

Contract of Sale of Real Estate

Property address **UNIT 302 20 BEDFORD STREET RESERVOIR VIC 3073**

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
- in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2024

Print name(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: **MARK PHILLIP LACEY**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- * you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- * you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- * you bought the land within 3 clear business days after a publicly advertised auction was held; or
- * the property is used primarily for industrial or commercial purposes; or
- * the property is more than 20 hectares in size and is used primarily for farming; or
- * you and the vendor have 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob: 0449 094 844 Fax: 03 9464 3177 Ref:

Vendor

MARK PHILLIP LACEY

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732 Mob: Fax: Ref: AJ:24/2703AJ

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:..... Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11815 Folio 678	302	PS736075N

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **UNIT 302 20 BEDFORD STREET RESERVOIR VIC 3073**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 14 and 17)

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

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 17)

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
- 14 days 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 words '**subject to lease**' appear in this box in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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.

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
 - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
 - 3.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - 3.4 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.
 - 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
 - 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
 - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
 - 3.9 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.
 - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
 - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 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.

5.4 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.

5.5 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.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

5.9 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 of 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.

5.10 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.

5.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's 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*

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.

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
 - 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
 - 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
 - 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 General Condition 12 is Deleted from this Contract.

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8.

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.9 The Purchaser agrees to make their own enquiries with any authority or Party they may presume applicable or relevant of any particulars of any notice, order, declaration, deed, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, and the Purchaser agrees to assume, to the fullest extent permitted by law or equity, complete responsibility and liability for and comply with all the requirements and obligations of all notices, orders, declarations, deeds, reports or recommendations served in the respect of the Property, including any Notice, Order, declaration, deed, report or recommendation contained in the Contract herein, if any, whether the service is on the Vendor or otherwise, on or before or after the day of sale or settlement. Failure of disclosure of any such notices or orders, declaration, deed, report or recommendation to the Purchaser or failure of compliance with any notices or orders, declaration, deed, report or recommendation by the Vendor does not constitute a defect in the vendor's title or affects the validity of this contract and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind the Contract whatsoever because of this special condition.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.

- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

- 15.1** Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
 - 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
 - 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
 - 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
 - 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:

- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which 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 differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

27. NO CLAIM FOR DAMAGES OR COMPENSATION

The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of:

27.1 the state of cleanliness of any improvement erected on the land herein sold; or

27.2 the Vendor leaving on the land herein sold or any improvement erected thereon any item or thing; and the Purchaser shall not be entitled to require the Vendor to remove the same

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2024 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....

Witness

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 in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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:
- must not exceed 10% of the price; and
 - 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:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - 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
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - 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:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
 - (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.

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](https://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.

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.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	UNIT 302 20 BEDFORD STREET RESERVOIR VIC 3073	
Vendor's name	MARK PHILLIP LACEY	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) Are contained in the attached certificate/s.

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

	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

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 documents.

(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 easement, covenant 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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4. Planning Scheme

Attached is a certificate with the required specified information.

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:

Are contained in the attached certificates and/or statements, if any. None to the Vendor's knowledge save for those disclosed herein. The Vendor has no means of knowing particulars of such notices, orders, declarations, reports, recommendations or approved proposals and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any. None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

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:

Are contained in the attached certificates and/or statements, if any. None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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*.

Not Applicable.

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.)

- Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

Page 1 of 2

VOLUME 11815 FOLIO 678

Security no : 124114167064T
Produced 15/04/2024 11:09 AM

LAND DESCRIPTION

Lot 302 on Plan of Subdivision 736075N.

PARENT TITLES :

Volume 06444 Folio 601 Volume 11076 Folio 118

Created by instrument PS736075N 31/08/2016

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MARK PHILLIP LACEY of UNIT 302 20 BEDFORD STREET RESERVOIR VIC 3073
AV443507N 18/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV443508L 18/03/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT as to part 1800312 07/01/1941

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 PS736075N 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 302 20 BEDFORD STREET RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 18/03/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS736075N

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

DOCUMENT END

INFORMATION ONLY



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS736075N
Number of Pages (excluding this cover sheet)	13
Document Assembled	15/04/2024 11:09

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<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	STAGE -	<h1>PS 736075N</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: KEELBUNDORA</p> <p>TOWNSHIP: ----</p> <p>SECTION: ----</p> <p>CROWN ALLOTMENT: ----</p> <p>CROWN PORTION: 11 (PART)</p> <p>TITLE REFERENCE: Vol. 11076 Fol. 118 Vol. 6444 Fol. 601</p> <p>LAST PLAN REFERENCE: Lots 17 & 18 on LP 10186</p> <p>POSTAL ADDRESS: 952-954 HIGH STREET (at time of subdivision) RESERVOIR 3073</p> <p>MGA CO-ORDINATES: E: 324410 ZONE: 55 (of approx centre of land N: 5823640 GDA 94 in plan)</p>	<p>Council Name: Darebin City Council</p> <p>Council Reference Number: SUB/182/2015 Planning Permit Reference: D/739/2015 SPEAR Reference Number: S073956B</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification</p> <p>Digitally signed by: Sarah Chiang for Darebin City Council on 27/06/2016</p>
---	--

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. See Owners Corporation search report(s) for detail</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' INTERIOR FACE: ALL OTHER BOUNDARIES</p> <p>COMMON PROPERTY NO. 1 IS ALL THE LAND IN THE PLAN EXCEPT FOR THE LOTS & INCLUDES THE STRUCTURE OF THE RELEVANT WALLS, FLOORS OR CEILINGS THAT DEFINE BOUNDARIES EXCEPT FOR THOSE SHOWN MARKED 'M'.</p> <p>ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITION OF THE DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
<p>SURVEY: This plan is/is not based on survey.</p> <p>STAGING: This is/is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>					
<p>--- - DENOTES STRUCTURE (NON-BOUNDARY)</p> <p>CP1 - COMMON PROPERTY 1</p>					

EASEMENT INFORMATION

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

Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 101, 105 & A IN THIS PLAN LOT 201 IN THIS PLAN LOTS 302, 304 & 402 IN THIS PLAN LOTS 401 & 403 ON THIS PLAN
E-2	CARRIAGEWAY	SEE PLAN	THIS PLAN	
E-3	CARRIAGEWAY	SEE PLAN	THIS PLAN	
E-4	CARRIAGEWAY	SEE PLAN	THIS PLAN	

<p>PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au</p>	<p>SURVEYORS FILE REF: 10676</p> <p>Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying), Surveyor's Plan Version (6), 21/06/2016 Amended: 30/08/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 12:34 PM DATE: 31/08/2016 R.I. Assistant Registrar of Titles</p>	<p>SHEET 1 OF 13 SHEETS</p>
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PS 736075N

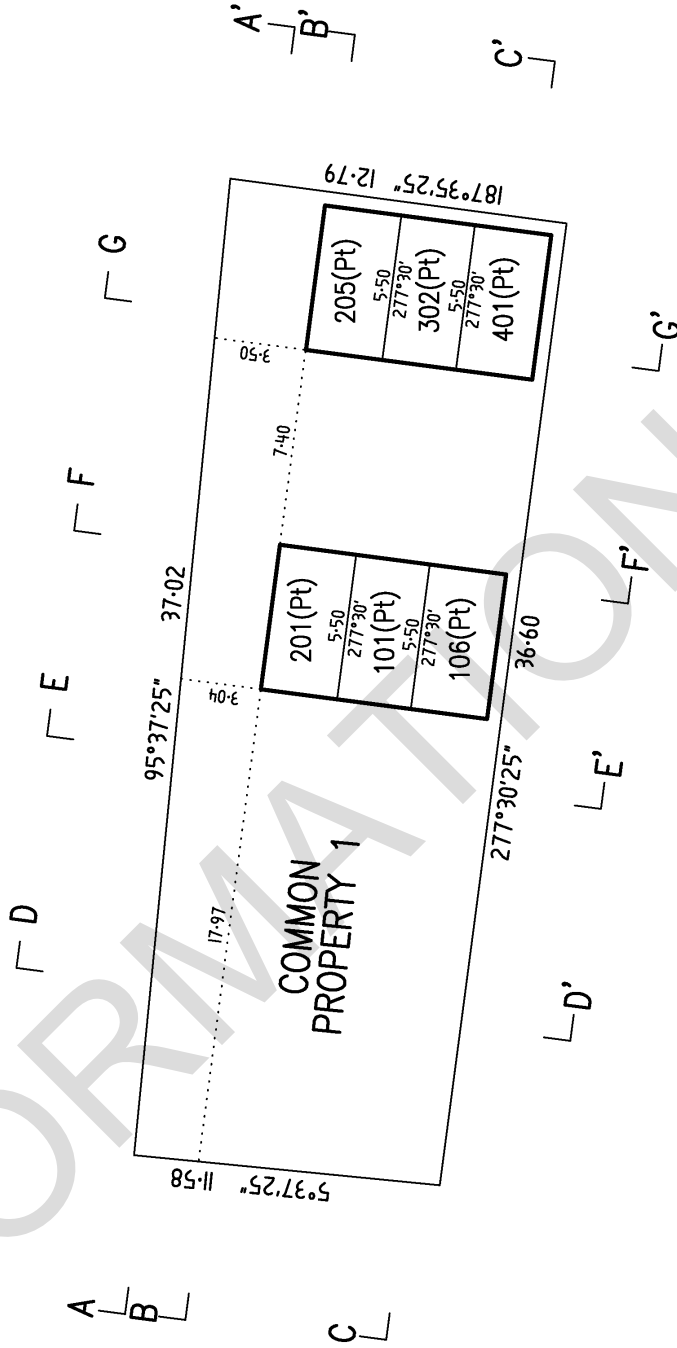
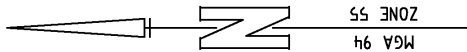


DIAGRAM 1
BASEMENT STOREY

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SCALE
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2 4 6 8
LENGTHS ARE IN METRES

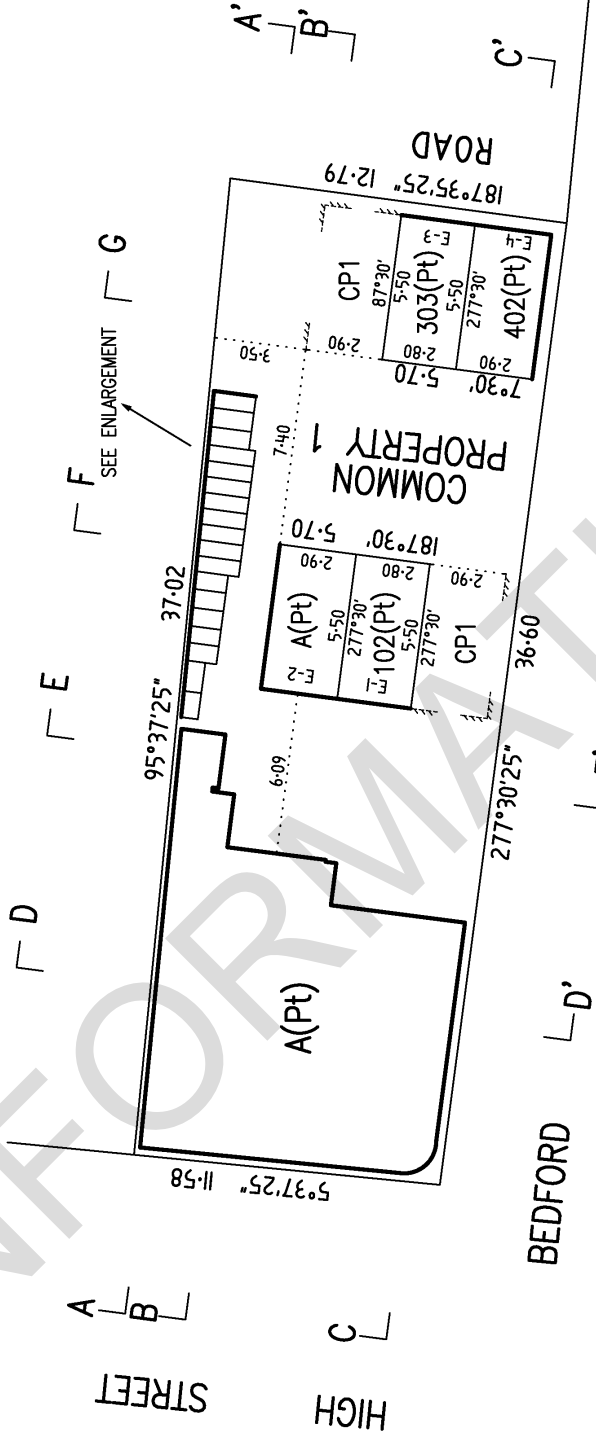
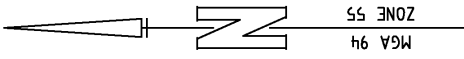
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SHEET 2

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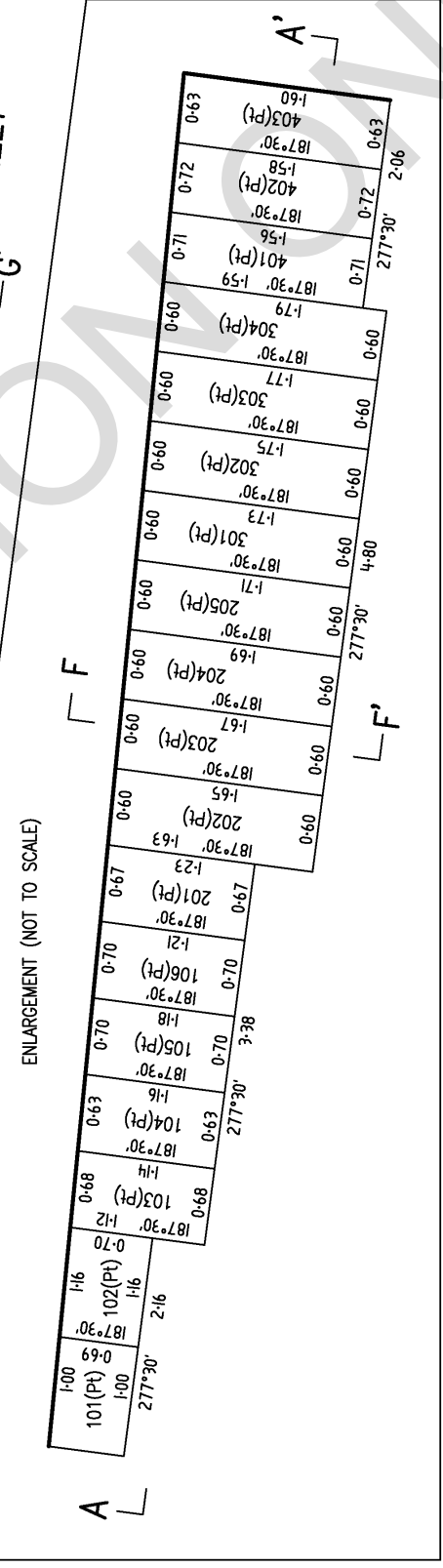


BEDFORD STREET

HIGH STREET

ROAD

DIAGRAM 2
G1 STOREY



ENLARGEMENT (NOT TO SCALE)

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SHEET 3

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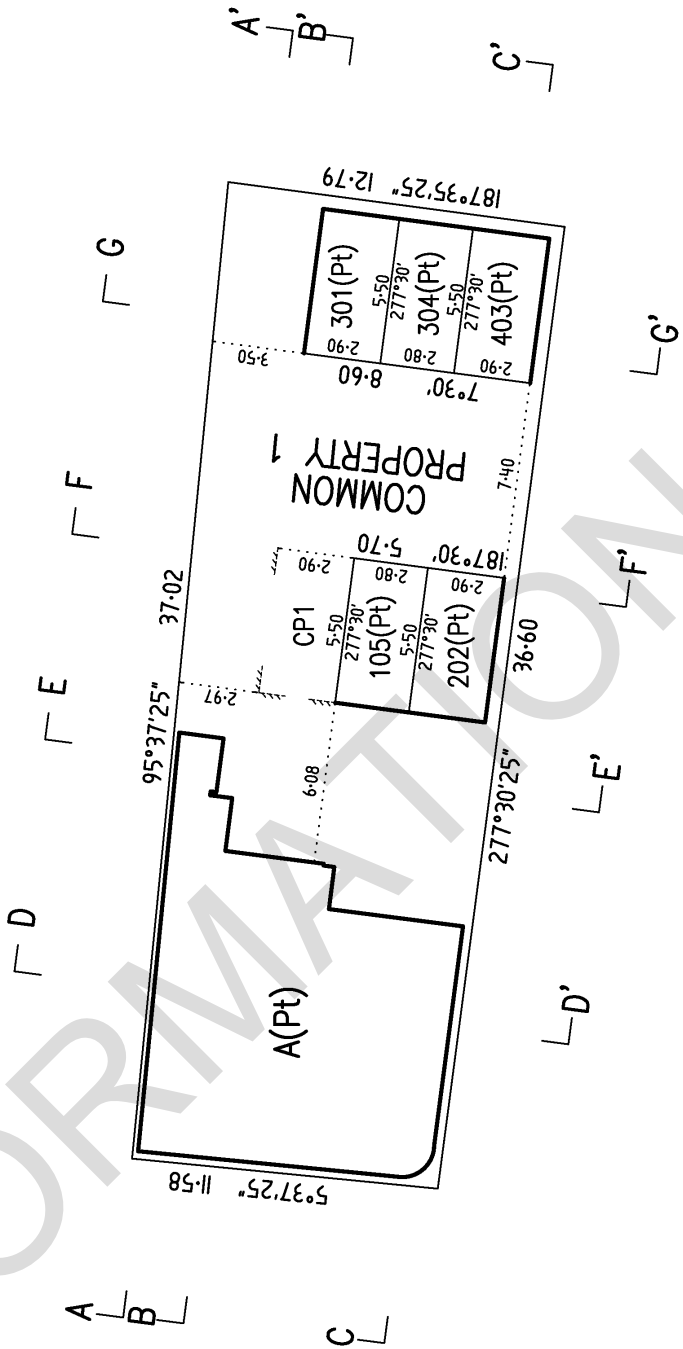
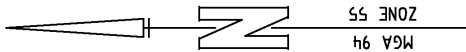


DIAGRAM 3
G2 STOREY

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SHEET 4

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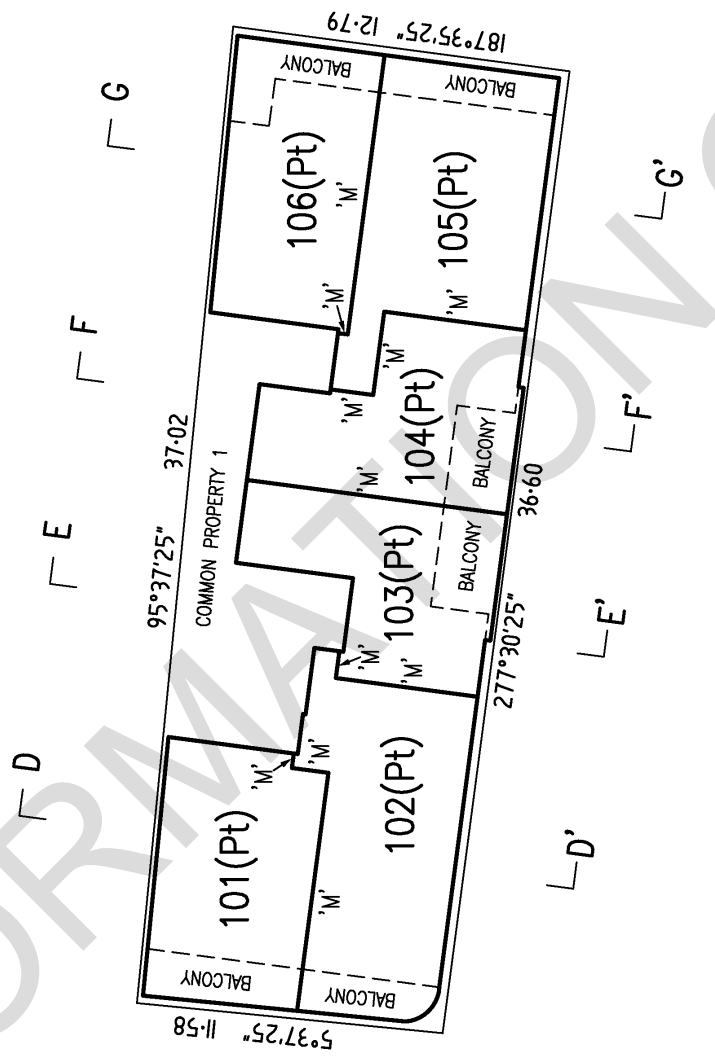
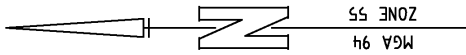
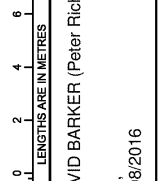


DIAGRAM 4
FIRST STOREY

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SHEET 5

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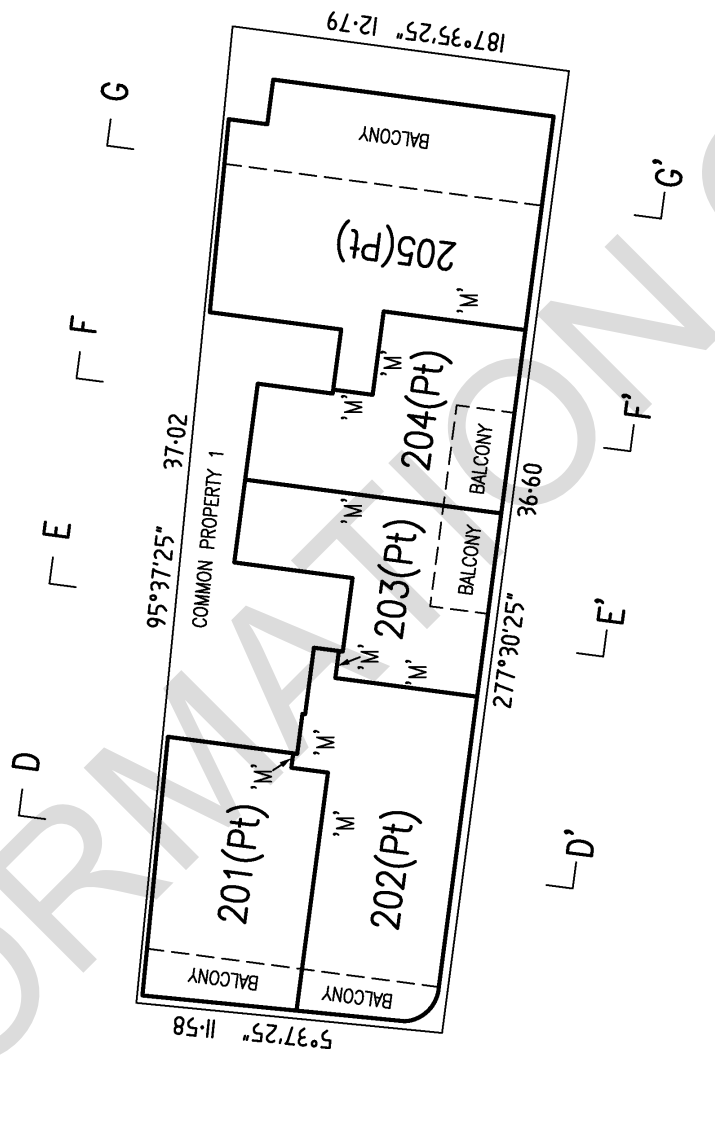
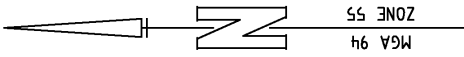


DIAGRAM 5
SECOND STOREY

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SHEET 6

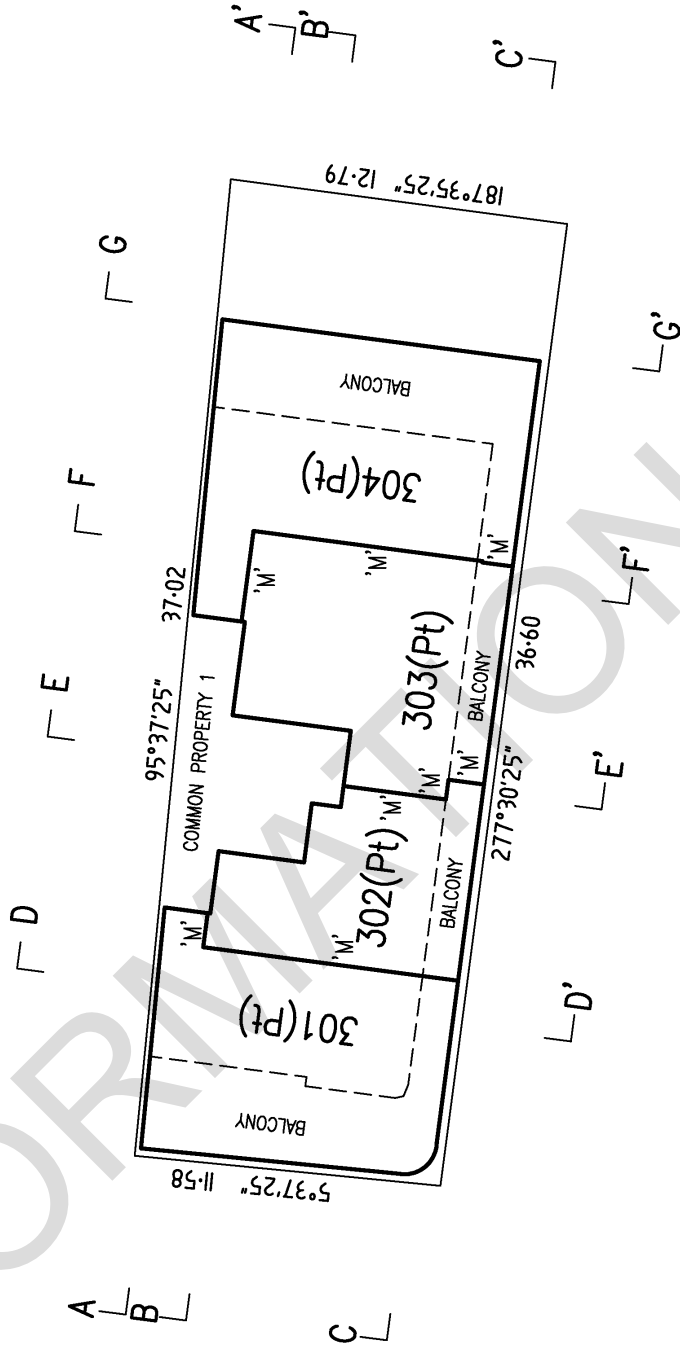
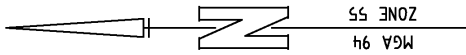


DIAGRAM 6
THIRD STOREY

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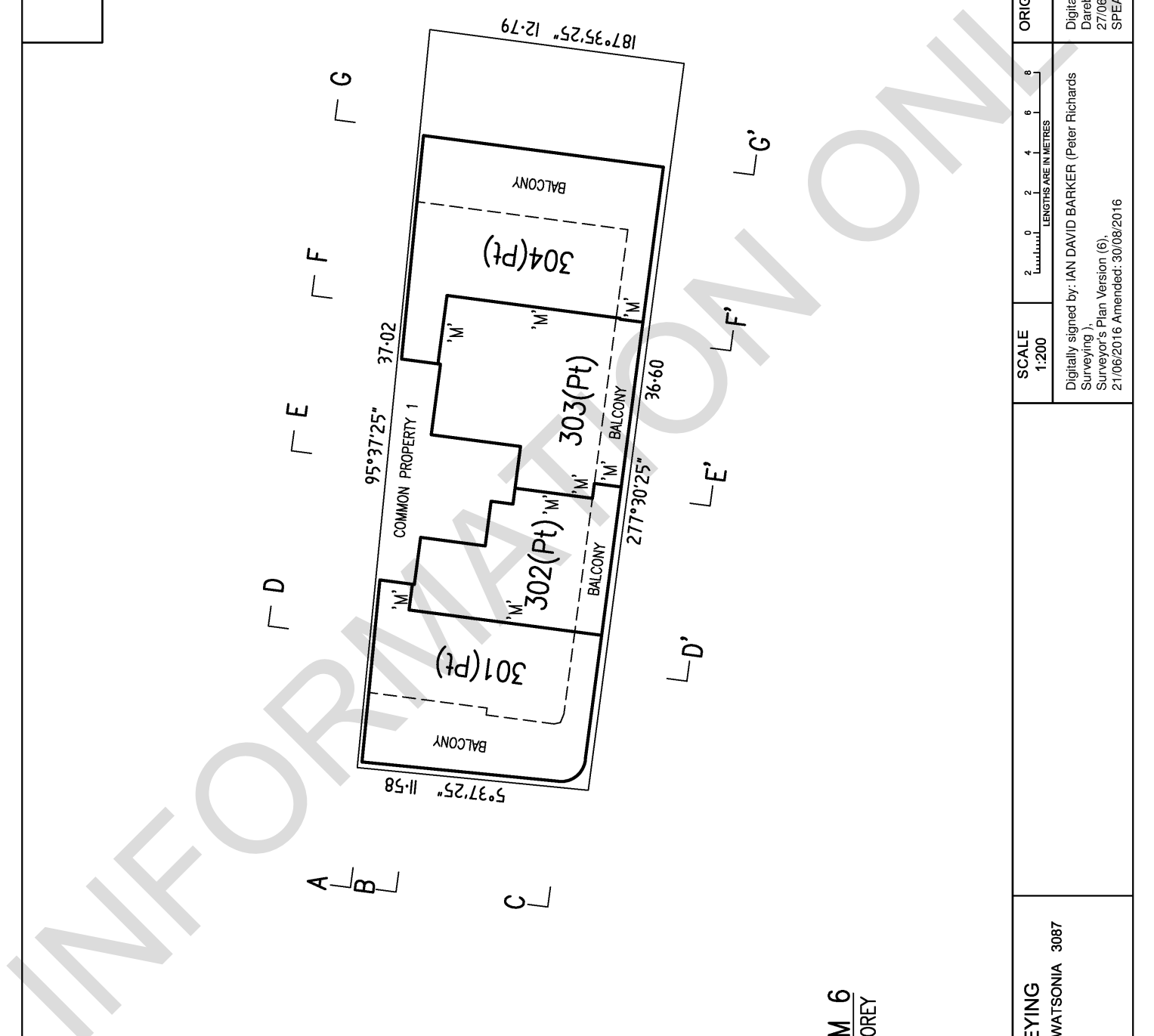
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SHEET 7



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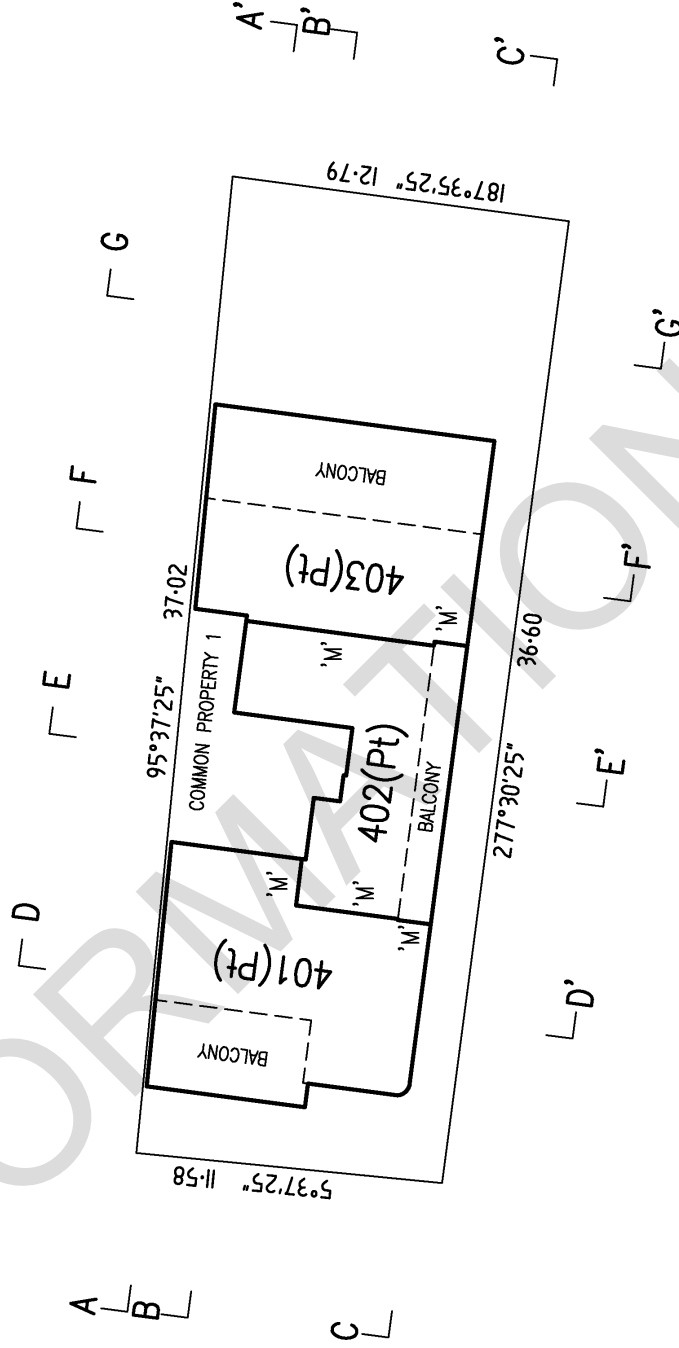
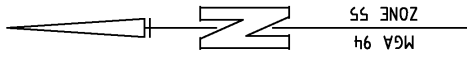


DIAGRAM 7
TOPMOST STOREY

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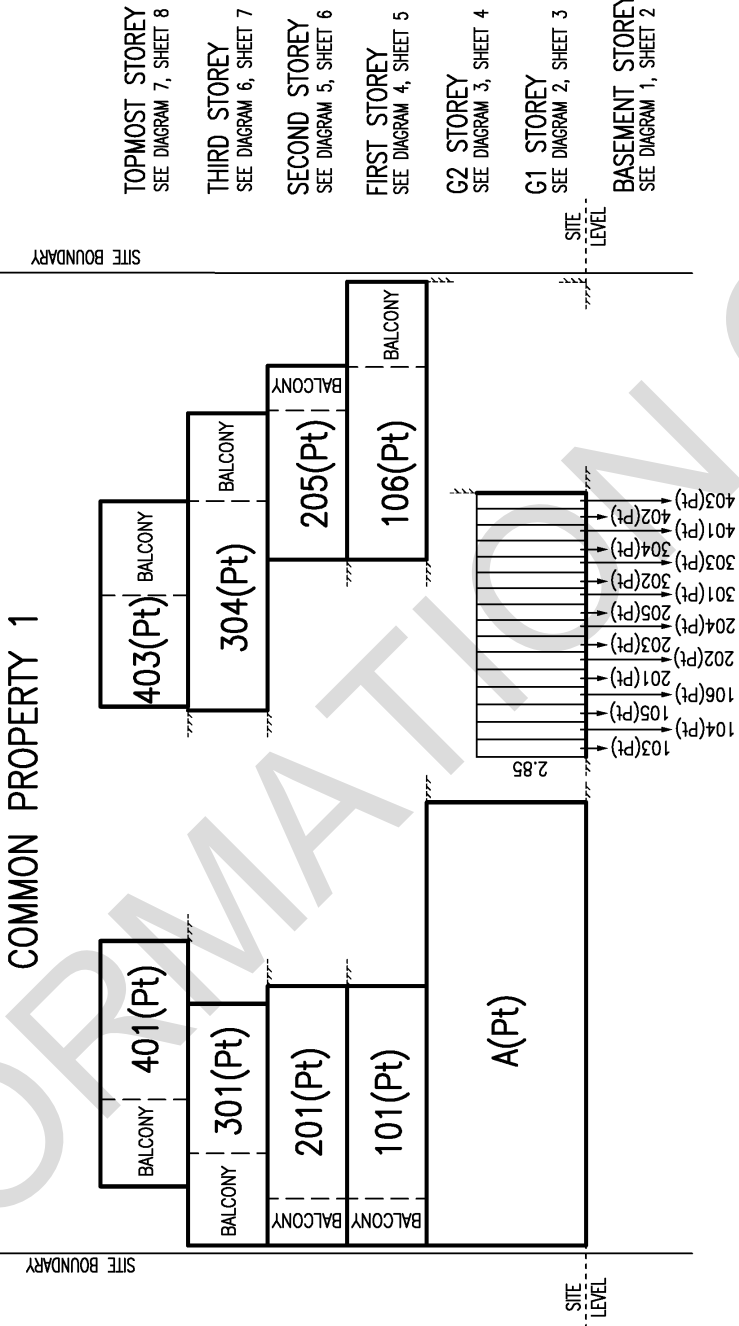
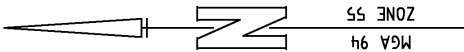
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SHEET 8

PS 736075N



- TOPMOST STOREY
SEE DIAGRAM 7, SHEET 8
- THIRD STOREY
SEE DIAGRAM 6, SHEET 7
- SECOND STOREY
SEE DIAGRAM 5, SHEET 6
- FIRST STOREY
SEE DIAGRAM 4, SHEET 5
- G2 STOREY
SEE DIAGRAM 3, SHEET 4
- G1 STOREY
SEE DIAGRAM 2, SHEET 3
- BASEMENT STOREY
SEE DIAGRAM 1, SHEET 2

COMMON PROPERTY 1

COMMON PROPERTY 1

DIAGRAM 6
SECTION A-A'

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SHEET 9

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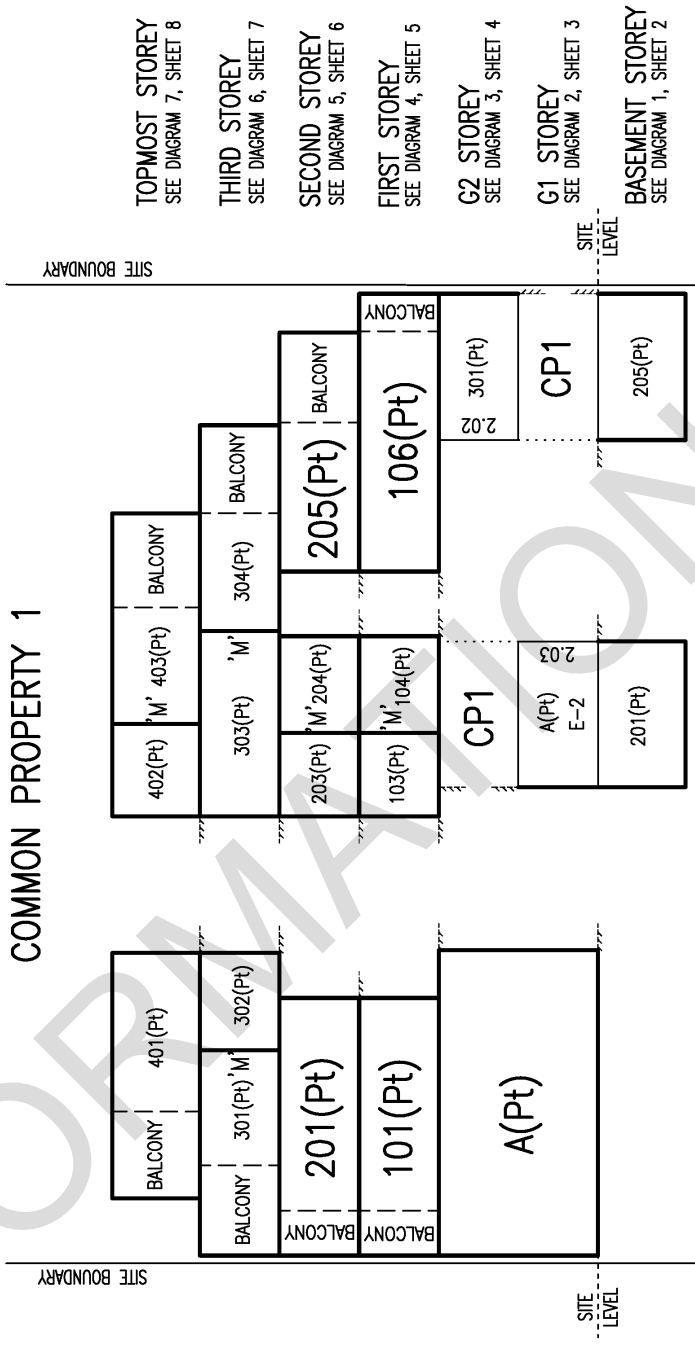


DIAGRAM 7
SECTION B-B'

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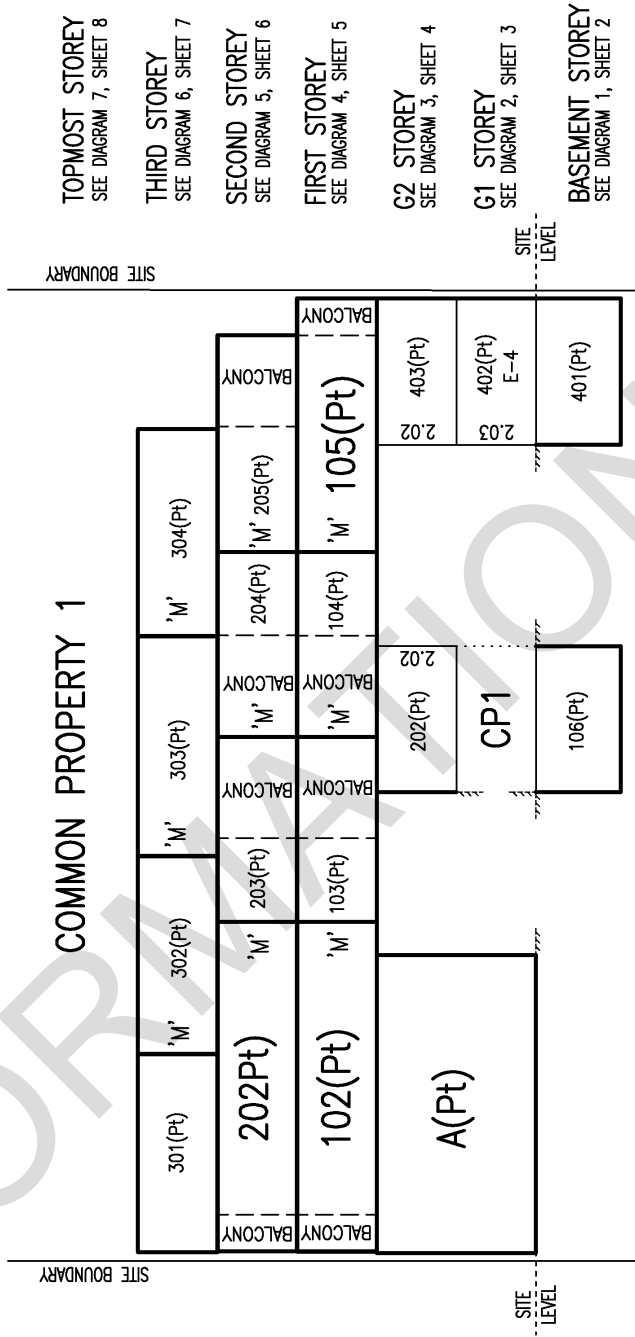
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SHEET 10

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PS 736075N



TOPMOST STOREY
SEE DIAGRAM 7, SHEET 8

THIRD STOREY
SEE DIAGRAM 6, SHEET 7

SECOND STOREY
SEE DIAGRAM 5, SHEET 6

FIRST STOREY
SEE DIAGRAM 4, SHEET 5

G2 STOREY
SEE DIAGRAM 3, SHEET 4

G1 STOREY
SEE DIAGRAM 2, SHEET 3

BASEMENT STOREY
SEE DIAGRAM 1, SHEET 2

DIAGRAM 8
SECTION C-C'

DIAGRAM 8
SECTION C-C'

<p>PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au</p>	<p>Scale: 1:200</p> <p>Lengths are in metres</p> <p>0 2 4 6 8</p> <p>Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying), Surveyor's Plan Version (6), 21/06/2016 Amended: 30/08/2016</p>	<p>Scale: 1:200</p> <p>Lengths are in metres</p> <p>0 2 4 6 8</p> <p>Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying), Surveyor's Plan Version (6), 21/06/2016 Amended: 30/08/2016</p>	<p>Original Sheet Size: A3</p> <p>SHEET 11</p> <p>Digitally signed by: Darebin City Council, 27/06/2016, SPEAR Ref: S073956B</p>
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PS 736075N

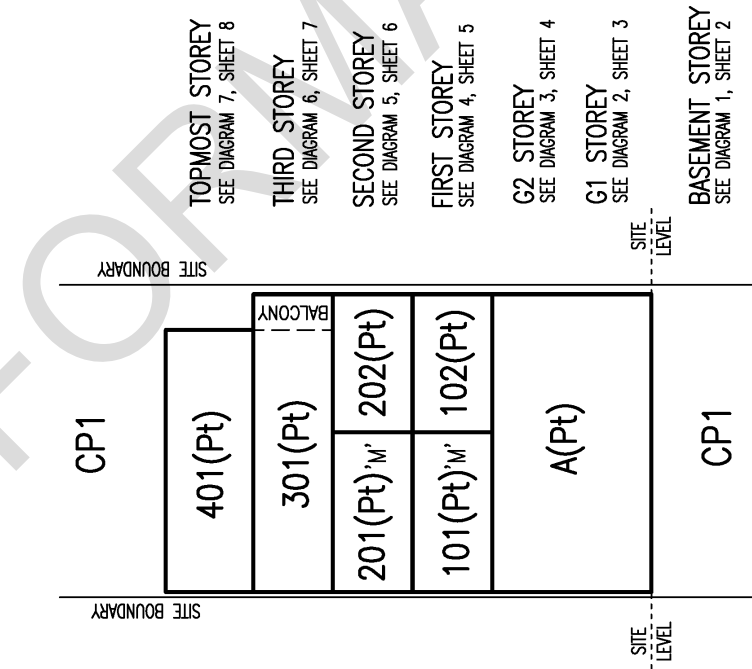


DIAGRAM 9
SECTION D-D'

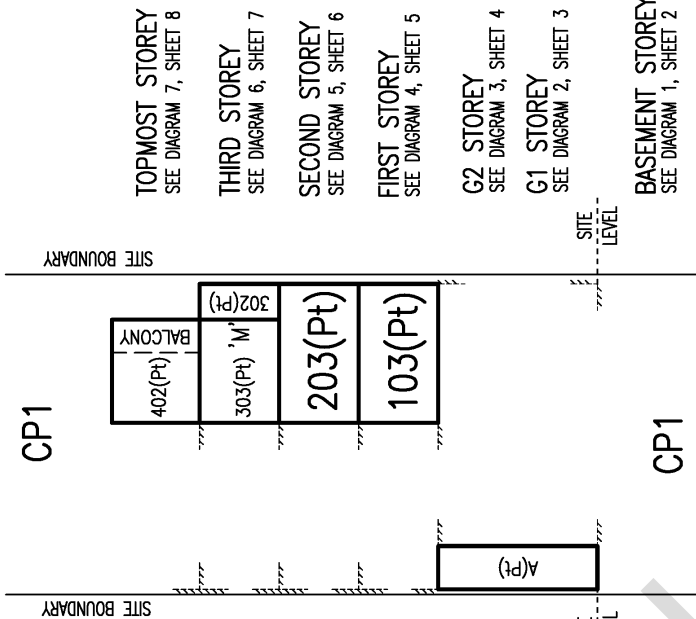


DIAGRAM 10
SECTION E-E'

PETER RICHARDS SURVEYING
337-339 GREENSBOROUGH ROAD WATSONIA 3087
Tel: 9432 6944 Fax: 9434 4052
POSTAL ADDRESS: P.O. Box 237
WATSONIA 3087
subdivisions@prsurveying.com.au

Scale: 1:200
Lengths are in metres
0 2 4 6 8

Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),
Surveyor's Plan Version (6),
21/06/2016 Amended: 30/08/2016

Scale: 1:200
Lengths are in metres
0 2 4 6 8

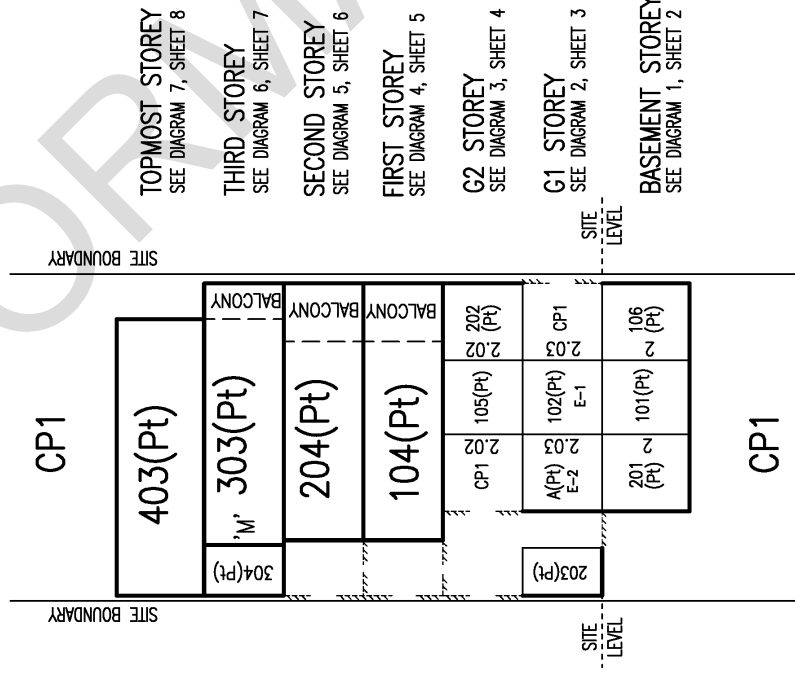
Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),
Surveyor's Plan Version (6),
21/06/2016 Amended: 30/08/2016

Digitally signed by:
Darebin City Council,
27/06/2016,
SPEAR Ref: S073956B

SHEET 12

ORIGINAL SHEET
SIZE: A3

PS 736075N



TOPMOST STOREY
SEE DIAGRAM 7, SHEET 8

THIRD STOREY
SEE DIAGRAM 6, SHEET 7

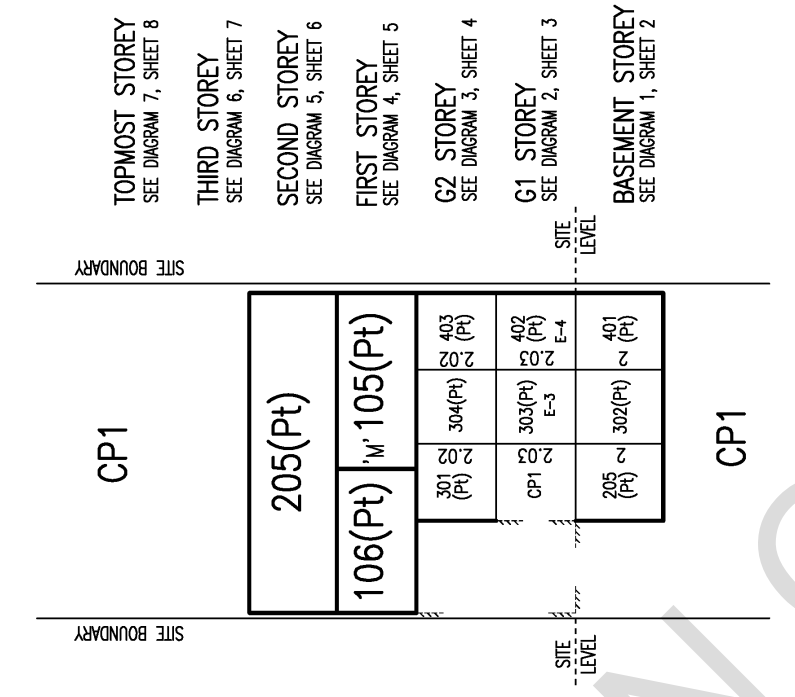
SECOND STOREY
SEE DIAGRAM 5, SHEET 6

FIRST STOREY
SEE DIAGRAM 4, SHEET 5

G2 STOREY
SEE DIAGRAM 3, SHEET 4

G1 STOREY
SEE DIAGRAM 2, SHEET 3

BASEMENT STOREY
SEE DIAGRAM 1, SHEET 2



TOPMOST STOREY
SEE DIAGRAM 7, SHEET 8

THIRD STOREY
SEE DIAGRAM 6, SHEET 7

SECOND STOREY
SEE DIAGRAM 5, SHEET 6

FIRST STOREY
SEE DIAGRAM 4, SHEET 5

G2 STOREY
SEE DIAGRAM 3, SHEET 4

G1 STOREY
SEE DIAGRAM 2, SHEET 3

BASEMENT STOREY
SEE DIAGRAM 1, SHEET 2

DIAGRAM 11
SECTION F-F'

DIAGRAM 12
SECTION G-G'

PETER RICHARDS SURVEYING
337-339 GREENSBOROUGH ROAD WATSONIA 3087
Tel: 9432 6944 Fax: 9434 4052
POSTAL ADDRESS: P.O. Box 237
WATSONIA 3087
subdivisions@prsurveying.com.au

SCALE
1:200

Lengths are in metres

0 2 4 6 8

Digitally signed by: IAN DAVID BARKER (Peter Richards Surveying),
Surveyor's Plan Version (6),
21/06/2016 Amended: 30/08/2016

ORIGINAL SHEET
SIZE: A3

SHEET 13

Digitally signed by:
Darebin City Council,
27/06/2016,
SPEAR Ref: S073956B

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	1800312
Number of Pages (excluding this cover sheet)	4
Document Assembled	15/04/2024 11:09

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The document is invalid if this cover sheet is removed or altered.

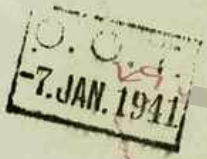
T. A. KENNEDY, LL.B.,
485 Bourke Street,
MELBOURNE,
VICTORIA

1800312

*The Registrar of Titles
Requests this transfer
and have title to issue
to Jadenwedy.
Farmers Road
390 435
72445*



TRANSFER OF MICROFILMS



C. paid

*Convent
Loyola*



*of 5065/925 (pt)
under an acre
E. McC. The cost
in the 1800312
V. G. H.
7-3-41
15. 3 41
Laska along Rd.
McC
Hunt
1/4/41*

I, ROBERT CHISHOLM of Fernhill Road Sandringham Investor being --
registered as the proprietor of an estate in fee-simple in the --
land hereinafter described subject to the encumbrances notified -
hereunder in consideration of the sum of ONE HUNDRED AND SEVENTY-
FIVE POUNDS paid to me by FRANCESCO CINCOTTA of 356 Bay Street --
North Brighton Fruiterer DO HEREBY TRANSFER to the said Francesco
Cincotta All my estate and interest in ALL THAT piece of land ---
being Lot 18 on Plan of Subdivision No. 10186 lodged in the Office
of Titles being part of Crown Portion Eleven Parish of Keelbunders
County of Bourke and being part of the land described in -----
Certificate of Title Volume 5065 Folio 1012925 (Together with all
registered appurtenant easements) AND the said Francesco Cincotta
for himself his heirs executors administrators and transferees --
registered proprietor or proprietors for the time being of the --
land hereby transferred DOETH HEREBY COVENANT with the said -----
Robert Chisholm his heirs executors administrators and transferees
the registered proprietor or proprietors for the time being of --
so much of the said land as is comprized in the said Certificate
of Title as is shown on the said Plan of Subdivision other than -
the said land hereby transferred that he ^{or they} will not excavate carry
away or remove or permit to be excavated carried away or removed
any earth clay stone gravel or sand from the said land hereby ---
transferred except in the way of excavating for the foundations
of any buildings to be erected or placed thereon or for use in such
buildings or in laying out gardens to be occupied therewith AND
the said Francesco Cincotta hereby consents to the foregoing ----
covenant appearing as an encumbrance on the Certificate of Title
to issue for the said land hereby transferred pursuant to this
transfer and to run with the said land.

DATED the Sixteenth day of December One
thousand nine hundred and forty.

IMAGED

*if it
is not
severed*

2/1/41

14/1/41

SIGNED by the said ROBERT CHISHOLM
in Victoria in the presence of:-

Robert Chisholm

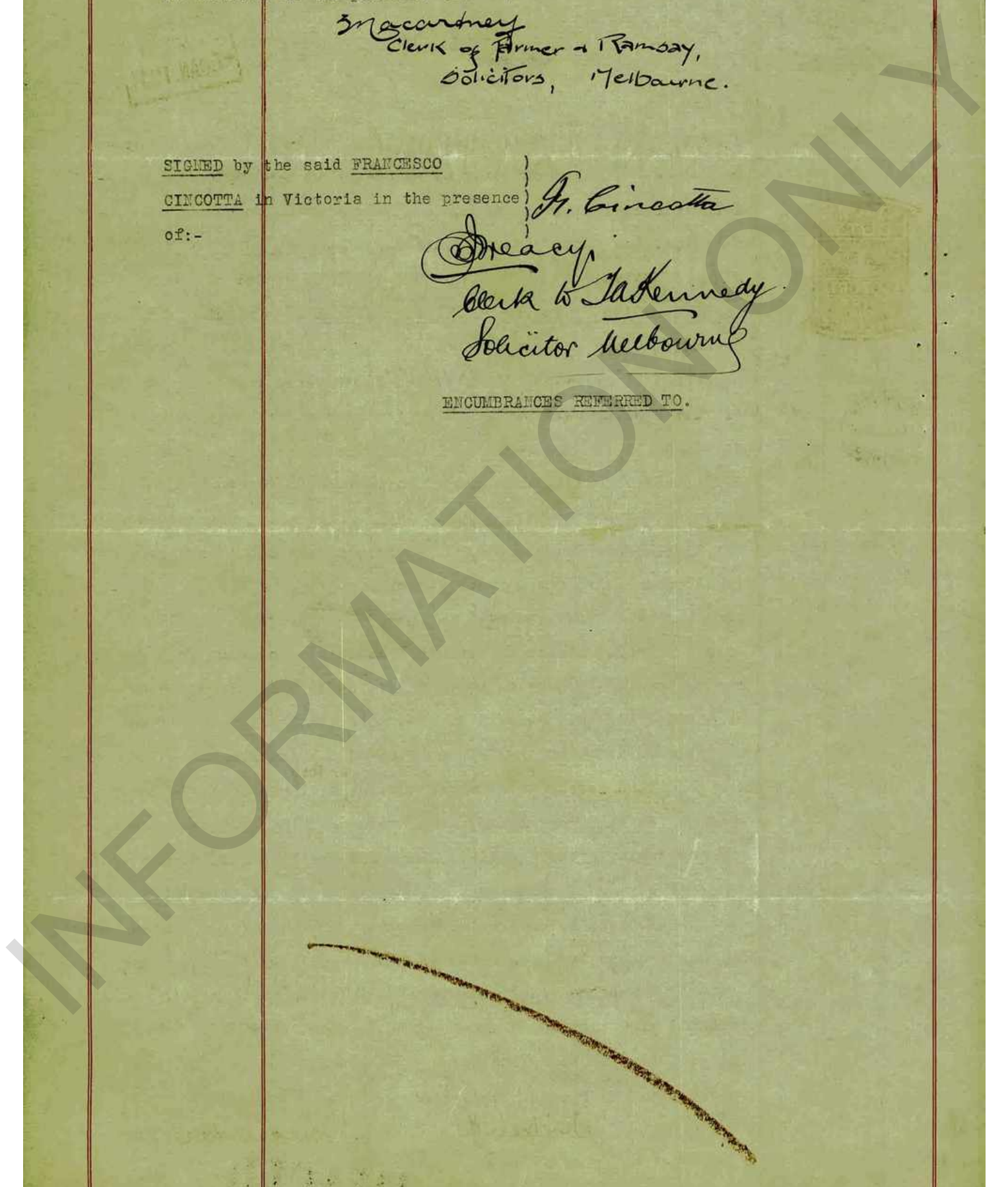
Macartney
Clerk of *Finner & Ramsay,*
Solicitors, Melbourne.

SIGNED by the said FRANCESCO
CINCOTTA in Victoria in the presence
of:-

F. Cincotta

Deacy,
Clerk to *J. Kennedy,*
Solicitor Melbourne

ENCUMBRANCES REFERRED TO.



DATED 10th December 1940.

R. CHISHOLM, ESQ.

to

R. GINCOFFA, ESQ.

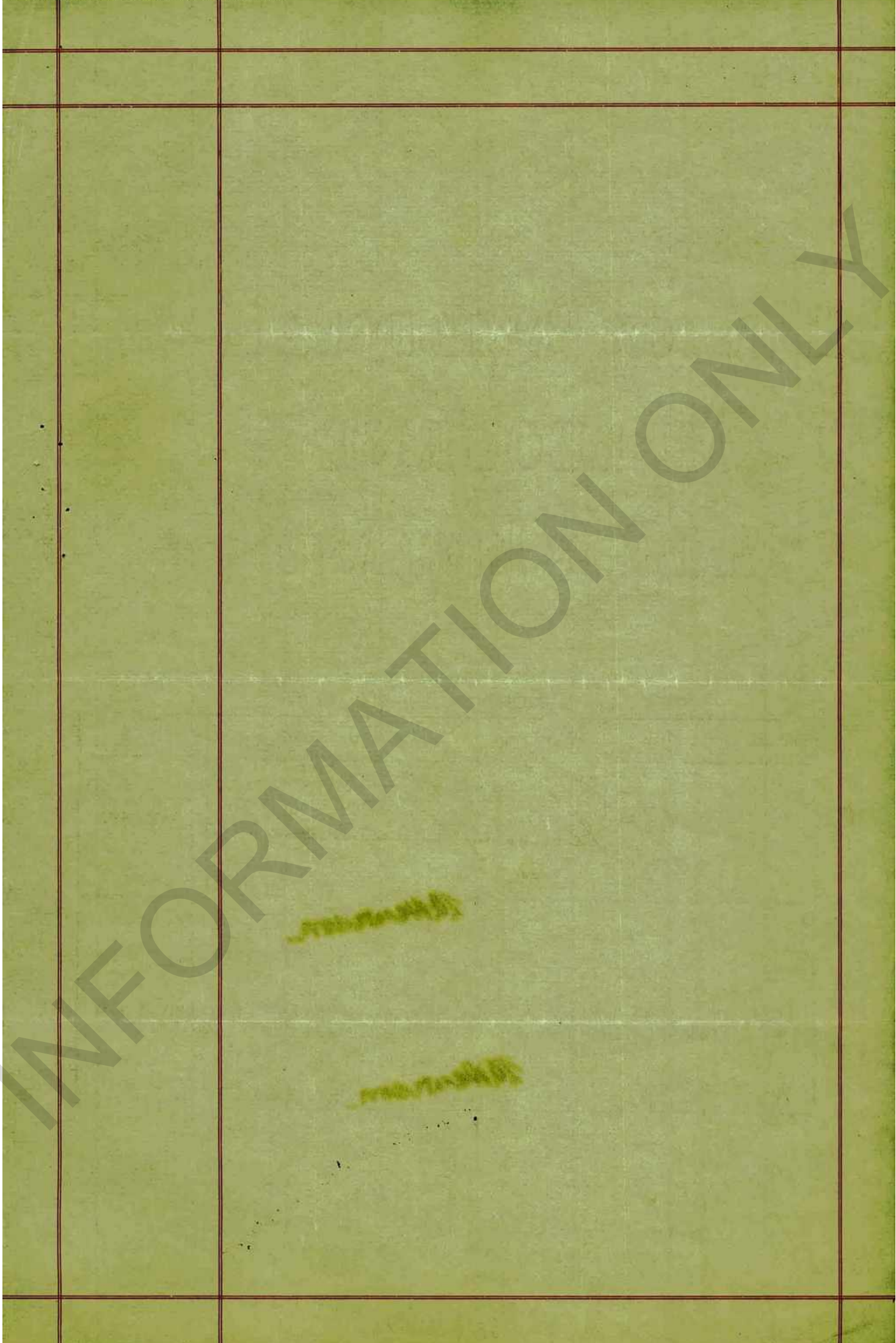
T R A N S F E R R.

T. A. KENNEDY, LL.B.,
485 Bourke Street,
MELBOURNE.

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION & REGISTRATION	TO WHOM GIVEN	NUMBER & SYMB. THERE
TRANSFER AS TO PART	THE 7 th DAY OF January 1941	to Francesco Bincotta	1800312
<p><i>R. Hewson</i> ASSISTANT REGISTRAR OF TITLES</p>			
<p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 5065 FOL. 1012925</p> <p><i>R. Hewson</i> ASSISTANT REGISTRAR OF TITLES</p>			

[Handwritten initials]





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 15/04/2024 11:09:28 AM

OWNERS CORPORATION 1
PLAN NO. PS736075N

The land in PS736075N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 106, 201 - 205, 301 - 304, 401 - 403, A.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 13 222 KINGS WAY SOUTH MELBOURNE VIC 3205

OC031615L 31/08/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC031615L 31/08/2016

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 101	10	10
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10
Lot 106	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/04/2024 11:09:28 AM

**OWNERS CORPORATION 1
PLAN NO. PS736075N**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10
Lot 205	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot A	10	10
Total	190.00	190.00

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.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 5482/2023
Darebin Reference Number: 78299.5

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	15-Apr-2024
Assessment Number	78299.5
Applicant Reference	72489612-020-7:102312
Certificate Number	5482/2023
Property Location	302/20 Bedford Street RESERVOIR VIC 3073
Property Description	CT-11815/678 LOT 302 PS 736075N

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The level of value date is 1-Jan-2023 and the date of operation of the valuation for this property is 01-July-2023.

Site Value	\$40,000
Capital Improved Value	\$260,000
Net Annual Value	\$13,000

Certificate Number: 5482/2023
Darebin Reference Number: 78299.5

Rates and charges levied for the period 01/07/2023 - 30/06/2024

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00169972	Residential Vacant Land	0.00509916
Business	0.00297451	Business Vacant Land	0.00679889
Vacant Retail Land	0.00679889	Mixed Use Land	0.00237961

Arrears to 30-Jun-2023	\$460.30
Arrears of Legal Fees	\$0.00
General Rates	\$441.95
Fire Service Property Levy	\$136.95
Environmental Charge	\$15.90
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$35.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$1,090.10
Special Rates and Charges due:	\$0.00
Total due for property: 302/20 Bedford Street RESERVOIR VIC 3073	\$1,090.10

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0782995**
To pay \$1,090.10
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 0782995 to pay \$1,090.10

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 5482/2023
Darebin Reference Number: 78299.5

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 5482/2023
Darebin Reference Number: 78299.5

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

Private Waste

The property is subject to a planning permit issued under the Planning and Environment Act 1987. The conditions of the permit set out alternative requirements for waste collection/management for the property. It is the obligation of the owner and/or occupier to ensure that the conditions of the permit are complied with at all times. Failure to comply with the conditions of a permit may initiate enforcement proceedings under Part 6 of the Planning and Environment Act 1987. Queries regarding planning obligations can be directed to the Statutory Planning Unit on 8470 8850.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$28.90 being the fee for this certificate.

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

Yvonne Condello
REVENUE SERVICES COORDINATOR

15th April 2024

MELBOURNE REAL ESTATE CONVEYANCING.

Dear MELBOURNE REAL ESTATE CONVEYANCING.,

RE: Application for Water Information Statement

Property Address:	302/20 BEDFORD STREET RESERVOIR 3073
Applicant	MELBOURNE REAL ESTATE CONVEYANCING.
Information Statement	30842888
Conveyancing Account Number	9759316125
Your Reference	2703

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	302/20 BEDFORD STREET RESERVOIR 3073
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	302/20 BEDFORD STREET RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

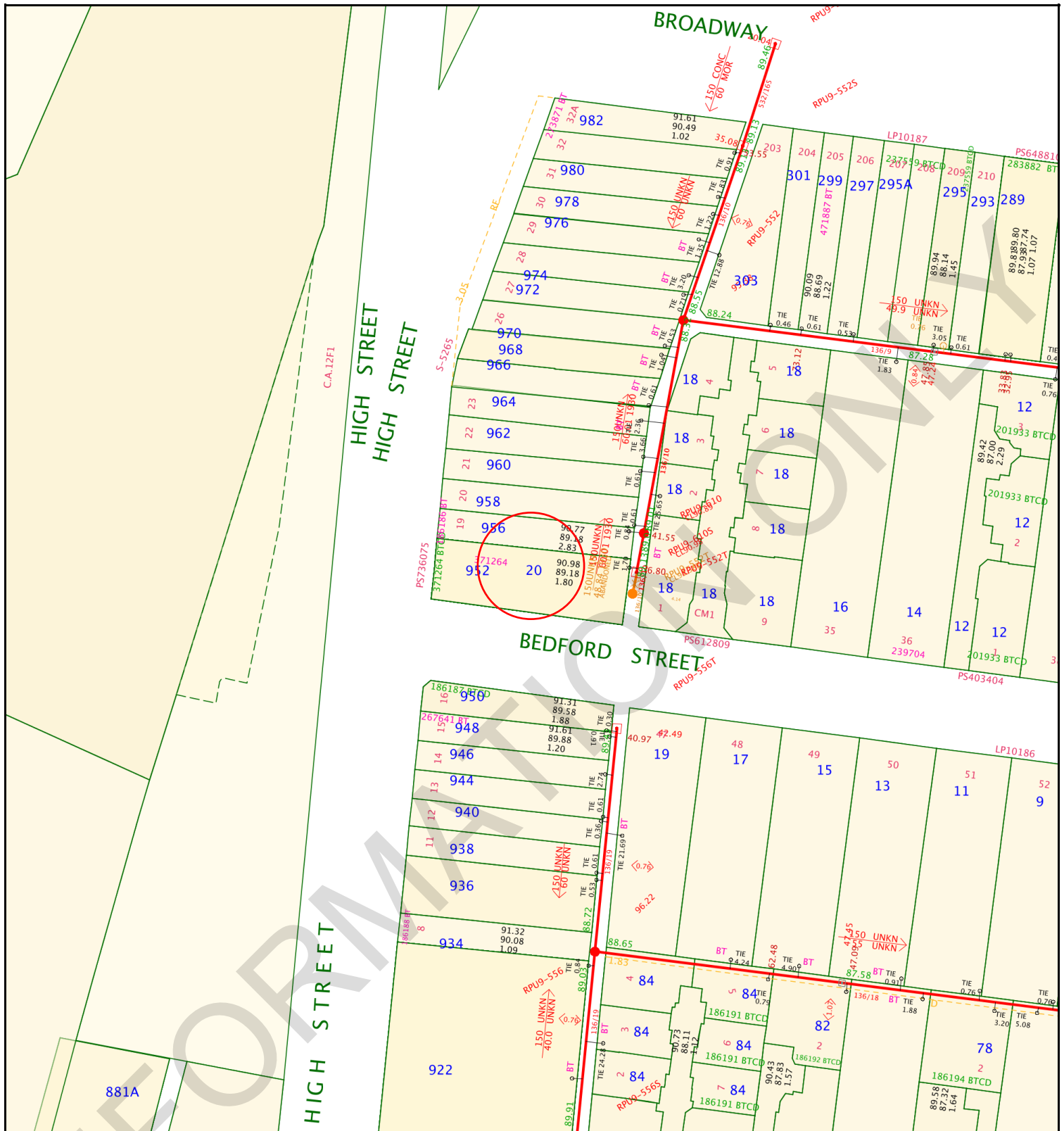
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30842888**

Address	302/20 BEDFORD STREET RESERVOIR 3073
Date	15/04/2024
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

MELBOURNE REAL ESTATE CONVEYANCING.
amal@melbournerec.com.au

RATES CERTIFICATE

Account No: 2700676837
Rate Certificate No: 30842888

Date of Issue: 15/04/2024
Your Ref: 2703

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 302/20 BEDFORD ST, RESERVOIR VIC 3073	302\PS736075	5111595	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Water and Sewer Usage Charge <i>Step 1 – 6.000000kL x \$3.34380000 = \$20.06</i> Estimated Average Daily Usage \$0.20	12-12-2023 to 19-03-2024	\$20.06	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$205.04
	Total for This Property		\$390.02

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
952-954 HIGH ST, RESERVOIR VIC 3073	18\LP10186	1116223	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5111595

Address: UNIT 302/20 BEDFORD ST, RESERVOIR VIC 3073

Water Information Statement Number: 30842888

HOW TO PAY



Biller Code: 314567
Ref: 27006768379

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	2703
Certificate No:	75101297
Issue Date:	15 APR 2024
Enquiries:	ESYSPROD

Land Address: UNIT 302, -20 BEDFORD STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43323067	302	736075	11815	678	\$0.00

Vendor: MARK LACEY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MARK PHILLIP LACEY	2024	\$40,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$260,000
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SITE VALUE:	\$40,000
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CURRENT LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 75101297

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$40,000

Calculated as \$0 plus (\$40,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 75101297

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 75101297

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	2703
Certificate No:	75101297
Issue Date:	15 APR 2024

Land Address: UNIT 302, -20 BEDFORD STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
302	736075	11815	678

Vendor: MARK LACEY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 75101297

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 75101295

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 75101295

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 15th April 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS736075N
Address of Plan: 952-954 High Street Reservoir Victoria 3073
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: Level 13/222 Kings Way South Melbourne Victoria 3205

2. CERTIFICATE DETAILS

Vendor: Mark Phillip Lacey
Postal Address for Lot 302: 302/20 Bedford Street RESERVOIR VIC 3073
Purchaser:
Person requesting Certificate: Mark Phillip Lacey
Reference: (Ref: Case #614455)
Address:
Fax:
E-mail: amal@melbournerec.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 302

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 302 are **4,578.75 per annum** commencing on 1 July 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	1,004.68	01/07/23	Issued
01/10/23 to 31/12/23	1,004.68	01/10/23	Issued
01/01/24 to 31/03/24	1,004.68	01/01/24	Issued
01/04/24 to 30/06/24	1,564.71	01/04/24	Issued
01/07/24 to 30/09/24	1,144.69	01/07/24	To be Issued
01/10/24 to 31/12/24	1,144.69	01/10/24	To be Issued
01/01/25 to 31/03/25	1,144.69	01/01/25	To be Issued
01/04/25 to 30/06/25	1,144.69	01/04/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 302.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15th April 2024

For Plan No. PS736075N - Lot 302

4. CURRENT LEVY POSITION FOR LOT 302

Fund	Balance	Paid To
Administrative	\$9,463.85 DR *	31 December 2022
Maintenance Fund	0.00	
BALANCE	\$9,463.85 DR *	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 302.

6. OTHER CHARGES

The following charges are payable by Lot 302 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Lot 302 Stage 1	39.53	05/07/23	Issued
Lot 302 Stage 2	66.33	03/08/23	Issued
Lot 302 Stage 3	106.55	18/08/23	Issued
Lot 302 Stage 1	39.53	05/10/23	Issued
Lot 302 Stage 2	66.33	03/11/23	Issued
Lot 302 Stage 3	106.55	18/11/23	Issued
Case 594726 - VCAT Application	333.90	18/01/24	Issued
Lot 302 Stage 1	39.53	22/01/24	Issued
Lot 302 Stage 2	66.33	20/02/24	Issued
Case 612339 - Dimos Lawyers Invoice 24467	835.82	01/05/24	Issued

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 15 April 2024:

Account / Fund	Amount
Administrative Fund	27,596.20
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 15 APRIL 2024	\$27,596.20

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15th April 2024

For Plan No. PS736075N - Lot 302

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	HU0006049555
Expiry Date	19-January-2025
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	INS Strata
Premium	14493.10

Cover Type	Amount of Cover
Building Catastrophe	\$822,000
Building Catastrophe - Loss of Rent/Temp Accom	\$123,300
Building Catastrophe - Removal of Contents/Evacuat	\$41,100
Building Catastrophe - Temporary Accommodation	\$41,100
Common Area Contents	\$54,800
Damage (i.e. Building) Policy	\$5,480,000
Fidelity Guarantee Insurance	\$100,000
Flood	Insured
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss Of Rent/Temporary Accomodation	\$822,000
Lot Owner's Fixtures and Improvements	\$250,000
Machinery Breakdown Insurance	\$5,000
Office Bearers Liability Insurance	\$250,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$200,000/\$2,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
27/06/2016	Tyco Australia Group Pty Limited T/A ADT Fire Moni	Current	FIP Monitoring Agreement
21/07/2016	Foxtel Management PTY LTD	Current	Foxtel Multi-dewlling Network Access Agreement
26/07/2016	Central Waste	Current	Waste Management
31/08/2016	Origin Centralised Hot Water	Current	Gas Supply
31/08/2016	Strata Plan	Current	Contract of appointment - Strata plan
02/07/2020	Australian Essential Services Maintenance	Current	Essential Services Maintenance
04/09/2020	Prestige Lifting Services	Current	Lift Maintenance
18/07/2021	Klaus Multiparking ANZ Pty Ltd	Current	Multiparking System Service & Maintenance Agreement

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15th April 2024

For Plan No. PS736075N - Lot 302

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The following authorities or dealings affecting the common property has been granted by the owners corporation:

Date of Resolution	Granted to	Lot	Area of Common Property Affected	Type of Authority or Dealing
31/08/2016 31/08/2016	The Frater Group The Frater Group		Amended of Plan Lease of Common Property	Other Lease of common property

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
10/07/2023	Paul Longhitano, CMG Property Services PTY LTD		Current	Caretaking Services

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is currently a party to proceedings or is aware of the following circumstances which may give rise to proceedings:

Title	Ordered	Received	Type	Name	Status
Council Cladding Building Notice	16/06/2021	16/06/2021	Notice	City of Darebin	impending

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Strata Plan
ABN / ACN: 27 544 006 714
Address of Manager: Level 13/222 Kings Way South Melbourne Victoria 3205
Telephone: 1300 278 728
Facsimile:
E-mail Address: info@strataplan.com.au

17. ADDITIONAL INFORMATION

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15th April 2024

For Plan No. PS736075N - Lot 302

Nil.

SIGNING

The common seal of Plan No. PS736075N, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Bina Muthucumarana

Company: Strata Plan

Address of registered office: Level 13/222 Kings Way South
Melbourne Victoria 3205

15/04/2024

Date



Common Seal
of Owners Corporation



INSPIRING AMAZING
LIFE SPACES™

Strata Plan
Level 13/222 Kings Way,
South Melbourne VIC 3205
T: 1300 278 728
E: info@strataplan.com.au
strataplan.com.au

Mark Phillip Lacey

15th April 2024

Dear Mark Phillip Lacey

Re: OWNERS CORPORATION CERTIFICATE - LOT 302, PLAN NO. PS736075N

In response to your request, we now attach an Owners Corporation Certificate for Lot 302 in Plan No. PS736075N dated 15th April 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@strataplan.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Bina Muthucumarana
Company: Strata Plan
Address of registered office: Level 13/222 Kings Way South
Melbourne Victoria 3205

15/04/2024

Date

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anna Geranis
954 High Street
RESERVOIR 3073

Client Reference: 2703

NO PROPOSALS. As at the 29th April 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 302 20 BEDFORD STREET, RESERVOIR 3073
CITY OF DAREBIN

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th April 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72489612 - 72489612110610 '2703'



Minutes of the Annual General Meeting

Owners Corporation for 952-954 High St RESERVOIR VIC 3073 Plan No. PS736075N

Meeting Date	11 Jan 2024		
Meeting Location	Zoom Video Conference		
Time	03:00 PM	Opened: 03:04 PM	Closed: 04:04 PM
Lots Represented	Lot 101	Daniel Polidano	Owner present
	Lot 201	William Polidano	Owner present
	Lot 303	Lydia Maria Griffiths	Owner present
Chairperson	Mary Nguyen (Strata Plan)		
Additional Attendees	Nil		
Apologies	Nil		

Quorum

With an attendance of 16% based on members a quorum was not achieved, interim decisions apply. Interim resolutions become resolutions of the Owners Corporation

- (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.



Motion 1				
Election of Chairperson of the Meeting	Ordinary Resolution Submitted by Strata Manager			
It was resolved to elect William Polidano as Chairperson of the meeting. It was resolved to elect Mary Nguyen (Strata Plan) to facilitate this meeting on behalf of the Chairperson.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 2				
Adoption of Minutes for the Previous Annual General Meeting	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the minutes of the last Annual General Meeting held on 22/11/2022, as circulated with the notice of meeting, be accepted as a record of the Owners Corporation.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 3				
Financial Statements	Ordinary Resolution Submitted by Strata Manager			
The financial statement was tabled as a record of the Owners Corporation. Cash at bank balance \$2,013.57, Net assets \$29,846.70 as of 30/06/2023. Please note that the Annual Financial Statements are distributed in accordance with the Australian Taxation laws & requirements.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 4				
Report - Chairperson / Committee	Ordinary Resolution Submitted by Strata Manager			
There was no chairperson report to be tabled at the meeting.				
The chairperson / committee noted that they have acted honestly, in good faith and exercised due care and diligence on behalf of all owners in addressing matters of the Owners Corporation over the past year.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 5				
Report - Manager	Ordinary Resolution Submitted by Strata Manager			
The Owners Corporation Manager's report is circulated with the Notice of Meeting and Strata Plan confirms that it holds a professional indemnity insurance.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 6				
Report - Grievances	Ordinary Resolution Submitted by Strata Manager			
There were no grievances reported to the Owners Corporation in the last 12 months.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 7				
Report - Building Insurance	Ordinary Resolution Submitted by Strata Manager			
<p>It was noted the Owners Corporation holds a strata insurance policy with CHU Underwriting Agencies.</p> <p>It was resolved where there is no Chairperson or Committee, the manager is delegated powers to arrange cover with the incumbent insurer or as recommended by the insurer &/or broker.</p> <p>It was resolved that the lot serving to benefit from a claim against the Owners Corporation insurance policy, shall be liable for any applicable excess.</p> <p>In accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan.</p> <p>It was resolved that the Strata Plan undertake inquiries into the insurer who declined to provide a quote due to concerns about inferior construction materials, intending to identify areas for improvement within the Owners Corporation.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 8				
Building Valuation	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved that the Owners Corporation obtain a sworn insurance valuation.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 9				
Cost, Debt and Legal Recovery	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved that any costs and/ or expenses incurred by the Owners Corporation that include but not limited to a breach of the Owners Corporation Act 2006, Act Amendment 2021, Owners Corporation Regulations 2018, Model Rules, Owners Corporation additional rules or relevant laws, shall be payable by any member who is in default or in breach. The costs charged and expenses shall be due and payable as a debt due by the person in default or breach to the owners corporation.</p> <p>It was resolved that any costs and/ or expenses incurred by the Owners Corporation that include but are not limited to repairs, maintenance, leak investigation and/ or other works relevant to private property, or for the benefit of a lot incurred by the Owners Corporation, shall be payable by any member liable or serving to benefit. The costs charged and expenses shall be due and payable as a debt due by the person in default or breach to the owners corporation.</p> <p>It was resolved to appoint Strata Plan Pty Ltd as a debt collection agency to take all necessary steps necessary for the recovery of outstanding fees, levies, and/ or charges due by any member of the Owners Corporation, which may include initiating legal proceedings at VCAT or relevant court jurisdiction and/ or to appoint a lawyer to act on the Owners Corporations behalf in relation to any necessary debt recovery action to be taken. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred due to the failure to pay levies, fees, and charges due.</p> <p>It was noted that the persistent occurrence of late payments has a significant impact on the Owners Corporation's financial standing and operational effectiveness.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 10				
Penalty Interest	Ordinary Resolution Submitted by Strata Manager			
<p>It was resolved that the Owners Corporation charges penalty interest on late fees; at the maximum rate payable under the Penalty Interest Rates Act, or as defined by the Owners Corporation or its manager from time to time.</p> <p>It was resolved that penalty interest also be applicable to the payment plan for overdue levy payments.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 11				
Maintenance Plan	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the Owners Corporation defers obtaining the maintenance plan until the next AGM.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 12				
Essential Safety Measures	Ordinary Resolution Submitted by Strata Manager			
It was resolved that Strata Plan obtain the Annual Essential Safety Measures Report from the OC fire services provider. This report is a legislative requirement and must be obtained on an annual basis.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 13				
Occupational Health and Safety	Ordinary Resolution Submitted by Strata Manager			
It was resolved that the Owners Corporation agree to monitor the common areas themselves and report any occupational health and safety issues should they arise.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 14				
Proposed Administration Budget Fees		Ordinary Resolution Submitted by Strata Manager		
<p>The Owners Corporation annual budget will be set at and levied at \$86,996.28 effective from 01/07/2023; and shall continue until the next annual general meeting.</p> <p>Note: The above-mentioned budget is GST-exclusive for Owners Corporations that are registered for GST. The fees will be levied based on lot liability as per the Plan of Subdivision registered with Land Victoria.</p> <p>WHEREAS; Levies already issued for this fiscal year are based on the previously approved budget. Any amendments to the budget, will be distributed pro rata over the remaining quarter(s) of this fiscal year.</p> <p>WHEREAS; any levies already issued for the year to date based on the previous budget and amendments to that budget are approved, then the difference shall be distributed pro rata over the remaining term(s) of this financial year.</p> <p>WHEREAS; the annual budget fees are payable quarterly in advance due by 1st January, April, July & October.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 15				
Election of Committee / Grievance Committee		Ordinary Resolution Submitted by Strata Manager		
<p>It was resolved for William Polidano (Lot 201) to be elected as Chairperson. It was resolved for the following member to be elected onto the Committee:</p> <ol style="list-style-type: none">1. Daniel Polidano (Lot 101)2. Lydia Maria Griffiths (Lot 303) <p>It was further resolved that, Pursuant to Section 101 of the OC Act, all powers of the owners corporation are delegated to the Committee other than powers and functions that require a unanimous resolution, a special resolution or a resolution at a general meeting of the owners corporation.</p> <p>WHEREAS; the committee requires a majority of its members consent to a proxy of a member, to vote at any committee meetings.</p> <p>It was resolved, that where there is no functioning Committee and Pursuant to Section 101 of the OC Act, all powers of the owners corporation are delegated to;</p> <ol style="list-style-type: none">a) the Chairperson; orb) the Strata Manager, where there is no Chairperson <p>Important information for the chairperson and committee members: It was resolved that the Committee & Chairperson may communicate and resolve decisions by electronic methods such as email and that the committee members email addresses can be shared and viewed among the committee. Your role is to act in good faith, make decisions on behalf of all owners, manage the operations of the Owners Corporation and instruct the manager or relevant parties accordingly. All instructions to the manager should be via your chairperson after deliberation by all committee members. The manager will only take instructions from one person. The committee requires a majority of its members' consent to a proxy of a member, to vote at any committee meetings. Any committee member who is in arrears is temporarily suspended from their role until all arrears have been paid in full.</p>				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0



Motion 16				
General Business		Ordinary Resolution Submitted by Strata Manager		
It was resolved that the AGM will occur annually in November, with reminders to be sent prior to the meeting.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 17				
Common Property General Repairs and Maintenance		Ordinary Resolution Submitted by Strata Manager		
<u>Case #260703 – Cladding: VBA Inspection</u>				
Summary of Matter: It was noted that in 2021, the Owners Corporation received a building notice concerning the use of combustible cladding. Subsequent actions involved inspections and clarifications with relevant parties, leading to communication with Darebin City Council				
Resolution: It was resolved for Strata Plan to follow up with the council (bcc committee), aiming to lift the building notice because the cladding is in compliance.				
Motion CARRIED.				
VOTES	Yes: 3	No: 0	Abs: 0	Inv: 0

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS736075N

1 July 2023 to 30 June 2024

952-954 High Street Reservoir Victoria 3073

Expenditure	Budget 07/23 - 06/24
Bank Fees & Charges	85.00
Caretaking Services	3,500.00
Common Property - Contingency	3,000.00
Electricity	4,500.00
Fire Protection Services	6,800.00
Fire Protection Services - monitoring	2,500.00
Garage Door Maintenance	500.00
Insurance Premiums	8,500.00
Legal Services - debt recovery	15,000.00
Lift Maintenance	4,500.00
Lift Maintenance - Car Lift	6,100.00
Lock & Key Maintenance	1,000.00
Minor Building Maintenance	10,000.00
Strata Manager - disbursements	1,770.60
Strata Manager - management fees	4,840.68
Strata Manager - service fees	4,000.00
Telephone & Internet Services	900.00
Waste Management Services	6,300.00
Water	3,200.00
Total Administrative Fund Expenditure	86,996.28

Administrative Fund Summary	Budget 07/23 - 06/24	Per Ent
Opening balance	0.00	
Expenditure during budget period	86,996.28	
	86,996.28	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
Budgeted levies to be raised \$	86,996.28	457.8752

Total Lot Liability 190
 *May include insurance contributions

OWNERS CORPORATION CERTIFICATE

Section.151 Owners Corporation Act 2006 and
Reg.11 Owners Corporations Regulations 2007



Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional 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.

strata

Inspiring amazing life spaces™

Welcome to

Strata Plan

www.strataplan.com.au

Strata Plan Pty Ltd ABN 27 544 006 714

ASIC Licence 2891938 OCM Reg 2

Level 13, 222 Kings Way, South Melbourne 3205

P: 1300 2 STRATA (1300 278 728) **E:** info@strataplan.com.au

strata

Welcome to Strata Plan

At Strata Plan, we aim to provide professional guidance and support to you and your owners' corporation to ensure that ownership of your property is a harmonious experience. We strive to deliver professional advice and assistance to you and your owners' corporation through unrivalled customer relations, unparalleled professionalism and industry leading knowledge and service.

Clients are often confused as to what an owner's corporation is, what the role of an owner is and what the role of Strata Plan is. We frequently get asked "what do you do? How does all this affect me?". To help answer those niggling questions before they raise their little heads, and to start our relationship off on the right foot, we thought we'd take the time to introduce ourselves so you can get to know us a little better.

Due to the complexities associated with subdivisions and owners' corporation, the following should be used as guide only. Every incident and request needs to be treated on its merits and if you're not quite sure, just ask one of our friendly team.

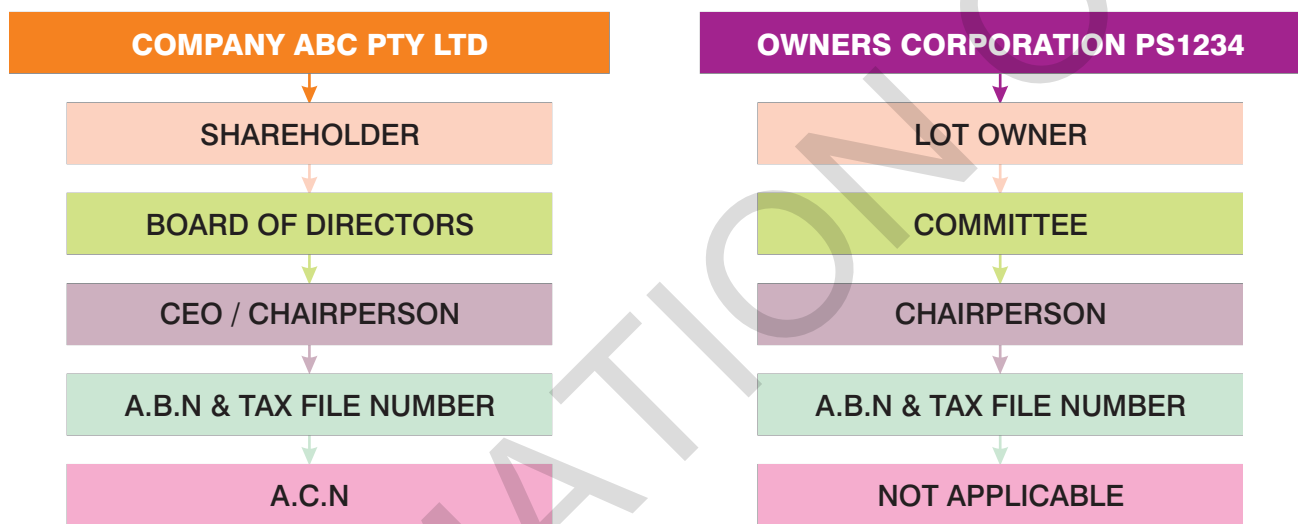
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What is an owners' corporation

An owners' corporation is a legal entity run by all owners and is responsible for managing the common property of a building. You may be familiar with the phrase 'body corporate'; this is what the owners' corporation was known as until 2007 when the Owners Corporation Act 2006 came into effect.

An owners' corporation is similar to a proprietary limited company which has shareholders and a board of directors. A comparison is as follows;



Once a developer has completed building multiple units that share common property, they are required to subdivide the land. This subdivision is performed by a land surveyor who determines the exact parcel of land owned by each unit owner (this is known as a lot) and the common property.

As soon as the subdivision has been registered with Titles Office, a legal entity called an owners' corporation is formed. This entity has a legal name which is a plan number (usually something like PS123456A.) This body can sue and be sued; it must comply with common law and the Owners Corporations Act and Subdivision Act.

You automatically become a member of an owners' corporation, if you own property that is affected by an owners' corporation.

As a member, you have legal and financial responsibilities to that body.

Operation of the owners' corporation

Due to the intricacies of an owners' corporation, lot owners will usually vote to appoint a professional strata manager. Strata Plan's role as your manager is similar to that of a secretary; we are responsible for implementing the decisions of your owners.

A strata manager usually takes care of all accounting and financial concerns, gives advice and guidance, handles dispute management and looks after facility and building maintenance.

Decision making

Decisions affecting the common property are generally made by the majority of owners, the committee or, in some cases, the strata manager. Each lot owner has a vote on how the owners' corporation functions; things such as how high or low the owners' corporation fees will be, what services the building will employ and the frequency of those services, when & what works will be performed etc. Amongst many duties, the owners' corporation also has a legal responsibility to maintain the peace & enjoyment of the complex for all occupants & owners and common property of the building (i.e. insurance, gardens, utilities).

Many owners incorrectly assume the strata manager is the owners' corporation. This misconception has created the belief that the strata manager is solely responsible for the entire decision making process and is ultimately the reason why the fees may be high. In fact, it is the owners that collectively decide how the building will function – the strata manager is simply a contractor appointed to assist and implement owners' decisions.

Compliance

As well as complying with the relevant laws (particularly the Owners Corporation Act) the owners' corporation must also comply with, but not limited to;

- Tax Act and ATO requirements
- Building Act 1993
- Building regulations
- Occupational Health and Safety Act
- Subdivision Act
- Common law

The role of an owners' corporation manager

At Strata Plan we implement and assist with managing the decisions of the owners' corporation. This can include (but not limited to) the following;

- Prepare and distribute notices, agendas and minutes of owners' corporation meetings
- Attend to correspondence – this could be from the committee members or tradespeople, owners, agents or occupiers
- Arrange quotes for repairs and maintenance of common property areas
- Arrange and maintain required insurance
- Pay invoices
- Prepare and distribute financial statements and budgets
- Provide owners corporation certificates
- Keep and maintain the owners' corporation register
- Arrange audits and reports required by law
- Prepare and implement grievance procedures; and
- Assist you & your owners' corporation in complying with statutory requirements.

The responsibilities of an owners' corporation

An owners' corporation has several responsibilities - things such as the following;

- Maintaining the common property, services & fixtures and carrying out necessary repairs
- Preparing financial statements and keeping financial records
- Supplying owners' corporation certificates when requested
- Maintaining an owners' corporation register
- Take out and maintain required insurance
- Raise fees from each lot owners to meet financial obligations
- Initiate a dispute resolution procedure
- Carry out any functions or duties required under the Owners Corporations Act or Regulations, the owners corporation rules and any other law which directly affects the owners' corporation.

Decision making in an owners' corporation

Decisions are not made by Strata Plan but by your owners' corporation – owners meet and decide by majority. When an owners' corporation is formed, the owners must elect a chairperson and may also elect a committee. The committee is made up of between three and 12 owners which run the day-to-day operations of the owners corporation. This committee then acts on the behalf of the entire owners' corporation.

Votes are taken from lots or lot entitlements – not from the people living in the lot. So, someone who owns more than one lot is entitled to more than one vote, but if two people own one lot they are only allocated one vote between them.

Strata Plan seeks instructions from your owners corporation or the committee and acts only on the instructions of these bodies.

What else do I need to know

What are the builder's obligations?

In most cases, the builder has obligations to the owners' corporation and individual unit owners for 10 years (structural) & two years (non-structural) from the date of occupancy. This is in accordance with Section 134 of the Building Act 1993 VCAT's decision in *Thurston v. Campbell* (2007, VCAT 340)

As an owner, it is worthwhile familiarising yourself with Section 8 of the Warranties of the Domestic Building Contracts Act 1995. The most important points are as follows;

- a) The builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;
- b) The builder warrants that all materials to be supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;
- c) The builder warrants that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act;
- d) The builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;
- e) If the contract states the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner relies on the builder's skill and judgement, the builder warrants that the work and any material used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

Plainly speaking, this all means, that if a garage door continues to fail or the property is affected by leaks, it is most likely the responsibility of the builder to fix it.

These defects could also be offending other sections of the act as well. But whatever the fault is, the owner is entitled to a door that functions properly, an apartment that is free from leaks and a property free from defects.

Strata Plan's corporate values

Strata Plan strives to provide clients with the first-class owners' corporation management.

We are an active member of a number of industry associations including Owners Corporation Victoria, REIV, and NCIT. We also hold an Australian Financial Services Representative License through the Australian Securities and Investments Commission (ASIC).

We aim to deliver an owners' corporation service that turns-up-the-heat on the industry with a defined focus on customer service, efficiency and value for money. It is our belief to inspire amazing life spaces, for our customers within their communities.

Our team has a unique combination of property development, technology management and business transformation.

Community focus

Strata Plan is very conscious of the world around us and as such, we are proud supporter of various charities and have policies in place on how we expect to give back to the community. We strongly believe in a 'treat others as you wish to be treated' attitude - with respect, honesty and understanding.

The following values are instilled in all of our team members, to be effective and consistent communicators, problem solvers and act in an influential and professional manner.

Service

Strata Plan is an industry leader when it comes to the provision of new systems and procedures. Initiatives such as the 24/7 Online Helpdesk and MyCommunity online portal, as well as ongoing industry education and training for staff, ensures the client receives superior knowledge and high-level customer service. Please contact 1300 278 728 for your MyCommunity login details.

What is MyCommunity

Your interactive online information and banking system for your property and the place where amazing life spaces begin

- Where amazing shared space come to life.
- A place where you can easily access your information and have greater control of your life space.
- Receive and pay your levies online.
- Committee's and owners can review financial information.
- Find electronic records and transparency for owners and committee members.
- Committee's can view in-house debt collection progress.
- Committee's, lot owners and tenants can information via a secure log in.
- Register issues with your Strata Plan Owners Corporation management team.
- Maintain historical documentation of your building and life space.
- Perform your committee role with confidence and ease with 24/7 access.
- Communicate with your Owners Corporation management team and others owners in your life space.
- Explore notices, events and promotions.

Registration is easy, simply call our friendly Customer Service team on 1300 278 728.

Frequently Asked Questions

At Strata Plan, we take calls every day from clients wanting to know what we're all about and what the rights & obligations of an owner & owner's corporations are. So, to better facilitate you, we have put together a list of the things we get asked about most often. If you can't find the answer to your question below, please don't hesitate to contact our office on 1300 278 782 and we will be more than happy to answer your queries.

Q How do I see my information online?

A Owners, committee members and tenant can log into the online portal and see financial information and notices related to the building via My Community. The portal also has several options to make notifications and communicate within you life space.

Q Why are my levies higher than my friends who own an apartment down the road and they have more facilities?

A Your levies are in accordance with the liability of your lot as detailed in the plan of subdivision for the property. Your lot liability is levied against the approved annual budget as resolved at your AGM. The approved annual budget for the building are levied to your lot 4 times a year.

Q What does the caretaker / gardener do?

A The gardener has been contracted by the Owners Corporation and provides services at the property, generally to a scope as defined by the owner's corporation committee.

Q Why isn't (x) covered under OC jurisdiction? i.e. repair of balconies?

A The Owners Corporation is responsible for maintaining and improving common property which is jointly held property. The registered plan of subdivision for the property defines the boundaries of common property. Generally boundaries are defined as interior facing, exterior facing, median or hatched depending on the plan of sub division.

Q Why do SP get a commission from the Insurance Co?

A A common feature of the strata insurance market is the payment of commissions to managers and other intermediaries such as brokers for arranging policies. This is a well established mechanism in insurance markets to cover the cost of organising policies and dealing with claims.

Q You are the Manager and you should be visiting the property on a regular basis.

A Normally one visit per year is covered by the annual management fee for service. In the event additional site visits are required they are charged at an hourly rate.

Q What do the disbursements cover?

A The annual disbursement fee covers accounting and insurance services, document management and for the managers to arrange and attend your Annual AGM on behalf of your Owners Corporation.

Q What is the Schedule 3 Fee?

A 2.2 charges are additional services paid by an hourly rate or fixed fee for activities outside the standard management fee.

Q How much will my levies be and why do they now need to increase? What do I get for the money?

A Annual fees and insurance commissions cover general administration, maintenance, insurance and other ongoing costs. Lot owners are charged their portion of annual fees in according to their lot liability.

Q Why do we have to have a Contingency amount in the proposed budget?

A The proposed budget mostly deals with estimates and projections that are proposed based on what is known, as well as projected future uncertainties. The budget contingency purposely incorporates certain risk factors into the proposed budget to help and Owners Corporation prepare for potential contingencies that may arise in the financial year.

Q What do we pay you for if we have to make the decisions?

A The committee of the Owners Corporation make the decisions and instruct the managers to act in accordance with their decisions on behalf of all owners. In the absence of a committee or chairperson the managers are delegated certain authorities to act on behalf of the Owners Corporation in accordance with the OC Act 2006.

Q How can we make savings in our building?

A Most savings will be generated by the review of services, contractors, electricity audits, proactive services maintenance services such as link 24, review of waste management etc.

Q Why has the repairs or maintenance not being done, what's the delay?

A Several things can impact timely repairs, such as financial constraints of the Owner Corporation, the need to raise special levies to undertake works. The decision process of the committee and instructions to the manager to proceed is delayed and quotation are no longer valid. There maybe an insurance claim to process prior to works commencing or expert reports need to be commissioned. These and other factors can delay repairs and maintenance.

Q As a lot owner how can I participate in the management of the building.

A As a lot owner you can nominate to be on your owner's corporation committee. If your nomination is successful and you become a member of the committee your duties will be:- Act honestly and in good faith, exercise due care and diligence. Not make improper use of his or her position as a member to gain, directly or indirectly, an advantage for themselves or for any other person. Report to the Owners Corporation at each annual general meeting.

Q What are the powers of the Chairperson and Committee members?

A An Owners Corporation committee must elect a chairperson. Your committee may not be legal if it fails to elect a chairperson. The chairperson also becomes the owner's corporation chairperson. The chairperson's role is to run meetings in a way that encourages decisions. The chairperson should allow fair and open discussions of matters and stick to the agenda, so decisions can be made. If there is not committee, the owner's corporation chairperson must be a lot owner. The chairperson does not have any decision – making powers unless delegated in writing by the Owners Corporation or committee.

The Chairperson has the power to convene the annual general meeting, convene a special general meeting, arrange a ballot, make the casting vote at a general or committee meeting when the count is equal. The chairperson does not have any special powers to make decisions on behalf of the owners corporation, committee or lot owners. But the owners corporation can choose to delegate powers to the chairperson.

Q What is Strata Plans role as the Managers?

A Strata Plans role is to administer the day to day secretarial and administrative instructions and requirements of the owners corporation in accordance with the OC Act 2006. Hold all money held on behalf of the owners corporation on trust for the owners corporation, account separately for monies held, arrange the insurance process claims and report annually at the AGM

Q Why do we have to have “Loss of Rent” in the insurance?

A You have cover for loss of rent so in the event your property is deemed to be, not fit to live in while it is being repaired or rebuilding is taking place.

Q How do I pay my fees?

A There are many options available for clients when paying your levies. These options are explained on your Fee Notice;

Q Why do we need to use Strata Plans contractors and suppliers?


A The owner’s corporation and its committee engage and provide the scope for contractors, on behalf of the owners corporation



Q Why did SP set the budget so High /Low?

A Strata Plan propose a budget based on the past years budget and actual expenditure of the building. The budget is the annual budget of the Owners Corporation and any increase or decrease to the budget is a decision of the committee members or the Owners Corporation before it is adopted at the AGM.

 If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.
 Please make cheques payable to: Owners Corporation for Plan No. A_Demo_Z901548

 DEFT PAYMENT SYSTEMS	DEFT Reference Number: 1234 5678 9308 0450 0111	Strata Plan Lot No. 10 Unit 10 Melbourne Tower Invoice No: 0000041
	How to Pay By post: Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 2174, MELBOURNE VIC 3001 In person: Present this page to make your payment by cash, cheque or EFTPOS at any post office. Bpay: Call your bank, credit union or building society to make this payment from your cheque or savings account. By phone: Please call 1300 301 090 to make your payment using Mastercard, Visa, Diners Club or American Express. Internet: Visit www.mystrata.com and use the DEFT reference number supplied on this page. Payments by credit or debit card may attract a surcharge. Registration is required for payments from cheque or savings accounts. Registration forms available from www.deft.com.au or call 1800 672 162.	Net Amount Payable: \$ 4,210.46 Due Date: 10/08/2015

	Biller Code: 96503 Reference: 1234 5678 9308 0450 0111
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 *496 123456789 30804500111

Options include online payments via your MyCommunity login by visiting the DEFT website (www.deft.com.au). The DEFT website offer easy-to-understand instructions for first time users so to make the task as easy as possible for you. You can also call DEFT directly on 1300 301 090 to make a payment, or post in your payment via cheque or money order. In addition, payments can be made at Australia Post or directly from your online banking account via BPay.

Q Where does my money go?
How do I reduce my fees?

A Like any organisation, your owners' corporation requires an income to pay for anticipated expenses; such as gardeners, caretakers, garbage collection, lift maintenance etc. There also needs to be some reserve to cover unexpected expense such as burst pipes or property damage due to weather.

Your fees are set at the level they are to ensure that all these expenses can be paid. To reduce the cost of fees and levies, owners are encouraged to become involved with their owners' corporation. Owner involvement, occupant awareness and action and paying levies on time helps bring down corporation costs.

Owners must bear in mind that each building is different and owners at one building may decide to put a large amount of money aside to ensure they're building is serviced well, whereas the emphasis on property maintenance may not be as strong at another property. For example a gardener may attend one building on a weekly basis but another monthly.

Unfortunately many owners' corporations see no immediate value in preparing a healthy budget - most prefer to keep their fees to a minimum and as a result, approve a lean budget. This method presumes the following;

- † All owners will pay their fees on time all the time
- † All expenses will be within budget
- † No other expenses or surprise will arise.

However, the possibility of all the above occurring in any one year is unlikely.

Q How do I gain access to the 24/7 Online Helpdesk? What does it do?.

A Our friendly team can help you with access to our 24/7 Online Helpdesk. Simply call 1300 278 728 and we will set-up your unique username and password. Once you have access to the portal, you will be able to view your owners' corporation information – things such as reports, owner's account and personal information, outstanding levies, owners' corporation financial reports, budgets and transactions as well as insurance reports..

Q How often are the meetings held?

A Annual General Meetings are held once a year, with extra meetings called if the need arises. Strata Plan will liaise firstly with the chairperson and thereafter board members if any grievances arise. If need be, meetings can be held after hours and on weekends to facilitate the needs of clients.

Q Can I have a pet?

A It all depends on what is set out in your owners' corporation rules. Each owners' corporation is different. You would have been provided with a set of rules when you took over your property. You should be able to find the answer in this document. If you have any trouble thereafter, your strata manager should be able to point you in the right direction.

Q I'm installing new window blinds are there any restrictions?

A It all depends on what is set out in your owners' corporation rules; most buildings will govern the colour of the window blinds or venetian. Each owner's corporation is different. You would have been provided with a set of rules when you took over your property. You should be able to find the answer in this document. If you have any trouble thereafter, your strata manager should be able to point you in the right direction.

Q Is it OK to put up a for sale/lease board out the front of the property?

A As a rule, 'for sale' signs are not permitted without prior consent but it is best to speak to us first.

Q Why does it take so long for my dispute/complaint to be resolved?

A There are certain procedures which must be undertaken before a dispute or complaint can be resolved. If the problem requires a lot of money to fix, it may need to go before the owners' corporation committee to get approval by vote. This could be one reason why it takes longer than expected to resolve.

Q The building looks terrible why is not being maintained?

A This can be a result of numerous factors, but generally a direct result of a lack of funds, inadequate reporting by occupants etc...

- Management: Collectively, committee, occupants and owners within a building have a duty of care to report defects or potential issues to the owners' corporation or Strata Plan. Some buildings have a full-time or part-time onsite building manager which greatly assists in identifying issues immediately. If an owners' corporation or committee fails to address the incident, the building will deteriorate.
- Inadequate Contractors: The demise of a building can be contributed to contractors failing to perform their duty or service, ie: gardener not attending to the gardens regularly or cleaners not fulfilling their roles or reporting issues back to the Strata Plan
- Lack of Funds: Like any organisation, it's difficult to address an incident without funding. Unfortunately, this usually occurs due to inadequate budgeting or owners not paying their fees on time. The options thereafter are to either raise a special levy to rectify the problem, do nothing or let the building deteriorate.

Q My property is affected by leaks, who is responsible?

A Leaks can be one of those issues that present no straight forward answer. The following can be used as a guide;

- **Identify:** The cause needs to be identified. This is usually performed by the property owner, however if it's unreasonable to expect the owner to perform the task, the owners' corporation may do so on the owners' behalf.
 - **Cause:** If the cause is a result of another property ie: a neighbour or common property, then the responsibility to fix the cause lay with that owner where the cause emanates from.
 - **Resolve:** Once the cause has been fixed, the lot initially making the request is notified and if they choose to, may decide to lodge an insurance claim via the owners corporation or the affected lot's contents policy.
- * The above assumes, all parties will co-operate in the process and the cause has been easily found.

What happens if it's not that smooth? - The hardest part of any leak incident is identifying the cause. This can be a complicated and costly procedure. Identifying the leak is generally a process of elimination and can affect both private and common properties. We have found that the majority of leaks are associated with defective membranes beneath bathrooms, balcony tiles and flashings. Where a party (owner or owners' corporation) is non-responsive in addressing the cause of the leak, the person affected by the problem, may initiate a disputes process which may see the matter referred to VCAT.

Q Insurance – lodging an insurance claim?

A The owners' corporation usually holds building & public liability insurance. Each lot may be entitled to lodge a claim where damage has occurred to property which is considered to form part of the building. *Internal lot content (carpets, light fittings, blinds etc) is not covered and owners should consider arranging their own cover.

Once a claim form is completed, the claimant should send all information to the Strata Plan so it can be lodged with the insurer. It's then the insurer's role to assess the claim, make their decision and notify the claimant of their decision.

Where a claim is approved, and refund payment is received, the insurer will generally make payment by cheque payable to the owners' corporation (as it is the policy holder) and send payment to Strata Plan. Once the payment has cleared, the claimant is reimbursed into their nominated account.

- I need the works/damage rectified ASAP
Where the incident is life threatening or makes the property uninhabitable, it is best the claimant or strata manager contacts the insurer directly and have them arrange their emergency team to assess the damage.

In some instances, the lot owner may decide to complete the works then lodge the claim hoping the insurer will reimburse all costs in full. The other option is to lodge the claim and await the insurer's response.

Owners' corporation jargon – a help guide

Builder

The contractor appointed by the developer to build the project. This person is also responsible for warranties and defect rectification.

Chairperson

Chairperson of the committee and generally the primary contact of an owners corporation.

Committee

A board of lot owners, elected by the owners to represent the entire owners corporation.

Common Property

The areas of common land not including lots. This could also include services such as pipes & duct that service more than one lot.

Developer

The technical owner of the project.

Grievance Committee

Usually a committee, responsible for addressing dispute within an owners corporation.

Land Surveyor

The contractor responsible for preparing the plan of subdivision. Also determines what each unit's share will be (liability/entitlement).

Liability & Entitlement

Usually determined by the land surveyor who apportions the share of each lot based on metrics such as property size or value. This is the share that each unit is liable to contribute to or entitled to receive. For example, why one unit pays more or less than another in owners corporation fees.

Lot

Most people refer to property as a unit. However, since the property is part of a subdivision, the owners corporation refers to the property as a lot.

Lot Owner

The legal owner of a parcel of land. Lot owners are automatically members of the owners corporation for the property.

Manager

A contractor appointed by the owners to manage and implement the decision of the owners (that's us!)

Owners Corporation

The legal entity that represents all of the owners within that building.

Plan Number

The legal name of the owners corporation, usually something like PS123456A.

Subdivision

A plan which shows the parcels of land that can be sold separately. These are called lots.

If you have any further queries or questions, our team are more than happy to take your call on 1300 278 728.

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 Noise and other nuisance control

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

(2) 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.

6 Dispute resolution

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

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

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

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

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

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

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

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

OWNERS CORPORATION RULES
Owners Corporation 1, Plan PS736075N, 952-954 High St, Reservoir VIC 3073

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1. Definitions

In these rules:

- (a) “Building” means the building constructed on the Land;
- (b) “Building Manager” means the person for the time being appointed by the Owners Corporation to be the Building Manager for the purposes detailed in these rules; or if no person is for the time being appointed, the Manager or secretary of the Owners Corporation;
- (c) “Common Property” means the areas designated as Common Property on the Plan
- (d) “Commercial Lot” means a Lot for Commercial or Retail use
- (e) “Developer” means Frater Lucas Pty Ltd or related body corporate responsible for the development of the Land and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.
- (f) “Development” means the development of 952-954 High St, Reservoir VIC 3073 as a mixed use residential apartment building and associated facilities with a ground floor retail component.
- (g) “Governmental Agency” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (h) “Lot” mean a Lot shown on the Plan
- (i) “Manager” means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (j) “Model Rules” means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (k) “Occupier” means the person or entity authorised by the Proprietor to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.
- (l) “Plan” means Plan of Subdivision No. **PS736075N**;
- (m) “Proprietor” means the registered proprietor of a Lot;
- (n) “Security Key” means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property;
- (o) “Stacker Lot” mean that part of a Lot shown on the plan used for the parking of vehicles
- (p) “Storage Lot” means an uninhabitable Lot shown on the Plan used for Storage of goods
- (q) Unless the context otherwise requires –
 - (i) headings are for convenience only,
 - (ii) words importing a gender include any gender,
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,

- (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,
- (vi) a reference to a Owners Corporation includes any elected committee of the Owners Corporation,
- (vii) a reference to a thing includes part of that thing, and
- (viii) as the context permits, the singular includes the plural and vice-versa;
- (r) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.
- (s) Where these Rules require or provide for the Owners Corporation Manager, the Owners Corporation Committee or Building Manager to do something it means that the Owners Corporation Manager, the Owners Corporation Committee or Building Manager (as the case may be) has been duly appointed and is acting under the delegated authority of the Owners Corporation to do the relevant act or thing or provide the relevant approval.
- (t) Where in these Rules it refers to Owners Corporation, it may be the case that the Owners Corporation has duly appointed and delegated to the Owners Corporation Manager or Owners Corporation Committee (as the case may be) the power and authority required to do the relevant act or thing referred to in the Rules.

2. **Support and Provision of Services**

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that;

- a. any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- b. the structural and functional integrity of any part of the Common Property is impaired; or
- c. the passage or provision of services through the Lot or the Common Property is interfered with.

3. **Behaviour by Proprietors and Occupiers**

A Proprietor or Occupier of a Lot must not;

- a. Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors;
- b. Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- c. Make or permit to be made noise from music or machinery which may be heard outside the Lot between the hours of 9.00pm and 8:00am;
- d. Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
- e. Obstruct the lawful use of Common Property by any person.

- f. Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.
- g. A Proprietor or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- h. A Proprietor or Occupier of a Lot must not smoke in the stairwells, lifts, foyers, car park lobbies, loading docks, areas set aside for plant and Storage, forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
- i. A Proprietor or Occupier of a Lot must not permit any child under the control of that Proprietor or Occupier to play on any part of the Common Property or, unless accompanied by an adult, to remain on any part of the Common Property comprising a car parking area or other area of possible danger or hazard to children.
- j. A Proprietor or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or on Common Property.
- k. The lift, if any, must be used in an orderly manner, and only in the manner for which it is designed.

4. **Cleaning of a Lot**

A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.

5. **Damage to Common Property**

A Proprietor or Occupier of a Lot shall not mark, paint or otherwise damage or deface any structure that forms part of the Common Property.

6. **Moving of Certain Articles**

A Proprietor or Occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Manager or Owners Corporation to be present.

Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager or Owners Corporation and the Proprietor or Occupier of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor or Occupier of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

Without limiting the generality of the foregoing rules, a Proprietor or Occupier of a Lot may only move articles likely to cause damage in accordance with permission given by the Owners Corporation or its Manager from time to time;

A Proprietor or Occupier of a Lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Building Manager, Manager or other personnel on behalf of the Owners Corporation.

A Proprietor or Occupier of a Lot must not;

- a. permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation or Manager;
- b. permit any vehicles to restrict access to the car park;
- c. permit any carriers to enter the Building other than via the loading dock or designated area permitted by the Owners Corporation or its Manager from time to time;
- d. conduct operations so as to unduly restrict access of other Proprietors or Occupiers of a Lot to the building;

- e. place any furniture or items in a lift other than that specified by the Owners Corporation or its Manager from time to time, and in any event, not until protective covers have been placed in the lift by the Manager;
- f. permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door;
- g. damage the Common Property

Proprietors or Occupiers moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by a Occupier of the Lot moving in or out is not paid within 14 days of the date of moving (and that Occupier of the Lot is not the owner of the Lot), then the Owners Corporations may recover the amount owed from the owner of the Lot.

7. **Interference with Common Property**

A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

A Proprietor or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property.

A Proprietor or Occupier of a Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a Lot must not install nor permit the installation of covering to any Storage areas other than as permitted by the Owners Corporation.

A Proprietor or Occupier of a Lot must not modify or add to any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a Lot must not enter any plant room without the consent of the Owners Corporation.

8. **Security of Common Property**

A Proprietor or Occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the Common Property or any person in or about the Building.

9. **Notification of Defects**

A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

10. **Compensation to Owners Corporation**

The Proprietor or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective licensees or invitees.

11. **Restricted Use of Common Property for Fire Control**

The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may;

- a. close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- b. permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- c. restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots;

A Proprietor or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule.

12. Security Keys

The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor.

A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the Occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

A Proprietor or Occupier of a Lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Proprietor, Owners Corporation or Manager.

A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

A Proprietor of a Lot must keep the Building Manager or Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager or Manager may maintain a register of Security Key holders which is up to date at all times.

13. Garbage

A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

A Proprietor or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation or its Manager from time to time but otherwise;

- a. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- b. 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;
- c. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property, and;
- d. all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. Consent of Owners Corporation

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of

a resolution that a Proprietor or Occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

16. Vehicles on Common Property

A Proprietor or Occupier of a Lot must not;

- a. park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation;
- b. permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served;
- c. store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Owners Corporation; or
- d. permit the use of those spaces allocated for visitors parking for more than 48 hours or as permitted by the Owners Corporation from time to time, without the prior written consent of the Owners Corporation or Manager.

17. Car Spaces & Parking

- a. A Proprietor or Occupier only has access to the car parking spaces that are allocated to a Lot.
- b. Car parking spaces allocated to a Lot form part of that Lot exclusively.
- c. A Proprietor or Occupier may only park vehicles within the car parking spaces allocated to their specific Lot.
- d. Car parking spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other Proprietors or Occupiers.
- e. A motorcycle is considered a vehicle under this section.
- f. Tradesmen are not permitted to park in the car parking areas.
- g. A Proprietor or Occupier may allow guests to occupy a car parking space which they are entitled to use, only if the guest is accompanied at all times to and from the car parking space by the Proprietor or Occupier.
- h. A Lot's unused car parking spaces may be leased or licensed to another Proprietor or Occupier of the Building (and with the consent of the Owners Corporation Manager), to a Proprietor or Occupier of any residence constructed on a Lot on the Plan and the lease/licence must terminate on or before the lessee/licensee vacating the Lot.
- i. Drivers must comply with all directional and speed limit signs in and around the car park.
- j. Drivers must exercise due care while driving in and around the car park so as not to cause danger or concern to any person or to property.
- k. A Proprietor or Occupier must keep their car parking space in a clean and tidy condition and must not litter the car park.
- l. Drivers must not do or permit anything to be done which will cause Nuisance or disturbance to a Proprietor or Occupier.
- m. The Owner's Corporation is not responsible for:
 - i. any damage to a vehicle while inside the car park or while entering or leaving the car park; or
 - ii. the theft of any vehicle or of any item within any vehicle parked in the car park.
- n. Vehicles are kept at the sole risk of the Proprietor or Occupier.
- o. Drivers must ensure that their vehicles do not leak oil or leave any mud or other residue on the floor or walls of the Building. A clean-up fee will be charged to a Proprietor or Occupier (as the case may be) if the Owner's Corporation has to clean up after a vehicle.
- p. A Proprietor or Occupier may only wash and clean their cars outside the car park.
- q. A car parking space may not be further enclosed, fenced, caged in or walled off in any way.

18. Car Stackers & Stacker Lots

18.1 A Proprietor or Occupier must:

- a. not use a Stacker Lot or any car stacker for any purpose other than is designed, without the prior written consent of the Owners Corporation;
- b. not assign, sub-let or grant any licence to any person for a Stacker Lot without the prior written consent of the Owners Corporation;
- c. not obstruct or block any Stacker Lot or the use or operation of any car stacker forming part of the Common Property;
- d. not use the Stacker Lot for the parking of vehicles which do not meet the car stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation from time to time;
- e. not allow or permit any person to use the car stacker who is not an owner or Occupier of the Proprietor's Lot;
- f. not allow or permit any person to use the car stacker if they have not undertaken an induction and training course on the car stacker's use, if so required by the Owners Corporation;
- g. not fail to provide particulars to the Owners Corporation of the Proprietor's or Occupier's vehicle and contact details using the car stacker including registration number and advise the Owners Corporation of any change;
- h. not damage or misuse the car stacker;
- i. not use, or allow a car stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor or an Occupier of a Stacker Lot;
- j. not fail to comply with any rules, requirements or directions about any security device which activates or operates the car stacker;
- k. not fail to promptly report to the Owners Corporation any damage, malfunction or failure of the car stacker to operate; or
- l. not delegate, assign or sublet any of its rights under this Rule to anyone other than the Proprietor or Occupier of a Stacker Lot.
- m. ensure that any vehicle is removed from the car stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the car stacker;
- n. not use a Stacker Lot when the Owners Corporation determines that the car stacker must be maintained, repaired or replaced; and
- o. permit access to the Stacker Lot for such works to be carried out.

18.2 A Proprietor or Occupier must not make any claim against the Owners Corporation for;

- a. any loss or cost due to the Proprietor's or Occupier's failure to observe these Rules; or
- b. the failure of the car stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.

18.3 Each Proprietor or Occupier must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Proprietor, the Occupier and any third party to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

19. Insurance Premiums

A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

20. Storage of Bicycles

A Proprietor or Occupier of a Lot must not;

- a. Permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

- b. Permit any bicycle to be brought into a Lot or the foyer, stairwells hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.

21. Fire Control, False Fire Alarms & MFB Costs

A Proprietor or Occupier of a 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.

A Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

A Proprietor or Occupier of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

A Proprietor or Occupier of a Lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the Lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

In the event that the Melbourne Fire Brigade is called out to the building as a result of the activation of a false fire alarm and the cause of the alarm is found to originate from a Lot, the Proprietor or Occupier of the Lot will be jointly and severally liable to pay any and all associated costs and charges connected to a false fire alarm.

A Proprietor or Occupier will be jointly and severally liable to pay all costs and charges connected to the false fire alarm regardless of whether the activation of the fire alarm was caused by a wilful, negligent, foreseeable, or unforeseeable action or inaction.

A Proprietor hereby agrees to indemnify the Owners Corporation for all costs and charges incurred by the Owners Corporation in connection to a false fire alarm call out and the Proprietor may elect to pursue recovery from the Occupier. This rule is enforceable regardless of whether:

1. The Occupier was directly, indirectly and /or negligently responsible for the cause of the fire alarm; and/or
2. The Proprietor authorised either impliedly or expressly the actions of the Occupier which caused the false fire alarm.

The Owners Corporation may recover as a debt due and payable from the Proprietor the costs and charges referred to in this rule as a special levy.

22. Balconies

1. A Proprietor or Occupier must:
 - a. not construct, erect or fix any shed, enclosure, spa, water feature, or structure of any nature or description or undertake any building works on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Owners Corporation;
 - b. 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;
 - c. not operate any gas barbeque or similar cooking appliance;
 - d. 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);
 - e. ensure that no rubbish, residue or overflow is expelled onto another Lot or any other part of the Building or Common Property or when cleaning or washing balconies other than to areas specifically designated for such purpose from time to time by the Owners Corporation;

- f. 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 or any other part of Building or Common Property;
 - g. grant and provide to the Owners Corporation, upon the Proprietor or Occupier being given written notice, access to any balcony forming part of the Proprietor's or Occupier's Lot for the purpose of cleaning and/or maintaining the Common Property;
 - h. ensure building materials related to any Building Works are not stacked or stored in or on balcony areas.
 - i. not permit disposal of cigarette butts, cigarette ash or any other item over balconies onto other Lots or any other part of Building or Common Property; and
 - j. must keep balconies clean, tidy and well maintained.
2. In accessing any part of a Lot the Owners Corporation must endeavour to cause minimal disturbance and inconvenience to that Proprietor or Occupier and must reasonably compensate any Proprietor or Occupier for any damage caused to the Proprietor or Occupier's property or personal effects as a result of any cleaning or maintenance works to the Common Property undertaken by the Owners Corporation under this Rule.

23. **Signs, Blinds & Awnings**

A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the Common Property or within the Lots, so as to be visible from outside the Lots unless approved by the Owners Corporation.

Nothing in rule 23, prohibits the Proprietor or Occupier of a Lot used as a restaurant, café or for other commercial purposes from affixing a sign to the Common Property or Lot provided the sign;

- a. is only for the purposes of identifying the business carried on from the Lot and the hours of operation of the business; and
- b. is in the immediate vicinity of the Lot; and
- c. complies with the requirements of all relevant authorities, and as permitted by the Owners Corporation from time to time; and
- d. is approved in writing by the Proprietor, Occupier and Owners Corporation

A Proprietor or Occupier of a Lot must not install or permit the installation of any wall, door or window coverings other than "charcoal grey" backed blinds or venetians i.e. charcoal grey can only be seen from the exterior of the building, or such other window coverings permitted by the Owners Corporation from time to time. Blinds should not be attached to the window framing under any circumstances.

A Proprietor or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.

A Proprietor or Occupier of a Lot must not install or permit the installation of any external blind or awnings to the Lot without the written consent of the Owners Corporation.

24. **Appearance of a Lot**

1. Without limiting any other of these rules, Proprietor or Occupier of a Lot must not, without prior written consent of the Owners Corporation;
 - a. 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.
 - b. install bars, screens or grilles other safety devices to the exterior of any windows or doors of a Lot;
 - c. 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;
 - d. attach to or hang from the exterior of the Lot any aerial or any security device or wires;
 - e. install or operate any intruder alarm which emits any audible signal;

- f. place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
 - g. allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
 - h. 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.
 - i. install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.
 - j. install any pipes, wiring, cables or the like to the external face/roof of the Building.
2. Without limiting any other of these rules the Proprietor or Occupier of a Lot must;
- a. keep the external facade of the Lot (including the surface of all walls, floors and ceilings which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation;
 - b. not do or permit anything to be done which would result in the external facade of the Lot (including the surface of all walls, floors and ceilings of facades which abut Common Property) not being in a good and proper condition and in accordance with all requirements of the Owners Corporation;
 - c. not fix, or place any thing upon the external facade of the Lot (including the surface of all walls, floors and ceilings which abut Common Property) or allow any such thing to remain therein save as permitted from time to time by the Owners Corporation in writing.
3. Each Proprietor of a Lot hereby irrevocably authorises the Owners Corporation, its servants agents and contractors, to undertake at the Proprietor's expense all works reasonably necessary to bring the external facade of that Lot (Lot (including the surface of all walls, floors and ceilings which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation.
25. **Painting, Finishing, Etc**
- A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of the Lot, building or any improvement forming part of the Common Property.
26. **Clothes Drying and Appearance of a Lot**
- A Proprietor or Occupier of a Lot must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the written consent of the Owners Corporation.
27. **Compliance with Rules by Invitees**
- A Proprietor or Occupier of a Lot must, take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of the lessee or licensee comply with these rules.
28. **Compliance with Laws**
- A Proprietor or Occupier of a Lot must, at the Proprietor's or Occupier's own expense, promptly comply with all laws relating to the Lot including, with limitation, any requirements, notices and orders of any governmental authority.
- A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may

cause a nuisance or hazard to any other Proprietor or Occupier of any Lot or the families or visitors of any such Proprietor or Occupier;

A Proprietor or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon the Proprietor or Occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade/roof of the Common Property.

29. Interference with Exclusive and Special Rights

A Proprietor or Occupier of a Lot must not use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

A Proprietor or Occupier of a Lot must not interfere with or obstruct the Building Manager or Manager from performing its duties under any Agreement entered into from time to time.

30. Building Works

1. A Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements;
 - a. Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - b. The Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Proprietors and Occupiers;
2. The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier;
 - a. Submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - b. Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable 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;
 - c. Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) be paid by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
 - d. The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning 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 material 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.

3. Without limiting the generality of sub-paragraph (d) the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works;
 - a. building materials must not be stacked or stored in the front side or rear of the Building;
 - b. scaffolding must not be erected on the Common Property or the exterior of the Building;
 - c. construction work must comply with all laws of the relevant governmental agencies;
 - d. the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state.
 - e. construction vehicles and construction worker's vehicles must not be brought onto or parked in the Common Property.
4. Before any of the Proprietor's or Occupier's works commence the Proprietor or the Occupier must;
 - a. cause to be effected and maintained during the period of the building works a contractors all risk insurance policy to the satisfaction of the Owners Corporation; and
 - b. deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

Access shall not be available to other Lots on the Plan or Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or the Owners Corporation in the case of Common Property;

The Proprietor or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

The Proprietor or Occupier of a Lot must forthwith make good any damage occasioned to the Building or the Common Property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

31. Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing, the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the said Proprietor or Occupier of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

1. A Proprietor or Occupier in occupation of a Lot must allow any person authorised by and on behalf of the Owners Corporation;
 - a. to enter the Lot or a building on the Lot in order to have access to the exterior of the building, or
 - b. to enter the Lot from the exterior of the building via a balcony, terrace, window or other part of the Lot and to use that part of the Lot, to facilitate the repair and maintenance of and other works on Common Property including the structure of the building and the exterior face of the building and any service that is for the benefit of more than one Lot or the

Common Property being areas of Common Property that would otherwise be difficult to access.

2. The Owners Corporation must give at least 1 days' notice in writing to the Proprietor or Occupier of a Lot or other Occupier of a Lot of an intention to enter:
 - a. unless the Occupier agrees to a lesser time and where the Occupier is a tenant under a residential tenancy agreement the Occupier must be given the same notice as that required to be given by a landlord under Section 85 of the Residential Tenancies Act 1997;
 - b. entry to and use of the relevant part of the Lot must be between the hours of 8.00 am and 6.00pm on any day Monday to Friday;
 - c. unless there is an emergency when no notice and no time restrictions apply, and then in such a manner as to cause as little interruption or inconvenience to the occupier as is possible in the circumstances.

32. Control of Noise and Other Sounds

A Proprietor or Occupier of a Lot must not make any changes, alterations, modifications or additions to the Lot, structure or otherwise which diminishes or may diminish noise attenuation within the building in providing insulation against the transmission of airborne and impact generated sound and must obtain the prior written approval of the Owners Corporation to:

- a. the installation and or removal whether or not replacement is proposed of existing fixed or loose carpet, rugs or other floor coverings or parquetry, floating or other timber floors.
- b. any other change to existing floor treatments or floor coverings, which approval will be given only if the Owners Corporation is satisfied that noise attenuation within the building will be maintained or improved and then only on such conditions as the Owners Corporation sees fit including requiring that further works be undertaken by the Proprietor or Occupier of the Lot to maintain or improve noise attenuation within the building so that occupiers of other Lots and users of Common Property continue to enjoy the existing or an improved amenity.

33. Conduct of Meeting

The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the relevant legislation.

34. Selling and Leasing

A Proprietor or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the Lot or Common Property without the written consent of the Owners Corporation.

35. Use of Appurtenances

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposit therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor or Occupier causing the damage or blockage.

36. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

37. Recovery of Owners Corporation Contribution Fees/Legal/Costs

The Proprietor or Occupier of a Lot shall pay on demand by the Owners Corporation;

- a. all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor or Occupier in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.
- b. all costs associated with repairs, maintenance, leak investigations or other works or services performed for the benefit of or relevant to a Lot, which are incurred by the Owners Corporation. The costs charges and expenses shall be due and payable as a debt due by the Proprietor or Occupier in default or breach to the Owners Corporation.
- c. all costs incurred by the Owners Corporation as a result of charges arising from a breach or default of an obligation by a Proprietor or Occupier of a Lot (such as though not limited to; false fire alarms, fire brigade charges, authority charges), shall be payable by any Proprietor or Occupier in default or breach. The costs charges and expenses shall be due and payable as a debt due by Proprietor or Occupier in default or breach to the Owners Corporation.

The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any Proprietor or Occupier to the Owners Corporation including commencing proceedings in VCAT, the Magistrates Court and for bankruptcy or the winding up of a company in the Federal or relevant Court. The Manager of the Owners Corporation and/or the committee of the Owners Corporation shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

38. Penalty Interest

The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest rates Act 1983.

The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any Proprietor to the Owners Corporation including commencing proceedings in VCAT or of relevant jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

39. Commercial Lots

The Proprietor or Occupier of a Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless;

- a. the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot; and
- b. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- c. the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors or Occupiers of other Lots.

Without limiting any other rule, the Proprietor or Occupier of any Lot used as a restaurant, cafe or for other commercial purposes must (unless otherwise permitted by the Owners Corporation);

- a. take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- b. avoid unnecessary noise when filling bins;
- c. ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- d. ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- e. store all bins within appropriate areas of the Lot and must not store bins or leave garbage on Common Property;
- f. comply with all health, noise and other regulations in carrying on the business from the Lot; and

- g. all times maintain any Common Property licensed to it in good order and otherwise in accordance with the terms and conditions of any licence or consent granted by the Owners Corporation.

40. Use of Common Property

A Proprietor or Occupier of a Lot must observe the rules in relation to the use of the Common Property as determined by the Owners Corporation from time to time and ensure that any invitees of the Proprietor or Occupier do not use the area except in accordance rules as permitted by the Owners Corporation from time to time.

41. Pets and Animals

- a. A Proprietor or Occupier of a Lot is not permitted to bring or keep any pets or animals on the Lot or Common Property without the written consent from the Owners Corporation of the Occupier's intent to keep a pet or animal on a Lot.
- b. A Proprietor or Occupier of a Lot must not keep any animal on Common Property 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.
- c. A Proprietor or Occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on Common Property such as corridors, lifts, gardens, paths and grass areas.
- d. A Proprietor or Occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the Common Property.
- e. A Proprietor or Occupier of a Lot must ensure that no animals are allowed in the garden or recreational areas; and must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby unless carried.

42. Storage of Flammable Goods

A Proprietor or Occupier of a Lot must not:

- a. except with the written consent of the Owners Corporation, use or store on the Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

43. Storage Lots

The Proprietor or Occupier of a Lot must:

- a. ensure that no flammable or corrosive liquids are stored in the relevant Storage Lot;
- b. ensure that the relevant Storage Lot is properly maintained and locked at all times;
- c. refrain from using the relevant Storage Lot in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property.

44. Mail, Newspaper Deliveries & Letter Boxes

The Proprietor or Occupier of a Lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.

The Proprietor or Occupier of a Lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a Proprietor or Proprietor's be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by

the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

A Proprietor or Occupier of a Lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

A Proprietor or Occupier of a Lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.

45. Dispute resolution

The grievance procedure set out in this rule applies to disputes involving a Proprietor, Manager, or an Occupier or the Owners Corporation.

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

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

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.

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

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

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

46. Danger

If the Proprietor or Occupier is aware of a risk or a danger (including, hazards, bomb threats, a fire or a riot) in the Building or the Lot, the Occupier or Proprietor must advise the Landlord or Owners Corporation immediately.

If there is, or could be, anything that is a risk or a danger to the Building or people in it (such as a bomb threat, a fire or a riot) the Occupier or Proprietor must obey the instructions of the police or the fire brigade or other emergency authority including leaving the Lot or Common Property. The Occupier or Proprietor must not re-enter the Lot, Common Property or Building unless the Proprietor, Owners Corporation or the police or fire brigade or other appropriate authority tells the Occupier or Proprietor it is safe to do so.

Committee & Chairperson's Guidelines

Intent

The following information is to assist you in the role as a Chairperson and Committee Member on behalf of our Owners Corporation.

Definitions

- "OC"** Owners Corporation
- "Committee"** A group of up to 7 owners (minimum three) who are appointed by our owners at the Annual General Meeting to act on our behalf in the administration & management of our building & owners Corporation.
More info here: http://www5.austlii.edu.au/au/legis/vic/num_act/ocaoaaa20214o2021502/s46.html
- "Chairperson"** A statutory role, with limited powers.
More info here: <https://www.consumer.vic.gov.au/housing/owners-corporations/meetings-and-committees/role-of-chairperson>
- "Manager"** The person or entity appointed to help administer the Owner Corporation & keep all owners informed.
More info here: <https://www.consumer.vic.gov.au/housing/owners-corporations/meetings-and-committees/working-with-your-owners-corporation-manager>

Procedure

Your role is to act in good faith and make decisions on behalf of all us owners, manage the operations of the Owners Corporations and instruct the Manager or relevant parties accordingly.

The Manager will be responsible for implementing the decisions of our committee, assisting in administration of matters such as, but not limited to; levies, paying invoices, correspondence with our fellow owners and tenants, and maintaining the financials. In addition to this our Manager should also assist our Committee and Chairperson in providing guidance.

The Committee, Chairperson and the Manager interact in a number of ways; committee meetings, general email correspondence and phone calls. The preferred method for dealing with issues that arise is via committee meetings however this may not always be the case for urgent matters. The following procedures detail the numerous ways in which the Committee and the Manager help manage our Owners Corporation.

Interactions - Committee & the Manager

1.	All decisions of our Committee must be made at a committee meeting and all committee members must have an opportunity to attend and vote.
2.	Where a decision is deemed urgent or cannot wait until a committee meeting, an email ballot will be conducted by the Chairperson.
3.	Any information or decision(s) that Committee members need to make will be forwarded by the Manager to all Committee members for their consideration or included in the meeting Agenda.
4.	All directions to the Manager should be via the Chairperson and in writing by way of minutes, after deliberation by all Committee members.
5.	If a Committee member contacts the Manager directly with an action item or issue, the Manager will forward this to the Chairperson for approval by the Committee.

6.	The Chairperson will collate the responses and the majority of votes will be deemed as the resolution.
7.	The Chairperson will advise the Manager in writing by way of minutes, of the Committee's decision.
8.	The Manager will only take instruction from the chairperson or an authorised Committee member.
9.	If a Committee member is in arrears of fees, they are suspended from the Committee until the fees are paid.
10.	If a vacancy becomes available on the Committee i.e. a Committee member sells their property. The Committee may resolve to fill the place with another Owner.
11.	Any interactions or correspondence with contractors and service providers must be via the Manager or an authorised Committee member. At all times, the Manager must be kept informed.

Committee Meetings

The committee may meet a number of predetermined times throughout the financial year. We expect you to meet at least once every 6 months per annum. These committee meetings are required to proceed as per the Owners Corporation Amendments Act 2021.

Step	Action
1.	The Committee, after the Annual General Meeting will determine the dates for the Committee meetings throughout the year.
2.	The Manager will create a draft agenda with items that require discussion and a decision to be made. This draft agenda is then circulated to all Committee members prior to the meeting, for their approval.
3.	The Manager must be invited to attend all meetings.
4.	Decisions are made by the majority of the Committee in attendance. In the event of a 50/50 split in the Committee, the Chairperson shall have the casting vote. A decision of the committee is a decision of the Owners Corporation, unless it is a restricted issue that requires a special or unanimous resolution at a general meeting, in these cases a general meeting will make a decision on that issue.
5.	In the event that less than 50% of the Committee attend, then all decisions are interim and cannot be confirmed until the next committee meeting, or as the law prescribe.
6.	The Manager will record all the decisions made in the Committee meeting and prepare the minutes.
7.	Minutes of a meeting, must be made available to the all owners as soon as possible or within 14 days of that meeting.
8.	The Manager will make available minutes to the all owners via the community portal.

Chairperson – Where there is no Committee

In some cases, there may be no committee and as such, we have delegated limited powers to you as a Chairperson to help ensure our building and Owners Corporation continues to function.

In the event there is no Committee, the Chairperson is delegated all powers Pursuant to Section 101 of the Owners Corporation Act (VIC) 2006, other than;

- a) those requiring a unanimous resolution, special resolution or required to be resolved a general meeting; and
- b) the termination or amendment of an existing contract/agreement; and
- c) the appointment of a new contract/agreement greater than 3months.

The Chairperson is obliged to comply with the above Committee procedures, where applicable. In all other cases the following applies;

Step	Action
1.	All directions to the Manager should be in writing.

2.	Any interactions or correspondence with contractors and service providers must be via the Manager.
3.	General meetings: The Manager will create a draft agenda with items that require discussion and a decision to be made. If requested by the Chairperson, this draft agenda may be provided to you prior to the meeting, for your approval.

Client Portal

All owners have access to the Owners Corporation Portal, which provides you access to live Owners Corporation reports and personal information. You'll need to register first, so please contact the Manager to obtain your log in details.

Liability of Committee

Committee members take on this role in an unpaid capacity and it is for this reason they should be protected against any legal action which may be taken for any lawful decisions they have made.

Section 117 substituted

For section 117 of the Owners Corporations Act 2006 substitute —

" 117 Duties of members of committees and sub-committees

(1) A member of a committee or sub-committee of an owners corporation must, in the performance of the member's functions—

- (a) act honestly and in good faith; and
- (b) exercise due care and diligence; and
- (c) act in the interests of the owners corporation.

(2) A member of a committee or sub-committee of an owners corporation must not make improper use of the member's position to gain, directly or indirectly, an advantage for the member or for any other person."

Related policy instruments

Owners Corporation Amendments Act 2021
Subdivision Act 1988
Subdivision Regulations 2011

22 April 2024

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



the place
to live

Dear Sir/ Madam,

RE: 302/20 BEDFORD STREET RESERVOIR VIC 3073

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 37522 / 20151064 /2
Reference No: 52158/2015/2

Type of Permit : Building Permit
Issue Date : 26 October 2015

Proposed Mixed Use Development consisting of 15 Apartments, associated ground floor Carpark & 1 ground floor Commercial Tenancy

Stage 2 to completion of whole building

Occupancy Permit Certificate

Date Issued: 13 July 2016

Relevant Building Surveyor: Adem Kose 9380 5552

PBS Permit No: 37522 / 20151064 /1
Reference No: 52158/2015/1

Type of Permit : Building Permit
Issue Date : 5 August 2015

Proposed Mixed Use Development consisting of 15 Apartments, associated ground floor Carpark & 1 ground floor Commercial Tenancy

Stage 1 In ground Electrical, Hydraulic & Civil Works and Footings/Foundation Works only

Occupancy Permit Certificate

Date Issued: 13 July 2016

Relevant Building Surveyor: Adem Kose 9380 5552

- **Council records show that there is a Building Notice on this property.**

A search of our Building Services Unit reveals that there is an outstanding Building Notice, this was issued on the 27 May 2021

Please contact the Darebin Building Services Unit on 8470 8899 regarding this matter.

- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
Or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

- Further property information can be provided and obtained pursuant to a Land Information Certificate issued by Council's Revenue Department.

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,



Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 72489612-021-4:102311

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

22 April 2024

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GPO BOX 527
MELBOURNE VIC 3001



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Ph: 8470 8899

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1022289

APPLICANT'S NAME & ADDRESS

ANNA GERANIS C/- LANDATA
DOCKLANDS

VENDOR

LACEY, MARK

PURCHASER

LACEY, MARK

REFERENCE

2703

This certificate is issued for:

LOT 302 PLAN PS736075 ALSO KNOWN AS 302/20 BEDFORD STREET RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 - C170dare

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

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

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

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

15 April 2024

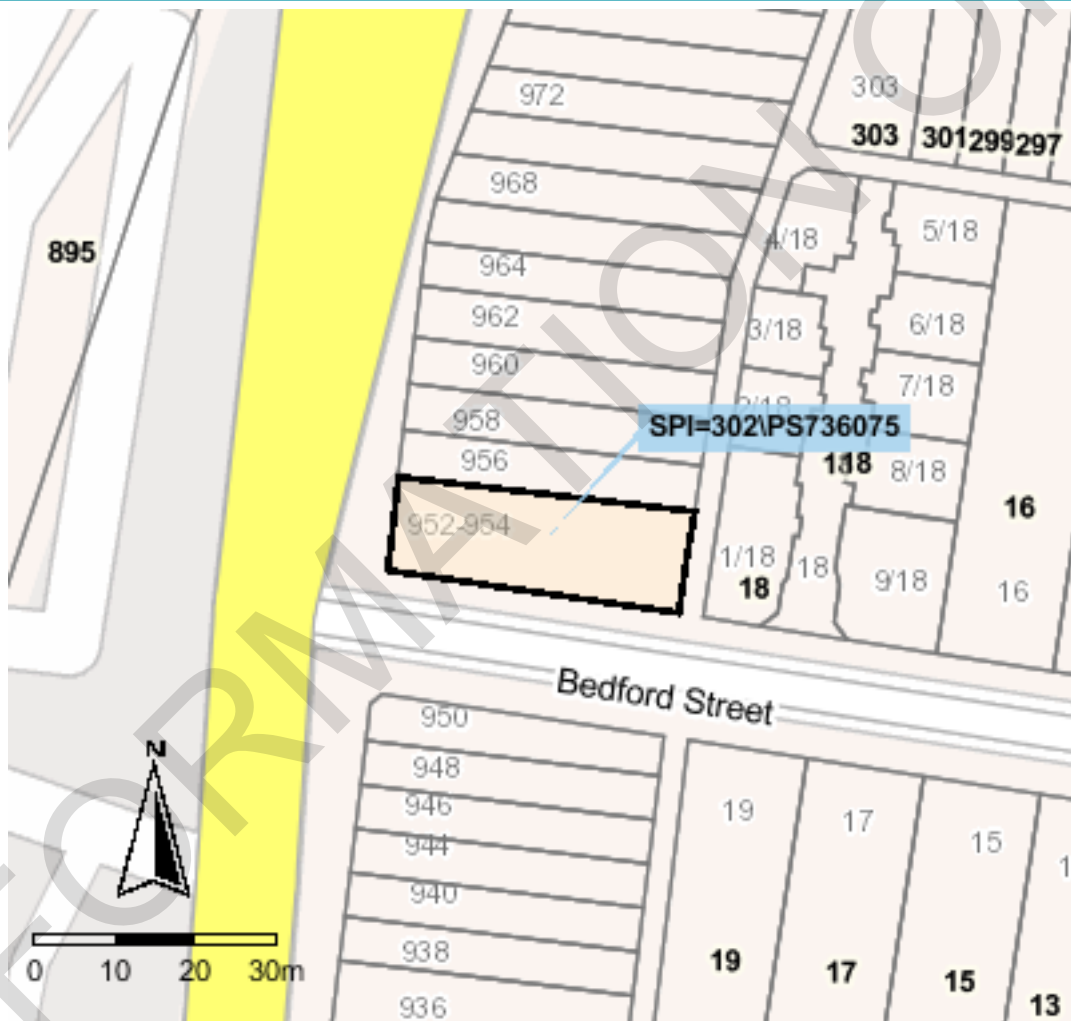
Sonya Kilkeny
Minister for Planning

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anna Geranis
954 High Street
RESERVOIR 3073

Client Reference: 2703

NO PROPOSALS. As at the 29th April 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 302 20 BEDFORD STREET, RESERVOIR 3073
CITY OF DAREBIN

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th April 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72489612 - 72489612110610 '2703'

From www.planning.vic.gov.au at 15 April 2024 11:01 AM

PROPERTY DETAILS

Address: **302/20 BEDFORD STREET RESERVOIR 3073**
 Lot and Plan Number: **Lot 302 PS736075**
 Standard Parcel Identifier (SPI): **302\PS736075**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **254950**
 Planning Scheme: **Darebin**
 Directory Reference: **Melway 18 H6**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PRESTON**

OTHER

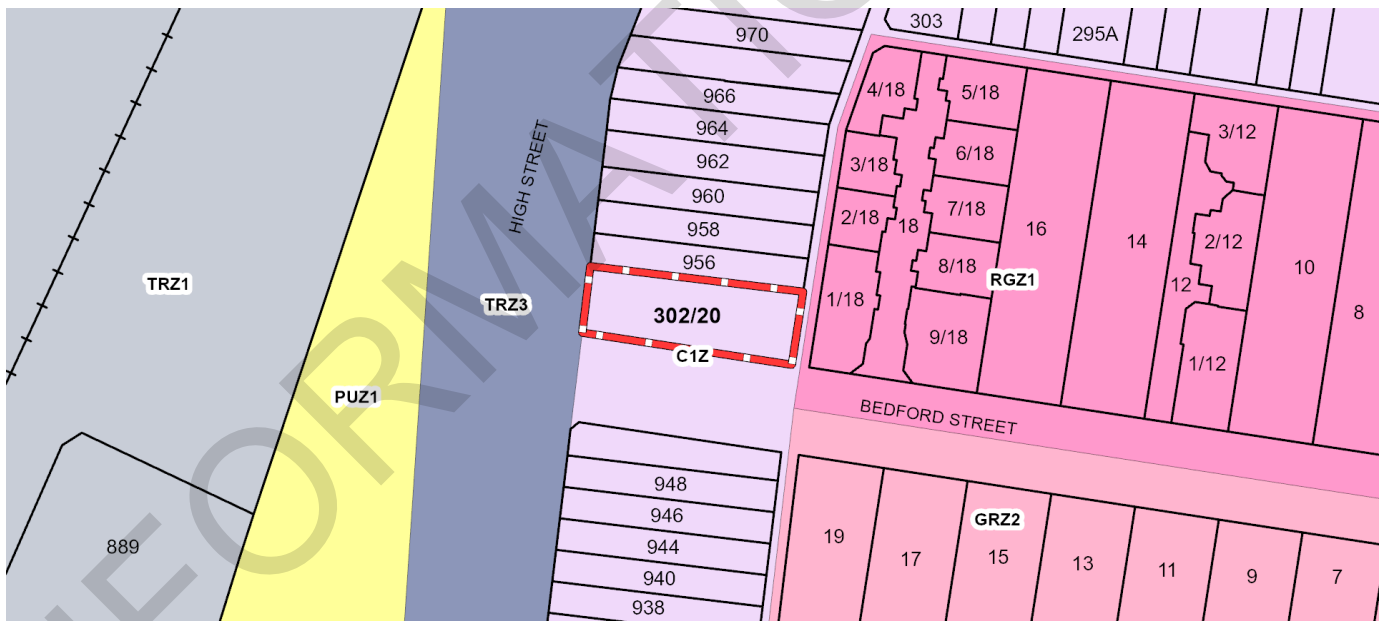
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

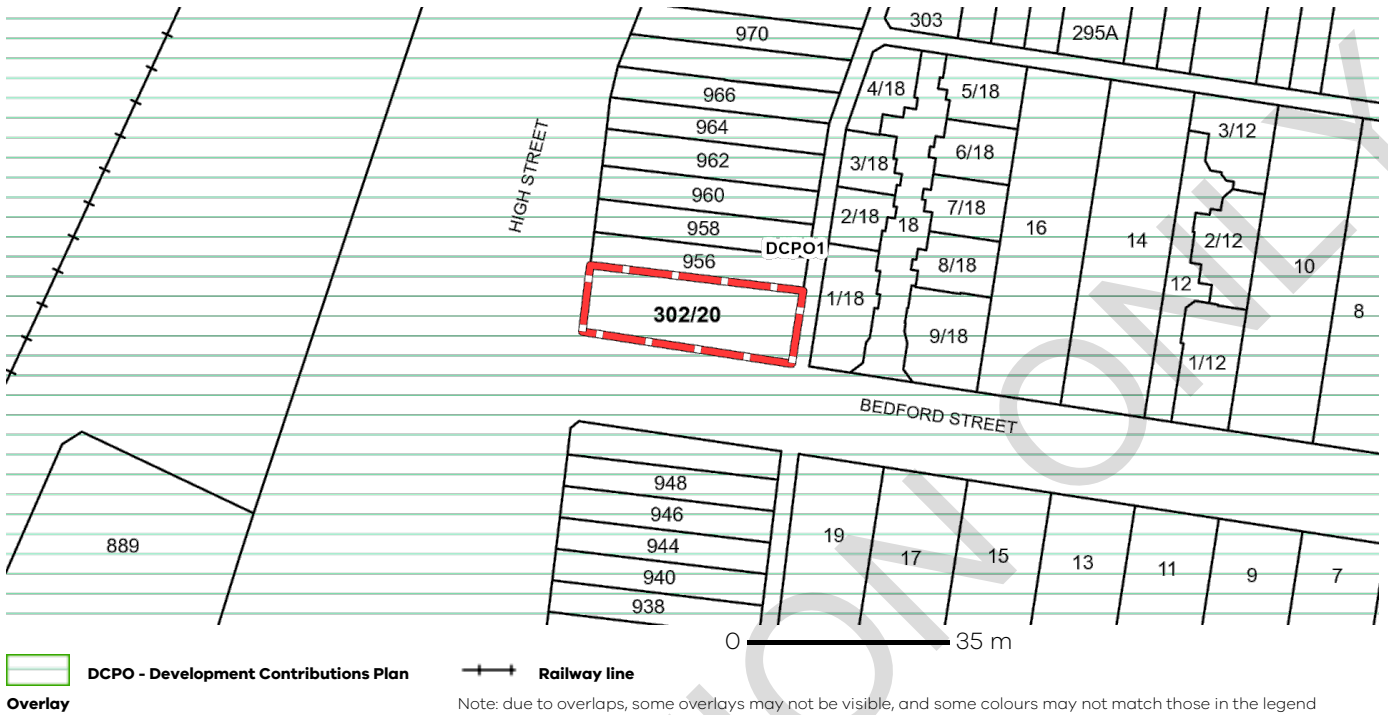
[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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

Planning Overlays

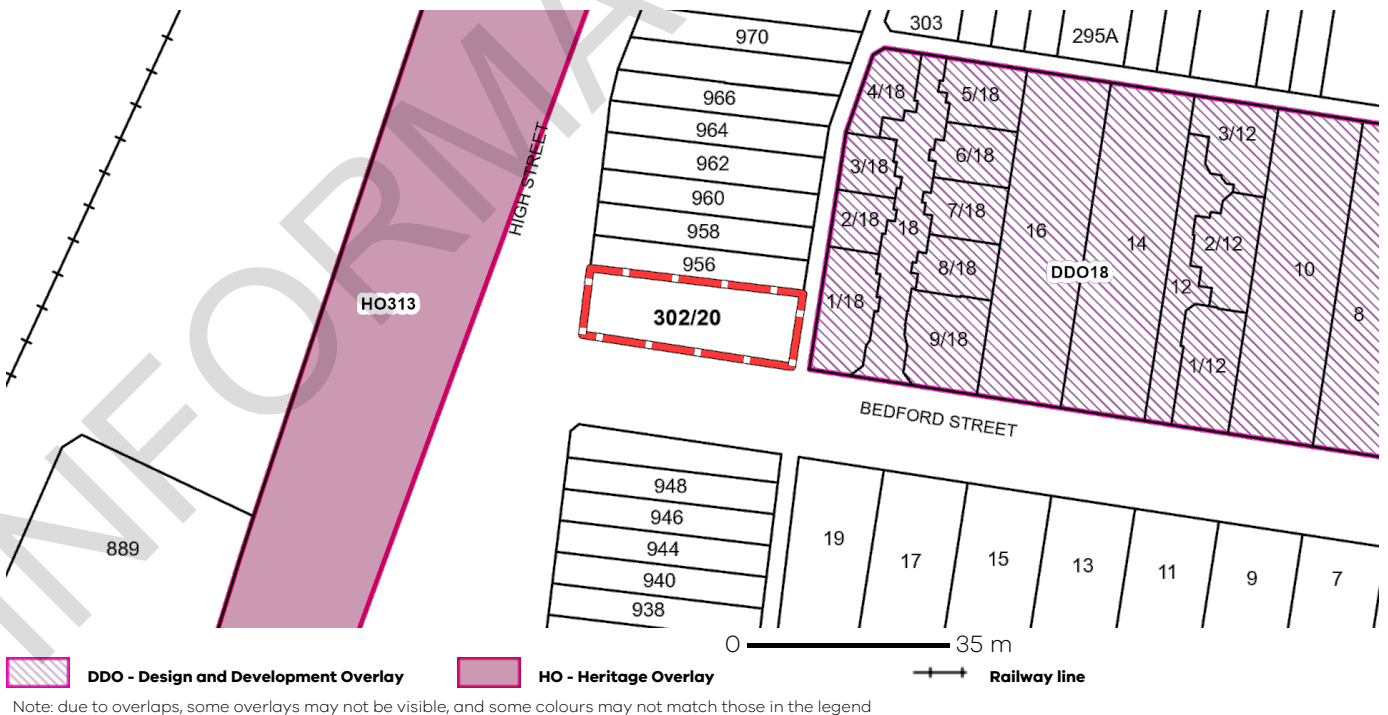
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[HERITAGE OVERLAY \(HO\)](#)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

PROPERTY DETAILS

Address: **302/20 BEDFORD STREET RESERVOIR 3073**

Lot and Plan Number: **Lot 302 PS736075**

Standard Parcel Identifier (SPI): **302\PS736075**

Local Government Area (Council): **DAREBIN**

Council Property Number: **254950**

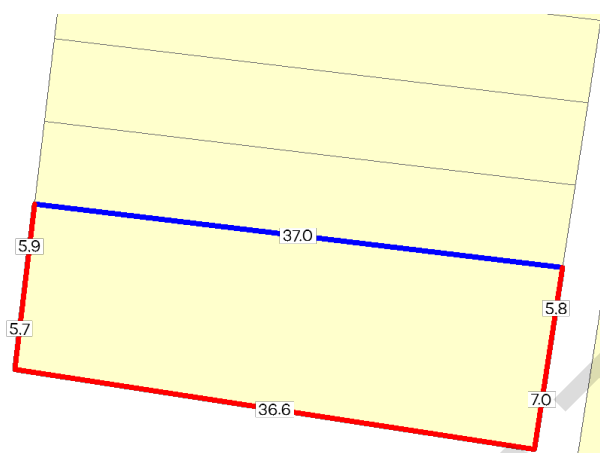
Directory Reference: **Melway 18 H6**

www.darebin.vic.gov.au

Note: There are 20 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 448 sq. m

Perimeter: 98 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **PRESTON**

PLANNING INFORMATION

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

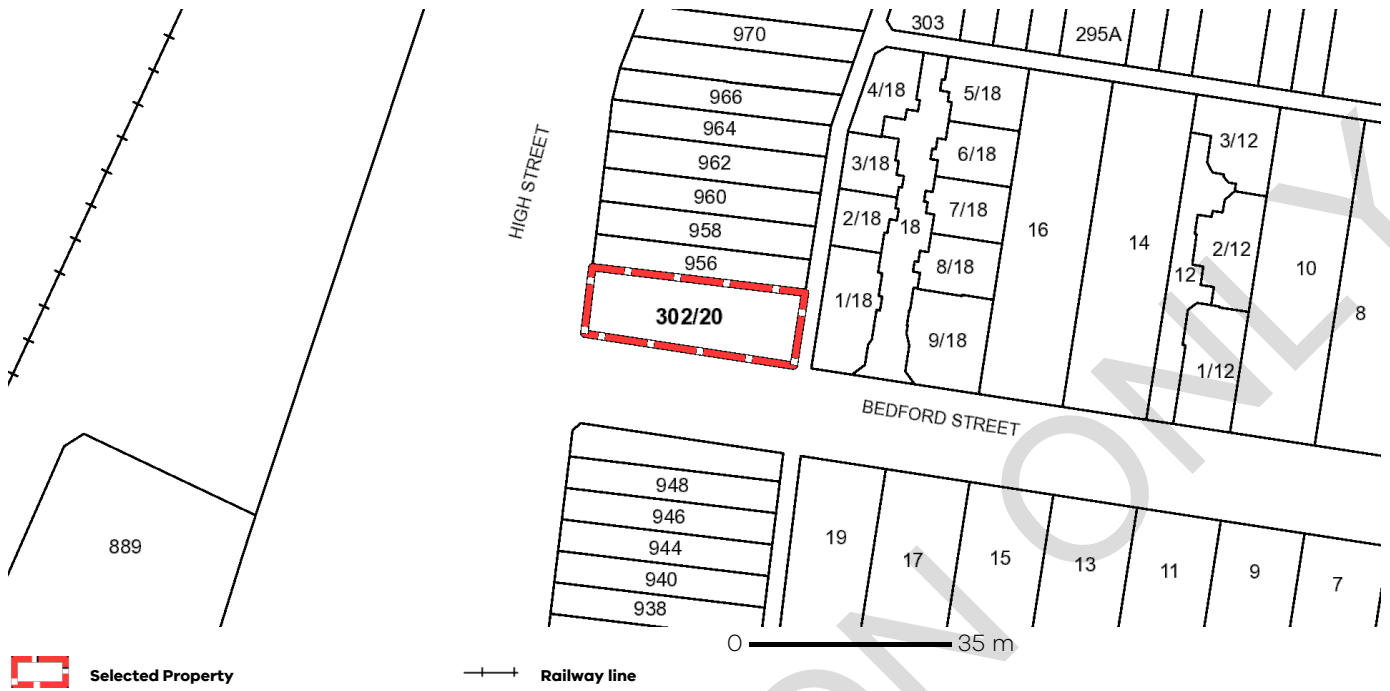
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

Railway line

INFORMATION

DATED

2024

MARK PHILLIP LACEY

CONTRACT OF SALE OF REAL ESTATE

Property: UNIT 302 20 BEDFORD STREET RESERVOIR VIC 3073

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD
Licensed Conveyancer

954 High Street Reservoir Vic 3073
Tel: 9464 6732

Ref: AJ:24/2703AJ