Contract of Sale of Land

Property:

Unit 704, 610 ST KILDA Road, Melbourne VIC 3004

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:042734

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **ROBYN ANN LEES and ROBERT FAULKNER LEES**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: ROBYN ANN LEES and ROBERT FAULKNER LEES

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45 Jupiter Drive Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 042734

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10665	Folio	409	704	PS 421846S

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

Property address

The address of the land is: Unit 704, 610 ST KILDA Road, Melbourne VIC 3004

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☒ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 704, 610 ST KILDA ROAD, MELBOURNE VIC 3004

Vendor's name	ROBYN ANN LEES	Date / /
Vendor's signature	_____	
Vendor's name	ROBERT FAULKNER LEES	Date / /
Vendor's signature	_____	

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 10665 FOLIO 409

Security no : 124123725749T
Produced 15/04/2025 07:30 PM

LAND DESCRIPTION

Lot 704 on Plan of Subdivision 421846S.
PARENT TITLE Volume 07560 Folio 023
Created by instrument PS421846S 30/07/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROBYN ANN LEES
ROBERT FAULKNER LEES both of 8 SHEPHERD STREET SURREY HILLS VIC 3127
AC312083Q 05/09/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC312084N 05/09/2003
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS421846S 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 704 610 ST KILDA ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS421846S

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DOCUMENT END

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PLAN OF SUBDIVISION

STAGE NO.	LTO use only	Plan Number
	EDITION 3	PS 421846S

Location of Land

Parish: MELBOURNE SOUTH

Township:
Section: V AT ST KILDA
Crown Allotment: 6
Crown Portion:

LTO Base Record: DCMB
Title Reference: VOL 7560 FOL 023

Last Plan Reference:
Postal Address: 610 ST KILDA ROAD
(at time of subdivision) MELBOURNE 3004

AMG Co-ordinates **E** 322 400
(of approx. centre of land in plan) **N** 5 808 600 **ZONE** 55

Council Certificate and Endorsement

Council Name: CITY OF PORT PHILLIP Ref: 63/2002

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

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

~~(ii) The requirement has been satisfied.~~

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

Council delegate
~~Council seal~~
Date 9/7/02

Re-certified under section 11(7) of the Subdivision Act ~~1988~~
Council delegate
Council seal
Date / /

Vesting of Roads and /or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

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

Depth Limitation DOES NOT APPLY

THIS PLAN HAS NO LEVEL 13

ALL INTERNAL SERVICE WIRES, CABLES, CONDUITS, DUCTS AND PIPE SHAFTS, INCLUDING FIRE, GAS, SEWERAGE, WATER, TELEPHONE & ELECTRICAL SERVICES, WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY No.1. THE POSITIONS OF THESE WIRES, CABLES, CONDUITS, DUCTS AND SHAFTS HAVE NOT ALWAYS BEEN SHOWN ON THE DIAGRAMS HEREIN.

THE COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 1, 2, 101-106, 201 TO 215, 301 TO 315, 401 TO 415, 501 TO 515, 601 TO 615, 701 TO 715, 801 TO 815, 901 TO 915, 1001 TO 1015, 1101 TO 1115, 1201 TO 1215, 1401 TO 1415, 1501-1509, 76C-79C, 139C-141C, 143C-150C, 204C, 217C-219C, 223C, 225C, 226C & 1S-24S.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

MEDIAN - WALLS SHOWN THUS (M)
INTERIOR FACE - ALL OTHER BOUNDARIES

LOTS 3 TO 100, 107 TO 200, 216 TO 300, 316 TO 400, 416 TO 500, 516 TO 600, 616 TO 700, 716 TO 800, 816 TO 900, 916 TO 1000, 1016 TO 1100, 1116 TO 1200, 1216 TO 1400, 1416 TO 1500 ARE NOT INCLUDED IN THIS PLAN.

LOTS 1, 2, 103, 204, 301, 801, 1001, 1201, 1404, 1501 & 1504 ARE IN 3 PARTS
ALL OTHER LOTS ARE IN 2 PARTS

Survey This plan is / ~~is not~~ based on survey
This survey has been connected to permanent marks no(s)
In proclaimed Survey Area No.

Easement Information

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land benefited/In Favour Of

LTO use only
Statement of Compliance/ Exemption Statement
Received ☑
Date 23/7/02

LTO use only
PLAN REGISTERED
TIME 12:36
Date 30/7/02
Helen Lynbarry
Assistant Registrar of Titles

Sheet 1 of 14 Sheets

MBS MAX BRAID surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

LICENSED SURVEYOR (PRINT) MARY C RABLING
SIGNATURE
DATE 4/7/2002
REF 9733100 VERSION 3

DATE 9/7/02
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

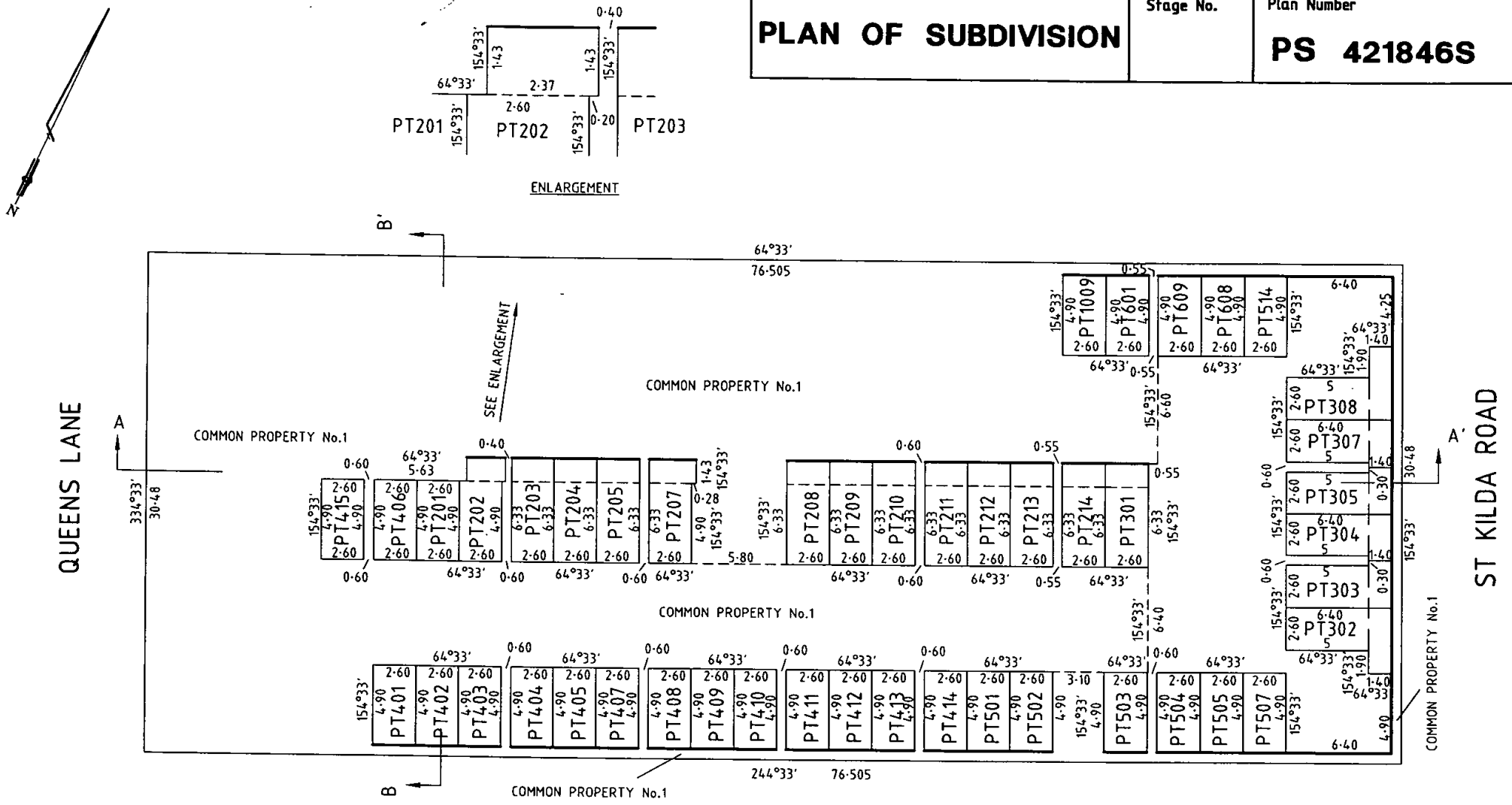


DIAGRAM 1
BASEMENT LEVEL 1

MBS MAX BRAID Surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733101 VERSION 3

Sheet 2 of 14 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 421846S

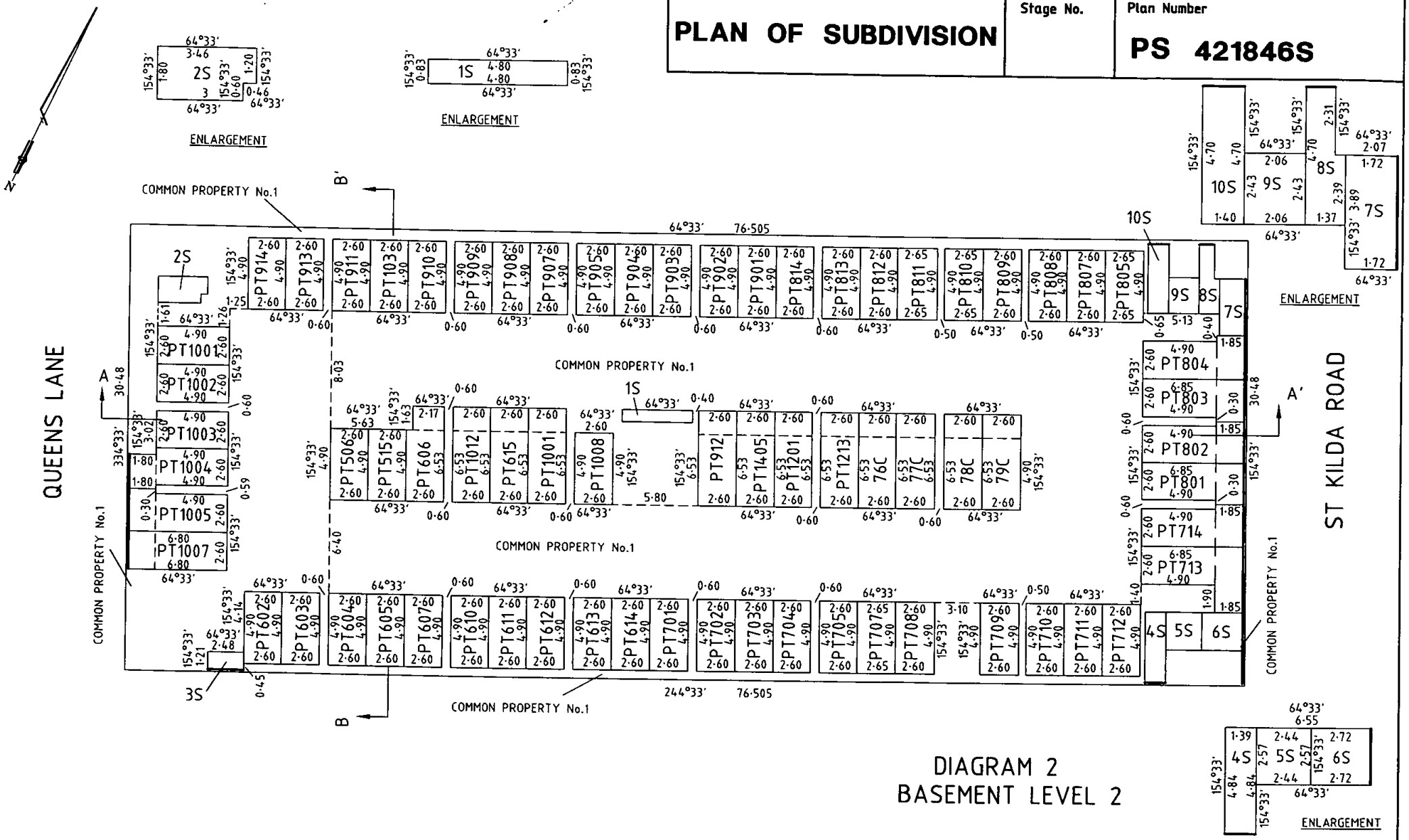


DIAGRAM 2
BASEMENT LEVEL 2

MBS MAX BRAID Surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2288
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733102 VERSION 3

Sheet 3 of 14 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

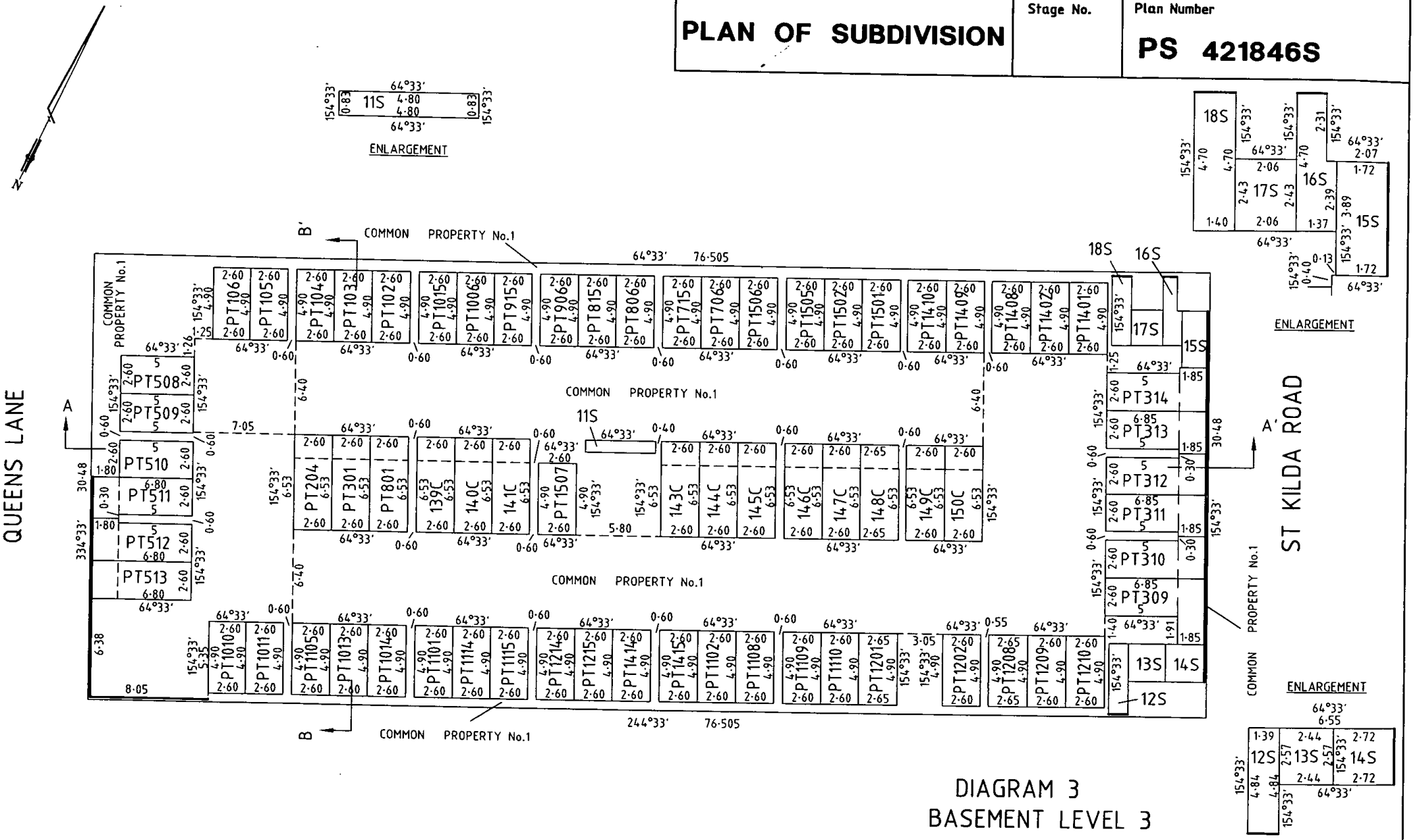


DIAGRAM 3
BASEMENT LEVEL 3

MBS MAX BRAID SURVEYORS

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2288
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733103 VERSION 3

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DATE / /

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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS 421846S**

ST KILDA ROAD

QUEENS LANE

COMMON PROPERTY No.1

PROPERTY No.1 COMMON

ENLARGEMENT

SEE ENLARGEMENT

DIAGRAM 4
LOWER GROUND LEVEL

LENGTHS ARE IN METRES

SCALE 2·5 0 5 10

LICENSED SURVEYOR MARY C RABLING

SIGNATURE

DATE

REF 9733104

VERSION 3

Sheet 5 of 14 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

ORIGINAL

SCALE 1:250

SHEET SIZE A3

MBS MAX BRAID SURVEYORS

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

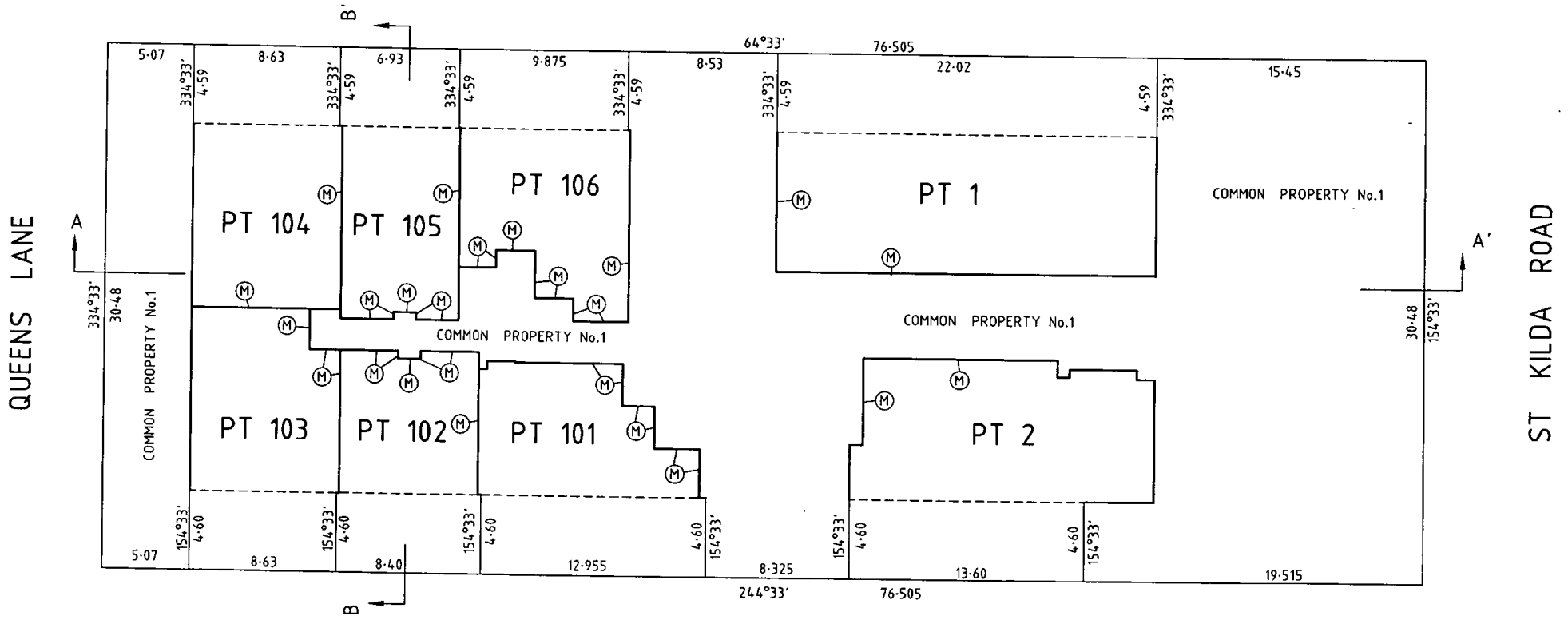


DIAGRAM 5

ENTRY LEVEL 1
(GROUND)

MBS MAX BRAID surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE

2·5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733105 VERSION 3

Sheet 6 of 14 Sheets

DATE / /

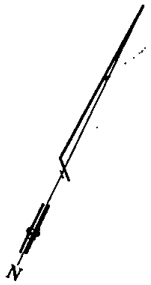
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S



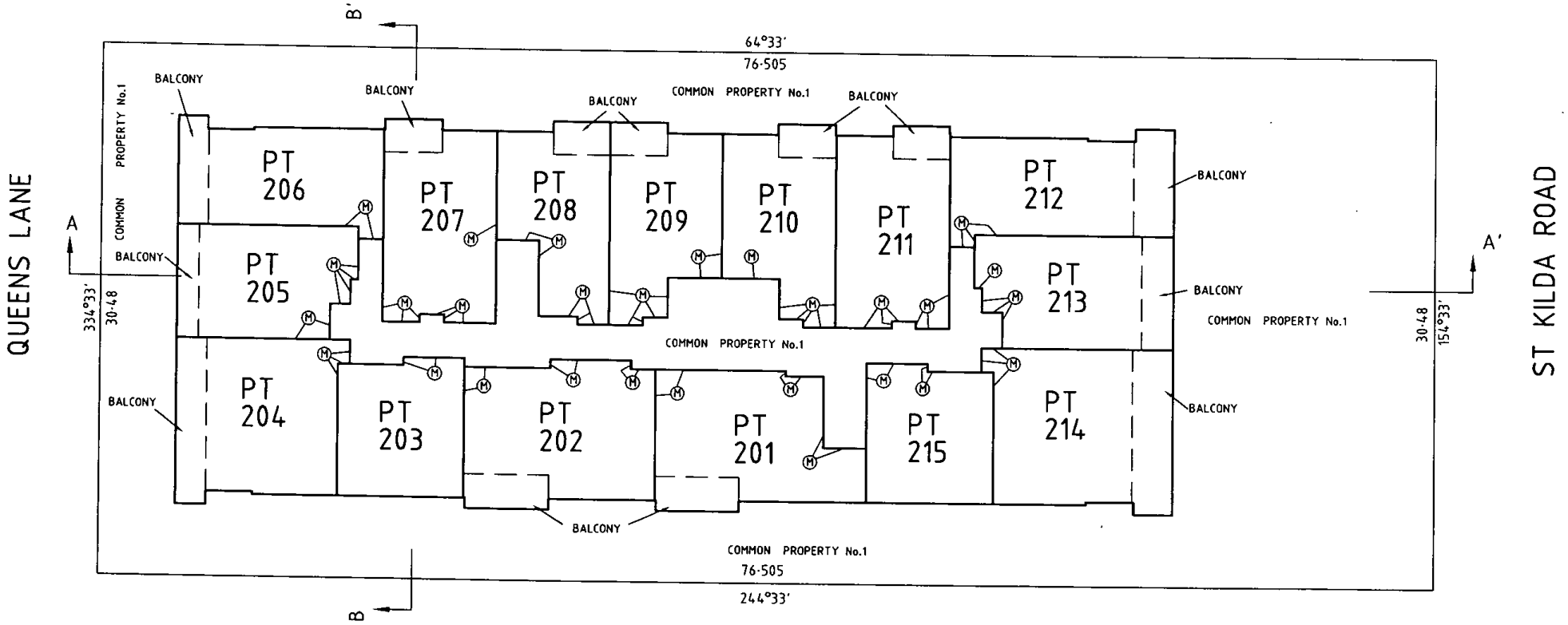


DIAGRAM 6
LEVEL 2

MBS
MAX BRAID surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2288
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733106 VERSION 3

Sheet 7 of 14 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

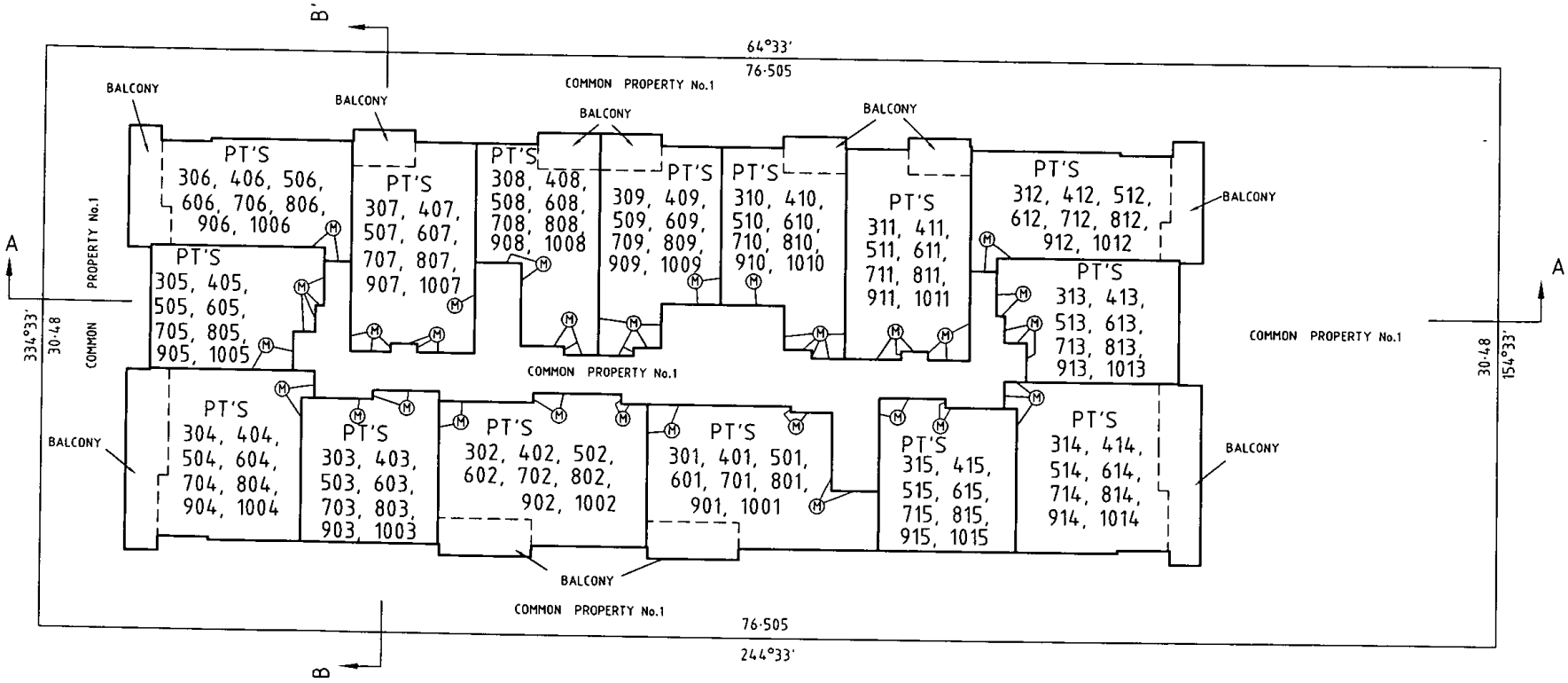


DIAGRAM 7
LEVEL 3 - 10

MBS
MAX BRAID surveyors
MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733107 VERSION 3

Sheet 8 of 14 Sheets

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COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

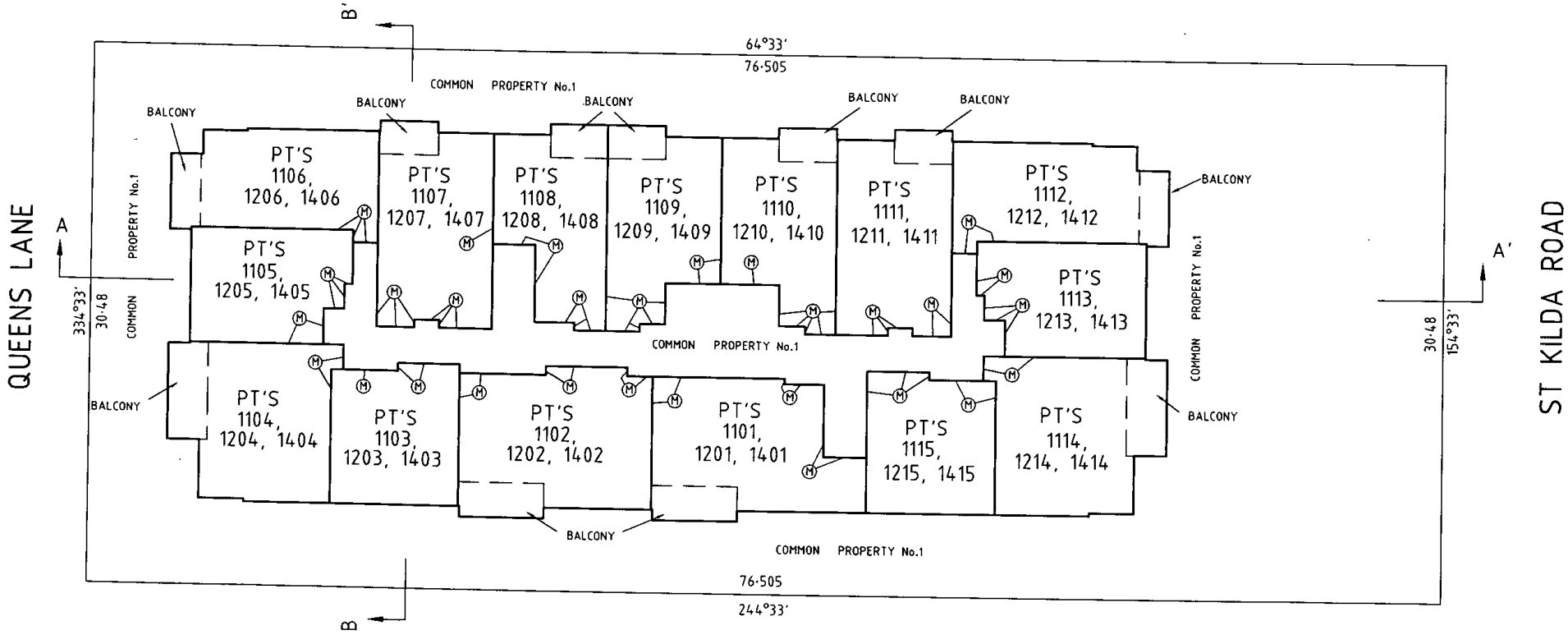


DIAGRAM 8
LEVELS 11, 12, 14

MBS
MAX BRAID surveyors
MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

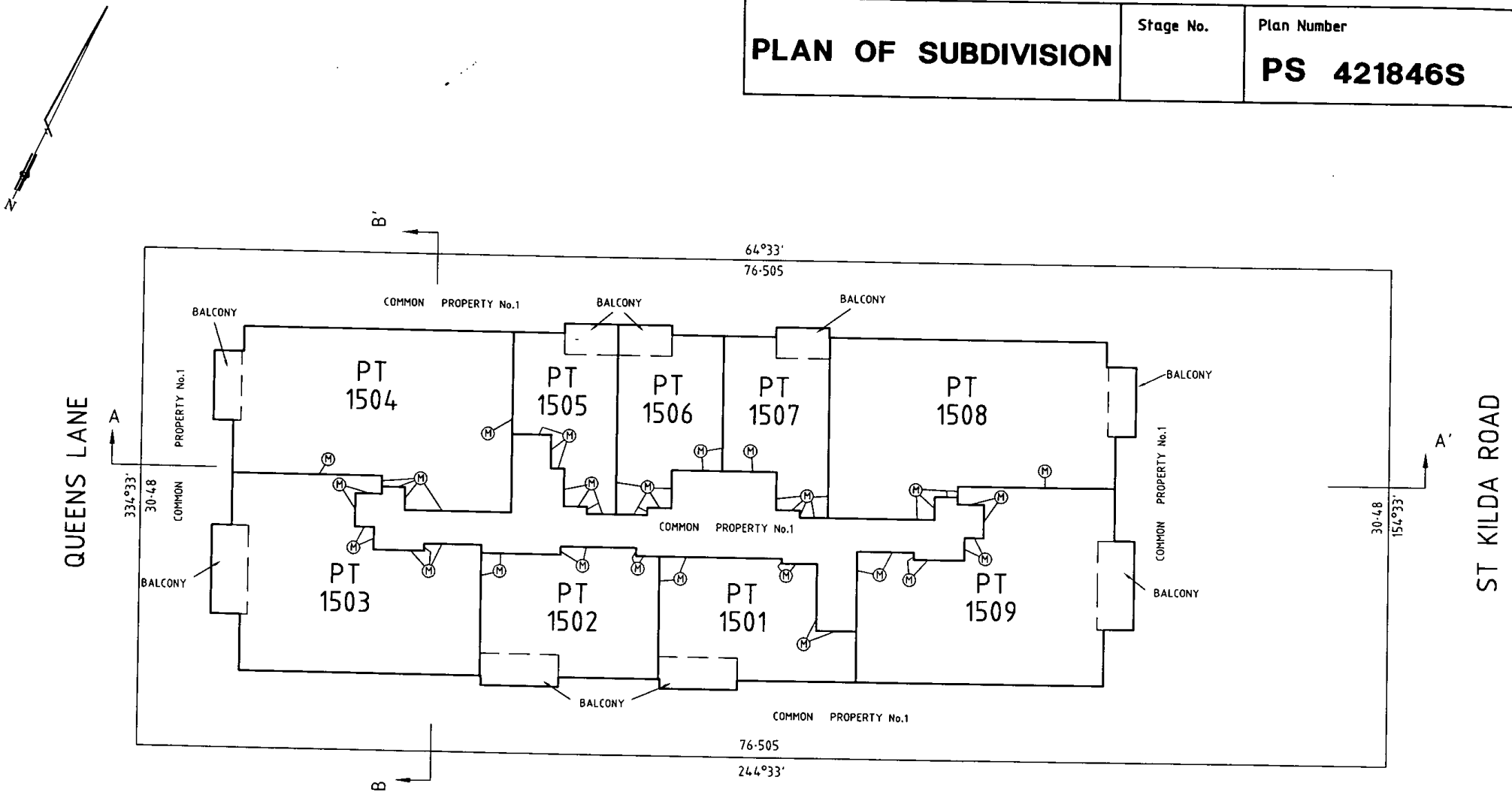


DIAGRAM 9
LEVEL 15

MBS MAX BRAID surveyors

MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733109 VERSION 3

Sheet 10 of 14 Sheets

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 421846S

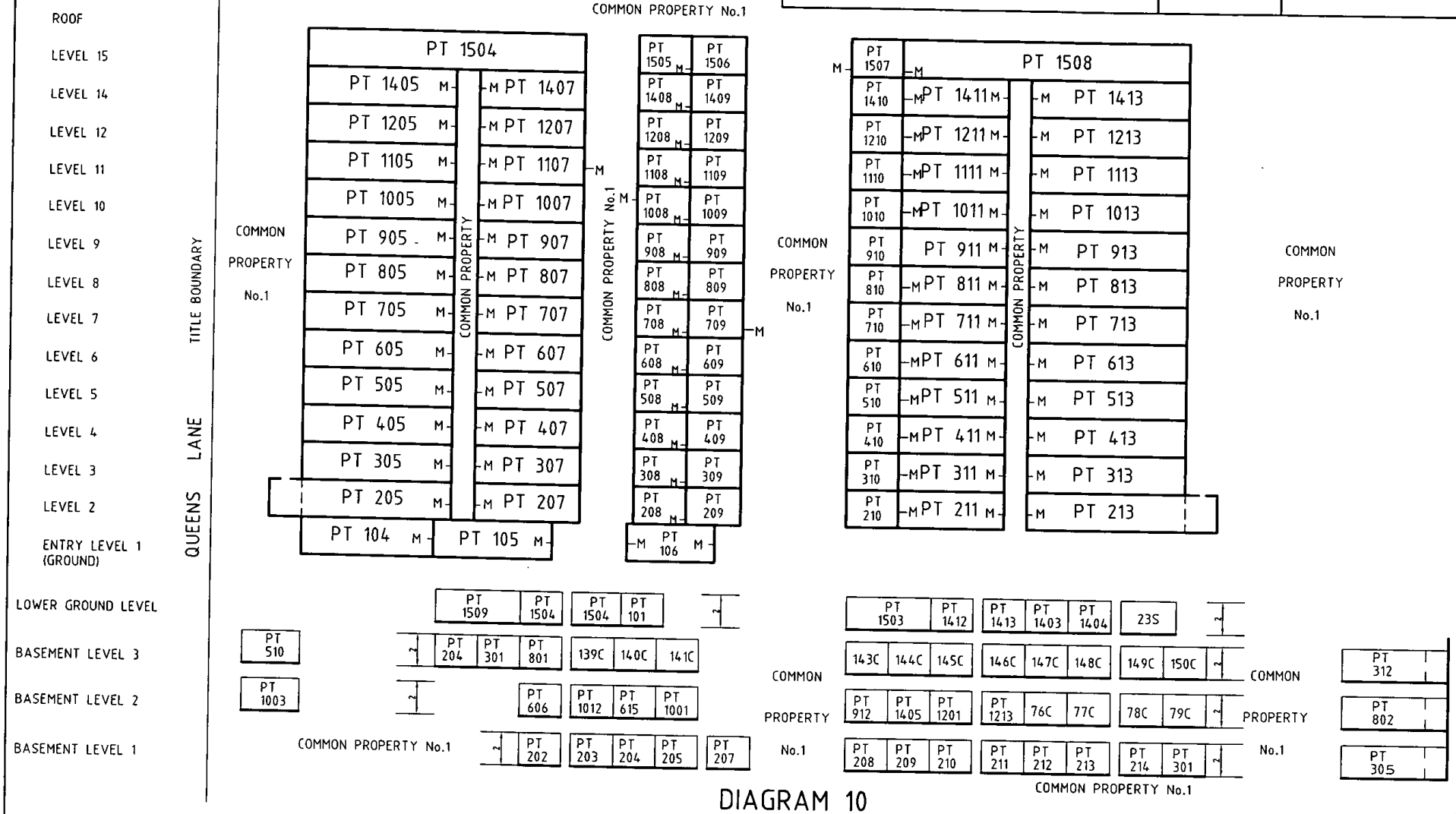


DIAGRAM 10
CROSS SECTION A-A'
NOT TO SCALE

MBS
MAX BRAID surveyors
MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL	
SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR MARY C RABLING

SIGNATURE DATE

REF 9733110 VERSION 3

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	PLAN OF SUBDIVISION	Stage Number	Plan Number PS 421846S

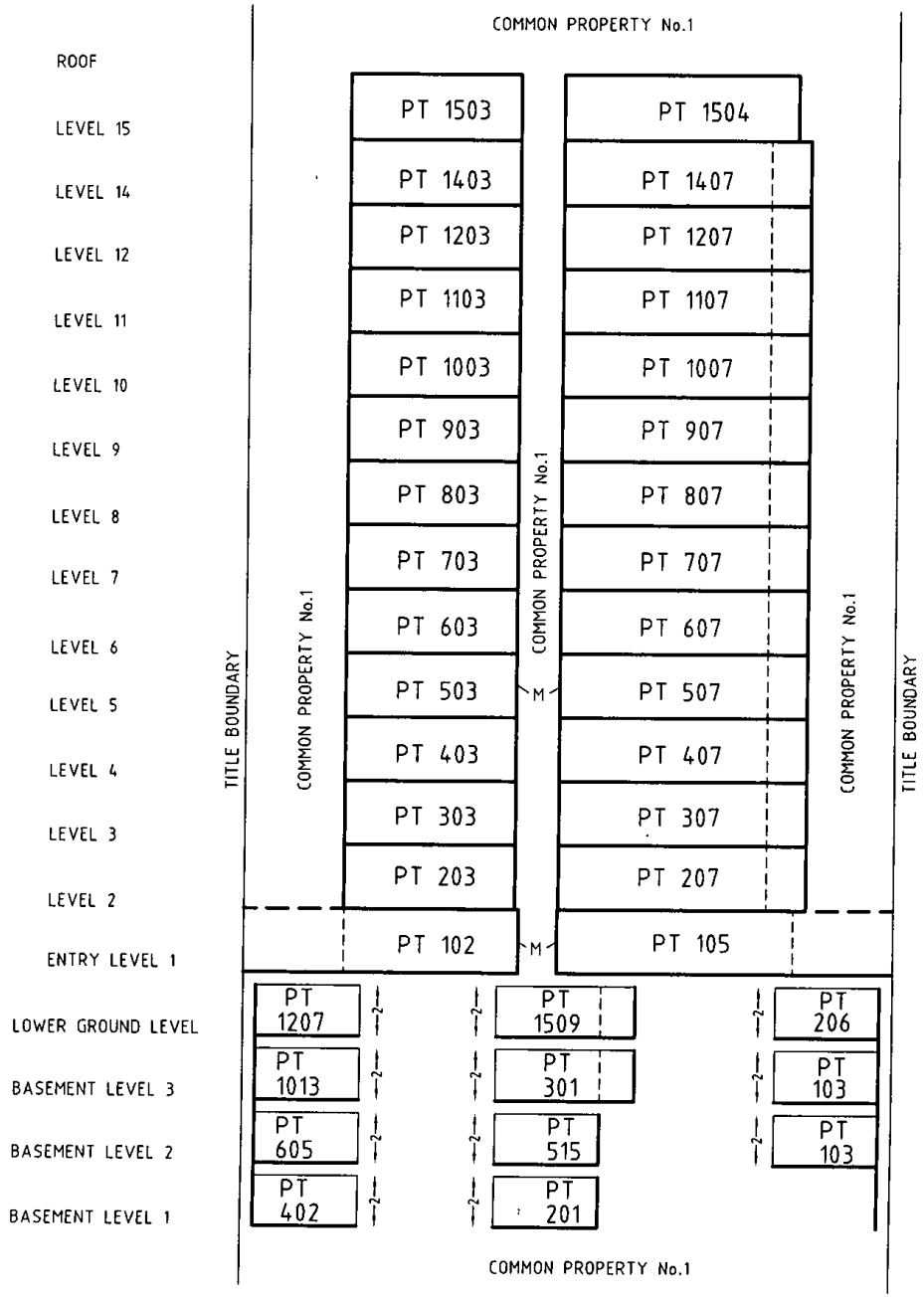


DIAGRAM 11
CROSS SECTION B-B'
NOT TO SCALE

MBS MAX BRAID surveyors
MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2268
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

ORIGINAL SCALE	SHEET SIZE	SCALE	LICENSED SURVEYOR MARY C RABLING	Sheet 12 of 14 Sheets
NTS	A3	0 LENGTHS IN METRES	SIGNATURE DATE	DATE / /
			REF 9733111 VERSION 3	COUNCIL DELEGATE SIGNATURE
				Original sheet size A3

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PS421846S

Owners corporation information formerly contained on Sheets

13, 14

of this plan is now available in the Owners Corporation Search Report

Sheets

14

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS421846S

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		ADDITIONAL RULES APPLY	AB715280A	29/11/02		2	Greg Newman
WARNING:THE IMAGE OF THIS PLAN /DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FUTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.							
THIS PLAN		CHANGE OF ADDRESS	AB715279J	5/12/02		3	Greg newman

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS421846S

The land in PS421846S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 1S, 2, 2S, 3S, 4S, 5S, 6S, 7S, 8S, 9S, 10S, 11S, 12S, 13S, 14S, 15S, 16S, 17S, 18S, 19S, 20S, 21S, 22S, 23S, 24S, 76C, 77C, 78C, 79C, 101 - 106, 139C, 140C, 141C, 143C, 144C, 145C, 146C, 147C, 148C, 149C, 150C, 201 - 204, 204C, 205 - 215, 217C, 218C, 219C, 223C, 225C, 226C, 301 - 315, 401 - 415, 501 - 515, 601 - 615, 701 - 715, 801 - 815, 901 - 915, 1001 - 1015, 1101 - 1115, 1201 - 1215, 1401 - 1415, 1501 - 1509.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 178 CITY ROAD SOUTHBANK VIC 3006

AK864042E 29/01/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AB715280A 02/12/2002

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	810	520
Lot 1S	10	10
Lot 2	750	488
Lot 2S	10	10

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3S	10	10
Lot 4S	10	10
Lot 5S	10	10
Lot 6S	10	10
Lot 7S	10	10
Lot 8S	10	10
Lot 9S	10	10
Lot 10S	10	10
Lot 11S	10	10
Lot 12S	10	10
Lot 13S	10	10
Lot 14S	10	10
Lot 15S	10	10
Lot 16S	10	10
Lot 17S	10	10
Lot 18S	10	10
Lot 19S	10	10
Lot 20S	10	10
Lot 21S	10	10
Lot 22S	10	10
Lot 23S	10	10
Lot 24S	10	10
Lot 76C	60	11
Lot 77C	60	11
Lot 78C	60	11
Lot 79C	60	11
Lot 101	490	425
Lot 102	470	403
Lot 103	700	524

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 104	700	524
Lot 105	510	424
Lot 106	520	429
Lot 139C	60	11
Lot 140C	60	11
Lot 141C	60	11
Lot 143C	60	11
Lot 144C	60	11
Lot 145C	60	11
Lot 146C	60	11
Lot 147C	60	11
Lot 148C	60	11
Lot 149C	60	11
Lot 150C	60	11
Lot 201	504	421
Lot 202	530	434
Lot 203	490	413
Lot 204	610	456
Lot 204C	60	11
Lot 205	490	413
Lot 206	420	376
Lot 207	475	405
Lot 208	475	405
Lot 209	400	366
Lot 210	400	366
Lot 211	400	366
Lot 212	480	408
Lot 213	420	376
Lot 214	550	445

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 215	490	413
Lot 217C	60	11
Lot 218C	60	11
Lot 219C	60	11
Lot 223C	60	11
Lot 225C	60	11
Lot 226C	60	11
Lot 301	584	442
Lot 302	550	445
Lot 303	500	418
Lot 304	560	450
Lot 305	500	418
Lot 306	430	382
Lot 307	485	411
Lot 308	415	374
Lot 309	415	374
Lot 310	415	374
Lot 311	485	411
Lot 312	430	382
Lot 313	500	418
Lot 314	560	450
Lot 315	500	418
Lot 401	544	442
Lot 402	570	455
Lot 403	510	424
Lot 404	570	455
Lot 405	510	424
Lot 406	440	387
Lot 407	484	410

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 408	414	373
Lot 409	414	373
Lot 410	414	373
Lot 411	484	410
Lot 412	440	387
Lot 413	500	418
Lot 414	570	455
Lot 415	510	424
Lot 501	554	447
Lot 502	590	466
Lot 503	520	429
Lot 504	580	461
Lot 505	520	429
Lot 506	450	392
Lot 507	489	413
Lot 508	419	376
Lot 509	419	376
Lot 510	419	376
Lot 511	489	413
Lot 512	450	392
Lot 513	520	429
Lot 514	580	461
Lot 515	520	429
Lot 601	564	452
Lot 602	600	471
Lot 603	530	434
Lot 604	590	466
Lot 605	530	434
Lot 606	460	397

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 607	479	407
Lot 608	423	378
Lot 609	423	378
Lot 610	423	378
Lot 611	499	418
Lot 612	460	397
Lot 613	530	434
Lot 614	590	466
Lot 615	530	434
Lot 701	598	470
Lot 702	624	484
Lot 703	540	440
Lot 704	600	471
Lot 705	540	440
Lot 706	470	403
Lot 707	509	423
Lot 708	439	386
Lot 709	439	386
Lot 710	439	386
Lot 711	509	423
Lot 712	470	403
Lot 713	540	440
Lot 714	600	471
Lot 715	540	440
Lot 801	684	495
Lot 802	650	498
Lot 803	550	445
Lot 804	610	476
Lot 805	550	445

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ABN 86 627 986 396

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 806	480	408
Lot 807	519	428
Lot 808	449	392
Lot 809	449	392
Lot 810	449	392
Lot 811	499	418
Lot 812	480	408
Lot 813	550	445
Lot 814	610	476
Lot 815	550	445
Lot 901	638	491
Lot 902	664	505
Lot 903	560	450
Lot 904	620	482
Lot 905	560	450
Lot 906	490	413
Lot 907	529	434
Lot 908	459	397
Lot 909	459	397
Lot 910	459	397
Lot 911	529	434
Lot 912	490	413
Lot 913	560	450
Lot 914	620	482
Lot 915	560	450
Lot 1001	718	513
Lot 1002	684	515
Lot 1003	570	455
Lot 1004	630	487

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ABN 86 627 986 396

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1005	570	455
Lot 1006	500	418
Lot 1007	539	439
Lot 1008	469	402
Lot 1009	469	402
Lot 1010	469	402
Lot 1011	539	439
Lot 1012	500	418
Lot 1013	570	455
Lot 1014	630	487
Lot 1015	570	455
Lot 1101	678	512
Lot 1102	650	498
Lot 1103	520	429
Lot 1104	580	461
Lot 1105	520	429
Lot 1106	450	392
Lot 1107	489	413
Lot 1108	479	407
Lot 1109	479	407
Lot 1110	479	407
Lot 1111	549	444
Lot 1112	510	424
Lot 1113	580	461
Lot 1114	640	492
Lot 1115	580	461
Lot 1201	698	523
Lot 1202	724	536
Lot 1203	530	434

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OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1204	590	466
Lot 1205	530	434
Lot 1206	460	397
Lot 1207	499	418
Lot 1208	489	413
Lot 1209	489	413
Lot 1210	489	413
Lot 1211	559	450
Lot 1212	520	429
Lot 1213	590	466
Lot 1214	650	498
Lot 1215	590	466
Lot 1401	718	533
Lot 1402	744	547
Lot 1403	540	440
Lot 1404	600	471
Lot 1405	540	440
Lot 1406	470	403
Lot 1407	509	423
Lot 1408	499	418
Lot 1409	499	418
Lot 1410	499	418
Lot 1411	569	455
Lot 1412	570	455
Lot 1413	600	471
Lot 1414	660	503
Lot 1415	600	471
Lot 1501	738	544
Lot 1502	764	558

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/04/2025 07:30:16 PM

OWNERS CORPORATION 1
PLAN NO. PS421846S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1503	1444	895
Lot 1504	1524	937
Lot 1505	513	425
Lot 1506	513	425
Lot 1507	513	425
Lot 1508	1544	948
Lot 1509	1424	885
Total	**110241.00**	**88009.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 22 April 2025 09:08 AM

PROPERTY DETAILS

Address:	**704/610 ST KILDA ROAD MELBOURNE 3004**
Lot and Plan Number:	**Lot 704 PS421846**
Standard Parcel Identifier (SPI):	**704\PS421846**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**227165**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2L C12**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**PRAHRAN**

OTHER

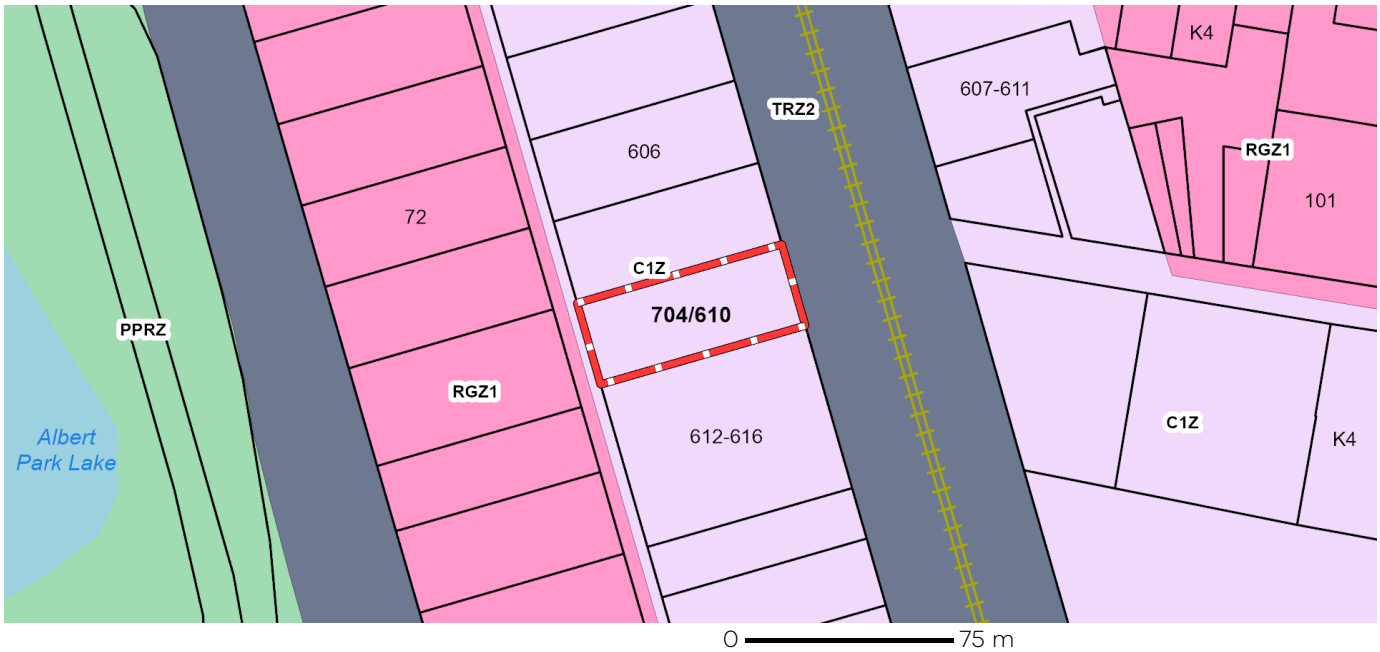
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1

PPRZ - Public Park and Recreation

RGZ - Residential Growth

TRZ2 - Principal Road Network

Tram line

Water area

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

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PLANNING PROPERTY REPORT

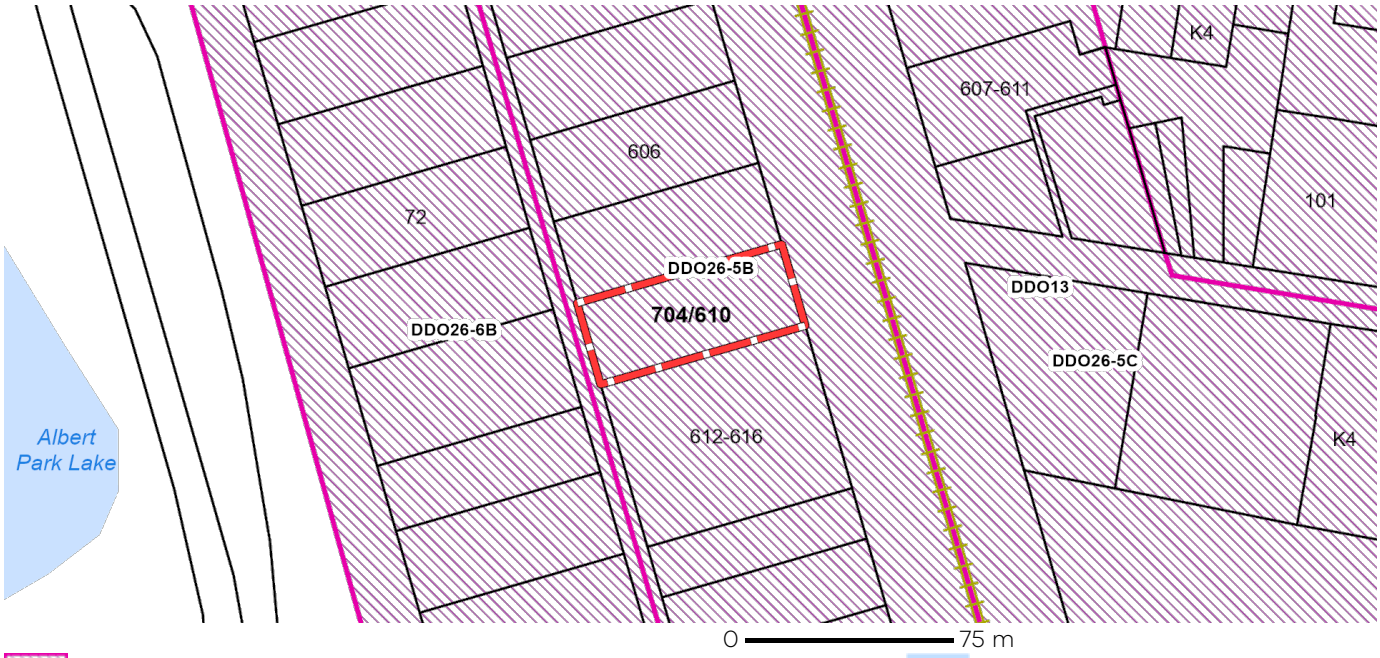
Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 13 (DDO13)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-5B (DDO26-5B)

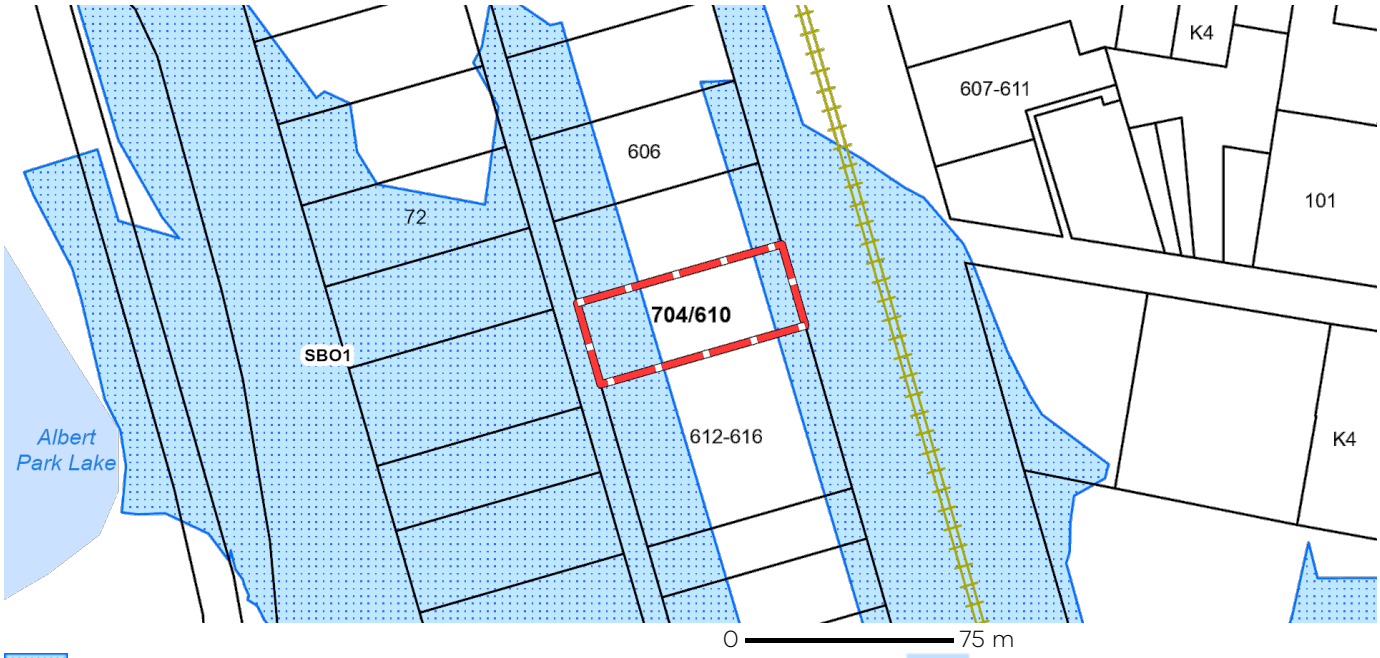


DDO - Design and Development Overlay | Tram line | Water area

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)



SBO - Special Building Overlay | Tram line | Water area

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

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PLANNING PROPERTY REPORT

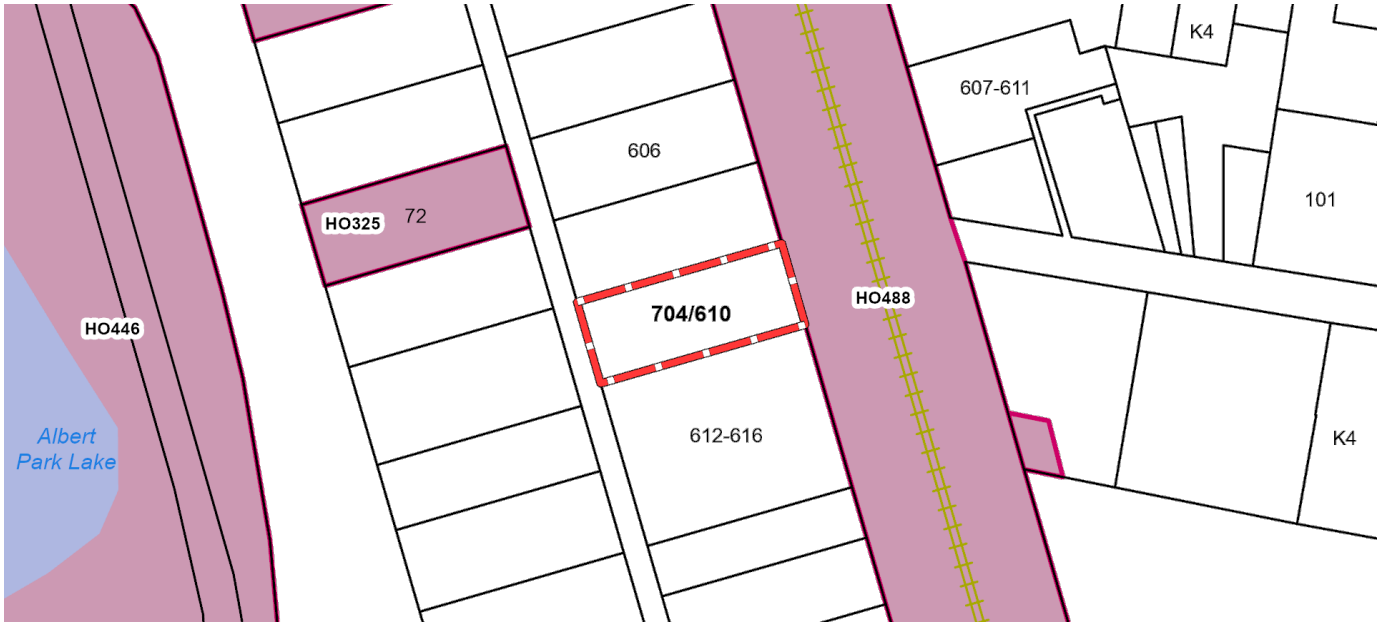
Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay Tram line Water area

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 17 April 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 22 April 2025 09:08 AM

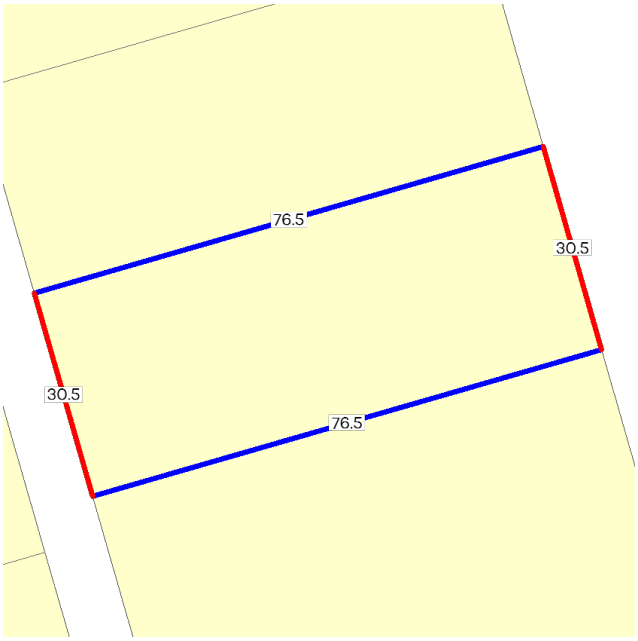
PROPERTY DETAILS

Address:	**704/610 ST KILDA ROAD MELBOURNE 3004**
Lot and Plan Number:	**Lot 704 PS421846**
Standard Parcel Identifier (SPI):	**704\PS421846**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**227165**
Directory Reference:	**Melway 2L C12**

Note: There are 244 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: 2332 sq. m
Perimeter: 214 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:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**PRAHRAN**

PLANNING INFORMATION

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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South East Water

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

ROBERT F & ROBYN A LEES
8 SHEPHERD ST
SURREY HILLS VIC 3127

Account number: 14129534
Date due: 07 February 2025

Last bill		Payments received		Balance	Current charges	Total due
$172.90	—	$172.90cr	=	$0.00	+ $172.90	$172.90

Your account breakdown

Issue date	21 January 2025
Property	Unit 704 610 St Kilda Road MELBOURNE VIC 3004
Property reference	10A//03731/00729
Last bill	$172.90
Payment received	$172.90cr
Balance brought forward	$0.00
Our charges (no GST)	$120.63
Other authorities' charges (no GST)	$52.31
Total due	**$172.90**

Your snapshot

Average daily cost **$1.32**

Payment options

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

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1001 4129 5300 005

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

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **14129534**
Account name: **South East Water Corporation**

Post Billpay
BillpayCode: 0361 Ref: **1001 4129 5300 005**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 10A//03731/00729
UNIT 704 610 ST KILDA ROAD
MELBOURNE VIC 3004

*361 100141295300005

PN10A

Total due:	$172.90
Account number:	14129534
Date paid:	
Receipt number:	

+000000014129534> +009124+ <0000000000> <0000017290> +444+

Rates, charges and valuation notice 2024-25

For the period 1 July 2024 to 30 June 2025

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eNotices

CITY OF PORT PHILLIP
ABN 21 762 977 945

R A Lees & R F Lees
8 Shepherd Street
SURREY HILLS VIC 3127

030
I031518
R4_11379

Assessment number	227165
Date of issue	26/08/2024

TAX INVOICE (no GST included)

Property details

704/610 ST KILDA ROAD MELBOURNE VIC 3004

Legal description	Lot 704 PS421846S V10665 F409
Owner/ Ratepayer	Robyn Ann Lees & Robert Faulkiner Lees

Site value	$110,000	Capital improved value	$450,000	Net annual value	$22,500
Level of value date	01/01/2024	Effective date	01/07/2024	Ward	LAKE

Details of account

125.3:OYO Subdivided Flat

Residential Rate (Rate on CIV .001723)	$775.35
Default Waste Charge	$203.60
Private Waste Collection Rebate	-$69.50
Fire Service Property Levy - Collected on behalf of State Government	
Fire Serv Levy Residential (Rate on CIV .000087 + $132)	$171.15
Balance Brought Forward	-$0.65

All Scheduled 5/9/24
Savings Acct.

Any payments made after 20/08/2024 will not be shown on this notice.

Total **$1,079.95**

Paying your rates

Arrears due immediately
unless an agreement is in place.
$0.00

1 Paying in full

Excludes any arrears amount above.

Due date	Amount due
15/02/2025	$1,079.95

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2024 will be accepted as part payment towards the in full amount due 15 February 2025.

1st instalment 30 September 2024	$269.95
2nd instalment 30 November 2024	$270.00
3rd instalment 28 February 2025	$270.00
4th instalment 31 May 2025	$270.00

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

You are not registered for Direct Debit. If you would like to register, refer to methods of payment options below.

Assessment number	Property address	Due date	Amount due
227165	704/610 ST KILDA ROAD MELBOURNE VIC 3004	30/09/2024	$269.95

BPAY®

Biller Code: 356899
Ref: 2029 0325 2271 656

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2029 0325 2271 656
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2029 0325 2271 656
1300 276 468

IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.

POST billpay
*3178 202903252271656

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

Robert Lees & Robyn Lees
19 Station Street
OAKLEIGH Vic 3166

MICM

OWNERS CORPORATION FEE NOTICE

TAX INVOICE

31 520 020 169
Date of Notice 01/11/2024

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

RE: Boulevard 610, Lot 704, Unit 704, 610 St Kilda Road, MELBOURNE VIC 3004

Notice is hereby given by the **Owners Corporation Plan of Subdivision 421846S** pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable by the due date of this notice.

Due Date	Details	Admin	Maintenance	Interest	Paid	Due
01/12/2024	Standard Fee Contribution Schedule (01/12/24 - 28/02/25) ^	$746.07	$141.72	$0.00	$0.00	$887.79
				Total Amount Due $887.79		
^ Current period levies in this Tax Invoice total $887.79. GST included is $80.71.						

Penalty Interest will accrue daily for overdue fees and charges by 10.00% per annum until paid.
The amount of interest will be calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

MACQUARIE BANK DEFT PAYMENT SYSTEMS

Payment Methods

CARD OR DIRECT DEBIT

DEFT Reference Number
227931201 95846

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

BPAY

Biller Code: 96503
Ref: 227931201 95846

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 227931201 95846

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to BOULEVARD 610 OC 421846S

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Melbourne Inner City Management Pty Ltd
ABN 39 060 312 012
Director Sally Purcell - Licensed Estate Agent

Head Office
178 City Road,
Southbank VIC 3006

T (+613) 9697 8888
W micm.com.au

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

12 October 2022

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182

www.portphillip.vic.gov.au

ASSIST Customer Service
9209 6777

Owners Corporation 1
c/- MICM
via email only: info@micm.com.au

Re: **610 St Kilda Road MELBOURNE VIC 3004**
Ref. No.: **157/2018/BAI**

Your building was identified as potentially having lightweight external cladding following a visual inspection as part of the Victorian Statewide Cladding Audit in partnership with the Victorian Building Authority. The Victorian Building Authority or their Delegate has inspected your building and assessed the lightweight external cladding.

Based on that inspection, red coloured Aluminium Composite Panels (ACP) were identified to the external vertical blade at the front and rear elevations. Due to the isolated location, minor portions and the other fire safety systems in the building, the Municipal Building Surveyor has determined that no further action will be required by Council.

Although some materials used in the construction of the building at the property may have been found to be combustible, the Municipal Building Surveyor considers there is limited risk to public health and safety. It has therefore been determined that no enforcement action under Part 8 of the *Building Act 1993* will be taken by the MBS in respect of the property. This is not to say that the use of those materials or building is fully compliant, but that in the MBS's view enforcement action is not warranted in this case.

The retention of combustible cladding may result in other issues for the owners of the building such as increased insurance premiums, equity loss, disclosure to prospective purchasers etc. I suggest that you carry out your own due diligence checks to establish the implications of retaining the combustible cladding.

Should the Owners Corporation decide to remove the combustible cladding, a building permit will be required to ensure that non-combustible material in accordance with Clause C1.9 of the National Construction Code is installed along will other relevant compliance matters being adhered to.

I would like to take this opportunity to remind you that it is important that you understand and are aware of the Essential Safety Measures (ESM) for your building and to ensure the ESMs are maintained and are in an appropriate condition.

ESMs are those features of your building, such as smoke alarms, fire escapes, or sprinkler systems, which help to protect residents in the event of an incident such as a fire.

If you require any further information please do not hesitate to contact our office.

Yours sincerely



Bill Yannelis
Municipal Building Surveyor

MINUTES OF

ANNUAL GENERAL MEETING

MICM - OWNERS CORPORATION

Building Name	Boulevard 610
Plan No.	OCPS 421846S
Building Address	610 St Kilda Road, Melbourne
OC Manager	Clare Ryan
Meeting Date	6.00PM
Meeting Location	Zoom Videoconference

MICM

1 ATTENDANCE

1.1 MEMBERS PRESENT

Members were registered with the MICM team prior to entering the meeting.

Lot Number/s	Name of Lot Owner/s
1211	Michael Skinner
1504	Robert Wright
1212	Anton Nicholson
212	Beverley Dalziel
1106	Glenn Olive
301	Cancan Huang
714	Jane Korn
811	Sameer Mane
12S, 1010, 1011 & 105C	Bernard Clifford
810	Scott Knight
713	Sharon Chua
412	Craig & Elizabeth Morton
711	Alpha Bah
1207	Min Xu
8S & 1501	Queenie Goh
10S, 707 & 904	Melissa Hine
1509	Jeanette & Phil Bond
802	Alexandros Williams
1409	Darren Saxby

1.2 PROXIES RECEIVED

Nil proxies.

1.3 APOLOGIES

Lots 117, 118, 204, 223, 139, 141, 1209, 806

1.4 OTHER ATTENDEES

Clare Ryan – Owners Corporation Manager, MICM

Ash Singh - Owners Corporation Associate, MICM

2 NOTIFICATION OF QUORUM

Notice is hereby provided that as there was not a quorum at the Annual General Meeting held on the 04/02/2025 and in accordance with Section 78 of the Owners Corporation Act 2006, these

Minutes are being provided within 14 days of the Annual General Meeting notifying all Owners that the decisions made at that meeting are considered Interim Ordinary Resolutions.
They cannot be acted on until the lapse of 28 days and will become resolutions of the Owners Corporation on the 29th day after the Annual General Meeting.

In accordance with Section 74 of the Owners Corporation Act 2006, within the 28 days Owners whose lot entitlements total 25% of all lot entitlements may petition the Secretary of the Owners Corporation to convene a Special General Meeting at which time the Interim Ordinary Resolutions could be confirmed or replaced.

Owners may petition the Secretary by notice in writing and sent to c\- MICM.
The deadline for submission of such a petition is 04/03/2025.

3 CONFIRMATION OF CHAIRPERSON

It is noted that Clare Ryan was appointed to chair the meeting.

4 VOTING INSTRUCTIONS AND ENTITLEMENTS

It is noted that voting will be conducted by verbal acknowledgement.

5 MINUTES OF PREVIOUS MEETING

> **Motion by Ordinary Resolution**
> **RESOLVED THAT** pursuant to section 71(i) of the Owners Corporation Act 2006, the minutes of the previous meeting held on 15/11/2023 and attached to the notice of meeting be confirmed as a true and correct record of the meeting.

Result: Carried In the majority.

6 CONSIDERATION OF REPORTS

6.1 Committee Report

It is **noted** that the report was accepted by those members present.

6.2 Owners Corporation Manager's Report

It is **noted** that the report was accepted by those members present.

6.3 Building Manager's Report

It is **noted** that the report was accepted by those members present.

6.4 Dispute Resolution & Complaints Report

Nil to report.

6.5 Maintenance Fund Report

It is **noted** that the report was accepted by those members present.

6.7 Maintenance Plan Report

It is **noted** that the report was accepted by those members present.

7 FINANCIAL MATTERS

7.1 Financial Statements

> **Motion by Ordinary Resolution**
> **RESOLVED THAT** the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31/08/2024

and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act 2006.

Result: carried In the majority.

7.2 Determination of the Administrative Budget and Fees

Motion by Ordinary Resolution
RESOLVED THAT the Owners Corporation set the Administrative Budget for the period 01/09/2024 to 31/08/2024 at the amount of $506,937.37 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

Result: Carried In the majority.

Motion by Ordinary Resolution
RESOLVED THAT the Owners Corporation increase the first levy of the financial year period 01/09/2025 to 31/08/2026 by 5% to reduce the impact of any adjustments to the levies over the following three levy periods.

Result: Carried In the majority.

7.3 Determination of the Maintenance Fund Budget and Fees

Motion by Ordinary Resolution
RESOLVED THAT the Owners Corporation set the Maintenance Fund Budget for the period 01/09/2024 to 31/08/2025 at the amount of $96,297 excluding GST and that fees be charged quarterly in advance (based on the Owners Corporation financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

Result: Carried In the majority.

7.4 Penalty Interest and Recovery Costs

Motion by Ordinary Resolution
It was resolved that Penalty Interest will be charged at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date; and, fees and charges incurred by the Owners Corporation to collect any past due amount payable will be charged to the Owners account and will be payable upon demand.

Please note the current rate of Penalty Interest is 10% as per the Penalty Interest Rate Act 1983

Result: Carried In the majority.

7.5 Instrument of Delegation to Manager

Motion by Ordinary Resolution
RESOLVED THAT pursuant to sections 11 and 120 of the Owners Corporation Act 2006, the Owners Corporation delegate all powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006, to enable the Manager to perform the

duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.

Result: Carried In the majority.

8 OWNERS CORPORATION MANAGEMENT AGREEMENT

8.1 Instrument of Delegation to Manager

Motion by Ordinary Resolution

It was resolved that pursuant to sections 11 and 120 of the Owners Corporation Act 2006, the Owners Corporation delegate all powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006, to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation

9 INSURANCE

Note: The Owners Corporation insurance policy does not extend to cover the lot owner's contents within a lot (private property). Contents within a private lot are the responsibility of the lot owner to insure:

Contents include carpets, floating floors, curtains, blinds, personal valuables, furniture, household appliances not wired into the premises such as dishwashers, refrigerators, washing machines, dryers etc

In addition, lot Owners should ensure that their contents cover also includes Public Liability insurance in the name of the lot owner as occupier or landlord. The Owners Corporation insurance does not provide cover for Legal Liability for owners resulting from private ownership of individual lots.

Please note the insurance excess for your property is currently as follows
$5,000.00 for all claims

9.1 Application of Insurance Excess

Payment of insurance excess will be by the lot owner of the property that caused the loss, unless common property is responsible for the loss, whereby the owners corporation will then be liable to pay the insurance excess.

9.2 Insurance Renewal

Motion by Ordinary Resolution

RESOLVED THAT pursuant to section 59 of the Owners Corporation Act 2006, the Owners Corporation take out the following insurance for all buildings on common property:

(a) Reinstatement and replacement insurance for all buildings on common property in accordance with section 59 of the Act; and
(b) Public liability insurance in accordance with section 60 of the Act.

9.3 Insurance Valuation

Motion by Ordinary Resolution
It was resolved that pursuant to section 65 of the Owners Corporation Act 2006, the Owners Corporation proceed with an Insurance Replacement Valuation and advise the insurance company to amend the cover in accordance with the valuer's assessment.

10 HEALTH AND SAFETY

Members are advised that smoke alarms installed must be maintained and in working order. Batteries must be replaced at a minimum of every 12 months. It is a lot owner's responsibility to ensure the necessary testing is undertaken on a routine basis. Should the residence be tenanted, owners should ensure their managing agent arranges for annual testing on your behalf.

Members are reminded to advise any occupants of the Owners Corporation Rules. Should you require a copy they are available on the portal.

Please notify the Building Manager or Owners Corporation Manager immediately if any possible hazard is observed. This could be a slip or trip issue, public stairwells or corridor lighting, exit lighting etc.

11 ELECTION OF COMMITTEE

11.1 Size of the Committee

Motion by Ordinary Resolution
It was resolved that the Owners Corporation expand the maximum numbers of committee members from 7 to 12.

11.2 Election of Committee

Motion by Ordinary Resolution
RESOLVED THAT the nominees as presented below are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected:

Lot Number/s	Name of Lot Owner/s
707	Melissa Hine
1501	Queenie Goh
1504	Robert Wright
1509	Phil Bond
1211	Mike Skinner
1212	Anton Nicholson
1409	Oliver Saxby
810	Scott Knight
714	Jane Korn

811	Sameer Mane
1010	Bernard Clifford

Result: Carried In the majority.

11.3 Grievance Committee

Motion by Ordinary Resolution
RESOLVED THAT the members of the Owners Corporation Committee form the Grievance Committee and that at least three members of the elected committee are to be available to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act and as required pursuant to Schedule 2, section 7 of the Owners Corporations Regulations 2018.

Result: Carried In the majority.

Note: It was resolved that the Committee would form a grievance committee once a dispute Is lodged.

11.4 Instrument of Delegation to Committee

Motion by Ordinary Resolution
RESOLVED THAT pursuant to section 11 of the Owners Corporation Act 2006, the Owners Corporation delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on behalf of the Owners Corporation, save for the powers and functions that require a unanimous or special resolution.

Result: Carried In the majority.

11.5 Scheduled Committee Meetings

The Committee is required to elect a Chairperson and Secretary and is charged with this duty as soon as practical following this Annual General Meeting but in no instance later than the 1st quarter Committee meeting.

Committee meetings for the forthcoming year will be scheduled by the Committee after the Annual General Meeting.

12 MATTERS FOR COMMITTEE CONSIDERATION

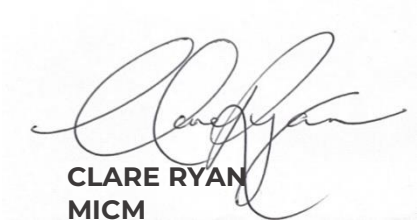
The following matters were raised for discussion:

- Electric vehicle charging and potential options for implementation
- Possible issues with garage remote keys
- MON JON expenses and charges from the previous financial year
- Building security concerns
- Exploring air conditioner drainage solutions for the entire building
- Approvals for owners interested in enclosing car spaces with garage doors

The next Annual General Meeting is scheduled for Tuesday, 18th November 2025.

*Note: It was noted that the owners corporation resolved to hold the next Annual General Meeting on **Microsoft Teams.***

The meeting closed at 6:33PM.



CLARE RYAN
MICM
17/02/2025

MAINTENANCE PLAN

BOULEVARD 610

at

610 ST KILDA ROAD MELBOURNE

Plan No. PS 421846S

L&P Job No. 11189/60687

Prepared by L&P Quantity Surveyor

Chantel Wood B.Eng

Printed: 01 June 2017

LEARY & PARTNERS PTY LTD

ABN 010 134 148

Quantity Surveyors

Asset Management Consultants

Taxation Depreciation Consultants

Registered Tax Agent 53798007

Telephone 1800 808 991

www.leary.com.au

enquiries@leary.com.au

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SUMMARY OF CONTRIBUTIONS

15 YEAR PLAN 15 YEAR FORECAST: Starting September 2016

for

BOULEVARD 610 PS 421846S

Prepared by Leary & Partners Pty Ltd - Job No. 11189

Dated : 01 June 2017

Fund Balance @ August 2016: $740,000.00

For the 12 month period ending	Total Contributions+	Expected Requirements	Fund Balance*	Interest less Tax
31/08/2017	$174,993	$112,084	$819,110	$16,201
31/08/2018	$180,243	$469,044	$544,477	$14,169
31/08/2019	$185,650	$271,535	$469,124	$10,532
31/08/2020	$191,219	$148,973	$521,665	$10,295
31/08/2021	$196,956	$377,798	$349,880	$9,056
31/08/2022	$202,865	$386,394	$171,771	$5,420
31/08/2023	$208,951	$163,531	$221,274	$4,084
31/08/2024	$215,219	$291,542	$148,797	$3,845
31/08/2025	$221,676	$57,125	$318,200	$4,853
31/08/2026	$228,326	$79,778	$474,990	$8,242
31/08/2027	$235,176	$233,179	$486,983	$9,996
31/08/2028	$242,231	$278,615	$460,443	$9,845
31/08/2029	$249,498	$356,222	$362,268	$8,549
31/08/2030	$256,983	$144,716	$483,321	$8,786
31/08/2031	$264,692	$198,459	$560,400	$10,845

*This balance includes interest earned on the fund balance and tax payable on these earnings.
We were advised that this scheme is registered for GST.
+GST needs to be added to the Total Contributions when levying the residents

Expected Inflation	3.00%
Contingency	10.00%
Interest	3.00%
Taxation	30.00%

PREAMBLE CLAUSES

1.00 PURPOSE OF MAINTENANCE PLAN

The purpose of this report is to enable the owners corporation to make adequate monetary provision for future common property replacements and major repair items, in accordance with the requirements of the Owners Corporation Act 2006.

2.00 LEGISLATION

This survey has been prepared with reference to the Owners Corporations Act 2006.
It does not take into account the impact of future changes to this legislation or work that may be necessary because of changes to other relevant legislation (eg. The Work Place Health and Safety Legislation) subsequent to the scheme's construction.

3.00 THE GOODS AND SERVICES TAX

This report was produced for an entity required to be registered for the GST. The cost estimates allow for indirect increases to the base cost of materials and labour due to the introduction of the GST, but excludes the GST imposed on maintenance and repair works undertaken by the village operator. This report determines the amount of money the operator is required to pay into the maintenance reserve fund. It makes no allowance for the GST which may be imposed on resident levies. The amount of GST payable on these levies should be determined by the operator once the levies have been set.

4.00 BASIS OF COST FORECASTS EXPENSES

Expenses have been forecast in line with the standard requirements for a building of this nature and assume a typical level of usage and maintenance.

5.00 STRUCTURAL DEFECTS AND REFURBISHMENTS

This is not a structural report and does not cover expenditure that occurs either directly or indirectly as a result of structural defects. It does not cover expenditure as a result of accidental damage. An asbestos detection survey has not been undertaken and no allowance has been made for removal of asbestos.

Refurbishments undertaken for reasons other than physical obsolescence have not been included apart from where the owners corporation has provided us with budgeted costs. Physical obsolescence is the basis by which the remaining and overall lives have been investigated. No allowance has been made for economic, functional, technological, social, and legal obsolescence.

6.00 ADMINISTRATIVE BUDGET ITEMS NOT INCLUDED

The cost of maintenance contract items normally included in the Administrative budget have not been included in this plan.

7.00 CONTRIBUTION SCHEDULE

The "Contributions Optimisation Chart" graphs how the contribution scheme relates to the expected requirements and the maintenance fund balances over the full plan period. When calculating the contributions we :

- ensure that there are always sufficient funds to meet the forecast requirements,
- try to achieve a steadily increasing contribution scheme,
- ensure that the owners corporation is not unduly contributing funds,
- investigate the expected requirements over the full forecast period.

The contributions shown in italics in Section 4 are draft figures only which should be reviewed on an annual basis to take into consideration actual expenses incurred, the actual maintenance fund balance and additions or changes to the building.

8.00 MAINTENANCE FUND BALANCE

The levy for the current financial year was set prior to the preparation of this report.
The maintenance fund balance used in this forecast is therefore an estimate only, based on the last known balance, expected contributions and recorded expenses.
The maintenance fund balance used in the forecast is the last known balance shown in the

owners corporation records.

9.00 CONTINGENCY

The contingency sum has been included to allow for unforeseen expenses that may occur during the life of this plan.

10.00 FORECAST PERIOD

This report is calculated to run from the date stated on the cover page, in twelve-month periods.

11.00 EXPLANATION OF ABBREVIATIONS

The maintenance fund forecast uses the following abbreviations :

FR: First Replacement
RC: Replacement Cycle

12.00 PLAN AND FORECAST PERIOD

12.01 The term 'forecast', shown on the first page of this report, refers to the period of time over which maintenance and repair costs are assessed.

12.02 Items with an expected overall life greater than the forecast period have not been included.

13.00 INSPECTION INFORMATION

Please note the following information relating to this report.

13.01 Our report is based on the following :

- data collected on site at the date of inspection
- the previous forecast provided by Leary & Partners
- information provided by management

13.02 The survey has been prepared with reference to the plan PS 421846S.
Supplementary architectural drawings were not provided during the survey preparation.

13.03 The recommendations in this report are based on a visual inspection of the development undertaken from the ground level and accessible building areas. No physically destructive or intrusive testing was carried out.

13.04 Where an item has been included to replace aluminium windows or window hardware, this item does not include for any work to unit balcony doors. We believe these doors are within the lot boundaries and are therefore the responsibility of the lot owner. An allowance has been made to paint only the previously painted surfaces including external surfaces extending into lot boundaries.

13.05 The allowance for painting does not include for special hoarding or other special safety provision that may be a requirement of the local council.

13.06 If your building has a lift it has been assumed that the lift plant & equipment is covered by a comprehensive service agreement. Please inform our office if this is not the case.

13.07 The item included in the forecast for the replacement of underground pipework is a contingency allowance only. The location of the pipework and its condition were unable to be determined.

13.08 Assuming materials and workmanship were of a reasonable standard during construction, the following items should only require partial ongoing replacement or repair during the forecast period. Thus unless otherwise noted, only an estimated percentage of the total quantity has been included for the following :

- replacing batteries to emergency lights
- replacing emergency light fittings
- replacing door hardware
- replacing light fittings
- replacing metal ventilation louvres
- replacing exposed internal ductwork
- replacing floor tiles
- replacing ewis loud speakers

- replacing stormwater pump
- replacing handrails
- replacing balustrade
- replacing security cameras
- replacing metal door frame
- paint building externally
- replacing central a/c system
- replacing ventilation fans and motors
- replacing dks card readers
- replacing lights fixed to wall
- replacing fire extinguisher
- replacing security system
- replacing glazed aluminium balustrade
- replacing fire hose reel and nozzle
- replacing fire pumps
- replacing quarry tiles
- replacing irrigation system
- replacing membrane to garden beds / podium slab
- replacing glazed balustrade
- replacing underground pipework
- replacing gym equipment
- replacing intercom system
- replacing fire detectors
- replacing automatic door opening gear
- replacing built up roofing membrane
- replacing exposed external ductwork
- replacing external light fittings
- replacing downpipes

We recommend the status of these items be reviewed at regular intervals.

EXPECTED REQUIREMENTS						FR	RC	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	Unit	Qty.	Rate	Yrs	Yrs	31/08/17	31/08/18	31/08/19	31/08/20	31/08/21	31/08/22	31/08/23	31/08/24	31/08/25	31/08/26
								1	2	3	4	5	6	7	8	9	10
#1	Basement	Replace exposed internal ductwork (approx. 7%)	m2	44	193	1	5	8,505					9,860				
#2	Basement	Replace automatic basement door opening gear (1 of 2)	No.	1	1,947	1	4	1,954				2,199				2,475	
#3	Basement	Replace emergency light fittings (approx. 20%)	No.	3	306	1	1	921	949	977	1,006	1,037	1,068	1,100	1,133	1,167	1,202
#4	Basement	Repaint carpark line markings	m	1,616	3	2	5		5,179					6,003			
#5	Basement	Replace door hardware (approx. 5%)	No.	1	958	2	2		991		1,051		1,115		1,183		1,255
#6	Basement	Replace basement door (2 of 2)	No.	1	3,886	3	14			4,137							
#7	Basement	Replace floor tiles (approx. 25%)	m2	18	162	3	10			3,097							
#8	Basement	Replace EWIS loud speakers (Approx. 25%)	No.	2	325	3	5			691					801		
#9	Basement	Replace fire detectors	No.	1	261	3	5			277					322		
#10	Basement	Replace light fittings (approx. 10%)	No.	18	197	4	10				3,893						
#11	Basement	Replace stormwater pump (approx. 50%)	No.	1	3,249	4	5				3,563					4,130	
#12	Basement	Replace water supply booster pumps (1 of 2)	No.	1	7,233	5	20					8,170					
#13	Basement	Replace handrails (approx. 50%)	m	5	354	6	15						2,058				
#14	Basement	Replace water supply booster pumps (2 of 2)	No.	1	7,233	8	20								8,927		
#15	Basement	Replace balustrade (approx. 50%)	m	3	391	8	12								1,446		
#16	Basement	Replace basement door (1 of 2)	No.	1	3,762	13	14										
#17	Building	Re-key door hardware - non electronic	No.	199	64	1	12	12,722									
#18	Building	Maintain glazed aluminium balustrade	m	11	651	1	7	7,191							8,844		
#19	Building	Replace security cameras (approx. 25%)	No.	3	1,801	1	5	5,423					6,287				
#20	Building	Replace metal door frame (approx. 10%)	No.	6	661	1	15	3,980									
#21	Building	Maintain garbage chutes	Item		1,650	1	5	1,656					1,920				
#22	Building	Paint building externally (approx. 50%)	m2	4,883	40	2	10		201,243								
#23	Building	Replace central A/C system (approx 25%)	Item		23,861	2	6		24,666						29,453		
#24	Building	Replace ventilation fans and motors (approx. 20%)	No.	3	3,583	2	2		11,112		11,789		12,507		13,269		14,077
#25	Building	Replace DKS card readers (approx. 30%)	No.	3	436	2	4		1,353				1,523				1,714
#26	Building	Replace lights fixed to wall (approx.25%)	No.	3	223	2	7		690							849	
#27	Building	Replace building mounted spot lights	No.	2	130	2	7		269							331	
#28	Building	Paint building externally (approx. 50%)	m2	4,883	40	3	10			205,268							
#29	Building	Replace lightning conductors	Item		11,267	3	15			11,996							
#30	Building	Replace fire extinguisher (Approx. 25%)	No.	6	253	3	3			1,616			1,766			1,930	
#31	Building	Replace security system (approx. 30%)	Item		1,166	3	6			1,241						1,482	
#32	Building	Replace glazed aluminium balustrade (approx. 10%)	m	101	651	4	12				72,152						
#33	Building	Replace fire jacking pump	No.	1	5,381	5	12					6,078					
#34	Building	Replace fire hose reel and nozzle (approx. 25%)	No.	3	617	5	10					2,092					
#35	Building	Replace radiator to generator set	Item		5,664	7	15							6,787			
#36	Building	Replace fire pumps (approx. 30%)	Item		14,288	8	8								17,636		
#37	Building	Replace exhaust pipe to generator set	Item		4,531	8	8								5,593		
#38	Building	Relace EWIS and fire indicator panels	Item		23,870	10	20										31,258
#39	Building	Upgrade FOXTEL system	Item		13,200	11	12										
#40	Building	Replace main switchboard	No.	1	22,656	13	One off										
#41	External	Replace quarry tiles (approx. 15%)	m2	125	147	1	6	18,391						21,960			
#42	External	Replace bollard lights	No.	8	508	1	14	4,080									
#43	External	Replace irrigation system (approx. 30%)	Item		670	1	3	672			735			803			877
#44	External	Replace membrane to garden beds / podium slab (approx. 15%)	m2	94	112	2	6		10,922						13,041		

EXPECTED REQUIREMENTS						FR	RC	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	Unit	Qty.	Rate	Yrs	Yrs	31/08/17	31/08/18	31/08/19	31/08/20	31/08/21	31/08/22	31/08/23	31/08/24	31/08/25	31/08/26
								1	2	3	4	5	6	7	8	9	10
#45	External	Replace glazed balustrade (approx. 30%)	m	8	619	2	12		5,121								
#46	External	Replace handrails (approx. 50%)	m	33	354	3	15			12,431							
#47	External	Replace timber gates	No.	6	420	3	10			2,682							
#48	External	Replace underground pipework (approx. 20%)	Item		7,453	4	10				8,173						
#49	Gym	Replace carpet	m2	87	61	2	9		5,441								
#50	Gym	Paint walls and columns	m2	126	11	2	8		1,433								1,815
#51	Gym	Paint ceilings	m2	87	13	2	8		1,187								1,504
#52	Gym	Replace gym equipment (approx. 30%)	Item		8,250	3	4			8,784				9,887			
#53	Gym	Replace light fittings (approx. 20%)	No.	2	132	4	7				290						
#54	Gym	Replace mirrors	m2	12	261	5	15					3,534					
#55	Gym	Replace air-conditioning unit	Item		2,712	11	13										
#56	Lift motor room	Replace door hardware	No.	1	515	1	8	516								654	
#57	Lift motor room	Replace light fittings (approx. 25%)	No.	2	147	2	10		304								
#58	Lift motor room	Replace air conditioning units	No.	2	3,410	3	12			7,262							
#59	Lift motor room	Paint walls and columns	m2	55	11	3	15			644							
#60	Lift motor room	Paint ceiling	m2	30	13	3	15			422							
#61	Lift motor room	Replace fire extinguisher	No.	1	275	4	10				302						
#62	Lifts	Replace lift carriage interior	No.	2	13,750	1	15	27,599									
#63	Lifts	Replace lift components (1 of 2)	Item		300,000	5	20					338,874					
#64	Lifts	Replace lift components (2 of 2)	Item		300,000	6	20						349,040				
#65	Main foyer	Replace intercom system (part only)	Item		7,150	1	One off	7,176									
#66	Main foyer	Replace emergency light fittings (approx. 10%)	No.	1	306	1	1	307	316	326	335	346	356	367	378	389	401
#67	Main foyer	Replace light fittings (approx. 10%)	No.	5	153	4	10				839						
#68	Main foyer	Replace fire detectors (approx. 25%)	No.	1	261	4	5				286					331	
#69	Main foyer	Replace furniture	Item		572	5	12					646					
#70	Main foyer	Replace automatic door opening gear (approx. 50%)	No.	1	7,502	6	7						8,728				
#71	Main foyer	Replace door hardware (approx. 15%)	No.	2	661	6	7						1,537				
#72	Main foyer	Replace intercom system	Item		59,033	7	15							70,743			
#73	Main foyer	Replace aluminium letterboxes	Item		19,600	7	One off							23,488			
#74	Main foyer	Replace floor tiles (approx. 0.2%)	m2	36	162	7	10							6,972			
#75	Main foyer	Paint walls and columns	m2	361	17	8	8								7,486		
#76	Main foyer	Paint ceilings	m2	238	17	8	8								5,053		
#77	Roof	Replace built up roofing membrane (approx. 50%)	m2	560	153	2	13		88,302								
#78	Roof	Replace exposed external ductwork (approx. 50%)	m2	99	246	2	9		25,165								
#79	Roof	Replace variable speed drives to vent fans	No.	2	2,103	3	6			4,479						5,349	
#80	Roof	Replace door hardware	No.	3	661	3	15			2,110							
#81	Roof	Replace external light fittings (approx. 15%)	No.	2	219	3	10			467							
#82	Roof	Replace glazed balustrade (approx. 30%)	m	34	709	4	12				26,422						
#83	Roof	Replace downpipes (approx. 50%)	m	5	72	4	15				395						
#84	Roof	Replace emergency light fittings	No.	1	286	4	4				313				352		
#85	Roof	Replace EWIS loud speakers	No.	1	325	5	12					367					
#86	Roof	Replace television aerial system	No.	1	12,296	9	15									15,633	
#87	Stairwells	Replace door hardware (approx. 5%)	No.	2	661	2	2		1,366		1,449		1,537		1,631		1,730
#88	Stairwells	Paint timber doors and frames	No.	36	136	3	8			5,213							
#89	Stairwells	Replace light fittings (approx. 10%)	No.	8	147	4	10				1,289						

EXPECTED REQUIREMENTS						FR	RC	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	**Area**	**Description**	**Unit**	**Qty.**	**Rate**	**Yrs**	**Yrs**	**31/08/17**	**31/08/18**	**31/08/19**	**31/08/20**	**31/08/21**	**31/08/22**	**31/08/23**	**31/08/24**	**31/08/25**	**31/08/26**
								1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
#90	Stairwells	Replace stairwell pressurisation fans and motors	No.	4	3,871	5	20					17,490					
#91	Toilets	Paint walls and columns	m2	92	17	2	8		1,598								2,024
#92	Toilets	Paint doors and frames	No.	3	136	2	8		422								534
#93	Toilets	Paint ceilings	m2	18	17	2	8		320								405
#94	Toilets	Replace door hardware (approx. 33%)	No.	1	958	3	8			1,020							
#95	Toilets	Replace soap dispensers	No.	2	182	4	8				398						
#96	Toilets	Replace paper towel dispensers	No.	2	94	4	8				205						
#97	Toilets	Replace light fittings (approx. 50%)	No.	1	184	4	10				202						
#98	Toilets	Replace tiling to floor and walls	m2	24	162	7	15							4,648			
#99	Toilets	Replace mirrors	m2	2	260	7	15							624			
#100	Toilets	Replace WC suite including pan and cistern	No.	2	802	8	20								1,980		
#101	Toilets	Replace basin	No.	2	677	8	20								1,670		
#102	Typical lobbies	Replace emergency light fittings (approx. 10%)	No.	9	306	1	1	2,763	2,846	2,931	3,019	3,110	3,203	3,299	3,398	3,500	3,605
#103	Typical lobbies	Replace fire detectors (approx. 10%)	No.	8	261	1	1	2,092	2,155	2,220	2,286	2,355	2,426	2,498	2,573	2,651	2,730
#104	Typical lobbies	Replace carpet	m2	1,568	58	2	9		94,497								
#105	Typical lobbies	Replace door hardware (approx. 5%)	No.	15	661	2	6		10,242						12,229		
#106	Typical lobbies	Replace light fittings (approx. 10%)	No.	27	153	4	10				4,530						
#107	Typical lobbies	Replace fire hose reel and nozzle	No.	14	617	5	20					9,764					
#108	Typical lobbies	Paint walls	m2	3,224	17	8	8								66,855		
#109	Typical lobbies	Paint doors and frames	No.	336	136	8	8								56,404		
#110	Typical lobbies	Paint ceiling	m2	1,596	17	8	8								33,884		
#111	Typical lobbies	Replace signage to doors	No.	188	17	8	12								3,829		
#112		Tax credit claim for GST component						-11,208	-46,904	-27,154	-14,897	-37,780	-38,639	-16,353	-29,154	-5,713	-7,978
		Contingency						17,341	17,861	18,397	18,949	19,517	20,103	20,706	21,327	21,967	22,626
	Total							**112,084**	**469,044**	**271,535**	**148,973**	**377,798**	**386,394**	**163,531**	**291,542**	**57,125**	**79,778**

EXPECTED REQUIREMENTS			12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	31/08/27	31/08/28	31/08/29	31/08/30	31/08/31
			11	12	13	14	15
#1	Basement	Replace exposed internal ductwork (approx. 7%)	11,430				
#2	Basement	Replace automatic basement door opening gear (1 of 2)			2,786		
#3	Basement	Replace emergency light fittings (approx. 20%)	1,238	1,275	1,313	1,353	1,393
#4	Basement	Repaint carpark line markings		6,960			
#5	Basement	Replace door hardware (approx. 5%)		1,331		1,412	
#6	Basement	Replace basement door (2 of 2)					
#7	Basement	Replace floor tiles (approx. 25%)			4,162		
#8	Basement	Replace EWIS loud speakers (Approx. 25%)			929		
#9	Basement	Replace fire detectors			373		
#10	Basement	Replace light fittings (approx. 10%)				5,232	
#11	Basement	Replace stormwater pump (approx. 50%)				4,788	
#12	Basement	Replace water supply booster pumps (1 of 2)					
#13	Basement	Replace handrails (approx. 50%)					
#14	Basement	Replace water supply booster pumps (2 of 2)					
#15	Basement	Replace balustrade (approx. 50%)					
#16	Basement	Replace basement door (1 of 2)			5,383		
#17	Building	Re-key door hardware - non electronic			18,139		
#18	Building	Maintain glazed aluminium balustrade					10,878
#19	Building	Replace security cameras (approx. 25%)	7,288				
#20	Building	Replace metal door frame (approx. 10%)					
#21	Building	Maintain garbage chutes	2,225				
#22	Building	Paint building externally (approx. 50%)		245,314			
#23	Building	Replace central A/C system (approx 25%)				35,168	
#24	Building	Replace ventilation fans and motors (approx. 20%)		14,934		15,844	
#25	Building	Replace DKS card readers (approx. 30%)				1,929	
#26	Building	Replace lights fixed to wall (approx.25%)					
#27	Building	Replace building mounted spot lights					
#28	Building	Paint building externally (approx. 50%)			250,220		
#29	Building	Replace lightning conductors					
#30	Building	Replace fire extinguisher (Approx. 25%)		2,109			2,304
#31	Building	Replace security system (approx. 30%)					1,770
#32	Building	Replace glazed aluminium balustrade (approx. 10%)					
#33	Building	Replace fire jacking pump					
#34	Building	Replace fire hose reel and nozzle (approx. 25%)					2,812
#35	Building	Replace radiator to generator set					
#36	Building	Replace fire pumps (approx. 30%)					
#37	Building	Replace exhaust pipe to generator set					
#38	Building	Relace EWIS and fire indicator panels					
#39	Building	Upgrade FOXTEL system	17,804				
#40	Building	Replace main switchboard			32,418		
#41	External	Replace quarry tiles (approx. 15%)			26,222		
#42	External	Replace bollard lights					6,172
#43	External	Replace irrigation system (approx. 30%)			959		
#44	External	Replace membrane to garden beds / podium slab (approx. 15%)				15,572	

EXPECTED REQUIREMENTS			12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	Area	Description	31/08/27	31/08/28	31/08/29	31/08/30	31/08/31
			11	12	13	14	15
#45	External	Replace glazed balustrade (approx. 30%)				7,302	
#46	External	Replace handrails (approx. 50%)					
#47	External	Replace timber gates			3,604		
#48	External	Replace underground pipework (approx. 20%)				10,984	
#49	Gym	Replace carpet	7,099				
#50	Gym	Paint walls and columns					
#51	Gym	Paint ceilings					
#52	Gym	Replace gym equipment (approx. 30%)	11,127				12,524
#53	Gym	Replace light fittings (approx. 20%)	356				
#54	Gym	Replace mirrors					
#55	Gym	Replace air-conditioning unit	3,657				
#56	Lift motor room	Replace door hardware					
#57	Lift motor room	Replace light fittings (approx. 25%)		408			
#58	Lift motor room	Replace air conditioning units					10,353
#59	Lift motor room	Paint walls and columns					
#60	Lift motor room	Paint ceiling					
#61	Lift motor room	Replace fire extinguisher				405	
#62	Lifts	Replace lift carriage interior					
#63	Lifts	Replace lift components (1 of 2)					
#64	Lifts	Replace lift components (2 of 2)					
#65	Main foyer	Replace intercom system (part only)					
#66	Main foyer	Replace emergency light fittings (approx. 10%)	413	425	438	451	464
#67	Main foyer	Replace light fittings (approx. 10%)				1,127	
#68	Main foyer	Replace fire detectors (approx. 25%)				384	
#69	Main foyer	Replace furniture					
#70	Main foyer	Replace automatic door opening gear (approx. 50%)			10,735		
#71	Main foyer	Replace door hardware (approx. 15%)			1,890		
#72	Main foyer	Replace intercom system					
#73	Main foyer	Replace aluminium letterboxes					
#74	Main foyer	Replace floor tiles (approx. 0.2%)					
#75	Main foyer	Paint walls and columns					
#76	Main foyer	Paint ceilings					
#77	Roof	Replace built up roofing membrane (approx. 50%)					129,674
#78	Roof	Replace exposed external ductwork (approx. 50%)	32,835				
#79	Roof	Replace variable speed drives to vent fans					6,386
#80	Roof	Replace door hardware					
#81	Roof	Replace external light fittings (approx. 15%)			628		
#82	Roof	Replace glazed balustrade (approx. 30%)					
#83	Roof	Replace downpipes (approx. 50%)					
#84	Roof	Replace emergency light fittings		397			
#85	Roof	Replace EWIS loud speakers					
#86	Roof	Replace television aerial system					
#87	Stairwells	Replace door hardware (approx. 5%)		1,835		1,947	
#88	Stairwells	Paint timber doors and frames	6,604				
#89	Stairwells	Replace light fittings (approx. 10%)				1,732	

EXPECTED REQUIREMENTS			12 mths ending	12 mths ending	12 mths ending	12 mths ending	12 mths ending
Item	**Area**	**Description**	**31/08/27**	**31/08/28**	**31/08/29**	**31/08/30**	**31/08/31**
			11	**12**	**13**	**14**	**15**
#90	Stairwells	Replace stairwell pressurisation fans and motors					
#91	Toilets	Paint walls and columns					
#92	Toilets	Paint doors and frames					
#93	Toilets	Paint ceilings					
#94	Toilets	Replace door hardware (approx. 33%)	1,293				
#95	Toilets	Replace soap dispensers		504			
#96	Toilets	Replace paper towel dispensers		260			
#97	Toilets	Replace light fittings (approx. 50%)				271	
#98	Toilets	Replace tiling to floor and walls					
#99	Toilets	Replace mirrors					
#100	Toilets	Replace WC suite including pan and cistern					
#101	Toilets	Replace basin					
#102	Typical lobbies	Replace emergency light fittings (approx. 10%)	3,713	3,825	3,939	4,058	4,179
#103	Typical lobbies	Replace fire detectors (approx. 10%)	2,812	2,896	2,983	3,073	3,165
#104	Typical lobbies	Replace carpet	123,298				
#105	Typical lobbies	Replace door hardware (approx. 5%)				14,602	
#106	Typical lobbies	Replace light fittings (approx. 10%)				6,088	
#107	Typical lobbies	Replace fire hose reel and nozzle					
#108	Typical lobbies	Paint walls					
#109	Typical lobbies	Paint doors and frames					
#110	Typical lobbies	Paint ceiling					
#111	Typical lobbies	Replace signage to doors					
#112		Tax credit claim for GST component	-23,318	-27,861	-35,622	-14,472	-19,846
		Contingency	23,304	24,004	24,724	25,465	26,229
	Total		**233,179**	**278,615**	**356,222**	**144,716**	**198,459**

SUMMARISED MAINTENANCE PLAN

15 YEAR PLAN 15 YEAR FORECAST: Starting September 2016

for

BOULEVARD 610 PS 421846S

Prepared by Leary & Partners Pty Ltd - Job No. 11189

Dated : 01 June 2017

1.0 General Information

The contributions shown in this report are based on a 15 year forecast period, i.e. the forecast calculations take into account the replacement and maintenance requirements of the building over the next 15 years. This report displays the forecast contributions and expenses for the first 10 years of this period.

2.0 Current Capital Works Balance

The starting capital works balance used in these calculations is $740,000.00 as at 31 August 2016.

3.0 Summary of Required Capital Works Contributions

These contributions have been calculated to ensure that sufficient funds are available to meet all foreseeable expenses. The calculations take into account the current balance of the body corporate's capital works, as well as the effect of inflation, interest earnings and taxation.

For Period	to Aug-17	to Aug-18	to Aug-19	to Aug-20	to Aug-21	to Aug-22	to Aug-23	to Aug-24	to Aug-25	to Aug-26
Total Capital Works Contribution	$174,993	$180,243	$185,650	$191,219	$196,956	$202,865	$208,951	$215,219	$221,676	$228,326
Contribution per Entitlement	$1.99	$2.05	$2.11	$2.17	$2.24	$2.31	$2.37	$2.45	$2.52	$2.59

GST needs to be added to the Total Contributions when levying the Lot owners.

4.0 Summary of Expected Expenditure

The table below is a summary of the forecast capital works expenditure for the next ten years. A contingency allowance has been included to provide for general unforeseen expenses which may occur during the forecast period. Detailed information about the expense items listed in this summary are contained in an extended forecast report. If you wish to view the extended report please contact your Body Corporate or Body Corporate Manager.

Categories	Expected Capital Works Requirements									
	to Aug-17	to Aug-18	to Aug-19	to Aug-20	to Aug-21	to Aug-22	to Aug-23	to Aug-24	to Aug-25	to Aug-26
Doors & Other Openings	20,829	13,951	7,267	2,500	5,733	16,359	624	15,042	3,130	4,698
Floor Coverings	18,391	99,939	3,097				33,580			
Furniture & Fittings				603	646		23,488	3,829		
Internal Recreation			8,784				9,887			
Surface Finishes		211,381	211,546				6,003	169,681		6,282
Air Handling Systems	8,505	60,944	11,741	11,789	17,490	22,367		42,722	5,349	14,077
Electrical Systems	8,071	5,374	16,697	15,716	4,492	4,627	4,766	5,261	6,236	5,207
Fire Equipment	2,092	2,155	4,114	2,874	14,211	4,192	2,498	2,895	4,912	33,988
Pumps & Motors				3,563	14,248		6,787	32,157	4,130	
Communication Systems	12,599		1,932		367	6,287	70,743	801	17,115	
Lifts	27,599				338,874	349,040				
Roofing Items		99,223		395				13,041		
Drainage & Water Systems	672			8,908			803	3,650		877
Fencing & Barricades	7,191	5,121	15,113	98,574		2,058		10,290		
Contingency	17,341	17,861	18,397	18,949	19,517	20,103	20,706	21,327	21,967	22,626
Tax credit claim for GST component	-11,208	-46,904	-27,154	-14,897	-37,780	-38,639	-16,353	-29,154	-5,713	-7,978
Total Expected Expenditure	$112,084	$469,044	$271,535	$148,973	$377,798	$386,394	$163,531	$291,542	$57,125	$79,778

Variable Contributions for 10 Year Plan

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L1	520	1,033.94	1,064.96	1,096.91	1,129.82	1,163.71	1,198.62	1,234.58	1,271.62	1,309.77	1,349.06
L2	488	970.32	999.42	1,029.41	1,060.29	1,092.10	1,124.86	1,158.61	1,193.37	1,229.17	1,266.04
L101	425	845.05	870.40	896.51	923.41	951.11	979.64	1,009.03	1,039.30	1,070.48	1,102.60
L102	403	801.31	825.34	850.11	875.61	901.88	928.93	956.80	985.50	1,015.07	1,045.52
L103	524	1,041.90	1,073.15	1,105.35	1,138.51	1,172.66	1,207.84	1,244.08	1,281.40	1,319.84	1,359.44
L104	524	1,041.90	1,073.15	1,105.35	1,138.51	1,172.66	1,207.84	1,244.08	1,281.40	1,319.84	1,359.44
L105	424	843.06	868.35	894.40	921.24	948.87	977.34	1,006.66	1,036.86	1,067.96	1,100.00
L106	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L201	421	837.10	862.21	888.08	914.72	942.16	970.42	999.54	1,029.52	1,060.41	1,092.22
L202	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L203	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L204	456	906.69	933.89	961.91	990.76	1,020.49	1,051.10	1,082.63	1,115.11	1,148.57	1,183.02
L205	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L206	376	747.62	770.05	793.15	816.94	841.45	866.70	892.70	919.48	947.06	975.47
L207	405	805.28	829.44	854.32	879.95	906.35	933.54	961.55	990.40	1,020.11	1,050.71
L208	405	805.28	829.44	854.32	879.95	906.35	933.54	961.55	990.40	1,020.11	1,050.71
L209	366	727.74	749.57	772.06	795.22	819.07	843.65	868.96	895.02	921.87	949.53
L210	366	727.74	749.57	772.06	795.22	819.07	843.65	868.96	895.02	921.87	949.53
L211	366	727.74	749.57	772.06	795.22	819.07	843.65	868.96	895.02	921.87	949.53
L212	408	811.25	835.58	860.65	886.47	913.07	940.46	968.67	997.73	1,027.66	1,058.49
L213	376	747.62	770.05	793.15	816.94	841.45	866.70	892.70	919.48	947.06	975.47
L214	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L215	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L301	442	878.85	905.22	932.37	960.34	989.15	1,018.83	1,049.39	1,080.88	1,113.30	1,146.70
L302	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L303	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L304	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L305	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L306	382	759.55	782.34	805.81	829.98	854.88	880.53	906.94	934.15	962.18	991.04
L307	411	817.21	841.73	866.98	892.99	919.78	947.37	975.79	1,005.07	1,035.22	1,066.28
L308	374	743.64	765.95	788.93	812.60	836.98	862.09	887.95	914.59	942.03	970.29
L309	374	743.64	765.95	788.93	812.60	836.98	862.09	887.95	914.59	942.03	970.29
L310	374	743.64	765.95	788.93	812.60	836.98	862.09	887.95	914.59	942.03	970.29

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L311	411	817.21	841.73	866.98	892.99	919.78	947.37	975.79	1,005.07	1,035.22	1,066.28
L312	382	759.55	782.34	805.81	829.98	854.88	880.53	906.94	934.15	962.18	991.04
L313	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L314	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L315	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L401	442	878.85	905.22	932.37	960.34	989.15	1,018.83	1,049.39	1,080.88	1,113.30	1,146.70
L402	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L403	424	843.06	868.35	894.40	921.24	948.87	977.34	1,006.66	1,036.86	1,067.96	1,100.00
L404	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L405	424	843.06	868.35	894.40	921.24	948.87	977.34	1,006.66	1,036.86	1,067.96	1,100.00
L406	387	769.49	792.58	816.35	840.84	866.07	892.05	918.81	946.38	974.77	1,004.01
L407	410	815.22	839.68	864.87	890.82	917.54	945.07	973.42	1,002.62	1,032.70	1,063.68
L408	373	741.66	763.90	786.82	810.43	834.74	859.78	885.57	912.14	939.51	967.69
L409	373	741.66	763.90	786.82	810.43	834.74	859.78	885.57	912.14	939.51	967.69
L410	373	741.66	763.90	786.82	810.43	834.74	859.78	885.57	912.14	939.51	967.69
L411	410	815.22	839.68	864.87	890.82	917.54	945.07	973.42	1,002.62	1,032.70	1,063.68
L412	387	769.49	792.58	816.35	840.84	866.07	892.05	918.81	946.38	974.77	1,004.01
L413	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L414	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L415	424	843.06	868.35	894.40	921.24	948.87	977.34	1,006.66	1,036.86	1,067.96	1,100.00
L501	447	888.79	915.46	942.92	971.21	1,000.34	1,030.35	1,061.27	1,093.10	1,125.90	1,159.67
L502	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L503	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L504	461	916.63	944.13	972.45	1,001.63	1,031.68	1,062.63	1,094.50	1,127.34	1,161.16	1,195.99
L505	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L506	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98
L507	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L508	376	747.62	770.05	793.15	816.94	841.45	866.70	892.70	919.48	947.06	975.47
L509	376	747.62	770.05	793.15	816.94	841.45	866.70	892.70	919.48	947.06	975.47
L510	376	747.62	770.05	793.15	816.94	841.45	866.70	892.70	919.48	947.06	975.47
L511	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L512	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98
L513	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L514	461	916.63	944.13	972.45	1,001.63	1,031.68	1,062.63	1,094.50	1,127.34	1,161.16	1,195.99
L515	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L601	452	898.73	925.70	953.47	982.07	1,011.53	1,041.88	1,073.14	1,105.33	1,138.49	1,172.65
L602	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L603	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L604	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L605	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L606	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L607	407	809.26	833.54	858.54	884.30	910.83	938.15	966.30	995.29	1,025.15	1,055.90
L608	378	751.60	774.14	797.37	821.29	845.93	871.31	897.45	924.37	952.10	980.66
L609	378	751.60	774.14	797.37	821.29	845.93	871.31	897.45	924.37	952.10	980.66
L610	378	751.60	774.14	797.37	821.29	845.93	871.31	897.45	924.37	952.10	980.66
L611	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L612	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L613	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L614	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L615	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L701	470	934.53	962.56	991.44	1,021.18	1,051.82	1,083.37	1,115.87	1,149.35	1,183.83	1,219.34
L702	484	962.36	991.23	1,020.97	1,051.60	1,083.15	1,115.64	1,149.11	1,183.58	1,219.09	1,255.66
L703	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L704	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94
L705	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L706	403	801.31	825.34	850.11	875.61	901.88	928.93	956.80	985.50	1,015.07	1,045.52
L707	423	841.07	866.30	892.29	919.06	946.63	975.03	1,004.28	1,034.41	1,065.45	1,097.41
L708	386	767.50	790.53	814.24	838.67	863.83	889.75	916.44	943.93	972.25	1,001.42
L709	386	767.50	790.53	814.24	838.67	863.83	889.75	916.44	943.93	972.25	1,001.42
L710	386	767.50	790.53	814.24	838.67	863.83	889.75	916.44	943.93	972.25	1,001.42
L711	423	841.07	866.30	892.29	919.06	946.63	975.03	1,004.28	1,034.41	1,065.45	1,097.41
L712	403	801.31	825.34	850.11	875.61	901.88	928.93	956.80	985.50	1,015.07	1,045.52
L713	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L714	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94
L715	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L801	495	984.23	1,013.76	1,044.17	1,075.50	1,107.76	1,141.00	1,175.23	1,210.48	1,246.80	1,284.20
L802	498	990.20	1,019.90	1,050.50	1,082.02	1,114.48	1,147.91	1,182.35	1,217.82	1,254.35	1,291.99
L803	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L804	476	946.46	974.85	1,004.09	1,034.22	1,065.24	1,097.20	1,130.12	1,164.02	1,198.94	1,234.91
L805	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L806	408	811.25	835.58	860.65	886.47	913.07	940.46	968.67	997.73	1,027.66	1,058.49
L807	428	851.01	876.54	902.84	929.93	957.82	986.56	1,016.16	1,046.64	1,078.04	1,110.38
L808	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98
L809	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L810	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98
L811	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L812	408	811.25	835.58	860.65	886.47	913.07	940.46	968.67	997.73	1,027.66	1,058.49
L813	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L814	476	946.46	974.85	1,004.09	1,034.22	1,065.24	1,097.20	1,130.12	1,164.02	1,198.94	1,234.91
L815	445	884.82	911.36	938.70	966.86	995.87	1,025.74	1,056.52	1,088.21	1,120.86	1,154.48
L901	491	976.28	1,005.57	1,035.74	1,066.81	1,098.81	1,131.78	1,165.73	1,200.70	1,236.72	1,273.82
L902	505	1,004.12	1,034.24	1,065.27	1,097.23	1,130.14	1,164.05	1,198.97	1,234.94	1,271.99	1,310.15
L903	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L904	482	958.39	987.14	1,016.75	1,047.25	1,078.67	1,111.03	1,144.36	1,178.69	1,214.05	1,250.48
L905	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L906	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L907	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L908	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L909	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L910	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L911	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L912	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L913	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L914	482	958.39	987.14	1,016.75	1,047.25	1,078.67	1,111.03	1,144.36	1,178.69	1,214.05	1,250.48
L915	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L1001	513	1,020.02	1,050.62	1,082.14	1,114.61	1,148.05	1,182.49	1,217.96	1,254.50	1,292.14	1,330.90
L1002	515	1,024.00	1,054.72	1,086.36	1,118.95	1,152.52	1,187.10	1,222.71	1,259.39	1,297.17	1,336.09
L1003	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1004	487	968.33	997.38	1,027.30	1,058.12	1,089.86	1,122.56	1,156.23	1,190.92	1,226.65	1,263.45
L1005	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1006	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L1007	439	872.89	899.07	926.05	953.83	982.44	1,011.91	1,042.27	1,073.54	1,105.75	1,138.92
L1008	402	799.32	823.30	848.00	873.44	899.64	926.63	954.43	983.06	1,012.55	1,042.93
L1009	402	799.32	823.30	848.00	873.44	899.64	926.63	954.43	983.06	1,012.55	1,042.93
L1010	402	799.32	823.30	848.00	873.44	899.64	926.63	954.43	983.06	1,012.55	1,042.93
L1011	439	872.89	899.07	926.05	953.83	982.44	1,011.91	1,042.27	1,073.54	1,105.75	1,138.92
L1012	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L1013	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1014	487	968.33	997.38	1,027.30	1,058.12	1,089.86	1,122.56	1,156.23	1,190.92	1,226.65	1,263.45
L1015	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1101	512	1,018.04	1,048.58	1,080.03	1,112.44	1,145.81	1,180.18	1,215.59	1,252.06	1,289.62	1,328.31

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L1102	498	990.20	1,019.90	1,050.50	1,082.02	1,114.48	1,147.91	1,182.35	1,217.82	1,254.35	1,291.99
L1103	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L1104	461	916.63	944.13	972.45	1,001.63	1,031.68	1,062.63	1,094.50	1,127.34	1,161.16	1,195.99
L1105	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L1106	392	779.43	802.82	826.90	851.71	877.26	903.58	930.68	958.61	987.36	1,016.98
L1107	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L1108	407	809.26	833.54	858.54	884.30	910.83	938.15	966.30	995.29	1,025.15	1,055.90
L1109	407	809.26	833.54	858.54	884.30	910.83	938.15	966.30	995.29	1,025.15	1,055.90
L1110	407	809.26	833.54	858.54	884.30	910.83	938.15	966.30	995.29	1,025.15	1,055.90
L1111	444	882.83	909.31	936.59	964.69	993.63	1,023.44	1,054.14	1,085.77	1,118.34	1,151.89
L1112	424	843.06	868.35	894.40	921.24	948.87	977.34	1,006.66	1,036.86	1,067.96	1,100.00
L1113	461	916.63	944.13	972.45	1,001.63	1,031.68	1,062.63	1,094.50	1,127.34	1,161.16	1,195.99
L1114	492	978.27	1,007.62	1,037.85	1,068.98	1,101.05	1,134.08	1,168.10	1,203.15	1,239.24	1,276.42
L1115	461	916.63	944.13	972.45	1,001.63	1,031.68	1,062.63	1,094.50	1,127.34	1,161.16	1,195.99
L1201	523	1,039.91	1,071.10	1,103.24	1,136.34	1,170.43	1,205.54	1,241.70	1,278.96	1,317.32	1,356.84
L1202	536	1,065.76	1,097.73	1,130.66	1,164.58	1,199.52	1,235.50	1,272.57	1,310.75	1,350.07	1,390.57
L1203	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L1204	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L1205	434	862.94	888.83	915.50	942.96	971.25	1,000.39	1,030.40	1,061.31	1,093.15	1,125.95
L1206	397	789.38	813.06	837.45	862.57	888.45	915.10	942.56	970.83	999.96	1,029.96
L1207	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L1208	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L1209	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L1210	413	821.19	845.82	871.20	897.34	924.26	951.98	980.54	1,009.96	1,040.26	1,071.47
L1211	450	894.76	921.60	949.25	977.73	1,007.06	1,037.27	1,068.39	1,100.44	1,133.45	1,167.46
L1212	429	853.00	878.59	904.95	932.10	960.06	988.86	1,018.53	1,049.09	1,080.56	1,112.98
L1213	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L1214	498	990.20	1,019.90	1,050.50	1,082.02	1,114.48	1,147.91	1,182.35	1,217.82	1,254.35	1,291.99
L1215	466	926.57	954.37	983.00	1,012.49	1,042.86	1,074.15	1,106.38	1,139.57	1,173.75	1,208.97
L1401	533	1,059.79	1,091.59	1,124.33	1,158.06	1,192.80	1,228.59	1,265.45	1,303.41	1,342.51	1,382.79
L1402	547	1,087.63	1,120.26	1,153.86	1,188.48	1,224.14	1,260.86	1,298.68	1,337.65	1,377.77	1,419.11
L1403	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L1404	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94
L1405	440	874.87	901.12	928.15	956.00	984.68	1,014.22	1,044.65	1,075.99	1,108.26	1,141.51
L1406	403	801.31	825.34	850.11	875.61	901.88	928.93	956.80	985.50	1,015.07	1,045.52
L1407	423	841.07	866.30	892.29	919.06	946.63	975.03	1,004.28	1,034.41	1,065.45	1,097.41
L1408	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44

Lot No.	Entitl.	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
L1409	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L1410	418	831.13	856.06	881.75	908.20	935.45	963.51	992.41	1,022.19	1,052.85	1,084.44
L1411	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1412	455	904.70	931.84	959.80	988.59	1,018.25	1,048.80	1,080.26	1,112.67	1,146.05	1,180.43
L1413	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94
L1414	503	1,000.14	1,030.14	1,061.05	1,092.88	1,125.67	1,159.44	1,194.22	1,230.05	1,266.95	1,304.96
L1415	471	936.51	964.61	993.55	1,023.35	1,054.05	1,085.68	1,118.25	1,151.79	1,186.35	1,221.94
L1501	544	1,081.66	1,114.11	1,147.54	1,181.96	1,217.42	1,253.94	1,291.56	1,330.31	1,370.22	1,411.33
L1502	558	1,109.50	1,142.79	1,177.07	1,212.38	1,248.75	1,286.21	1,324.80	1,364.55	1,405.48	1,447.65
L1503	895	1,779.57	1,832.96	1,887.95	1,944.59	2,002.93	2,063.01	2,124.90	2,188.65	2,254.31	2,321.94
L1504	937	1,863.09	1,918.98	1,976.55	2,035.84	2,096.92	2,159.83	2,224.62	2,291.36	2,360.10	2,430.90
L1505	425	845.05	870.40	896.51	923.41	951.11	979.64	1,009.03	1,039.30	1,070.48	1,102.60
L1506	425	845.05	870.40	896.51	923.41	951.11	979.64	1,009.03	1,039.30	1,070.48	1,102.60
L1507	425	845.05	870.40	896.51	923.41	951.11	979.64	1,009.03	1,039.30	1,070.48	1,102.60
L1508	948	1,884.96	1,941.51	1,999.75	2,059.74	2,121.54	2,185.18	2,250.74	2,318.26	2,387.81	2,459.44
L1509	885	1,759.69	1,812.48	1,866.86	1,922.86	1,980.55	2,039.96	2,101.16	2,164.20	2,229.12	2,296.00
76C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
77C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
78C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
79C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
139C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
140C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
141C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
143C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
144C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
145C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
146C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
147C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
148C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
149C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
150C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
204C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
217C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
218C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
219C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
223C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54
225C	11	21.87	22.53	23.20	23.90	24.62	25.36	26.12	26.90	27.71	28.54

Lot No.	Entitl.	2016-17	*2017-18*	*2018-19*	*2019-20*	*2020-21*	*2021-22*	*2022-23*	*2023-24*	*2024-25*	*2025-26*
226C	11	21.87	*22.53*	*23.20*	*23.90*	*24.62*	*25.36*	*26.12*	*26.90*	*27.71*	*28.54*
1S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
2S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
3S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
4S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
5S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
6S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
7S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
8S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
9S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
10S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
11S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
12S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
13S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
14S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
15S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
16S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
17S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
18S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
19S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
20S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
21S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
22S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
23S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
24S	10	19.88	*20.48*	*21.09*	*21.73*	*22.38*	*23.05*	*23.74*	*24.45*	*25.19*	*25.94*
Totals	88009	$174,992.82	*$180,242.60*	*$185,649.88*	*$191,219.37*	*$196,955.96*	*$202,864.63*	*$208,950.57*	*$215,219.09*	*$221,675.66*	*$228,325.93*

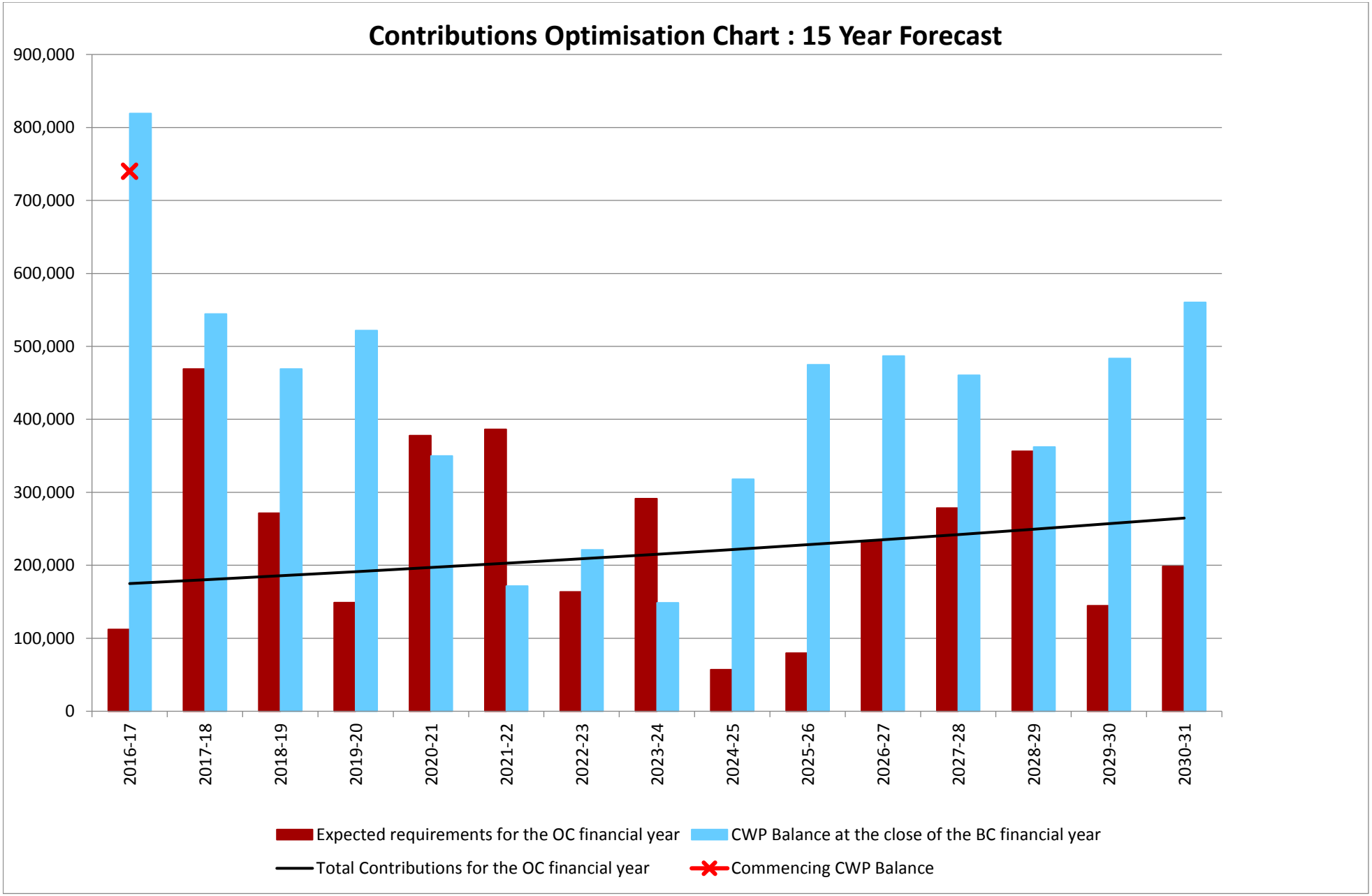
*The contributions shown in italics should be reviewed on an annual basis.

*GST needs to be added to the Total Contributions when levying the Lot owners.

CURRENT CONDITION REPORT			FR	First	RC	Condition
Item	Area	Description	Yrs	Replace	Yrs	
#1	Basement	Replace exposed internal ductwork (approx. 7%)	1	Sep 2017	5	Poor
#2	Basement	Replace automatic basement door opening gear (1 of 2)	1	Sep 2017	4	Satisfactory
#3	Basement	Replace emergency light fittings (approx. 20%)	1	Sep 2017	1	Good
#4	Basement	Repaint carpark line markings	2	Sep 2018	5	Satisfactory
#5	Basement	Replace door hardware (approx. 5%)	2	Sep 2018	2	Good
#6	Basement	Replace basement door (2 of 2)	3	Sep 2019	14	Poor
#7	Basement	Replace floor tiles (approx. 25%)	3	Sep 2019	10	Satisfactory
#8	Basement	Replace EWIS loud speakers (Approx. 25%)	3	Sep 2019	5	Reasonable
#9	Basement	Replace fire detectors	3	Sep 2019	5	Reasonable
#10	Basement	Replace light fittings (approx. 10%)	4	Sep 2020	10	Satisfactory
#11	Basement	Replace stormwater pump (approx. 50%)	4	Sep 2020	5	Good
#12	Basement	Replace water supply booster pumps (1 of 2)	5	Sep 2021	20	Satisfactory
#13	Basement	Replace handrails (approx. 50%)	6	Sep 2022	15	Satisfactory
#14	Basement	Replace water supply booster pumps (2 of 2)	8	Sep 2024	20	Satisfactory
#15	Basement	Replace balustrade (approx. 50%)	8	Sep 2024	12	Reasonable
#16	Basement	Replace basement door (1 of 2)	13	Sep 2029	14	Good
#17	Building	Re-key door hardware - non electronic	1	Sep 2017	12	Poor
#18	Building	Maintain glazed aluminium balustrade	1	Sep 2017	7	Poor
#19	Building	Replace security cameras (approx. 25%)	1	Sep 2017	5	Poor
#20	Building	Replace metal door frame (approx. 10%)	1	Sep 2017	15	Poor
#21	Building	Maintain garbage chutes	1	Sep 2017	5	Poor
#22	Building	Paint building externally	2	Sep 2018	10	Poor
#23	Building	Replace central A/C system (approx 25%)	2	Sep 2018	6	Satisfactory
#24	Building	Replace ventilation fans and motors (approx. 20%)	2	Sep 2018	2	Good
#25	Building	Replace DKS card readers (approx. 30%)	2	Sep 2018	4	Reasonable
#26	Building	Replace lights fixed to wall (approx.25%)	2	Sep 2018	7	Satisfactory
#27	Building	Replace building mounted spot lights	2	Sep 2018	7	Satisfactory
#28	Building	Replace lightning conductors	3	Sep 2019	15	Poor
#29	Building	Replace fire extinguisher (Approx. 25%)	3	Sep 2019	3	Good
#30	Building	Replace security system (approx. 30%)	3	Sep 2019	6	Reasonable
#31	Building	Replace glazed aluminium balustrade (approx. 10%)	4	Sep 2020	12	Satisfactory
#32	Building	Replace fire jacking pump	5	Sep 2021	12	Satisfactory
#33	Building	Replace fire hose reel and nozzle (approx. 25%)	5	Sep 2021	10	Reasonable
#34	Building	Replace radiator to generator set	7	Sep 2023	15	Satisfactory
#35	Building	Replace fire pumps (approx. 30%)	8	Sep 2024	8	Good
#36	Building	Replace exhaust pipe to generator set	8	Sep 2024	8	Good
#37	Building	Relace EWIS and fire indicator panels	10	Sep 2026	20	Reasonable

CURRENT CONDITION REPORT			FR	First	RC	Condition
Item	Area	Description	Yrs	Replace	Yrs	
#38	Building	Upgrade FOXTEL system	11	Sep 2027	12	Good
#39	Building	Replace main switchboard	13	Sep 2029	20	Reasonable
#40	External	Replace quarry tiles (approx. 15%)	1	Sep 2017	6	Poor
#41	External	Replace bollard lights	1	Sep 2017	14	Poor
#42	External	Replace irrigation system (approx. 30%)	1	Sep 2017	3	Satisfactory
#43	External	Replace membrane to garden beds / podium slab (approx. 15%)	2	Sep 2018	6	Satisfactory
#44	External	Replace glazed balustrade (approx. 30%)	2	Sep 2018	12	Poor
#45	External	Replace handrails (approx. 50%)	3	Sep 2019	15	Poor
#46	External	Replace timber gates	3	Sep 2019	10	Satisfactory
#47	External	Replace underground pipework (approx. 20%)	4	Sep 2020	10	Satisfactory
#48	Gym	Replace carpet	2	Sep 2018	9	Poor
#49	Gym	Paint walls and columns	2	Sep 2018	8	Satisfactory
#50	Gym	Paint ceilings	2	Sep 2018	8	Satisfactory
#51	Gym	Replace gym equipment (approx. 30%)	3	Sep 2019	4	Good
#52	Gym	Replace light fittings (approx. 20%)	4	Sep 2020	7	Reasonable
#53	Gym	Replace mirrors	5	Sep 2021	15	Satisfactory
#54	Gym	Replace air-conditioning unit	11	Sep 2027	13	Good
#55	Lift motor room	Replace door hardware	1	Sep 2017	8	Poor
#56	Lift motor room	Replace light fittings (approx. 25%)	2	Sep 2018	10	Poor
#57	Lift motor room	Replace air conditioning units	3	Sep 2019	12	Satisfactory
#58	Lift motor room	Paint walls and columns	3	Sep 2019	15	Poor
#59	Lift motor room	Paint ceiling	3	Sep 2019	15	Poor
#60	Lift motor room	Replace fire extinguisher	4	Sep 2020	10	Satisfactory
#61	Lifts	Replace lift carriage interior	1	Sep 2017	15	Poor
#62	Lifts	Replace lift components (1 of 2)	4	Sep 2020	15	Satisfactory
#63	Lifts	Replace lift components (2 of 2)	5	Sep 2021	15	Satisfactory
#64	Main foyer	Replace intercom system (part only)	1	Sep 2017	One off	Poor
#65	Main foyer	Replace emergency light fittings (approx. 10%)	1	Sep 2017	1	Good
#66	Main foyer	Replace light fittings (approx. 10%)	4	Sep 2020	10	Satisfactory
#67	Main foyer	Replace fire detectors (approx. 25%)	4	Sep 2020	5	Good
#68	Main foyer	Replace furniture	5	Sep 2021	12	Satisfactory
#69	Main foyer	Replace automatic door opening gear (approx. 50%)	6	Sep 2022	7	Good
#70	Main foyer	Replace door hardware (approx. 15%)	6	Sep 2022	7	Good
#71	Main foyer	Replace intercom system	7	Sep 2023	15	Satisfactory
#72	Main foyer	Replace aluminium letterboxes	7	Sep 2023	20	Satisfactory
#73	Main foyer	Replace floor tiles (approx. 0.2%)	7	Sep 2023	10	Reasonable
#74	Main foyer	Paint walls and columns	8	Sep 2024	8	Good
#75	Main foyer	Paint ceilings	8	Sep 2024	8	Good

CURRENT CONDITION REPORT			FR	First	RC	Condition
Item	Area	Description	Yrs	Replace	Yrs	
#76	Roof	Replace built up roofing membrane (approx. 50%)	2	Sep 2018	13	Poor
#77	Roof	Replace exposed external ductwork (approx. 50%)	2	Sep 2018	9	Poor
#78	Roof	Replace variable speed drives to vent fans	3	Sep 2019	6	Reasonable
#79	Roof	Replace door hardware	3	Sep 2019	15	Poor
#80	Roof	Replace external light fittings (approx. 15%)	3	Sep 2019	10	Satisfactory
#81	Roof	Replace glazed balustrade (approx. 30%)	4	Sep 2020	12	Satisfactory
#82	Roof	Replace downpipes (approx. 50%)	4	Sep 2020	15	Satisfactory
#83	Roof	Replace emergency light fittings	4	Sep 2020	4	Good
#84	Roof	Replace EWIS loud speakers	5	Sep 2021	12	Satisfactory
#85	Roof	Replace television aerial system	9	Sep 2025	15	Reasonable
#86	Stairwells	Replace door hardware (approx. 5%)	2	Sep 2018	2	Good
#87	Stairwells	Paint timber doors and frames	3	Sep 2019	8	Satisfactory
#88	Stairwells	Replace light fittings (approx. 10%)	4	Sep 2020	10	Satisfactory
#89	Stairwells	Replace stairwell pressurisation fans and motors	5	Sep 2021	20	Satisfactory
#90	Toilets	Paint walls and columns	2	Sep 2018	8	Satisfactory
#91	Toilets	Paint doors and frames	2	Sep 2018	8	Satisfactory
#92	Toilets	Paint ceilings	2	Sep 2018	8	Satisfactory
#93	Toilets	Replace door hardware (approx. 33%)	3	Sep 2019	8	Satisfactory
#94	Toilets	Replace soap dispensers	4	Sep 2020	8	Reasonable
#95	Toilets	Replace paper towel dispensers	4	Sep 2020	8	Reasonable
#96	Toilets	Replace light fittings (approx. 50%)	4	Sep 2020	10	Satisfactory
#97	Toilets	Replace tiling to floor and walls	7	Sep 2023	15	Satisfactory
#98	Toilets	Replace mirrors	7	Sep 2023	15	Satisfactory
#99	Toilets	Replace WC suite including pan and cistern	8	Sep 2024	20	Satisfactory
#100	Toilets	Replace basin	8	Sep 2024	20	Satisfactory
#101	Typical lobbies	Replace emergency light fittings (approx. 10%)	1	Sep 2017	1	Good
#102	Typical lobbies	Replace fire detectors (approx. 10%)	1	Sep 2017	1	Good
#103	Typical lobbies	Replace carpet	2	Sep 2018	9	Poor
#104	Typical lobbies	Replace door hardware (approx. 5%)	2	Sep 2018	6	Satisfactory
#105	Typical lobbies	Replace light fittings (approx. 10%)	4	Sep 2020	10	Satisfactory
#106	Typical lobbies	Replace fire hose reel and nozzle	5	Sep 2021	20	Satisfactory
#107	Typical lobbies	Paint walls	8	Sep 2024	8	Good
#108	Typical lobbies	Paint doors and frames	8	Sep 2024	8	Good
#109	Typical lobbies	Paint ceiling	8	Sep 2024	8	Good
#110	Typical lobbies	Replace signage to doors	8	Sep 2024	12	Reasonable


Contributions Optimisation Chart : 15 Year Forecast
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
2016-17
2017-18
2018-19
2019-20
2020-21
2021-22
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
2030-31
Expected requirements for the OC financial year
CWP Balance at the close of the BC financial year
Total Contributions for the OC financial year
Commencing CWP Balance

Site Photographs









Rules

Department of Sustainability and Environment

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OFFICE OF TITLES R.E.R. VICTORIA

AB715280A
25/11/2002 $22 SACA

FORM 2

Reg. 220 Subdivision (Body Corporate) Regulations 2001
SUBDIVISION ACT 1988

NOTIFICATION OF MAKING, AMENDMENT OR REVOCATION OF RULES

Fees
GAW
19/11/02

To The Registrar

Body Corporate Strata Plan PS 421846S

Attached is a copy of –

1. The rules of the Body Corporate currently in force.
2. The Special Resolution passed on 2nd July, 2002 under Regulation 220 of the Subdivision (Body Corporate) Regulations 2001 authorising the making amendment or revocation of the additional rules of the Body Corporate.

Dated 2nd day of July, 2002

Seal of Body Corporate ***(Seal)***

The Common Seal of Body Corporate **Strata Plan 421846S** as hereto affixed in accordance with Regulation 311 of the Subdivision (Body Corporate) Regulations 2001 in the presence of :

Witnessed the affixing of the Seal

Signed:

Print Full Name: COUNCIL COOKES
Print Address: LEVEL 3/20 COUNCIL ST HAWTHORN EAST
Capacity: **Sole Body Corporate Member**

Witnessed the affixing of the Seal

Signed:

Print Full Name:
Print Address:
Capacity: **Body Corporate Member**

DAB715280A-1-4

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SCHEDULE

FORM 1

Reg 104 and 219 Subdivision (Body Corporate) Regulations 2001
SUBDIVISION ACT 1988

STANDARD RULES



Use of common property and lots

A Member must not, and must ensure that the occupier of a member's lot does 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 members or occupants of lots or their families or visitors;

(b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

(c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

(d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am;

(f) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

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MINUTES OF MEETING
OF BODY CORPORATE STRATA PLAN PS 4218465
610 ST KILDA ROAD MELBOURNE
HELD AT LEVEL 3 20 COUNCIL STREET, HAWTHORN
ON TUESDAY 2ND JULY , 2002 AT 1.00 PM

PRESENT: COLIN COOKES (York Street Development Pty Ltd), Maria Del Campo & Sarah Gatto from Bodycorp Pty. Ltd. & Rachael Jacobsen, Kylie Tabone & Tracey Bartos from Harvard Securities Pty Ltd.

CHAIRPERSON: Colin Cookes was Chairperson of the Meeting.

FIRST MEETING: Colin Cookes provided the following:

- Copy of Plan of Subdivision
- 1 Copy of the Subdivisions Act, 1988
- 2 Copies of Subdivision (Body Corporate) Regulations 2001

In accordance with Regulation 401 of the Subdivision (Body Corporate) Regulations 2001 the Developer further provided the following:

BANK ACCOUNT: **RESOLVED** that the Bank Account for Body Corporate Strata Plan PS4218465 be held in the name of Bodycorp Pty Ltd.
The current bank balance is $NIL.

COMMITTEE: **IT WAS RESOLVED** not to appoint a Committee, Resolved to appoint a Committee at the first Meeting with the Members.



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INSURANCE:

IT WAS RESOLVED THAT the Developer effect insurance of the property complex at completion of project or upon receipt of Occupancy permits with Whitbread Insurance Broker (Underwriter CGU Insurance Limited) and copy of the Policy to be provided to Bodycorp Pty Ltd as soon as available.

Resolved to elect the following Insurance Cover

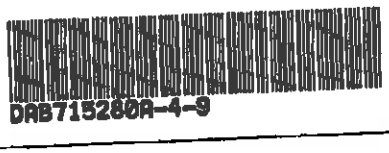
Building	$40,000,000
Loss of Rent:	$ 6,000,000
Common Contents:	$ 100,000
Ppty Owners Liability:	$20,000,000
Office Bearers Liability:	$ 5,000,000
Fidelity Guarantee:	$ 30,000
Personal Guarantee: (Voluntary Workers)	$ 50,000
Machinery Breakdown	$ 50,000

Estimated Premium Payable: $36,582.00

Resolved that the Developer pay and be reimbursed for the premium paid from Body Corporate contributions received by the Body Corporate upon settlement of the whole property complex.

BUDGET:

The proposed budget was discussed and agreed upon.
Resolved to strike the Proposed Budget.
Resolved to strike the Body Corporate Budget.
Resolved that contributions payable shall be **half yearly.**
Resolved to collect Body Corporate Contributions at settlement and pay Bodycorp Pty Ltd. Commencement date yet to be established.



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RULES:

IT WAS RESOLVED that Standard Rules currently apply to the above property complex.
IT WAS RESOLVED BY Special Resolution under Regulation 220 of the Subdivision (Body Corporate) Regulations 2001 to make Rules in addition to the Rules applied under Regulation 219.
Form 2 Notification of making, Amendment or Revocation of Rules was signed by Colin Cookes as Sole Member of the Body Corporate Strata Plan 4128465 And register same with the Registrar.
Resolved to have Richard Hobday from Henty Jepson Kelly (Developer's Solicitor) peruse the Additional Rules prior to registration.

PENALTY INTEREST:

Resolved by special resolution that members be charged penalty interest for late payment of contributions and levies after **45 days from the due date** , in accordance with Regulation 205 of the Subdivision (Body Corporate) Regulations 2001. The rate of interest will not exceed a rate that is 2% per annum less that the rate for the time being fixed under Section2 of the Penalty Interest Rates Act 1983

GENERAL BUSINESS:

RESOLVED to appoint a Gardener to attend to the garden maintenance at the above property complex, at completion of construction and landscaping.

RESOLVED to notify Land Titles Office in accordance with Regulation 315 of the Subdivision (Body Corporate) Regulations 2001 regarding change of address for service of notices effective immediately. Common Seal of Body Corporate Strata Plan PS 4218465 was affixed thereto and signed by Colin Cookes (as sole member of the Body Corporate) .



RESOLVED to affix a Body Corporate sign detailing the managers name and address and the body corporate number, in accordance with Regulation 314 (5) of the Subdivision (Body Corporate) Regulations 2001. Such sign to be erected at the completion of construction at the above property complex . Bodycorp Pty Ltd to consult with Developer with respect to the locality of the sign.

Form 4 – Appointment of Manager was signed by Colin Cookes as sole member of the Body Corporate in accordance with Regulation 303 (1) Subdivision (Body Corporate) Regulations 2001.

Delegation – Resolved that Body Corporate Strata Plan 421846 appoints Bodycorp Pty Ltd as manager with the delegated functions, and signed by Colin Cookes as sole member of the Body Corporate in accordance with Regulation 310 Subdivision (Body Corporate) Regulations 2001

(a) To collect fees and issue receipt for fees obtained.
(b) To operate a Trust Account or any other account(s) for and on account of or in the name of the Body Corporate, to maintain all books of account including separate records for each Body Corporate where a Trust Account not in the name of the Body Corporate is established and prepare statements of income and expenditure, to submit a report to the Annual General meeting, to convene the Annual General meeting, to maintain insurance policies and process all claims from members of the Body Corporate.

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(c) To issue all Body Corporate certificates and retain any fee paid.
(d) To delegate a Manager to use the common seal in accordance with Regulation.
311 of the Subdivision (Body Corporate) Regulations 2001.
(e) To organise recurring repair where necessary for and to the common property.
(f) Administer on behalf of the Body Corporate all functions as required pursuant to the Subdivision (Body Corporate) Regulations 2001.
(g) Administer on behalf of Body Corporate its By-Laws and any Special Rules.
(h) To re-imburse or pay from the Body Corporate account to the Managing Agent for the setting up costs of the Body Corporate and any other expense(s) which the Managing Agent may incur during the currency of this appointment.

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(i) To instruct any legal firm or any other person that The Manager thinks fit to recover any unpaid fees and or levies or special levies, and to pay any fees which are incurred whether such fees are of a legal nature or a consultancy nature.
(J) To delegate a Manager and or an employee of the manager , the power to execute and to affix the common seal as may be required for the following :
Form 2 –Reg. 220 Subdivision (Body Corporate) Regulations 2001 Subdivision Act 1988 (Notification of making, Amendment or Revocation of Rules)
Form 3 – Reg. 221 (3) Subdivision (Body Corporate) Regulations 2001 Subdivision Act 1988 (Body Corporate Certificate)
Form 5 – Reg. 315 Subdivision (Body Corporate) Regulations 2001 Subdivisions Act 1988 (Change of Address)
Form 7 – Reg. 601 (1) Subdivision (Body Corporate) Regulations 2001 Subdivisions Act 1988 (Notice of Application to Wind up Body Corporate)
Form 8 – Reg. 602 Subdivision (Body Corporate) Regulations 2001 Subdivisions Act 1988 (Application to Cancel or Amend Plan)
Form 9 – Reg. 603 Subdivision (Body Corporate) Regulations 2001 Subdivision Act 1988 (Application for Alteration of Lot Entitlement and Liability)
Form 10 – Reg. 703 Subdivision (Body Corporate) Regulations 2001 Subdivision Act 1988 (Application for Removal of Restriction)
Form 11 – Reg. 704 (1) Subdivision (Body Corporate) Regulations 2001 Subdivision Act 1988 (Application by Body Corporate for Alteration or cancellation of Scheme of Development)

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Basement Car Park
It was discussed that the alarm for failure of water pumps situated in the basement car park is not audible at reception Area . Resolved to have the alarm connected to the related fire or security service company which will automatically alarm the default and the necessary action carried out. Bodycorp Pty Ltd to receive manuals, service agreements, warranties and guarantees for which the Body Corporate is responsible for.

Rubbish Bins/Skip Bins
Bodycorp to arrange the necessary rubbish bins and recycling bins.

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Gymnasium
Resolved that the Gymnasium will not be available for use for approximately the first four months from 1st August, 2002 for the purpose of maintenance and completion of works to the property complex.

Colin Cookes thanked all participants for their attendance and closed the meeting at approximately 3.00 pm.

CONFIRMED: Carried unanimously

.....**Chairperson**

Date: 2nd July, 2002



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610 ST KILDA ROAD, MELBOURNE

UNLIMITED BODY CORPORATE RULES

PLAN OF SUBDIVISION
PS 421846 S
RULES

BODYCORP
Proprietary Limited

Professional Body Corporate Management - Commercial – Industrial – Retail – Residential
148 -150 Sydney Road, Coburg Victoria 3058

Telephone: (03) 9383 6988
Facsimile: (03) 9384 1114
Email: maria@roscon.com

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1. *Interpretation*

"Act" means Subdivision Act 1988 (Vic);

"Body Corporate" means the Body Corporate created by the Plan of Subdivision 421846S;

"Commercial Lot" means all of the Lots numbered Lot 1 and Lot 2 on the Plan of Subdivision;

"Committee" means the committee established under Regulation 305 of the Regulations;

"Common Property" means any common property described on the Plan of Subdivision unless expressly stated otherwise;

"Development" means all the land and improvements comprised in the Plan of Subdivision and all its stages (if any) to be known as 610 St Kilda Road, Melbourne;

"Lots" means all lots created by the registration of the Plan of Subdivision including Commercial Lots;

"Managing Agent" means the company for the time being appointed by the Body Corporate as its Managing Agent and a reference in these rules to the Body Corporate shall, where there is such a Managing Agent, be constructed as a reference to that Managing Agent unless the context otherwise requires;

"Resident Caretaker" means any person/s employed by the managing agent to carry out duties as instructed by the managing agent;

"Member" means an owner of a Lot on the Plan of Subdivision;

"Occupier" means any person occupying or in possession of a Lot and can include a Member;

"Plan of Subdivision" means Plan of Subdivision 421846S;

"Regulations" means the Subdivision (Body Corporate) Regulations 2001 (Vic);

"Standard Rules" means the rules set out in Form 1 of the Regulations.

1 **A member must not, (and must ensure that an Occupier does not) and an Occupier must not:**

1.4

2.1 *Use of Common Property*

2.1.1 *Use the Common Property or the common facilities (or permit them to be used) in a manner, which is an unreasonable interference with or prevents use by other Members or Occupiers or their families' invitees or visitors;*

2.1.2 *Obstruct lawful use of the Common Property by any person in particular, the pathways and drives and any easement, which provides access to any Lot;*

2.1.3 *Damage or deface any entrances, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available;*

2.1.4 *Restrict or hinder the access or reasonable use of the Members within the Development across the Common Property;*

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2.1.5 *Deposit, other than in proper receptacles in the area specified for such purpose by the Body Corporate, or throw or store upon the Common Property any rubbish, dirt, dust, or other material likely to interfere with the peaceful enjoyment of the Member or Occupier of any Lot or other person lawfully using the Common Property;*

2.1.6 *Fail to comply with any reasonable request or direction of any person employed by the Body Corporate;*

2.1.7 *Use or permit any Lot, the Common Property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development of which may cause a nuisance or hazard to any other Member or Occupier of any Lot or their guests or visitors;*

2.1.8 *Park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a Lot or in any other place other than in a designated parking area;*

2.1.9 *Do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any Lot or which may be illegal or injurious to the reputation of the Development or use or allow the use of any Lot for any noxious, noisome, offensive, illegal or immoral purpose, act, trade, business, occupation or calling;*

2.1.10 *Make or permit any undue noise in or about the Common Property or any Lot;*

2.1.11 *Enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the Common Property without the consent in writing of the Body Corporate;*

2.1.12 *Require the Body Corporate to contribute or reimburse or pay for any plant, equipment, service or facilities servicing a Member's lot notwithstanding that its location may be within the Common Property;*

2.1.13 *Use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and sweepings or rubbish or other unsuitable substances shall be deposited therein and any cost or expenses resulting from damage or blockage to such appurtenances from misuse or negligence shall be borne by the Member whether the same is caused by their actions or those of the Member's household or their guests or visitors;*

2.1.14 *Smoke or permit any person to smoke in any lift;*

2.1.15 *Move goods into or out of the Development in the course of removal or otherwise;*

(a) *Using of the lifts unless protective covers have been installed by the Body Corporate or Managing Agent or **Resident Caretaker** in the lift; and*

(b) *Without making an appointment with the Body Corporate or managing Agent, or **Resident Caretaker.***

2.1.16 *Use or allow the laneways/path leading to the car park to be used for any purpose other than for which they are designed;*

2.1.17 *Hold private parties on the Common Property unless the Body Corporate consents in writing and then only on the terms and subject to the conditions as specified in that consent;*

2.1.18 *Allow or arrange for delivery or collection of goods or rubbish other than at times reasonably approved of by the Body Corporate.*

2.1.19 *Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, or skylights, from the roof of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the member concerned*

2.1.20 *Use the rubbish chute after 10:00 PM every day and not before 6:30 AM every day.*

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2.2 Appearance

2.2.1 Use the Lot or any part of it or any part of the Common Property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a Lot unless previously approved by the Body Corporate and affixed to the Lot in the area designated for such signage by the Body Corporate from time to time;

2.2.2 Store or permit to be stored on the Common Property any materials or goods on the Common Property except in a place set aside for the purpose by the Body Corporate;

2.2.3 Cut, injure, damage, deface or obstruct any of the Common Property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than that for which they were provided;

2.2.4 Without the written consent of the Body Corporate (on such terms and conditions as the Body Corporate in its absolute discretion thinks appropriate);

(a) Make or permit to be made any alterations or additions (painting and decorating included) to the exterior of any Lot;

(b) erect or affix any television or radio mast, antenna, satellite dish or similar device or any canvas blind or other awning on the outside of any window, balcony or terrace;

(c) make structural alterations or additions to the interior of the Lot or any part of it which may diminish the support and shelter of any Lot, and for this purpose the Body Corporate has the right to appoint an architect, structural engineer or building contractor at the expense of the Member and in these circumstances the consent of the Body Corporate shall not be unreasonably refused;

2.2.5 Fail to clear and must keep clear on each and every day any mail receiving box and/or newspaper receptacle of all mail, leaflets, circulars, pamphlets, newspapers advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for such required clearance by other persons should a Member be absent for any reason for any period or more than one night notwithstanding that this requirement may be waived entirely or otherwise amended by the Body Corporate provided that any such waiver or amendment is obtained from the Body Corporate in writing not less than 7 days prior to the date or dates for which waiver is required.

2.2.6 Hang any garment or article of clothing, sheet, blanket, or other article from the outside of a Lot, balcony or other area, which is visible from the common area or store or keep, belongings other than external furniture, pot plants, and portable barbeques on any balcony.

2.2.7 Erect Air Conditioning Units without prior consent in writing Of the Body Corporate.

2.3 Noise Levels

2.3.1 Use or permit to be used any mechanical instrument which is audible outside the Lot between the hours of 12:00 pm and 7:30 am (or such other hours as the Body Corporate approves from time to time.)

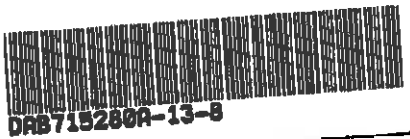
2.3.2 Make any disturbing or irritating noises or install or use any appliance, engine machine or instrument, which causes or may be likely to cause noise or vibration in the Development;

2.3.3 Hold or permit to be held any social gathering in the Lot, which is likely to cause any such noise as set out above.

2.4 Conduct

2.4.1 Use or permit to be used on the Lot any machine, equipment, or instrument operated by electricity which causes interference with wireless or telephone reception in any other Lot unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with wireless or telephone reception by the Occupiers of any other Lot;

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2.4.2 *Keep any animal in the Lot or leave unattended or exercise any animals on the Common Property unless the Body Corporate consents to the keeping of that animal and that consent has not been revoked or withdrawn. For the purpose of this rule the Body Corporate may make any consent applying to the whole of the Development to any group or breed of animal for such period on such terms and conditions as it thinks fit;*

2.4.3 *Install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the Body Corporate in writing;*

2.4.4 *Bring to, do or keep anything in their Lot which shall increase the rate of insurance premium on the Development or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Development or the Common Property or the regulations or ordinances of any public authority for the time being in force;*

2.4.5 *Violate the provisions of any Statute, the Standard Rules, the Regulations or these Additional Rules;*

2.4.6 *Carry out or permit to be carried out in the Lot any works permitted under Regulation 207 of the regulations other than between the hours of 8.00 am to 5.00 pm Monday to Saturday (or such other hours as the Body Corporate approves from time to time);*

2.4.7 *Interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a Lot*

3 **A Member must or must ensure that the Occupier of a Lot will:**

3.1 *Keep keys, which have been allocated to them, safe and report the loss of any key to the Body Corporate or the members estate agent or the resident caretaker; and*

3.2 *A ensure compliance with fire laws in respect to a Lot;*

3.3 *At the member's or Occupier's cost, replace any security key which is issued to them by the Body Corporate or its representative and the Body Corporate may charge a reasonable fee for any additional security key required by a member;*

3.4 *Give prompt notice to the Body Corporate of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to their notice and the Body Corporate will have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as they may deem necessary for the safety and preservation of the Development as often as may be necessary;*

3.5 *Regularly clean the interior and exterior of all windows forming part of the Lot;*

3.6 *Pay all rates, taxes, charges, outgoings and assessments levied by the Body Corporate and payable in respect of the Lot;*

3.7 *Repair and maintain the interior of the Lot and keep the Lot in a state of good and tidy repair;*

3.8 *Notify the Body Corporate immediately of any change of ownership or occupancy of the Lot;*

3.9 *Notify any subsequent owner or occupier of the Lot of any licenses or agreements in place;*

3.10 *Only use light power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the occupier may use other sources of energy except a naked flame;*

3.11 *Notify the Body Corporate of any person who is not a member to whom a security key to the Common Property has been given; and*

3.12 *Maintain the car space comprised in the Lot or licensed to the Member (if any) in a clean and tidy condition;*

3.13 *Be responsible for closing any gates or doors when entering and leaving the Common Property.*

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3.14 *Allow reasonable access to any part of a Lot for any tradesperson, contractor or serviceperson employed by the Body Corporate for the purpose of maintenance or repair of the Common Property or Lot or any plant equipment, service, facility or utility; and*

3.15 *Take all reasonable precautions to keep the Lot free from rodents, vermin, insects and other pests;*

3.16 *Take all reasonable steps to ensure that their guests and visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any other person lawfully using the Common Property;*

3.17 *When on Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to other members or to any person lawfully using Common Property.*

4 **General**

4.1 *A Member shall not let any person into actual occupation (whether by means of Lease or Licence or howsoever otherwise) of a Lot save on the footing that such person is bound by the Standard Rules and these Rules and/or other Rules which may be in force at any time from time to time with respect to that Lot and to the Development.*

4.2 *The Body Corporate may take measures to ensure the security of the Common property and the Lots affected by the Body Corporate from fire and other hazards and without limitation may;*

(1) *Close off any part of the Common Property not requested for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by members of any part of the Common Property;*

(2) *Permit to the exclusion of members any designated part of the 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;*

(3) *Restrict by means of a security key the access of Members to Common Property;*

(4) *Restrict by means of a security key the access of Members of one level of the Development to any other level of the Development; and*

(5) *Cancel any security key where without limitation a Member is in arrears in payment of body corporate levies in excess of 2 payments.*

4.3 *The Body Corporate may make rules with respect to smoking on the Common Property and a Member or Occupier shall not smoke upon the Common Property after notice to that effect from the Body Corporate and shall not smoke at any time in indoor or enclosed areas of the Common Property.*

4.4 *Members shall observe the terms of any notice displayed by the Body Corporate or of any statutory authority.*

4.5 *The Body Corporate will prepare a "House Rules" booklet for distribution to all Members and Occupiers and which will include all relevant rules as contained herein and any other rules and /or directions which are necessary for the proper management and/or running of the Development.*

4.6 *Where the Body Corporate expends money to make good damage caused by a breach of the Act, Regulations, Standard Rules or these Rules by any Member or his or her tenants, guests, servants, employees, agents, children, invitees or licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the member of the Lot being the Member at the time when the breach occurred.*

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5 610 St Kilda Road Pty Ltd

5.1 Notwithstanding anything to the contrary, so long as **610 St Kilda Road Pty Ltd** is a Member or Occupier and is the owner of a Lot and so long as any mortgagee or chargee of **610 St Kilda Road Pty Ltd** has an interest in any Lot then these rules shall not in any way whatsoever apply to or be enforceable against **610 St Kilda Road Pty Ltd** or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that **610 St Kilda Road Pty Ltd** its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

5.2 **610 St Kilda Road Pty Ltd** its mortgagees or chargees shall and are by this rule, authorised by the Body Corporate to:

(1) Erect such barriers, fences, hoardings and signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

(2) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession in order to carry out any works or activities in relation to the Development; and

(3) Exclude all and any members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

(4) Erect for sale promotional advertising or other signs as **610 St Kilda Road Pty Ltd** may require on any part of the Common Property; and

(5) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as **610 St Kilda Road Pty Ltd** or its mortgagee or chargee thinks fit; and

(6) Use whatever rights of way and / or points of egress and ingress to the Development as are necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

5.3 The Body Corporate will, within 7 days of being requested by **610 St Kilda Road Pty Ltd** or its mortgagees or chargee, sign whatever consents authorities permits or other such documents as may be required to enable **610 St Kilda Road Pty Ltd** or its mortgagee or chargee to complete the Development.

6 Conduct of Meetings

The conduct of Meetings of the Body Corporate shall be regulated in accordance with the Regulations.

7 Consent Given

Wherever the consent of the Body Corporate is required, the Body Corporate must be given reasonable notice in writing of the request and can delay, refuse or grant the consent subject to any conditions which it deems fit in its absolute discretion. If the consent of the Body Corporate is given to an act, matter or thing then the Body Corporate may revoke that Consent at any time and is not obliged to renew that consent in the event that the consent was given for a specified period.

8 Complaints

Any complaint or application to the Body Corporate must be addressed in writing to the managing Agent or where there is no Managing Agent to the Secretary of the Body Corporate.

9 Compliance with Laws

A Member must at its expense promptly comply with all laws relating to the Lot including, without limitation, and requirement, notice or order of any governmental authority.

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10 Compliance with Rules

A Member must take all reasonable steps to ensure his or her invitees comply with these rules, and ensure that a copy of these rules are attached to any lease agreement, whether such lease is for residential or commercial.

11 Regulations

A member must not breach nor permit any person under his or her control to breach the Regulations as stipulated from time to time by the Body Corporate in respect of the use of the Lots and surrounding designated areas.

12 Commercial Lots

Without limiting any other rule, a Member who is the owner or occupier of any Commercial Lot must:

(1) Take out its own bins on each garbage collection day and bring those bins in before 8.00 am on each collection day or promptly after collection, whichever occurs first;

(2) Avoid unnecessary noise when filling bins;

(3) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

(4) Ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

(5) Store all bins within appropriate areas of the Lot and must not store bins or leave garbage on Common Property.

(6) Comply with all health, noise and other regulations in carrying on the business from the Lot; and

(7) Not affix a sign to the Commercial Lot or to the Common Property unless the sign:

(a) Is only for the purpose of identifying the business carried on the Commercial Lot and the Laws of Operation of Business;

(b) Does not exceed a reasonable height and width; and

(c) Complies with the requirements of all relevant authorities.

13 Breach

If a Member breaches the Standard Rules or these Rules, the Member:

(1) Must remedy the relevant breach and where the breach is incapable of remedy, pay compensation to the Body Corporate's satisfaction;

(2) Must pay to the Body Corporate an amount equal to all costs, liability, loss or damage suffered or incurred or incurred by the Body Corporate as a result of the breach (together "Loss");

(3) Indemnify the Body Corporate against Loss;

(4) Pay interest on any amount outstanding for more than 45 days at a rate equal to 2% per annum less that the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983.

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14 Commercial Lots

The members acknowledge that if there is any conflict between these Rules and the terms of any commercial lease granted by a member to a lessee in respect to any "Commercial Lot" the terms of the lease shall prevail, provided the lessee complies with all council and other regulatory authority requirements.

15 Curtains Visible From St Kilda Road or The Common Area

A member must not install any curtains, blinds or other window furnishing on the interior of any windows forming part of any lot without the permission of the Body Corporate or an architect appointed by the Body Corporate from time to time.

16 GYMNASIUM

A member must not:

(1) use the Gymnasium other than the permitted days and times as set out below:
Monday to Friday from 6.00 am to 10.00 pm
Saturday & Sunday from 7.30 am to 10.00 pm

(2) Use the Gymnasium Terrace Area for public gathering, Barbecue's etc. and or make use of the area for private use.

17 MOVE IN & VACATE TIMES

A member must not move in and or Vacate the dwellings other than the permitted times as set out below:

Monday to Friday from 10.00 am to 4.00 pm
Saturday & Sunday from 10.00 am to 4.00 pm

18 NOTIFY RESIDENT CARETAKER

A member must not fail to notify the resident caretaker at least 24 hours prior to a scheduled "move in" and or "vacate".

19 SECURITY SWIPE CARDS, REMOTE CONTROLS & KEYS

A member must not fail to return all security swipe cards, Remote Controls and keys to the property complex to respective managing / selling agents, and or Resident Caretaker.

20 Standard Rules

The Members acknowledge that the Standard Rules apply to the Body Corporate and these Rules are in addition to the Standard Rules.

21 Delegation

The Body Corporate can delegate any of its functions to the Committee or Managing Agent or any other person in accordance with Regulation 310 of the Regulations.

22 Proxy

An owner entitled to attend and vote at Body Corporate Meetings, must effect a proxy Form To the registered office of the managing agents for the Body Corporate not less than 24 hours before the meeting.

23 General

Unless the context otherwise requires:

(1) Headings are for convenience of reference only and do not affect interpretation;

(2) Words importing the singular include the plural and vice versa;

(3) A reference to a person includes any company, partnership, joint venture or other entity;

(4) A reference to a thing includes part of that thing;

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(5) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and

(6) A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

24 Severability

If a court of competent jurisdiction holds that any part of these rules is void, voidable, illegal or otherwise unenforceable or that these rules would be void, voidable, illegal or otherwise unenforceable unless any part of these rules is severed then that part will be severed from these rules and will not affect the continued operation of the remaining provisions.

25



NEW OWNER INFORMATION

FAX TO: (03) 8256 1139
OR
EMAIL TO: ownerscorp@micm.com.au

PLEASE PRINT ALL INFORMATION

IF NEW TO OWNERS CORPORATION, TICK BOX ☐

O.C.P. Number & Complex Name	
Apartment Number	Apartment No.
Owner/s Details	Surname Dr/ Mr / Mrs / Ms / Miss (circle)
	Given Names
Postal Address	
Contact Details	Phone - Business: Home: Fax: Email:
OC Fee Statements/ Invoices to be forwarded to	☐ postal address listed above **or** ☐ email address listed above **or** ☐ Managing Agent – please list details below in the Managing Agent's details section
Correspondence to be forwarded to	☐ postal address listed above **or** ☐ email address listed above
Settlement Details	Date:
Managing Agent's Details (if applicable)	
Address	
Contact Details	Phone: Fax
Owner's Signature	

Please return this form to the Owners Corporation Department, MICM Property, Level 1, 178 City Road, Southbank 3006, or fax on (03) 8256 1139 or email at ownerscorp@micm.com.au.

You consent to us disclosing the information in this form to persons outside the Central Equity Group solely for the purposes of assessing this request. We will endeavor to maintain the confidentiality of all information provided in this form. For more information about our privacy policy, please refer to the privacy statement at www.micm.com.au

610 ST KILDA ROAD

610 St Kilda Road, Melbourne Owners Corporation PS421846S

Pursuant to Part 144 (q) of the Owners Corporation Act 2006, the following Contracts and Agreements have been entered into by the owners corporation.

Contracts	Contractor	Period	Expiry
AC / Mechanical Services	NAMS	Contract rolls annually	
Anchor Point Certification	SKYHOOKS	Due in February every year	Annual
Automatic Doors	KONE	Ongoing arrangement	N/A
Backflow Devices	SPECTRUM PLUMBING		N/A
Boilers & Pumps			N/A
Cable Licence Agreement	FOXTEL		N/A
Cleaning & Caretaking (on-site)	HASSAN VASEER	3 Year Management Agreement	10/10/2023
Electricity	ORIGIN ENERGY	Pricing Agreement in place	
Essential Services	AESG	Passive Fire & Annual Compliance - Contrct rolls annually	
Exit & Emergency Lighting	RES	Maintenance & Testing as required	
Fire Alarm Monitoring	CHUBB	Testing and Monitoring	
Fire Alarm Panel & EWIS	AESM	Maintenance & Testing as required	
Fire Doors & Chutes	AESM	" " " "	
Fire Portables HR & Hydrants	AESM	" " " "	
Fire Sprinkler Systems	AESM	" " " "	
Garage Gates	DOORMATION		mon-by-mon
Gardening	GARDENIA GARDENS		mon-by-mon
Gas	AGL	One common building meter - no agreement	mon-by-mon
Gym	UGS	Servicing as required, no agreement	N/A
Insurance	Chubb	Annual	
Keys & Swipes & Remotes	OMEGA CORPORATE SECURITY	Keys to be ordered via email to Omega; Swipes & Remotes ordered thru MICM and handed over on site by Building Manager	N/A
Lift Services	THYSSEN KRUPP		mon-by-mon
Lightning Protection	SKYHOOKS		Annual
Management	MICM Property	One Year Management Agreement	
Recycling	VISY, CSC WASTE	Bins collected weekly - no agreement	N/A
Security	MONJON		
Storage Space Lease Agreement	ANDREW HANSEN - OWNER OF LOT 1508	Commercial Lease for storage area adjacent to car space	99 year
Substation Licence Agreement	EASEMENT TO S.E.C.	No formal Agreement in place	N/A
Window Cleaning	SKYHOOKS		Annual

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 14 August 2024

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 421846S - Boulevard 610	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93209854	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 07 August 2024, Local Standard Time
	To:	4.00pm on 07 August 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	610 St Kilda Road, Melbourne VIC 3004	

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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 117,984,529
	Common Contents	AUD 1,179,845
	Catastrophe	AUD 17,697,697
Section 2: Machinery Breakdown Insurance	AUD 250,000	
Section 3: Consequential Loss Insurance	AUD 17,697,679	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 154,559,751	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	**Personal Injury**	AUD 20,000,000 in respect of any one **Occurrence**
	Property Damage	AUD 20,000,000 in respect of any one **Occurrence**
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate **Period of Insurance**	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	**Accident** each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate **Period of Insurance**

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All the values on this Certificate of Currency are correct as at 14 August 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Chun Hou Lee
Strata Underwriter, VIC/TAS

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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16/04/2025

Plan of Subdivision No: 421846S - Boulevard 610 OC1

Boulevard 610
Lot No: 704
Lot Street No: 610
St Kilda Road, Melbourne

Please find attached Owners Corporation Certificate/s, as requested, in respect of the above-mentioned property.

When settlement has taken place, could you please record new owner details on the attached information sheet, and return to our office along with the Notice of Acquisition/Disposition so we may amend our records accordingly.

It is advised that you contact MICM Property at least two (2) working days prior to settlement to confirm current fee status. This updated information is provided free of charge to the original requester, provided that the enquiry is within three (3) months of the original Owners Corporation Certificate date of issue.

Please contact the Owners Corporation via email on ownerscorp@micm.com.au for an update prior to settlement, or regarding any related queries.

Regards

MICM

Attachments:
Model Rules
Additional Rules of the Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners – Schedule 3
Minutes from last Annual General Meeting
Contracts, leases, licences or agreements
Other Building related documents

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018

OC Number	421846S - Boulevard 610 OC1
Property	Boulevard 610 704/610 St Kilda Road Melbourne
Vendor	Robert Lees, Robyn Lees
Vendors Representative	Link West Conveyancing
Reference	REQ-10500-J3Y5C

This certificate is issued for lot 704, 421846S - Boulevard 610 OC1

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **16/04/2025**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are $3,551.17 per annum for the year commencing 01/09/2024 paid Quarterly (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount	Details
01/09/2024	$887.79	Standard Fee Contribution Schedule From: 01/09/2024 To: 30/11/2024
01/12/2024	$887.79	Standard Fee Contribution Schedule From: 01/12/2024 To: 28/02/2025
01/03/2025	$887.79	Standard Fee Contribution Schedule From: 01/03/2025 To: 31/05/2025
01/06/2025	$887.80	Standard Fee Boulevard 610 OC1 From: 01/06/2025 To: 31/08/2025

b) The fees are paid up until 31/05/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **$0.00** plus penalty interest of **$0.00**

d) If applicable, the following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details

e) Are there any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees? (if applicable, see attached)
Nil

f) The Owners Corporation has the following insurance cover - See Certificate of Currency attached.
Yes

g) The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
Nil

h) The total funds held by the owners corporation as at **16/04/2025.**

Administrative Fund	Maintenance Fund	Total
$(2,052.18)	$570,107.70	$568,055.52

i) If the Owners Corporation has additional liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above, see below if applicable.
Nil

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows.
Yes

k) Has the Owners Corporation made agreements to provide services to members and occupiers for a fee? (if applicable, see attached).
Nil

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?(if applicable, see attached)
Nil

m) Is the Owners Corporation party to any proceedings or aware of any notices or orders which may give rise to proceedings? (if applicable, see attached)
Nil

n) The Owners Corporation has resolved to appoint MICM as manager
-

o) Has a proposal been made for the appointment of an administrator?, see below if applicable.
Nil

p) Other information:
There may be potential cladding rectification works. For more information please contact the manager.

q) The minutes of the most recent Annual General Meeting of the Owners Corporation
-

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

16/04/2025

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

Prepared By:

Clare Ryan
178 City Road, Southbank VIC 3006

Owners Corporations Regulations 2018
SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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

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

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

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

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

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

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

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

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

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

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.2.CAV.OA/0623

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1. Date of agreement
This is the date the agreement is signed. Oct 5, 2023
If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider
Address of Premises **704/610 St Kilda Road, MELBOURNE, VIC, 3004,**

3. Rental provider details
Name: **Mr Robert & Mrs Robyn Lees**

Rental provider's agent's details *(if applicable)*
Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
Business Address: **19 Station St, Oakleigh, VIC 3166**
Telephone: **(03) 9017 5881**
Email: **info.oakleigh@xynergy.com.au**
ABN: **37 615 705 621**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details
Each renter that is a party to the agreement must provide their details here.

Full Name of Renter 1	**Nancy Juliana Gomez Toloza**
Current Address	**704/610 St. Kilda Road, Melbourne, VIC 3004**
Email of Renter 1	**julianagomez.t@hotmail.com**
Phone number of Renter 1	**0424 055 587**

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

Fixed Period Agreement ☑ - The period of the Agreement (The period 12 months Agreement)

Start date: **19/09/2023** (this is the date the agreement starts and you may move in)

End date: **18/09/2024**

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount ($) **$1,825.00** (payable in advance) from 19/09/2023 – 18/11/2023
$2,173.00 (payable in advance) from 19/11/2023

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid on the of each month.

Date first rent payment due **19/09/2022**

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than $900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **$1,738.00**
Date bond payment due: **Paid**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order
☑ BPAY ☐ other electronic form of payment, including Centrepay

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000.***
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☑ Yes – insert email address, mobile phone number or other electronic contact details

rental.oakleigh@xynergy.com.au

☐ No

9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes – insert email address, mobile phone number or other electronic contact details

julianagomez.t@hotmail.com

☐ No

Note: If there are more than four renters, include details on an extra page.

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	**Carlisa Regina**
Emergency phone number	**03 9017 5881**
Emergency email address	**rental.oakleigh@xynergy.com.au**

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

☐ No ☑ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

☑ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

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

(a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

(a) The rental provider must ensure that:

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

(i) Information on how each smoke alarm in the rented premises operates; and

(ii) Information on how to test each smoke alarm in the rented premises; and

(iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the ***Building Act 1993*** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

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

(a) The rental provider must ensure that the pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

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

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the ***Building Act 1993*** on the request of the renter.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

(a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.
This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

(a) If the rented premises is in a designated bushfire-prone area under section 192A of the ***Building Act 1993*** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

(b) The water tank must be full and clean at the commencement of the agreement.

Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit www.consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order; or
  - family violence safety notice; or
  - recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2,500.
The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than $2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

25. Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

26. Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

27. Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

28. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional Terms

29. Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit unfair contract terms at the Consumer Affairs Victoria website.

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

(a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.

(b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

(a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.

(b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)

(c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

(a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

(b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

(a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
(b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

(a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
(b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
(c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay or long stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. (*If applicable to the premises let*.)

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. Pools and Water Features

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

(a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.

(b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

(a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.

(b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

(a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and

(b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

(a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.

(b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

(a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.

(b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

(a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

(b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

(a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
(b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
(c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

(a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
(b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
(c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
(d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

(a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
(b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
(c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of $2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter"" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

(a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;

(b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:

- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and

(d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

(a) to put on the premises let a notice *'to let'* during the last month of the term of this Agreement.

(b) to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement.

(c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

29.65. Window Cleaning

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report *(where carpets are steamed cleaned prior to commencement)*, the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (I).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

(a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
(b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
(c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
(d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
(e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

(a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.

(b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

(a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.

(b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.

(c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

(a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;

(b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;

(c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

(d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
(e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
(f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provider further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause 29.88.

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

(a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
(b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of $275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
(c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of $15 plus GST on each new applicant.
(d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

(a) to reimburse the RENTAL PROVIDER'S expenses including:
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and

(c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee *(non-reimbursable)* as in clause 29.90 for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause 29.87.

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

(a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
(b) The Schedule means the schedule to this Agreement,
(c) The Addendum means the additional terms to this Agreement,
(d) The Agreement means this document incorporating the Schedule, and
(e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER

Carlisa Regina

Carlisa Regina (Oct 4, 2023 09:35 GMT+11)

Oct 4, 2023

Signature of AGENT on behalf of the RENTAL PROVIDER

Carlisa Regina

Name

Date

RENTER(S)

JulianaGomezt.

Oct 5, 2023

Signature of RENTER 1

Nancy Juliana Gomez Toloza

Name

Date

Appendix

1. Privacy Collection Notice
2. Rental Disclosure Statement
3. Emergency Contact Details
4. Owners Corporation Rules and Move in Procedures (as the case may be)

Prepared on: 3 October 2023

PT876 - LR

Final Audit Report 2023-10-05

Created:	2023-10-03
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVjxqUWC1JOLbacURUtxCqZKu8-I37vGN

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Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2023-10-03 - 6:25:33 AM GMT- IP address: 117.54.109.8

Document emailed to pm4.oa@xynergy.com.au for signature
2023-10-03 - 6:27:15 AM GMT

Email viewed by pm4.oa@xynergy.com.au
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Signer pm4.oa@xynergy.com.au entered name at signing as Carlisa Regina
2023-10-03 - 10:35:12 PM GMT- IP address: 103.79.105.168

Document e-signed by Carlisa Regina (pm4.oa@xynergy.com.au)
Signature Date: 2023-10-03 - 10:35:14 PM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to julianagomez.t@hotmail.com for signature
2023-10-03 - 10:35:15 PM GMT

Email viewed by julianagomez.t@hotmail.com
2023-10-05 - 1:33:51 AM GMT- IP address: 149.167.150.94

Signer julianagomez.t@hotmail.com entered name at signing as Nancy Juliana Gomez Toloza
2023-10-05 - 1:34:55 AM GMT- IP address: 149.167.150.94

Document e-signed by Nancy Juliana Gomez Toloza (julianagomez.t@hotmail.com)
Signature Date: 2023-10-05 - 1:34:57 AM GMT - Time Source: server- IP address: 149.167.150.94

Agreement completed.
2023-10-05 - 1:34:57 AM GMT