

DATED

2026

STEPHANIE ATTARD

to

CONTRACT OF SALE OF LAND

Property: Apartment 12, 45 York Street, Richmond VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:2852S

Contract of Sale of Land

Property:

Apartment 12, 45 York Street, Richmond VIC 3121

Fast Settle

TARNEIT VIC 3029

Tel: 0423 382 568

C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Ref: MS:2852S

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962* (Vic))

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* (Vic))

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.

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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Stephanie Attard

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name: Xynergy Realty
Address:
Email: lisa.s@xynergy.com.au
Tel: 610450 540 168 Mob: Ref:

Vendor

Name: Stephanie Attard
Address: Apartment 12, 45 York Street, Richmond VIC 3121
ABN/ACN:
Email: Steph.Attard@outlook.com

Vendor's legal practitioner or conveyancer

Name: Fast Settle
Address: Tarneit VIC 3029
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Email: info@fastsettle.com.au
Tel: 0423 382 568 Mob: Ref: 2852S

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11322 Folio 407	16	PS 635269M

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Apartment 12, 45 York Street, Richmond VIC 3121

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

Payment

Price \$
Deposit \$ by (of which has been paid)
Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st 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 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 (Vic)* 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:

(or another lender chosen by the purchaser)

Loan amount: 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.*

General Conditions

Special Condition

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.

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

- 1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
 - (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act 1980; and
 - (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor's Statement").
- 1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;
- 1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;
- 1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;
- 1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn;
- 1.6 if the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa;
- 1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and
- 1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

- 2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement 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. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at \$220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".
- 2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."
- 2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.
- 2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".
- 2.5 General Condition 35.4(a) is amended to read as follows "an amount equal 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".

3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

- 4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.
- 4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.
- 4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statues and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.
- 4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

6. PURCHASER FAILING TO COMPLETE

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

- 6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or
- 6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or
- 6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or
- 6.4 legal costs and expenses incurred by the Vendor; and/or
- 6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or
- 6.6 a fee for rescheduling settlement on the day of settlement for a sum at least \$330 for each settlement rescheduling; and/or
- 6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/ or other penalties).

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

- 7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").
- 7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- 7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.
- 7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

- 8.1 This special condition applies where the Purchaser is a "Foreign Person" within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.
- 8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor's Solicitor/Conveyancer in order for this provision to take full effect.
- 8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

9. RESTRICTION AS TO USE

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

10. NO MERGER

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

11. STATEMENT OF ADJUSTMENTS

- 11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor's approval. If such adjustments is not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor's Solicitor/Conveyancer additional legal fees of \$220 at settlement for urgent review. This is an essential term of the Contract of Sale.

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the

Purchaser irrevocably agrees to indemnify the vendor for additional conveyancing fees and expenses of \$330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

13. RESCHEDULE OF SETTLEMENT

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of \$275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

14. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

15. LEASE

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

19. GUARANTEE AND INDEMNITY

General Condition 3 is replaced with the following: "Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

**Sale of Land (Public Auctions) Regulations 2014
Schedule 1**

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 auctioneers 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 reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Sale of Land (Public Auctions) Regulations 2014
Schedule 5**

INFORMATION CONCERNING THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The Vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneers. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract

of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids –

- any person bidding for a vendor other than –
 - the auctioneer (who can make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962* or the *Sale of Land (Public Auctions) Regulations 2014*. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

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 behalf, 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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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.
- 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 7.4(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 1.14 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

- 13.2 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*.
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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 lodgement 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:

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

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 lodgement 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 lodgement 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 lodgement 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 lodgement 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 lodgement 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 outgoing.
- 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 outgoing.
- 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.
-

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	APARTMENT 12, 45 YORK STREET, RICHMOND VIC 3121
-------------	---

Vendor's name	Stephanie Attard	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)

(a) Their total does not exceed: \$6,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

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

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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 1000m²; (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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11322 FOLIO 407

Security no : 124131572913S
Produced 23/01/2026 12:03 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 635269M.

PARENT TITLES :

Volume 07739 Folio 086 Volume 08048 Folio 116 Volume 09332 Folio 603
Volume 11211 Folio 346 to Volume 11211 Folio 351
Created by instrument PS635269M 09/12/2011

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

STEPHANIE ATTARD of UNIT 12 45 YORK STREET RICHMOND VIC 3121
AS263361T 17/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW236665Q 04/11/2022

BANK OF QUEENSLAND LTD

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

DIAGRAM LOCATION

SEE PS635269M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 12 45 YORK STREET RICHMOND VIC 3121

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 04/11/2022

OWNERS CORPORATIONS

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

DOCUMENT END

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PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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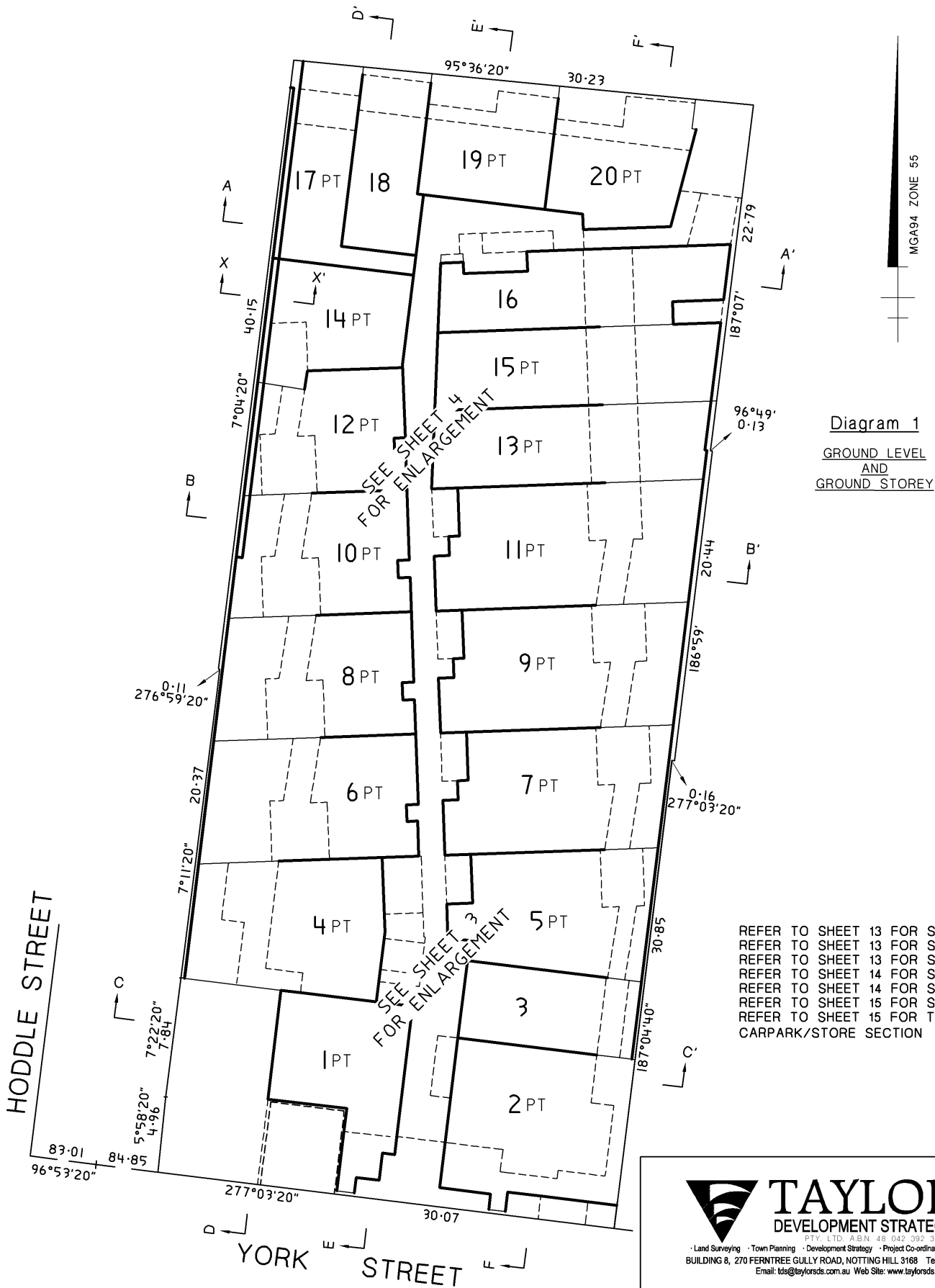


Diagram 1
GROUND LEVEL
AND
GROUND STOREY

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

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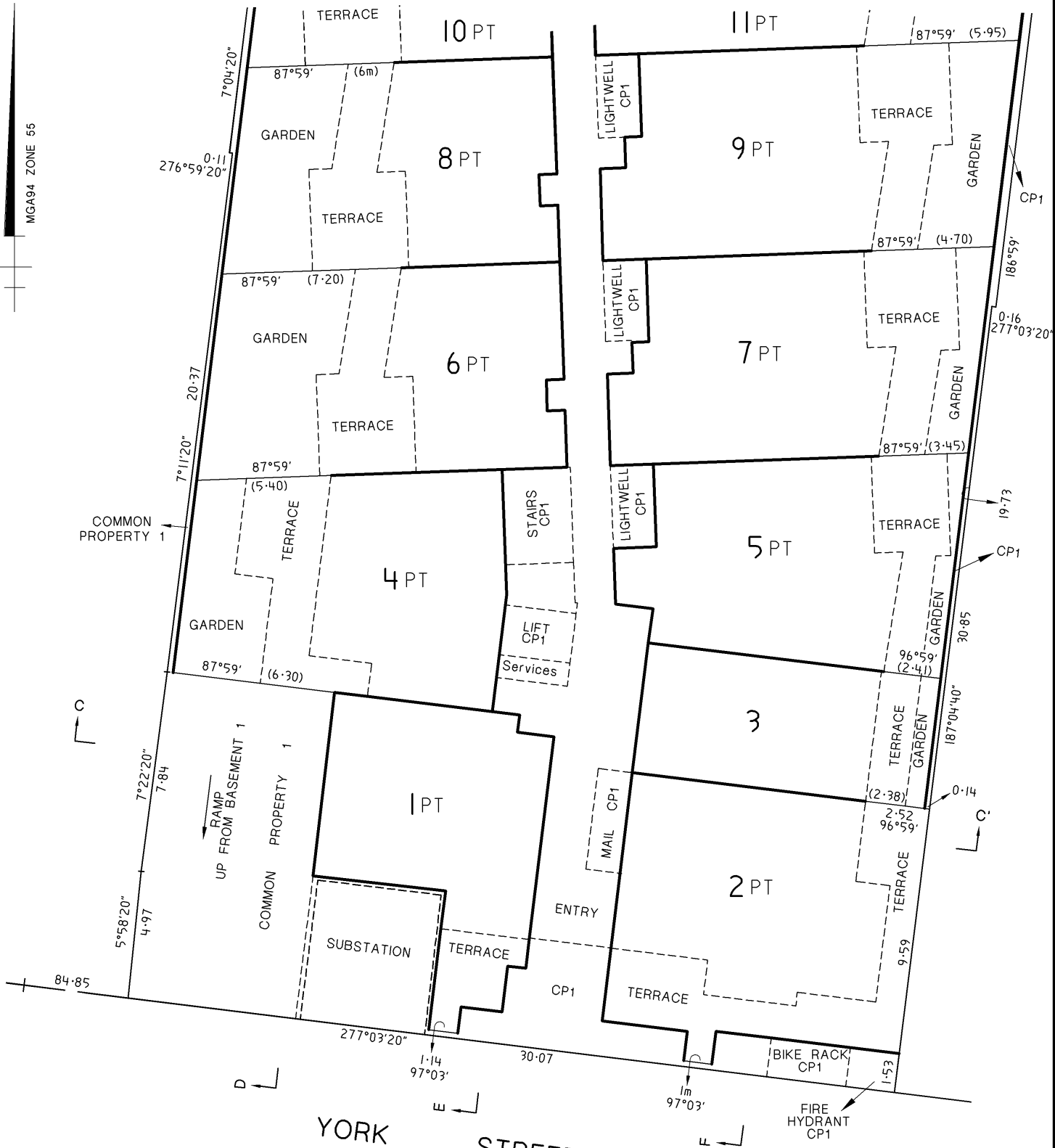
BUILDING 6, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel.9501 2800 Fax.9501 2844

Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 2
SCALE	<p>LENGTHS ARE IN METRES</p>	Signature	Date / /
1:250	SHEET SIZE A3	REF. 1640-72L	Date / /
		VERSION 7	Council Delegate Signature

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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SEE SHEET 4



GROUND LEVEL
AND
GROUND STOREY
ENLARGEMENT

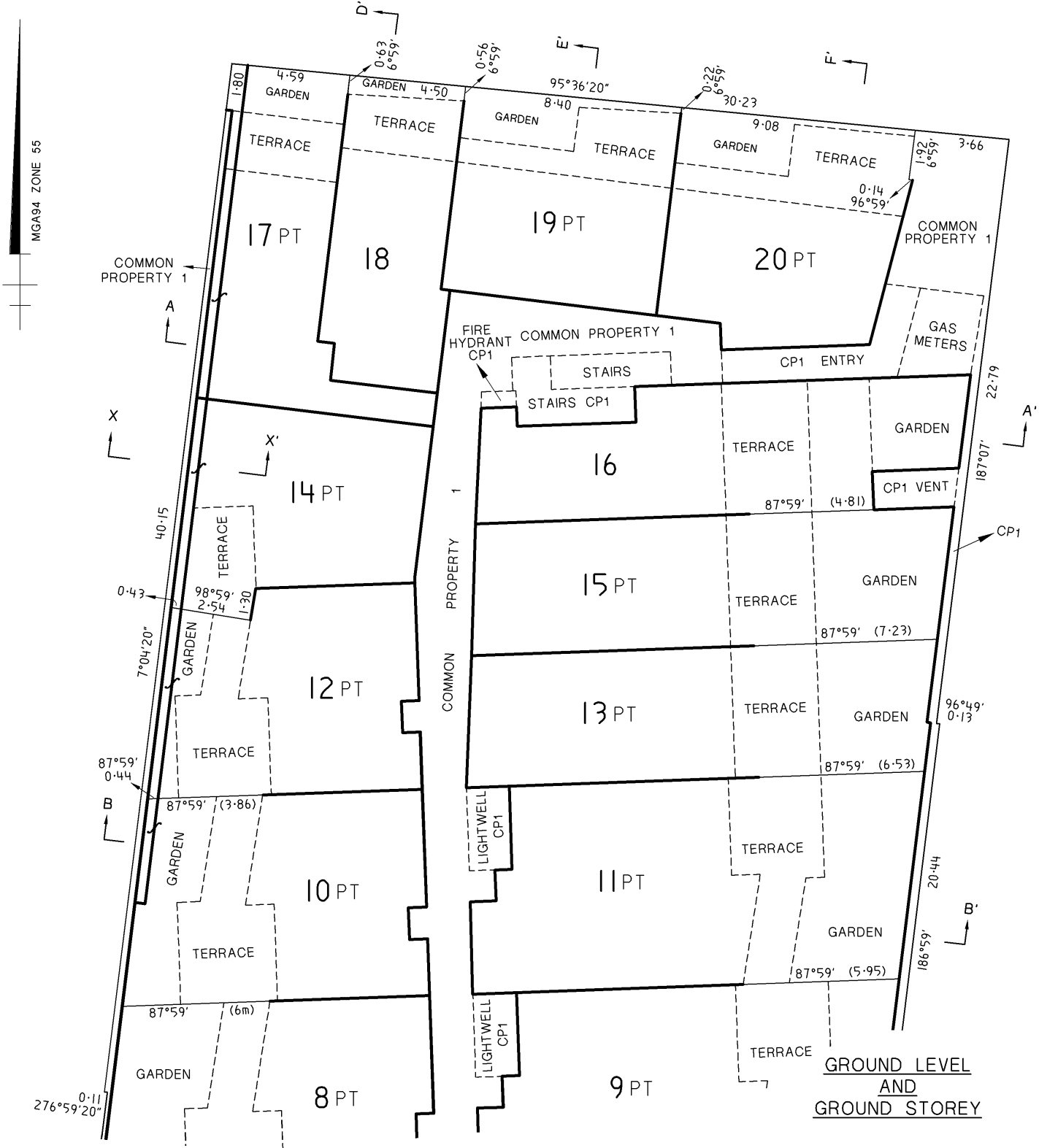
TAYLORS
DEVELOPMENT STRATEGISTS

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1226011
Certificate No. 881

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Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 3
SCALE	<p>LENGTHS ARE IN METRES</p>	Signature	Date / /
1:150	A3	REF. 1640-72L	VERSION 7
			Date / / Council Delegate Signature

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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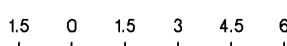
SEE SHEET 3



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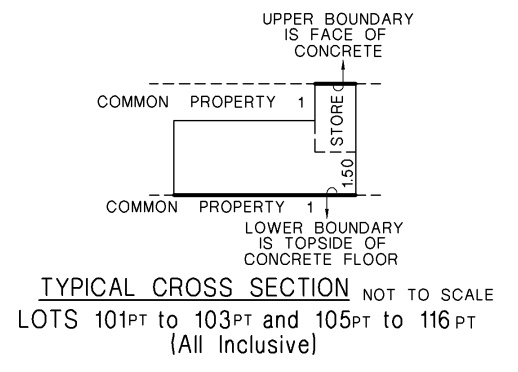
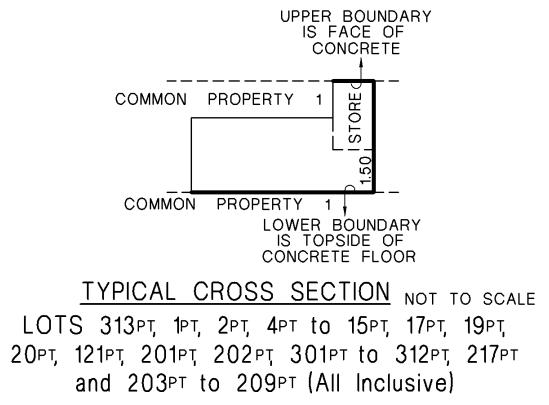
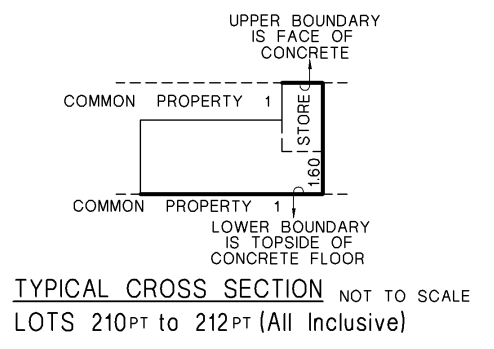
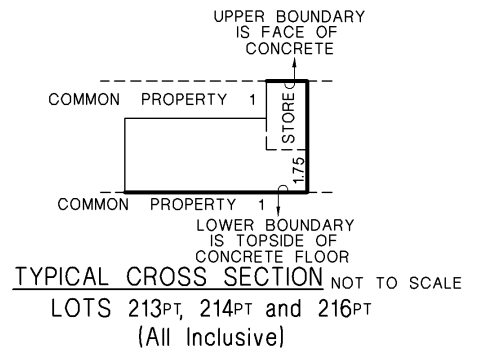
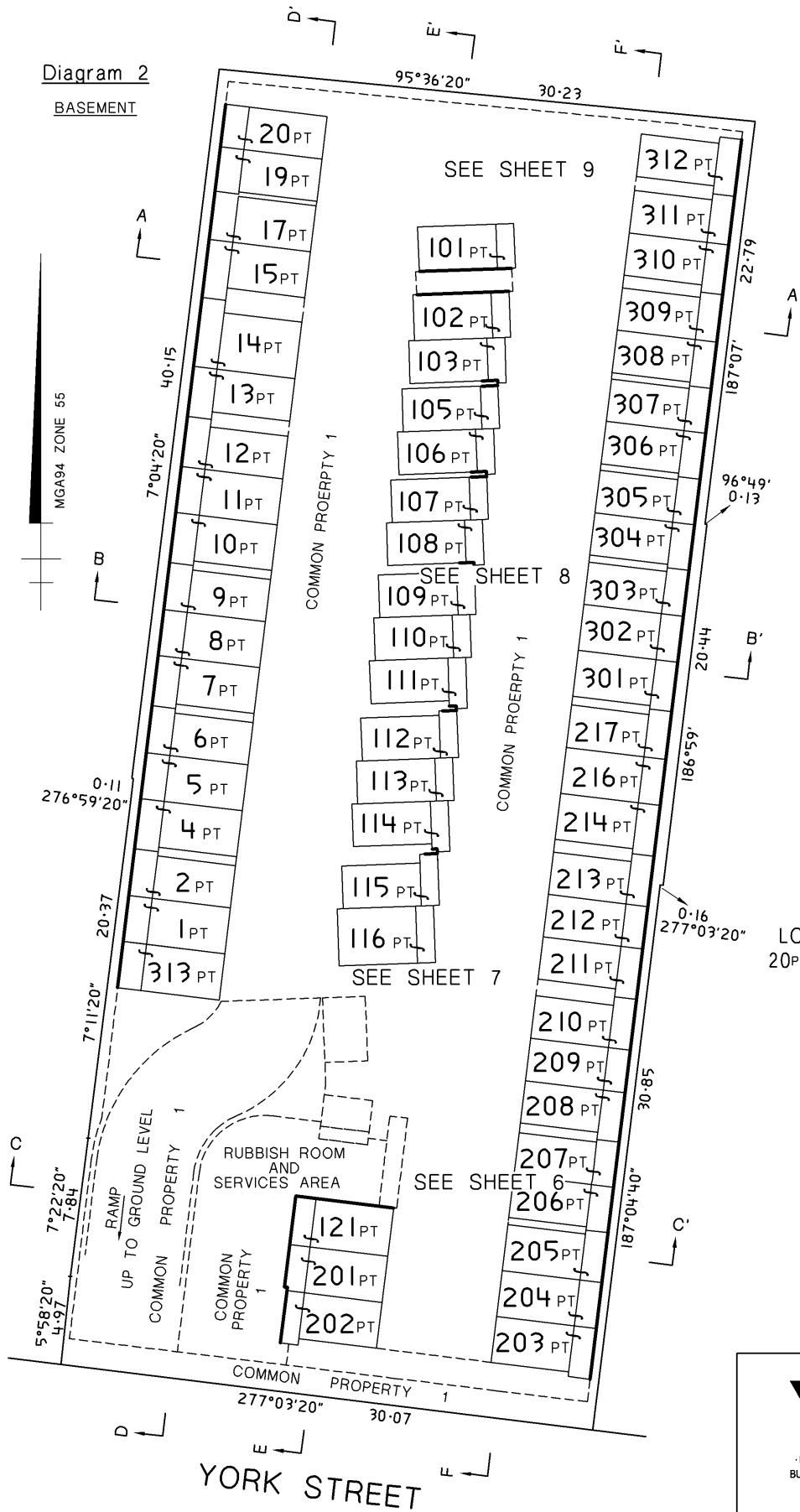
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1228891
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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 4
SCALE 1:150	 LENGTHS ARE IN METRES	Signature Date / / REF. 1640-72L VERSION 7	Date / / Council Delegate Signature

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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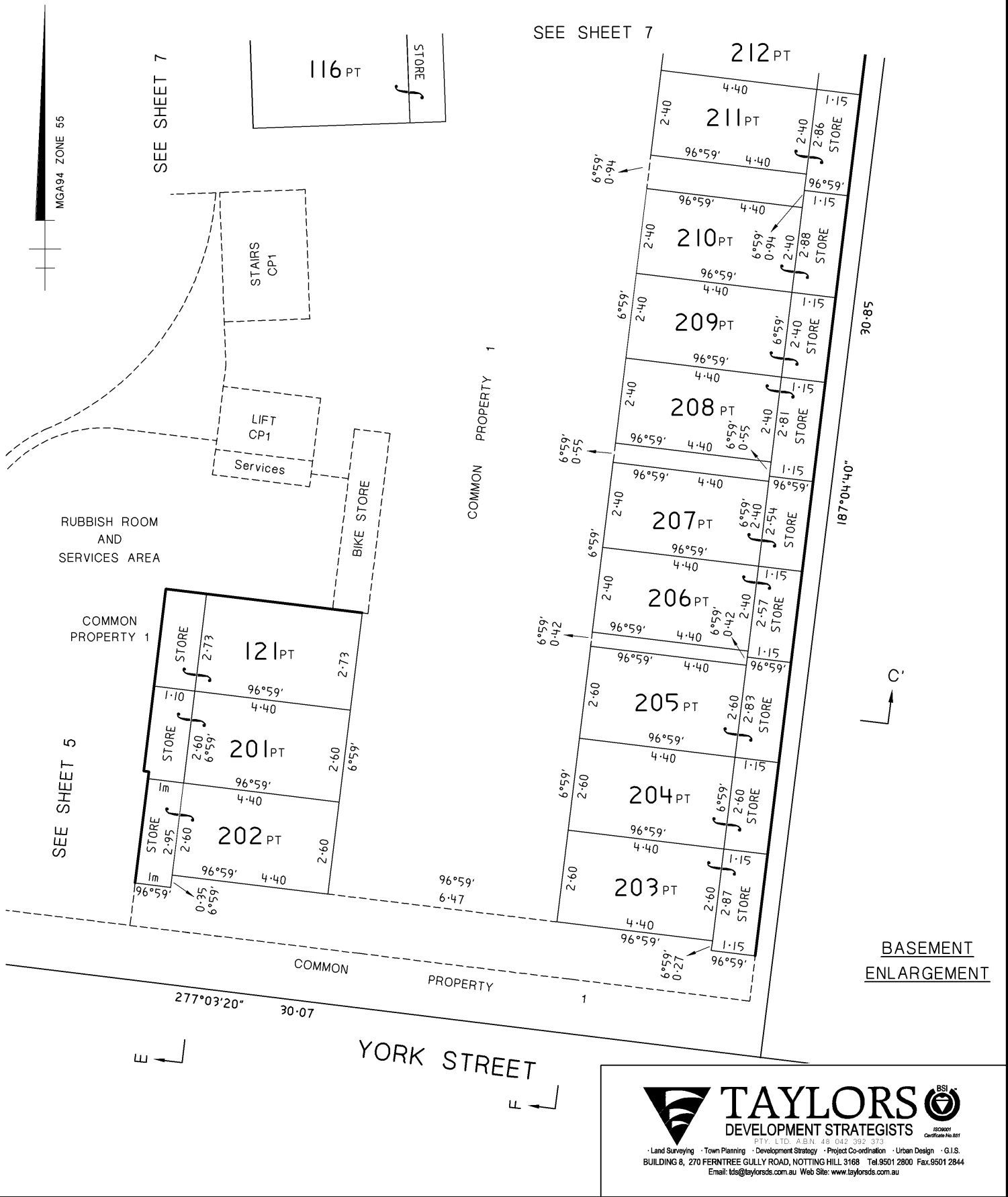
Diagram 2
BASEMENT



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ORIGINAL		SCALE		LICENSED SURVEYOR :		Sheet 5	
SCALE	SHEET SIZE	2.5 0 2.5 5 7.5 10		Signature		Date / /	
1:250	A3	LENGTHS ARE IN METRES		REF. 1640-72L		VERSION 7	
						Date / /	
						Council Delegate Signature	

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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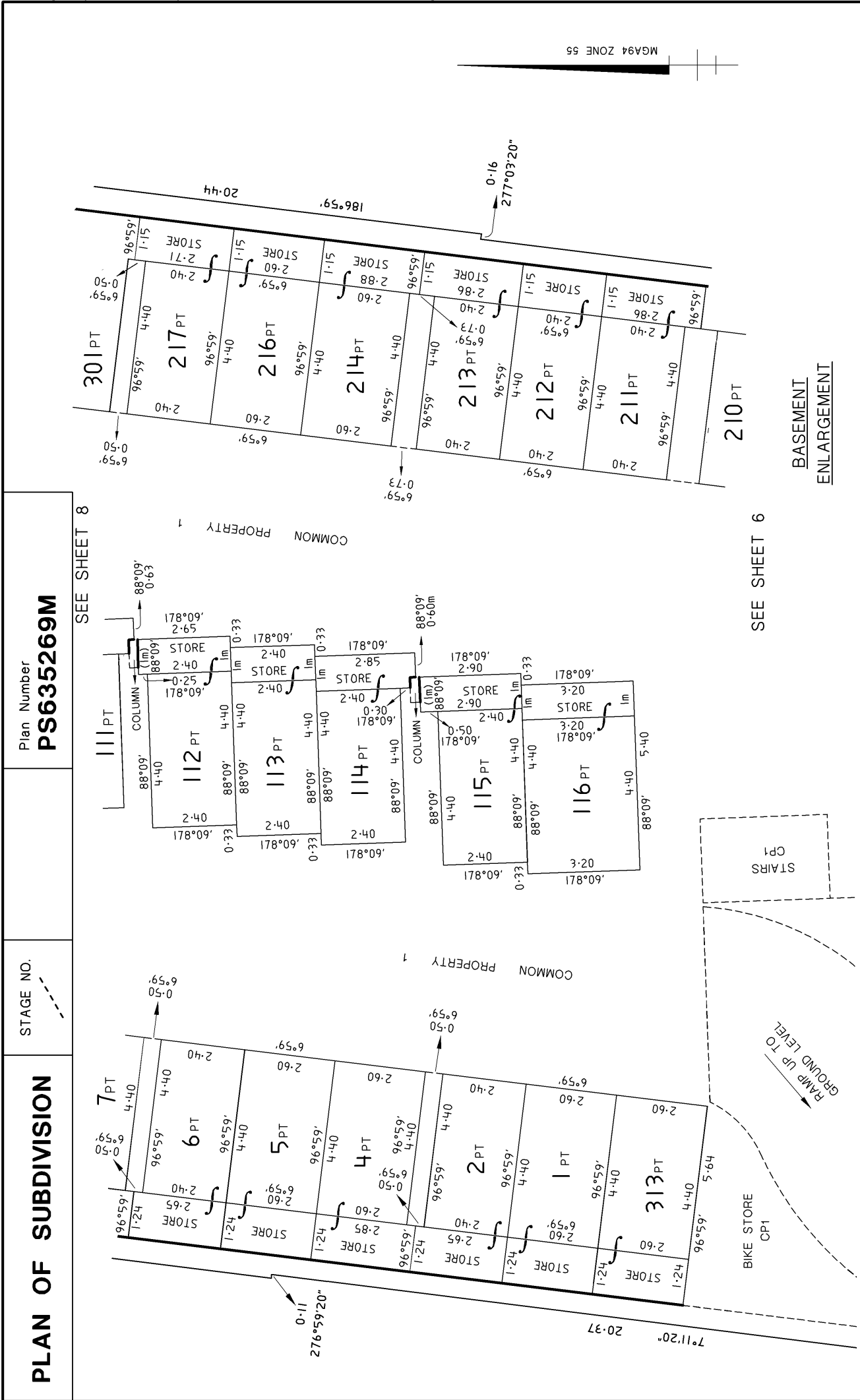


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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 6
SCALE 1:100	<p>LENGTHS ARE IN METRES</p>	Signature	Date / /
SHEET SIZE A3		REF. 1640-72L	Date / /
		VERSION 7	Council Delegate Signature



Sheet 7

Date / /

Council Delegate Signature

LICENSED SURVEYOR :

Signature / /

Date / /

REF. 1640-72L

VERSION 7

SCALE

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LENGTHS ARE IN METRES

ORIGINAL

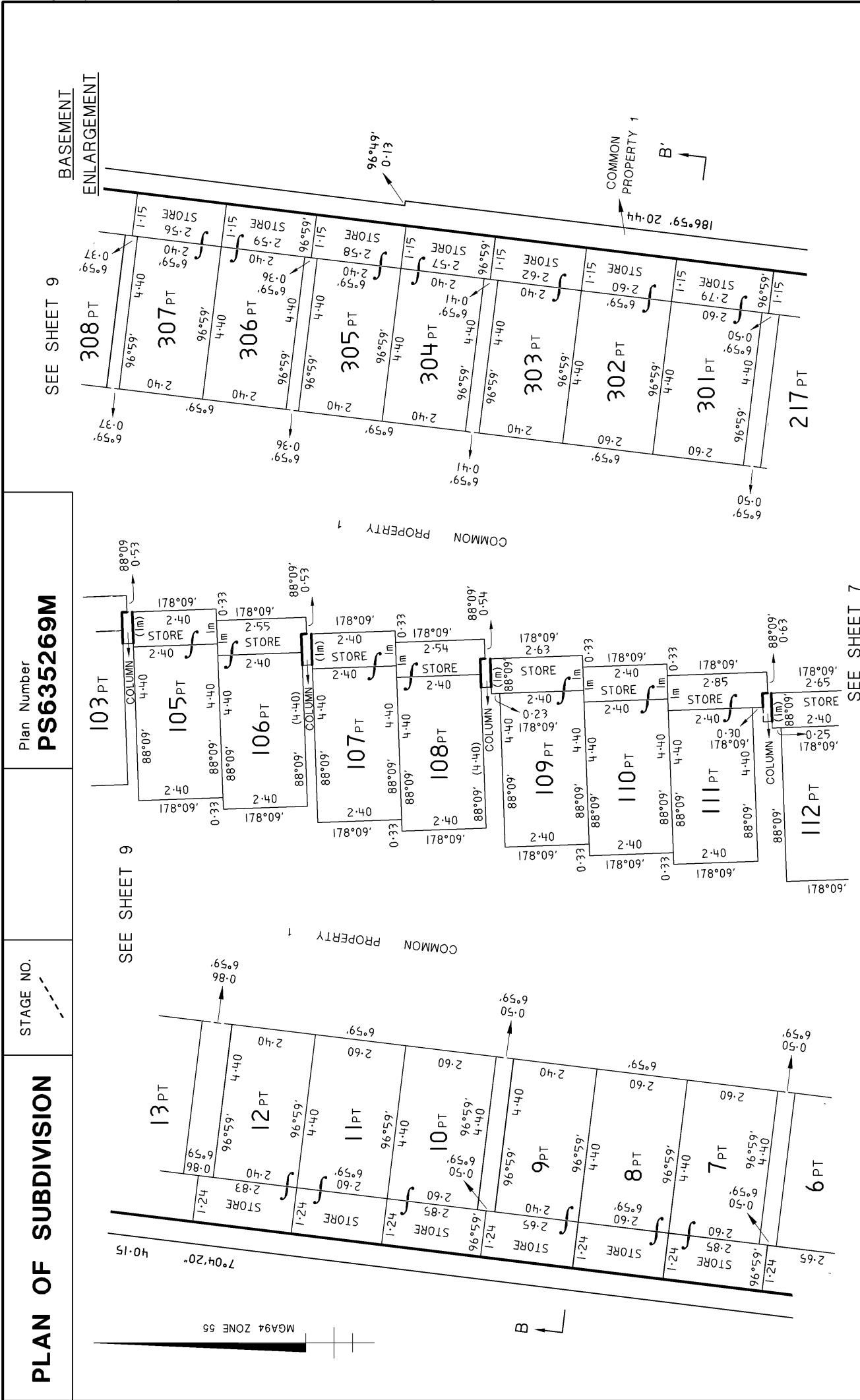
SCALE 1:100

SHEET SIZE A3

TAYLORS BSI
DEVELOPMENT STRATEGISTS

REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS

1 Land Surveying · Town Planning · Development Strategy · Project Coordination · Urban Design · GIS
BUILDING 6, 270 ENTREPRENEUR GULLY ROAD, NOTTING HILL 5168 Tel: 0801 2800 Fax: 0501 2844
Email: info@taylorss.com.au Web Site: www.taylorss.com.au



Plan Number
PS635269M

STAGE NO.

PLAN OF SUBDIVISION

Sheet 8

LICENSED SURVEYOR : _____ Date / /

Signature: _____ Date / /

REF. 1640-72L

VERSION 7

Council Delegate Signature

SEE SHEET 7

SCALE

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LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:100

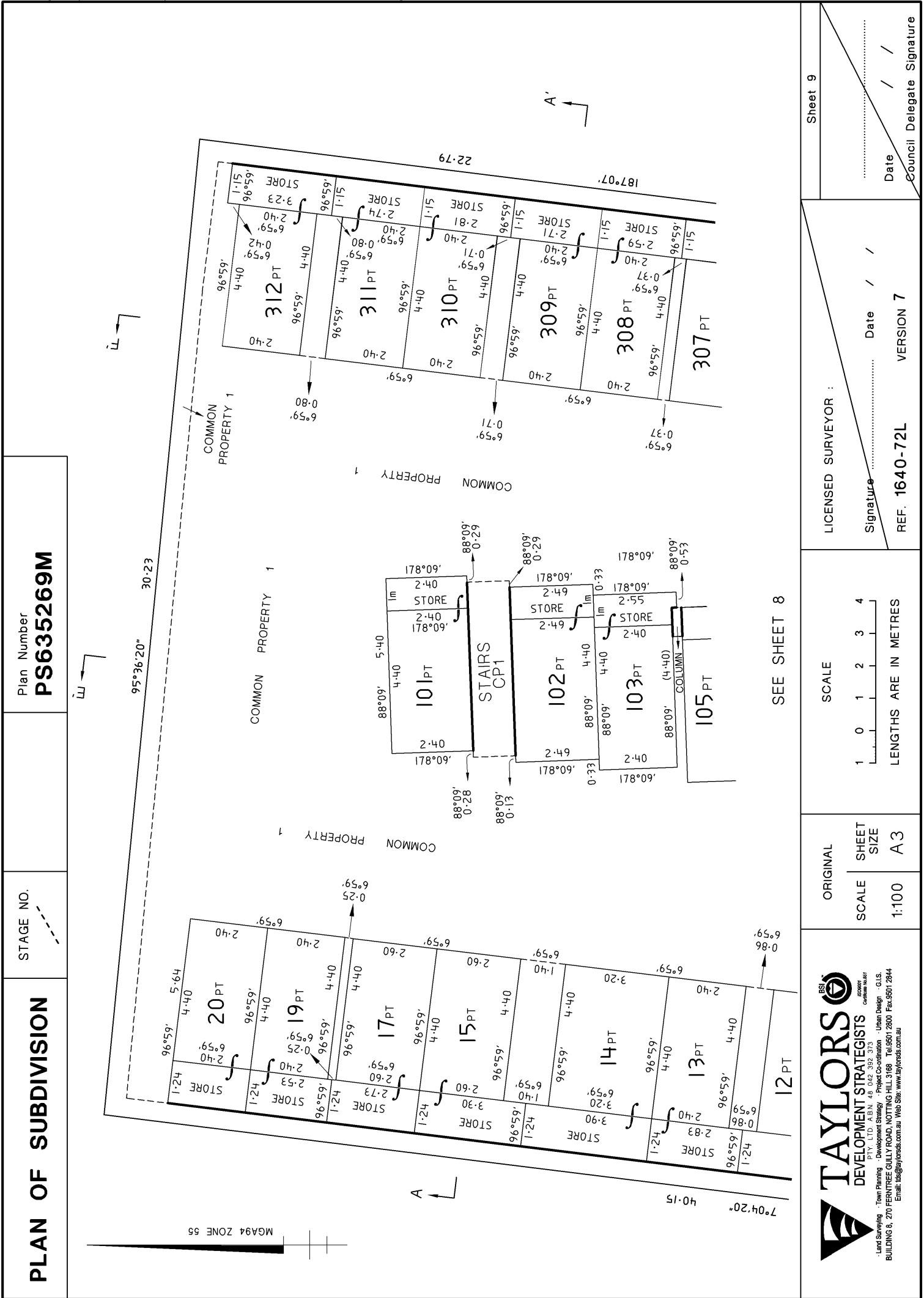
SHEET SIZE A3

TAYLORS DEVELOPMENT STRATEGISTS

BSI
ACCREDITED
REGISTERED SURVEYORS

100/110 GULLY ROAD, NOTTING HILL 3168
VIC 3084

Land Surveying · Town Planning · Development Strategy · Project Coordination · Urban Design · GIS
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Plan Number
PS635269M

STAGE NO.

PLAN OF SUBDIVISION

Sheet 9

LICENSED SURVEYOR :
Signature: / /
Date: / /
REF. 1640-72L
VERSION 7
Council Delegate Signature

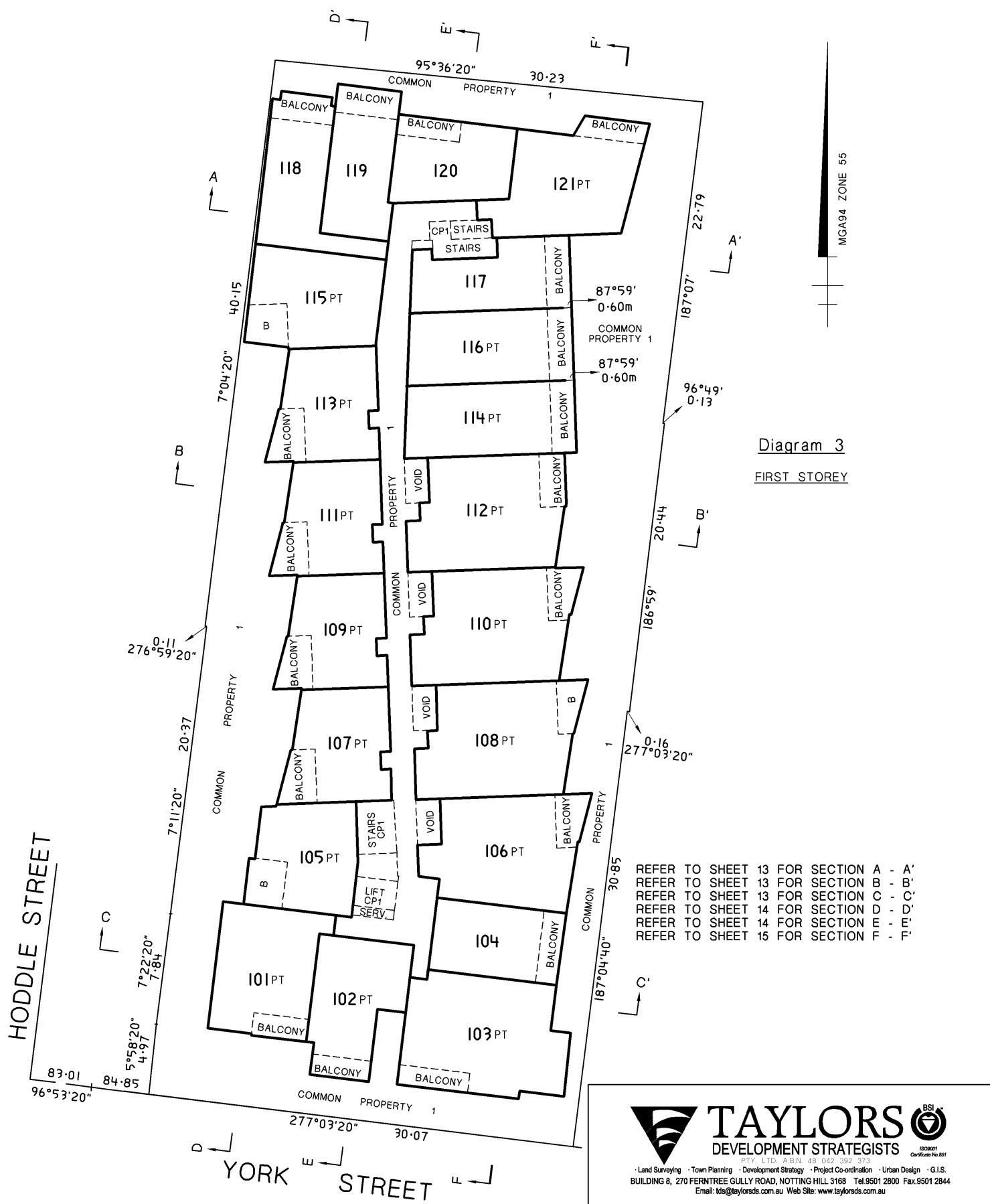
SCALE
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LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:100
SHEET SIZE A3

TAYLORS
DEVELOPMENT STRATEGISTS
P.O. BOX 1011, 18 O'CONNOR STREET, MELBOURNE VIC 3000
- Land Surveying - Town Planning - Development Strategy - Project Coordination - Urban Design - GIS
BUILDING 8, 270 REYNOLDS AVENUE, NOTTING HILL 3168 Tel: 9601 2800 Fax: 9601 2844
Email: tdt@taylorstrads.com.au Web Site: www.taylorstrads.com.au

SEE SHEET 8

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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REFER TO SHEET 13 FOR SECTION A - A'
 REFER TO SHEET 13 FOR SECTION B - B'
 REFER TO SHEET 13 FOR SECTION C - C'
 REFER TO SHEET 14 FOR SECTION D - D'
 REFER TO SHEET 14 FOR SECTION E - E'
 REFER TO SHEET 15 FOR SECTION F - F'

TAYLORS
DEVELOPMENT STRATEGISTS

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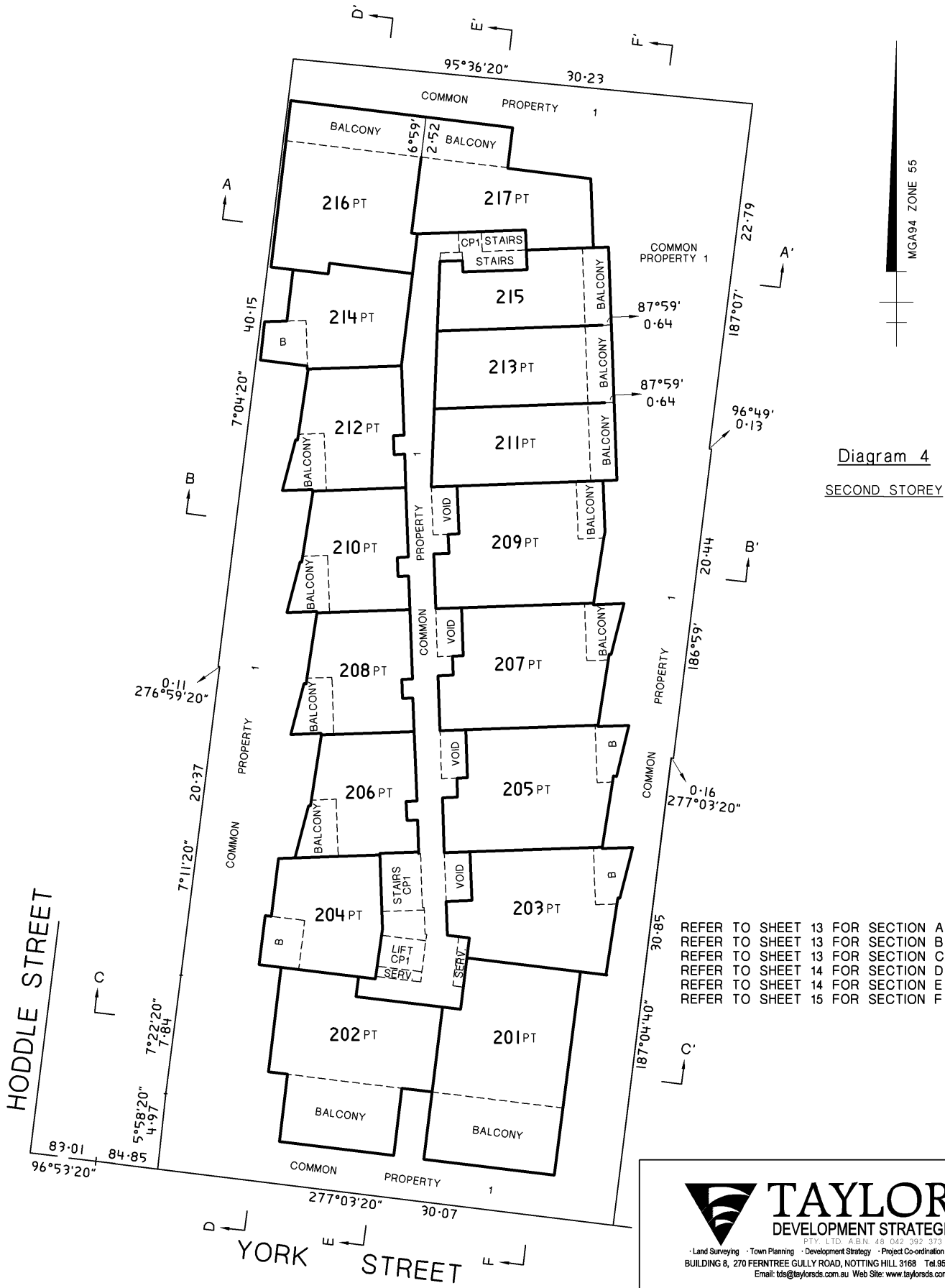
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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 10
SCALE	<p>LENGTHS ARE IN METRES</p>	Signature	Date / /
1:250	SHEET SIZE A3	REF. 1640-72L	Date / /
		VERSION 7	Council Delegate Signature

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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- REFER TO SHEET 13 FOR SECTION A - A'
- REFER TO SHEET 13 FOR SECTION B - B'
- REFER TO SHEET 13 FOR SECTION C - C'
- REFER TO SHEET 14 FOR SECTION D - D'
- REFER TO SHEET 14 FOR SECTION E - E'
- REFER TO SHEET 15 FOR SECTION F - F'

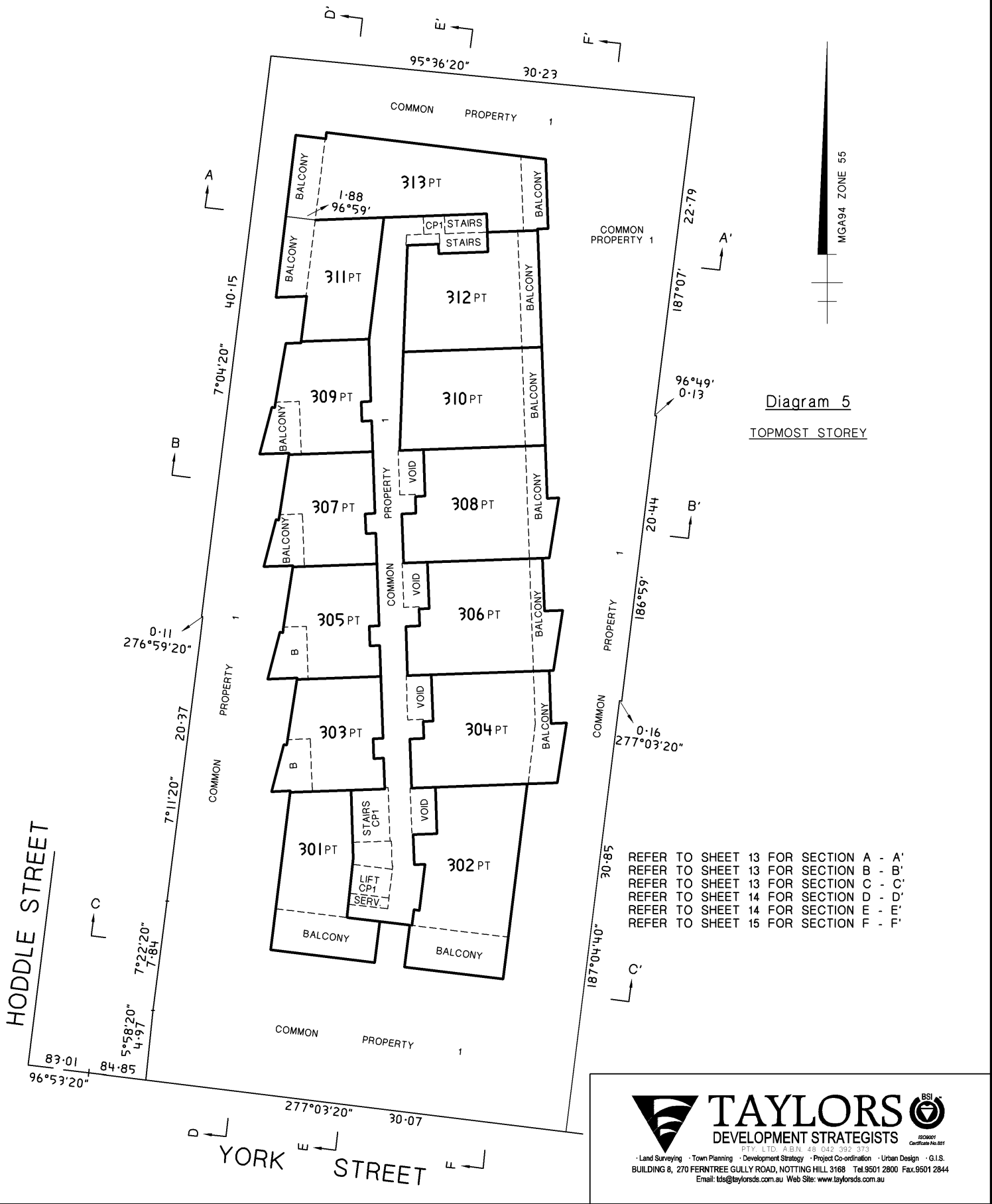
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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 11
SCALE	<p>LENGTHS ARE IN METRES</p>	Signature	Date / /
1:250	A3	REF. 1640-72L	Date / /
			Council Delegate Signature
VERSION 7			

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS635269M
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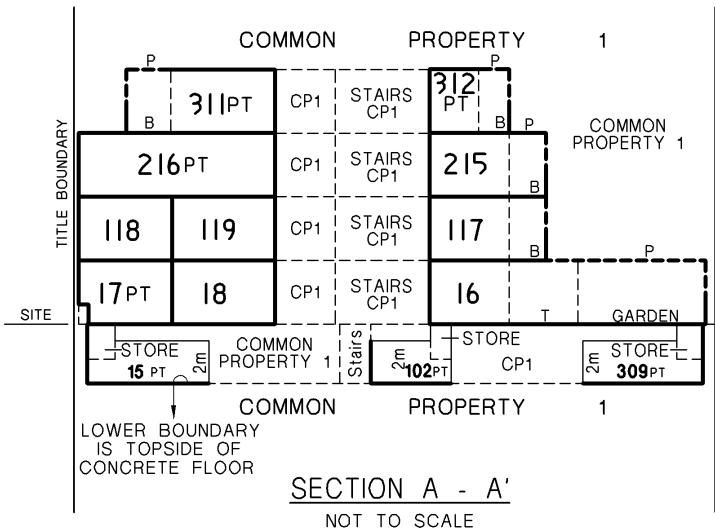
TAYLORS
DEVELOPMENT STRATEGISTS

PTY. LTD. A.B.N. 48 042 392 373
1226691 Certificate No. 881

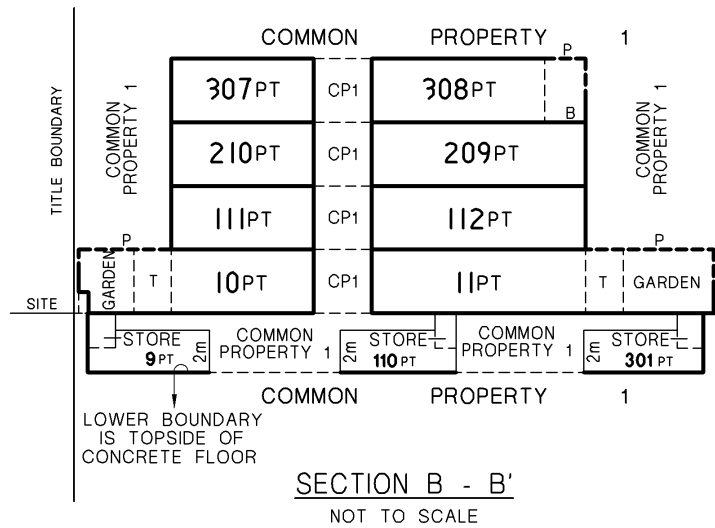
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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 12
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1:250	SHEET SIZE A3	REF. 1640-72L	Date / /
			Council Delegate Signature
VERSION 7			

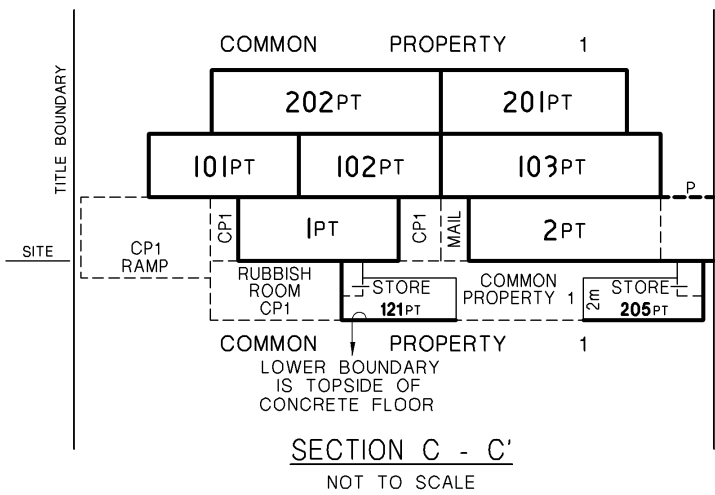
PLAN OF SUBDIVISION	STAGE NO. 	Plan Number PS635269M
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- TOPMOST STOREY Diagram 5
- SECOND STOREY Diagram 4
- FIRST STOREY Diagram 3
- GROUND LEVEL & GROUND STOREY Diagram 1
- BASEMENT Diagram 2



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



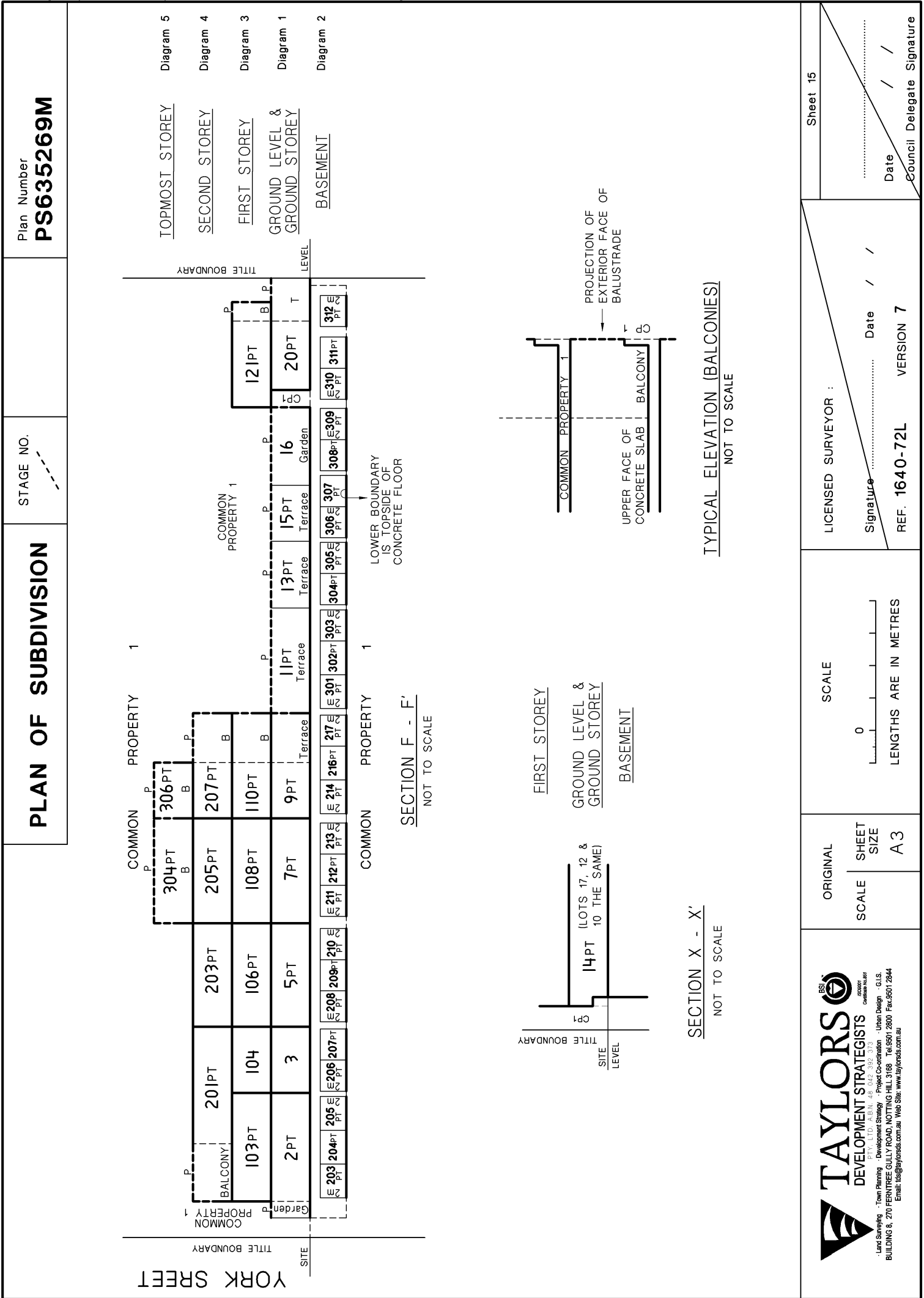
- Diagram 5
- SECOND STOREY Diagram 4
- FIRST STOREY Diagram 3
- GROUND LEVEL & GROUND STOREY Diagram 1
- BASEMENT Diagram 2

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ORIGINAL	SCALE	LICENSED SURVEYOR :	Sheet 13
SCALE	SHEET SIZE	Signature	Date / /
A3	 LENGTHS ARE IN METRES	REF. 1640-72L VERSION 7	Date / / Council Delegate Signature



Plan Number
PS635269M

STAGE NO.

PLAN OF SUBDIVISION

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

Sheet 15

Signature: Date: / /

Council Delegate Signature

LICENSED SURVEYOR :

Signature: Date: / /

REF. 1640-72L VERSION 7

SCALE

0

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

A3

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100/101 GARDNER STREET
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Australia

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**Plan of Subdivision PS635269M
Certification & Statement of Compliance (Form 6)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

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

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 23/01/2026 12:14:52 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 20, 101 - 121, 201 - 217, 301 - 313.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 5 520 COLLINS STREET MELBOURNE VIC 3000

AK594365G 16/09/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC012904L 09/12/2011

Additional Owners Corporation Information:

OC012857S 09/12/2011

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/01/2026 12:14:52 PM

OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS635269M

Entitlement and Liability:

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

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

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

Statement End.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No **635269M**

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

This certificate is issued for Lot 16, apartment 12 on Plan of Subdivision No **635269M**

Postal address is

The Richmond
12/41-49 York Street
RICHMOND VIC 3121

Applicant for the certificate is InfoTrack on behalf of Fast Settle Pty Ltd

Address for delivery of certificate ownerscorp@infotrack.com.au

Date that the application was received 23 January 2026

IMPORTANT:

The information in this certificate is issued on **4 February 2026**.

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

1. The current annual fees for the lot are \$4,529.80 and made up of the following:

Administrative Fund	\$3,578.60
Maintenance Fund	\$951.20

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

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

- The date up to which the fees for the lot have been paid is 28 February 2026
- The total of any unpaid fees or charges for the lot is: Nil
- The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: No known special levies at this stage.
- Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: If so, then provide details: Nil

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

External painting of the façade, utilising existing funds saved – to be undertaken as next project.

6. The owners corporation has the following insurance cover:

Policy No. 06S2154082 CHU Underwriting Agencies Pty Ltd

Next due: 30/05/2026

<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
Building	\$33,682,280.00	\$5,000.00	
Loss of Rent	\$5,052,342.00	\$0.00	
Public Liability	\$30,000,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	
Fidelity Guarantee	\$250,000.00	\$0.00	
Office Bearers Liability	\$5,000,000.00	\$0.00	
Catastrophe	\$5,052,342.00	\$0.00	
Govt. Audit Costs	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00	

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

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

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

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

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

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

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

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

There are no notices or orders as at 4 February 2026.

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

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

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

Telephone: 03 9858 2730

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

No administrator is appointed.

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

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

NOTE:

More information can be obtained by an inspection of the owners corporation register.
Please make your request to inspect the owners corporation register in writing to:

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

Telephone: 03 9858 2730

Date: 4 February 2026

This owners corporation certificate was prepared by:



.....(signature)

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

admin@strata-connect.com.au

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

ADDRESS OF THE OWNERS CORPORATION:

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

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

PRESENT:

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

Minutes of the meeting:

1 APPOINTMENT OF CHAIRPERSON

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

2 REGISTER ATTENDEES AND PROXIES

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

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

A quorum was not achieved.

Quorum:

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

3 MINUTES

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

4 FINANCIAL STATEMENTS

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

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

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

5 MAINTENANCE REQUIREMENTS

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

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

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

6 MANAGER'S REPORT

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

7 COMMITTEE REPORT

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

8 BUDGET

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

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

9 OWNER CONTRIBUTIONS

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

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

10 PENALTY INTEREST

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

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

11 RECOVERY OF MONEY

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

12 INSURANCE REVIEW

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

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

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

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

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

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

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

13 COMMITTEE ELECTION

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

The following committee nominations were received:

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

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

Members unanimously objected to the nomination of lot 215.

Members unanimously approved the following nominations for Committee:

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

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

14 COMMITTEE INSTRUMENT OF DELEGATION

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

15 APPOINTMENT OF MANAGING AGENT

Resolved noted, that contract signed until December 2025.

16 COMMON SEAL

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

17 REVIEW OCCUPATIONAL HEALTH AND SAFETY (OH&S)

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

18 GENERAL BUSINESS

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

19 NEXT ANNUAL GENERAL MEETING

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

Date of this notice: 08 April 2025

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

INTERIM REPORTS

for the financial year to 31/01/2026

Owners Corporation 635269M

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

Manager: Mari Deak

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Balance Sheet	1
Income & Expenses Report	3

Balance Sheet

As at 31/01/2026

OC Plan 635269M

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

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	46,573.72
Owners Equity--Admin	115,707.44
	162,281.16
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	1,903.99
Owners Equity--Maintenance	145,529.39
	147,433.38
Net owners' funds	\$309,714.54
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	149,606.41
Receivable--Levies--Admin	7,704.03
Receivable--Owners--Admin	856.75
	158,167.19
Maintenance Fund	
Cash at Bank--Maintenance	61,477.89
Receivable--Levies--Maintenance	2,047.62
Investments--1--Maintenance	61,958.08
Investments--2--Maintenance	10,316.28
Investments--3--Maintenance	10,316.28
Investments--4--Maintenance	10,316.28
	156,432.43
Unallocated Money	0.00
<i>Total assets</i>	314,599.62
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	3,048.83
Prepaid Levies--Admin	1,588.91
	4,637.74
Maintenance Fund	
Creditor--GST--Maintenance	(1,043.98)
Creditors--Other--Maintenance	869.00
Prepaid Levies--Maintenance	422.32
	247.34
Unallocated Money	0.00
<i>Total liabilities</i>	4,885.08

Net assets

Current period

\$309,714.54

Income & Expenses Report for the financial year-to-date 01/12/2025 to 31/01/2026

OC Plan 635269M

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

Administrative Fund

	Current period 01/12/2025-31/01/2026	Previous year 01/12/2024-30/11/2025
Revenue		
142500 Interest on Arrears--Admin	(0.08)	(39.78)
143000 Levies Due--Admin	61,143.93	244,573.04
145004 Recovery--Other	0.00	68.00
145005 Recovery--Owner	45.45	3,297.63
<i>Total revenue</i>	61,189.30	247,898.89
Less expenses		
150200 Admin--Accounting	181.82	320.00
150201 Admin--Accounting--BAS Preparation	0.00	400.00
153800 Admin--Agent Disbursements	591.66	3,549.96
150800 Admin--Auditors--Audit Services	0.00	915.00
153200 Admin--Legal & Debt Collection Fees	(0.04)	(0.01)
154001 Admin--Management Fees for Service	120.00	925.45
154000 Admin--Management Fees--Standard	3,550.00	21,300.00
154200 Admin--Meeting Room Expenses	0.00	90.91
159100 Insurance--Premiums	0.00	44,182.66
163000 Maint Bldg--Cleaning	5,788.45	70,133.19
164800 Maint Bldg--Electrical	0.00	718.98
165203 Maint Bldg--ESM Compliance	1,726.32	13,474.02
165205 Maint Bldg--Essential Services	0.00	2,835.00
167200 Maint Bldg--General Repairs	0.00	6,205.84
169600 Maint Bldg--Intercom	0.00	344.50
170200 Maint Bldg--Lift	0.00	6,240.33
170600 Maint Bldg--Locks, Keys. Cards & Remotes	1,443.70	1,927.25
172200 Maint Bldg--Plumbing & Drainage	0.00	7,172.24
172400 Maint Bldg--Pumps	0.00	448.00
177600 Maint Grounds--Gates	948.00	3,421.00
190200 Utility--Electricity	0.00	4,423.02
190400 Utility--Gas	265.67	1,541.37
191200 Utility--Water & Sewerage	0.00	38.00
<i>Total expenses</i>	14,615.58	190,606.71
Surplus/Deficit	46,573.72	57,292.18
Opening balance	115,707.44	49,663.55
Closing balance	\$162,281.16	\$106,955.73

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

1. Definitions

In these rules:

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

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

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

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

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

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

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

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

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

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

"Governmental Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Subdivision Act 1988;

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

"Land" means all the land in the Plan;

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

"Member" means a member of the Owners Corporation;

"Plan" means Plan of Subdivision No. PS635269M

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

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

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

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

2. Use of Lots

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

- 2.1 Use or permit the Lot to be used for any purpose which is illegal or injurious to the reputation of the building or causes a nuisance or hazard to any other Member or occupier of any Lot or the families or visitors of any such Member or occupier; or
- 2.2 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials over any balconies or out of any doors or windows forming part of any Lot; or
- 2.3. Make or permit to be made any noise on that Member's Lot which may be heard outside that Member's Lot between the hours of 12.00pm midnight and 7.30am; or
- 2.4 Use a washing machine or dryer between the hours of 10.00pm and 7.00am; or
- 2.5 Do or permit anything which may invalidate, suspend or increase the premium for any insurance affected by the Owners Corporation.

3. Use of Common Property – General

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

- 3.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the families or visitors of any such Member or occupier;
- 3.2 Make or permit to be made any undue noise in or about the Common Property;
- 3.3 Smoke on the Common Property including, without limitation, in the stairwells, lifts, foyers, carpark lobbies, and areas set aside for plant and storage;
- 3.4 Permit any child under the control of any such Member or any occupier of any such Member's Lot to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless accompanied by an adult;
- 3.5 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials on the Common Property;
- 3.6 Do or allow to be done anything on the Common Property which causes a nuisance to the Owners Corporation or a Member or any occupier of a Member's Lot;
- 3.7 Obstruct any halls, passage ways, stairways or lifts of the Common Property;
- 3.8 Hold or allow to be held any public auction on or near the Common Property unless first approved by the Manager;
- 3.9 Each Member must not, and must ensure that the occupier of a Member's Lot must not, park or leave a vehicle:
 - 3.9.1 on the Common Property so as to obstruct any driveway or entrance to a Lot; or
 - 3.9.2 in any place other than a parking area specified for such purpose by the Owners Corporation;
- 3.10 Permit or store any items or materials other than a motor vehicle, motor cycle, boat, trailer or bicycle on any Lot allocated for parking;
- 3.11 Do or permit anything which might cause structural damage including, without limitation, bringing any heavy article onto the Common Property without the consent of the Owners Corporation;
- 3.12 Do anything to damage or deface the Common Property;
- 3.13 Interfere with any personal property owned by the Owners Corporation;

- 3.14 Interfere with the operation of any equipment installed in the Common Property;
- 3.15 Use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation.

4. Moving In – Moving Out

- 4.1 A Member must, and must ensure that the occupier of a Member's Lot must, when moving into or out of his or her Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move. Only those Members or occupiers that have written authorisation from the Manager will be permitted to move in or out;
- 4.2 Each Member must not, and must ensure that the occupier of a Member's Lot must not, move any article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary.

5. Damage to Common Property

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

6. Security

- 6.1 A Member must, and must ensure that the occupier of a Member's Lot complies with the reasonable requirements of the Manager for the security of the Common Property;
- 6.2 The Owners Corporation must take all reasonable steps to ensure the security of the Building from intruders and to preserve the safety of the Building from fire or other hazard and if it considers it necessary or desirable it may, without limitation:
 - 6.2.1 close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - 6.2.2 permit, to the exclusion of each Member and the occupier of a Member's Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Building; and
- 6.3 The Owners Corporation may make rules and regulations to ensure the security of the Building from intruders;

- 6.4 If the Owners Corporation restricts the access of Members and the occupier of a Member's Lot under these rules the Owners Corporation must make available to each Member and the occupier of a Member's Lot free of charge the number of security keys which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member;
- 6.5 Each Member must exercise a high degree of caution and responsibility in making a security device available for use by an occupier of that Member's Lot including without limitation, entering into an appropriate agreement in any lease or licence agreement of the Lot to ensure return of the security device to the Member or the Manager upon expiry of the occupiers lease or licence;
- 6.6 A Member must, and must ensure that the occupier of a Member's Lot in possession of a security device must:
- 6.6.1 not duplicate or permit the security device to be duplicated, (other than the standard common property key); and
- 6.6.2 take all reasonable steps to ensure that the security device is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- 6.7 A Member must, and must ensure that the occupier of a Member's Lot must, promptly notify the Manager if a security device is lost or destroyed.

7. Notification

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

8. Owners Corporation Fees

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to his or her unit liability on or before 1 July, 1 October, 1 January and 1 April each year, or on such other dates as determined by the Owners Corporation;
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Compliance with Laws

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

10. Appearance of Lot

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

- 10.1 Without prior written consent of the Owners Corporation, alter or permit to be altered the exterior walls of the Lot;
- 10.2 Without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 10.3 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 10.4 Install or permit to be installed in any part of a Lot used for car parking or storage purposes any bars, screens or grilles not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- 10.5 Operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common Property, another Lot or another part of the Building;
- 10.6 Without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- 10.7 Install or operate any intruder alarm which emits an audible signal that does not have a cut out and reset capability;
- 10.8 Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 10.9 Install any external wireless, television aerial, sky-dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written consent of the Owners Corporation; and
- 10.10 Allow any part of the Lot, including any balcony, garden, courtyard, carpark or storage area to become unkempt, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building nor place or have any washing, towel, bedding, clothing or other article so as to be visible from the Common Property or outside the Building without the written consent of the Owners Corporation.

10.11 Lots not properly maintained:

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

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

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

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

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

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

10.12 Cost of repairs, maintenance or other work

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

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

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

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

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

10.14 What notice of entry must be given?

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

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

(b) there is an emergency.

10.14.2 In this Rule—

emergency includes—

- (a) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; and
- (b) a leak or a similar problem requiring prompt attention; and
- (c) cracking or a similar structural problem likely to affect the immediate safety of a building or any person.

11. Fire Control

- 11.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 11.2 The Owners Corporation or a Member must, as appropriate:
 - 11.2.1 consult with any Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the lot;
 - 11.2.2 ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Lot to the satisfaction of all relevant Governmental Agencies; and
 - 11.2.3 take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.
- 11.3 A Member must not, and must ensure that the occupier of a Member's Lot must not, store on the Lot or the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other materials used or intended to be used in connection with the permitted use of the Lot.

12. Air-conditioning and Heating

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

13. Occupiers and Invitees

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

- 13.2 Without limiting paragraph 13.1, a Member must ensure that a copy of these Rules is given to an occupier of that Member's Lot before such occupier enters possession of that Lot. If a Member and the occupier of that Member's Lot enter into a lease or any other form of agreement allowing another person to occupy that Member's Lot, the Member must ensure that the lease contains a condition that the occupier agrees to comply with and be bound by these Rules;
- 13.3 Within 30 days of a Member entering into a lease or any other form of agreement allowing another person to occupy that Member's Lot, that Member must deliver to the Manager an acknowledgement signed by the occupier of the Lot that the occupier has received these Rules.

14. Pets and Animals

- 14.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, keep any animal on a Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- 14.2 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to them does not urinate or defecate on the Common Property;
- 14.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to the Member must be kept on a lead or carried or in a cage while on the Common Property;

15. Garbage

- 15.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose;
- 15.2 A Member must, and must ensure that the occupier of a Member's Lot must, dispose of garbage in a manner specified by the Owners Corporation from time to time but otherwise:
 - 15.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - 15.2.2 recyclable items, without limitation, paper, cardboard and plastic, as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - 15.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated receptacle situated on the Common Property.

16. Storage of Bicycles

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

17. Signs, blinds, curtains and awnings

- 17.1 A Member must not erect or affix any sign or notice to any part of the Member's Lot advertising the sale or lease of the Lot;
- 17.2 A Member must not, and must ensure that the occupier of a Member's Lot must not, erect or affix any sign or notice to any part of the Common Property without the prior written consent of the Owners Corporation or the Manager;
- 17.3 The Owners Corporation or the Manager has the right to determine the location and dimension of any sign or notice referred to in Rule 17.2 and a Member or occupier of a Member's Lot must comply with any such determination;
- 17.4 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any internal blinds or curtains other than specified in Schedule A of these rules.
- 17.5 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any external blind or awning to the Lot without the consent of the Owners Corporation.

18. Mail

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

19. Building works

- 19.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, undertake any building works to a Lot except in accordance with the following requirements:
- 19.1.1 all requisite permits, approvals and consents for any building works must first be obtained and copies must be given to the Owners Corporation;
- 19.1.2 building works must be carried out in accordance with the permits approvals and consents specified in clause 19.1.1;

- 19.1.3 building works must be carried out in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building works to other Lot owners and occupiers; and
 - 19.1.4 building works may only be undertaken from Monday to Friday between the hours of 8.00am to 4.00pm.
- 19.2 The Member, or occupier of the Member's Lot must not commence any building works until the Member or occupier:
- 19.2.1 submits to the Owners Corporation plans and specifications of the proposed building works by the Member or occupier;
 - 19.2.2 supplies to the Owners Corporation such further particulars of those proposed building works as the Owners Corporation may request to enable the Owners Corporation to be satisfied that the proposed building works accord with the aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 19.2.3 receives written approval for the building works from the Owners Corporation, which approval may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval is not effective until such costs have been paid; and
 - 19.2.4 pays such reasonable costs to the Owners Corporation.
- 19.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that all servants, agents and contractors undertaking building works comply with the proper and reasonable directions of the Owners Corporation about the method of building operations, means of access, use of Common Property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

20. Rules Subject to Rights of Developer

- 20.1 In case of any inconsistency between the Rules and the rights of the Developer under these Rules, the Developer's rights must prevail and all other Members and occupiers and the Owners Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with these Developer's rights.
- 20.2 A Member or occupier must comply with the terms of any development agreement between the Developer and the Owners Corporation that is disclosed to the Member or occupier.
- 20.3 Notwithstanding anything to the contrary herein contained, these Rules (other than this Rule 20) do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - 20.3.1 the Developer and/or its equity partners (if any) is a Member or occupier;
 - 20.3.2 any mortgagee or chargee of the Developer has an interest in any Lot; or
 - 20.3.3 the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

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

- 20.4 The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by each and every Member and by the Owners Corporation to:
 - 20.4.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building; and
 - 20.4.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Building; and
 - 20.4.3 exclude all and any Members or occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Building; and
 - 20.4.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and
 - 20.4.5 grant rights to use or access through or over the Common Property to third parties on such terms and

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

- 20.4.6 limit or restrict access to certain areas of the Land including areas of the Common Property in order to expeditiously complete the Building; and
- 20.4.7 use whatever rights of way and/or points of egress and ingress to the Building as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Building in order to carry out any works,

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

- 20.5 The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Building. A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule or contravene any right or reprieve afforded to the Developer under this Rule.
- 20.6 In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the satisfactory completion of the building. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

21. Enforcement of Domestic Building Contract

- 21.1 This Rule applies when the Initial Owner (which may be the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.
- 21.2 If the Initial Owner takes steps contemplated by Rule 21.1, the Initial Owner may:
 - 21.2.1 make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

- 21.2.2 exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
 - 21.2.3 settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; or
 - 21.2.4 take any other enforcement action the Initial Owner considers appropriate in the circumstances.
- 21.3 A Member must not require the Initial Owner to take any further steps other than those listed in Rule 21.2.
- 21.4 The Members must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.
- 21.5 Where the Initial Owner is required or has elected to enforce any Domestic Building Contract, a Member or occupier must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Initial Owner to take remedial action, repair, rectify, alter or amend any component of the Common Property. Members and Occupiers must follow any safety instruction or procedure put in place to protect the safety of occupiers, workers, pedestrians, or the Building. A Member or occupier, the Owners Corporation in general or any Member or the Owners Corporation must not take any action to prevent any Domestic Building Contract being enforced by the Initial Owner.

22. Use Restrictions

- 22.1 The Member or occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express and prior written consent of the Owners Corporation.
- 22.2 The Member or occupier is prohibited from granting any residential tenancy agreements of any Lot for less than two (2) months.
- 22.3 If authorized to do so by the Owners Corporation, the Member or occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- 22.3.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
 - 22.3.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant authority from time to time are complied with; and
 - 22.3.3 the trade, business or other commercial use can be carried on and is carried on without causing undue

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

23. Balconies

A Member or occupier:

- 23.1 must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot;
- 23.2 must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertaking any building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;
- 23.3 must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;
- 23.4 must not temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish);
- 23.5 must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;
- 23.6 must ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots;
- 23.7 must grant and provide to the Owners Corporation, upon the Member or occupier being given 5 calendar days prior written notice, access to any balcony forming part of the Member's or occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;
- 23.8 must ensure building materials related to any building works are not stacked or stored in or on balcony areas.

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

24. Signage and Other Licences

- 24.1 The Owners Corporation may grant the Developer:
- 24.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Building;
 - 24.1.2 a licence to host promotional events in the main lobby area;
 - 24.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - 24.1.4 allow the Developer's representatives and their invitees to conduct selling activities from a Lot which will serve as a display unit,
- provided the Developer use its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 24.2 A Member or occupier of the Lot must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.
- 24.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule.
- 24.4 A Member or Occupier must not use any part of the Common Property in respect of which exclusive use and enjoyment rights have been given, granted, or licensed by the Owners Corporation from time to time including any management rights granted to the Manager.
- 24.5 A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule.

25. Disputes and Complaints

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

- 25.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 25.3.1 arrange a meeting between the parties to resolve the Dispute; or
 - 25.3.2 waive the requirement for the parties to meet.
- 25.4 Notwithstanding the course of action elected by the Committee under Rule 25.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 25.5 Without limiting the generality of this Rule, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 25.5.1 arrange a meeting between the parties to resolve the Dispute; or
 - 25.5.2 waive the requirement for the parties to meet.
- 25.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 25.3 or 25.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other law.

26. Services

- 26.1 A Member or occupier must not do anything or permit anything to be done on or in relation to their Lot or in the Common Property so that:
- 26.1.1 any service, structure or function provided by that Lot or the Common Property for any other Lot is interfered with;
 - 26.1.2 the structural and functional integrity of any part of the Common Property is impaired; or
 - 26.1.3 the provision of services to or through the Lot or Common Property is interfered with.

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

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

**OWNERS CORPORATION RULES
THE RICHMOND
PS635269M**

SCHEDULE A

INTERNAL BLINDS / CURTAINS

Only the following can be installed as window coverings:

Specifications:

Composition: 100% Polyester

Coating: Pigmented acrylic

Thickness: 0.40mm

Light fastness: ->7 fully fade resistant

Opacity: Blockout, test to AS-2663-1999

Protection: Mould and mildew protection

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

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

Type and Colour:

Bedrooms

Elements Blockout

Colour: Pearl

Living Areas

Elements Translucent

Colour: Pearl

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

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

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1217304

APPLICANT'S NAME & ADDRESS

FAST SETTLE PTY LTD C/- TRICONVEY2 (RESELLER) C/-
LANDATA
DOCKLANDS

VENDOR

ATTARD, STEPHANIE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

649071

This certificate is issued for:

LOT 16 PLAN PS635269 ALSO KNOWN AS 12/45 YORK STREET RICHMOND
YARRA CITY

The land is covered by the:

YARRA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/yarra>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

23 January 2026

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

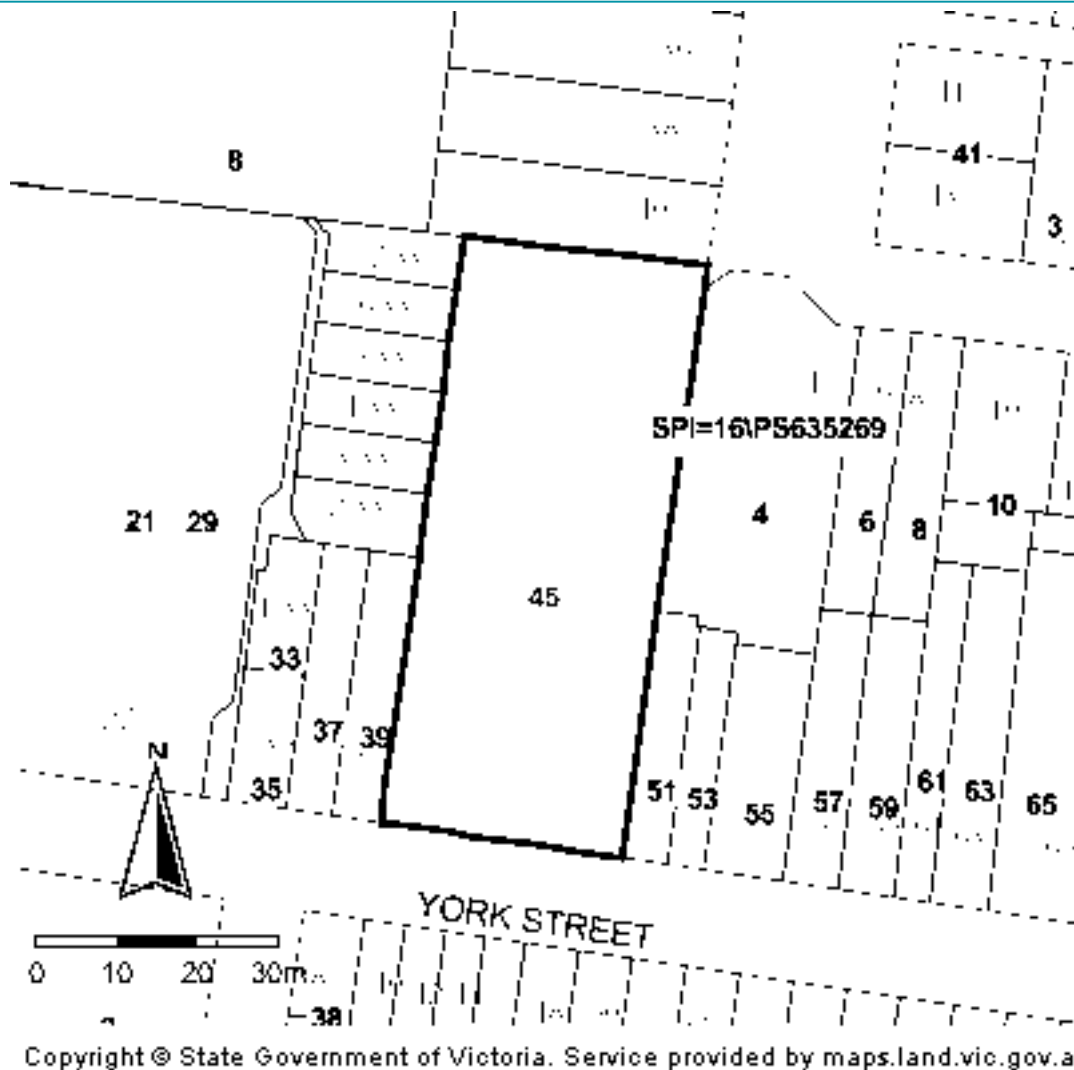
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



Owners Corporation Fee Notice

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

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

Tax Invoice

Issued 05/11/2025 on behalf of:

Ms S Attard
The Richmond
12/45 York Street
RICHMOND VIC 3121

OC Plan 635269M
ABN 44278426339
The Richmond
41-49 York Street
RICHMOND VIC 3121
for Lot 16 Unit 12
Ms S Attard

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

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/12/2025	Levy Dec-Feb 2026	894.65	237.80	1,132.45
Total due in month		894.65	237.80	1,132.45

Total of this notice	1,132.45	(including \$102.95 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	1,132.45	
Prepaid	0.00	
Total amount due	\$1,132.45	

Interest will be charged on any overdue fees/charges at an annual rate of 0%.
The rate of interest has been calculated in accordance with the current rate under the
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

Levy Payment due 01/12/2025

Please Note: Australia Post now charges \$2.75 for all payments made at a Post Office.
If you are paying your levies at a Post Office please add an additional \$2.75 to cover this charge.



DEFT
PAYMENT SYSTEMS

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

Ms S Attard

Owners Corporation 635269M

Lot 16

Unit 12



Biller code 96503



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



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Pay in-store at Australia Post by cheque or EFTPOS.

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

Strata Connect Pty Ltd

DEFT Reference Number

20582656332038

Amount Due

\$1,132.45

Due Date

01/12/2025

Amount Paid

\$



*496 205826563 32038

+205826563 32038

<

000113245<3+

Valuation and Rates Notice

For the period 1 July 2025 to 30 June 2026



T 03 9205 5555

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

S Attard
12/45 York St
RICHMOND VIC 3121

Issue Date	Property Number
24/07/2025	405570
Due Date	1st Instalment
30/09/2025	\$190.80

Property: 12/45 York St Richmond VIC 3121
Description: Lot 16 PS 635269M Vol 11322 Fol 407
AVPCC: 120.6 - Subdivided Unit
Owners: S Attard

Site Value: \$50,000
Capital Improved Value: \$305,000
Net Annual Value: \$15,250

Rates and Charges

Council Charges

Used to support local services delivered by City of Yarra.

General Rate - Residential (0.035499471 x NAV)	\$541.37
Waste Charge - Public (0.00201096 x NAV)	\$30.67

State Government Charges

These charges are collected by City of Yarra on behalf of the State Government. It does **not fund** Council in any way. For more information contact the ESVF support line on **1300 819 033**.

ESVF Residential \$136.00	\$136.00
ESVF Residential Variable (0.000173 x CIV)	\$52.76

Total \$760.80

FIRST INSTALMENT DUE
30 SEPTEMBER 2025

Option A Four instalments

30/09/2025	\$190.80
30/11/2025	\$190.00
28/02/2026	\$190.00
31/05/2026	\$190.00

Please see reverse for details

Pay by Direct Debit

Option B Direct Debit

15/09/2025	\$76.80
15/10/2025	\$76.00
15/11/2025	\$76.00
15/12/2025	\$76.00
15/01/2026	\$76.00
15/02/2026	\$76.00
15/03/2026	\$76.00
15/04/2026	\$76.00
15/05/2026	\$76.00
15/06/2026	\$76.00

Please see reverse for details

Payments made after 15 July 2025 may not be included in the total amount due.

Register to receive your notice via email

GO TO erates.yarracity.vic.gov.au



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



BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.

Billers Code: **171074**
Ref: **4055703**



ONLINE*
Yarra ePay
yarracity.vic.gov.au

Get all the latest local news and events delivered straight to your inbox.



Sign up to Yarra Life

Usage and charges

Outstanding balance					\$0.00
Your network charges ¹					
	Charge period				Amount
Water	01/10/2025 - 31/12/2025				\$56.52
Sewer	01/10/2025 - 31/12/2025				\$75.11
Total network charges					\$131.63
Other charges and adjustments					
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/10/2025 - 31/12/2025	\$2,708.00	\$31.50		\$31.50
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/10/2025 - 31/12/2025	\$2,708.00	\$22.63		\$22.63
Total other charges and adjustments					\$54.13
Your total charges					\$185.76

Questions about your bill?

If you've noticed some changes to your bill or you need help understanding it, visit gww.com.au/yourbill or call **13 44 99**.

Privacy statement

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

Your charges explained

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

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

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



Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Stephanie Attard, Apartment 12, 45 York Street, Richmond VIC 3121

Property Address: Apartment 12, 45 York Street, Richmond VIC 3121

Lot: 16 Plan of subdivision: 635269M

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 4 February 2026

Signed for an on behalf of the Vendor: *Fast Settle*

Ref No. 1121.1

Report on Property at Apartment 12 41 – 49 York Street Richmond



Prepared for	Owners Corporation PS635269M
Instructed by	Imran Fatah of Boutique Lawyers
VCAT reference	
Date of Inspection	10 July 2021 and 11 July 2021
Date of Report	26 July 2021
Prepared By	Spot on Building Consultancy Pty Ltd Building Consultant, Mr Glenn Edwards
	© COPYRIGHT 2020 Spot on Building Consultancy

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Background

At the request of Boutique Lawyers on behalf of Owners Corporation PS635269M, I inspected the property at 41 – 49 York Street Richmond on the 10 July 2021 and the 11 July 2021.

The purpose of my inspections was to examine and provide an expert witness/VCAT compliant report upon defects in the existing property and I understand my scope/instructions as follows:

My report will:

- Provide a description of defective work
- Provide photographs of the defective work
- Provide the building code or standard that the work does not comply with
- Provide recommendations
- Provide costings

The owner was present at the time of the inspection but took no part in the inspection.

I was aware that there may be a legal action underway and that my report might be used in that action.

Documents

Documents provided to me to assist in the preparation of my report are listed below:

- The Tenche Architects Architectural Drawings A-400E to A-201L dated 29/04/2010
- PLP Building Surveyors building permit stage 1 dated 16/09/2010
- PLP Building Surveyors building permit stage 2 dated 03/03/2011
- Certificate of Compliance – Design dated 16/08/2010
- Certificate of Compliance – Design dated 15/09/2010
- Certificate of Compliance – Design dated 20/12/2010
- Client Chronology undated
- PLP Building Surveyors Combined Allotments Statement dated 16/09/2010
- PLP Building Surveyors Determination Pursuant to the Performance Requirements of the Building Code of Australia dated 28/02/2011
- Gii Building Surveyors Form A dated 16/06/2010
- Geotechnical Letter and drawings dated 12/08/2010
- Geotech Pty Ltd drawings GE03 Rev-1 to GE013 Rev-2 dated 06/09/2010
- PLP Building Surveyors Occupancy Permit dated 13/12/2011
- Plan of Subdivision PS635269M Edition 1 dated 12/12/2011

Referenced Building Codes.

The following Building Codes and Standards have been referenced in this document.

- Australian Standard AS 3958.1:2007 Ceramic tiles – Guide to the installation of ceramic tiles **(AS 3958.1:2007)**
- National Construction Code Series 2010, Building Code of Australia, Volume 1 **(BCA V1:2010)**

- Australian Standard AS 3700:2001 Masonry structures (**AS 3700:2001**)
- The Rondo Exangle finishing sections installation manual

Photographs

While on site I took several photographs. These are included in Attachment B to this report with each photograph numbered and briefly described.

Property Description

The site is a rectangular shape facing south and is relatively flat. There is constructed on the site a 4-level apartment building with a basement garage underneath.

The building is constructed on a concrete slab and the external walls are also of concrete construction. The building features a flat metal roof and has aluminium windows. The front door faces south.

Assumptions

A waterproofing membrane has been installed to the inside of the planter box walls.

Limitations

There was no destructive testing carried out to the planter box to confirm that a waterproofing membrane has been installed.

A set of architectural drawings have not been provided and some measurements for costings calculations are approximate.

Observations

1. Bathroom

Cracked tile to shower

- 1.1. There is a cracked tile in the rear righthand corner of the bathroom shower base (refer to Photograph 1 to Photograph 4).
- 1.2. The cracking of the tile is consistent with there being no movement joint installed between the wall and floor tiling.
- 1.3. The cracking of the tile is also consistent with the wall tiles being laid directly on top of the floor tiles.
- 1.4. The tile has cracked as a result of movement between the wall and floor of the building and there being no provision provided for movement.
- 1.5. Adjacent building components are required to have movement joints installed to permit movement to occur without damage to the tiling in accordance to the building standard.
- 1.6. AS 3958.1:2007, 2.7.1 General, states:

“Movement joints are provided to permit movement between adjacent building components.

Movement joints comprise –

- (a) Prefabricated movement joints that are installed prior to the laying of the tiles;*
or
- (b) an insitu joint that is sawn nor formed between the building components and filled either with –*
 - (i) A formed polymeric backing strip or gasket and a suitable sealant; or*
 - (ii) A sealant alone.”*

- 1.7. The cracked tile in the rear righthand corner of the bathroom shower base is a result of the omission of a movement joint between the wall and floor tiling is defective work by the builder.

Fall to shower recess floor

- 1.8. There is 3 mm of fall over 1 metre towards the bathroom shower waste outlet and there is water ponding on the surface of the tiles (refer to Photograph 5 to Photograph 8).
- 1.9. The ratio of fall within a shower area is required to be between 1:60 and 1:80 in accordance to the building standard.
- 1.10. A fall ratio of 1:60 equates to a fall of 16.6 mm over 1 metre and a fall ratio of 1:80 equates to a fall of 12.5 mm over 1 metre.
 - 1.1. AS 3958.1:2007, D3 Fall ratios, states:

“The recommended ratio of fall within a shower area is between 1:60 and 1:80.

The recommended ratio of fall in other wet areas is between 1:80 and 1:100.

In some circumstances the fall in the floor finishes in the same area may vary.

Where falls steeper than 1:100 are not achievable, the effectiveness of the floor drainage should be confirmed to ensure it meets the primary consideration set down in Paragraph D1 above."

- 1.2. The bathroom shower floor tiles that have less than the minimum 12.5 mm of required fall towards the waste outlet is defective work by the builder.

Fall to bathroom floor

- 1.3. There is between 2 mm to 4 mm of fall over 1 metre towards the bathroom floor waste outlet (refer to Photograph 9 to Photograph 13).

- 1.4. A sole-occupancy unit is required to have a floor waste installed and the floor must be graded towards the floor waste to permit the drainage of water in accordance to the building code.

- 1.5. The BCA V1:2010, F1.11 Provision of floor wastes, states:

"In a Class 2 or 3 building or Class 4 part of a building, a bathroom or laundry located at any

level above a sole-occupancy unit or public space must have—

(a) a floor waste; and

(b) the floor graded to the floor waste to permit drainage of water."

- 1.6. The ratio of fall in wet areas is required to be between 1:80 and 1:100 in accordance with the building standard.

- 1.7. A fall ratio of 1:80 equates to a fall of 12.5 mm over 1 metre and a fall ratio of 1:100 equates to a fall of 10 mm over 1 metre.

- 1.8. AS 3958.1:2007, D3 Fall ratios, states:

"The recommended ratio of fall within a shower area is between 1:60 and 1:80.

The recommended ratio of fall in other wet areas is between 1:80 and 1:100.

In some circumstances the fall in the floor finishes in the same area may vary.

Where falls steeper than 1:100 are not achievable, the effectiveness of the floor drainage should be confirmed to ensure it meets the primary consideration set down in Paragraph D1 above."

- 1.9. The bathroom floor tiles that have less than the minimum 10 mm of required fall towards the waste outlet is defective work by the builder.

Recommendation

- 1.10. Provide and store waste bags in the basement for rubbish removal.

- 1.11. Provide rubbish removal of larger items from the basement.

- 1.12. Remove the shower screen and dispose of it in the basement for collection.

- 1.13. Remove the plumbing fittings and safely store them for re use.
- 1.14. Remove the tiles and plaster linings to the shower and dispose of them in the waste bags.
- 1.15. Remove the floor and skirting tiles from the rest of the bathroom and dispose of them in the waste bags.
- 1.16. Re supply the plaster linings for the shower enclosure and around the line of the skirting tiles.
- 1.17. Install the new plaster linings to the shower enclosure and around the line of the skirting tiles.
- 1.18. Supply and install a screed to the bathroom floor and shower base.
- 1.19. Waterproof the shower enclosure and the bathroom floor.
- 1.20. Supply new tiles for the bathroom floor and shower enclosure.
- 1.21. Install new tiles to the bathroom floor and shower enclosure.
- 1.22. Supply and install a new shower screen.
- 1.23. Reinstall the plumbing fitting.
- 1.24. Provide a detailed clean of the bathroom and the areas of the apartment that were accessed to carry out the work.

2. Terrace surface drainage

- 2.1. There is efflorescence in many locations of the paved terrace consistent with insufficient fall to the drainage outlet and water ponding on the pavers (refer to Photograph 14 to Photograph 18).
- 2.2. There is between 6 mm to 8 mm of fall over 1 metre towards the stormwater drainage outlet located in the centre of the terrace (refer to Photograph 19 to Photograph 22).
- 2.3. The fall of the pavers is required to prevent water being retained on the surface in accordance to the building standard.
- 2.4. AS 4654.2:2009, 2.4.1 General, makes mention:

“Falls of finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.

The substrate shall be resistant to moisture damage that is caused by condensation forming on the underside.

Preferably the fall shall be in the structural substrate, as an alternative the fall can be formed by a screed over the structural substrate.”

- 2.5. The efflorescence that is a result of water ponding on the pavers is defective work by the builder.

Recommendation

- 2.6. Remove the terrace furniture and place it in storage.

- 2.7. Provide a small bin including a permit for the bin at the front of the property on rotation for the rubbish removal.
- 2.8. Remove the terrace pavers and place them in the bin at the front of the property.
- 2.9. Supply and install a screed to the terrace.
- 2.10. Waterproof the terrace.
- 2.11. Supply new pavers for the terrace.
- 2.12. Install new pavers to the terrace.
- 2.13. Reinstall the terrace furniture from storage.

3. Courtyard wall and render cracking

Cracks to planter boxes

- 3.1. There is cracking in many locations of the courtyard planter box masonry walls consistent with water entering the top of the walls (refer to Photograph 23 to Photograph 26).
- 3.2. There is also cracking to the masonry dividing wall between the apartments consistent with water entering the top of the wall (refer to Photograph 27 to Photograph 28).
- 3.3. The masonry walls of planter boxes and dividing walls of the apartments are required to have a barrier to prevent the upward or downward passage of moisture through the walls in accordance to the building standard.
- 3.4. AS 3700:2001, 2.3.1 Durability, states:

“A masonry member or structure shall withstand the expected wear and deterioration throughout its intended life, taking into account the exposure environment and importance of the structure, without the need for undue maintenance.”
- 3.5. AS 3700:2001, 2.7.2 Design for water penetration, states:

“When moisture penetration is required to be prevented, a masonry member or structure shall be designed, constructed and protected against passage of moisture in accordance with Clause 4.7.”
- 3.6. AS 3700:2001, 4.7.3 Damp-proof courses and flashings, states:

“Damp-proof courses or flashings shall be incorporated into masonry construction where it is necessary-

 - (a) to provide a barrier to the upward or downward passage of moisture through masonry;*
 - (b) to prevent moisture from entering into the interior of a building from the exterior;*
 - (c) to prevent moisture passing across a cavity to the inner leaf; or*
 - (d) to shed moisture through masonry to the outer face.*

Bituminous damp-proof course materials without metal strips shall not be used where the superimposed masonry exceeds either two storeys or 8 m in height.

Sheet material used as damp-proof course shall be at least 20 mm wider than the thickness of the masonry member in which it is placed and shall project from each face.

Over-flashings shall be set to a depth of at least 15 mm into the masonry.”

- 3.7. The masonry walls that don't have a barrier to prevent the upward or downward passage of moisture and the cracking that is a result of the free passage of moisture is defective work by the builder.

Render beads

- 3.8. The render corner beads installed to the top of the rendered walls are rusted and causing the render to delaminate consistent with plain steel beads being used that are for internal use (refer to Photograph 29 to Photograph 30).
- 3.9. Stainless steel render beads are required for external applications in accordance to the manufacturer's installation instructions.
- 3.10. The Rondo Exangle finishing sections installation manual, Renderlock corner beads, makes mention:
- “NOTE: For external applications, use SR02 (stainless steel).”*
- 3.11. The use of plain steel corner beads intended for internal use only in an external application is defective work by the builder.

Recommendation

- 3.12. Provide and install plastic membrane and plywood sheeting to an area of the terrace for the storage of the garden bed materials.
- 3.13. Remove the garden bed materials and store them on the plastic and plywood within the terrace area.
- 3.14. Remove the render corner beads installed to the top of the rendered walls.
- 3.15. Waterproof both sides and the tops of the planter box and dividing walls.
- 3.16. Provide and install stainless steel corner beads to the tops of the previously rendered walls.
- 3.17. Re render the entire planter box and the dividing walls.
- 3.18. Reinstall garden bed materials including an allowance to replenish the planter box.
- 3.19. Remove and dispose of the plastic membrane and plywood sheeting.
- 3.20. Pressure clean the terrace.

Statement

In contemplation that this report may be presented to the Building and Property List of VCAT I state that:

- The details of my address, qualifications and experience are set out in the Curriculum Vitae included as Attachment A
- My area of expertise is the assessment and pricing of building works.
- I have made all the enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.
- I have a paramount duty to the Tribunal and an overriding duty to assist the Tribunal.

This report prepared under the direction of SOBC and signed by



Glenn Edwards

Consultant

Mobile 0417 171 277

Email: mosborne@sobconsulting.com.au

Attachment A Curriculum Vitae – Glenn Edwards

Contact	<p>6 Caledonia Court, Berwick Vic 3806</p> <p>Mobile: 0417 171 277</p> <p>Email: mosborne@sobconsulting.com.au</p>
Expertise	<p>Building Consultant specialising in reporting on building works to residential dwellings, high rise apartments and commercial buildings identifying defects and non-compliance to the relevant Building Code of Australia and Australian Standards.</p> <p>Producing reports and providing expert evidence for use in court and tribunal proceedings such as VCAT. Inspecting properties for the purpose of pre-purchase, selling, owner builder insurance, pre-construction surveys, stage inspections, make good, pre and post-lease reporting, defect and incomplete works reports, detailed costings report, insurance assessments and project management including tender assessments.</p> <p>Reviewing building contractual documents, including plans and specifications for inconsistencies.</p>
Qualifications	<p>Qualified Carpenter and Joiner</p> <p>Registered Building Practitioner DB-U 8106</p>
Experience	<p>Over 41 years' experience in the residential construction industry in the area of new homes including renovations and extensions.</p> <p>Has held various positions with large volume builders including maintenance manager, building/construction manager, building supervisor, personal projects manager for various high end display villages across Melbourne and director of a building company for new homes, extensions and renovations.</p> <p>Has also had experience working as a site foreman on a commercial building site and has experience with plastering and fit out.</p> <p>Experienced in project management from start to finish, preparing costings, ordering material and trades, scope of work, quality control, management & training with major production home builders. Particularly experienced in servicing and delivery high end quality finishes for various display homes.</p> <p>Experienced in quality finishes, completing stage write-ups, mentoring and training, managing site supervisors and maintenance staff, setting up new systems and procedures, dispute resolution, monitoring OH&S compliance</p> <p>Extensive knowledge of building requirements, the Building Act and relevant Codes and Standards. Experienced in providing reports and investigating, identifying and rectifying for the purpose of insurance claims.</p>

Attachment B Photographs



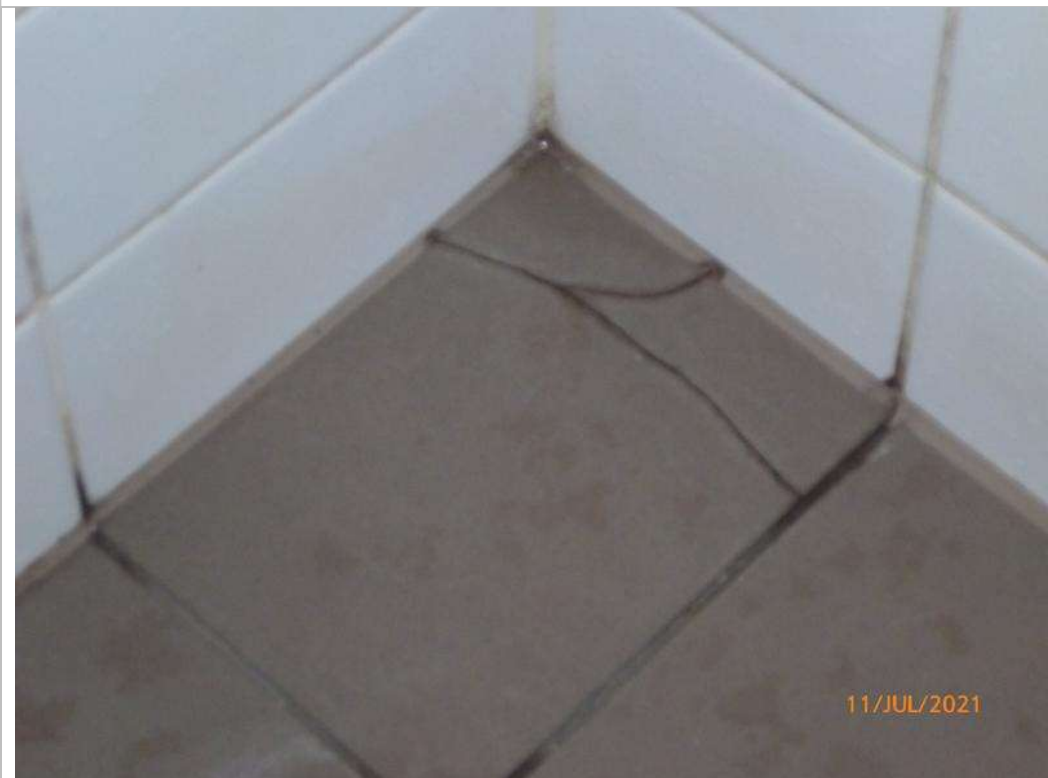
Photograph 1 – Bathroom shower



Photograph 2 – Bathroom shower base



Photograph 3 – Bathroom shower base



Photograph 4 – Bathroom shower base



Photograph 5 – Bathroom shower base



Photograph 6 – Bathroom shower base



Photograph 7 – Bathroom shower base



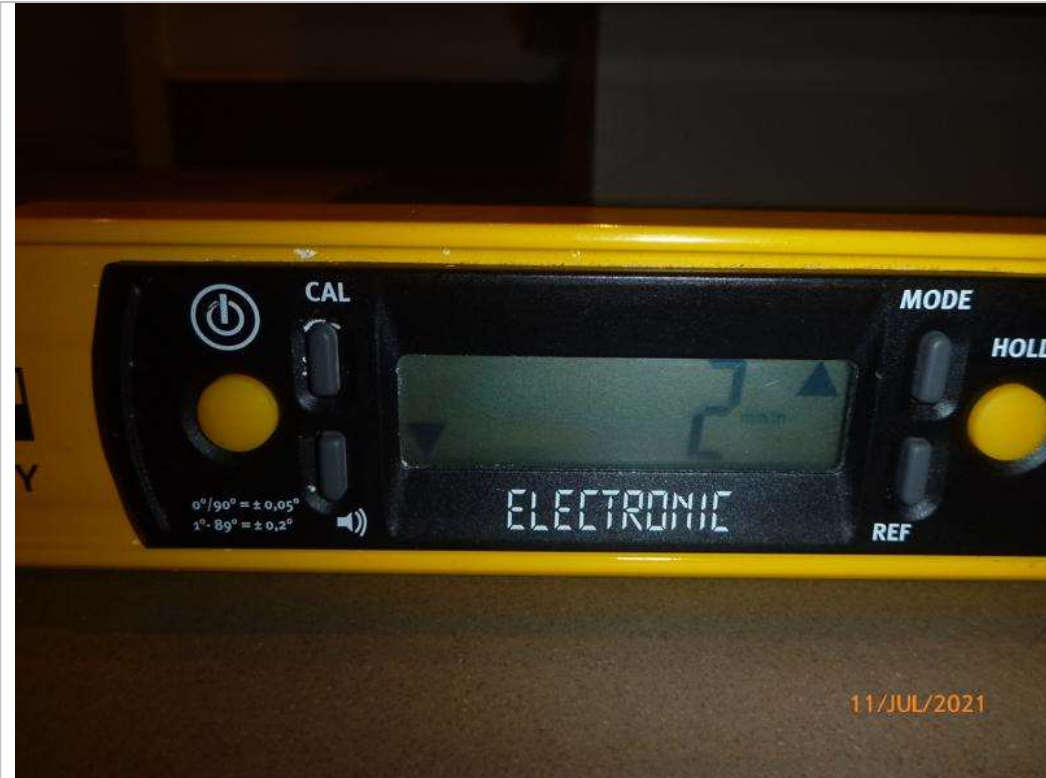
Photograph 8 – Bathroom shower base



Photograph 9 – Bathroom floor



Photograph 10 – Bathroom floor



Photograph 11 – Bathroom floor



Photograph 12 – Bathroom floor



Photograph 13 – Bathroom floor



Photograph 14 – Terrace efflorescence



Photograph 15 – Terrace efflorescence



Photograph 16 – Terrace efflorescence



Photograph 17 – Terrace efflorescence



Photograph 18 – Terrace efflorescence



Photograph 19 – Terrace fall



Photograph 20 – Terrace fall



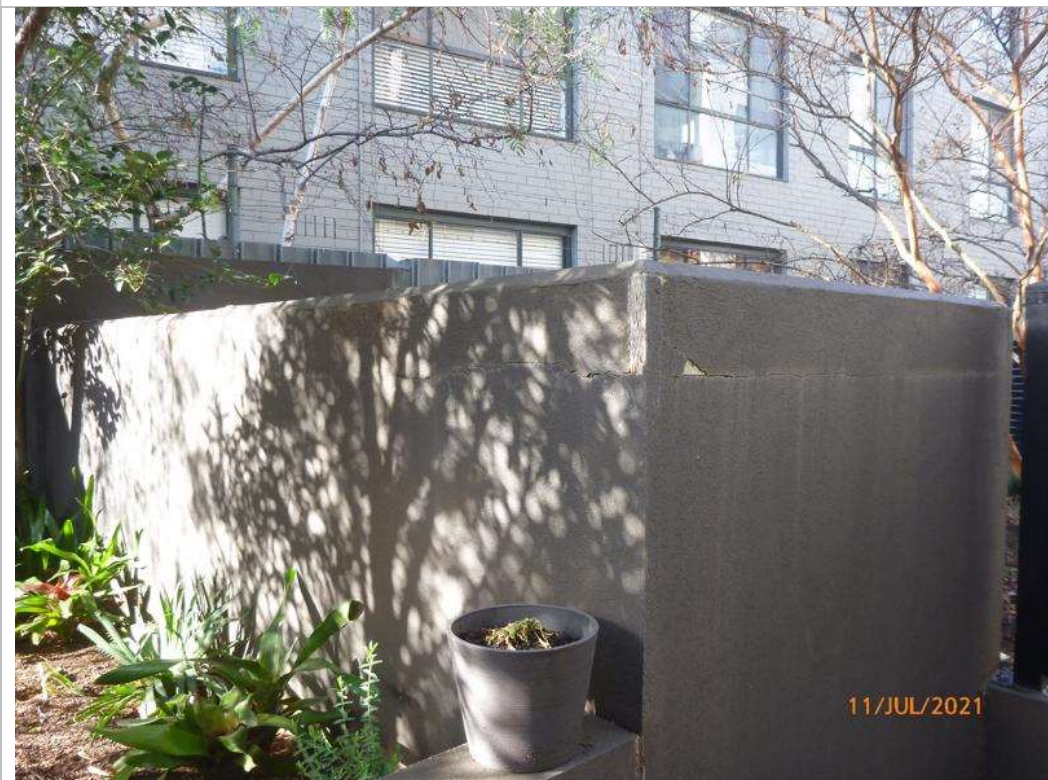
Photograph 21 – Terrace fall



Photograph 22 – Terrace fall



Photograph 23 – Terrace retaining walls



Photograph 24 – Terrace retaining walls



Photograph 25 – Terrace retaining walls



Photograph 26 – Terrace retaining walls



Photograph 27 – Terrace dividing wall



Photograph 28 – Terrace dividing wall



Photograph 29 – Rusted render corner beads



Photograph 30 – Rusted render corner beads

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

ADDRESS OF THE OWNERS CORPORATION:

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

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

PRESENT:

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

Minutes of the meeting:

1 APPOINTMENT OF CHAIRPERSON

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

2 REGISTER ATTENDEES AND PROXIES

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

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

A quorum was not achieved.

Quorum:

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

3 MINUTES

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

4 FINANCIAL STATEMENTS

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

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

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

5 MAINTENANCE REQUIREMENTS

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

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

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

6 MANAGER'S REPORT

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

7 COMMITTEE REPORT

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

8 BUDGET

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

Administration Fund \$269,027.00 including GST

Sinking/Maintenance Fund \$71,500.00 including GST

9 OWNER CONTRIBUTIONS

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

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

10 PENALTY INTEREST

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

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

11 RECOVERY OF MONEY

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

12 INSURANCE REVIEW

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

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

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

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

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

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

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

13 COMMITTEE ELECTION

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

The following committee nominations were received:

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

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

Members unanimously objected to the nomination of lot 215.

Members unanimously approved the following nominations for Committee:

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

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

14 COMMITTEE INSTRUMENT OF DELEGATION

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

15 APPOINTMENT OF MANAGING AGENT

Resolved noted, that contract signed until December 2025.

16 COMMON SEAL

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

17 REVIEW OCCUPATIONAL HEALTH AND SAFETY (OH&S)

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

18 GENERAL BUSINESS

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

19 NEXT ANNUAL GENERAL MEETING

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

Date of this notice: 08 April 2025

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

INTERIM REPORTS

for the financial year to 31/01/2026

Owners Corporation 635269M

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

Manager: Mari Deak

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Balance Sheet

As at 31/01/2026

OC Plan 635269M

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

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	46,573.72
Owners Equity--Admin	115,707.44
	162,281.16
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	1,903.99
Owners Equity--Maintenance	145,529.39
	147,433.38
Net owners' funds	\$309,714.54
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	149,606.41
Receivable--Levies--Admin	7,704.03
Receivable--Owners--Admin	856.75
	158,167.19
Maintenance Fund	
Cash at Bank--Maintenance	61,477.89
Receivable--Levies--Maintenance	2,047.62
Investments--1--Maintenance	61,958.08
Investments--2--Maintenance	10,316.28
Investments--3--Maintenance	10,316.28
Investments--4--Maintenance	10,316.28
	156,432.43
Unallocated Money	0.00
<i>Total assets</i>	314,599.62
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	3,048.83
Prepaid Levies--Admin	1,588.91
	4,637.74
Maintenance Fund	
Creditor--GST--Maintenance	(1,043.98)
Creditors--Other--Maintenance	869.00
Prepaid Levies--Maintenance	422.32
	247.34
Unallocated Money	0.00
<i>Total liabilities</i>	4,885.08

Net assets

Current period

\$309,714.54

Income & Expenses Report for the financial year-to-date 01/12/2025 to 31/01/2026

OC Plan 635269M

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

Administrative Fund

	Current period 01/12/2025-31/01/2026	Previous year 01/12/2024-30/11/2025
Revenue		
142500 Interest on Arrears--Admin	(0.08)	(39.78)
143000 Levies Due--Admin	61,143.93	244,573.04
145004 Recovery--Other	0.00	68.00
145005 Recovery--Owner	45.45	3,297.63
<i>Total revenue</i>	61,189.30	247,898.89
Less expenses		
150200 Admin--Accounting	181.82	320.00
150201 Admin--Accounting--BAS Preparation	0.00	400.00
153800 Admin--Agent Disbursements	591.66	3,549.96
150800 Admin--Auditors--Audit Services	0.00	915.00
153200 Admin--Legal & Debt Collection Fees	(0.04)	(0.01)
154001 Admin--Management Fees for Service	120.00	925.45
154000 Admin--Management Fees--Standard	3,550.00	21,300.00
154200 Admin--Meeting Room Expenses	0.00	90.91
159100 Insurance--Premiums	0.00	44,182.66
163000 Maint Bldg--Cleaning	5,788.45	70,133.19
164800 Maint Bldg--Electrical	0.00	718.98
165203 Maint Bldg--ESM Compliance	1,726.32	13,474.02
165205 Maint Bldg--Essential Services	0.00	2,835.00
167200 Maint Bldg--General Repairs	0.00	6,205.84
169600 Maint Bldg--Intercom	0.00	344.50
170200 Maint Bldg--Lift	0.00	6,240.33
170600 Maint Bldg--Locks, Keys. Cards & Remotes	1,443.70	1,927.25
172200 Maint Bldg--Plumbing & Drainage	0.00	7,172.24
172400 Maint Bldg--Pumps	0.00	448.00
177600 Maint Grounds--Gates	948.00	3,421.00
190200 Utility--Electricity	0.00	4,423.02
190400 Utility--Gas	265.67	1,541.37
191200 Utility--Water & Sewerage	0.00	38.00
<i>Total expenses</i>	14,615.58	190,606.71
Surplus/Deficit	46,573.72	57,292.18
Opening balance	115,707.44	49,663.55
Closing balance	\$162,281.16	\$106,955.73

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

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

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No **635269M**

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

This certificate is issued for Lot 16, apartment 12 on Plan of Subdivision No **635269M**

Postal address is

The Richmond
12/41-49 York Street
RICHMOND VIC 3121

Applicant for the certificate is InfoTrack on behalf of Fast Settle Pty Ltd

Address for delivery of certificate ownerscorp@infotrack.com.au

Date that the application was received 23 January 2026

IMPORTANT:

The information in this certificate is issued on **11 February 2026**.

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

1. The current annual fees for the lot are \$4,529.80 and made up of the following:

Administrative Fund	\$3,578.60
Maintenance Fund	\$951.20

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

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

- The date up to which the fees for the lot have been paid is 28 February 2026
- The total of any unpaid fees or charges for the lot is: Nil
- The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: No known special levies at this stage.
- Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: If so, then provide details: Nil

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

External painting of the façade, utilising existing funds saved – to be undertaken as next project.

There is a building inspection report for this lot. See attached.

6. The owners corporation has the following insurance cover:

Policy No. 06S2154082 CHU Underwriting Agencies Pty Ltd

Next due: 30/05/2026

<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
Building	\$33,682,280.00	\$5,000.00	
Loss of Rent	\$5,052,342.00	\$0.00	
Public Liability	\$30,000,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	
Fidelity Guarantee	\$250,000.00	\$0.00	
Office Bearers Liability	\$5,000,000.00	\$0.00	
Catastrophe	\$5,052,342.00	\$0.00	
Govt. Audit Costs	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00	

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

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

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

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

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

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

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

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

There are no notices or orders as at 11 February 2026.

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: Nil

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

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

Telephone: 03 9858 2730

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

No administrator is appointed.

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

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

NOTE:

More information can be obtained by an inspection of the owners corporation register.
Please make your request to inspect the owners corporation register in writing to:

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

Telephone: 03 9858 2730

Date: 11 February 2026

This owners corporation certificate was prepared by:



.....(signature)

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

admin@strata-connect.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

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

1. Definitions

In these rules:

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

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

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

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

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

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

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

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

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

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

"Governmental Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the Subdivision Act 1988;

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

"Land" means all the land in the Plan;

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

"Member" means a member of the Owners Corporation;

"Plan" means Plan of Subdivision No. PS635269M

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

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

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

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

2. Use of Lots

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

- 2.1 Use or permit the Lot to be used for any purpose which is illegal or injurious to the reputation of the building or causes a nuisance or hazard to any other Member or occupier of any Lot or the families or visitors of any such Member or occupier; or
- 2.2 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials over any balconies or out of any doors or windows forming part of any Lot; or
- 2.3. Make or permit to be made any noise on that Member's Lot which may be heard outside that Member's Lot between the hours of 12.00pm midnight and 7.30am; or
- 2.4 Use a washing machine or dryer between the hours of 10.00pm and 7.00am; or
- 2.5 Do or permit anything which may invalidate, suspend or increase the premium for any insurance affected by the Owners Corporation.

3. Use of Common Property – General

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

- 3.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the families or visitors of any such Member or occupier;
- 3.2 Make or permit to be made any undue noise in or about the Common Property;
- 3.3 Smoke on the Common Property including, without limitation, in the stairwells, lifts, foyers, carpark lobbies, and areas set aside for plant and storage;
- 3.4 Permit any child under the control of any such Member or any occupier of any such Member's Lot to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless accompanied by an adult;
- 3.5 Dispose or permit disposal of cigarette butts, cigarette ash or any other materials on the Common Property;
- 3.6 Do or allow to be done anything on the Common Property which causes a nuisance to the Owners Corporation or a Member or any occupier of a Member's Lot;
- 3.7 Obstruct any halls, passage ways, stairways or lifts of the Common Property;
- 3.8 Hold or allow to be held any public auction on or near the Common Property unless first approved by the Manager;
- 3.9 Each Member must not, and must ensure that the occupier of a Member's Lot must not, park or leave a vehicle:
 - 3.9.1 on the Common Property so as to obstruct any driveway or entrance to a Lot; or
 - 3.9.2 in any place other than a parking area specified for such purpose by the Owners Corporation;
- 3.10 Permit or store any items or materials other than a motor vehicle, motor cycle, boat, trailer or bicycle on any Lot allocated for parking;
- 3.11 Do or permit anything which might cause structural damage including, without limitation, bringing any heavy article onto the Common Property without the consent of the Owners Corporation;
- 3.12 Do anything to damage or deface the Common Property;
- 3.13 Interfere with any personal property owned by the Owners Corporation;

- 3.14 Interfere with the operation of any equipment installed in the Common Property;
- 3.15 Use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation.

4. Moving In – Moving Out

- 4.1 A Member must, and must ensure that the occupier of a Member's Lot must, when moving into or out of his or her Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move. Only those Members or occupiers that have written authorisation from the Manager will be permitted to move in or out;
- 4.2 Each Member must not, and must ensure that the occupier of a Member's Lot must not, move any article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary.

5. Damage to Common Property

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

6. Security

- 6.1 A Member must, and must ensure that the occupier of a Member's Lot complies with the reasonable requirements of the Manager for the security of the Common Property;
- 6.2 The Owners Corporation must take all reasonable steps to ensure the security of the Building from intruders and to preserve the safety of the Building from fire or other hazard and if it considers it necessary or desirable it may, without limitation:
 - 6.2.1 close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - 6.2.2 permit, to the exclusion of each Member and the occupier of a Member's Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Building; and
- 6.3 The Owners Corporation may make rules and regulations to ensure the security of the Building from intruders;

- 6.4 If the Owners Corporation restricts the access of Members and the occupier of a Member's Lot under these rules the Owners Corporation must make available to each Member and the occupier of a Member's Lot free of charge the number of security keys which the Owners Corporation considers reasonably necessary. The Owners Corporation may charge a reasonable fee for any additional security key required by a Member;
- 6.5 Each Member must exercise a high degree of caution and responsibility in making a security device available for use by an occupier of that Member's Lot including without limitation, entering into an appropriate agreement in any lease or licence agreement of the Lot to ensure return of the security device to the Member or the Manager upon expiry of the occupiers lease or licence;
- 6.6 A Member must, and must ensure that the occupier of a Member's Lot in possession of a security device must:
- 6.6.1 not duplicate or permit the security device to be duplicated, (other than the standard common property key); and
- 6.6.2 take all reasonable steps to ensure that the security device is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Manager.
- 6.7 A Member must, and must ensure that the occupier of a Member's Lot must, promptly notify the Manager if a security device is lost or destroyed.

7. Notification

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

8. Owners Corporation Fees

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to his or her unit liability on or before 1 July, 1 October, 1 January and 1 April each year, or on such other dates as determined by the Owners Corporation;
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

9. Compliance with Laws

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

10. Appearance of Lot

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

- 10.1 Without prior written consent of the Owners Corporation, alter or permit to be altered the exterior walls of the Lot;
- 10.2 Without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 10.3 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 10.4 Install or permit to be installed in any part of a Lot used for car parking or storage purposes any bars, screens or grilles not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- 10.5 Operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common Property, another Lot or another part of the Building;
- 10.6 Without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- 10.7 Install or operate any intruder alarm which emits an audible signal that does not have a cut out and reset capability;
- 10.8 Allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 10.9 Install any external wireless, television aerial, sky-dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building without the prior written consent of the Owners Corporation; and
- 10.10 Allow any part of the Lot, including any balcony, garden, courtyard, carpark or storage area to become unkempt, unsightly, untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the Building nor place or have any washing, towel, bedding, clothing or other article so as to be visible from the Common Property or outside the Building without the written consent of the Owners Corporation.

10.11 Lots not properly maintained:

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

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

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

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

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

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

10.12 Cost of repairs, maintenance or other work

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

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

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

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

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

10.14 What notice of entry must be given?

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

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

(b) there is an emergency.

10.14.2 In this Rule—

emergency includes—

- (a) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service; and
- (b) a leak or a similar problem requiring prompt attention; and
- (c) cracking or a similar structural problem likely to affect the immediate safety of a building or any person.

11. Fire Control

- 11.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 11.2 The Owners Corporation or a Member must, as appropriate:
 - 11.2.1 consult with any Governmental Agency as to an appropriate fire alarm and fire sprinkler system for the lot;
 - 11.2.2 ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Lot to the satisfaction of all relevant Governmental Agencies; and
 - 11.2.3 take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.
- 11.3 A Member must not, and must ensure that the occupier of a Member's Lot must not, store on the Lot or the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other materials used or intended to be used in connection with the permitted use of the Lot.

12. Air-conditioning and Heating

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

13. Occupiers and Invitees

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

- 13.2 Without limiting paragraph 13.1, a Member must ensure that a copy of these Rules is given to an occupier of that Member's Lot before such occupier enters possession of that Lot. If a Member and the occupier of that Member's Lot enter into a lease or any other form of agreement allowing another person to occupy that Member's Lot, the Member must ensure that the lease contains a condition that the occupier agrees to comply with and be bound by these Rules;
- 13.3 Within 30 days of a Member entering into a lease or any other form of agreement allowing another person to occupy that Member's Lot, that Member must deliver to the Manager an acknowledgement signed by the occupier of the Lot that the occupier has received these Rules.

14. Pets and Animals

- 14.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, keep any animal on a Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- 14.2 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to them does not urinate or defecate on the Common Property;
- 14.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that any animal belonging to the Member must be kept on a lead or carried or in a cage while on the Common Property;

15. Garbage

- 15.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose;
- 15.2 A Member must, and must ensure that the occupier of a Member's Lot must, dispose of garbage in a manner specified by the Owners Corporation from time to time but otherwise:
 - 15.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - 15.2.2 recyclable items, without limitation, paper, cardboard and plastic, as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - 15.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated receptacle situated on the Common Property.

16. Storage of Bicycles

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

17. Signs, blinds, curtains and awnings

- 17.1 A Member must not erect or affix any sign or notice to any part of the Member's Lot advertising the sale or lease of the Lot;
- 17.2 A Member must not, and must ensure that the occupier of a Member's Lot must not, erect or affix any sign or notice to any part of the Common Property without the prior written consent of the Owners Corporation or the Manager;
- 17.3 The Owners Corporation or the Manager has the right to determine the location and dimension of any sign or notice referred to in Rule 17.2 and a Member or occupier of a Member's Lot must comply with any such determination;
- 17.4 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any internal blinds or curtains other than specified in Schedule A of these rules.
- 17.5 A Member must not, and must ensure that the occupier of a Member's Lot must not, affix any external blind or awning to the Lot without the consent of the Owners Corporation.

18. Mail

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

19. Building works

- 19.1 A Member must not, and must ensure that the occupier of a Member's Lot must not, undertake any building works to a Lot except in accordance with the following requirements:
- 19.1.1 all requisite permits, approvals and consents for any building works must first be obtained and copies must be given to the Owners Corporation;
- 19.1.2 building works must be carried out in accordance with the permits approvals and consents specified in clause 19.1.1;

- 19.1.3 building works must be carried out in a reasonable manner so as to minimise to a reasonable level any nuisance, annoyance, disturbance and inconvenience from building works to other Lot owners and occupiers; and
 - 19.1.4 building works may only be undertaken from Monday to Friday between the hours of 8.00am to 4.00pm.
- 19.2 The Member, or occupier of the Member's Lot must not commence any building works until the Member or occupier:
- 19.2.1 submits to the Owners Corporation plans and specifications of the proposed building works by the Member or occupier;
 - 19.2.2 supplies to the Owners Corporation such further particulars of those proposed building works as the Owners Corporation may request to enable the Owners Corporation to be satisfied that the proposed building works accord with the aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - 19.2.3 receives written approval for the building works from the Owners Corporation, which approval may be given subject to the condition that the reasonable costs of the Owners Corporation (which costs may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval is not effective until such costs have been paid; and
 - 19.2.4 pays such reasonable costs to the Owners Corporation.
- 19.3 A Member must, and must ensure that the occupier of a Member's Lot must, ensure that all servants, agents and contractors undertaking building works comply with the proper and reasonable directions of the Owners Corporation about the method of building operations, means of access, use of Common Property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

20. Rules Subject to Rights of Developer

- 20.1 In case of any inconsistency between the Rules and the rights of the Developer under these Rules, the Developer's rights must prevail and all other Members and occupiers and the Owners Corporation must not seek to enforce the Rules against the Developer where to do so would conflict with these Developer's rights.
- 20.2 A Member or occupier must comply with the terms of any development agreement between the Developer and the Owners Corporation that is disclosed to the Member or occupier.
- 20.3 Notwithstanding anything to the contrary herein contained, these Rules (other than this Rule 20) do not apply to and, are not enforceable against the Developer or its mortgagee or chargee, for so long as any of the following apply:
 - 20.3.1 the Developer and/or its equity partners (if any) is a Member or occupier;
 - 20.3.2 any mortgagee or chargee of the Developer has an interest in any Lot; or
 - 20.3.3 the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

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

- 20.4 The Developer and its equity partners (if any), its mortgagees and chargees must be and are by this Rule, authorised by each and every Member and by the Owners Corporation to:
 - 20.4.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Building; and
 - 20.4.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Building; and
 - 20.4.3 exclude all and any Members or occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Building; and
 - 20.4.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and
 - 20.4.5 grant rights to use or access through or over the Common Property to third parties on such terms and

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

- 20.4.6 limit or restrict access to certain areas of the Land including areas of the Common Property in order to expeditiously complete the Building; and
- 20.4.7 use whatever rights of way and/or points of egress and ingress to the Building as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Building in order to carry out any works,

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

- 20.5 The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Building. A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule or contravene any right or reprieve afforded to the Developer under this Rule.
- 20.6 In exercising its rights under this Rule, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the satisfactory completion of the building. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

21. Enforcement of Domestic Building Contract

- 21.1 This Rule applies when the Initial Owner (which may be the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.
- 21.2 If the Initial Owner takes steps contemplated by Rule 21.1, the Initial Owner may:
 - 21.2.1 make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;

- 21.2.2 exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
 - 21.2.3 settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; or
 - 21.2.4 take any other enforcement action the Initial Owner considers appropriate in the circumstances.
- 21.3 A Member must not require the Initial Owner to take any further steps other than those listed in Rule 21.2.
- 21.4 The Members must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.
- 21.5 Where the Initial Owner is required or has elected to enforce any Domestic Building Contract, a Member or occupier must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Initial Owner to take remedial action, repair, rectify, alter or amend any component of the Common Property. Members and Occupiers must follow any safety instruction or procedure put in place to protect the safety of occupiers, workers, pedestrians, or the Building. A Member or occupier, the Owners Corporation in general or any Member or the Owners Corporation must not take any action to prevent any Domestic Building Contract being enforced by the Initial Owner.

22. Use Restrictions

- 22.1 The Member or occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express and prior written consent of the Owners Corporation.
- 22.2 The Member or occupier is prohibited from granting any residential tenancy agreements of any Lot for less than two (2) months.
- 22.3 If authorized to do so by the Owners Corporation, the Member or occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- 22.3.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
 - 22.3.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant authority from time to time are complied with; and
 - 22.3.3 the trade, business or other commercial use can be carried on and is carried on without causing undue

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

23. Balconies

A Member or occupier:

- 23.1 must not hang or permit to be hung any clothes or other articles including wind chimes on any balconies, windows, stairways or any part of the Common Property or any part of the exterior of the Lot so as to be visible or audible from the outside of the Lot;
- 23.2 must not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertaking any building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;
- 23.3 must ensure that any barbeques, pot plants and outdoor furniture and other movable objects kept on the balcony to their Lot is secured against strong winds and where necessary remove any loose items from balconies which may be dislodged during periods of strong winds;
- 23.4 must not temporarily or permanently fix or otherwise install on any balcony to their Lot, any equipment or apparatus of any kind (including, any external blind, light fitting, awning, air conditioning unit, antenna or satellite dish);
- 23.5 must ensure that no rubbish, residue or overflow is expelled onto another Lot at all or onto Common Property when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;
- 23.6 must ensure that when watering or cleaning any balcony, terrace or garden area that forms part of the Lot, the water does not fall onto lower Lots;
- 23.7 must grant and provide to the Owners Corporation, upon the Member or occupier being given 5 calendar days prior written notice, access to any balcony forming part of the Member's or occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;
- 23.8 must ensure building materials related to any building works are not stacked or stored in or on balcony areas.

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

24. Signage and Other Licences

- 24.1 The Owners Corporation may grant the Developer:
- 24.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Building;
 - 24.1.2 a licence to host promotional events in the main lobby area;
 - 24.1.3 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
 - 24.1.4 allow the Developer's representatives and their invitees to conduct selling activities from a Lot which will serve as a display unit,
- provided the Developer use its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
- 24.2 A Member or occupier of the Lot must not hinder or impede the Developer from exercising its rights under any agreement entered into under this Rule.
- 24.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule.
- 24.4 A Member or Occupier must not use any part of the Common Property in respect of which exclusive use and enjoyment rights have be given, granted, or licensed by the Owners Corporation from time to time including any management rights granted to the Manager.
- 24.5 A Member must not propose or vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule.

25. Disputes and Complaints

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

- 25.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
- 25.3.1 arrange a meeting between the parties to resolve the Dispute; or
 - 25.3.2 waive the requirement for the parties to meet.
- 25.4 Notwithstanding the course of action elected by the Committee under Rule 25.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.
- 25.5 Without limiting the generality of this Rule, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:
- 25.5.1 arrange a meeting between the parties to resolve the Dispute; or
 - 25.5.2 waive the requirement for the parties to meet.
- 25.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 25.3 or 25.5.2, the parties may revert to the dispute resolution mechanisms set out in the Act or other law.

26. Services

- 26.1 A Member or occupier must not do anything or permit anything to be done on or in relation to their Lot or in the Common Property so that:
- 26.1.1 any service, structure or function provided by that Lot or the Common Property for any other Lot is interfered with;
 - 26.1.2 the structural and functional integrity of any part of the Common Property is impaired; or
 - 26.1.3 the provision of services to or through the Lot or Common Property is interfered with.

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

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

**OWNERS CORPORATION RULES
THE RICHMOND
PS635269M**

SCHEDULE A

INTERNAL BLINDS / CURTAINS

Only the following can be installed as window coverings:

Specifications:

Composition: 100% Polyester

Coating: Pigmented acrylic

Thickness: 0.40mm

Light fastness: ->7 fully fade resistant

Opacity: Blockout, test to AS-2663-1999

Protection: Mould and mildew protection

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

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

Type and Colour:

Bedrooms

Elements Blockout

Colour: Pearl

Living Areas

Elements Translucent

Colour: Pearl