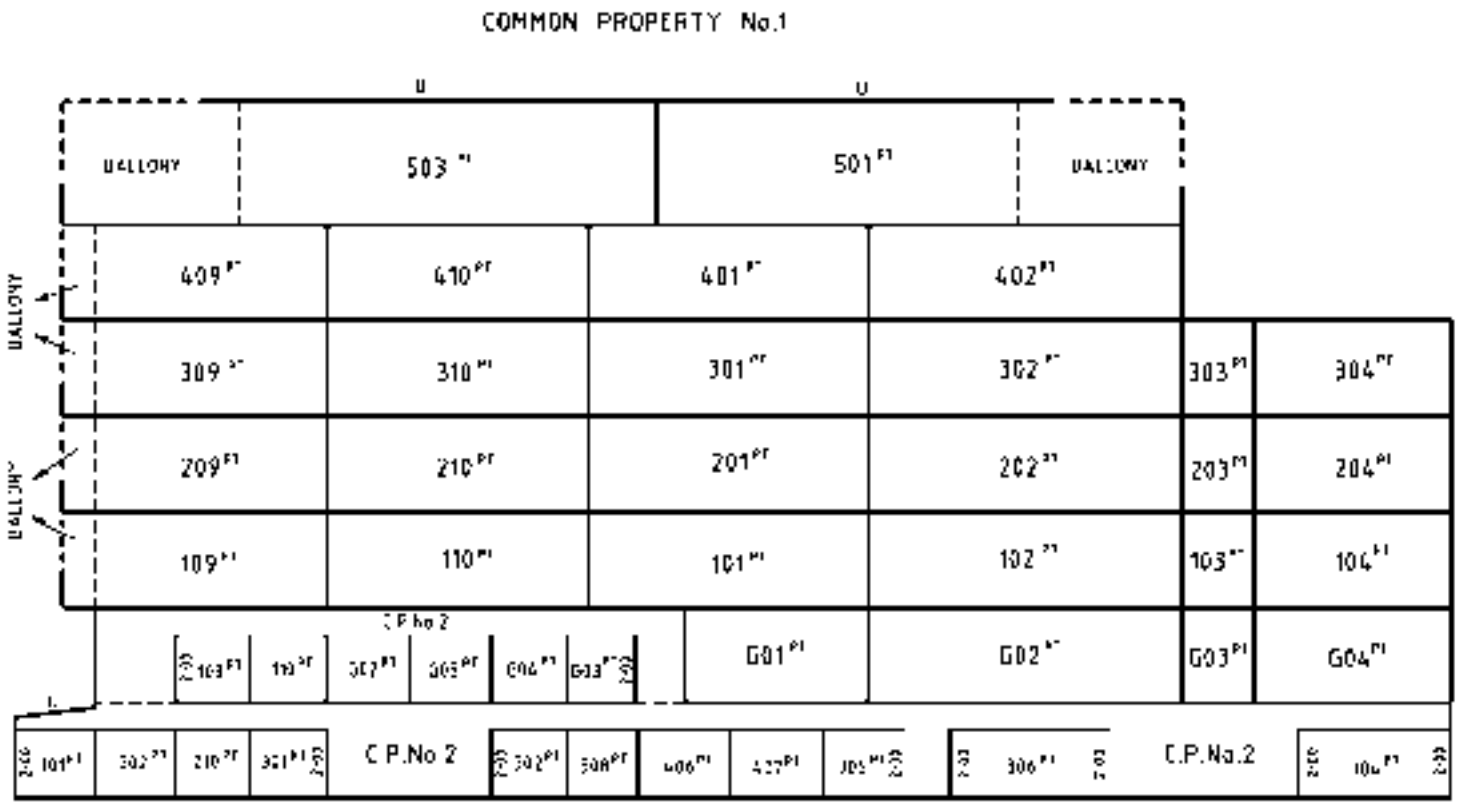
APARTMENT BUILDING A
ROOF

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		SCALE 1:150	1.5 0 1.5 3 4.5 6 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 4
			LICENSED SURVEYOR: ANDREW JOHN BLISSE VERSION COMPILED-11			

PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER **PS 503570D**



SECTION A-A

NOT TO SCALE

BEVERIDGE WILLIAMS & COPITLTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2065 CALDFIELD JUNCTION 3161 35284444
PO BOX 1061 BALLARAT MAIL CENTRE 3350 5331 3877
PO BOX 161 LEONGATHA 3953 5622 2630
PO BOX 139 WONTHAGGI 3995 5671 1905
PO BOX 1316 TRARALGON 3844 5176 5374

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 26/05/2021

REF 2069

VERSION 4

SHEET 15

DATE / /

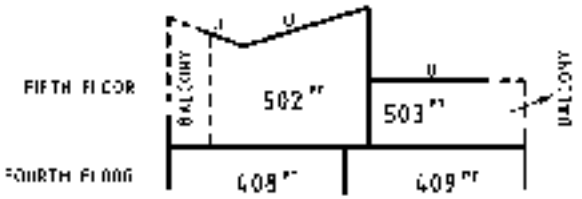
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO

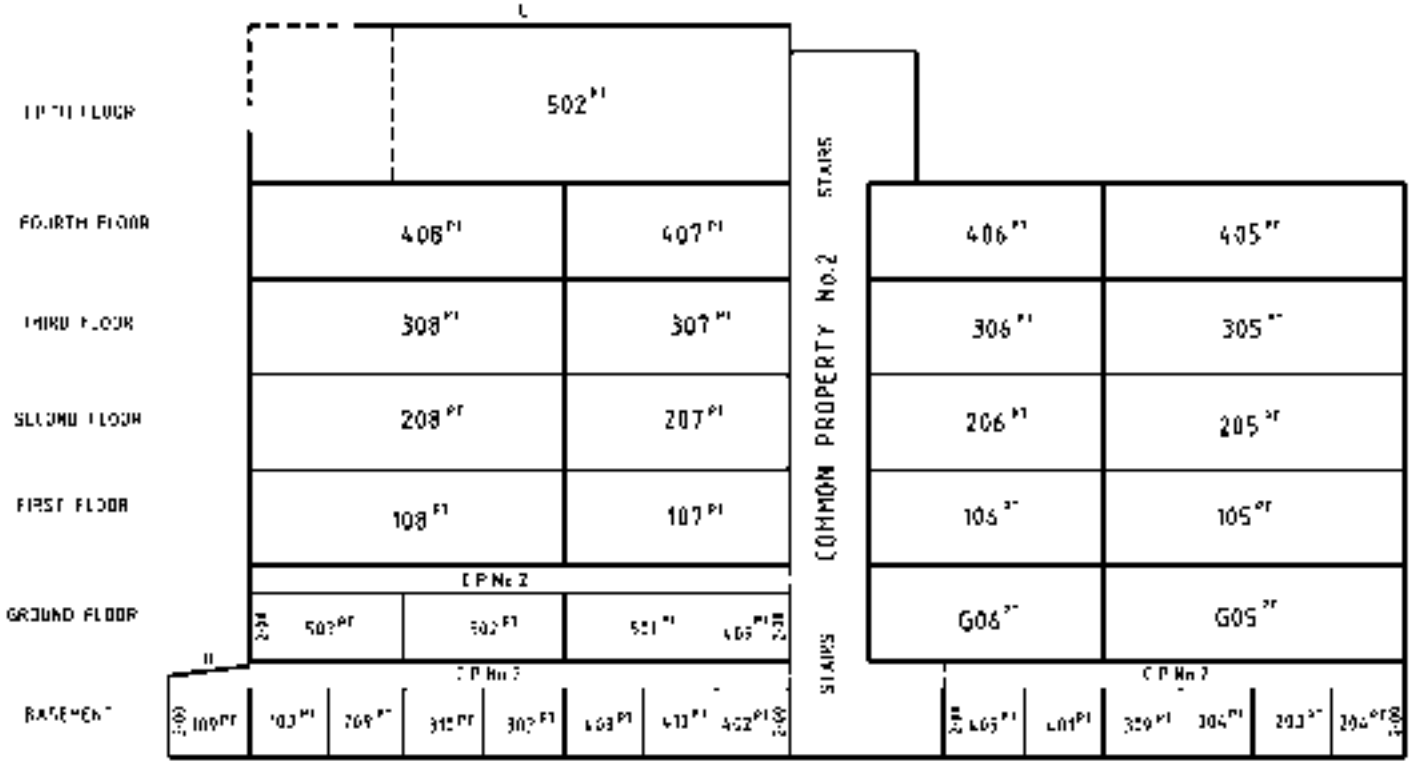
PLAN NUMBER
PS 503570D

COMMON PROPERTY No.1



SECTION C-C
NOT TO SCALE

COMMON PROPERTY No.1



COMMON PROPERTY No.1

SECTION B-B
NOT TO SCALE

BEVERIDGE WILLIAMS & CO PTY LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 35284444
PO BOX 1069 BALLARAT MAIL CENTRE 3350 5331 3877
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 139 WONTHAGGI 3995 56721905
PO BOX 1316 TRARALGON 3844 51760374

SCALE
LENGTHS ARE IN METRES

ORIGINAL
SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE
SIGNATURE ..... DATE 26/06/2003
REF 2069
VERSION 4

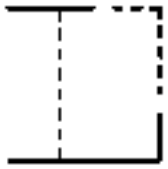
SHEET 1 OF
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO.

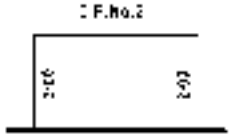
PLAN NUMBER

PS 503570D



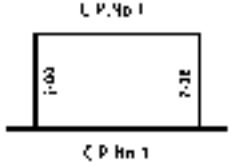
TYPICAL SECTION THROUGH
BALCONIES TERRACES & EXTERNAL PASSAGEWAYS

NOT TO SCALE



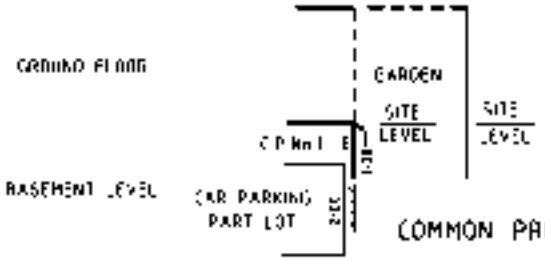
TYPICAL SECTION THROUGH
CAR PARKING LOTS
BASEMENT LEVEL & GROUND FLOOR
(APARTMENT BUILDING)

NOT TO SCALE



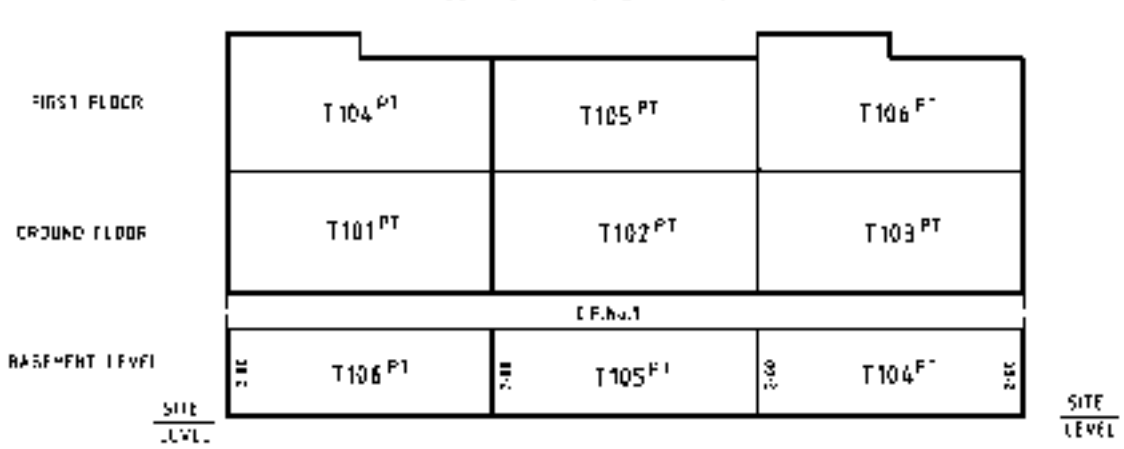
TYPICAL SECTION THROUGH
CAR PARKING & STORAGE AREA PART LOTS
BASEMENT LEVEL BUILDINGS 1,3,4 9 & 10

NOT TO SCALE



TYPICAL SECTION THROUGH GARDEN AREAS
LOTS T101, T102, T103, T301 TO T305,
T401 TO T405, T901 TO T905, T1001 TO T1005

NOT TO SCALE



COMMON PROPERTY No.1

SECTION D-D

NOT TO SCALE

BEVERIDGE WILLIAMS & CO PTY LTD.
ACN 006 197 285 ABN 44 632 030 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CALDFIELD JUNCTION 3161 35284444
PO BOX 1059 BALLARAT MAIL CENTRE 3354 [illegible]
PO BOX 161 LEONGATHA 3953 56122630
PO BOX 39 WONTHAGGI 3995 [illegible]
PO BOX 1316 TRARALGON 3844 [illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE

SIGNATURE ..... DATE 12/11/2003

REF 2069/2 VERSION 4

SHEET 17

DATE / /

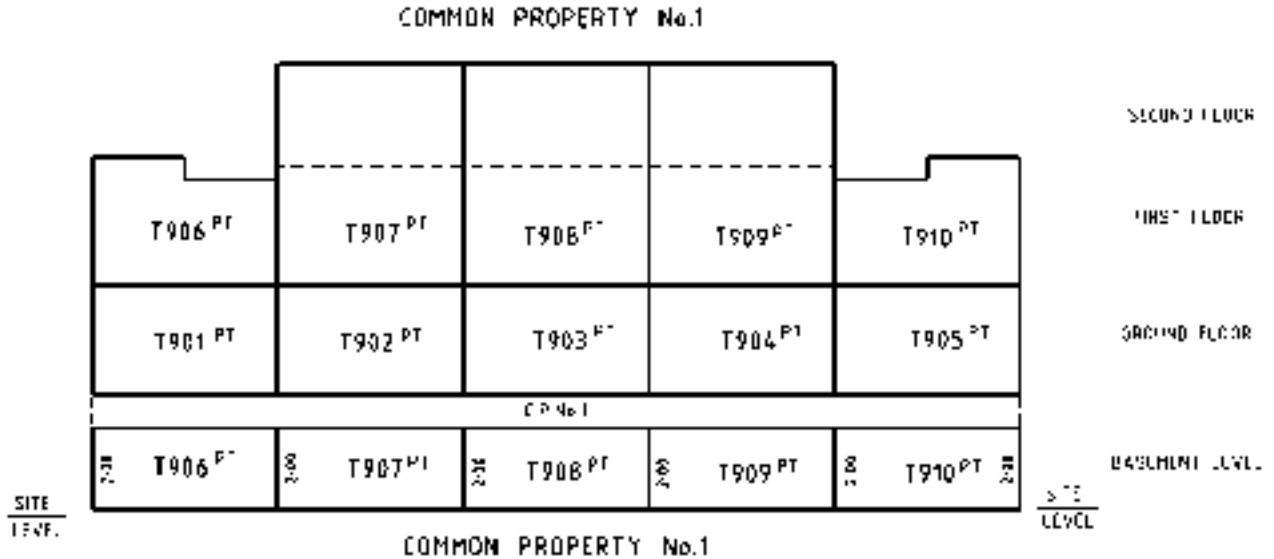
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

PS 503570D



SECTION E-E

NOT TO SCALE

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO Box 2205 CALDFIELD JUNCTION 3161 35284444
PO Box 1851 BALLARAT MAIL CENTRE 3354 5331 3877
PO Box 161 LEONGATHA 3953 5622 5630
PO Box 739 WONTHAGGI 3995 5671 1505
PO Box 1316 TRARALGON 3844 5176 5374

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BOSEC

SIGNATURE ..... DATE 06/02/2006

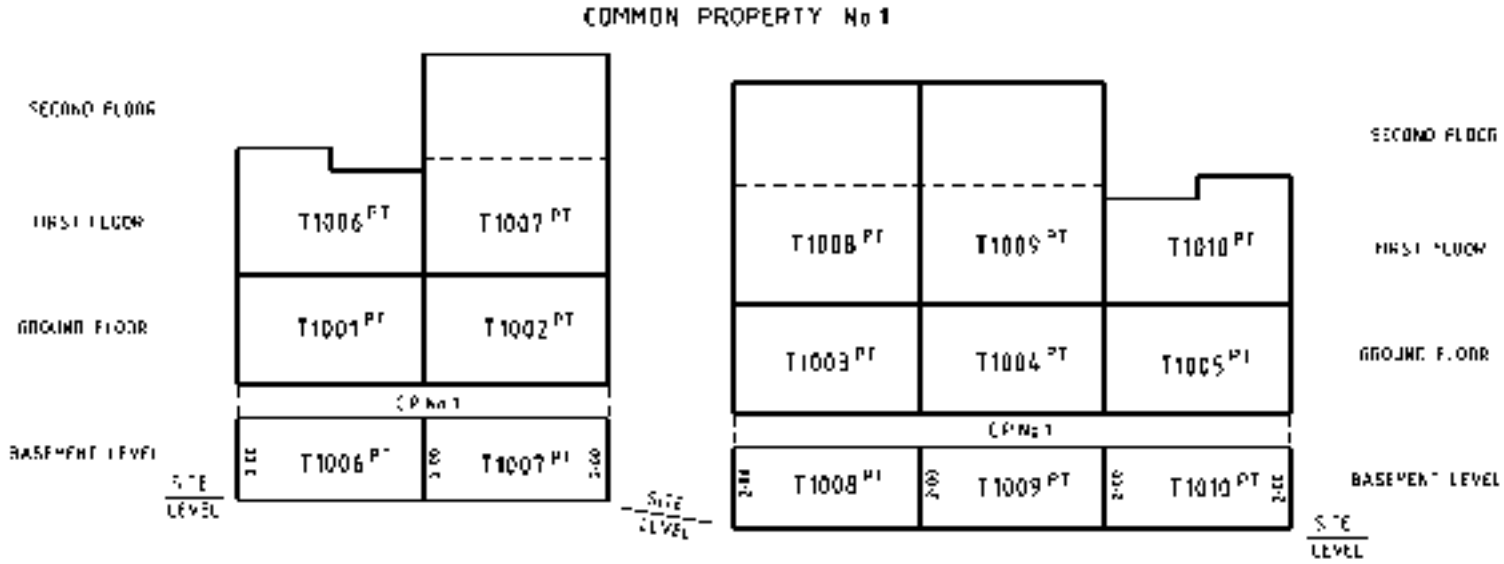
REF 2069/5 VERSION 2

SHEET 10

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE NO.	PLAN NUMBER PS 503570D



SECTION F-F

NOT TO SCALE

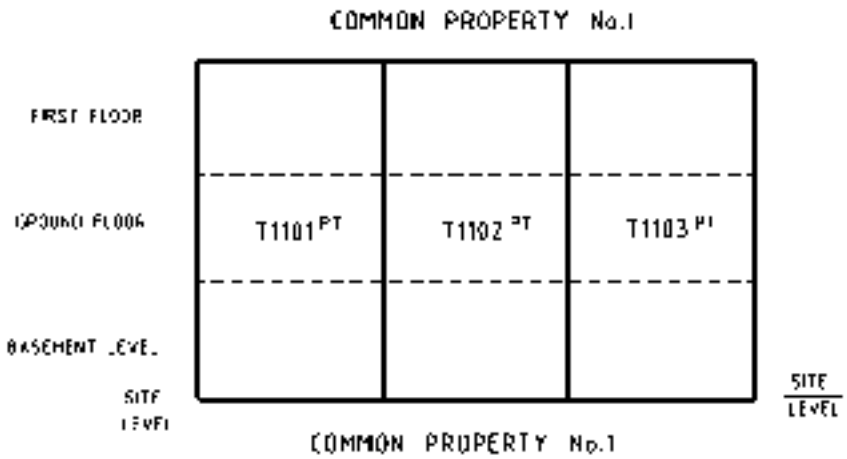
BEVERIDGE WILLIAMS & COPELAND ACN 006 197 285 ABN 44 632 039 094 SURVEYORS, ENGINEERS, PLANNERS ENVIRONMENTAL CONSULTANTS PO BOX 2265 CALDFIELD JUNCTION 3161 35284444 PO BOX 1863 BALLARAT MAIL CENTRE 3354 5331 3877 PO BOX 161 LEONGATHA 3953 5622 6630 PO BOX 139 WONTHAGGI 3995 5671 1505 PO BOX 1316 TRARALGON 3844 5176 5374	SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE: SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ANDREW JOHN BUSSE SIGNATURE ..... DATE 04/12/2024 REF 2069/4 VERSION 2	SHEET 19 OF DATE / / COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE NO.

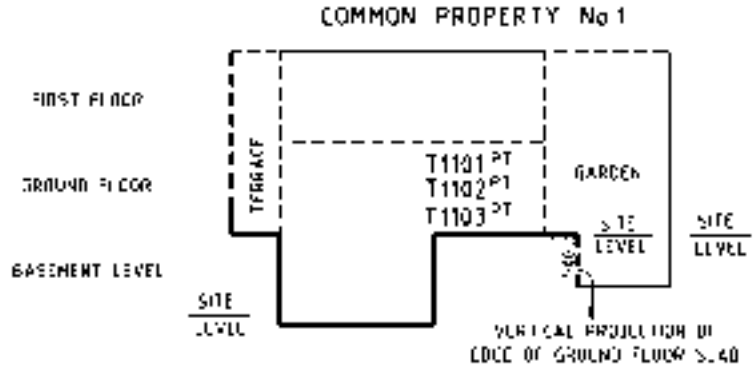
PLAN NUMBER

PS 503570D



SECTION G-G

NOT TO SCALE



SECTION H-H

NOT TO SCALE

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 35284444
PO BOX 1061 BALLARAT MAIL CENTRE 3354 5331 3877
PO BOX 161 LEONGATHA 3953 5622 6630
PO BOX 739 WONTHAGGI 3995 5671 1905
PO BOX 1316 TRARALGON 3844 5176 0374

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE A3 SHEET SIZE

LICENSED SURVEYOR (PRINT) ANDREW JOHN BOSEC

SIGNATURE ..... DATE 06/01/2004

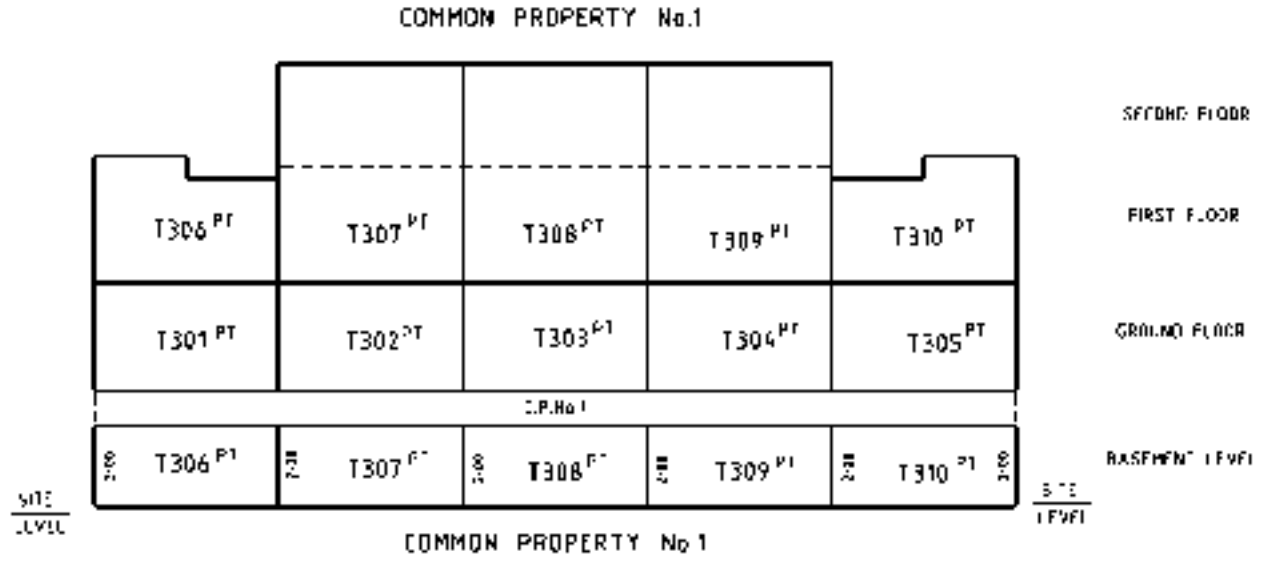
REF 2069/3 VERSION 4

SHEET 1 OF 1 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE NO	PLAN NUMBER
		PS 503570D



SECTION J-J

NOT TO SCALE

BRYAN BOOR WILLIAMS & CO PTY LTD
ACN 008 197 256 ABN 44 822 029 644
SURVEYORS . ENGINEERS . PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 3905 SALFICLD JUNCTION 3161 95804444
PO BOX 1465 BALLARAT MAIL CENTRE 3354 53313877
PO BOX 161 [illegible] 3851 56621455
PO BOX 704 WARRNAMBOOL 3995 56321505
PO BOX 1316 TRARALGON 3844 51760574

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
	A3

LICENSED SURVEYOR (PRINT) ANDREW IOHN BOSSE

SIGNATURE DATE 17/03/2004

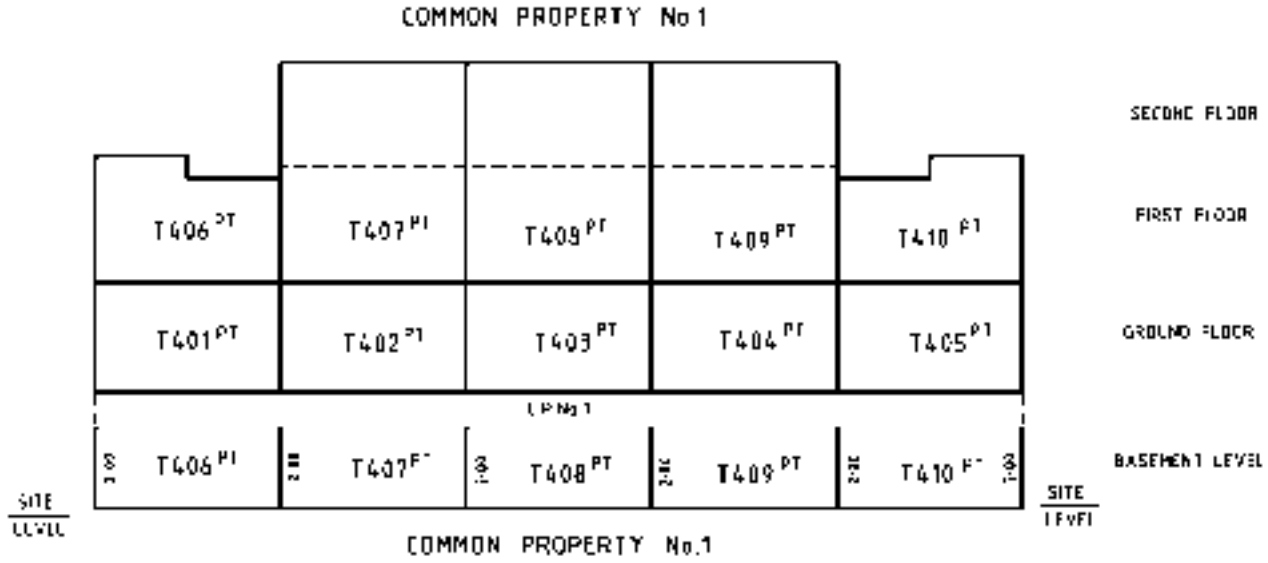
REF 2069/6 VERSION 2

SHEET 1 OF

DATE / /

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE NO.	PLAN NUMBER PS 503570D



SECTION K-K

NOT TO SCALE

BEVERIDGE WILLIAMS & COPELAND
ACN 006 197 285 ABN 44 632 039 094
SURVEYORS, ENGINEERS, PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2265 CALDFIELD JUNCTION 3161 95284444
PO BOX 1863 BALLARAT MAIL CENTRE 3354 53313877
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 139 WONTHAGGI 3995 56721905
PO BOX 1316 TRARALGON 3844 51760374

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
	A3

LICENSED SURVEYOR (PRINT) ANDREW JOHN BOSEC

SIGNATURE ..... DATE 28/05/2004

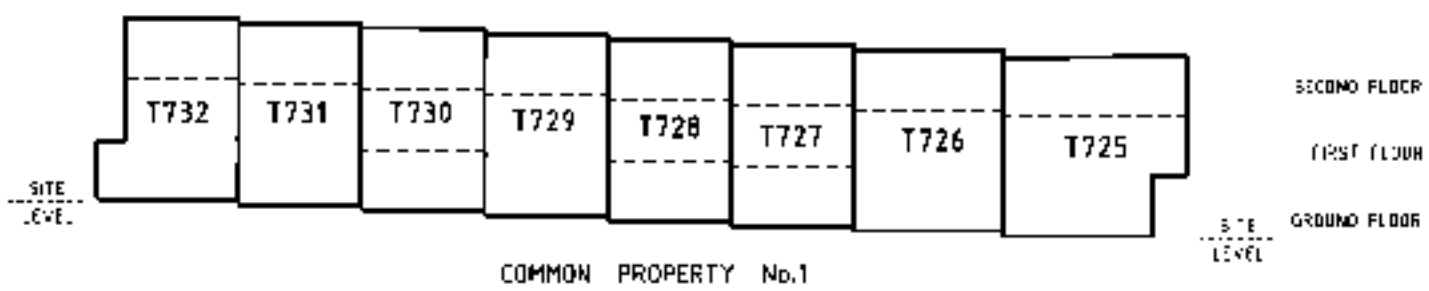
REF 2069/2 VERSION 3

ORIGINAL SHEET SIZE A3

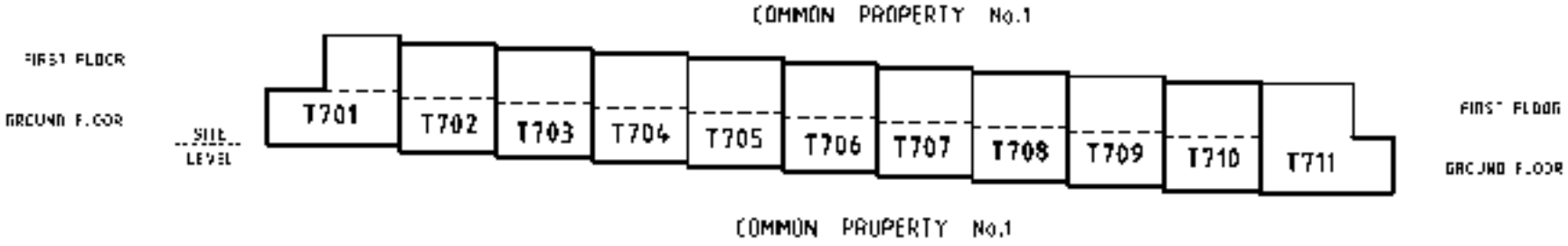
SHEET 02

DATE / /

COUNCIL DELEGATE SIGNATURE



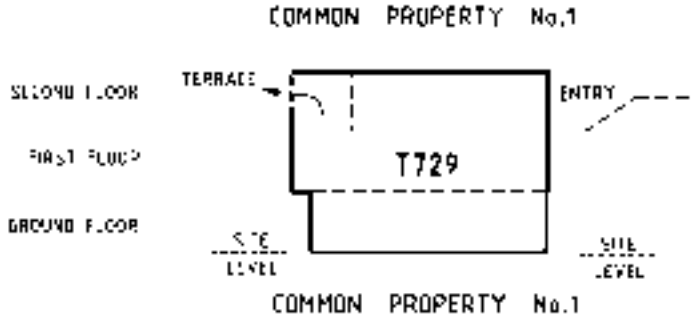
SECTION L-L
NOT TO SCALE



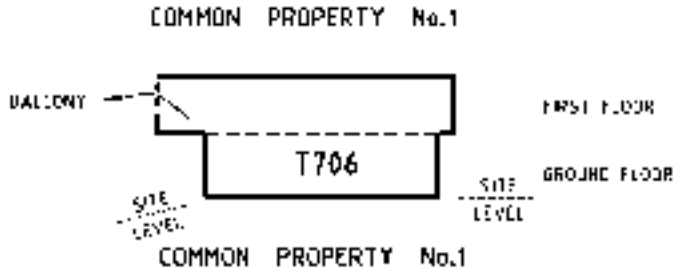
SECTION M-M
NOT TO SCALE

Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYOR REFERENCE 1101276		SCALE	0 LENGTH OF LINE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 3 OF 3
			LICENSED SURVEYOR: ANDREW JOHN RUSSELL VERSION: 0 DATE:			

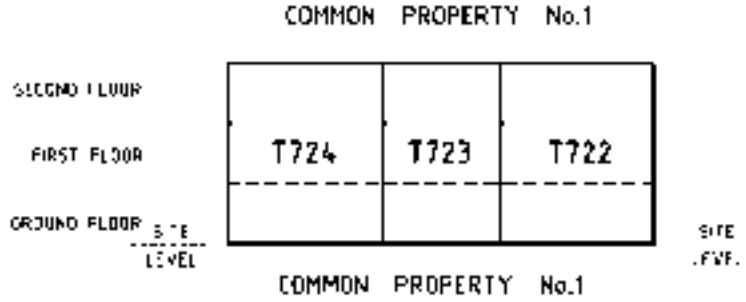
PS503570D



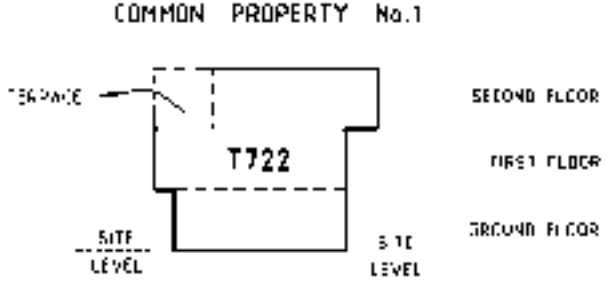
SECTION N-N
NOT TO SCALE
(TYPICAL FOR LOTS T725-T728 & T730-T732)



SECTION O-O
NOT TO SCALE
(TYPICAL FOR LOTS T702-T705 & T707-T710)



SECTION P-P
NOT TO SCALE



SECTION Q-Q
NOT TO SCALE
(TYPICAL FOR LOTS T723 & T724)

Beveridge Williams
development & environment consultants
Melbourne ph: 03 9529 8888
www.beveridgewilliams.com.au

SURVEYOR REFERENCE
1101276

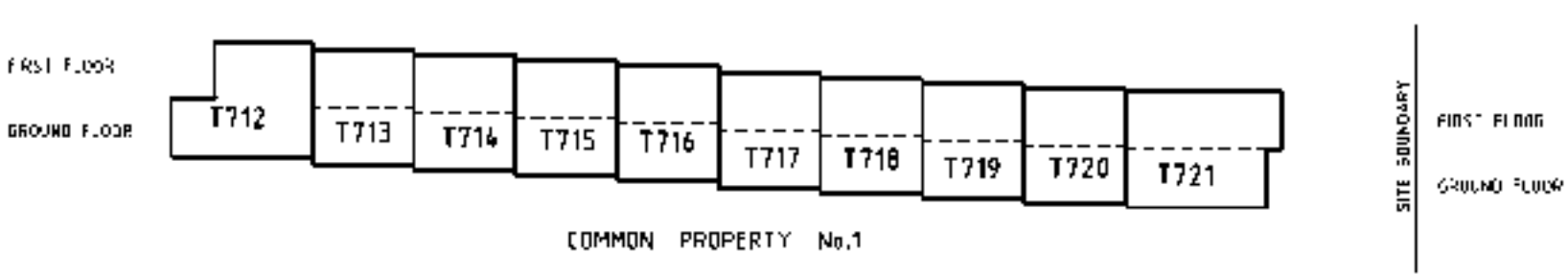
SCALE 0

ORIGINAL SHEET SIZE A1

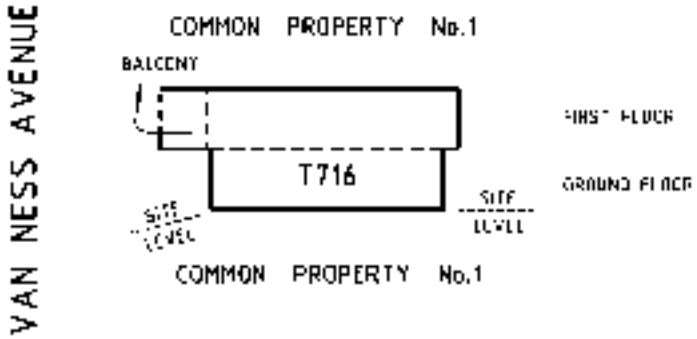
SHEET 2 of

LICENSED SURVEYOR ANDREW JOHN BUSSE
VERSION 0 DATE

PS503570D

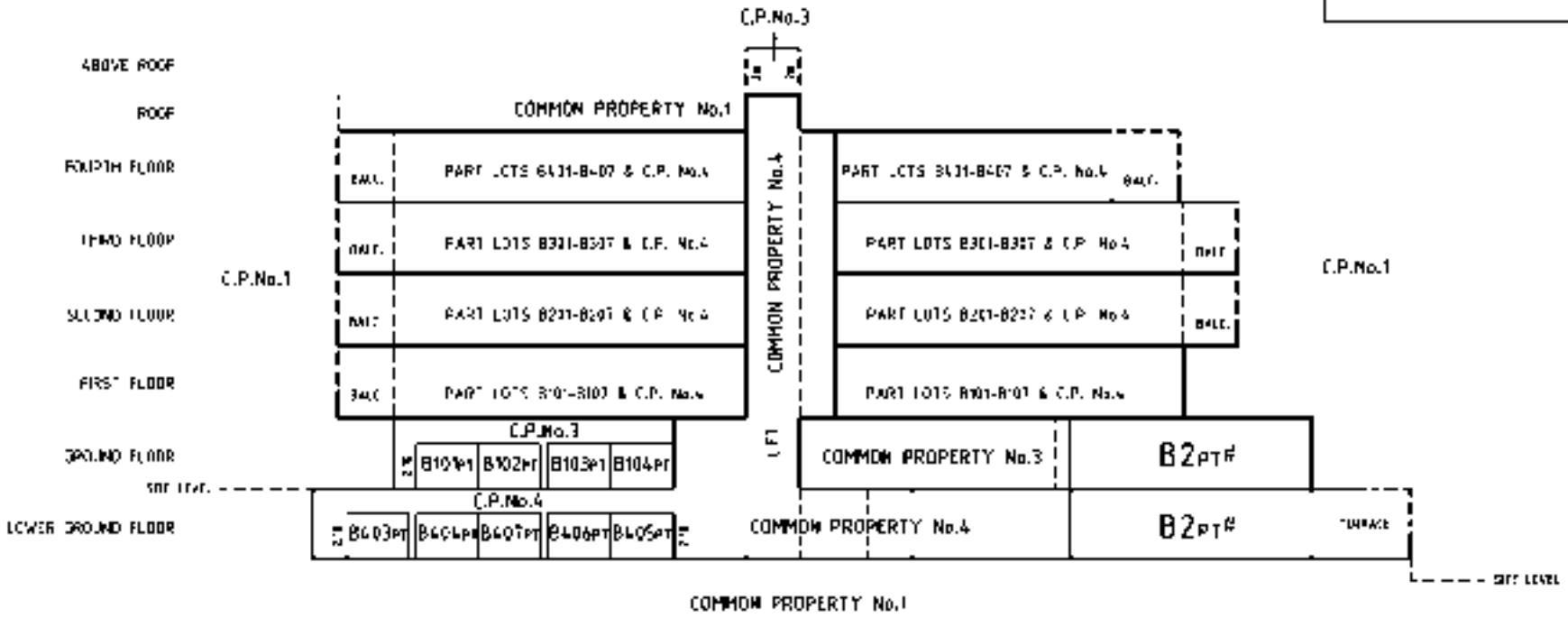


SECTION R-R
NOT TO SCALE

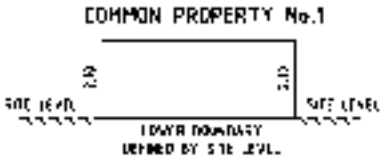


SECTION S-S
NOT TO SCALE
(TYPICAL FOR LOTS T713-T715 & T717-T720)

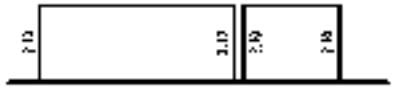
Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276		SCALE 0 LENGTH OF LINE IN mm DILENSED SURVEYOR ANDREW JOHN BOSSI VERSION 0 DATE
			ORIGINAL SHEET SIZE A1
			SHEET 5



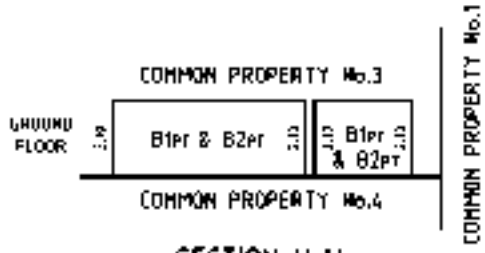
SECTION T-T
TYPICAL
NOT TO SCALE



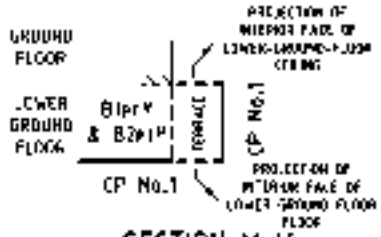
TYPICAL SECTION
THROUGH PART LOTS B1 & B2
OUTSIDE OF APARTMENT
BUILDING B
NOT TO SCALE



TYPICAL SECTION
THROUGH ALL PART LOTS EXCEPT B1 & B2
ON LOWER GROUND & GROUND FLOORS
WITHIN APARTMENT BUILDING B
NOT TO SCALE



SECTION U-U
NOT TO SCALE



SECTION V-V
NOT TO SCALE

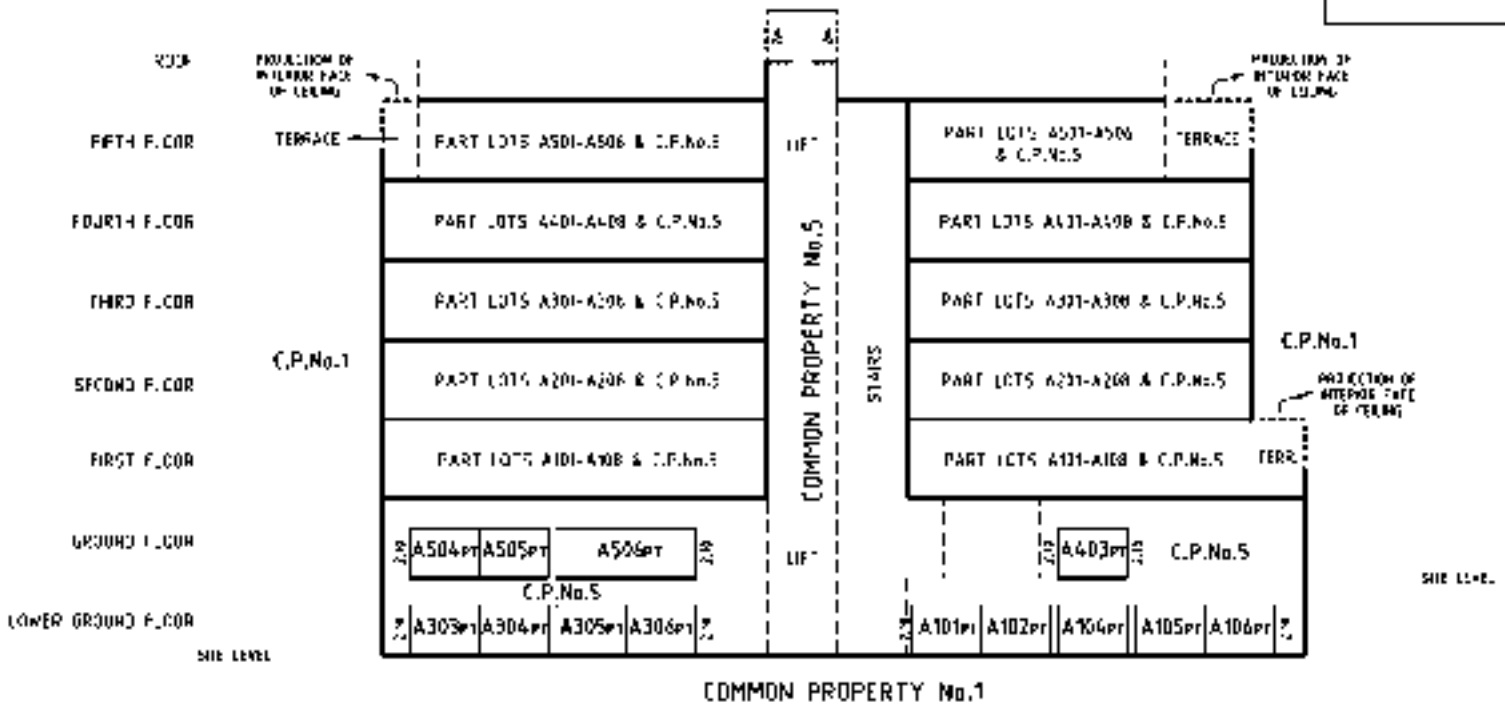
Beveridge Williams
development & environment consultants
Melbourne ph: 03 9524 8866
www.beveridgewilliams.com.au

SURVEYORS REFERENCE
1101276/10

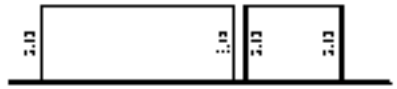
ORIGINAL SHEET SIZE A3

SHEET 10

LICENSED SURVEYOR: ANDREW JOHN BLESSE
VERSION 3 DATE 22/03/2017

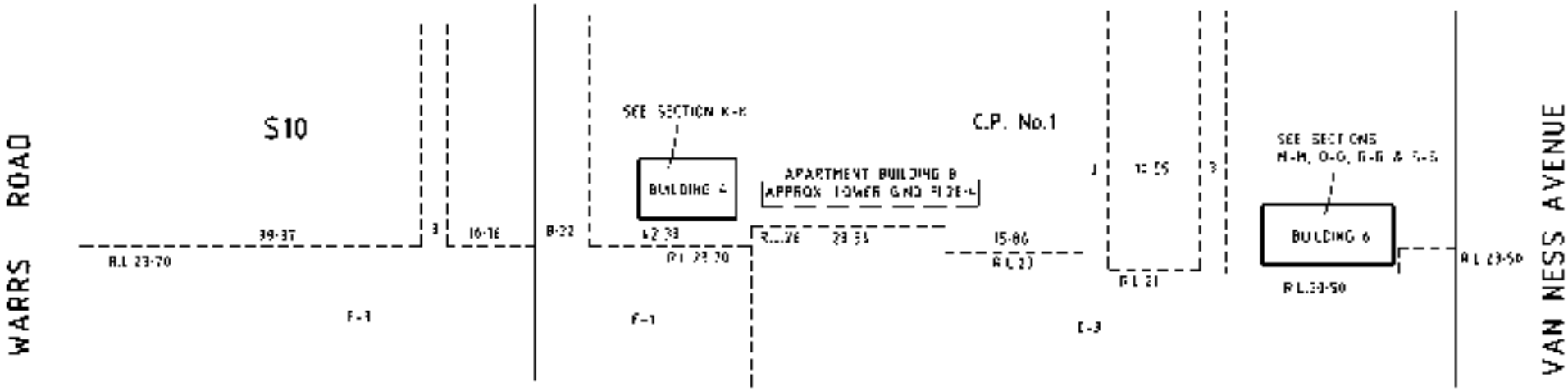


SECTION W-W
TYPICAL
NOT TO SCALE

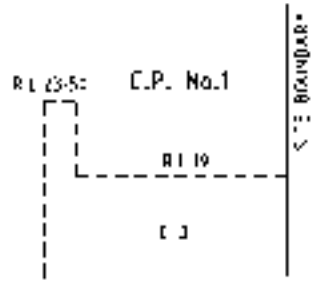


TYPICAL SECTION
THROUGH ALL PART LOTS ON LOWER
GROUND & GROUND FLOORS
WITHIN APARTMENT BUILDING A
NOT TO SCALE

Beveridge Williams development & environment consultants Melbourne ph: 03 9524 8866 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276/11		ORIGINAL SHEET SIZE A3	SHEET 5 OF 5
		LICENSED SURVEYOR: ANDREW JOHN BLESSE VERSION COMPILED-11		



SECTION X-X
NOT TO SCALE
DIMENSIONS SHOWN ARE ALONG THE NORTH EDGE OF EASEMENT



SECTION Y-Y
NOT TO SCALE

Beveridge Williams development & environment consultants Melbourne ph: 03 9529 8888 www.beveridgewilliams.com.au	SURVEYORS REFERENCE 1101276		SCALE	ORIGINAL SHEET SIZE: A3 SHEET 06
			LICENSED SURVEYOR ANDREW JOHN BUSSE VERSION COMPILED 11	

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE: 15/7/2003 TIME: 1:45

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

PLAN NUMBER

PS503570D

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BODY CORPORATE No. 1		ADDITIONAL RULES APPLY	AC331445Y	16/09/03		2	R. REDMAN
BODY CORPORATE No. 2		ADDITIONAL RULES APPLY	AC331438V	16/09/03		2	R. REDMAN
BODY CORPORATE No. 1		CHANGE OF ADDRESS	AC331432J	17/09/03		3	R. REDMAN
LOT S2	LOTS S3, T101 to T106 AND Common Property No.1	STAGE 2	PS503570D/S2	5/12/2003		4	R.MELLOR
LOT S3	LOTS T1101 TO T1103 AND S4	STAGE 3	PS503570D/S3	8/1/04		5	NC
LOT S3	LOTS T1001 to T1010 & S5 & ADDITIONAL COMMON PROPERTY No.1	STAGE 4	PS503570D/S4	11/03/04		6	R.W.G.
LOT S4	LOTS T901 to T910 & S6 & ADDITIONAL COMMON PROPERTY No. 1	STAGE 5	PS503570D/S5	11/03/04		6	R.W.G.
LOT S5	LOTS T301-T310 & S7 & COMMON PROPERTY NO.1	STAGE 6	PS503570D/S6	27/5/2004		7	G.A.H
LOT S7	LOTS T401 to T410 & S8 & ADDITIONAL COMMON PROPERTY No. 1	STAGE 7	PS503570D/S7	21/06/2004		8	M.M.C.
BODY CORPORATE No. 1		RECTIFICATION	AD111638G	14/09/04		9	M.A.B.

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 503570D

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
BODY CORPORATE No 2		CHANGE OF ADDRESS	AD415202L		10	MLE
COMMON PROPERTY NO 1	ROAD R-3	PARTIAL SUBDIVISION UNDER SEC 32 SUBDIVISION ACT 1988	PS503570D/D1		11	TSG
LOT S8		CREATION OF EASEMENT	AE729135F	4/11/08	12	GN
S8	S9 & S10	STAGE PLAN	PS503570D	27/2/13	13	HL
LOTS S9 & S10	E-3	REMOVAL AND CREATION OF EASEMENT	AK789190F	9/1/14	14	RJS
LOT S9	LOTS T701-T732, S11, S12 AND ADDITIONAL COMMON PROPERTY NO 1	STAGE PLAN	PS503570D/S9	7/4/16	15	F.H.C
LOT S11	LOTS B1-B2, B101-B107, B201-B207, B301-B307, B401-B407 AND CPS 3 AND 4	STAGE PLAN	PS503570D/S10	22/03/17	16	RGM
LOT S12	LOTS A101 - A108 A201 - A208 A301 - A308 A401 - A408 A501 - A506 COMMON PROPERTY No 5 AND ADDITIONAL COMMON PROPERTY No.1	STAGE PLAN	PS503570D/S11	12/10/17	17	HJR

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OFFICE OF TITLES D.W. VICTORIA

Form 13

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

***Planning and Environment Act* 1987**

Lodged at the Land Titles Office by:

Name:	Maddocks
Phone:	9288 0555
Address:	140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref:	TGM:PJD:LGC:857946 **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 10243 Folio 606

AB350460E-1-1

Authority: Maribyrnong City Council of Napier Street, Footscray

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: Adrian Haughton

Office held: Coordinator Urban Planning

Date: 12/6/2002

[857916/PJD/LGC/491.1]

07 JUN 2002

DATED 12/06/ 2002

BETWEEN:

HIGHPOINT DEVELOPMENTS PTY LTD
(the Owner)

-and-

CITY OF MARIBYRNONG
(the Council)

SECTION 173 AGREEMENT

HOLDING REDLICH

LAWYERS AND CONSULTANTS

350 William Street, Melbourne Vic 3000
Tel: (03) 9321 9999 Fax: (03) 9321 9900

60 Castlereagh Street, Sydney NSW 2000
Tel: (02) 9234 4444 Fax: (02) 9234 4400

Our Ref: 98 19 4324

AB350460E

17/06/2002 $59 1T3

ORB350460E-2-9

M1054444-1.DOC

THIS AGREEMENT is made the 12th day of June 2002

PURSUANT TO Section 173 of the **Planning and Environment Act, 1987 (the Act)**

BETWEEN **HIGHPOINT DEVELOPMENTS PTY LTD** (ACN 008 617 829) of 24-40 Rosslyn Street, West Melbourne in the State of Victoria

(the Owner)

of the one part

AND **THE CITY OF MARIBYRNONG** of Napier Street, Footscray in the State of Victoria

(the Council)

of the other part.

RECITALS:

A. The Owner is or is entitled to be the registered proprietor of the Land.

B. The Council is the responsible authority for the administration and enforcement of the Scheme

C. The Council is the Responsible authority pursuant to the Act for the Scheme

D. On 11 October 1999 Council issued Planning Permit No TP 98/165 (**Planning Permit**) allowing the Land to be used and developed for apartments and attached houses in accordance with a plan to be endorsed pursuant to condition 1 of the Planning Permit. Condition 13 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement as Annexure "A".

NOW THIS AGREEMENT WITNESSES and the Owner and the Council **COVENANT AND AGREE** as follows:

1 RECITALS, DEFINITIONS, INTERPRETATION, TIME AND DISPUTES

1.1 Recitals

(a) The Recitals to this Agreement set out the true account of the circumstances in which the Owner and the Council have entered into this Agreement.

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(b) The Recitals to this Agreement are and will be deemed to form part of this Agreement.

1.2 Definitions

(a) Words and expressions defined in the Recitals to this Agreement and used in the body of this Agreement have the same meaning as that given to them in the Recitals.

(b) In this Agreement, unless the context clearly indicates or requires the contrary, the following words and expressions have the following meanings:

the Act means the Planning and Environment Act, 1987;

Agreement or **this Agreement** means this Agreement and any agreement executed by the Parties and expressed to be supplemental to this Agreement;

the Annexures means each of the annexures annexed to this Agreement and a reference to one of the Annexures by letter means that annexure;

City of Maribyrnong means the City of Maribyrnong of Napier Street, Footscray;

Commencement Date means the date appearing on this Agreement;

the Council means the City of Maribyrnong and its successors and predecessors;

the Land means the land described in Certificate of Title Volume 10243 Folio 606 and known as corner Warrs Road and Van Ness Avenue, Maribyrnong in the State of Victoria;

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a mortgagee-in possession;

the Parties means the Owner and the Council and **Party** means either of the Owner or the Council;

person means natural person, corporation, company, incorporated association, statutory corporation, municipality or any other body or organisation having a legal entity,

Planning Permit means Planning Permit No. TP 98/165 issued to the Owner by the Council;

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the Scheme means the Maribyrnong Planning Scheme and any other planning scheme which applies to the Land; and

Tribunal means the Victorian Civil and Administrative Tribunal.

(c) The annexures to this Agreement form part of and are to be read as forming part of this Agreement.

1.3 Interpretation

In this Agreement:

(a) words importing the singular include the plural;

(b) references to clauses by number or by number and letter are references to clauses of this Agreement;

(c) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of this Agreement;

(d) a reference to any statutory enactment or to any regulations or other form of subsidiary legislation includes a reference to that enactment, those regulations or that other subsidiary legislation as amended, modified or re-enacted from time to time and includes references to any enactment, regulations or subsidiary legislation which by its or their provisions replaces the enactment, regulations or subsidiary legislation so referred to;

(e) a reference to any thing (including, without limitation, land or works) includes any and all parts of that thing,

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

(g) the obligations of the Owner under this Agreement, will take effect as separate and severable covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

1.4 Time

If the time for performing any act or thing required to be performed or done under or pursuant to this Agreement expires on a Saturday or a Sunday or on a day gazetted as a public holiday in the State of Victoria, the time for the performance or doing of that act

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or thing will be extended to the following day which is not itself a Saturday, a Sunday or a gazetted public holiday in the State of Victoria.

2 COMMENCEMENT

This Agreement comes into full force and effect on the Commencement Date.

3 EFFECT OF AGREEMENT AND REGISTRATION

3.1 Agreement as Covenant to Run with Land

The obligations of the Owner under this Agreement will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

3.2 Registration of Agreement

The Owner further covenants and agrees that:

3.2.1 The Owner will do all things necessary to give effect to this Agreement. 3.2.2 The Owner will consent to Council making application to the Registrar to Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable 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.

4 COVENANTS OF THE OWNER AND FUTURE OWNERS

4.1 Landscaping

(a) The Owner covenants and agrees that it will provide and maintain landscaping along Van Ness Avenue, immediately adjacent to the Land generally in accordance with the landscape plan prepared by Mr Mark McWha (Drawing No. 756 LCIB, dated 26 July 1999), but modified in accordance with Condition 4 of the Planning Permit (Landscape Plan).

(b) The Owner covenants and agrees that it will carry out and maintain the landscape works in accordance with the Landscape Plan.

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(c) The Owner covenants and agrees to ensure that any lease applying to the Land requires any tenant occupying the Land to observe and acknowledge the Landscape Plan and includes conditions restricting the pruning or removal of vegetation from the Land.

4.2 Development Contributions

The Owner covenants and agrees that:

(a) Council and the Owner will jointly apply to VicRoads seeking VicRoads' approval for construction of a pedestrian crossing as shown on the concept sketch plan prepared by Hyder Consulting (Drg. No. VC00278T01.DGN), which concept plan has now been endorsed as Drawing No. VC00419T20.DGN REV .P1, a copy of which endorsed drawing is attached to this Agreement as Annexure "B";

In the event that consent is obtained, the Owner must fully construct the crossing to Council's specifications including construction of a pathway from the Thompson Reserve side of the Gordon Street crossing to connect to the existing pathways system in Pipemakers Park to the satisfaction of Council. The standard of the pathway is to be at minimum constructed of granitic sand with timber borders;

If VicRoads fails to or refused to approve the proposed crossings as requested, the Owner must make a cash contribution to Council of $20,000 within six months of the first Occupancy Permit being issued for any dwelling on the Land;

If VicRoads agrees to the construction of the crossing, the works must be constructed within six months of the first Occupancy Permit being issued for a dwelling on the Land;

(b) the Owner must construct, to Council's specifications, a multi-purpose pathway along and outside the south title boundary of Highpoint Shopping and Entertainment Centre between Gordon Street and Rosamond Road on land controlled by Council with twenty four months of the date of this Agreement. It is recognised that the exact alignment of the pathway will need to take into consideration any proposed development of the Land concerned;

(c) the construction of the pedestrian crossings and pathway, or the equivalent cash contribution, will be in full satisfaction of the Owner's obligations under Council's current and future arterial road improvement requirements for that part of the Land which is on the riverside of the main internal access road;

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M350494 TBK
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(d) the obligations of this clause 4.2 will cease upon the completion of these obligations or upon lodgement of a security bond to guarantee the works to Council's satisfaction. In the event that the obligations of this clause 4.2 cease in accordance with this subclause 4.2(d), Council must, at the request of the Owner and at the cost of the Owner, make an application to the Land Registry to alter the recording of this Agreement by the deletion of this clause 4.2, pursuant to section 183(1) of the Act.

4.3 Further Covenants

The Owner further covenants and agrees that it will do all things necessary including the signing of any further agreements, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

5 ACKNOWLEDGMENT

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to any use or development of the Land different to that set out in the Planning Permit.

6 GENERAL

6.1 Notices

Any notice, request, approval, consent or other communication that either of the Parties may be required or wish to give to the other Party pursuant to the provisions of this Agreement (a **notice**) must be in writing and may be given by:

(a) delivering the notice by hand to the recipient Party at its address appearing in this Agreement or to such other address as that Party may from time to time by notice to the other Party nominate as its new or alternative address for the giving of notices (**address for notices**);

(b) being sent by facsimile to the facsimile number of the recipient Party; or

(c) being sent by pre-paid mail to the address for notices of the recipient Party;

and a notice will be deemed to have been given:

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DRB350460E-6-8

(i) if delivered personally, on the date on which the notice was personally delivered;

(ii) if sent by facsimile, on the date on which the sending Party's facsimile machine records that the facsimile has been despatched; and

(iii) if sent by pre-paid mail, on the date being two days after the date of posting.

6.2 No Waiver

No waiver of any right under this Agreement or forbearance or delay in the enforcement thereof or any other indulgence including but not only an indulgence of time granted by either Party to the other Party will affect the strict rights of that Party under this Agreement and all the rights and powers of that Party will remain in full force and effect notwithstanding any such waiver, forbearance, delay or other indulgence on the part of that Party.

6.3 Status of Agreement

(a) This Agreement constitutes the whole and entire agreement between the Parties in respect of all the matters contained in this Agreement and supersedes any representation, understanding or arrangement given or made orally or in writing by any Party to any other Party prior to the Commencement Date.

(b) This Agreement may only be altered or modified by agreement in writing executed by the Parties.

6.4 Severability

If any provision of this Agreement is void, voidable by either Party, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it can not be so read down, the provision (or where possible, the offending words) is to be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Agreement which will continue in full force and effect.

6.5 Legal Costs

(a) The Owner must pay its own and the Council's reasonable costs and expenses (including legal expenses) incurred in the negotiation, preparation, completion and execution of this Agreement and all matters necessary and incidental thereto.

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M3054494 TDX
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(b) The Owner must pay the stamp duty assessed on this Agreement.

6.6 Other

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

(b) Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

(c) Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:

- give effect to and do all acts and sign all documents, which will require those successors to give effect to this Agreement; and
- execute a deed agreeing to be bound by the terms of this Agreement.

AB350460E-10-3

AB350460E

IN WITNESS WHEREOF the Parties have executed this Agreement on the date set out on the first page of this Agreement.

THE COMMON SEAL of **HIGHPOINT DEVELOPMENTS PTY LTD ACN 008 617 829** was hereunto affixed in accordance with its constitution in the presence of.

Common
HIGHPOINT DEVELOPMENTS PTY. LTD. A.C.N. 008 617 829
Seal

..... Director

..... ~~Director and~~ Secretary

THE COMMON SEAL of **MARIBYRNONG CITY COUNCIL** was hereunto affixed in the presence of:

..... **John Luppino, General Manager City Development**

..... **Jenny McMahon, General Manager Advocacy, Council Delegate**

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ANNEXURE A

PLANNING PERMIT

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CITY OF **MARIBYRNONG**

Application No. TP 98/165 **Page 1 of 9**

PLANNING **Planning Scheme:** Maribyrnong Planning Scheme

PERMIT **Responsible Authority:** CITY OF MARIBYRNONG

ADDRESS OF THE LAND:
Corner Warre Road and Van Ness Avenue, Maribyrnong VIC 3032

DRB3504B8E-13-4

THE PERMIT ALLOWS:
Use and development of the land for flats and attached houses, in accordance with the attached endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1) Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and four copies must be provided.

   The plans must generally be in accordance with the amended plans prepared by The Buchan Group, relied upon in Application to Review No. 1998/093230 and marked for identification by the Tribunal, but modified to show:

   a) Modified building envelopes and setbacks in accordance with the plans submitted in response to the interim order of the Tribunal, dated July 1999, but further modified as follows:

      i) amend the envelope of each building block in accordance with the recommended approach of Mr N Safstrom of EDAW (Aust) Pty Ltd included in his witness statement to the Tribunal (page 5, sketch under point 2 showing recommended building envelopes). This requires each building block to be stepped, via a reduction in the height of each unit on the eastern and western ends of each block by one floor.

      ii) increase the setback of block 5 from the northern edge of the internal road by at least 3 metres at ground floor level and at least 5 metres at first floor level.

      iii) reduce the maximum height of blocks 5 and 7 by between 0.8 – 1.0 metres.

      iv) increase the spacing between buildings as follows:

      - block 1 & the apartment building to a minimum of 7 metres.
      - blocks 2 & 3 to at least 10 metres at the minimum point.
      - blocks 3 & 4 to at least 8 metres at the minimum point.
      - blocks 4 & 5 to at least 7 metres at the minimum point.

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Date Issued
11/10/99

Planning and Environment Regulations 1998 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

CITY OF MARIBYRNONG

	Application No.	TP 98/165	Page 2 of 9
PLANNING	**Planning Scheme:**	Maribyrnong Planning Scheme	
PERMIT	**Responsible Authority:**	CITY OF MARIBYRNONG	

ADDRESS OF THE LAND:
Corner Warrs Road and Van Ness Avenue, Maribyrnong VIC 3032

DRB350460E-14-8

CONDITIONS CONTINUED:

- the spacing of blocks on the lower level should be increased to a minimum of 10 metres, with no change to those spacings that are already wider than this dimension (ie. 5 & 7; 11 & 12).
- inclusion of more landscaped elements extending as fingers between longer blocks (ie. 8, 10), as shown in block 2.
- increased landscaping in the widened spaces between buildings.

v) modify the apartment building as follows:

- set the north western wing back at least 5 metres from the Warrs Road property alignment and set the central/western wing back a commensurate distance to that shown on the site layout plans.
- reduce the building footprint of the northern wing by at least 10 metres, including a larger set back from Warrs Road (which includes the additional setback from Warrs Road) so that it is separated from block 1 and accessways by a distance of not less than 7 metres.
- reduce the width of the eastern wing by 5 metres.
- increase setbacks of the 5th level by at least 4 metres to improve building articulation.
- delete the car parking spaces that protrude from the western and southern edges of the apartment building.
- delete the 7 tandem car spaces on the north western side of the apartment building.
- provide landscape screening of the protruding car spaces on the north western side of the apartment building.
- replace the deleted car parking areas with landscaping.
- replace the deleted car spaces in another location (preferably basement) if required having regard to other changes that will reduce the number of units in the development.

b) increase the area of private open space for three bedroom townhouses to at least a total of 20 square metres, including the possible use of roof top terraces, subject to detailing of fencing or balustrades to the satisfaction of the Responsible Authority.

AB350460E 103 17/06/2002 $59

Date Issued
11/10/99
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

CITY OF MARIBYRNONG

PLANNING Planning Scheme: Maribyrnong Planning Scheme

PERMIT Responsible Authority: CITY OF MARIBYRNONG

AB350460E

ADDRESS OF THE LAND:
Corner Warrs Road and Van Ness Avenue, Maribyrnong VIC 3032

CONDITIONS CONTINUED:

c) provide a schedule of all external materials and finishes generally in accordance with the said amended plans. The schedule must show the materials, colour and finish of all external walls, roof, fascias, window frames, glazing types, doors, fencing and paving (including car-park surfacing), outbuildings and structures.

d) provide a schedule, plan and elevations of all public lighting.

e) provide traffic engineering details showing all intersection changes including pedestrian facilities and lighting improvements at the intersections of Van Ness Avenue and Warrs Road and Warrs Road and the new road to the development.

f) provide details of sub-surface and surface drainage.

g) identify the location, treatment and screening (where required) of external utility areas - rubbish bins, storage areas, clothes lines, letterboxes.

h) provide details of car park areas showing dimensions, materials, drainage pits, signs, protective devices, location of vehicle crossings and landscaping.

i) review the fencing along Van Ness Avenue, with the aim of reducing the repetition of the continual line of fencing and possibly utilising a more sympathetic fencing material or varied fencing materials.

2) The development must be carried out, completed and thereafter maintained in accordance with the endorsed plans to the satisfaction of the responsible authority.

3) The layout of the site and details of the proposed buildings and works as shown on the endorsed plans must not be altered or modified (whether or not in order to comply with any statute, statutory rule or local law or for any other reason) without the consent of the Responsible Authority.

[NOTE: This condition does not obviate the need for a permit under the Scheme where a permit is required for development]

4) Prior to the commencement of the development of the land, a landscape plan generally in accordance with the landscape plan prepared by Mr Mark McWha (Drawing No. 756.LCIB, dated 25 July 1999) is to be prepared but modified to be consistent with the revised development plans. The plan must include:

DAB350460E-15-1

Date Issued 11/10/99

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

Planning and Environment Regulations 1988 Form 4.1

CITY OF MARIBYRNONG

PLANNING **Planning Scheme:** Maribyrnong Planning Scheme

PERMIT **Responsible Authority:** CITY OF MARIBYRNONG

AB350460E

ADDRESS OF THE LAND:
Corner Warrs Road and Van Ness Avenue, Maribyrnong VIC 3032

CONDITIONS CONTINUED:

a) details of landscaping and fencing which does not unreasonably impact on views from the residences to the north.

b) the layout, use, materials and colours of all proposed landscape surfaces.

c) all landscape works including all alterations to the existing topography of the site, areas of cut and fill, mounds and batters. Existing and proposed levels and contours must be shown.

d) elevations, details, materials and colours of any constructed landscape elements -paving details including design levels on all paving and pathways, retaining walls, fence design details including heights, bin enclosures, entry features, pergolas and fixed outdoor furniture.

e) a schedule of all proposed trees, shrubs and ground cover, which will include the location and height and width at maturity of all plants, the botanical names of such plants and the location of all areas to be covered by grass, lawn or other surface material as specified, and the specific design purpose of each plant.

f) typical cross section detail of tree and shrub planting indicating depth of hole, backfilling, mulching, staking, ground preparation, fertiliser etc.

g) a landscape management strategy indicating maintenance routines for all plants and hard landscape elements. The management strategy will include requirements for replacement of dead or failing plants at the cost of the land owner/body corporate.

h) details of a fully automated irrigation system.

5) When approved, the endorsed landscape plan will form part of this permit.

6) The landscaping must be carried out in accordance with the endorsed landscape plan to the satisfaction of the Responsible Authority. The landscaping of the development must be maintained after the use commences in accordance with the endorsed landscape plan to the satisfaction of the Responsible Authority. The landscaped areas must not be used for any purpose other than for which a specific area was designed.

7) The development can be staged. Prior to the commencement of any development in accordance with this Permit, a plan identifying the staging of the development of the site shall be submitted to, and approved by, the Responsible Authority. The staging of the development may be varied with the further consent of the Responsible Authority.

Date Issued 11/10/99

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

Planning and Environment Regulations - Form 4

DAB350460E-16-9

CITY OF MARIBYRNONG

PLANNING Planning Scheme: Maribyrnong Planning Scheme

PERMIT Responsible Authority: CITY OF MARIBYRNONG

ADDRESS OF THE LAND:
Corner Warre Road and Van Ness Avenue, Maribyrnong VIC 3032

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CONDITIONS CONTINUED:

8) Prior to the commencement of the development allowed by this permit:

   a) A certificate of environmental audit must be issued for the land in accordance with Section 57AA of the Environment Protection Act 1970; or

   b) An environmental auditor appointed under the *Environment Protection Act* 1970 must make a statement in accordance with Section 57AA (5) (b) of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

9) Three copies of the certificate or statement of environmental audit, any accompanying report and the audit area plan must be submitted to the Responsible Authority.

10) The use and development allowed by this permit must comply with the directions and conditions of the certificate or statement of environmental audit issued for the land. Each of those conditions and recommendations of the audit or statement must be regarded as if they were part of the conditions of this permit.

11) Prior to the commencement of the use of the land permitted by this permit a letter must be submitted to Council prepared by the Environmental Auditor which verifies that the conditions of the certificate or statement of environmental audit issued for the land have been satisfied.

12) Prior to the commencement of the development allowed by this permit, the permit applicant shall submit to the Responsible Authority a report from a suitably qualified Engineer regarding the stability of the land, addressing the ability of the site to accommodate the development, and detailing appropriate construction techniques to address any specific circumstances or concerns, to the satisfaction of the Responsible Authority.

13) Prior to the commencement of the development, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act with the responsible authority to provide for the following:

   a) provision and maintenance of landscaping along Van Ness Avenue, immediately adjacent to the site.

   b) development contributions in accordance the agreement reached between the permit applicant and Responsible Authority and forwarded by Maddock Lonie & Chisholm to the Tribunal on 22 September 1999 in Application for Review 1999/93230.

Date Issued 11/10/99

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

Planning and Environment Regulations 1988 Form 4.4

DAB350460E-17-9

CITY OF MARIBYRNONG

PLANNING **Planning Scheme:** Maribyrnong Planning Scheme

PERMIT **Responsible Authority:** CITY OF MARIBYRNONG

AB350460E

17/05/2022 859 73

ADDRESS OF THE LAND:
Corner Warre Road and Van Ness Avenue, Maribyrnong VIC 3032

CONDITIONS CONTINUED:

c) to require future owners (or tenants through lease conditions) to acknowledge the landscaping plan and to set down conditions or guidelines for the pruning and/or removal of vegetation.

14) The costs of the preparation of the agreement pursuant to Section 173 of the Act shall be met by the permit applicant.

15) All external lighting shall be suitably located, directed and fitted with baffles so as to prevent the emission of direct light onto adjoining land to the satisfaction of the Responsible Authority.

16) All pipes, fixtures, fittings and vents servicing the building or buildings on the site, save for rainwater downpipes, must be concealed in service ducts or otherwise hidden from view, to the satisfaction of the Responsible Authority.

17) Garbage collection facilities, whether in the form of provision for individual bins or communal containers shall be installed, stored and screened to the satisfaction of the Responsible Authority.

18) Only a master antennae television system may be installed on each building to the satisfaction of the Responsible Authority. Such system must be designed and installed in accordance with Australian Standard 1367-1976, "Multiple outlet television systems", and where appropriate, with Australian Standard 1417 part 1-1973, "Receiving antennae for radio and television construction and installation".

19) Prior to any subdivision of the buildings or land a written request must be made to Council for approval of any proposed street names. The request must be accompanied by a plan of the development nominating the proposed street names and any relevant information about the selection of the names.

20) A directory providing information of the layout of the dwellings on the land must be provided at the entrance to the land to facilitate identification of the dwellings to enable efficient delivery of services by respective servicing authorities.

21) The separate dwelling number must be placed adjacent to the front entrance of each building/dwelling in a way which makes the number clearly legible from the street or if applicable from the main driveway within the land.

22) Mail boxes must be provided and positioned to the satisfaction Council in consultation with Australia Post.

AB350460E-18-2

Date Issued 11/10/99

Planning and Environment Regulations 1998 Form 4A

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

CITY OF MARIBYRNONG

	Application No.	TP 98/165	Page 7 of 9
PLANNING	**Planning Scheme:**	Maribyrnong Planning Scheme	
PERMIT	**Responsible Authority:**	CITY OF MARIBYRNONG	

AB350460E
17/05/2002 $59 173

ADDRESS OF THE LAND:
Corner Warrs Road and Van Ness Avenue, Maribyrnong VIC 3032

CONDITIONS CONTINUED:

23) Clothes drying facilities must be provided to dwellings to the satisfaction of the Responsible Authority.

24) The Applicant/Owner must be responsible to meet the costs of all alterations to and reinstatement of the assets of the City of Maribyrnong and any other utility service provider's assets necessary and required by such bodies for the development. The Owner will be responsible to obtain the prior specific written approval of the City of Maribyrnong or other relevant body for such alterations and reinstatement's and must comply with conditions required by the said body in relation to the execution of any relevant works.

25) The owner must be responsible for any damage to Council's assets as a result of the development. Any damaged asset must be reinstated to Council's satisfaction.

26) The areas set aside for the parking of vehicles, and so delineated on the endorsed plan, must be made available for such use and must not be used for any other purpose. The boundaries of all such car spaces must be clearly indicated on the ground in accordance with the endorsed plan.

27) Signs indicating the location of visitors car parking must be adequately displayed to the satisfaction of the responsible authority.

28) A minimum of one (1) space is to be provided in the basement of the apartment building for the exclusive use of disabled visitors. It must be located as close as practicable to the lift lobby of the building. It must be marked clearly with a sign to indicate its intended use and the minimum width of such a car space is to be 3m x 4.9m. These requirements are not to be altered or modified without the permission of the Responsible Authority.

29) A masonry kerb (of minimum height of 150mm) must be erected along the boundary of the landscape areas and the car park and driveway.

30) All paths shown on the endorsed plan must be constructed and maintained to the satisfaction of the Responsible Authority.

31) The land and buildings must be provided with suitable drains of an impervious type which must be laid to a self-cleansing gradient with suitable provision for silt traps where necessary, to the satisfaction of the Responsible Authority and all drains must be maintained in good order and condition and must discharge to an approved outlet to the satisfaction of the Responsible Authority.

DAB350460E-19-5

Date Issued
11/10/99
Planning and Environment Regulations 1998 Form 4A

Signature for the
Responsible Authority

STATUTORY PLANNING OFFICER

CITY OF MARIBYRNONG

	Application No.	TP 98/165 Page 8 of 9
PLANNING	**Planning Scheme:**	Maribyrnong Planning Scheme
PERMIT	**Responsible Authority:**	CITY OF MARIBYRNONG

AB350460E

7/26/2002 459 171

ADDRESS OF THE LAND:
Corner Wans Road and Van Ness Avenue, Maribyrnong VIC 3032

CONDITIONS CONTINUED:

32) The discharge of water from the land must be controlled around its limits to prevent any discharge onto any adjacent property or street other than by means of an underground pipe discharged to an approved outlet in a street or to an underground pipe drain to the satisfaction of the Responsible Authority.

33) The owner of the land must meet the full cost of any drainage works necessary to provide an adequate lawful point(s) of discharge to the satisfaction of the Responsible Authority. At the discretion of the Responsible Authority these works may include the extension, enlargement, alteration of undergrounding of drains to the site and the removal of existing outlets.

34) All works undertaken outside the land including new pedestrian paths and landscaping works must be in accordance with Council's standards and specifications to the satisfaction of the Responsible Authority.

[NOTE: Plan checking and supervision of works fees will apply to these works.]

35) The use of the land must not cause any nuisance or loss of amenity in any adjacent or nearby land by reason of the discharge of drainage.

36) All fences must be constructed as indicated on the endorsed plans and must be maintained to the satisfaction of Responsible Authority.

37) Areas shown as accessible to the public on the endorsed plans shall not be fenced or gated so as to exclude public access.

38) Except with the written consent of the Responsible Authority construction works must only be carried out between: 7am - 6pm, Monday - Friday and 9am - 6pm, Saturday. No work is to be carried out on Sundays, ANZAC Day, Christmas Day or Good Friday. All site operations must comply with the relevant Environmental Protection Authority's Guidelines on Construction and Demolition Noise.

39) This permit will expire if one of the following circumstances applies:
a) the development and use is/are not started within two years of the date of this permit; or
b) the development is not completed within five years of the date of this permit

40) The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

Date Issued 11/10/99

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

DAB350460E-20-1

CITY OF MARIBYRNONG

	Application No.	TP 98/165	Page 9 of 9
PLANNING	**Planning Scheme:**	Maribyrnong Planning Scheme	
PERMIT	**Responsible Authority:**	CITY OF MARIBYRNONG	

ADDRESS OF THE LAND:
Corner Warra Road and Van Ness Avenue, Maribyrnong VIC 3032

AB350460E
17/06/2002 $59 173

NOTATIONS:

- The permit holder must contact Council's Rates Department for allocation of street numbers/unit numbers.
- Pursuant to Clause 133 of the Maribyrnong Planning Scheme, Development Contribution Plan 2, a Community Infrastructure levy of $460 per net new dwelling will be payable by the land owner at the building approval stage prior to the issue of a building permit. An identical requirement will apply under the new VPP Scheme.
- The design of every stormwater drainage system to the point of discharge on an allotment must be approved by the relevant building surveyor.
- The report of the relevant Council indicating the location of the point of discharge from an allotment must be obtained in relation to an application for a building permit which includes a stormwater drainage system. Point of discharge may be obtained from Council's Assets and Infrastructure Branch.
- The buildings must not be occupied until a Certificate of Occupancy has been issued pursuant to the *Building Regulations 1994* for the class of occupancy permitted.
- This permit is issued pursuant to the provisions of the relevant Planning Scheme and does not relieve the permit holder of the necessity to obtain a building permit pursuant to the *Building Act 1993* prior to the commencement of any construction or works on any part of the site.
- This permit does not discharge an occupier from any liability relating to the construction, maintenance or the repair of a dividing fence, pursuant to the provisions of the *Fences Act 1968* (as amended).
- All required crossover permits are to be obtained from the Council's Assets & Infrastructure Branch before any construction is commenced.
- Stormwater run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset. Prior to development of the site a stormwater discharge permit is required from the Manager of Assets and Infrastructure or his representative. A fee is payable upon application of this permit.
- Cost of stormwater discharge points are now $35.00 single residential
  $60.00 multi residential
  $90.00 commercial/industrial

DR350460E-21-8

- A permit from Council is required for any road openings within the road reserve.

Date Issued
11/10/99

Signature for the
Responsible Authority

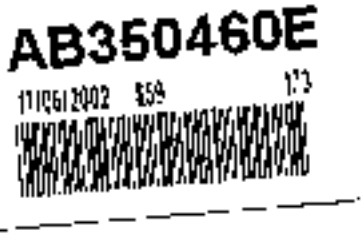
STATUTORY PLANNING OFFICER

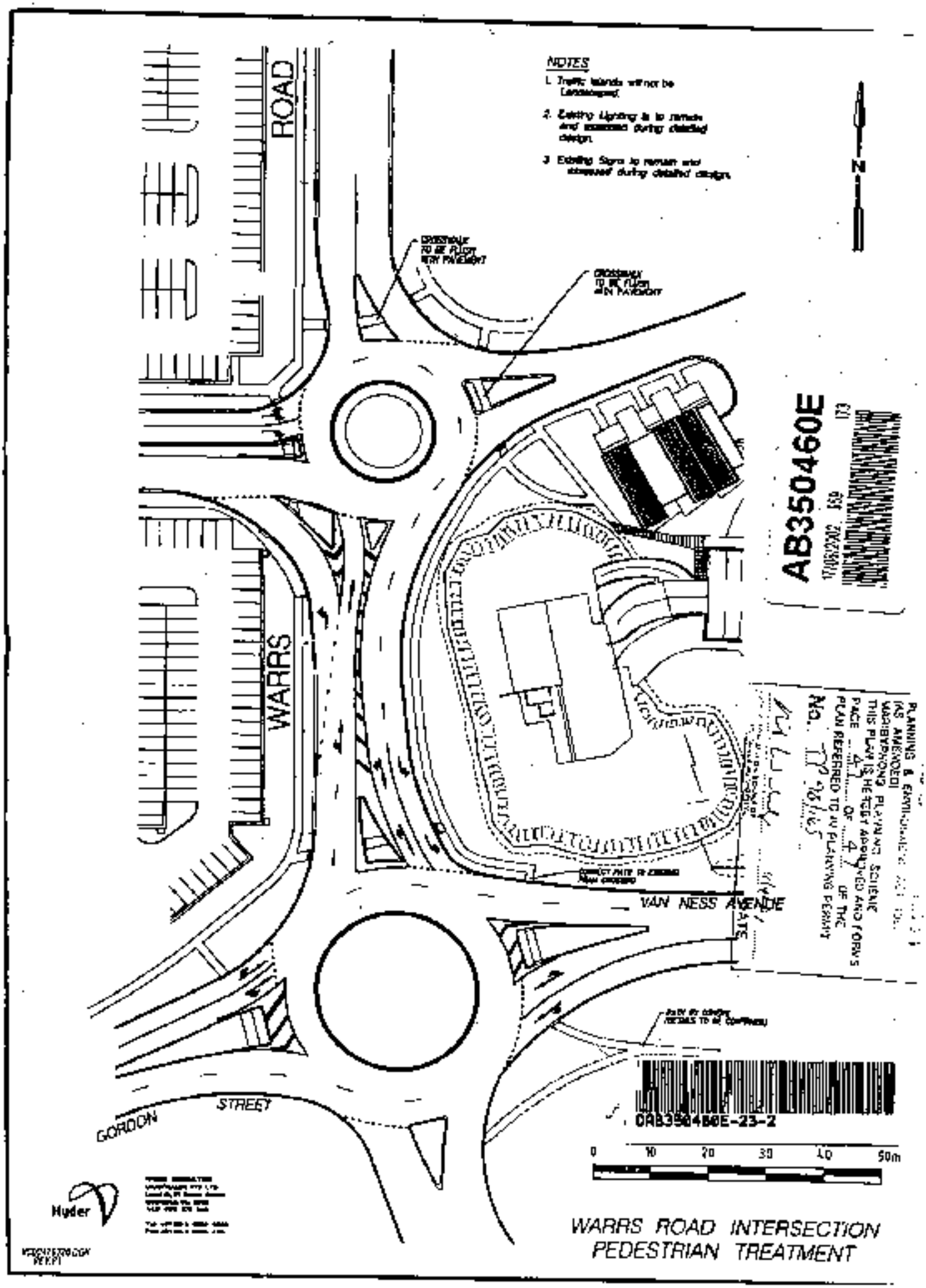
Planning and Environment Regulations 1998 Form 4.6

ANNEXURE B

(d) Drawing No. VC00419720.DGN REV .P1






NOTES
1. Traffic islands will not be Landscaped.
2. Existing Lighting is to remain and assessed during detailed design.
3. Existing Signs to remain and assessed during detailed design.
N
ROAD
WARRS
VAN NESS AVENUE
GORDON
STREET
AB350460E
0 10 20 30 40 50m
WARRS ROAD INTERSECTION
PEDESTRIAN TREATMENT
Hyder

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503570D

The land in PS503570D is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 5, Lots 101 - 110, 201 - 210, 301 - 310, 401, 402, 405 - 410, 501 - 503, A101, A102, A103, A104, A105, A106, A107, A108, A201, A202, A203, A204, A205, A206, A207, A208, A301, A302, A303, A304, A305, A306, A307, A308, A401, A402, A403, A404, A405, A406, A407, A408, A501, A502, A503, A504, A505, A506, B1, B2, B101, B102, B103, B104, B105, B106, B107, B201, B202, B203, B204, B205, B206, B207, B301, B302, B303, B304, B305, B306, B307, B401, B402, B403, B404, B405, B406, B407, G01, G02, G03, G04, G05, G06, S10, T101, T102, T103, T104, T105, T106, T301, T302, T303, T304, T305, T306, T307, T308, T309, T310, T401, T402, T403, T404, T405, T406, T407, T408, T409, T410, T701, T702, T703, T704, T705, T706, T707, T708, T709, T710, T711, T712, T713, T714, T715, T716, T717, T718, T719, T720, T721, T722, T723, T724, T725, T726, T727, T728, T729, T730, T731, T732, T901, T902, T903, T904, T905, T906, T907, T908, T909, T910, T1001, T1002, T1003, T1004, T1005, T1006, T1007, T1008, T1009, T1010, T1101, T1102, T1103.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 3 34 EDGEWATER BOULEVARD MARIBYRNONG VIC 3032

AK050069W 28/11/2012

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. AC331445Y 16/09/2003

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 3 ARE ENTITLED TO USE COMMON PROPERTY NO. 3 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 4 ARE ENTITLED TO USE COMMON PROPERTY NO. 4 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 3 ARE ENTITLED TO USE COMMON PROPERTY NO. 3 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 4 ARE ENTITLED TO USE COMMON PROPERTY NO. 4 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 5 ARE ENTITLED TO USE COMMON PROPERTY NO. 5

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Lot 101	206	206
Lot 102	206	206
Lot 103	241	241
Lot 104	200	200
Lot 105	200	200
Lot 106	143	143
Lot 107	137	137
Lot 108	209	209
Lot 109	229	229
Lot 110	200	200
Lot 201	209	209
Lot 202	209	209
Lot 203	246	246
Lot 204	206	206
Lot 205	203	203
Lot 206	146	146
Lot 207	141	141
Lot 208	212	212
Lot 209	235	235
Lot 210	206	206
Lot 301	212	212
Lot 302	218	218
Lot 303	249	249
Lot 304	209	209

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	206	206
Lot 306	149	149
Lot 307	143	143
Lot 308	215	215
Lot 309	238	238
Lot 310	215	215
Lot 401	224	224
Lot 402	229	229
Lot 405	215	215
Lot 406	155	155
Lot 407	152	152
Lot 408	221	221
Lot 409	244	244
Lot 410	218	218
Lot 501	401	401
Lot 502	387	387
Lot 503	401	401
Lot A101	148	148
Lot A102	152	152
Lot A103	95	95
Lot A104	156	156
Lot A105	180	180
Lot A106	173	173
Lot A107	173	173
Lot A108	160	160
Lot A201	151	151
Lot A202	154	154
Lot A203	119	119
Lot A204	152	152

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot A205	185	185
Lot A206	181	181
Lot A207	181	181
Lot A208	168	168
Lot A301	156	156
Lot A302	159	159
Lot A303	120	120
Lot A304	157	157
Lot A305	186	186
Lot A306	183	183
Lot A307	183	183
Lot A308	170	170
Lot A401	159	159
Lot A402	162	162
Lot A403	124	124
Lot A404	162	162
Lot A405	188	188
Lot A406	185	185
Lot A407	185	185
Lot A408	172	172
Lot A501	167	167
Lot A502	199	199
Lot A503	191	191
Lot A504	188	188
Lot A505	188	188
Lot A506	271	271
Lot B1	296	296
Lot B2	296	296
Lot B101	156	156

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B102	160	160
Lot B103	127	127
Lot B104	160	160
Lot B105	175	175
Lot B106	173	173
Lot B107	172	172
Lot B201	157	157
Lot B202	159	159
Lot B203	128	128
Lot B204	163	163
Lot B205	179	179
Lot B206	175	175
Lot B207	176	176
Lot B301	159	159
Lot B302	159	159
Lot B303	130	130
Lot B304	163	163
Lot B305	185	185
Lot B306	176	176
Lot B307	175	175
Lot B401	165	165
Lot B402	179	179
Lot B403	135	135
Lot B404	142	142
Lot B405	189	189
Lot B406	145	145
Lot B407	180	180
Lot G01	114	114
Lot G02	211	211

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G03	246	246
Lot G04	200	200
Lot G05	200	200
Lot G06	143	143
Lot S10	72882	1
Lot T101	255	255
Lot T102	226	226
Lot T103	261	261
Lot T104	258	258
Lot T105	226	226
Lot T106	264	264
Lot T301	286	286
Lot T302	238	238
Lot T303	238	238
Lot T304	238	238
Lot T305	286	286
Lot T306	286	286
Lot T307	344	344
Lot T308	344	344
Lot T309	344	344
Lot T310	286	286
Lot T401	286	286
Lot T402	238	238
Lot T403	238	238
Lot T404	238	238
Lot T405	286	286
Lot T406	286	286
Lot T407	344	344
Lot T408	344	344

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot T409	344	344
Lot T410	286	286
Lot T701	308	308
Lot T702	268	268
Lot T703	268	268
Lot T704	268	268
Lot T705	268	268
Lot T706	268	268
Lot T707	268	268
Lot T708	268	268
Lot T709	268	268
Lot T710	268	268
Lot T711	313	313
Lot T712	313	313
Lot T713	268	268
Lot T714	268	268
Lot T715	268	268
Lot T716	268	268
Lot T717	268	268
Lot T718	268	268
Lot T719	268	268
Lot T720	268	268
Lot T721	308	308
Lot T722	291	291
Lot T723	268	268
Lot T724	291	291
Lot T725	283	283
Lot T726	299	299
Lot T727	299	299

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503570D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot T728	299	299
Lot T729	299	299
Lot T730	299	299
Lot T731	299	299
Lot T732	265	265
Lot T901	286	286
Lot T902	238	238
Lot T903	238	238
Lot T904	238	238
Lot T905	286	286
Lot T906	286	286
Lot T907	344	344
Lot T908	344	344
Lot T909	344	344
Lot T910	286	286
Lot T1001	275	275
Lot T1002	275	275
Lot T1003	275	275
Lot T1004	238	238
Lot T1005	275	275
Lot T1006	281	281
Lot T1007	344	344
Lot T1008	344	344
Lot T1009	344	344
Lot T1010	281	281
Lot T1101	401	401
Lot T1102	401	401
Lot T1103	401	401
Total	**117683.00**	**44802.00**

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS503570D

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
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ABN 86 627 986 396

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 May 2023 03:50 PM

PROPERTY DETAILS

Address:	**16/14 HORIZON DRIVE MARIBYRNONG 3032**
Lot and Plan Number:	**Lot T708 PS503570**
Standard Parcel Identifier (SPI):	**T708\PS503570**
Local Government Area (Council):	**MARIBYRNONG** www.maribyrnong.vic.gov.au
Council Property Number:	**150698**
Planning Scheme:	**Maribyrnong** Planning Scheme - Maribyrnong
Directory Reference:	**Melway 28 B10**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**FOOTSCRAY**

OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z) (MARIBYRNONG)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z) (MARIBYRNONG)
MIXED USE ZONE (MUZ) (MARIBYRNONG)
SCHEDULE TO THE MIXED USE ZONE (MUZ) (MARIBYRNONG)



C1Z - Commercial 1
CDZ - Comprehensive Development
GRZ - General Residential
MUZ - Mixed Use
PPRZ - Public Park and Recreation
PUZ1 - Public Use-Service and Utility
PUZ2 - Public Use-Education
TRZ2 - Principal Road Network
TRZ3 - Significant Municipal Road
UFZ - Urban Floodway
Tram line
Water area
Water course

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

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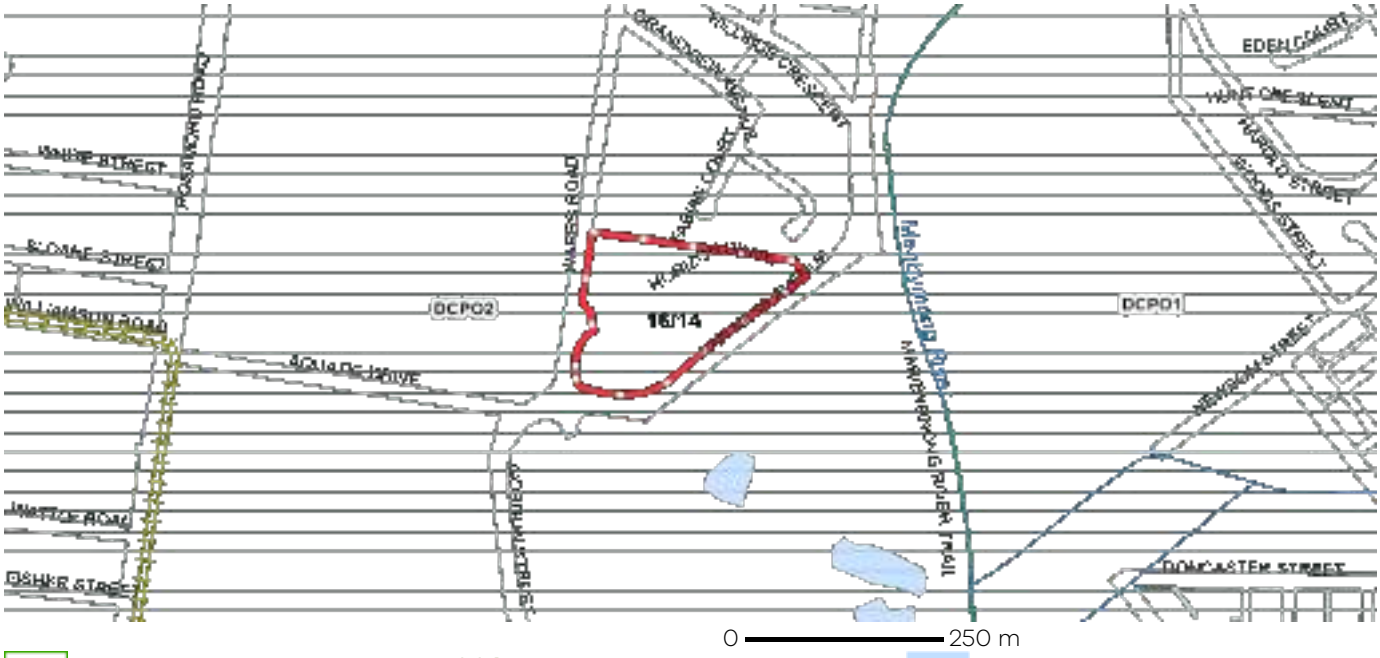
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (MARIBYRNONG)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2) (MARIBYRNONG)



DCPO - Development Contributions Plan Overlay

Tram line

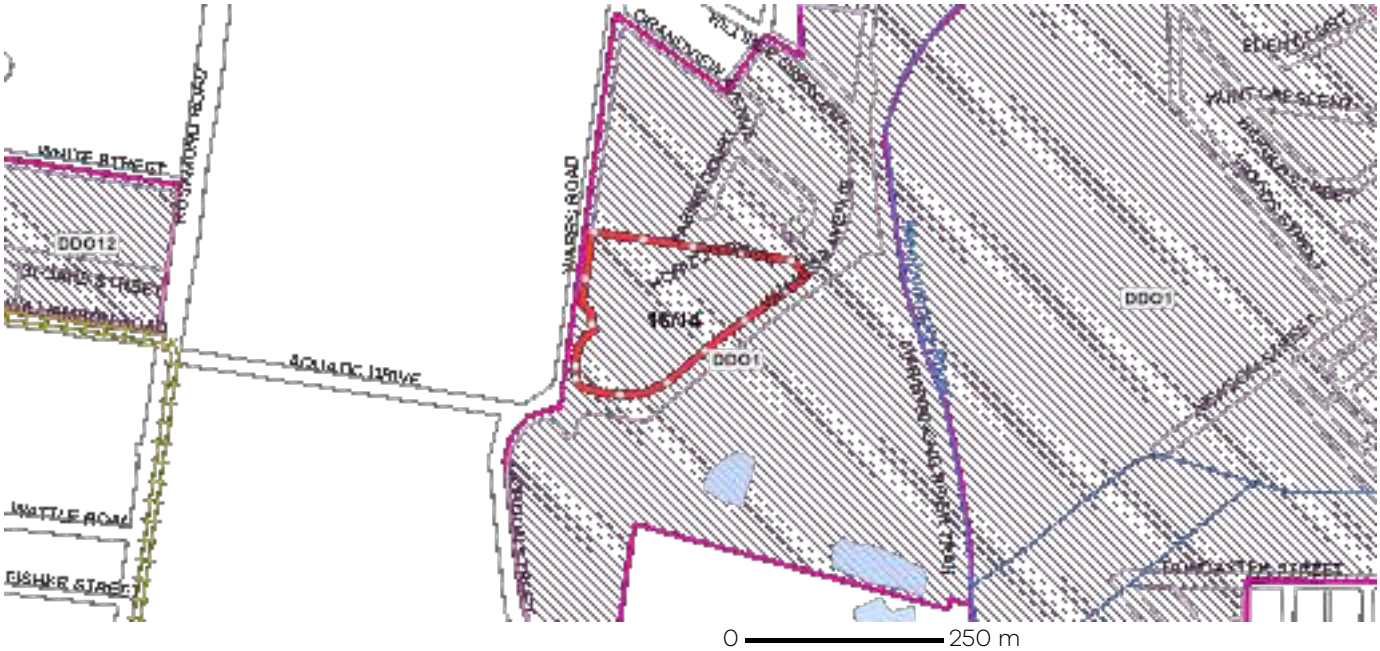
Water area

Water course

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

DESIGN AND DEVELOPMENT OVERLAY (DDO) (MARIBYRNONG)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1) (MARIBYRNONG)



DDO - Design and Development Overlay

Tram line

Water area

Water course

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

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PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO) (MARIBYRNONG)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 17 (DPO17) (MARIBYRNONG)



DPO - Development Plan Overlay

Tram line

Water area

Water course

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

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PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO) (MARIBYRNONG)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (MOONEE VALLEY)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (MARIBYRNONG)
HERITAGE OVERLAY (HO) (MOONEE VALLEY)
HERITAGE OVERLAY (HO) (MARIBYRNONG)
INCORPORATED PLAN OVERLAY (IPO) (MARIBYRNONG)
INCORPORATED PLAN OVERLAY (IPO) (MOONEE VALLEY)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (MOONEE VALLEY)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO) (MARIBYRNONG)
SIGNIFICANT LANDSCAPE OVERLAY (SLO) (MARIBYRNONG)
SIGNIFICANT LANDSCAPE OVERLAY (SLO) (MOONEE VALLEY)



EAO - Environmental Audit Overlay
ESO - Environmental Significance Overlay
HO - Heritage Overlay
IPO - Incorporated Plan Overlay
LSIO - Land Subject to Inundation Overlay
SLO - Significant Landscape Overlay
Tram line
Water area
Water course

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 17 May 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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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

From www.planning.vic.gov.au at 25 May 2023 03:49 PM

PROPERTY DETAILS

Address:	**16/14 HORIZON DRIVE MARIBYRNONG 3032**
Lot and Plan Number:	**Lot T708 PS503570**
Standard Parcel Identifier (SPI):	**T708\PS503570**
Local Government Area (Council):	**MARIBYRNONG** www.maribyrnong.vic.gov.au
Council Property Number:	**150698**
Directory Reference:	**Melway 28 B10**

Note: There are 197 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: 36993 sq. m (3.70 ha)
Perimeter: 832 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.

36 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**FOOTSCRAY**

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

Area Map



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FOURTH INSTALMENT NOTICE

Maribyrnong City Council
PO Box 58, West Footscray, Vic 3012
ABN 86 517 839 961

P: (03) 9688 0200
F: (03) 9687 7793
email@maribyrnong.vic.gov.au
www.maribyrnong.vic.gov.au
Office Hours: Monday to Friday 8.30am - 5pm

Period 1 July 2022 to 30 June 2023

Maribyrnong CITY COUNCIL

Date issued **20/03/2023**

Ward: River

M Bujung & B Harjono
C/- Xynergy Realty Group Oakleigh
19 Station Street
OAKLEIGH VIC 3166

027
R0_275380

Assessment Number	
150698	**Late Payments** 10% pa interest will be charged on late payments from relevant instalment due date
MINIMUM PAYMENT DUE	
$480.00	
Due	
31 May 2023	

Property Location Unit 16 14 Horizon Drive MARIBYRNONG VIC 3032

Legal Description LOT T708 PS 503570 - V11645/F365

4th Instalment	Current	Arrears	Amount Due
	$480.00	**$0.00**	**$480.00**

Please Note: Payments received after 16th March 2023 are not included on this notice.

Arrears Outstanding	$0.00
1st instalment 30/09/2022	
2nd instalment 30/11/2022	
3rd instalment 28/02/2023	
4th instalment 31/05/2023	$480.00
Total Balance Due	$480.00

*3205 1506989

BPAY

Biller Code: 626275
Ref No.: 1506 989

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 1506 989

Post Billpay

Billpay Code: 3205
Ref No.: 1506 989

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au

Assessment: 150698

Rate payer: M Bujung & B Harjono

Property location:
Unit 16 14 Horizon Drive MARIBYRNONG VIC 3032

Amount payable: **$480.00**

GO GREEN. GO ELECTRONIC.
Receive your rates notices via email

Register now at **maribyrnong.enotices.com.au**
with eNotices reference number:
B6793AD66G

PAYMENT OF RATES AND CHARGES

FOR MORE INFORMATION PLEASE GO TO www.maribyrnong.vic.gov.au/Residents/Rates

PAYMENT OF RATES

Payment of rates is by four instalments, the first instalment must be paid by 30 September 2022. The remaining instalments must be paid no later than the specified dates being:

Second Instalment	30 November 2022
Third Instalment	28 February 2023
Fourth Instalment	31 May 2023

Payment not received on or before the instalment due dates will be charged interest.
Any ARREARS shown on this notice are due immediately. Legal action may be taken without further notice to recover unpaid rates and charges.

PRE-PAYMENT OPTION

Maribyrnong City Council has elected that rates and charges for 2022/23- be paid by instalments. Ratepayers are advised that they may pay the whole amount of rates and charges in one payment if they choose to do so by same due date as first instalment.
Council must receive a minimum of the instalment amount on or before each instalment date to avoid the interest penalty rate of 10% per annum.

Payments will be allocated as follows:

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

PENALTY INTEREST RATES ACT 1983

The interest rate charge on all overdue rates and charges is fixed under the *Penalty Interest Rates Act 1983*. The rate that will apply for this financial year is 10% per annum.

RATE NOTICE APPEAL

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days after receipt of the original notice, give to the Council, (in the prescribed form) notice that you intend to appeal to the County Court. Appeals may only be lodged on the following grounds (a) that the land was not rateable land, (b) that the rate or charge was calculated incorrectly, (c) that the person levied with the rate or charge was not liable to be rated. We suggest you contact Council's Revenue Services on 9688 0200 prior to any formal appeals as Council staff may be able to resolve your concerns.

PENSIONER RATE REBATE

If you have a Pensioner Concession Card, you may be eligible for a rebate on your rates. Please contact the Council on 9688 0200 if a rate rebate does not appear on the original rate notice.

DIFFERENTIAL RATES

If you are aggrieved by a differential rating classification you can appeal to VCAT under Section 183 of the *Local Government Act 1989* within the prescribed period. Please provide Council a notice of your intention to Appeal for Rate Notice or Differential Appeal.

FINANCIAL HARDSHIP DEFERRALS AND WAIVERS

If you are having difficulties paying your rates, please contact Council on 9688 0200 to discuss a suitable arrangement or email@maribyrnong.vic.gov.au providing your financial situation and payment plan.

CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS

Notification of change of ownership is the responsibility of the purchaser and failure to give this notification to Council in the prescribed format carries a penalty as per the *Local Government Act 1989*.
A Notice of Acquisition must be lodged within one month of sale/settlement of property. Any mailing address changes MUST be notified in writing to Council immediately.

PRIVACY STATEMENT

The personal information requested on this form is being collected for the purpose of issuing and collecting municipal rates. The information will be used by Council for these primary purposes or directly related purposes. Council will disclose your personal information to other government agencies, in relation to works that may potentially affect you or your property; or debt collection agencies (where rates remain unpaid). The information provided will not otherwise be disclosed unless required by law.

Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on 9688 0200.

For more information refer to our Privacy Policy at www.maribyrnong.vic.gov.au

OBJECTION AGAINST VALUATION

Sections 16,17 and 18 of the Valuation of Land Act 1960 allows you to lodge an objection to the valuation of the above described property. Objections to Council Rate Notices must be lodged on the prescribed form within TWO MONTHS from the date the original rate notice was issued. This form may be obtained from Council's Revenue Services during normal business hours.

If an objection is lodged in accordance with the legislation Council will forward the objection to the valuation authority, Valuer-General Victoria, who will undertake a review of the valuation and advise you of the decision. If you are dissatisfied with the decision you may appeal to the Victorian Civil and Administrative Tribunal under Section 22 of the *Valuation of Land Act 1960*. Please contact Revenue Services on 9688 0200 if you wish to discuss your objection and/or request the prescribed form.

Notice is also given that Council valuations may be used by the State Revenue Office for the purpose of charging land tax. Further information can be found on the State Revenue Office website www.sro.vic.gov.au Even if you have lodged an objection, you must continue paying your rates and charges until your objection is resolved to avoid interest charges.

ARE YOU DEAF, SPEECH OR HEARING IMPAIRED?

Contact Council through the National Relay Service using one of the methods below. Once you are connected ask for **03 9688 0200**.
133 677 for TTY users
1300 555 727 for Speak and Listen (speech-to-speech) users
Internet relay users, connect to National Relay Service:
https://www.tisnational.gov.au/ then ask for the phone number you need.

Payment Options

Online/BPOINT
Go to www.maribyrnong.vic.gov.au select > Make a payment and pay online using MasterCard or Visa.

In Person at Council Offices
To make enquiries or payments in person please visit Customer Service for Council enquiries at Footscray Library, 56 Paisley Street, Footscray.

Payments may be made by cash, cheque, credit card or EFTPOS.

Please make cheques payable to: 'Maribyrnong City Council'. Cnr Hyde & Napier Streets, Footscray

See Council's website: www.maribyrnong.vic.gov.au

Australia Post
Pay in-store at Australia Post.

OR

CREDIT CARD PAYMENTS
By phone 13 18 16 using the Post Billpay details on the front of this notice.

OR

INTERNET PAYMENTS
Online at auspost.com.au/postbillpay using the details on the front of this notice.

Telephone and Internet Banking - BPAY®
Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your notice.

More Info: www.bpay.com.au

Mail
Post with payment to Maribyrnong City Council PO Box 58 West Footscray Vic 3012

Please make cheques payable to: 'Maribyrnong City Council'. Please note that receipts will not be issued for mailed payments.

Direct debit payments can be made on a fortnightly, monthly, quarterly and annual basis. Please go to www.maribyrnong.vic.gov.au to download a registration form or contact Council on 9688 0200 for a registration form to be sent to you. Once completed, please return the registration form to Council.

BL

Greater Western Water

My account number is

1252 9658 0119

Invoice No.	T625604590
Service Address	16/14 Horizon Drive Maribyrnong Lot T708 Plan 503570
Issue Date	23 Feb 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

M BUJUNG & B HARIONO
C/O XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH VIC 3166



Account summary

PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE	$0.00
NETWORK CHARGES	$111.25
OTHER CHARGES	$27.42
PLEASE PAY	$138.67

23/02/23-18:06:12-CCSEML_230222211747A.PRO
F-D-001619-0001/0002-1-000000-R-A001666765

Great water service
from top to bottom

We make sure your water and wastewater services are reliable, affordable and secure for decades to come.

Every year we manage:

113 billion litres of drinking water | **108** billion litres of wastewater | **6.3** billion litres of recycled water

gww.com.au

BL

Details of charges - Residential

Previous Bill

Previous Bill	$138.67

Payments Received

28/11/2022	-$138.67

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/01/2023 to 31/03/2023)	$51.57
Sewerage Network Charge	(01/01/2023 to 31/03/2023)	$59.68

TOTAL NETWORK CHARGES $111.25

Other Charges		Charge $
Waterways & Drainage Charge	(01/01/2023 to 31/03/2023)	$27.42

TOTAL OTHER AUTHORITIES' CHARGES $27.42

FINAL TOTAL, PLEASE PAY THIS AMOUNT $138.67

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this each quarter on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

Preventing scams

We've been advised of scams directed at our customers. Please be aware we don't call customers to offer special discounts. You should always pay your account using the methods on your bill. For more tips visit **scamwatch.gov.au**

MyAccount, your water account online

See past and upcoming bills, pay your bill, update your information, set up direct debit or a payment plan, or apply for a concession rebate. It's easy on MyAccount. Register now at **gww.com.au**

CCSEML_230222211747A.PRO>BIL_vJAN23.20>23/02/23>18:06:12>-------

Service Address: 16/14 Horizon Drive Maribyrnong

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 9658 0119

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$138.67
PLEASE PAY BY
16 MAR 2023

Biller Code: 8789
Ref: 1252 9658 0119

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

Billpay Code: 0362
Ref: 1252 9658 0119

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 125296580119

+00125296580119> +009201+ <0625604590> <0000013867> +444+

Supporting communities to thrive

While delivering essential water and wastewater services is our core role, we believe we have a responsibility to support liveability, wellbeing and prosperity across our service area.

We've been supporting our customers and communities in many ways over the last few months, through a successful grants and sponsorship program, upgrading the water mains on Victoria Street, North Melbourne, and hearing water stories from schoolchildren through the National Water Week poster competition.

The common thread is connecting with customers and communities. Your needs, ideas and aspirations are important to us, so have your say on projects in your area, get involved in the price submission consultation, or contact us to chat.

We look forward to partnering with you to help our region thrive.

Maree



Maree Lang
Managing Director
Greater Western Water

Community grants and sponsorships

Our service area is diverse and vibrant, and we want everyone to feel part of our community.

Thriving communities - our grants and sponsorship program – is just one way we are supporting local projects, events and activities that help make our region a great place to live. The funds are available for locally-led initiatives that deliver a benefit to the community.

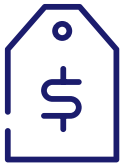
The first funding round in October 2022 attracted more than 90 applications from a variety of organisations and communities.

See the successful applicants and keep a lookout for future funding opportunities at **gww.com.au/grants-sponsorships**



Have your say on water prices and services for the next four years

We are working on our 2024 price submission, which outlines the prices you can be charged, the level of service you can expect, and the investments we will make in our region. Have your say on our price submission at **yoursay.gww.com.au**





Victoria Street water mains get an update

Melbourne's water network was built to last. The current water pipes were installed across the city more than 140 years ago, so they have served us well. However, these pipes are now in need of an upgrade.

One major project is in progress in and around Victoria Street. The water main extending from North Melbourne to Carlton is being replaced using two methods: open trench and slip-lining – inserting new flexible pipes into the existing mains.

Work on this $16.1 million project is expected to be completed by the end of 2023.

Learn more at **yoursay.gww.com.au** or pop in to the site office in Howard Street, North Melbourne.

Acknowledgement of Country
Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate. We pay our deepest respects to the traditional custodians past, present and future.

Reusing our precious resource

We supply high-quality drinking water to your homes and businesses, but the water journey doesn't end there.

Once you've used the water, it goes down the drain into our sewerage network. From there it reaches our recycled water plants, where it's carefully treated and re-supplied to connected customers for a variety of non-drinking purposes.

Last year we supplied more than six billion litres of recycled water for use in laundries, toilets and gardens; for manufacturing; to irrigate farms; and to water public spaces and sports grounds.

As our population grows, there will be more wastewater, and more opportunities to turn that into recycled water - saving our drinking water for drinking.

Learn more about recycled water at **gww.com.au**



Melton Recycled Water Plant

Inspiring water stories and art

National Water Week, held every October, inspires communities and organisations to think about using water wisely, to work together on water issues, and to celebrate achievements that support a sustainable future.

Every year primary schools across our communities get involved in the poster competition – learning about water while showing their creative talents.

In 2022, we received a record 1,018 entries in the competition from 21 local schools. The posters reflected the theme 'Our water stories'.

You can see the results at **gww.com.au/nww** and join in the fun in October 2023.



Our 2022 poster competition winners.

Great water service from top to bottom

Every year, GWW delivers more than 113 billion litres of high-quality drinking water to around 1.3 million people.

Our water supply system is made up of:

- 7,562 km of water supply mains
- 17 dams and water catchments
- 7 groundwater bores
- 35 pump stations
- 7 water filtration plants.

To learn more visit:
gww.com.au/greatwater



Merrimu Reservoir

Making online easier

We've updated our website to make it easier for you to access our services online, when it suits you.

Paying your bills, finding information and reading about what's happening across our region is simpler than ever.

We're still improving the website, so look out for more updates over the months ahead.

Visit us at gww.com.au



Need help paying your bill?

We know paying your bill can be difficult at times. We have a range of payment options and supports and we can help you access concessions, utility relief grants and water efficiency programs. Learn more at **gww.com.au**

Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

MBCM Strata Specialists Ascot Vale

The Common Property Group P/L T/A Melbourne Body Corporate Management Ascot Vale
ABN: 28 394 755 686
PO Box 155 Highpoint City, 3032
Phone: 9317 8265 Fax: 9318 6872 Email: info@mbcmascotvale.com.au

OWNERS CORPORATION FEE NOTICE

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

Date of Notice : 1/03/2023

TAX INVOICE No. 5035701T7080103231

TO The Lot Owner/s

Muliana Bujung & budy Hariono
Xynergy Realty Group - Property Manager
19 Station Street
OAKLEIGH VIC 3166

FROM

Plan No: PS503570D OC1
ABN : 33 178 119 254

Lot No : T708
16 / 14 Horizon Drive
Maribyrnong, 3032

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.

Date Due	Description of Fees/Charges/Interest/Arrears	Amount	Arrears	GSTAmt	Credit	Total Due
1/04/2023	Capital Improvement Fund (01/04/2023 - 30/06/2023)	411.05	0.00	$37.37	0.00	$411.05
1/04/2023	OC Fees (01/04/2023 - 30/06/2023)	749.20	0.00	$68.11	0.00	$749.20
					Total Due :	**$1,160.25**

Interest will be charged on any overdue fees/charges at an annual rate of 10.00%. You must pay the overdue fees, charges and interest immediately.
The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic).
The rate is subject to change.

Payment Details - Payment Methods (How and where to pay) **see below and over page**

MACQUARIE BANK DEFT PAYMENT SYSTEMS

Please turn over for further payment methods and instructions.

DEFT Reference Number
231293721 30396
Pay by credit card at **www.deft.com.au or call 1300 30 10 90**

BPAY
Biller Code : 96503
Biller Ref: 231293721 30396

Post Billpay
*496 231293721 30396

Pay in-store at Australia Post by cheque or EFTPOS

MBCM Ascot Vale

Plan No: PS503570D OC1
Lot No : T708
Property At : 16 / 14 Horizon Drive Maribyrnong, 3032
Name : Muliana Bujung & budy Hariono

All Cheques must be made payable to:
Macquarie Bank to credit Plan No: PS503570D OC1

AMOUNT DUE **$ 1,160.25**

PLEASE NOTE: AUSTRALIA POST NO LONGER ACCEPT CASH PAYMENTS IN STORE AND ONLY ACCEPT CHEQUE OR EFTPOS.

+231293721 30396 < 000116025<3+

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

Important information on fees and charges

(This page is part of the Fee Notice)

Enquiries

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

Disputes

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

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

Internal Dispute Resolution process

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

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

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

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

DEFT PAYMENT SYSTEMS

DEFT is a service of Macquarie Bank

Pay by credit card or pre-registered * bank account at **www.deft.com.au** or by phone on **1300 30 10 90**.

The phone payment line is a 24-hour service. Calls are charged at the cost of a local call (mobiles extra).

Payments by credit card may attract a surcharge.

BPAY

Contact your participating bank. credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of this invoice.

Post Billpay **In Person**

Please present page intact at any post office.

Pay in-store at Australia Post by cheque or EFTPOS

Please see front of levy notice for instructions on whom to make cheques payable to.

Mail

Detach payment slip and mail with payment to:

DEFT Payment Systems
G P O Box 2174
MELBOURNE VIC 3001

Please see front of levy notice for instructions on whom to make cheques payable to.

The above address is for payments only, receipts will not be issued for mailed payments.

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

OWNERS CORPORATION CERTIFICATE

s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. PS 503570 D

Re: **Muliana Bujung & Budy Hariono**

Property: **Lot T708, Horizon Drive Maribyrnong 3032**

Your Ref: **Link West Conveyancing**

This certificate is issued for Lot T708 known as Unit No. 16 on Plan of Subdivision Plan No 503570 D the postal address of which is 16 / 14 Horizon Drive Maribyrnong 3032

1. The current fees for the above Lot are $2996.80 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year. Additional Capital Improvement Fund fees total $1644.20 per annum and are payable quarterly in advance.
   - 10 year Maintenance Plan was adopted at the 2018 AGM.
2. The fees are paid up until 30/06/2023.
3. The total of unpaid fees or charges for the Lot is: Nil.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
   - None to our knowledge
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING AGENCIES P/L
No. of Policy:	HU0025251
Kind of Policy:	REINSTATEMENT
Buildings Amount:	$77,519,915
Legal Liability Amount:	$30,000,000
Buildings Covered:	ALL
Common Contents:	$775,199
Renewal Date:	29th October 2023

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

Fund Description	General Account	Investment Accounts
Administration Fund OC1	$ 114248.51	$ 0.00
Capital Improvement OC1	$ 0.00	$ 759922.45
TOTAL	$ 114248.51	$ 759922.45

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
   - A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.
10. The Owners Corporation has no current contracts, leases, licenses or agreements

affecting the common property except the following:-

- Owners Corporation Management - MBCM Ascot Vale
Sump Pump Maintenance - Pump & Electrical Engineering Services
ESM - EFSS
10 year Maintenance Plan was adopted at the 2018 AGM.

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge.

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
-

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- Notice to repair – Lot T1009 – leaking balcony

14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Ascot Vale
Address PO Box 155 Highpoint City 3032

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Plan of Subdivision Plan No 503570 D was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 17th day of May 2023



Jodie Moloney Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Ascot Vale
PO Box 155 Highpoint City 3032
info@mbcmascotvale.com.au

NOTE: 1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.
2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

(i) a copy of the Rules of the Owners Corporation

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.

(iii) a copy of the Minutes of the last Annual General Meeting

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.

2. The information is subject to change without notice.

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

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code: 96503

Biller Reference: 231293721 30396

MBCM | STRATA SPECIALISTS
ASCOT VALE

HELPING STRATA COMMUNITIES THRIVE

PO Box 155, Highpoint City, VIC 3032
Suite 1, 34 Edgewater Boulevard,
Maribyrnong VIC 3032

Phone 03 9317 8265
Email info@mbcmascotvale.com.au
Website mbcm.com.au/Ascot-Vale

Interim Resolutions of Annual General Meeting

Owner Corporation Plan No. PS503570 OC1
Horizon Drive, Maribyrnong 3032

Manager: Jodie Moloney
Meeting Date: 15/11/2022

Independently owned and operated offices are located at:
Ascot Vale, Bayswater, Ballarat, Black Rock, Box Hill, Brighton, Brunswick, Camberwell, Carnegie, Chelsea, Cheltenham, City, Coburg, Dandenong, Doncaster, Echuca, Essendon, Ferntree Gully, Footscray, Frankston, Geelong, Greensborough, Hawthorn, Healesville, Heidelberg, Kew, Lilydale, Malvern, Montrose, Mitcham, Moorabbin, Mornington, Murrumbeena, Northcote, Prahran, Preston, Richmond, Ringwood, Rosebud, Seymour, Shepparton, St Kilda, South Melbourne, South Yarra, Sunbury, Tullamarine, Waverley, Williamstown.
Members of Strata Community Australia (Vic)

OWNERS CORPORATION NO: 503570D OC1

PROPERTY ADDRESS: Horizon Drive Maribyrnong 3032

Interim Resolutions of the Annual General Meeting of
Owners Corporation No. 503570 D OC1
Held at 114-118 Rosamond Road, Maribyrnong VIC 3032
On 15/11/2022 at 6.00pm

MANAGER IN ATTENDANCE: Jodie Moloney of MBCM Ascot Vale was in attendance.

PRESENT:

Lot A302	Annamarie Schuller
Lot A104	Margaret Karagiannis
Lot B303	David Nguyen
Lot 101	Neil and Margaret Linke
Lot 202	Samantha Lenkic
Lot 204	Joanne Wallace
Lot 205	Katharine Jamieson
Lot 301	Sue Twinn
Lot 303	Gregory Divine
Lot 305	Sharon Broadhead Family Trust – Mark Seers
Lot 306	Amy leigh Thake
Lot 405	Lesley Elma Sammut
Lot 407	Gregory Divine
Lot 410	Christopher Gallagher
Lot 501	Mark Seers
Lot 503	Ian and Sue Moore
Lot 1010	Scott Lane
Lot 1001	Sharon Bentley
Lot 1002	Patrick and Fay Clark
Lot 1007	Neha Malik
Lot 1008	Montoya Investments Pty Ltd - Jose Puyat
Lot T307	Kerry Phillips
Lot T309	John Weatherhead
Lot T405	Brian and Maree Petrie

PROXIES:

Lot A303	Jacinta Gaudencio	Proxy to Sharon Bentley
Lot B102	Melinda M Gaudencio	Proxy to Sharon Bentley
Lot A403	Wendell Sylvester Gaudencio	Proxy to Sharon Bentley
Lot B407	Anthony Antic	Proxy to Sharon Bentley
Lot T908	Anna Maria Iacono	Proxy to Sharon Bentley
Lot 1103	Robert Lee	Proxy to Joanne Wallace
Lot 409	Nadya Godoy	Proxy to Chris Gallagher
Lot 303	Gregory Divine	Proxy to Chris Gallagher
Lot 407	Gregory Divine	Proxy to Chris Gallagher
Lot B101	Helen McMahon	Proxy to Jodie Moloney
Lot B206	Cherrinee Lee	Proxy to Jodie Moloney
Lot A102	Malini Mala	Proxy to Annamarie Schuller
Lot A104	Margaret Karagiannis	Proxy to Annamarie Schuller
Lot B205	Mosticone Massimiciano	Proxy to Dr Annamarie Schuller

	Lot A204	Mei Kwan See Toh	Proxy to Dr Annamarie Schuller

APOLOGIES:

G05	Brenden van Fleet
T1009	Aditya Sakalkale
T910	Rosemary Jacobs
T403	Nicole Blewett
T707	Mr Brendan & Mrs Sherilyn Carey
T303	Scott Michael Whitten & Jessica Lee Kendall

QUORUM: A quorum was not achieved.

RETURNING OFFICER: **IT WAS RESOLVED** to elect Jodie Moloney as returning officer for the meeting.
Moved by Mark Seers Seconded Christopher Gallagher

CHAIRPERSON: **IT WAS RESOLVED** to elect Jodie Moloney as chairperson for the meeting.
Moved by Mark Seers Seconded Christopher Gallagher

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING: **IT WAS RESOLVED** that the Minutes of the Annual General Meeting held on 7/12/2021, as presented to the Meeting, be confirmed as a true and accurate account of proceedings at the meeting.
Moved by Lesley Sammut Seconded by Annamarie Schuller

FINANCIAL STATEMENTS: **IT WAS RESOLVED** to approve and adopt the Financial Reports prepared by MBCM Ascot Vale as a true record of the financial transactions of the Owners Corporation for the period ending 30/09/2022.
Moved by Sharon Bentley Seconded Samantha Lenkic

AUDIT REPORT: **IT WAS RESOLVED** that the Audit Report for Owners Corporations 1, for the period 1 October 2020 to 30 September 2021, as prepared by Lowe Lipman Chartered Accountants, the Auditors, be provisionally adopted pending the signature of the auditor and circulation to the owners.
Moved by Sharon Bentley Seconded by Annamarie Schuller

CONSIDERATION OF REPORTS:

a) **Committee report:** A written report of the Committee's activities was presented to the members.
Moved by Lesley Sammut Seconded by Samantha Lenkic

b) **Managers' report:** Tabled and accepted
Moved by Mark Seers Seconded by Ian Moore

c) **Dispute resolution Report:** Tabled and accepted
Moved by Annamarie Schuller Seconded by Christopher Gallagher

COMMITTEE OF MANAGEMENT: **IT WAS RESOLVED** that a committee of seven (7) members be appointed until the next Annual General Meeting.

The following were declared duly elected as Members of the Committee of the Owners Corporation.

- Gregory Devine
- Sharon Bentley
- Annamarie Schuller
- John Weatherhead
- Sue Twinn
- Christopher Gallagher
- Neha Malik

Moved by Joanne Wallace Seconded by Annamarie Schuller

DELEGATION TO COMMITTEE: **IT WAS RESOLVED** that the Owners Corporation delegates by these minutes to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

DELEGATION TO MANAGER: **IT WAS RESOLVED** that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

INSURANCE: **IT WAS RESOLVED** that pursuant to Part 3 Division 6 of the Owners Corporations Act 2006, the Manager continues the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company.

Insurer:	CHU UNDERWRITING AGENCIES
Renewal Date:	29/10/2023
Building:	$77,519,915.00
Common Contents:	$775,199.00
Public Liability:	$30,000,000.00
Office Bearers Liability:	$5,000,000.00
Excess:	$1,000.00 All Claims

Additional Excess:
Water Damage: $ 5000.00
Exploratory Costs (burst pipes) $5000.00
Policy 7 - Machinery Breakdown -Standard: $2,500
Policy 9 - Government Audit Costs and Legal Expenses
Legal Defence Expenses: $ 1,000
Other excesses payable are shown in the policy wording.
Members were reminded that Owners Corporation insurance **does not** cover contents, owners' chattels, including carpets, inside the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

IT WAS RESOLVED for the Manager to obtain comparative quotations for insurance cover prior to the renewal date and submit them to the Committee for its decision. **IT WAS FURTHER RESOLVED** that if MBCM do not receive a response from the committee, insurance will be renewed with the recommendation from the Broker.

Moved by Sharon Bentley Seconded by Mark Seers

Renewal of the building insurance policy took place on the 29/10/2022. It was agreed that the manager would email lot owners a copy of the new certificate of currency and product disclosure documents.

EXCESS PAYABLE BY PARTY CAUSING LOSS:

IT WAS RESOLVED that if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

- where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or

where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the Owners Corporation will apply the benefit principle pursuant as set out Section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to commencement

MAINTENANCE PLAN:

Maintenance Plan Report: Report tabled
Rendering and painting of Building 4-5 was completed in 2022
As per the Maintenance Plan the exterior rendering and painting of Building 6 and 2 is currently being quoted and will start as soon as practicable.

FEES TO COVER MAINTENANCE PLAN:

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of $274,855.00 including GST be raised for the purpose of anticipated future capital improvement for the financial year of the Owners Corporation being 1 October 2022 to 30 September 2023. This Fund is to remain in force until the next Annual General Meeting.
Moved by Sharon Bentley Seconded by Samantha Lenkic

FEES TO COVER GENERAL ADMINISTRATION & MAINTENANCE:

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of $500,993.00 including GST, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 1st October 2022 to 30th September 2023. This Fund is to remain in force until the next Annual General Meeting.
Moved by Mark Seers Seconded by Christopher Gallagher

FEES:

The fees per unit for the **QUARTER** commencing **1ST JANUARY, APRIL, JULY and OCTOBER**

IT WAS RESOLVED that pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices in the approved form and the Date of Notice will be the production date of the notice

****

Note: As fee notices for Owners Corporation No1 have already been issued for the October Quarter at the old budget rate, it is intended that any budget adjustment to owner's contributions will be included with the next scheduled Fee Notice issued to owners. This will be noted as a 'Budget Adjustment levy' and is a one off levy. Ongoing the OC fees for January quarter (minus the budget adjustment levy) will remain at this level for the period to the convening of the next AGM.

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INTEREST:

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to Section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983.

LATE PAYMENT OF ADMINISTRATION FUND AND LEVIES:

IT WAS RESOLVED that Maintenance charges and levies are payable within 28 days of the date of notice.

IT WAS RESOLVED FURTHER to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and **THAT THE OWNERS CORPORATION ALSO RESOLVE** that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expenses incurred by the Owners Corporation (not including the personal time cost of any person acting in an Owners Corporation) arising out of any default or breach by any Lot Owner or Occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007.
Moved by Margaret Karagiannis Seconded by Annamarie Schuller

ARREARS AS AT THE DATE OF THE MEETING:

There were seventeen (17) Owners in arrears as at the date of the Meeting.

GENERAL BUSINESS:

VAN NESS LANDSCAPING SPECIAL LEVY -
During the year council agreed to contribute a 50% share of the costs to replant the Van Ness nature strip in front of the 14 Horizon Drive townhouses. Final cost paid by the OC was $25,696.00.
A lot owner requested the remainder of the $50,000.00 special levy collected, being $24,304.00, be credited back to lot owners OC accounts. The Motion was seconded by Pat Clark.
Prior to voting the members were asked to take into consideration that the OC has building 6 and 2 exterior painting to be completed in the coming year and quotes were currently being received over what has been budgeted in the Maintenance Plan. The remaining special levy funds would go toward the shortfall of these costs.

Motion: THAT the remainder of the Van Ness special levy, totalling $24,304.00, that is no longer required for the Van Ness project be credited back to lot owner's OC accounts.
IN FAVOUR: 7 AGAINST: 27 ABSTAINED: 2
The motion did not pass.

INTEREST BEARING ACCOUNT: It was agreed to forward the current Me Account (OC investment account) interest rate to Neha Malik for review

FINANCIALS ON OC WEB PORTAL: It was agreed the committee would prepare OC1 financials in an excel format and they be uploaded to the OC portal with committee minutes each month. MBCM will charge for their time to answer any questions arising from the financials being posted. Owners are requested to direct any financial questions to the committee at horizonapartments102@gmail.com

CLOSE OF MEETING: There being no further business the meeting was declared closed at 8.02pm

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the General Meeting did not have a quorum, section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at the meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive to draw attention to section 78(4).

1) *Subject to subsection (4), if there is not a quorum, the General Meeting may proceed but all Resolutions are Interim Resolutions.*
1) *Notice of all interim resolutions and the Minutes if the Meeting at which the Interim Resolution is made must be forwarded to all Lot Owners within 14 days of the Meeting.*
2) *The Minutes must be accompanied by a Notice setting out the effect of subsection (4).*
3) *Interim Resolutions become Resolutions of the Owners Corporation -*
    a) *Subject to paragraphs (b) and (c), 29 days from the date of the Interim Resolution; or*
    b) *If Notice of a Special General Meeting is given within that 29-day period and the Meeting is held within 28 days after the Notice is given, only if confirmed at the Meeting; or*
    c) *If the Notice of a Special General Meeting is given within that 29-day period and the Meeting is not held within 28 days after the Notice is given at the end of that 28-day period.*

Note

The effect of subsection (4) is that an Interim Resolution cannot be acted on for 29 days after it is made but is Notice of Special General Meeting is give within that 29 day period, the Interim Resolution cannot be acted on until the Resolution is confirmed at that Meeting (which must be held within 28 days after the Notice is given) or if the Meeting is not held, until the end of that 28 day period.

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.

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

(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(3) inserted by S.R. No. 147/2021 reg. 15(2).

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.

(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(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

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

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

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**.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0025251
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	29/10/2022 to 29/10/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 503570D
Situation	2 HORIZON DRIVE MARIBYRNONG VIC 3032

Policies Selected

Policy 1 – Insured Property
Building: $77,519,915
Common Area Contents: $775,199
Loss of Rent & Temporary Accommodation (total payable): $11,627,987

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $100,000

Policy 8 – Catastrophe Insurance
Sum Insured: $11,627,987
Extended Cover - Loss of Rent & Temporary Accommodation: $1,744,198
Escalation in Cost of Temporary Accommodation: $581,399
Cost of Removal, Storage and Evacuation: $581,399

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 27/10/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

BODY CORPORATE 1 PLAN OF SUBDIVISION PS 503570D

RULES OF THE BODY CORPORATE

Notes

- These rules must be read in conjunction with the Subdivision (Body Corporate) Regulations 2001 or such other regulations made from time to time under the Subdivision Act 1988 which provide for the general duties of members, meetings and administration of the Body Corporate, insurance and other matters.
- It is each member's legal responsibility to inform any occupier of his or her lot of the Standard Rules and Additional Rules.
- At any and all places in these rules where it refers to the Body Corporate, it may also mean a committee of the management of the Body Corporate or a Body Corporate Manager that has been duly appointed and delegated by the Body Corporate to assume certain powers and duties of the Body Corporate and in particular to set the terms and conditions referred to in any of the rules of the Body Corporate.

1. **Interpretations/Definitions**

In these rules, unless the context clearly indicates otherwise:

Act means the Subdivision Act 1988;

Body Corporate means Body Corporate 1 Plan No PS 503570D;

Building means all and any buildings, structures or improvements comprised in the Development;

Common Property means common property No.1 shown as Common Property No.1 on the Plan of Subdivision;

Development means all the land and improvements comprised in the Plan of Subdivision and known as Horizon Apartments situated on the corner of Warrs Road and Van Ness Avenue, Maribyrnong;

Highpoint means Highpoint Developments Pty Ltd (ACN 008 617 829) the developer of the Development;

Lot(s) means a lot or lots shown on the Plan of Subdivision;

Manager means the manager appointed from time to time by the Body Corporate pursuant to regulation 302 of the Regulations;

Member means a member of the Body Corporate;

Occupier means any person occupying or in possession of a Lot on the Plan of Subdivision;

Plan of Subdivision means Plan of Subdivision No. PS 503570D and all its stages or a particular stage where the context requires;

Proprietor means the registered proprietor from time to time of a Lot on the Plan of Subdivision; and

Regulations means the Subdivision (Body Corporate) Regulations 2001 as amended or any other regulations relating to body corporate matters made from time to time under the provisions of the Act.

Standard Rules means the standard rules set out in Form 1 of the Schedule to the Regulations.

2. **Use of Lots Generally**

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

(a) make or permit to be made any noise on that Member's Lot which may be heard outside the Member's Lot between the hours of 10:00pm and 8.00am;

(b) use or occupy any Lot or Lots in a manner that would contravene any planning regulations or any requirements or restrictions on the Plan of Subdivision;

(c) do or permit anything to be done on a Lot which may invalidate, suspend or increase the insurance premiums for any insurance effected by the Body Corporate which is consistent with the normal use and enjoyment of the relevant Lot for its intended purpose;

(d) without the prior written consent of the Body Corporate;

(i) make any alterations or addition (painting or decorating included) to the exterior of the Lot including, but not limited to, any balconies, patios, terrace or courtyard area that form part of the Lot; or

(ii) make any structural alterations or additions to the interior of the lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision and for this purpose the Body Corporate has the right, at the expense of the Member proposing to make the alterations to appoint an architect, structural engineer or building contractor to provide the necessary advice to the Body Corporate to consider whether to provide its consent;

(e) do or permit anything, which may cause structural damage to the Development including without limitation bringing any heavy article on the Lot or on the Common Property without the written consent of the Body Corporate provided that this rule does not prevent Highpoint or its successors in title from bringing any equipment on to any part of Lot S2 on the Plan of Subdivision required for the development of that Lot by Highpoint or its successors in title; or

(f) alter floor surfaces in such a way that causes the transmission of noise which is likely to disturb other Occupiers.

3. **Vehicles, Driveways and Car Parking**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) drive or operate any motor vehicle on any internal road surface in excess of 5kph;

(b) permit bicycling, roller blading, skate boarding, roller skating or other ball games in the car parking areas, driveways or access pathways or any easement for access purposes;

(c) use any car parking space otherwise than for the purpose of parking any vehicle, motorcycle, boat or bicycle therein and in such manner as may be fair and reasonable or permit any mechanical repairs except of an emergency nature to be performed on any vehicle;

(d) use any car parking space for storage purposes except as provided in rule 3(i);

(e) park either for short or longer periods in any car park space except in the car parking space that is a Member's Lot or part of a Member's Lot;

(f) park for any period more than one vehicle in any car parking space designated as being for one vehicle only;

(g) interfere with the operation, function or control of the electronic vehicular gates;

(h) obstruct any easement giving access to any Lots or to the Common Property;

(i) build any structure on or over a car parking space or part thereof including, but not limited, to a fence or wall or structure for storage purposes of any kind around the car parking space or any part thereof, unless it is in accordance with any guidelines issued by the Body Corporate as to the size, appearance and style of storage areas and without the prior written consent of the Body Corporate. The Body Corporate shall not be obliged or required to provide its consent until the Member seeking such consent provides the Body Corporate with plans and detailed drawings detailing the proposed storage structure which is in accordance with the Body Corporate guidelines;

(j) allow any build up or discharge of oil and other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Body Corporate;

(k) wash any vehicle on any part of the Common Property or on any easement for the purpose of ingress and egress from a Member's Lot or to the Common Property other than in a designated washing bay;

(l) store any flammable, hazardous or dangerous substance in any storage area that is a Member's Lot or part of a Member's Lot; or

(m) use any part of Member's Lot or a Member's Lot that is a storage area for any purpose other than the storage of general domestic furniture, goods and chattels.

4. **Roof Top**

A Member must not and must ensure that the Occupier of a Members Lot does not:

(a) enter onto the roof top area without the prior consent of the Body Corporate;

(b) fail to comply with all directions of the Body Corporate if it is granted access to the roof top area;

(c) install any aerial, transmitters or telecommunication devices on the roof top area without the prior consent of the Body Corporate provided that this does not apply to any aerial, transmitters or telecommunication devices installed by Highpoint to service the Development.

5. **Use of Common Property – Generally**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) do or allow anything to be done on the Common Property which causes a nuisance to the Body Corporate or a Member or Occupier of a Member's Lot;

(b) obstruct any halls or passage ways or stairways of the Common Property;

(c) hold or allow to be held any auction, meeting, function or gatherings on the Common Property without the prior written consent of the Body Corporate, which consent may be granted on whatever terms and conditions the Body Corporate deems appropriate provided that this rule does not apply to Highpoint in respect of any auction relating to the sale of any Lot in the Plan of Subdivision of which it is the owner;

(d) breach any rules and regulations relating to each facility on the Common Property;

(e) take any glass or any other item which may become a danger on to the Common Property;

(f) remove any item, equipment or such other things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever;

(g) interfere with the personal property of the Body Corporate;

(h) fail to report any repair or maintenance required to the Common Property to the Manager;

(i) use the Common Property other than in accordance with the directions of the Manager and in the absence of any such directions in accordance with the directions of the Body Corporate; or

(j) allow the Common Property to be used by any person except on a temporary and non-recurring basis.

6. **Signage**

A Member must not and must ensure that the Occupier of a Member's Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or the Member's Lot so that it is visible from outside the Lot without the prior written consent of the Body Corporate which can be granted on such terms and conditions as the Body Corporate deems appropriate provided that this rule does not prohibit Highpoint from displaying any placards, advertisements or signs on the Common Property or any part of a Lot relating to the sale or lease of the Lots or any part of the Lots of which Highpoint is an owner.

7. **Balconies, Patios, Exterior Building Surfaces and External Appearance**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) hang clothes, store bicycles or other articles on the balconies, terraces, patios, courtyards or the exteriors of the Lots or on any Common Property except in areas designated by the Body Corporate (if any) and subject to the terms and conditions set forth in writing by the Body Corporate;

(b) store or keep on the Common Property or any part thereof any material or goods including bicycles and other items except in designated areas (if any) and subject to terms and conditions set forth in writing by the Body Corporate;

(c) install any flywire screen, security doors or any other exterior fixture or fitting without first obtaining the written permission of the Body Corporate and provided the consent complies with the standards of the Body Corporate;

(d) keep any plants, planter boxes or pots on any balcony, terrace, patio, courtyard or on any part of the Lot visible in the Development that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size of the plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of the Lots by the Occupiers of those Lots;

(e) cause disturbance or interference to other Lots when watering any plants or planter boxes or cleaning any balcony, terrace, patio, or courtyard and if there is a dispute as to whether the Member or Occupier is causing disturbance or interference, the Body Corporate may at the cost of the Member appoint a structural engineer or other relevant consultant to make a determination as to whether the watering is causing a disturbance or interference;

(f) fail to maintain in good condition any landscaping or building which forms part of a Member's Lot to a reasonable standard and/or fail to comply with any request from the Body Corporate to attend to any repairs or upgrade the Lot to a standard at least equal to that of the Lot when it was established and the buildings erected thereon were first completed in the Development;

(g) construct or erect any sheds, kennels, spas or hot tubs or structures of any nature or description on any terrace, patio, balcony or courtyard or other items which may be of a weight that may adversely affect the terrace, patio balcony or courtyard without obtaining the prior written consent of the Body Corporate and complying with all building regulations and planning laws;

(h) install any air-conditioning units or condensers of air-conditioning units on any terrace, patio, balcony, courtyard or any part of the Lot visible in the Development without the written consent of the Body Corporate and then only in a position approved by the Body Corporate provided that this rule does not apply in respect of air-conditioning units or condensers of air-conditioning units installed on any terrace, patios, balcony or courtyard by Highpoint as part of the Development or any replacement air-conditioning unit or condenser of air-conditioner unit installed by a Member provided that it is of the same size and similar appearance and installed in the same location as that installed by Highpoint;

(i) fail to maintain and keep in good repair any permitted structures on any terrace, balcony, patio or courtyard or any other part of the Lot that is visible from the Development;

(j) construct or erect any outside wireless television aerial, skydish receivers, satellite dish or receiver or thing of like nature without the prior consent in writing of the Body Corporate provided that this rule does not apply in respect of any aerial, antennae, dish or receiver installed by Highpoint to service the Development;

(k) erect any external blinds or awnings without the prior written consent of the Body Corporate provided that this rule does not apply to Highpoint in respect of any Lots that it is owner of;

(l) hang curtains or install any window furnishing visible from outside the Lot unless they are of a type and have a backing that is beige or white;

(m) install any window tinting without having the colour and design of same approved in writing by the Body Corporate provided that this rule does not apply to Highpoint in respect of any Lots that it is owner of;

(n) without the prior consent of the Body Corporate maintain anything inside a Lot which when viewed from the outside the Lot is not in keeping with the rest of the Development;

(o) operate or permit to be operated any device or electronic equipment which interferes with any appliance or equipment lawfully in use on the Common Property, another Lot or any part of the Development;

(p) throw any object from any window, balcony, terrace or patio; or

(q) when on a balcony, terrace, patio, courtyard area or external area of a Lot, use language or behave in a manner that may cause offence or embarrassment to other Members or Occupiers of other Lots or to any person using the Common Property.

8. **Rubbish**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) deposit garbage, recyclable material or waste (refuse) in any other receptacle or any other part of the Common Property except in a manner approved and designated by the Body Corporate and except in a designated garbage room or garbage receptacle area designated by the Body Corporate for that purpose and in accordance with the directions of the Body Corporate;

(b) throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts, or other substance whatsoever out of the windows, doors, down the staircase or from the balconies, patios or terraces;

(c) leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Body Corporate if refuse is spilled or dropped; or

(d) refuse to bear the cost of cleaning and repair caused by a breach of this rule.

9. **Damage and Repairs**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway or any other Body Corporate property located on, in or attached to the Common Property including any landscaping on the Common Property or landscaping around the Development which the Body Corporate has assumed responsibility for provided that if the Body Corporate expends money to make good the damage caused by any Member or Occupier or their invitees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Member at the time the damage occurred;

(b) fail to properly inform the Body Corporate within 24 hours of any damage to the Property which may be the subject of claim against the Body Corporate building and/or public liability insurance policy;

(c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Body Corporate or Highpoint specifically for the work being undertaken;

(d) interfere with or attempt to interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment including but not limited to all pedestrian entrances, car park entrances, lighting, fire controls, landscaping and structures including the sprinkler system and any facility control or equipment;

(e) commit, perform or cause in any manner any act on the Lots or the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, by-law or order made by any Municipal, Statutory Government, or other Authority authorised by-law to make such regulations, permits, by-law or order or issue such permits; or

(f) use any water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided that any costs or expenses resulting from damage or blockage to such water, apparatus, waste pipes or drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of a Occupier or invitee of the Member or Occupier.

10. **Mailboxes**

A Member must or must ensure that an Occupier of a Member's Lot regularly clears the mailbox allocated to that Member on the Common Property so there is no build up of mail, deliveries, correspondence, advertisements, flyers or any other items in the mail box.

11. **Fire Control**

(a) A Member must not and must ensure that an Occupier of a Member's Lot does not interfere with or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Body Corporate may recover the cost of charges for false alarms or making good any damage from the Member.

(b) The Body Corporate or a Member must in respect of the Development or their Lot as appropriate:

(i) consult with any Government Agency as to an appropriate fire alarm and fire sprinkler system for the Development or the Lot;

(ii) ensure the provision of all adequate equipment to prevent fire or spread of fire in or from the Development or the Lot to the satisfaction of all Government Agencies; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Development or the Lot.

(c) A Member must indemnify the Body Corporate for costs incurred in respect of any charges made by a fire authority arising from a false alarm whether from the activation of a smoke detector or otherwise, which is attributable to some action of that Member or Occupier of that Member's Lot.

12. **Security**

(a) Each Member and Occupier must comply with the reasonable requirements of the Manager regarding the security of the Common Property.

(b) The Body Corporate must take all reasonable steps to ensure the security of the Development from intruders and to preserve the safety of the Development from other hazards it considers necessary or desirable which, without limitation, includes;

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

(ii) permit to the exclusion of the Members any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and

(iii) restrict access of Members of Lots in one level of the Development to any other level of the Development.

(c) The Body Corporate may make rules and regulations to ensure the security of the Development from intruders.

(d) If the Body Corporate restricts the access of Members under these rules, the Body Corporate must make available to each Member free of charge the number of security keys, key fobs, access cards or remote controls that the Body Corporate considers reasonably necessary. The Body Corporate may charge a reasonable fee for any additional security key, key fobs, access cards or remote controls required by a Member.

(e) A Member must exercise a high degree of caution and responsibility in making a security key, key fob, access card or any remote control available for use by an Occupier of a Lot including without limitation, entering into an appropriate agreement in any lease or licence of the Lot to ensure the return of the security key, key fob, access card or remote control to the Member or the Manager on the expiry of the lease or licence.

(g) A Member in possession of a security key, key fob, access card or remote control:

(i) must not duplicate or permit the security key, key fob, access card or remote control to be duplicated; and

(ii) must take all reasonable steps to ensure that the security key, key fob, access card or remote control is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.

(h) A Member must promptly notify the Manager if a security key, key fob, access card or remote control is lost or destroyed.

(i) If a security key, key fob, access card or remote control is lost, damaged or destroyed the Member must pay the costs associated with the provision by the Manager of a replacement security key, key fob, access card or remote control.

13. **Relocations, Deliveries, Tradespersons**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

(a) give less than 24 hours notice to the Body Corporate or its representative before any fixture, fitting or equipment may be moved into or out of any Lot and the moving of the same must be done in a manner and at the time directed by a representative of the Body Corporate provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of the property belonging to another Member or Occupier of another Lot and provided that this rule does not apply to Highpoint whilst Highpoint is the owner of any of the Lots on the Plan of Subdivision;

(b) damage, obstruct or interfere with the stairways, corridors or any other part of the Common Property when moving in or out of any Lot;

(c) arrange for tradespersons (except in emergencies) to perform works except during the hours of 8:00am to 6:00pm weekdays (excluding public holidays) and under the supervision and at the sole responsibility of the Member so arranging provided that this rule does not apply to Highpoint; or

(d) arrange for deliveries of any kind or nature unless the Member or its designee is at or on the Development to accept or arrange for the same at the Member's or Occupier's sole cost and responsibility.

14. **Notification**

Each Member must advise the Manager of an out of normal business hours contact address and telephone number for them or for the lessee of a Member's Lot and must promptly advise the Manager of any change in address or telephone number.

15. **Behaviour of Invitees**

A Member must not and must ensure that the Occupier of a Member's Lot and all of their respective invitees of any kind and for any purpose do not:

(a) behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using the Common Property;

(b) fail to accept liability for and compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it or caused by any such Proprietor, Occupier or their invitees; or

(c) fail to inform and require compliance with all Body Corporate Rules and Regulations by any Occupier, or invitee coming onto the Member's Lot or the Common Property with the consent or approval (actual or implied) of such Member or Occupier.

16. **Window Cleaning**

(a) A Member must not inhibit or prevent any professional window cleaners engaged by the Body Corporate from gaining access through their Lot or the balcony, terrace, patio or courtyard area within their Lot or for the purposes of cleaning and maintaining such windows.

(b) A Member must keep all accessible windows within their Lot clean and not permit the window to reach a level of uncleanliness that detracts or affects the exterior appearance of the Lot or the Development.

17. **General**

(a) The Body Corporate may employ for and on behalf of the Body Corporate such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate and will enter into management agreements and incur the necessary costs for the proper running and management of the Development.

(b) The Body Corporate may determine to enter into arrangements for the provision of the following amenities or services to any of the Members or Occupiers of a Member's Lot:

(i) window cleaning;

(ii) garbage disposal and recycling;

(iii) electricity, water and gas supply;

(iv) telecommunications facilities; and

(v) cable television.

19 Standard rules

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

i. Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;

ii. Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purposes by the Body Corporate;

iii. Use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier or any Lot or the families or visitors of any such Member or Occupier;

iv. Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Body Corporate;

v. Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;

vi Keep any animal on the Common Property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT
Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION
This form is the written record of your Rental 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 RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT
The RENTAL PROVIDER lets the RENTER of the PREMISES LET 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 start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND
The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT
The term of this Agreement must be as specified in Schedule A. STARTING 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 agreement.

OR

PERIODIC AGREEMENT
If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method 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 method.

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. RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET

a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.

b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.

c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.

d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS

a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.

b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.

c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.

d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.

e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:

1. The RENTER cannot meet the cost of the repairs; or
2. The cost of repairs is more than $2,500; or
3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.

f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES

2.3.1. Electrical safety checks

a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.

b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities

This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.

a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.

b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities

a) The RENTAL PROVIDER must ensure that-

i. any smoke alarm is correctly installed an in working condition; and
ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
iii. the batteries in each smoke alarm are replaced as required.

b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.

c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-

i. information about how each smoke alarm in the premises let operates;
ii. information about how to test each smoke alarm in the premises let;
iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.

d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.

2.3.4. Swimming pool barrier safety activities

These safety-related activities only apply if the premises let contains a swimming pool.

a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.

b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.

d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and windows locks.

b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER 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 RENTER 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 RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER 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 RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER 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 RENTER 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 RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER 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 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let 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 premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, 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
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER 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 RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/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 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER 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.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Muliana Bujung & Budy Hariono**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Parth Sharma**	**parthsharma2004@yahoo.com**
	RENTER 2	**Aditi Acharya**	**aditiach5@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **16/14 Horizon Drive, MARIBYRNONG, VIC, 3032**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **2/10/2022** End date**: 1/10/2023**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT
$2,021.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **1st** of each month
Date first rent payment due **01 October 2022**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,955.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Signature of AGENT on behalf of the RENTAL PROVIDER — **Nicholas Nur Putra** *Name* — *Date* Sep 14, 2022

RENTER(S)

Parth Sharma (Sep 15, 2022 11:05 GMT+10)

Signature of RENTER 1 — **Parth Sharma** *Name* — *Date* Sep 15, 2022

Aditi Acharya (Sep 15, 2022 15:23 GMT+10)

Signature of *RENTER 2* — **Aditi Acharya** *Name* — *Date* Sep 15, 2022

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 14 September 2022