Contract of Sale of Land

Property:

Unit 115, 70 NICHOLSON Street, Fitzroy VIC 3065

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:021548

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 ...../…..……/2024

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **ANTHONY RICHARD LETT**

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: ANTHONY RICHARD LETT

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: 021548

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	11521	Folio	445	115	PS 726036F

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 115, 70 NICHOLSON Street, Fitzroy VIC 3065

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 09/05/2024

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.

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 115, 70 NICHOLSON STREET, FITZROY VIC 3065

Vendor's name ANTHONY RICHARD LETT 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):

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

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987.*

Not applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11521 FOLIO 445

Security no : 124112372601W
Produced 05/02/2024 09:48 AM

LAND DESCRIPTION

Lot 115 on Plan of Subdivision 726036F.
PARENT TITLES :
Volume 10778 Folio 239 to Volume 10778 Folio 240
Created by instrument PS726036F 19/09/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANTHONY RICHARD LETT of 9/70 NICHOLSON STREET FITZROY VIC 3065
AL474787Q 10/11/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL474788N 10/11/2014
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS726036F 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 115 70 NICHOLSON STREET FITZROY VIC 3065

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS726036F

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

DOCUMENT END

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Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014

PLAN OF SUBDIVISION

Stage No.

LRS USE ONLY
EDITION 1

Plan Number
PS 726 036 F

LOCATION OF LAND

PARISH: JIKA JIKA

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 48 (PART)

TITLE REFERENCES: Vol. 10778 Fol. 239
Vol. 10778 Fol. 240

LAST PLAN REFERENCE/S: LOT 1 ON TP 803 347 V
LOT 1 ON TP 818 216 D

POSTAL ADDRESS: 70 - 76 NICHOLSON STREET,
(At time of subdivision) FITZROY 3065

MGA94 Co-ordinates E 321 665 ZONE: 55
(of approx centre of land in plan) N 5 813 930

Vesting of Roads or Reserves

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: YARRA CITY COUNCIL REF:

THIS IS A SPEAR PLAN

Notations

STAGING This is not a staged subdivision.
Planning permit No.

DEPTH LIMITATION DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

INTERIOR FACE OF WALLS, FLOORS & CEILINGS: ALL BOUNDARIES
CPNo. 1.. DENOTES COMMON PROPERTY No. 1
LOT 15 HAS BEEN OMITTED FROM THIS PLAN

THE PARTY WALL EASEMENT ON THE SOUTHERN BOUNDARY SHOWN ON TP 803347V WILL MERGE UPON REGISTRATION OF THIS PLAN.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CHIMNEYS, CABLE DUCTS & SERVICE INSTALLATIONS HAVE NOT BEEN SHOWN ON THE THE DIAGRAMS CONTAINED HEREIN.

THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, CHIMNEYS, BALUSTRADE WHICH DEFINE BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No. 1

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

SURVEY : - THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No's 332 & 333
IN PROCLAIMED SURVEY AREA No. ———

Easement Information

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PARTY WALL	0.23	VOL. 2930 FOL. 977	UNSPECIFIED
E-2	SUPPORT OF A VERANDAH	0.12	INST. 349759	VOL. 2531 FOL. 089

LRS USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ☑

DATE 09/ 09 /14

LRS USE ONLY

TIME 3.46

DATE 09/ 09 /2014
Ian R Mcleod
Assistant Registrar of Titles

SHEET 1 OF 7 SHEETS

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

LICENSED SURVEYOR..... SALVATORE ZUCCARELLO.....

SIGNATURE DIGITALLY SIGNED

REF 21834 DRAFTSPERSON: M.MIKHAEL VERSION 4 (T.O.AMEND.) DATE: 21/07/14

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: salvatore zuccarello (P.M.Kennedy Land Surveyor) Surveyor's Plan Version (4) SPEAR Ref: S050055A 08/08/2014, Amended: 19/09/2014.

Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014

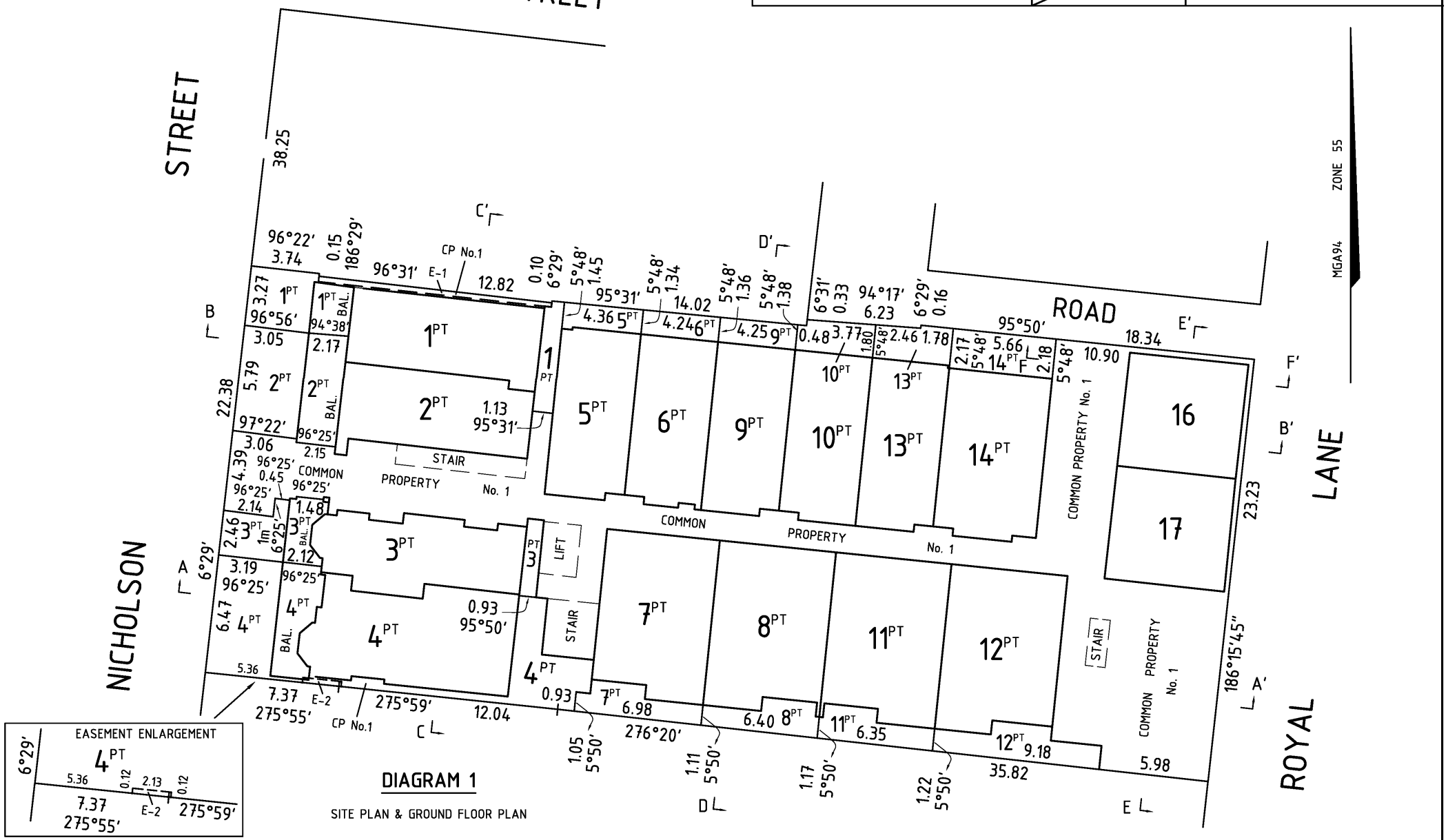
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PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 726 036 F



EASEMENT ENLARGEMENT

DIAGRAM 1

SITE PLAN & GROUND FLOOR PLAN

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE
2 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....
SIGNATURE .....
REF 21834 VERSION 4

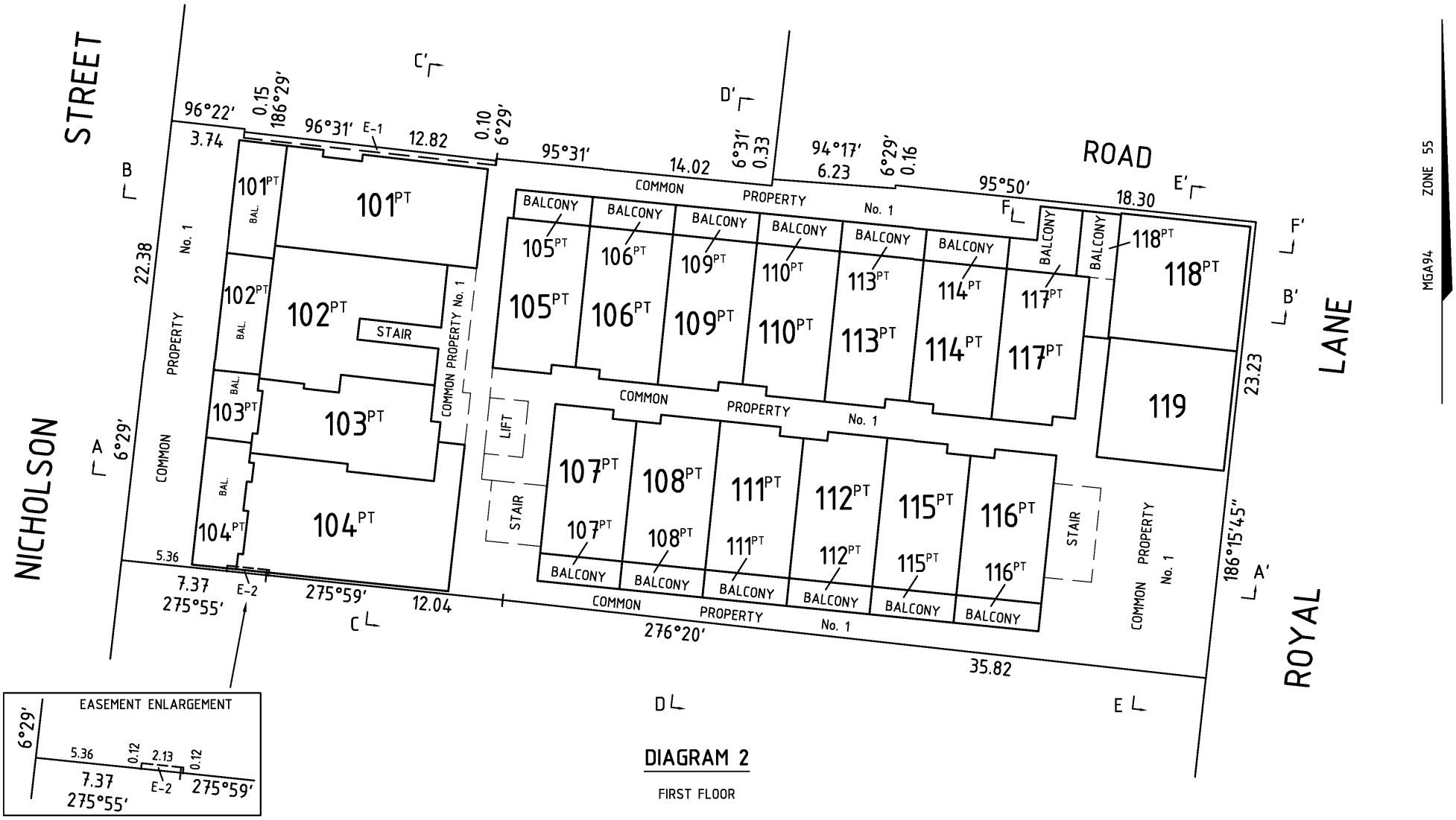
SHEET 2

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 726 036 F



EASEMENT ENLARGEMENT

DIAGRAM 2

FIRST FLOOR

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE
2 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....
SIGNATURE .....
REF 21834 VERSION 4

SHEET 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014
Signed by: salvatore zuccarello (P.M.Kennedy Land Surveyor) Surveyor's Plan Version (4) SPEAR Ref: S050055A 08/08/2014, Amended: 19/09/2014.
Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 3 of 8

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 726 036 F

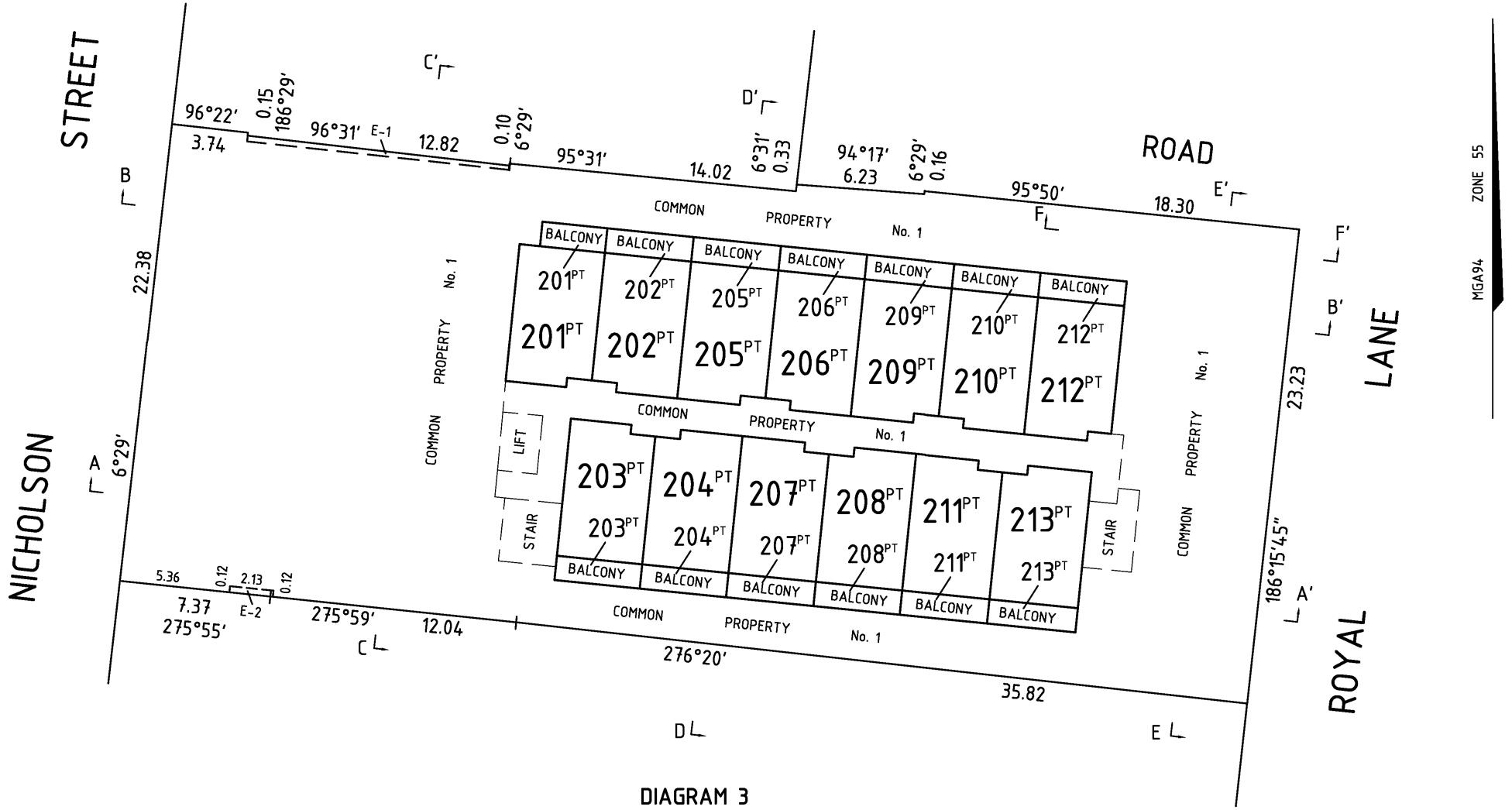


DIAGRAM 3

TOPMOST FLOOR LEVEL

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE
2 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) .....
SIGNATURE .....
REF 21834 VERSION 4

SHEET 4
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

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Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 4 of 8

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 726 036 F

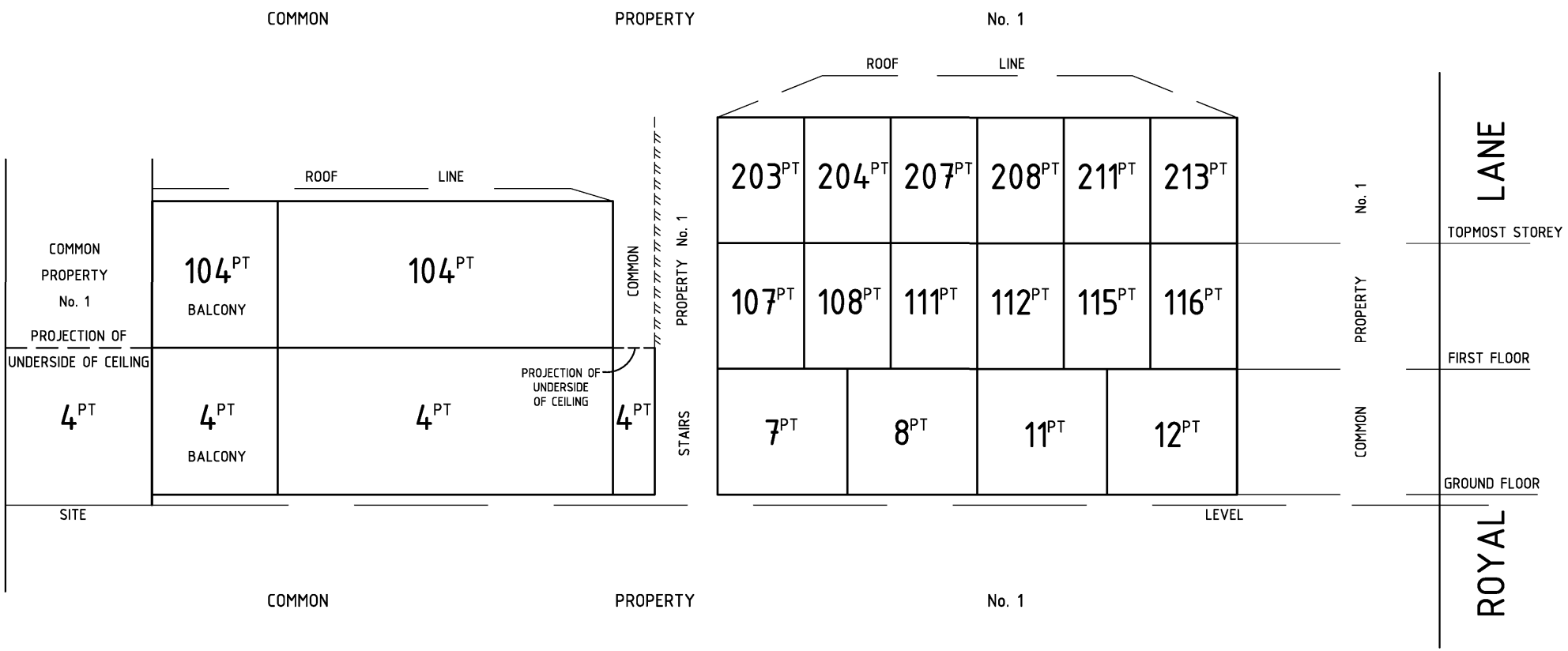


DIAGRAM 4

CROSS SECTION A-A'

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE .....

REF 21834 VERSION 4

SHEET 5

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014
Signed by: salvatore zuccarello (P.M.Kennedy Land Surveyor) Surveyor's Plan Version (4) SPEAR Ref: S050055A 08/08/2014, Amended: 19/09/2014.
Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 5 of 8

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 726 036 F

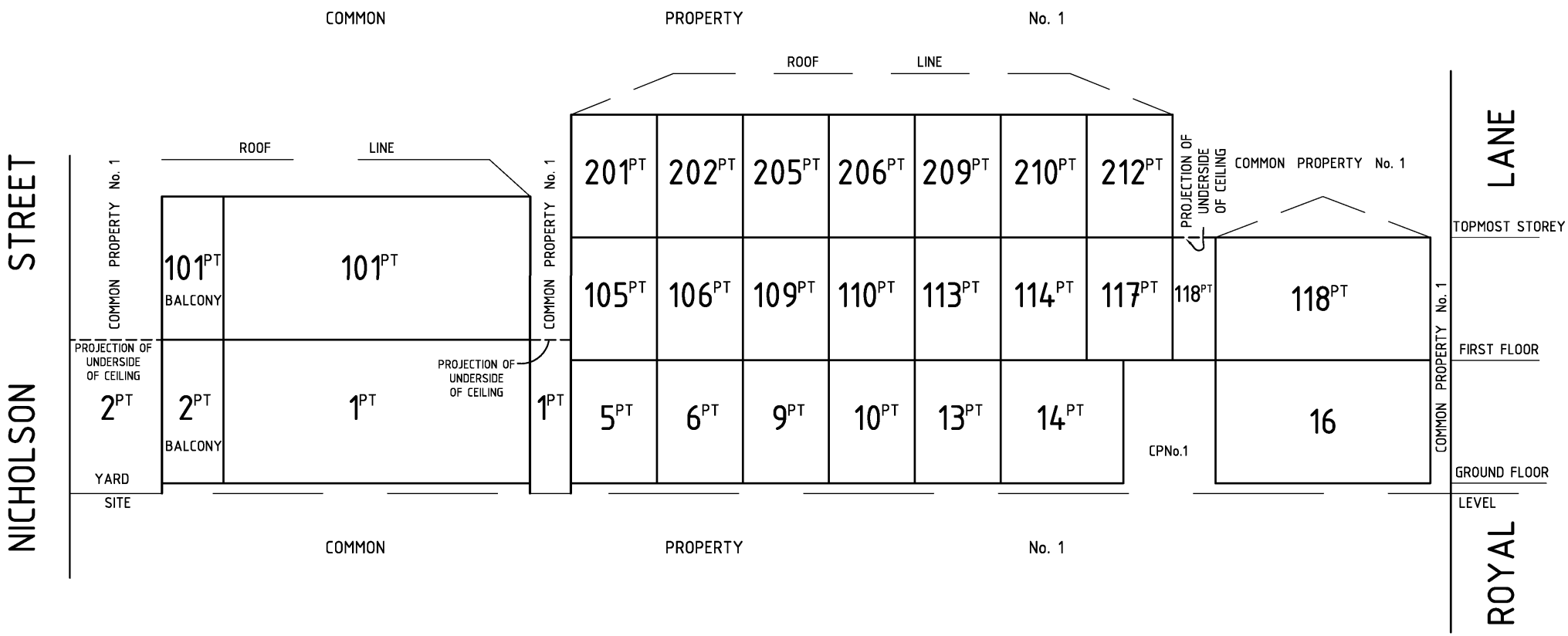


DIAGRAM 5

CROSS SECTION B-B' (TYPICAL)

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE .....

REF 21834 VERSION 4

SHEET 6

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014
Signed by: salvatore zuccarello (P.M.Kennedy Land Surveyor) Surveyor's Plan Version (4) SPEAR Ref: S050055A 08/08/2014, Amended: 19/09/2014.
Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 6 of 8

PLAN OF SUBDIVISION

Stage No.

Plan Number PS 726 036 F

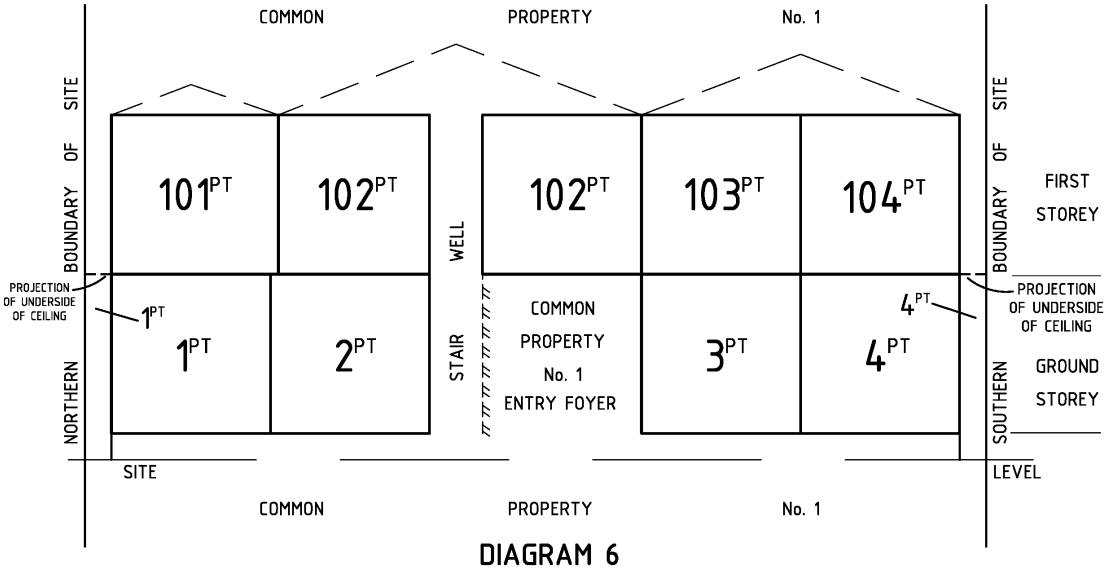


DIAGRAM 6

CROSS SECTION C-C'

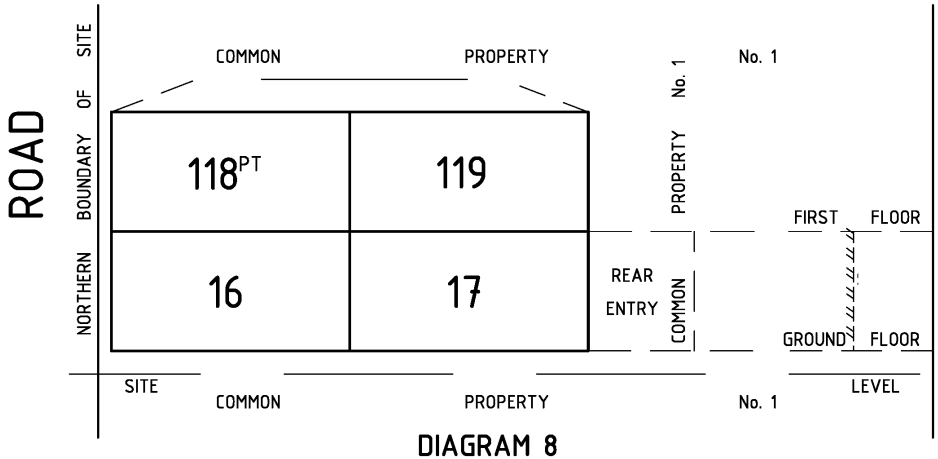


DIAGRAM 8

CROSS SECTION E-E'

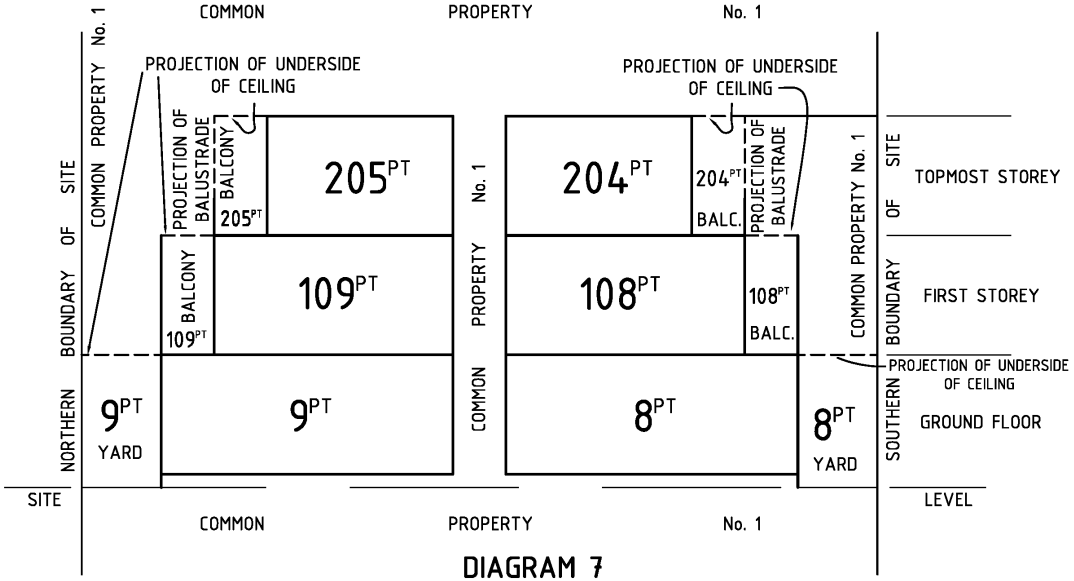


DIAGRAM 7

CROSS SECTION D-D'

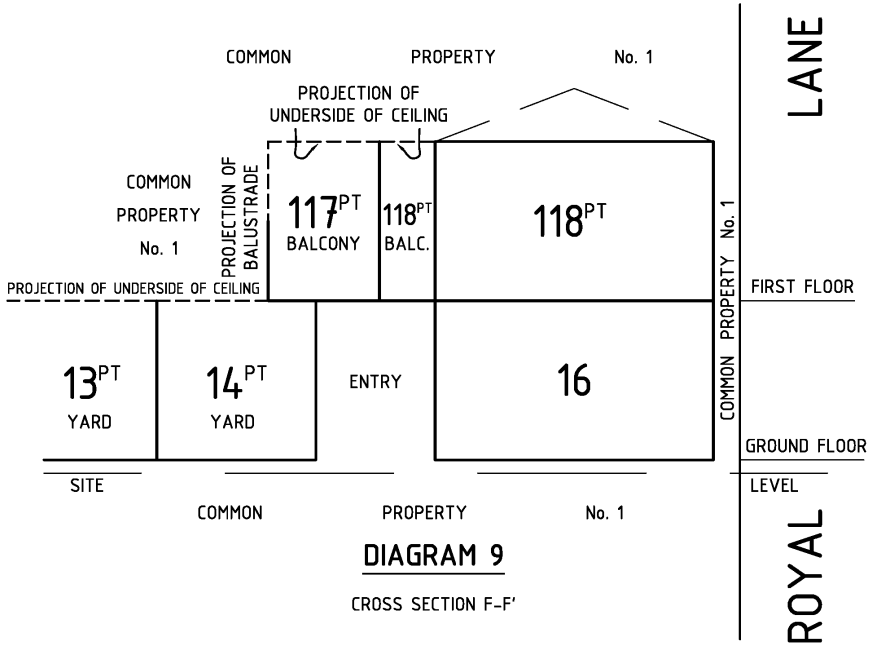


DIAGRAM 9

CROSS SECTION F-F'

PM KENNEDY LAND SURVEYOR
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....

SIGNATURE .....

REF 21834 VERSION 4

SHEET 7

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Yarra City Council, Council Ref: SP14/0032, SC14/0041, Original Certification: 19/08/2014, S.O.C.: 19/08/2014
Signed by: salvatore zuccarello (P.M.Kennedy Land Surveyor) Surveyor's Plan Version (4) SPEAR Ref: S050055A 08/08/2014, Amended: 19/09/2014.
Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 7 of 8

Delivered by LANDATA®, timestamp 05/02/2024 09:48 Page 8 of 8

Plan of Subdivision PS726036F

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S050055A
Plan Number: PS726036F
Responsible Authority Name: Yarra City Council
Responsible Authority Reference Number 1: SP14/0032
Responsible Authority Reference Number 2: SC14/0041
Surveyor's Plan Version: 4

Certification

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

Statement of Compliance

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

Public Open Space

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

◉ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Tarquin Leaver
Organisation:	Yarra City Council
Date:	19/08/2014

Signed by: Tarquin Huw Leaver (Yarra City Council) 19/08/2014

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 05/02/2024 09:48:08 AM

OWNERS CORPORATION 1
PLAN NO. PS726036F

The land in PS726036F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 14, 16, 17, 101 - 119, 201 - 213.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
SHOP 1 392 LYGON STREET BRUNSWICK EAST VIC 3057

AR754092R 12/12/2018

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. AL861648X 05/05/2015

Additional Owners Corporation Information:
OC023420X 19/09/2014

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	47	47
Lot 2	46	46
Lot 3	48	48
Lot 4	54	54
Lot 5	35	35
Lot 6	35	35

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/02/2024 09:48:08 AM

OWNERS CORPORATION 1
PLAN NO. PS726036F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	48	48
Lot 8	48	48
Lot 9	35	35
Lot 10	35	35
Lot 11	48	48
Lot 12	48	48
Lot 13	35	35
Lot 14	42	42
Lot 16	38	38
Lot 17	38	38
Lot 101	52	52
Lot 102	49	49
Lot 103	49	49
Lot 104	55	55
Lot 105	31	31
Lot 106	31	31
Lot 107	30	30
Lot 108	31	31
Lot 109	31	31
Lot 110	31	31
Lot 111	31	31
Lot 112	31	31
Lot 113	31	31
Lot 114	31	31
Lot 115	31	31
Lot 116	31	31
Lot 117	31	31
Lot 118	43	43
Lot 119	39	39

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/02/2024 09:48:08 AM

OWNERS CORPORATION 1
PLAN NO. PS726036F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 201	29	29
Lot 202	29	29
Lot 203	29	29
Lot 204	29	29
Lot 205	29	29
Lot 206	29	29
Lot 207	29	29
Lot 208	29	29
Lot 209	29	29
Lot 210	29	29
Lot 211	29	29
Lot 212	29	29
Lot 213	29	29
Total	**1746.00**	**1746.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 February 2024 11:27 AM

PROPERTY DETAILS

Address:	**115/70 NICHOLSON STREET FITZROY 3065**
Lot and Plan Number:	**Lot 115 PS726036**
Standard Parcel Identifier (SPI):	**115\PS726036**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**453390**
Planning Scheme:	**Yarra** Planning Scheme - Yarra
Directory Reference:	**Melway 2B K10**

UTILITIES

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

STATE ELECTORATES

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

OTHER

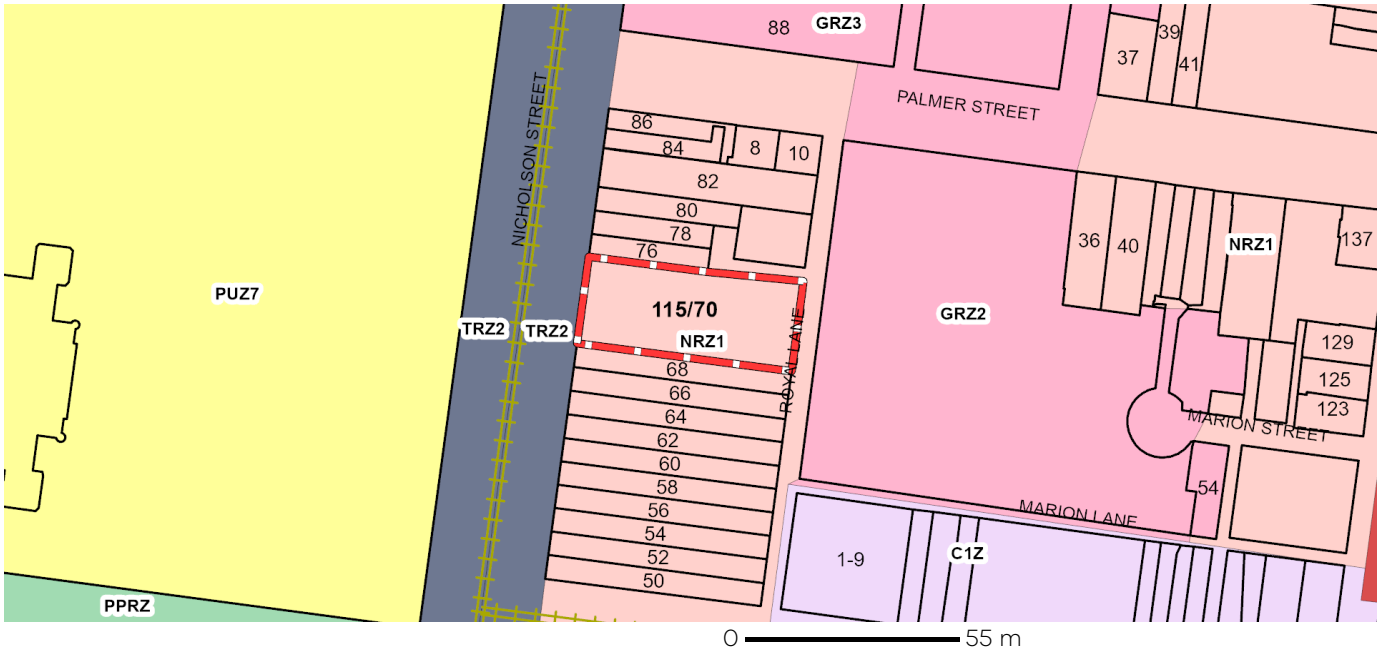
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) (YARRA)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1) (YARRA)



C1Z - Commercial 1
GRZ - General Residential
MUZ - Mixed Use
NRZ - Neighbourhood Residential
PPRZ - Public Park and Recreation
PUZ7 - Public Use-Other Public Use
TRZ2 - Principal Road Network
Tram line

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

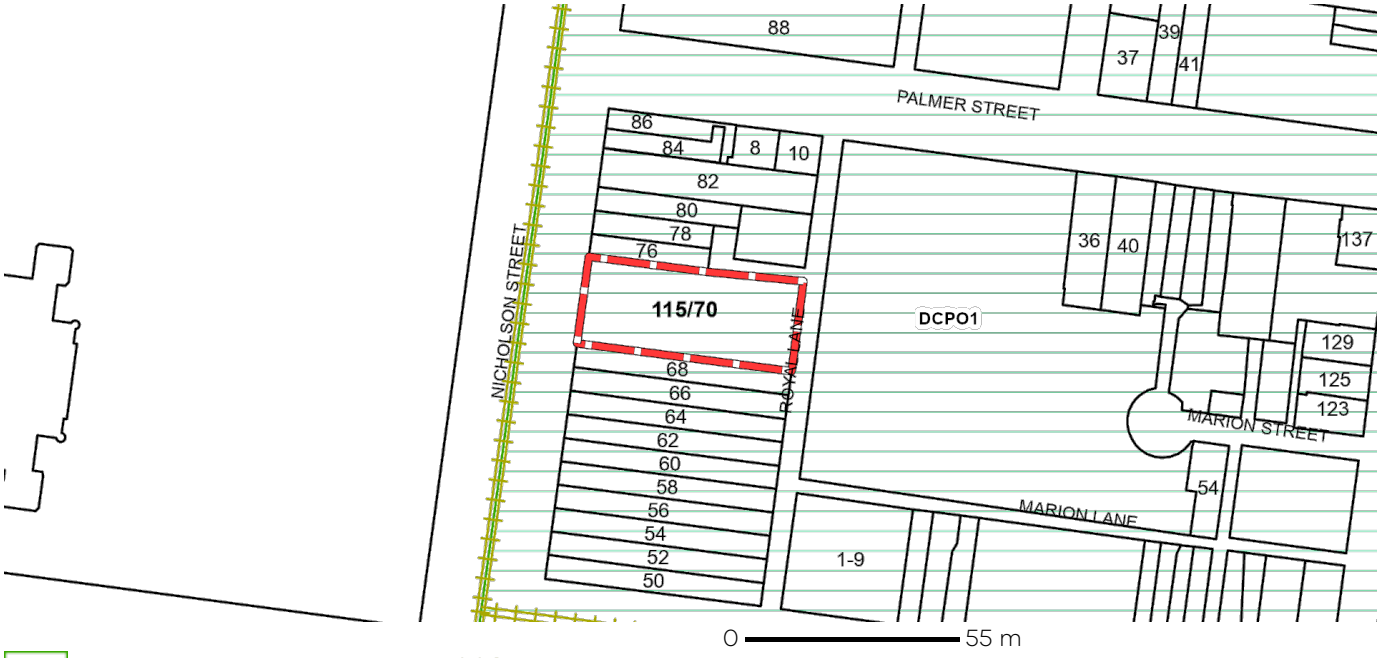
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

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

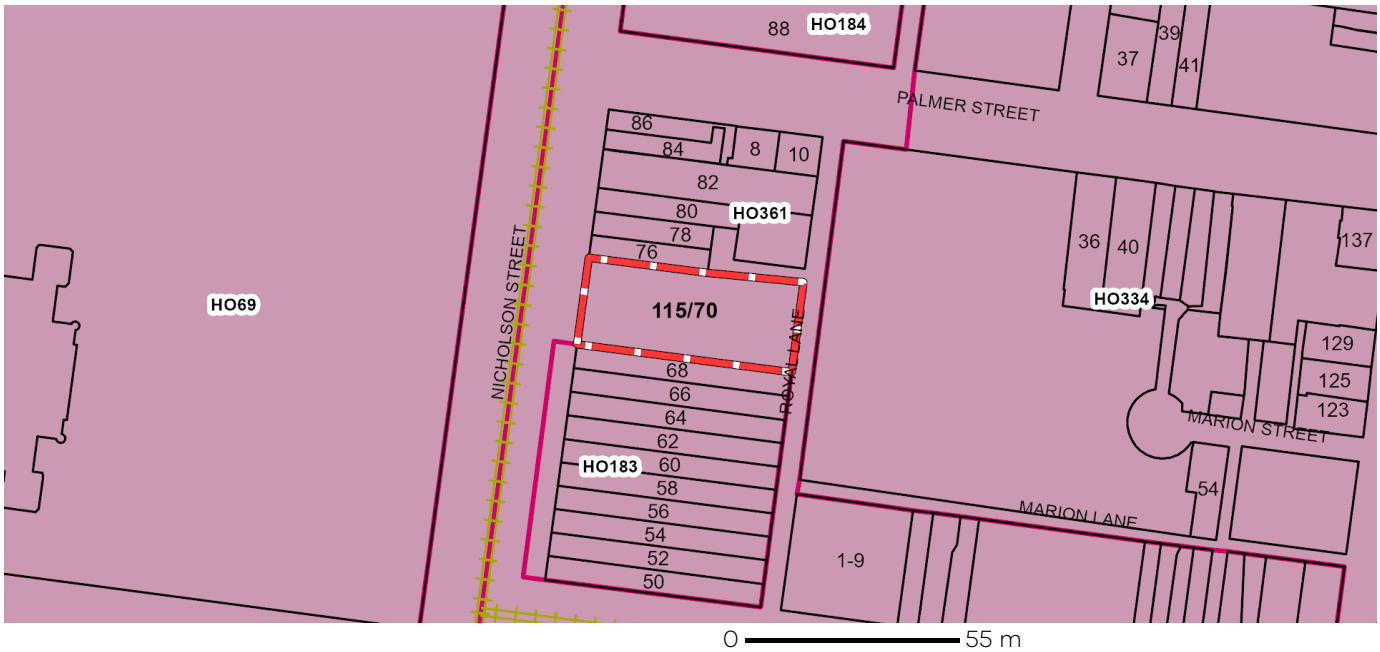


DCPO - Development Contributions Plan Overlay

Tram line

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

HERITAGE OVERLAY (HO) (YARRA)
HERITAGE OVERLAY - SCHEDULE (HO361) (YARRA)



HO - Heritage Overlay

Tram line

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

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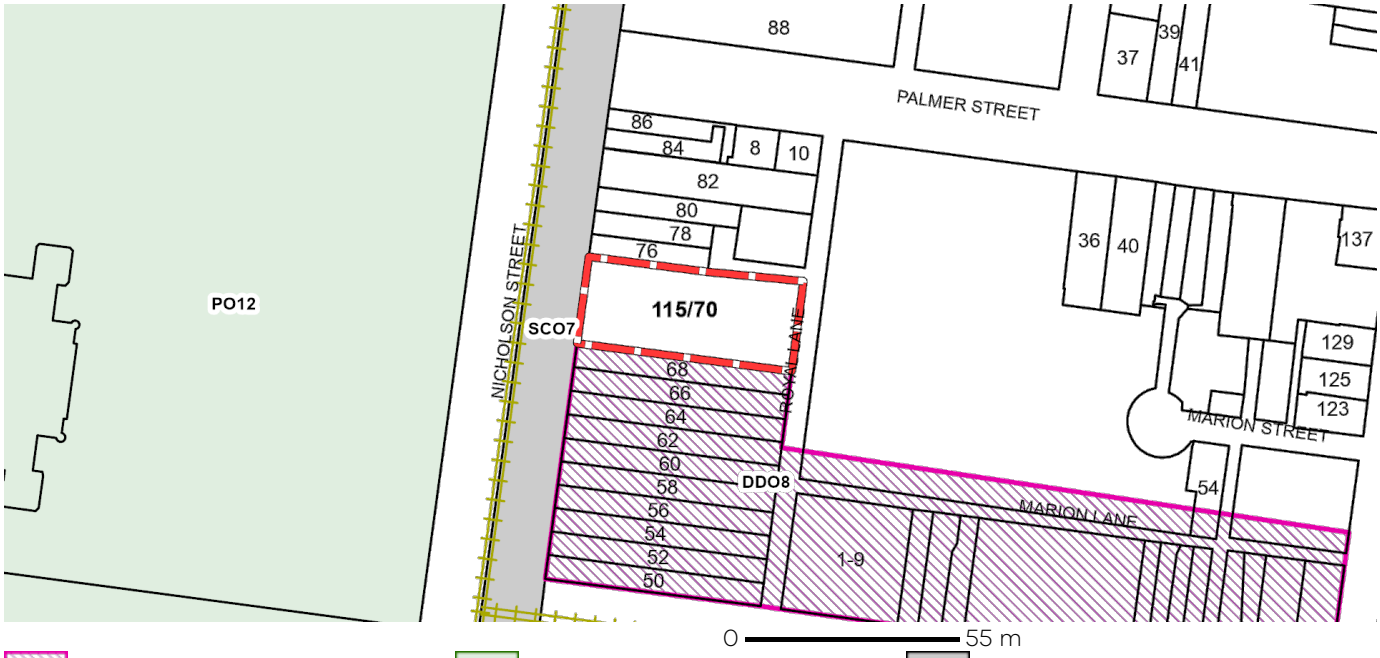
PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO) (YARRA)
PARKING OVERLAY (PO) (MELBOURNE)
SPECIFIC CONTROLS OVERLAY (SCO) (YARRA)



DDO - Design and Development Overlay
PO - Parking Overlay
SCO - Specific Controls Overlay
Tram line

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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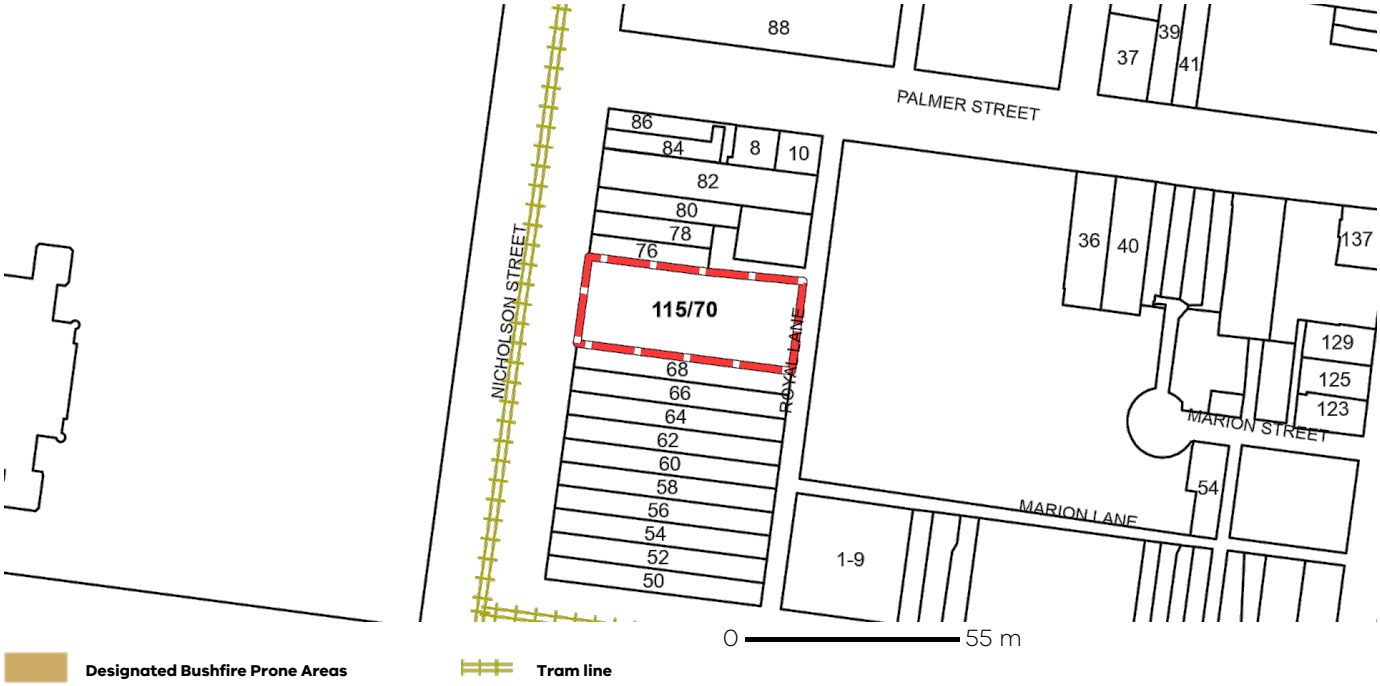
PLANNING PROPERTY REPORT

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

Energy, Environment and Climate Action

From www.land.vic.gov.au at 15 February 2024 11:27 AM

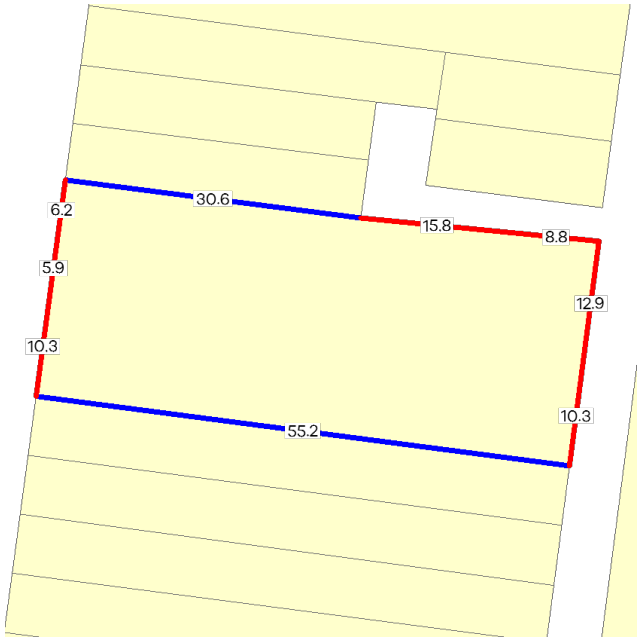
PROPERTY DETAILS

Address:	**115/70 NICHOLSON STREET FITZROY 3065**
Lot and Plan Number:	**Lot 115 PS726036**
Standard Parcel Identifier (SPI):	**115\PS726036**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**453390**
Directory Reference:	**Melway 2B K10**

Note: There are 49 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: 1247 sq. m
Perimeter: 156 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

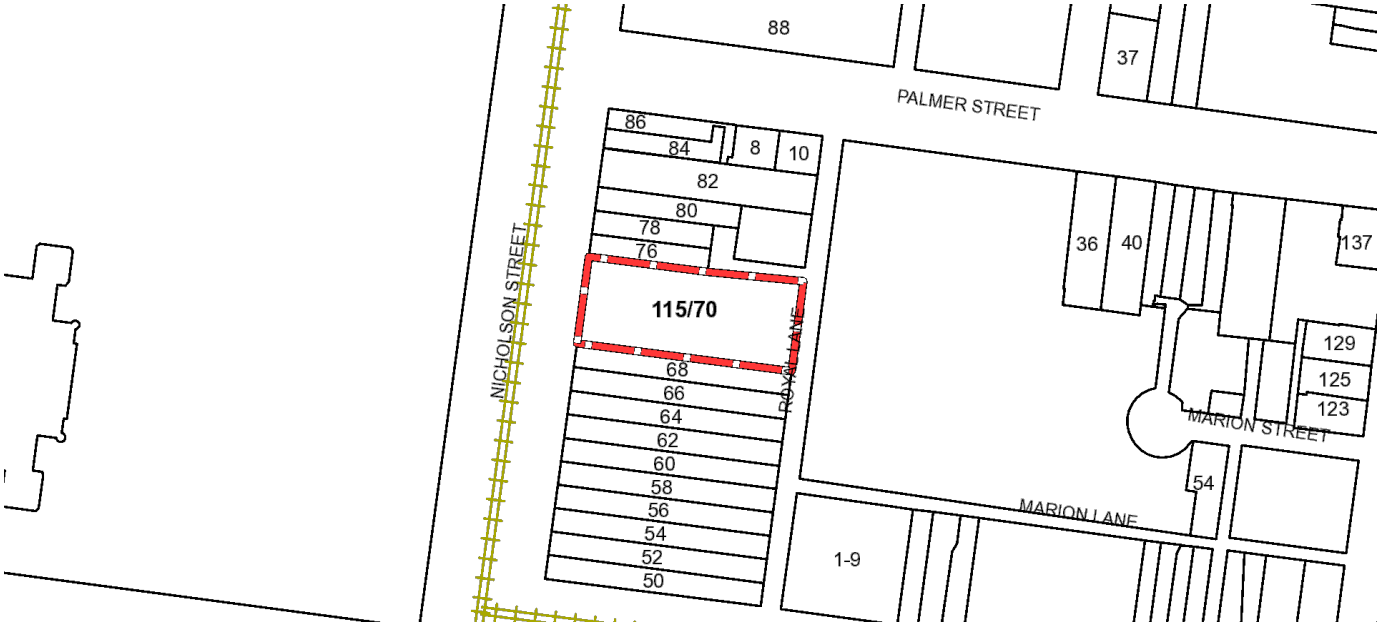
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Tram line

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Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

T 03 9205 5555

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

Rates Instalment Notice

For the period 1 July 2023 to 30 June 2024

026 0009664

A R Lett
9/70 Nicholson St
FITZROY VIC 3065

Property Number	453390
Issue Date	01/02/2024
Due Date	28/02/2024
Amount Due	$5,632.54

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

Property Location

115/70 Nicholson St Fitzroy VIC 3065

Lot 115 PS 726036F Vol 11521 Fol 445

Property Valuation

Site Value $52,500

Capital Improved Value $235,000

Net Annual Value $11,750

Rates and Charges

Overdue Amount	$5,497.54
Third Instalment	$135.00

S0096640Q01 0009664 #88944

Any payments or changes made after 24 January 2024 may not be reflected on your notice. **Total** **$5,632.54**

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

Preferred Payment Options

Council Approved Direct Debit

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

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

BPAY
Biller Code: 171074
Ref No: **453390 7**
BPAY View Registration No: **453390 7**

ONLINE*
Yarra ePay
yarracity.vic.gov.au

FIRST INSTALMENT DUE 30 SEPTEMBER 2023	
SECOND INSTALMENT DUE 30 NOVEMBER 2023	
THIRD INSTALMENT DUE 28 FEBRUARY 2024	$5,632.54
FOURTH INSTALMENT DUE 31 MAY 2024	$135.00

Rates Instalment Notice for the period 1 July 2023 to 30 June 2024

Property No. 453390

Property Address 115/70 Nicholson St Fitzroy VIC 3065

Owner A R Lett

Rates and Charges Amount

Internal use only - Property Number

Internal use only - Instalment Amount

Important information about payment of rates and charges

Valuations
The Valuer-General is now responsible for returning all rating valuations in Victoria. Valuations are now completed annually. The property described on the front of this notice has been valued as at 1 January 2023. The operative date for rating purposes is 1 July 2023.

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

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

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

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

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

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

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

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

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

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

State government rates cap
We have complied with the Victorian Government's rates cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:
(i) the valuation of your property relative to the valuation of other properties in the municipal district

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

Date rates declared, 19/06/2023

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

Rate payment options

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

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

10 Monthly Direct Debit Payment Dates
15 September 2023, 15 October 2023, 15 November 2023, 15 December 2023, 15 January 2024, 15 February 2024, 15 March 2024, 15 April 2024, 15 May 2024 and 15 June 2024.

Four instalment Direct Debit Payment Dates
30 September 2023, 30 November 2023, 29 February 2024, 31 May 2024.

Option B Payment by four instalments

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

1st Instalment – 30 September 2023, **2nd Instalment** – 30 November 2023, **3rd Instalment** – 29 February 2024, **4th Instalment** – 31 May 2024.

Set and forget with Direct Debit.



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

Cheque and Money Order payment

Please make cheque or money order payable to City of Yarra

Postal Adddress

City of Yarra
PO BOX 168
Richmond VIC 3121.

Receipts will not be issued for mailed payments.

BPAY

Telephone & Internet Banking – BPAY®

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

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

IN PERSON*

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

TELEPHONE*

Yarra ePay
1300 792 772

Scan & Pay

4533 907

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

*3006 4533907

centrelink

CENTREPAY
Arrange regular deductions from your Centrelink payment.
Call Centrelink or visit **centrelink.gov.au**

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

BL

Greater Western Water

My account number is

1252 8920 1138

Invoice No.	T650545399
Service Address	Un 115/70 Nicholson Street Fitzroy Lot 115 Plan 726036
Issue Date	7 Dec 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

MR A R LETT
C/O XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH VIC 3166



Account summary

PREVIOUS BILL	$233.39
RECEIVED	$233.39
BALANCE	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$148.53

07/12/23-08:03:42-CCSEML_231206210437A.PRO
F-D-001504-0001/0002-1-000000-R-A001510647

Set your account to direct debit

Changing to direct debit gives you peace of mind that you won't miss a payment date.
Set up direct debit today at **gww.com.au.**



BL

Details of charges - Residential

Previous Bill

Previous Bill	$233.39

Payments Received

13/09/2023	-$233.39

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/10/2023 to 31/12/2023)	$51.60
Sewerage Network Charge	(01/10/2023 to 31/12/2023)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Charge $
Waterways & Drainage Charge	(01/10/2023 to 31/12/2023)	$29.54

TOTAL OTHER AUTHORITIES' CHARGES $29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT $148.53

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 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**

CCSEML_231206210437A.PRO>BIL_vSEP23.10>07/12/23>08:03:42>-------

Service Address: Un 115/70 Nicholson Street Fitzroy

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 8920 1138

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
$148.53
PLEASE PAY BY
28 DEC 2023

BPAY Biller Code: 8789
Ref: 1252 8920 1138

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**

POST billpay Billpay Code: 0362
Ref: 1252 8920 1138

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

*362 125289201138

+00125289201138> +009201+ <0650545399> <0000014853> +444+

Collaborating with our community

I am pleased to share we've launched our first Reconciliation Action Plan (RAP) as Greater Western Water. Our Innovate RAP sets a strong foundation for our ongoing work with First Nations peoples as we continue to work towards our vision for reconciliation.

Our commitment to collaboration and shared learning extends to our entire community. We're working across our service area, on a range of projects to help our region thrive.

We've kicked off a three-year sponsorship of the Western Bulldogs Community Foundation and we're working with local schools to create a greener west. Recently, we heard from our customers about what is important to you and included these priorities in our price submission.

Collaborating with each other will help us achieve our shared vision for thriving people and Country.

Maree



Maree Lang
Managing Director
Greater Western Water

Supporting the next generation of First Nations leaders

We've kicked off a sponsorship to fund and support the Western Bulldogs Community Foundation's Nallei Jerring Koori leadership program. We'll provide $75,000 over three years as a support partner of the program.

The Nallei Jerring program aims to educate, engage and empower young Aboriginal and Torres Strait Islander participants living in the west of Victoria, through a series of events, workshops and presentations.

This is the first strategic community sponsorship selected through our Thriving Communities grants and sponsorship program. Learn more at **gww.com.au/grants-sponsorships**



WBCF Board Member Aisha Nicolay, GWW Managing Director Maree Lang and WBCF General Manager Kashif Bouns

Celebrating the launch of our Reconciliation Action Plan

We recently launched our first Greater Western Water Reconciliation Action Plan (RAP), with an event at Wunggurrwil Dhurrung Centre on Wadawurrung Country. Many of the people who helped bring the RAP to life were there, including representatives from our First Nations partner organisations.

In developing our RAP, we worked to understand where we are as an organisation now and what is achievable in the future. We reflected on our past and heard constructive feedback from the First Nations community. Our RAP emphasises that everyone at Greater Western Water has a role to play in promoting reconciliation. Read our RAP at **gww.com.au/rap**



GWW Chair David Middleton and Managing Director Maree Lang at the RAP launch

Improving your billing experience

We're simplifying your billing experience. From October 2023 we'll send your bills quarterly. If you're already receiving a quarterly bill, there will be no change for you.

We're also redesigning your bill so it's easier to understand and building a new online account to give you a better experience.

Learn more about these changes at **gww.com.au/billexperience**



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

GWW customer outcomes performance report published

Our annual customer outcomes performance report is now available.

Water corporations are accountable to their customers for delivering the outcomes set out in their price submissions. This report shows how we are performing against the commitments in our previous price submissions for Western Water and City West Water.

The report covers areas customers told us were important like service reliability, customer service, billing and environmental management.

We report against customer outcomes twice a year. This report covers 1 July 2022 to 30 June 2023.

Our next price submission will inform future customer outcomes performance reports.

You can read the report at **gww.com.au/ourperformance**



GWW price submission lodged

We've lodged our first Greater Western Water (GWW) price submission to the Essential Services Commission (ESC). Before we integrated to become GWW, City West Water and Western Water made separate submissions.

Our price submission covers the prices you will be charged, the level of service you can expect and the investments we will make from 1 July 2024 to 30 June 2028.

Before we put forward our price submission, we asked our customers about what is important to them. Based on this input, our price submission promises that:

- your water is safe, consistent and resilient
- when things go wrong, we fix them
- we support our diverse communities
- we enable growth and help businesses thrive
- we heal and care for Country

The ESC will now assess our price submission. Learn more at **gww.com.au/pricesubmission**



Helping you spot scams

Scams are becoming more common and we're here to help you spot them.

Be careful if you receive any unexpected emails, texts or calls claiming to be from Greater Western Water.

If you're unsure, the safest way to check that it's us is by calling 13 44 99.

We're here from Monday to Friday, 8.30am to 5pm.



Draining the tanks for an upgrade at the aquarium

Our Business Customer Services team helped the SEA LIFE Melbourne Aquarium empty 2.2 million litres of seawater from their Oceanarium into our sewer network. The empty Oceanarium is now undergoing some exciting upgrades.

The Oceanarium took seven days to empty, after careful planning with the aquarium and Melbourne Water. The water was treated at the Western Treatment Plant in Werribee and released into Port Philip Bay.

Some Oceanarium residents, like larger sharks and rays, won't be visible during the upgrade. But there are still thousands of marine and freshwater creatures to see at the aquarium.

Get the latest on the upgrade at **visitsealife.com**



Growing a greener west

We're giving almost 1,000 trees to schools in our service area as part of our Trees for Schools program, in partnership with Greening the West. Trees provide shade, canopy cover and animal habitats. Together we're creating more green spaces for everyone to enjoy. Learn more about the program at **gww.com.au/trees-schools**



Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

CONSOLIDATED RULES FOR AN OWNERS CORPORATION

FONTAINE APARTMENTS
70 – 74 NICHOLSON STREET FTIZROY 3065
OWNERS CORPORATION PS726036F

DEFINITIONS:

In these Rules, the following words have the following meanings:

Act means the Owners Corporation Act 2006 (as amended).

Regulations means the subdivision (Owners Corporation) Regulations 2001 as amended from time to time.

Building means the building constructed on the land at 70-74 Nicholson St Fitzroy 3065

Common Property means the Common Property on the Plan of Subdivision.

Lots mean the Lots on the Plan of Subdivision.

Manager means the person appointed by the Owners Corporation in accordance with the Act. If no person is for the time being appointed, the secretary of the owners corporation.

Members mean the Members of the Owners Corporation.

Security Key / Access Device means a key, swipe or any other device to secure the Building or any part thereof, or to gain entry thereto.

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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

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

(2) An owner or occupier must ensure that rubbish is not disposed of in any area or receptacle other than an area or receptacle designated for such a purpose.

(3) An owner or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation:

- recyclable items, without limitation, paper, cardboard and plastics as from time to time nominated by the owners corporation must be disposed of in the area designated for those items by the owners corporation; and
- all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
- glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation; and
- all other garbage must be drained and securely wrapped in small parcels and deposited in the area and bins designated for such items by the owners corporation.

(4) An owner or occupier of a lot must not burn any rubbish or waste in or upon the Lot or the Common Property.

(5) The Owners Corporation may levy the cost of removing garbage inappropriately disposed of to the owner or occupier of the lot responsible for such inappropriate disposal of garbage.

2 MANAGEMENT AND ADMINISTRATION

2.1 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.

2.2 An owner or occupier of a lot must give the Owners Corporation 48 hours notice of any access required to the Main Distribution Frame, Electrical Services cupboard or any other service in the property that requires key access. The owners corporation may deny access if appropriate notice is not provided.

2.3 An owner or occupier of a lot must accompany any contractor carrying out any works, which require access to the common property. The Owners Corporation may deny access to any such contractor if unaccompanied by an owner or occupier.

2.4 Each Member must advise the Owners Corporation of the private address, telephone number and email address of the Member if the Member is a company, the registered office of the company. Each Member must promptly inform the Owners Corporation of any changes in the contact details provided.

2.5 A Member who does not occupy its Lot must:
(a) Provide the Owners Corporation the name of the tenant occupying it prior to the commencement of the tenancy;
(b) Provide the Owners Corporation the details of any appointed managing agent;
(c) Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and
(d) Provide the tenants a copy of these rules.

3 USE OF COMMON PROPERTY AND LOTS

3.1 Use of Common Property and Lots

A Member must do all things reasonable to ensure that the occupier of a Members lot does not:-

(1) Obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) Without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

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

(3) Damage, deface or obstruct any entrance, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available for.

(4) Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation.

(5) Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available.

(6) Use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the Common Property.

(7) Permit a Lot to be used other than for private residential or accommodation purposes.

(8) Provide access by any unauthorised person to the Common Property.

(9) Dispose of any cigarette butts or ash on to the Common Property.

(10) Use or permit to be used his or her lot in a manner that would contravene any planning, building or any other regulatory requirements or restrictions.

(11) Use that lot or any part of the common property for any trade or business nor permit others to do so unless: -

(a) the trade or business can be carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
(c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

3.2 Interference

(1) An owner or occupier of a lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

(2) An owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

(3) An owner or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the written consent of the Owners Corporation.

(4) An owner or occupier of a lot must not install any equipment or appliance that will increase the consumption of gas without the approval of the Owners Corporation.

3.3 Bicycles and Use of Common Bicycle Room

(1) The bicycle room is for the exclusive use of occupants and is not to be use by visitors or other persons not occupying the property.

(2) Each lot is entitled to one bicycle rack unless otherwise approved by the Owners Corporation in writing.

(3) The Owners Corporation reserves the right to remove any bicycle that it determines has been dumped or does not belong to an occupant.

(4) All occupants must use the rear entrance to the property to bring bikes in and out of the building so as to minimise damage and wear and tear to the building.

(5) An owner or occupier of a lot must not leave or permit a bicycle: -

(a) To be left on common property and/or lots allocated to other occupants; 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 the bicycle area situated on common property and specified for that purpose by the Owners Corporation;

(d) The Owners Corporation reserves the right to remove offending bicycles. The costs associated in the removal of any bicycle will be charged to the owner of the lot.

(6) An owner or occupier of a lot must not permit dirt or stains from any bicycle, onto common property or in the allocated bicycle room and must reimburse the Owners Corporation for the cost of cleaning or removing any dirt or stains on the common property or in the bicycle room.

(7) An owner or occupier of a lot must not:

(a) permit any bicycle to be brought into a lot or the foyer (other than as allowed in 3.3.4), stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its Manager from time to time; and
(b) if an owner or occupier of a lot fails to comply with 3.3.7 (a) above, the Owners Corporation will remove the relevant item and the owner or occupier of a lot will be charged for all expenses incurred by the owners corporation.

(8) An owners or occupier of a lot must not store items in the bicycle room. Owners will be requested to remove items not appropriately stored within 7 days of receiving notice thereof.

(9) The Owners Corporation will not accept any liability for any items, including bicycles, damaged or stolen in bicycle rooms.

3.4 Damage to common property.

(1) An owner or occupier of a lot shall not mark, paint or otherwise deface any part of the common property. Should an owner or occupier of a lot mark, paint or deface any part of the common property, the owner will be responsible for restoring the common property at its own cost to its original condition. Should the owner fail to restore the common property to its original condition within fourteen days of being requested to do so, the Owners Corporation shall carry out the necessary works or repairs, and the cost of such works or repairs will be passed onto the owner of the lot.

(2) An owner or occupier of a lot who breaches any fire regulations will be responsible for all loss and damages that are incurred (including but not limited to the replacement value of the whole building should the building be damaged).

(3) An owner or occupier of a lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property of the Owners Corporation (which includes all services and equipment).

3.5 Animals

(1) An owner or occupier of a lot may keep an animal on his or her lot, providing that the animal is not a danger, is causing a nuisance to the common property or other lot owners or occupiers and is not creating a safety or health risk to the common property or other lot owners or occupiers.

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

(3) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub rule (2) must remove that animal.

(4) Sub rules (2) and (3) do not apply to an animal that assists a person with an impairment or disability.

(5) Owners or occupiers of a lot must ensure that animals are not permitted to roam freely in the common property and must ensure that animals are on a lead when entering and exiting the common property.

(6) An owner or occupier of a lot shall be responsible for the cost of any repairs and/or cleaning required to the common property as a result of an animal accessing the common property.

4 LOTS

(1) 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 carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

(2) An owner or occupier of a lot must not make any alterations or additions to the exterior of the unit and/or accessory unit, without consent of the Owners Corporation. This includes but is not limited to: painting or decorating, installing an air-conditioning unit, erection of any television or radio antenna or a canvas blind or other awning on the outside of any window.

(3) A special resolution is required to approve any alterations or additions referred to in 4(2).

(4) An owner or occupier of a lot must not carry out or permit to be carried out any Building work requiring a Building approval under the Building Act 1993 (or any equivalent enactment) unless:

(a) At least 21 days' written notice of intention to carry out the work, accompanied by proper Plans specifications of the work, have been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;

(b) The Owners Corporation gives its prior written approval of the work.

(c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;

(d) The work is carried out by the contractor approved in writing by the Owners Corporation;

(e) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;

(f) The work complies with all laws; and

(g) The work does not detract or interfere in any way with the external appearance of the Building nor interfere with the business of any occupiers of the Building or rights granted to those occupiers.

(5) An owner or occupier of a lot must not make any structural alterations or additions to the interior of the unit or any part thereof, which may diminish the support and shelter of any unit on the subdivision without the written consent of the Owners Corporation. The Owners Corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent, to approve such alterations.

(6) An owner or occupier of a lot must not operate or permit to be operated on the lot or within the lot any device or electronic equipment, which interferes with any domestic appliance lawfully in use on the common property, another lot or any other part of the building.

(7) An owner or occupier of a lot must not install or operate any intruder alarm, which emits an audible signal.

(8) An owner or occupier of a lot must not allow any glazed portions of the lot of the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristic of the glazing will change.

(9) An owner or occupier of a lot must not hang any garment or article of clothing, sheet, blanket, towel or other article from the outside of the unit and/or accessory unit, balcony, landing, or stairway forming part of a unit or on the common property except in places expressly provided for the purpose.

(10) An owner or occupier of a lot must at all times keep the exterior appearance of the balcony area clean and tidy and clutter free. Any outdoor furniture and appliances must be consistent and in keeping with the exterior appearance of the building.

(11) An owner or occupier of a lot must not place any covering including but not limited to fake grass over the balcony surface that may compromise in any way the drainage of water from the balcony surface.

(12) An owner or occupier of a lot must not keep a plant on a balcony unless the planter is in a container, which will retain all water that drains from the planter.

(13) An owner or occupier of a lot must not display any placard (including "For Sale" and "To Let" signs), advertisement or sign in or upon the member's unit and/or accessory unit or on or upon the common property unless the owners corporation first grants consent in writing thereto and then only in accordance with the terms and conditions specified in such consent. Signs shall not be larger than 1.8m x 1.2m and must not be displayed for any period longer than six weeks. Members agree that the Manager of the Owners Corporation has the right to remove any such signs erected for any period longer than six weeks and such removal costs shall become the responsibility of the lot owner who is advertising the lot.

(14) An owner or occupier of a lot must maintain the exterior of a lot in a clean and tidy condition at all times and in a reasonable condition so as not to disrupt other owners or occupiers of a lot.

(15) At their expense the owner or occupier of a lot must keep the windows and internal of any glass balcony rail in the lot clean.

(16) An owner or occupier of a lot must not install or permit the installation of any screening on the balcony rail or glass.

(17) An owner or occupier of a lot must not install or permit the installation of any window coverings, curtains, blinds or other window furnishings on the interior or exterior of any windows in any Lot other than in the style permitted by the Owners Corporation from time to time.

(18) An owner or occupier of a lot must not, without prior written approval of the Owners Corporation maintain inside the lot anything visible from the outside of the lot that when viewed from outside the lot is not in keeping with the rest of the building.

(19) An owner or occupier of a lot must clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or to arrange for all such required clearance by other persons should the member or members be absent.

(20) An owner or occupier of a lot must not adhere an 'NO JUNK MAIL' signs or words to that effect unless it is in a form approved by the Owners Corporation.

(21) An owner or occupier of a lot must not have any newspapers delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed by the Manager, in a designated area.

(22) An owner or occupier of a lot must not install any fixtures, appliances or other fittings that will result in the increased consumption of gas without the approval of the Owners Corporation.

5 BEHAVIOUR OF PERSONS

5.1 Behaviour of owners, occupiers and invitees on common property

(1) 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.

(2) An owner or occupier of a lot must not permit persons under their control to consume alcohol or take glassware onto the common property.

(3) An owner or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials and objects over balconies or in common property.

(4) An owner or occupier of a lot must not permit any persons under their control to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

(5) An owner or occupier of a lot must not smoke or allow others directly under their control to smoke in the apartments, stairwells, lifts, lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the owners corporation or its Manager may designate from time to time.

5.2 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) An owner or occupier of a lot must not do in the member's unit and/or accessory unit, any act or thing that may be or become an annoyance or nuisance to the Owners Corporation or to any occupier of any other unit.

(3) An owner or occupier of a lot must not create any noise or disruption to other owners or occupiers before the hours of 9am and after the hours of 10pm.

(4) An owner or occupier of a lot must not use hammer, drills or jack hammers or any other machinery likely to interfere with the peaceful enjoyment of any other owner/occupant in a lot on weekdays, weekends or public holiday between the hours of 4:00pm to 9:00am.

(5) Sub rule (1), (2), (3) & (4) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. ACCESS TO LOTS & COMMON PROPERTY

(1) Except in the case of an emergency (in which case no notice shall be required) one (1) days notice in writing by the owners corporation or its Manager shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in the cases where such leakage or defect is due to any act or default of the said lot owner or occupiers of the lot or his or her invitees.

(2) A member must ensure that an occupier of a lot will at reasonable times and on reasonable and prior written notice, allow the Owners Corporation and their employees, contractors and agents access through its Lot to enable any building maintenance on the outside of the Building.

(3) A Lot owner or occupant must not interfere in anyway with the cleaning apparatus or equipment and materials used for the purpose of the maintenance.

(4) The Owners Corporation, in exercising this power shall ensure that its contractors cause as little inconvenience as possible to the lot owner or occupier.

7 DISPUTE RESOLUTION & COMPLIANCE

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

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

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

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

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

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

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

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

(9) Any breach of a rule or regulation will entitle the owners corporation to impose such a fine or penalty, as they deem appropriate from time to time as is advised to owners and occupiers and is in accordance with the Regulations.

(10) An owner of a lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that owner or an occupier of a lot, licensees or invitees.

(11) The Owners Corporation may seek to recover the cost of issuing any notices as required by the Act and the Regulations in relation to a breach of these rules, where such notice represents the second or more notice issued in respect of the breach.

(12) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

(13) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps including any action available under the lease or licence agreement, to ensure that any lessee or license of the lot and any invitees of that lessee or licensee comply with these rules.

(14) An owner or occupier of a lot must at the owners or occupiers own expense promptly comply with all the laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

(15) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.

(16) Any costs incurred by the owners corporation as a result of following up or attempting to rectify a breach of these rules or any Act or Regulations that relate to the owners corporation will be recoverable from the relevant lot owner.

(17) An owner or occupier of a lot must abide by any action taken by the Owners Corporation in accordance with these rules and must meet all costs incurred by the owners corporation in relation to these Rules.

8 SECURITY AND SECURITY KEYS/ DEVICES

(1) An owner or occupier of a lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the Building.

(2) The Owners Corporation may charge a reasonable fee for any additional security key/access device required by a lot owner or occupier of a lot.

(3) The Owners Corporation may cancel or deactivate any security key or access device for which the owner or occupier of a lot has not paid for in full or for which the Owners Corporation deems is being misused such that the security of the Building and/or lots is compromised.

(4) An owner or occupier of a lot must exercise a high degree of caution and responsibility in making a security key or access device available for use by any occupier of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a lot to the occupier to ensure that return of the security key or access device to the owner or owners corporation.

(5) An owner or occupier of a lot in possession of a security key or device must not without written consent from the owners corporation duplicate the security key or access device or permit it to be duplicated and must take all reasonable precautions to ensure that the security key or access device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the lot owner or the owners corporation.

(6) An owner or occupier of a lot must promptly notify the Owners Corporation if a security key or access device issued to him is lost or destroyed.

9. MOVING IN OR VACATING

(1) An owner or occupier of a lot shall when moving into or out of a lot observe the following procedures:

(a) Notify the Manager at least 72 hours prior to the intended date of moving in or moving out. The time for moving must be between 9:00am and 5:00pm; and not on Sunday or Public Holidays.

(b) Arrange with the Manager, "Contractor" or other "Inspector" for the lift, lobby and other relevant areas of common property to be inspected as to their condition both before and after the moving is undertaken to ascertain if any damage is caused while moving in or out.

(c) Undertake the repair or pay the costs of any repairs required to make good any damage caused by moving in or out of a lot.

(d) Ensure suitable protective materials are used so that doors, doorways, floor surfaces and the interior of the lifts are not damaged, marked or scratched.

(e) Arrange with the Manager for protective blankets to be put up in the lifts.

(f) Follow any procedures as communicated by the Owners Corporation from time to time.

(2) Owners or occupiers moving furniture in or out at any time must not:

(a) Permit any carriers or trades people to commence operations prior to authorisation being given by the Manager.

(b) Permit any furniture or items to access or exit the building other than the entrance or exit or than the rear door to the property.

(c) Permit any vehicles to restrict access to the car park or neighbouring businesses or residences car park.

(d) Conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

(e) Place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift.

(f) Permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door.

(g) Damage the common property.

(3) The resident moving in our out of the building will be liable to the Owners Corporation for any damage caused to any part of the property in doing so. If any amount to be paid by resident within 14 days of the date of moving date (and that resident is not the owner of the lot), then the owners corporation may recover the amount owed from the owner of the lot.

(4) The owner of the lot will be liable for any damage caused to the common property from the movement of such articles.

10 EMERGENCIES & RESTRICTED USE OF COMMON PROPERTY

(1) The owners corporation may participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice and evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation when informed of an actual or suspected emergency.

(2) The Owners Corporation may close, lock or otherwise control the Common Property from use from time to time and may take all actions as they deem necessary or appropriate to prevent undesirable persons from entering the Common Property.

11 FIRE

(1) An owner or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.

(2) An owner or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(3) An owner or occupier of a lot must ensure that all fire doors, exhaust systems and smoke detectors installed in the lot are properly maintained and tested in accordance with relevant building regulations and laws.

(4) An owner or occupier of a lot may be charged the cost of a false alarm call out fee, where it is found that the fire alarm was triggered by an act whether negligent or otherwise by the relevant owner or occupier of the lot.

MIA Property
PO Box 290
North Carlton VIC 3054

p: 03 9343 6888
e: admin@miaproperty.com.au
w: miaproperty.com.au

MINUTES OF ANNUAL GENERAL MEETING

Plan of Subdivision No. 726036F

70-74 Nicholson Street Fitzroy 3065

DATE & TIME Thursday 26 October 2023 at 1:00 PM
LOCATION 70 Nicholson Street, Fitzroy VIC, Australia
Via Zoom

ATTENDANCE

Present

Paul Merrigan	Lot 1
Antonio Ciabarra	Lot 2
Keith Gilles	Lot 101
Lorraine Watt	Lot 102
Evenlea Investments Pty Ltd	Lot 103
Kyra Pybus	Lot 104
Natalia Chernishova	Lot 203

In Attendance

Maria Arturi	OC Manager
Robert Papp	OC Manager

Apologies

Susan Barlow-Clifton	Lot 14

Proxies

Richard Lett	Representing Lot 14 Susan Joy Barlow-Clifton

QUORUM

The Chairperson advised that a quorum was not present. Under the Owners Corporations Act 2006, a quorum is formed if at least 50% of the total lot entitlements are available.

1. ELECT CHAIRPERSON FOR THE ANNUAL GENERAL MEETING (MIA PROPERTY MANAGER DEFAULT) **Ordinary Resolution**

RESOLVED that the Owners Corporation appoint Mia Property Manager to chair the Annual General Meeting.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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2. ADOPT MINUTES OF THE PRIOR MEETING **Ordinary Resolution**

RESOLVED that the minutes of the prior Annual General Meeting dated **20 October 2022** are adopted as a true and correct record of the meeting.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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3. RECEIVE AND ADOPT COMMITTEE REPORT **Ordinary Resolution**

RESOLVED that the Committee Report is not tabled as all matters were included in the agenda and discussed at the meeting.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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4. RECEIVE AND ADOPT THE MANAGERS REPORT **Ordinary Resolution**

RESOLVED that the Managers Report as tabled is adopted.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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5. ELECT CHAIRPERSON OF OWNERS CORPORATION **Ordinary Resolution**

RESOLVED that Kyra Pybus is appointed as Chairperson of the Owners Corporation and co-chairing with Natalia Chernishova.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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6. ELECT COMMITTEE OF MANAGEMENT

RESOLVED that the following nominees were elected to the committee:

Member Name	Lot Number
Natalia Chernishova	Lot 203
Evenlea Investments Joe Dinami	Lot 103
Paul Merrigan	Lot 1
Kyra Pybus	Lot 104
Lorraine Watt	Lot 102

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7. ELECT GRIEVANCE COMMITTEE **Ordinary Resolution**

RESOLVED that the Grievance Committee is comprised of the members of the Committee of Management, unless otherwise determined by the Committee.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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8. APPOINTMENT OF OWNERS CORPORATION MANAGER **Ordinary Resolution**

RESOLVED that Mia Property Manager is appointed as the Owners Corporation for a term of 3 years to carry out the duties and the obligations specified in the attached Terms & Conditions and act on behalf of the Owners Corporation in accordance with the Owners Corporation Act 2006, Owners Corporations Regulations and Owners Corporation Rules.

The current contract expires on 14th October 2023.

It was further **RESOLVED** that a Committee Meeting will be held to re-appoint Mia Property as the Owners Corporation Managers. Mia Property will continue on a month-by-month basis until re-appointment. Mia Property will provide SCA benchmarking of OC Management Fees by lot.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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9. DELEGATION OF DUTIES **Ordinary Resolution**

RESOLVED that the Owners Corporation delegate via resolution any power or function of the owners corporation to the committee and manager of the owners corporation, except for:

(a) a power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting;

(b) the power of delegation under that subsection.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

10. ADOPTION OF THE ACTUAL RESULTS - OC1 — Ordinary Resolution

RESOLVED that the Financial Statements as presented for the year ending 31 August 2023 be adopted.

It was further **RESOLVED** to raise a special levy to eliminate the Balance Sheet deficit and in accordance with lot liability of $5,468.97.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

11. ADOPTION OF THE BUDGET - OC1 — Ordinary Resolution

RESOLVED that the budget for the ensuring year 31 August 2024 as presented be adopted.

It was further **RESOLVED** that the Annual Fees are set in accordance with Section 23(1) of the Owners Corporation Act 2006, as follows and in accordance with the fee schedule presented:-

Administration Fund: $93,000 (Prior Year: $78,000)
Maintenance Fund: $4,800 (Prior Year: $4,800)

It was further **RESOLVED** to raise an adjustment for Owners Corporation 1 to the periodic charges to enable the collection of the full amount of the agreed Budget within the financial year. This adjustment will be raised and due and payable within 28 days.

It was further **RESOLVED** that should there be a shortfall in the funds of the owners corporation to meet its statutory or contractual commitments, including maintaining a current insurance policy, then the Owners Corporation Manager may raise a Special Levy to meet the shortfall in funds to comply with the statutory and/or contractual obligations.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

12. INTEREST ON OVERDUE AMOUNTS, DEBT & COST RECOVERY FROM LOT OWNER — Ordinary Resolution

RESOLVED that

Interest on Overdue Amounts
Pursuant to Section 29 of the Owners Corporation Act (2006) that interest be charged on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment. The rate of interest charged must not exceed the maximum rate of interest under the Penalty Interest Rates Act 1983.

Debt Recovery
That the Manager take all reasonable steps for the recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including

application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a debt collection agency and/or legal firm to act on its behalf in relation to any debt recovery action taken.

Cost Recovery
All costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner not limited to interest. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

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13. INSURANCE POLICY — Ordinary Resolution

RESOLVED that the current Insurance be tabled and confirmed as follows:-

Insurer: Whitbread Insurance Brokers
Builidng Sum Insured: $14,470,000.00
Public Liability: $20 Million
Renewal Date: 5 August 2024

It was further **RESOLVED** the Financial Services Guide that sets out the services that Mia Property Manager is authorised to offer the Owners Corporation was tabled and included as part of the meeting papers.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

---

14. ESSENTIAL SERVICE MEASURES — Ordinary Resolution

RESOLVED that lot owners meet their compulsory obligations to test and maintain all fire and safety equipment, where applicable, in terms of Owners Corporation Act 2006 and to the Australian Standards nominated on the Owners Corporation permit and occupancy certificate or any other standards that may have been relevant at the build date, including paths of travel.

It was further **RESOLVED** that the Annual Essential Safety Measures Report (AESMR) is completed and signed on the anniversary on the occupancy permit.

It was further **RESOLVED** that the Manager is authorised to affect immediate repairs to meet the ongoing compliance with the Essential Safety Measures.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

15. OCCUPATIONAL HEALTH & SAFETY AUDIT — Ordinary Resolution

RESOLVED that the Owners Corporation resolve to meet their statutory obligations pursuant to the Victorian OH&S Act (2004) and to audit and/or identify hazards, and undertake the necessary measures to mitigate associated risks.

It was further **RESOLVED** that the Owners Corporation not undertake an independent Safety Report.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

16. BUILDING MATTERS & GENERAL BUSINESS — Ordinary Resolution

RESOLVED that matters of General Business are discussed.

Relocation of the Mailboxes inside. It was **RESOLVED** to raise a Special Levy of $10,000, payable within 28 days by lot liability.

It was further **RESOLVED** that the matter would further be discussed with the committee in terms of location and timing for issuing the special levy.

MOTION CARRIED

Votes: Yes **8** No **0** Abstain **0**

There being no further business the chairperson declared the meeting closed.

Meeting closed on at 2:15 PM

On behalf of the Secretary

All correspondence to:
The Secretary,
PO Box 290
North Carlton VIC 3054
Email admin@miaproperty.com.au

MIA PROPERTY
OWNERS CORPORATION SPECIALIST

MIA Property
PO Box 290
North Carlton VIC 3054

p: 03 9343 6888
e: admin@miaproperty.com.au
w: miaproperty.com.au

OWNERS CORPORATION MANAGERS REPORT

Financial Year Ending 31st August 2023

Fontaine Apartments - 70 Nicholson Street Fitzroy 3065

Owners Corporation 1 726036F

This report is submitted pursuant to s126 of the Owners Corporation Act (2006). The purpose of the report is to outline our activities as your Owners Corporation Manager.

MIA PROPERTY MANAGER

Mia Property Manager is your appointed Owners Corporation Manager. A copy of the management agreement is available upon request. The term of the management agreement is 3 years and is renewed at the 2023 Annual General Meeting (current contracts expires on 14th October 2023).

At Mia Property Manager we strive to provide prompt, professional and reliable service to ensure that your Owners Corporation (OC) is professionally managed and that the investment in your property is protected.

INSURANCE & REGISTRATION

Per the Owners Corporation Act (2006) managers are required to be registered by the Business Licensing Authority and are required to hold Professional Indemnity Insurance.

Registration: The registration number for Mia Property Manager issued by the Business Licensing Authority is 000193.

Mia Property Manager is insured with QBE Insurance (Australia) Limited, for indemnity cover of $3 million for any one claim. Renewal date: 19th December 2023.

FINANCIAL STATEMENTS & MATTERS

Actual Results – 31st August 2023

The actual results for 31st August 2023 are attached to the AGM papers.

Mia Property Manager have reviewed the actual results and the supporting transactions and are of the view that they are true and correct. The financial statements will be discussed in further details at the Annual General Meeting.

As of 31/8/2023, the levies in arrears totalled $21,851.62. An administrator has been appointed to E5 Developments Pty Ltd with 7 lots remaining unsold. Successful negotiations were held with Baccus Legal (representatives for the mortgagees) and a payment plan was agreed upon. We confirm that the payment plan has been adhered to as agreed and currently only 3 of the 7 lots have an outstanding balance.

As of 31st August 2023, the Maintenance Fund reserves were $18,678.83.

The Administration Fund balance sheet deficit was $6,345.67. A Special Levy of $5,468.97 will be raised to clear the balance sheet deficit.

Costs which exceeded the budget include the following items:

- Rubbish removal actual costs were $10,189, which was $2,189 over the budget due to hard waste disposal from the bin room.
- Carpet cleaning cost of $1,617 (budgeted for $800).
- Window and gutter cleaning of $1,485 (budgeted for $1,000).
- Insurance premium was $31,070 (budgeted for $25,000). There was also an additional insurance evaluation for $1,848. The valuation of the property increased from $12.02milion to $14.47 million, which also impacted on the insurance premiums.

Budget – 31st August 2024

The proposed budget for the year ending 31st August 2024 was prepared by Mia Property Manager and forms part of the meeting papers. Increases to the previous Administration Fund budget are as follows:

- Rubbish removal increased from $8,000 to $10,000.
- Carpet cleaning increased from, $800 to $1,600.
- Window and gutter cleaning increased from $1,000 to $1,500.
- Insurance premium increased from $25,000 to $32,000. Fortunately, the excess for water ingress remains at $2,000.
- Water and Sewage increased from $600 to $1,200.

The Maintenance Fund Budget includes the VMIA proceeds of $25,686 for the water ingress damage repairs. There is also a proposed Special Levy for the relocation of the mailboxes for $10,000.

Owners Corporation Fees – 31st August 2024

It is recommended that the annual fees are increased to:
Administration Fund: $90,000 (Previous Year $78,000)
Maintenance Fund: $4,800 (Previous Year $4,800)
Special Levy for Mailboxes $10,000.

Outstanding Fees

It is important to note that owners will not be able to vote if their fees remain outstanding. A copy of the outstanding fees report will be made available at the AGM.

INSURANCE.

Owners are advised to download the Product Disclosure Statement from the insurer's website to understand the details of the insurance coverage.

Refer coverage summary that forms part of the AGM papers for details on excess. Owners are advised to take out their own landlord/contents insurance and to seek independent advise on individual insurance requirements.

Responsibility for payment of the excess on insurance claims is as follows:

1. Common Property – Owners Corporation.
2. Private Property and within owners lot – Lot Owner
3. Common Property or Private Property due to damage caused by a private lot owner – Lot Owner

Mia Property Manager is an Authorised Representative of Whitbread Insurance Brokers and BCB Brokers.

The Financial Services Guide (FSG), which is attached to the meeting papers, provides owners corporation (OC) clients with details of their rights, entitlements and highlights the services that the Broker and Mia Property Manager and you provides. It is part of the regulatory insurance process to help ensure that the OC is fully aware and able to make informed decisions about the insurance cover.

Members are reminded that the owners corporation insurance does not cover fittings (including carpets, floating boards, light fittings and window furnishings), content and public liability for individual lot. It is strongly recommended that each owner seek advice on insurance to cover issues that may arise within his/her lot.

PROPERTY MAINTENANCE & BUILDING MATTERS

Mia Property Manager works with the committee of management, where one exists to ensure that all maintenance matters are addressed.

The primary focus of Mia Property Manager is to ensure that the Owners Corporation is administered as required by the Owners Corporation Act (2006) and the Rules of the Owners Corporation and that it complies with the provisions of the Owners Corporation Act (2006) and the Rules of the Owners Corporation as well as ensuring that the functions and duties outlined in Section 2.1 of the Management Agreement and Sec. 120-122 of the Owners Corporation Act are delivered.

The following services and initiatives were delivered by Mia Property Manager during the year:

- There were no Committee Meeting held during the past year. A site visit was organised with the Committee on 2nd March 2023. The main correspondences with the Committee were by email.

- Routine services continued for cleaning and caretaking duties, rubbish removal, bin cleaning, carpet cleaning, pressure washing and gutter cleaning. There were a series of hard waste rubbish removals and the person recharged for disposal based on CCTV footage. Residents are reminded that if they are disposing of cooking oil to contain the oil in a receptacle as it causes an issue in the bin room floor.

- There have been instances of mailboxes being tampered with and lost mail. Residents are reminded to remove their mail periodically and not use the mailboxes for transferring access devices or other valuable items. To improve security, it is proposed to relocate the mailboxes on the left of the foyer.

- To address mailbox security, it is estimated that this will cost approximately $10,000 to relocate the mailbox inside, dispose of the current mailboxes and box/render the entrance walls. The location is to be confirmed with Australia Post (the rear of the property is preferred as the front left of the foyer is at the base of the stairs and the mailbox tower would be very high for the given width available). The mailbox relocation would be funded through a Special Levy.

- Private key safes should not be installed by lot owners or letting agents. There is an approved key safe at the rear entrance for medical purposes.

- Routine repairs included lighting and sensor replacement in the foyer, bike room and hallways, TV antennae repair, and fencing repair along Little Marion St and the wall repair near the front entrance mailboxes.

- There were incidents of water leaks from showers and drains of private Units. Owners are reminded that they are also liable for the rectification repairs in the

Unit below and repairs should be conducted expeditiously to minimise the resultant damage.

- In December and January 2022, there were a series of incidents related to the front door related to forced entry and damage to the electric strike. The door frame and latch was rebuilt and the hydraulic door closer adjusted to confirm door closure. Residents are remined to be vigilant and not allow passers-by into the property.

- In November 2021, a VMIA claim was made for various roof and window defects which dated back to 2017 and were identified within the 6 year defect period. In December 2022, the VMIA approved the claim and after 3 contractors provided quotes, a settlement of $26,686 (including GST) was agreed. After the funds are received, the work scope will be issued accordingly with approval from the Committee. The VMIA approved scope included:

    - Rectification of the roof between the Heritage and InFill Buildings.
    - Re-seal and modification of the western windows of the Infill Building on the first and second floors.

- Owners have been provided with access to the online portal. We encourage owners to access this as it will provide owners will real time access to their fees and also other important information relating to your Owners Corporation.

Essential Fire Measures

Mia Property Manager takes the maintenance of all essential services within the building very seriously. Fire and essential services contractors have been appointed to ensure that all essential services are maintained and any faults addressed. Maintenance of these services is prioritised by Mia Property Manager.

The responsibility to ensure that essential fire safety measures within apartments is maintained rests with the owners. This includes ensuring that smoke detectors within apartments are maintained in proper working order.

Disputes & Complaints

There was a formal complaint during the year for noise (music) and smoking in the building.

N.B. Formal written complaints must be submitted to Mia Property Manager in the approved form. Refer to your online portal for policy on dealing with Breaches.

Health & Safety

There were no health and safety matters made during the year.

Update Your Contact Details

Please ensure that you inform us of any changes to your contact details. You can complete this information online via www.miaproperty.com.au

Please visit our new website, www.miaproperty.com.au. There is useful information for owners relating to Owners Corporation and initiatives that Mia Property Manager is involved in.

Best Regards
Maria Arturi – Director
Mia Property Manager

Victoria

OWNERS CORPORATIONS CERTIFICATE

Owners Corporations Act 2006 (Section 151)

Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation: FONTAINE APARTMENTS
70-74 Nicholson Street
Fitzroy
3065

Plan Number: 726036F

Vendor Reference: Kimberley Croft & Anthony Lett

This certificate is issued for Lot 115 on Plan Number 726036F — Lot Liability 31 — Lot Entitlement 31
the postal address of which is: 115/70-74 Nicholson Street,Fitzroy 3065

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)
The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/09/23 to 29/02/24	692.44	01/09/23	14/08/23	25/07/23
01/03/24 to 31/08/24	825.60	01/03/24	*	24/01/24

Regulation 16(b)
The Administration Fund fees are paid up until 29/02/24
Amount unpaid including billed not yet due $825.60

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Administration Fund Fees (Credit shown with -) Nil

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/09/23 to 29/02/24	42.61	01/09/23	14/08/23	25/07/23
01/03/24 to 31/08/24	42.61	01/03/24	*	24/01/24

Regulation 16(b)
The Maintenance Fund fees are paid up until 29/02/24
Amount unpaid including billed not yet due $42.61

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees (Credit shown with -) Nil

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
See Annexure 'Fees Details'				

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees (Credit shown with -) Nil

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees (Credit shown with -) Nil

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid
See Annexure-Fees Details				0.00

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 115 On Plan Number 726036F

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $868.21)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $71,615.40

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: Nil

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: Nil

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Mia Property Manager PO Box 290 North Carlton VIC 3054
Telephone: 03 9343 6888 Facsimile: Email: ocmanager@miaproperty.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters See Attached 'OTHER MATTERS'

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 115 On Plan Number 726036F



The Common Seal of The Victorian Owners Corporation FONTAINE APARTMENTS PLAN OF SUBDIVISION NO. 726036F was hereunto affixed on 14 February 2024 and witness by and in the presence of Mia Property Manager by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.

Dated: 14 February 2024

Owners Corporation Manager
Maria Arturi

INSURANCE DETAILS
FONTAINE APARTMENTS

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium

See Annexure -
Insurance Report

Item 22 - Other Matters
LODGEMENT OF SETTLEMENT PAYMENTS
Please note below BPAY details for electronic payments

Biller Code: 74625
Ref: 1422 0883 2

PLEASE ENSURE YOU PROVIDE LOT NUMBER AND OWNERS NAME

Item 22 - Other Matters
IMPORTANT QUALIFICATION FOR THE ATTENTION OF VENDORS AND PURCHASERS

The responsibility to disclose information affecting individual lots rests with the Vendors. All prospective purchasers should make their own enquiries and undertake their own due diligence in relation to a purchase.

Name of Owners Corporation	**FONTAINE APARTMENTS**
Lot No.	**115** on Plan No **726036F**

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
ADMINISTRATIVE FUND SPECIAL								
2022 Deficit Elimination	19.47	12/12/22	30/11/22	0.00	12/12/22	11/11/22		
2023 Deficit Elimination	97.10	07/12/23	15/11/23	0.00	07/12/23	08/11/23	0.00	0.00
ADMIN FUND RETRO ADJ								
01/09/22 to 31/03/23	44.39	01/03/23	01/02/23	0.00	01/03/23	11/01/23		
01/09/23 to 29/02/24	133.16	07/12/23	15/11/23	0.00	07/12/23	08/11/23	0.00	0.00

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manger, it must be a Manager registered with the Business Licensing Authority (BLA).

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

INSURANCE REPORT

14 February 2024

Plan of Subdivision No. 726036F

70-74 Nicholson Street
Fitzroy
3065

Type		Sum Insured	Premium	Date Last Paid
BUILDING		**$14,470,000**	**$31,070.40**	**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		
		$5,000 - Fire		

Type		Sum Insured	Premium	Date Last Paid
LOSS OF RENT/TEMP AC		**$2,170,500**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
COMMON AREA CONTENTS		**$144,700**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
LEGAL LIABILITY		**$30,000,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
VOLUNTARY WORKERS		**$200,000/$2,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
WORKERS COMPENSATION		**Not Insured**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

INSURANCE REPORT

14 February 2024

Plan of Subdivision No. 726036F

70-74 Nicholson Street
Fitzroy
3065

Type		Sum Insured	Premium	Date Last Paid
FIDELITY GUARANTEE		**$250,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
MACHINERY BREAKDOWN		**$100,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$1,000		

Type		Sum Insured	Premium	Date Last Paid
CATASTROPHE INS.		**$2,170,500**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
EXT COVER - RENT/ACC		**$325,575**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
ESCALATION-RENT/ACC		**$108,525**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
STORAGE & EVACUATION		**$108,525**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

INSURANCE REPORT

14 February 2024

Plan of Subdivision No. 726036F

70-74 Nicholson Street
Fitzroy
3065

Type		Sum Insured	Premium	Date Last Paid
GOVT. AUDIT COSTS		**$25,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
APPEAL EXP -H&S		**$100,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
LEGAL DEFENCE EXP.		**$50,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$1,000		

Type		Sum Insured	Premium	Date Last Paid
LOT OWNER FIX/IMPROV		**$250,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
OFFICE BEARERS		**$500,000**		**08/08/23**
Company/Broker	Telephone	Policy Number	Due Date	
Chu Underwriting Agencies P/l		**HU0006049959**	**5 August 2024**	
Whitbread Insurance Brokers	Facsimile	Excess/Comments		
		$2,000		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.8.2.CAV.OA/0223

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed. **19/04/2023**
If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of Premises **115/70-74 Nicholson Street, FITZROY, VIC, 3065,**

3. Rental provider details

Name: **Mr Anthony Lett**

Rental provider's agent's details *(if applicable)*

Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
Business Address: **19 Station St, Oakleigh, VIC 3166**
Telephone: **(03) 9017 5881**
Email: **info.oakleigh@xynergy.com.au**
ABN: **37 615 705 621**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full Name of Renter 1	**Robin Cornelis van Grootveld**
Current Address	**3/15 Marriott St, St Kilda VIC 3182, Australia**
Email of Renter 1	**robinvangrootveld@gmail.com**
Phone number of Renter 1	**0478255436**

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

Fixed Period Agreement ☑ - The period of the Agreement (The period 12 months Agreement)

Start date: **10/05/2023** (this is the date the agreement starts and you may move in)

End date: **9/05/2024**

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount ($) **$1,477.00** (payable in advance)

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid on the **9th** of each month.

Date first rent payment due **10/05/2023**

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than $900 per week). 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) 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 of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **$1,477.00**

Date bond payment due: **10/05/2023**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order

☑ BPAY ☐ other electronic form of payment, including Centrepay

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000.***
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☑ Yes – insert email address, mobile phone number or other electronic contact details

rental.oakleigh@xynergy.com.au

☐ No

9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes – insert email address, mobile phone number or other electronic contact details

robinvangrootveld@gmail.com

☐ No

Note: If there are more than four renters, include details on an extra page.

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	**Nicholas Nur Putra**
Emergency phone number	**(03) 9017 5881**
Emergency email address	**rental.oakleigh@xynergy.com.au**

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

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 rented premises 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 immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises 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.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises 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.

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

☐ No ☑ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

☐ The condition report has been provided

☑ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

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

(a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

(a) The rental provider must ensure that:

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

(i) Information on how each smoke alarm in the rented premises operates; and

(ii) Information on how to test each smoke alarm in the rented premises; and

(iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises 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 rented premises is not in working order.
Note: Regulations made under the ***Building Act 1993*** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

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

(a) The rental provider must ensure that the 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.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

(a) The renter must not put up 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.
Note: Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.
This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

(a) If the rented premises 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.

Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit www.consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises 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.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises:
  - 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 window locks.
- 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.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order; or
  - family violence safety notice; or
  - recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

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, visit www.consumer.vic.gov.au/urgentrepairs.

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.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

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.
The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than $2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

25. Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

26. Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

27. Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

28. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional Terms

29. Further details (if any)

List any additional terms to this agreement. The 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. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit unfair contract terms at the Consumer Affairs Victoria website.

29.1. 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.

29.2. The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.3. 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.

29.4. 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.*

29.5. 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.

29.6. 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.

29.7. 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.

29.8. 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.

29.9. 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.

29.10. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

29.11. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.12. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

29.13. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.14. 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.

29.15. 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 Appendix (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.

29.16. 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.

29.17. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 29.18 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 29.5.

29.18. 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 29.41.

29.19. 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*.

29.20. 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 25.

29.21. The RENTER assigns the tenancy or sub-let in contrary to clause 25, 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 11 and undamaged state as on the Entry Condition Report.

29.22. 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 29.20.

29.23. 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.

29.24. 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.

29.25. 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.

29.26. 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.

29.27. 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.

29.28. 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.

29.29. 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.

29.30. The RENTER agrees:

a) payments are to be made monthly or as stated on clause 6 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.

29.31. 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 23.

29.32. 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.

29.33. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.34. 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.

29.35. 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.

29.36. 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.

29.37. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, 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.

29.38. 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;
- c) 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
- d) leave the premises let in a clean as on clause 11 and undamaged state as on the Entry Condition Report.

29.39. 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.

29.40. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.41. 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 25) 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.

29.42. 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 clause 3.

29.43. 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.

29.44. 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.

29.45. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER



Signature of AGENT on behalf of the RENTAL PROVIDER	**Nicholas Nur Putra** *Name*	19/04/2023 *Date*

RENTER(S)



Rob v.G. (Apr 20, 2023 08:48 GMT+10)

Signature of RENTER 1	**Robin Cornelis van Grootveld** *Name*	Apr 20, 2023 *Date*

Appendix

1. Emergency Contact Details
2. Owners Corporation Rules and Moving in/out Procedures (as the case may be)

Prepared on: 19 April 2023

RRA - 115/70-74 Nicholson Street, FITZROY, VIC, 3065

Final Audit Report 2023-04-19

Created:	2023-04-19
By:	Xynergy Realty (info.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfL7z867Ug4Da2FzBeqzSHYiwqLoFKIjF

"RRA - 115/70-74 Nicholson Street, FITZROY, VIC, 3065" History

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Signer pm3.oa@xynergy.com.au entered name at signing as Nicholas Nur Putra
2023-04-19 - 02:41:14 GMT- IP address: 103.79.105.168

Document e-signed by Nicholas Nur Putra (pm3.oa@xynergy.com.au)
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2023-04-19 - 02:41:17 GMT

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2023-04-19 - 12:53:52 GMT- IP address: 66.249.84.205

Document e-signed by Rob v.G. (robinvangrootveld@gmail.com)
Signature Date: 2023-04-19 - 22:48:43 GMT - Time Source: server- IP address: 49.185.147.137

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