Contract of Sale of Land

Property:

Unit 308, 151 BURWOOD Road, Hawthorn VIC 3122

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:02416

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **MARK SIMON LENNOX**

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: MARK SIMON LENNOX

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: 02416

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	10843	Folio	633	308	PS 512432Q

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 308, 151 BURWOOD Road, Hawthorn VIC 3122

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

Payment

Price $

Deposit $ by (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will 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 settle a purchase of another property.

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 308, 151 BURWOOD ROAD, HAWTHORN VIC 3122

Vendor's name	MARK SIMON LENNOX	Date / /
Vendor's signature	_____	

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10843 FOLIO 633

Security no : 124103851863T
Produced 10/02/2023 01:21 PM

LAND DESCRIPTION

Lot 308 on Plan of Subdivision 512432Q.
PARENT TITLE Volume 10231 Folio 569
Created by instrument PS512432Q 26/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARK SIMON LENNOX of 7 CAROL COURT RINGWOOD NORTH VIC 3134
AD351708V 08/01/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD351709T 08/01/2005
ST. GEORGE BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC858202N 14/05/2004

DIAGRAM LOCATION

SEE PS512432Q 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 308 151 BURWOOD ROAD HAWTHORN VIC 3122

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. PS512432Q

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OWNERS CORPORATION 2 PLAN NO. PS512432Q

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**11**
Document Assembled	**10/02/2023 13:23**

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PLAN OF SUBDIVISION

Stage No. —

LR use only EDITION 2

PS512432Q

Location of Land

Parish: BOROONDARA

Township —

Section: —

Crown Allotment: —

Crown Portion: 42 (PART)

Title References: Vol.8023 Fol.569

Last Plan Reference: PS343733Q (LOT2)

Postal Address: 151 - 155 BURWOOD ROAD, HAWTHORN 3122

AMG Co-ordinates: E: 326 930
(of approx centre of plan) N: 5 811 990 Zone 55

Council Certification and Endorsement

Council Name: BOROONDARA CITY COUNCIL

Ref: SUBCER 04/00127

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 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 11 / 11 / 04

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

Council Delegate

Council seal

Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil.	Nil.

Notations

Depth Limitation: Does not apply

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

Boundaries shown by thick continuous lines are defined by buildings

Location of boundaries defined by buildings:

Interior Face: All Boundaries

COMMON PROPERTY No. 1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY NO. 2

ALL STRUCTURAL WALLS & COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE WALLS, COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

Survey: This plan is based on survey.

To be completed where applicable

This survey has been connected to permanent marks no(s).

In proclaimed Survey Area no

Easement Information

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

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

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

LR use only

Statement of Compliance /Exemption Statement

Received ☑

Date 15 / 11 / 04

LR use only

PLAN REGISTERED

TIME 5:20 PM

DATE 26 / 11 / 2004

B. Crossland

Assistant Registrar of Titles

SHEET 1 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 9422 Fax (03) 9415 1370

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE ..... DATE / / 2004

REF 7695 VERSION D

DATE 11 / 11 / 04

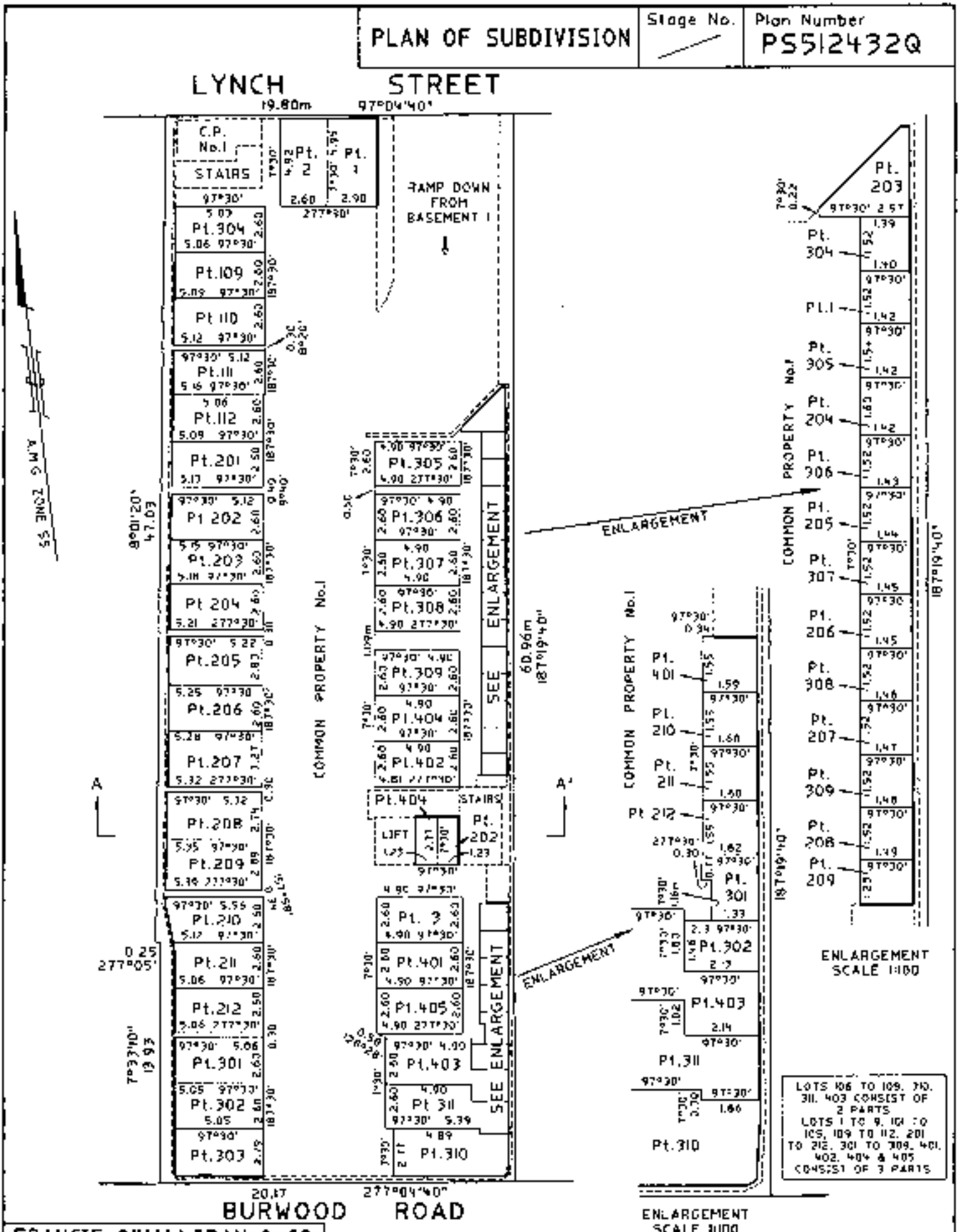
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 7370

DIAGRAM 1
BASEMENT LEVEL 2

SHEET 2 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200 | SCALE 2 0 4 8 LENGTHS ARE IN METRES

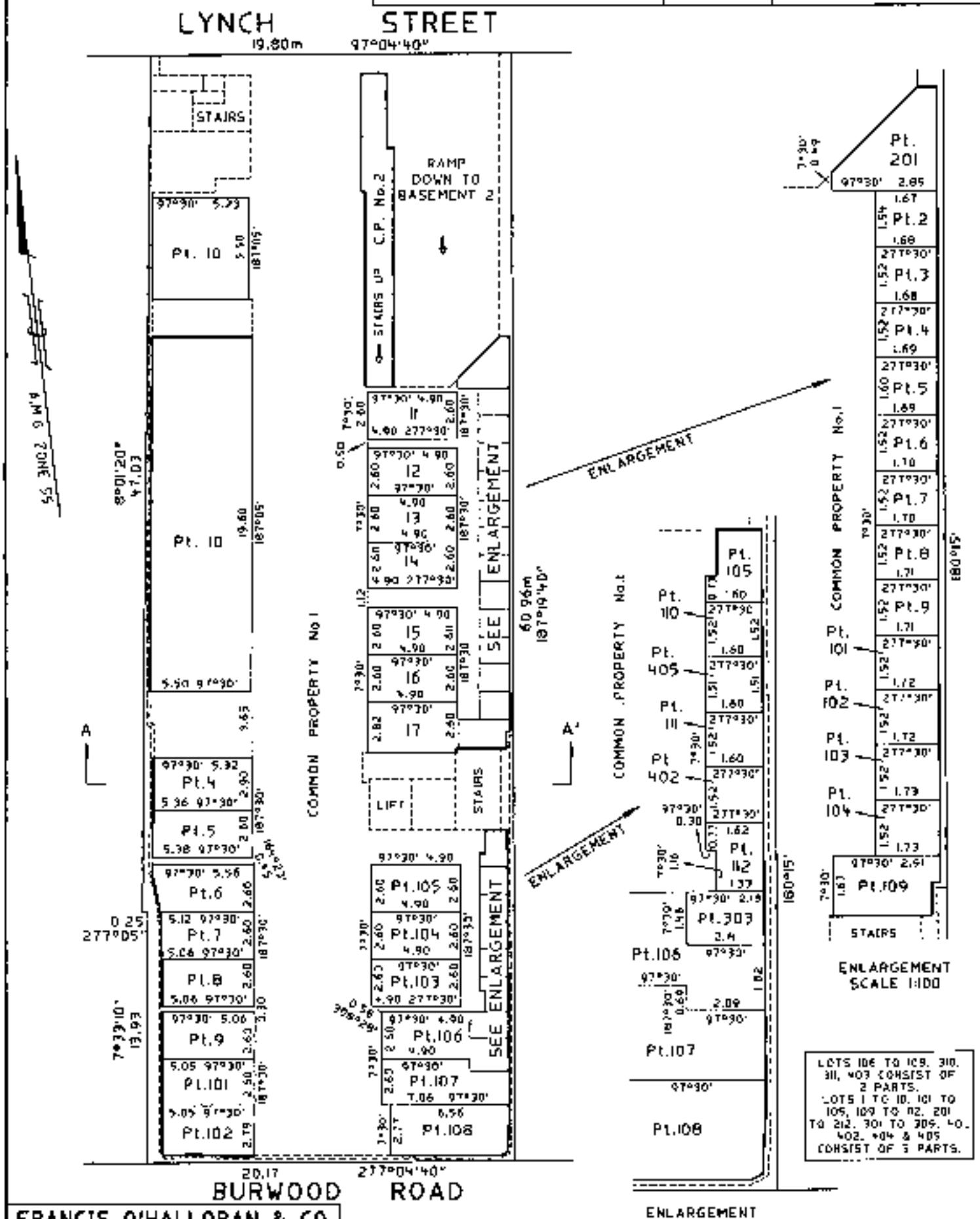
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE ..... DATE 21/2/2023
REF 7695 VERSION 0

DATE 8/11/23
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No /

Plan Number PS512432Q



FRANCIS O'HALLORAN & CO.

Consulting Surveyors and Property Planners

32 Peel Street Collingwood Victoria 3066

Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 2
BASEMENT LEVEL 1

SHEET 9 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE 2 0 4 8 — CENTRES ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

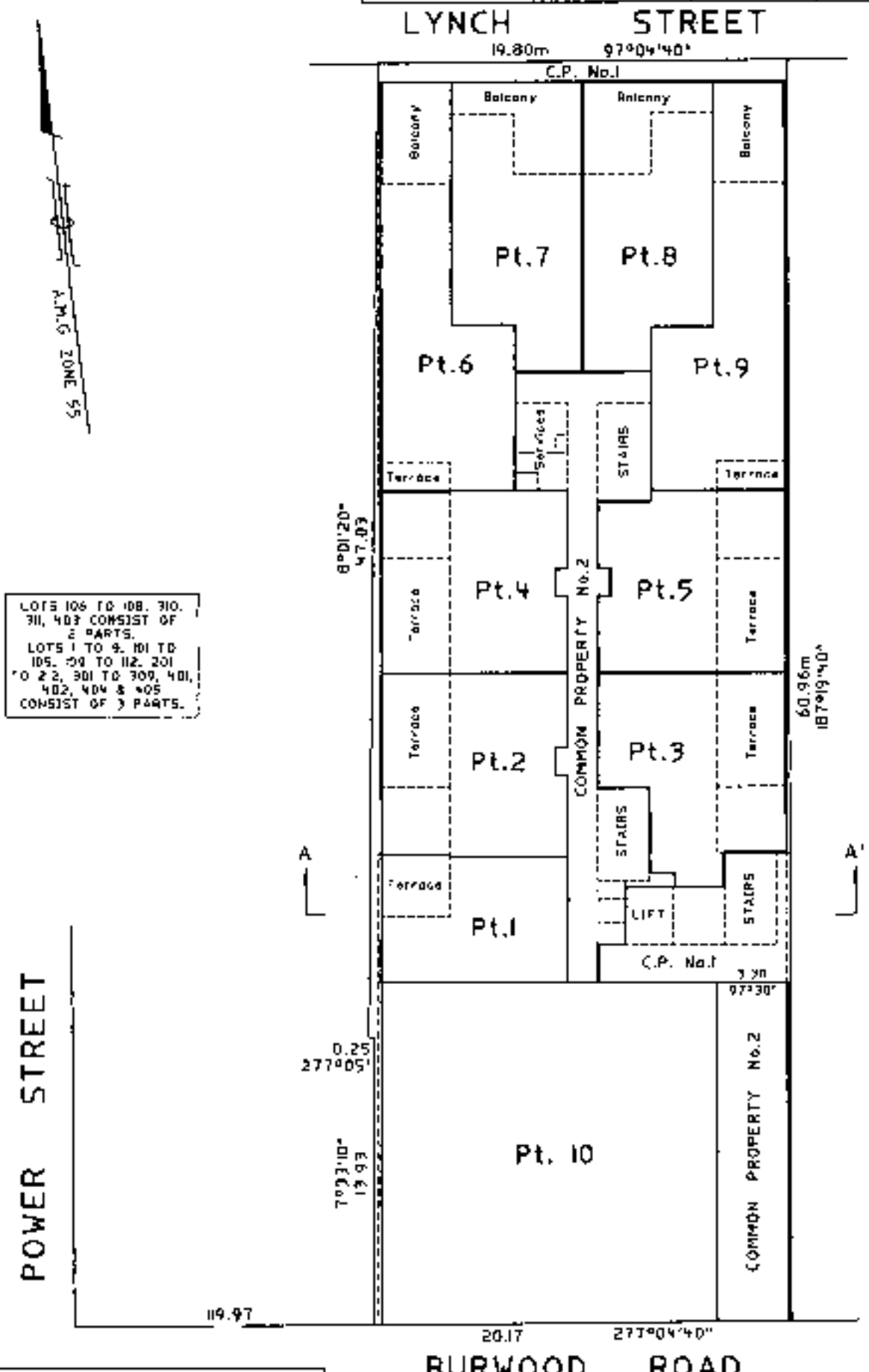
SIGNATURE ..... DATE 7/11/2006

REF 7695 VERSION 0

DATE 11/11/09

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 3
GROUND LEVEL & GROUND STOREY

SHEET 4 OF 11 SHEETS

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE 0 4 8
LENGTHS ARE IN METRES

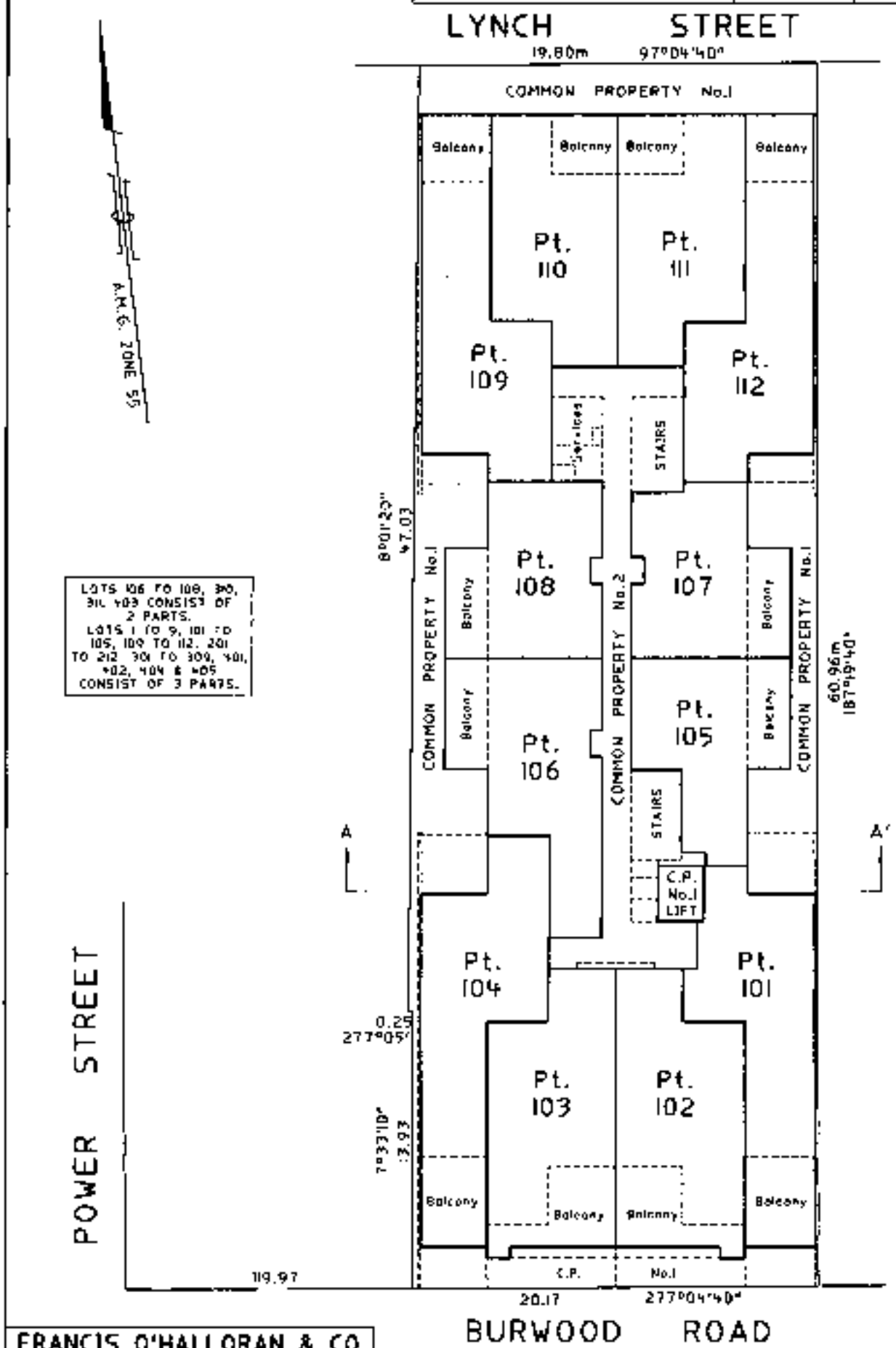
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE ---------- DATE 1/11/2006
REF 7695 VERSION 0

DATE 9/11/07
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 4
LEVEL 1

SHEET 5 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:250

SCALE 2 0 4 8
LENGTHS ARE IN METRES

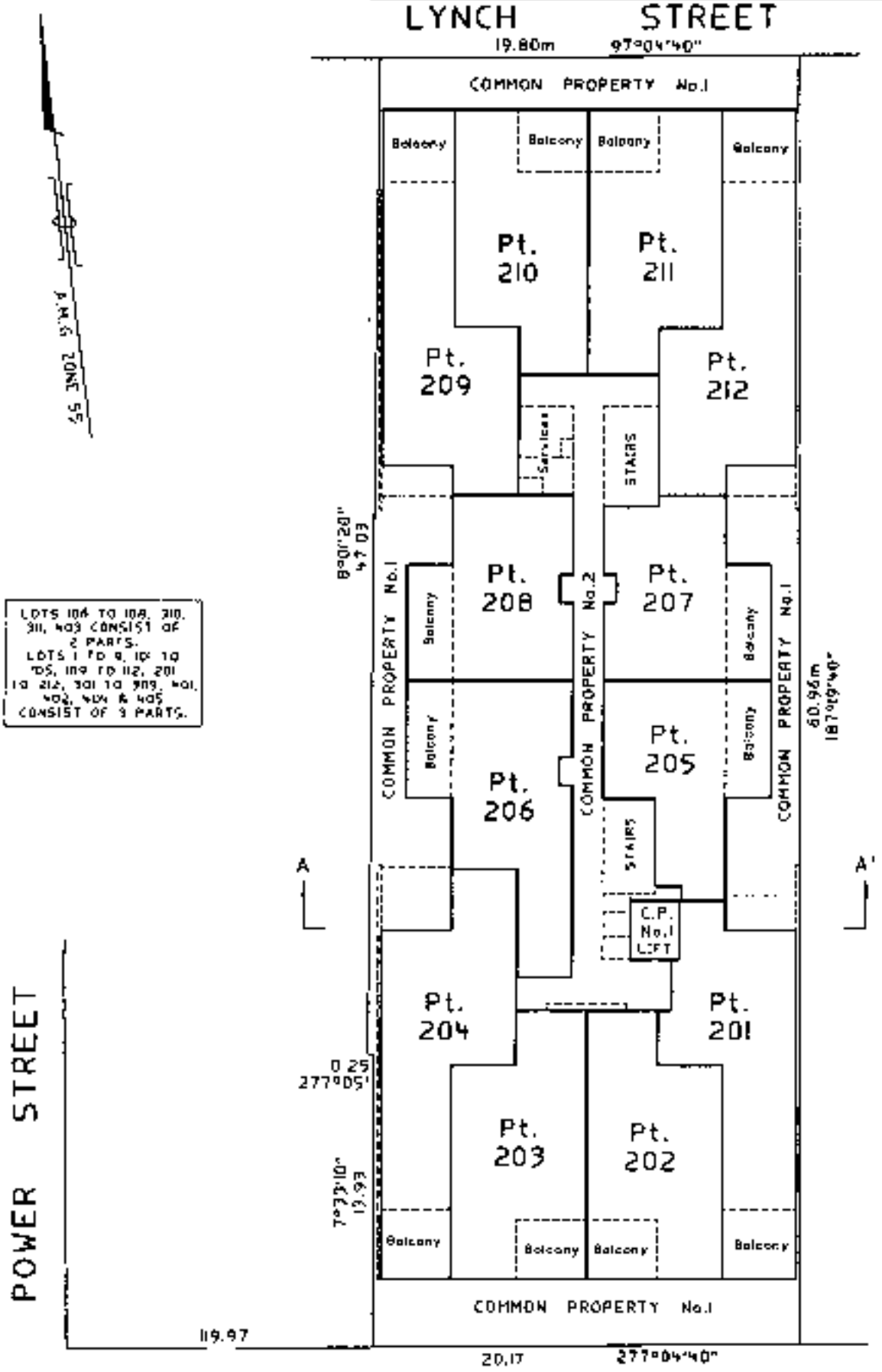
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SIGNATURE ..... DATE 1/11/2004
REF 7695 VERSION D

DATE 8/11/04
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 104 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

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Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 6122 Fax (03) 9415 1370

DIAGRAM 5
LEVEL 2

SHEET 6 OF 11 SHEETS

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE 2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE ..... DATE 1/11/2006
REF 7695 VERSION 0

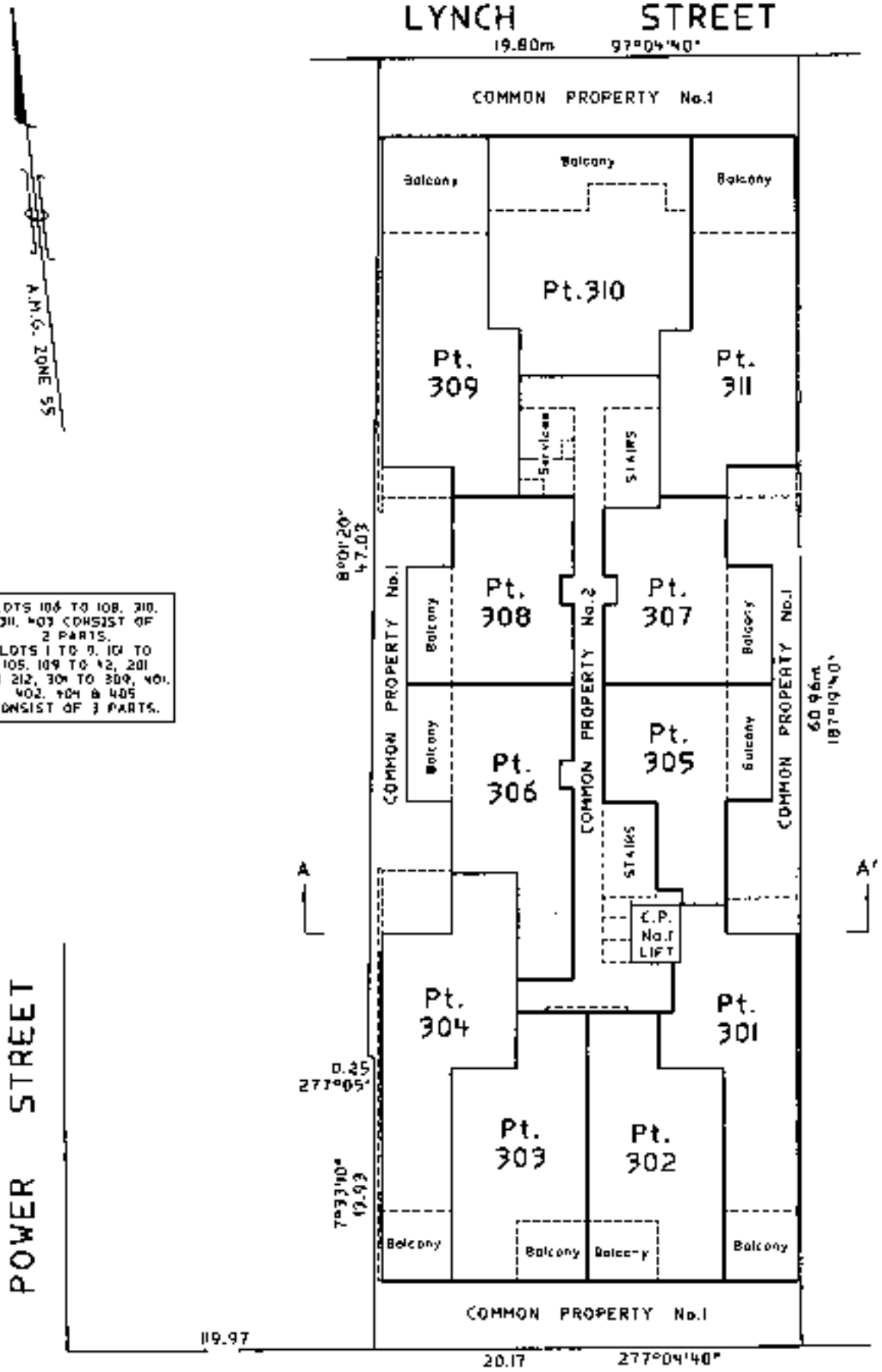
DATE 10/11/06
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 30/12/2025 11:23 Page 7 of 11

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 210, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

DIAGRAM 6
LEVEL 3

SHEET 7 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE
2 0 4 8
LENGTHS ARE IN METRES

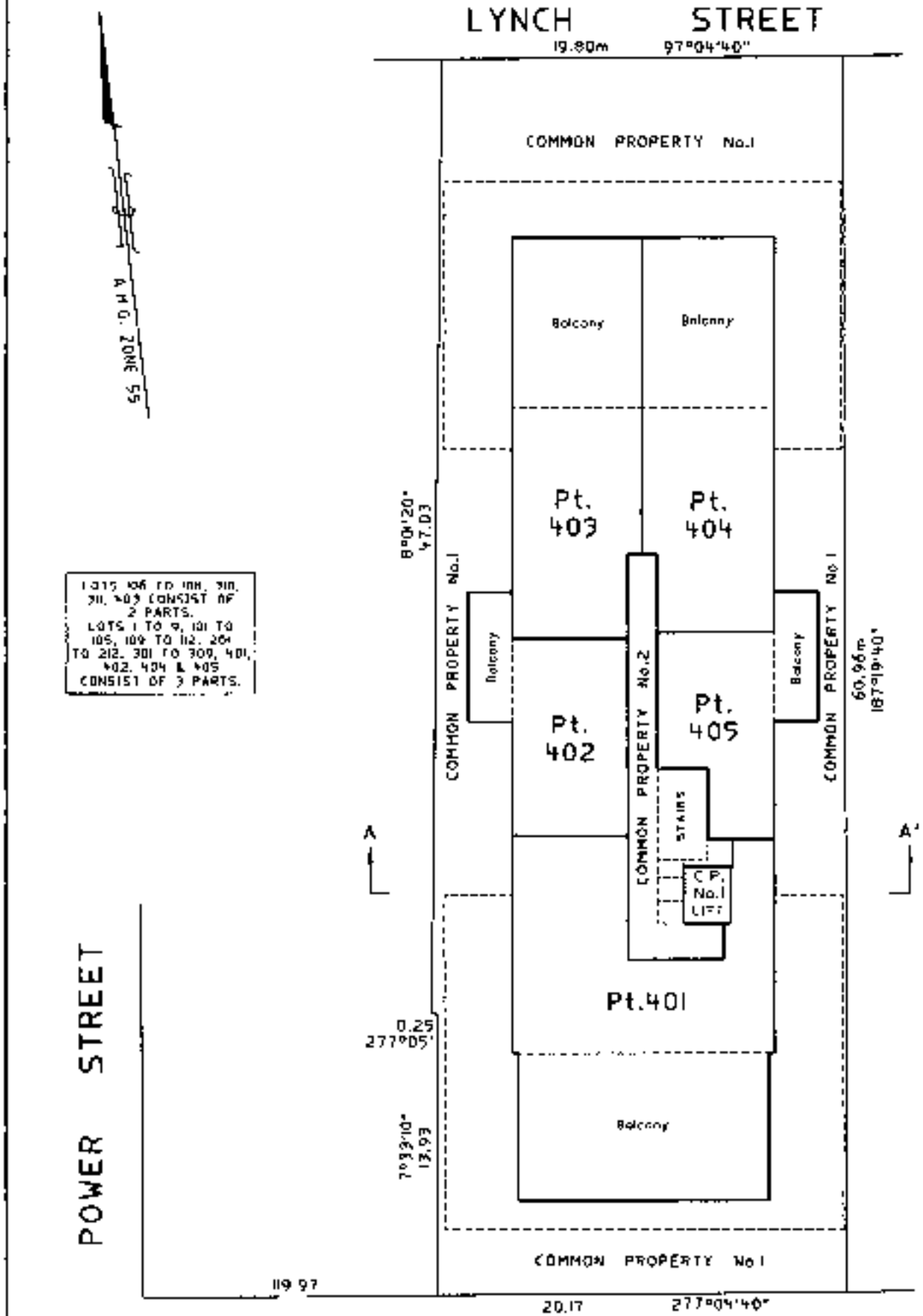
LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE .....
DATE 1/12/2025
REF 7695
VERSION D

DATE 9/12/25
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 409 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

DIAGRAM 7
LEVEL 4

SHEET 8 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 4 8 METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE ..... DATE 1/11/2016
REF 7695 VERSION D

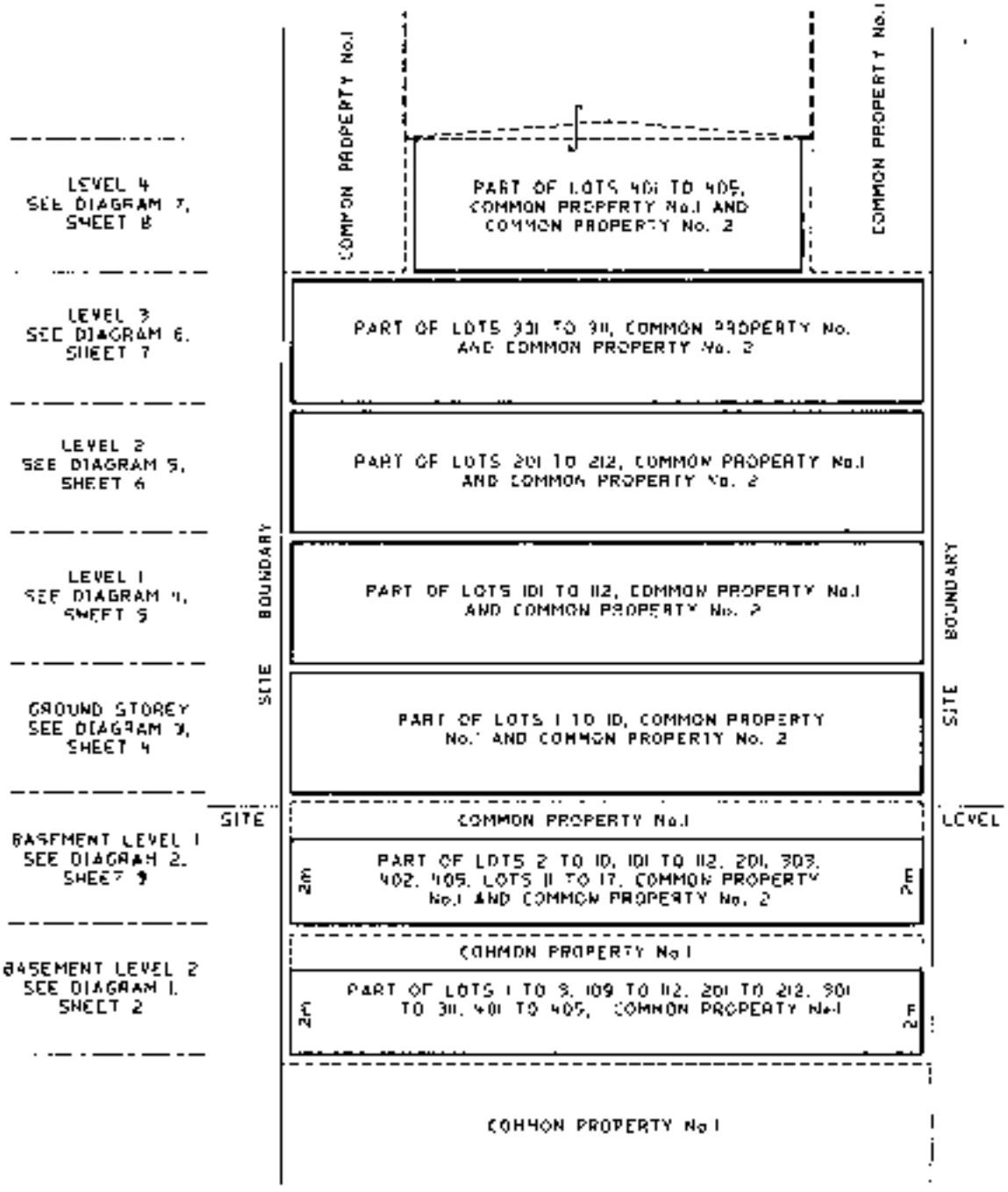
DATE 1/11/16
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q

LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.



TYPICAL CROSS SECTION A-A'

NOT TO SCALE

SHEET 9 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 9422 Fax (03) 9415 1070

ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE ..... DATE 11/11/2024

REF T695 VERSION 0

DATE 11/11/24

COUNCIL DELEGATE SIGNATURE

Owners corporation information formerly contained on Sheets

10, 11

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

Sheets

11

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 512432Q

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN BODY CORPORATE No. 1		CHANGE OF ADDRESS	AD402727L	24/02/05	2	ROBERT REDMAN
THIS PLAN BODY CORPORATE No. 2		CHANGE OF ADDRESS	AD453076P	24/02/05	2	ROBERT REDMAN

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Number of Pages (excluding this cover sheet)	**14**
Document Assembled	**10/02/2023 13:23**

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Form 13

Section 181

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

***Planning and Environment Act* 1987**

Lodged at the Land Titles Office by:

Name:	Maddocks
Phone:	9288 0555
Address:	140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref:	TGM:PJD:LGC:953211 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register for the land.

Land: Volume 10231 Folio 569

Authority: Boroondara City Council of 8 Inglesby Road, Camberwell

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

DAC858202N-1-7

A copy of the agreement is attached to this application

Signature for the Authority: P. Storer

Name of officer: PHILIP STORER

Office held: DIRECTOR CITY PLANNING

Date: 29/3/04

[953211/PJD/M01369010.1]

RB 14.5.04

Authorised by [illegible] Timestamp [illegible] Page 1 of 11

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 25 / 03/2003

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 151-155 Burwood Road, Hawthorn

Boroondara City Council
and

SMA Building Pty Ltd
ACN 086 815 485

DRC858202N-2-5

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14/5/2004 $59 T3

Melbourne
Sydney
Canberra
Adelaide, Hong Kong, Jakarta, Kuala Lumpur
Perth
Singapore

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 25/7/ 07/2003

BETWEEN

DAC858202N-4-1

BOROONDARA CITY COUNCIL
of 8 Inglesby Road, Camberwell

(Council)

AND

SMA BUILDING PTY LTD ACN 086 815 465
c/- Pitcher Partners, Level 6, 161 Collins Street, Melbourne

(Owner)

RECITALS

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

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

C. On 16 December 2002 Council issued Planning Permit No. PP02/00366 (**Planning Permit**) allowing the use of the Subject Land for 47 dwellings and buildings and works associated with the development of the Subject Land for dwellings, office space and car parking, and a reduction in the standard car parking requirement for dwellings under clause 52.06 of the Planning Scheme in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked 'A'.

D As at the date of this Agreement, the Subject Land is encumbered by Mortgage No AC007992C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

E. The parties enter into this Agreement:

E.1 to give effect to the requirements of the Planning Permit; and

E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*

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14/05/2004 159 173

DAC858202N-5-8

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Car Parking Spaces means each part of the Subject Land which is delineated and marked as 'car parking space' or the like on the Endorsed Plan.

Dwelling has the same meaning as in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Office has the same meaning as in the Planning Scheme.

One-Bedroom Dwelling means each Dwelling which is shown as a 'One-Bedroom Dwelling' on the Endorsed Plan.

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

party or parties means the Owner and Council under this Agreement as appropriate

Planning Scheme means the Boroondara Planning Scheme and any other planning scheme that applies to the Subject Land

Subject Land means the land situated at 151-155 Burwood Road, Hawthorn being the land referred to in Certificate of Title Volume 10231 Folio 569 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it

Two-Bedroom Dwelling means each Dwelling which is shown as a 'Two-Bedroom Dwelling' on the Endorsed Plan.

Three-Bedroom Dwelling means each Dwelling which is shown as a 'Three-Bedroom Dwelling' on the Endorsed Plan.

2. INTERPRETATION

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In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

3.1 the Owner must ensure that no Car Parking Space is used for any purpose other than for the parking of vehicles by persons who are occupants or visitors to either Dwellings or Offices on the Subject Land;

3.2 the Owner must ensure that no Office use commences or occurs on the Subject Land unless a number of the Car Parking Spaces are exclusively allocated for in association with such Office use, the number to be no less than the rate specified at clause 52.06 of the Planning Scheme;

3.3 the Owner must ensure that no Dwelling use commences or occurs on the Subject Land unless a number of the Car Parking Spaces are exclusively allocated for use in association with such Dwelling, the number to be no less than the following:

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3.3.1 one Car Parking Space for each One-Bedroom Dwelling;

3.3.2 an average of one and a half Car Parking Spaces for each Two-Bedroom Dwelling, to be assessed by reference to the total number of Two-Bedroom Dwellings proposed in the Planning Permit; and

3.3.3 two Car Parking Spaces for each Three-Bedroom Dwelling;

3.4 the Owner must ensure that no Car Parking Space is sold or leased to any person other than persons who are either occupants or visitors to either Dwelling or Offices on the Subject Land, except with the written consent of Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

AC858202N-6-8

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement.

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

DOC858202N-7-6

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

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8.1.1 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day,

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

DOC858202N-8-4

AC858202N

14/05/2004 $59 173

SIGNED by and on behalf, and with the authority, of the Boroondara City Council by Phillip Storer, Director Urban Planning, in the exercise of a power conferred by an Instrument of Delegation dated 25 November 1999, in the presence of:

Witness

THE COMMON SEAL of **SMA BUILDING PTY LTD ACN 086 815 465** was affixed in the presence of the authorised person:

MARTIN ANTHONY STRODE

Sole Director and Sole Company Secretary

Full name

31 REGENT ST PRAHRAN

Usual address

Mortgagee's Consent

National Australia Bank Limited as Mortgagee of registered mortgage No. AC007992C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

DAC858202N-S-2

AC858202N

1Ai05120041 553 173

AMENDED PLANNING PERMIT

BOROONDARA

Permit Number: PP02/00366

Planning Scheme: Boroondara Planning Scheme

Responsible Authority: City of Boroondara

AC858202N

14/05/2004 559 173

ADDRESS OF THE LAND: 151-155 Burwood Road, Hawthorn

THE PERMIT ALLOWS:

The use of the land for 49 dwellings and buildings and works associated with the development of the land for dwellings, office space and car parking, and a reduction in the standard car parking requirement for dwellings under Clause 52.06 of the Boroondara Planning Scheme in accordance with the endorsed plans.

This permit was amended by the Responsible Authority pursuant to Section 73 of the Planning and Environment Act 1987 as set out below.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

DAC858202N-10-0

1 Before the use and/or development starts, amended plans must be submitted to the satisfaction of the Responsible Authority. When the plans are to the satisfaction of the Responsible Authority they will be endorsed and will then form part of the Permit. The plans must be drawn to scale with dimensions and three (3) copies provided generally in accordance with the plans described as TP03A, TP04A and TP05A submitted to Council on 26 June 2002, and TP06C, TP07C, TP08C, TP09A and TP11C submitted to Council on 19 August 2002 but modified to show:

(a) Reconfiguration of dwellings to ensure that on-site car parking spaces are provided at the rates of 1 space per 1-bedroom dwelling, 1.5 spaces per 2-bedroom dwelling, and 2 spaces per 3-bedroom dwelling and to ensure that studies are designed so as not used as bedrooms;

(b) Modification of the ramp grades into the basement and lower ground floor car parks to comply with Australian Standard 2890.1-1993;

(c) Reconfiguration of car spaces numbered 4 and 11 on submitted plan reference number TP03 Revision B to ensure that vehicle can safely and conveniently enter and exit the spaces while the boom gate separating office and residential car parking areas is closed;

(d) All balconies with a minimum dimension of 2 metres and minimum area of 8sq.m. Balconies to dwellings G01-G09, 101-104, 309-311 and 401-403 with a minimum area of 12sq.m and balconies to dwellings 105-109, 112, 201, 204-209, 212, 301 and 304-308 with a minimum area of 10sq.m as shown on plans dated 21 November 2002, TP04-06 Revision D;

(e) Provision of a pedestrian refuge/island of a minimum width of 1.2 metres between the access points/crossovers servicing the ground basement and lower ground floor levels;

Date Issued: 16 DEC 2002

Date Amended: 11 AUG 2003

Signature for the Responsible Authority:

Jon Hasper

CO ORDINATOR - STATUTORY PLANNING

(f) Details of all noise attenuation features of the proposal including the louvres to limit the impact of external noise sources on occupiers of the dwellings;

(g) Details of all passive and active energy efficiency and fossil fuel reduction measures that are to be employed in the construction and operation of the development, including the use recycled materials;

(h) Details of the mail room including advice from Australia Post that access to and operation of the mailroom meets their reasonable requirements;

(i) Plan notations indicating that walls on boundaries are to be finished to the same standard as walls within the development site;

(j) A schedule and samples of proposed external building finishes and colours;

(k) Deletion of all references to "retail" on the plans; and

(l) Details of the Burwood Road entry to the office which must be separate to the residential entry.

2. The layout of the site and size, design and location of the buildings and works as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

3. Within 90 days from the endorsement date of the plans required by Condition 1, the owner of the land must enter into and execute an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to the satisfaction of the Responsible Authority and such agreement shall require that, without the prior written consent of the Responsible Authority the car parking spaces for each of the uses approved under this permit are only permitted to be used by the occupants and visitors of the relevant uses in accordance with the rates specified under Clause 52.06 of the Boroondara Planning Scheme for office space, and the rate specified under condition 1 (a) of this Permit for dwellings and must not be on-sold or leased to any other person.

A memorandum of the Agreement is to be entered on title and the cost of the preparation and execution of the Agreement and entry of the memorandum on title is to be paid by the owner.

4. Prior to the endorsement of the plans in Condition 1, a waste management plan must be submitted to the Responsible Authority for approval. Such plan must provide details of a regular garbage collection service to each of the uses on the subject land, including information regarding the type of refuse bins, type/size of trucks, means of accessing bins and frequency of refuse collection, to the satisfaction of the Responsible Authority. Once approved, such plan must be implemented to the satisfaction of the Responsible Authority.

5. The land must be drained to the satisfaction of the Responsible Authority and all drainage works must be completed prior to the occupation of any building.

6. If required by the Responsible Authority, such drainage infrastructure referred to in Condition 5 may require upgrading at the developer's full cost in accordance with engineering plans submitted to and approved by the Responsible Authority. A plan checking fee and supervision fee payable to the Responsible Authority will apply.

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Date Issued: 16 DEC 2002

Date Amended: 11 AUG 2003

Signature for the Responsible Authority:

Jon Harper

CO-ORDINATOR STATUTORY PLANNING

7. Prior to the commencement of the residential use or before the construction or carrying out of buildings and works:

   (a) a certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970; or

   (b) an environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Section IXD of that Act that the environmental conditions are suitable for residential use.

   Any conditions required on a Statement of Environmental Audit must be implemented prior to the occupation of any building or otherwise in accordance with those conditions, to the satisfaction of the Responsible Authority and the Environment Protection Authority.

8. No buildings or works are to be constructed over any easement or other restriction on the land or any sewers, drains, pipes, wires or cables under the control of a public authority without the prior written consent of the relevant authority and the Responsible Authority.

9. All security alarms or similar devices installed on the land must be of a silent type approved by the Standards Association of Australia and be connected to registered security service.

10. Noise from the premises must not exceed limits prescribed by the State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade) No. N-1.

11. If in the opinion of the Responsible Authority that noise emissions are exceeding these limits additional noise attenuation measures may be required to be provided in accordance with the findings of the report of an acoustic engineer, to the satisfaction of the Responsible Authority.

12. Any outdoors clotheslines or other clothes drying devices must be positioned so as not be visible from any road or building, to the satisfaction of the Responsible Authority.

13. All buildings, engineering works and landscaping, must be maintained to the satisfaction of the Responsible Authority.

14. Dividing walls and floors between dwellings must be constructed to limit noise transmission to 45 STC (Sound Transmission Class) in accord with Part F (5) of the Building Code of Australia.

15. All pipes, fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.

16. No plant, equipment, services or architectural features other than those shown on the endorsed plan are permitted above the roof level of the building/s without the prior written consent of the Responsible Authority.

17. All bins and receptacles must be screened from view and be maintained in a clean and tidy condition and free from offensive odour.

18. Before the use starts or any building is occupied, areas set aside for car parking, access lanes and driveways shown on the endorsed plans must be:

Date Issued: 16 DEC 2002

Date Amended: 11 AUG 2003

Signature for the Responsible Authority:

Jon Harper

CO-ORDINATOR STATUTORY PLANNING

AC858202N

16/06/2004 $59 173

DOCS\858202N-12-7

(a) Constructed;
(b) Formed to such levels and properly drained so that they can be used in accordance with the plans;
(c) Line marked to indicate each car space;
(d) Clearly marked to show the direction of traffic along the access lanes and driveways;

to the satisfaction of the Responsible Authority

19. Car spaces, access lanes and driveways shown on the endorsed plan must not be used for any other purpose, to the satisfaction of the Responsible Authority.

20. The areas set aside for car parking shown on the endorsed plans must be made available for use free of charge to employees and visitors at all times and must not be used for any other purpose.

21. The operator of the office use must use every endeavour to ensure that staff vehicles are not parked on the nearby roads, to the satisfaction of the Responsible Authority.

22. Prior to the completion of the development, all disused or redundant vehicle crossings must be removed and the area re-instated to kerb and channel to the satisfaction of the Responsible Authority.

23. Reticulated services to the subject land and all buildings on the site must be provided underground, to the satisfaction of the Responsible Authority.

24. Prior to the commencement of the development, the applicant must submit a Certificate (issued by an energy rater accredited by the Sustainable Energy Authority Victoria) indicating that the development has achieved a minimum 4 star energy rating under the House Energy Rating Scheme.

25. Basement and lower ground floor car parking areas must be illuminated so as to assist in providing an adequate level of security, to the satisfaction of the Responsible Authority.

26. This Permit will expire if:

* The development does not start within two (2) years of the date of this Permit; or
* The development is not completed within four (4) years of the date of this Permit.

The Responsible Authority may extend the times referred to if a request is made in writing before the Permit expires or within the three (3) months afterwards.

Notes:

Any new crossover(s), alteration or addition to an existing vehicle crossing, must be in accordance with Council's standard details. A Council Supervision Permit is required for this work.

Stormwater drains are to be connected to a legal point of discharge approved by the Council. Drainage Connections within a road reserve must be to Council's standards. A Council Supervision Permit is required for this work.



AC858202N



Date Issued: 16 SEP 2002

Date Amended: 11 AUG 2003

Signature for the Responsible Authority:

Ian Harper
CO ORDINATOR STATUTORY PLANNING

The applicant and/or any other responsible person will be required to meet the full cost of reinstatement of Council assets damaged or requiring relocation as a result of demolition and/or building or construction works

Any planting within and adjacent to easements for drainage and sewerage must be of a size and species that will not damage any existing or future drains or sewers in the easement

Redundant vehicular crossing(s) must be removed at the same time as the construction of any new crossovers(s) and prior to the completion of development works. The cost of removal of the existing crossing(s) and the reinstatement of street assets (i.e. footpath, nature strip and kerb and channel) is to be borne by the applicant and must be in accordance with Council standards. A Council Supervision Permit is required for this work.

Ramps and entrance doors must be constructed to accord with the Australian Standards for Disabled Access. This access must be provided to the satisfaction of the Responsible Authority prior to any part of the use allowed by this Permit commencing.

DAC858202N-14-4

AC858202N
30/05/2004 459 177

Date Issued: 16 DEC 2002

Date Amended: 11 AUG 2003

Signature for the Responsible Authority:

Jon Harper

CO-ORDINATOR – STATUTORY PLANNING

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/02/2023 01:23:14 PM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

The land in PS512432Q is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1 - 17, 101 - 112, 201 - 212, 301 - 311, 401 - 405.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH521861G 14/10/2010

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. PS512432Q 26/11/2004

Additional Owners Corporation Information:
NIL

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	285	285
Lot 2	310	310
Lot 3	310	310
Lot 4	310	310
Lot 5	310	310

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: 10/02/2023 01:23:14 PM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	430	430
Lot 7	395	395
Lot 8	395	395
Lot 9	430	430
Lot 10	980	980
Lot 11	20	20
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Lot 101	425	425
Lot 102	390	390
Lot 103	390	390
Lot 104	435	435
Lot 105	320	320
Lot 106	330	330
Lot 107	320	320
Lot 108	325	325
Lot 109	435	435
Lot 110	390	390
Lot 111	390	390
Lot 112	435	435
Lot 201	425	425
Lot 202	390	390
Lot 203	390	390
Lot 204	435	435
Lot 205	320	320

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: 10/02/2023 01:23:14 PM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 206	330	330
Lot 207	320	320
Lot 208	325	325
Lot 209	435	435
Lot 210	390	390
Lot 211	390	390
Lot 212	435	435
Lot 301	430	430
Lot 302	395	395
Lot 303	395	395
Lot 304	440	440
Lot 305	325	325
Lot 306	335	335
Lot 307	325	325
Lot 308	330	330
Lot 309	445	445
Lot 310	445	445
Lot 311	445	445
Lot 401	705	705
Lot 402	360	360
Lot 403	490	490
Lot 404	490	490
Lot 405	360	360
Total	**20180.00**	**20180.00**

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/02/2023 01:23:13 PM

OWNERS CORPORATION 2
PLAN NO. PS512432Q

The land in PS512432Q is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1 - 9, 101 - 112, 201 - 212, 301 - 311, 401 - 405.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH521861G 14/10/2010

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. PS512432Q 26/11/2004

Additional Owners Corporation Information:
NIL

Notations:
Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	285	285
Lot 2	310	310
Lot 3	310	310
Lot 4	310	310
Lot 5	310	310

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: 10/02/2023 01:23:13 PM

OWNERS CORPORATION 2
PLAN NO. PS512432Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	430	430
Lot 7	395	395
Lot 8	395	395
Lot 9	430	430
Lot 101	425	425
Lot 102	390	390
Lot 103	390	390
Lot 104	435	435
Lot 105	320	320
Lot 106	330	330
Lot 107	320	320
Lot 108	325	325
Lot 109	435	435
Lot 110	390	390
Lot 111	390	390
Lot 112	435	435
Lot 201	425	425
Lot 202	390	390
Lot 203	390	390
Lot 204	435	435
Lot 205	320	320
Lot 206	330	330
Lot 207	320	320
Lot 208	325	325
Lot 209	435	435
Lot 210	390	390
Lot 211	390	390
Lot 212	435	435
Lot 301	430	430

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: 10/02/2023 01:23:13 PM

OWNERS CORPORATION 2
PLAN NO. PS512432Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 302	395	395
Lot 303	395	395
Lot 304	440	440
Lot 305	325	325
Lot 306	335	335
Lot 307	325	325
Lot 308	330	330
Lot 309	445	445
Lot 310	445	445
Lot 311	445	445
Lot 401	705	705
Lot 402	360	360
Lot 403	490	490
Lot 404	490	490
Lot 405	360	360
Total	**19060.00**	**19060.00**

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

From www.planning.vic.gov.au at 10 February 2023 01:40 PM

PROPERTY DETAILS

Address:	**308/151 BURWOOD ROAD HAWTHORN 3122**
Lot and Plan Number:	**Lot 308 PS512432**
Standard Parcel Identifier (SPI):	**308\PS512432**
Local Government Area (Council):	**BOROONDARA** www.boroondara.vic.gov.au
Council Property Number:	**534660**
Planning Scheme:	**Boroondara** Planning Scheme - Boroondara
Directory Reference:	**Melway 45 B10**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**HAWTHORN**

OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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

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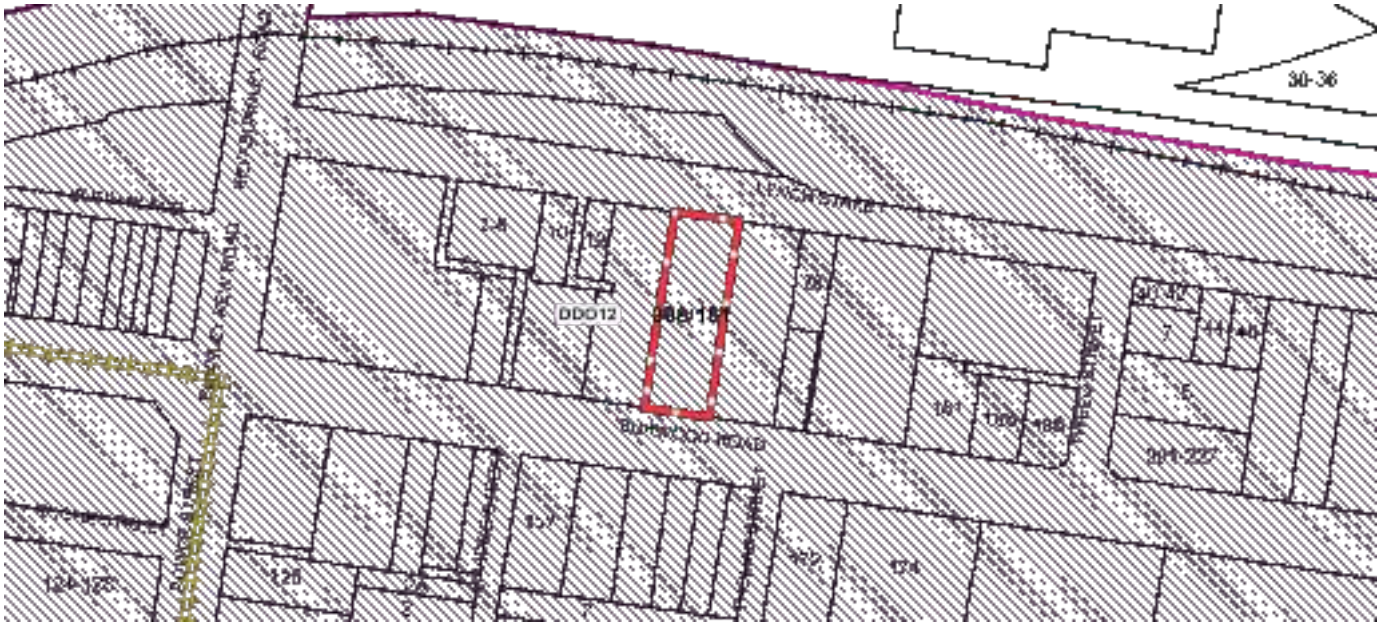
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 (DDO12)



0 65 m

DDO - Design and Development Overlay **Railway line** **Tram line**

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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



0 65 m

EAO - Environmental Audit Overlay **Railway line** **Tram line**

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

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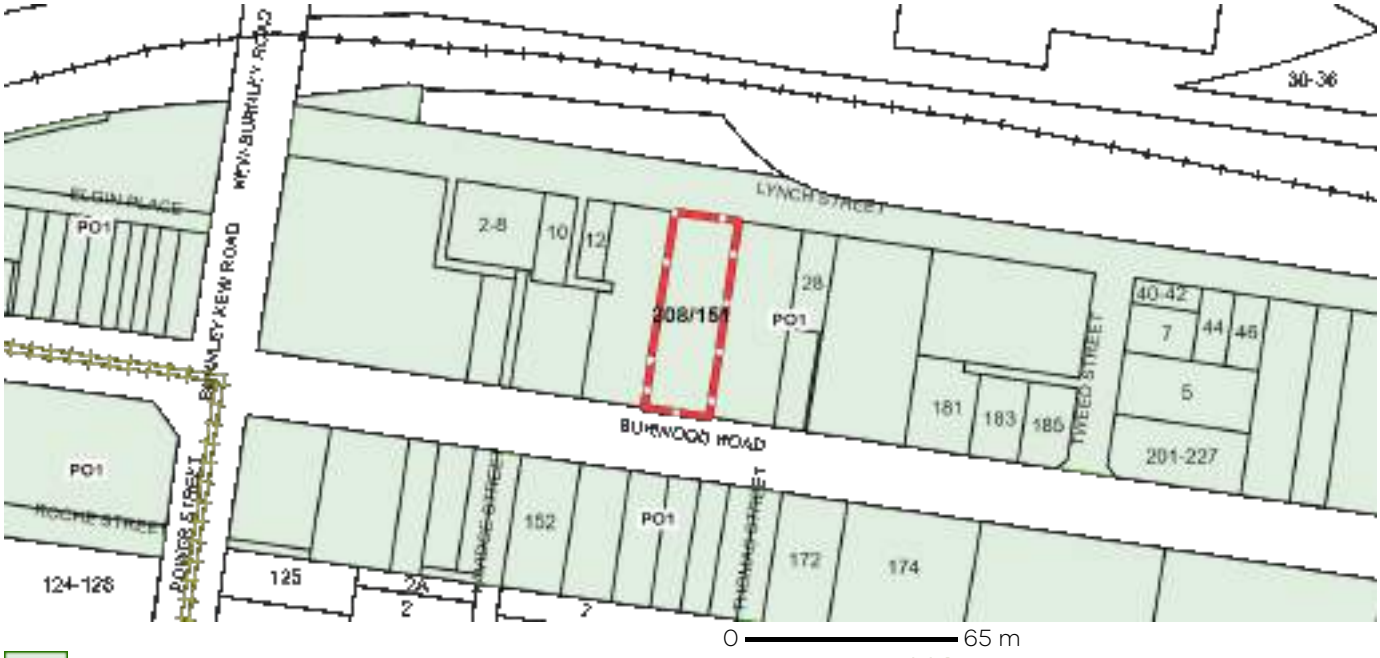
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking Overlay | Railway line | Tram line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



HO - Heritage Overlay | SBO - Special Building Overlay | Railway line | Tram line

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 8 February 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

From www.planning.vic.gov.au at 10 February 2023 01:39 PM

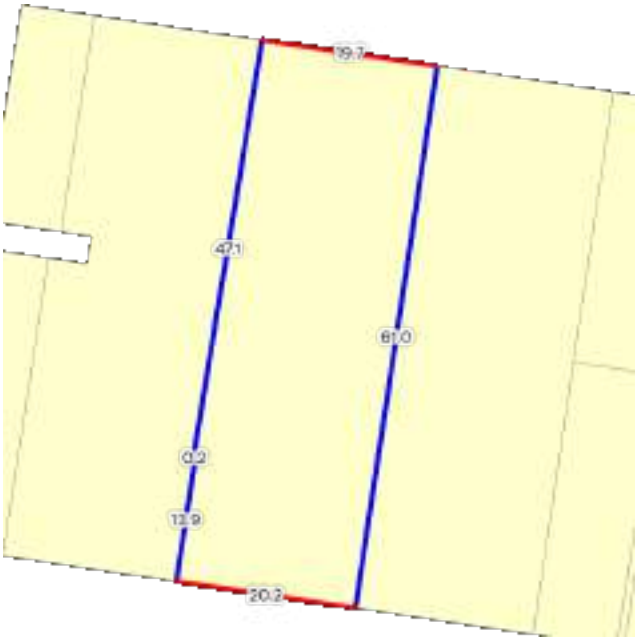
PROPERTY DETAILS

Address:	**308/151 BURWOOD ROAD HAWTHORN 3122**
Lot and Plan Number:	**Lot 308 PS512432**
Standard Parcel Identifier (SPI):	**308\PS512432**
Local Government Area (Council):	**BOROONDARA** www.boroondara.vic.gov.au
Council Property Number:	**534660**
Directory Reference:	**Melway 45 B10**

Note: There are 51 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: 1224 sq. m
Perimeter: 162 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**HAWTHORN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

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

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PROPERTY REPORT

Area Map



Selected Property Railway line Tram line

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Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	45 8372 0000
Invoice number	4586 0235 34474
Issue date	25 Jan 2023

Tax Invoice Yarra Valley Water ABN 93 066 902 501

S22703-001 000961(1929) R

MR M LENNOX
9 MONTY CT
ROSEBUD VIC 3939

Amount due	Due date
$157.73	**15 Feb 2023**

Summary

UNIT 308 151 BURWOOD RD, HAWTHORN

Property Number 1629 079, PS 512432

Product/Service	**Amount**
Water Supply System Charge	$19.47
Sewerage System Charge	$111.22
Yarra Valley Water Total	**$130.69**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$27.04
TOTAL (GST does not apply)	**$157.73**

No water usage has been charged on this account.

Payment summary

Last Account	$161.24
Paid/Adjusted	-$161.24
Balance	$0.00
Total this Account	+$157.73
Total Balance	**$157.73**

SH678 4469

13/2/23 PAID ✓

Yarra Valley Water

How to pay

*3042 458602353447 4

Direct Debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **458361087**

BPAY®
Biller code: **344366**
Ref: **458 3720 0003**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Credit card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **4586 0235 34474**

MR M LENNOX

Account number	45 8372 0000
Invoice number	4586 0235 34474
Total due	**$157.73**
Due date	**15 Feb 2023**
Amount paid	$

LR

BOROONDARA
City of Harmony

Email: boroondara@boroondara.vic.gov.au
Website: www.boroondara.vic.gov.au
Telephone: 9278 4444
ABN: 83 441 314 965

Annual valuation and rate instalment reminder notice

1 July 2022 to 30 June 2023

Mr MS Lennox
9 Monty Ct
ROSEBUD VIC 3939

032
I010980
R2_3371

Property number	534660
Issue date	30/01/2023
Reference number	07263288
Date rates declared	27/06/2022
Capital improved value	$370,000
Site value	$90,000
Net annual value	$18,500
Ward	Glenferrie

PROPERTY LOCATION
308/151 Burwood Road,
HAWTHORN VIC 3122

AVPCC (see reverse for definition)
125-Strata Unit or Flat

3rd instalment due 28th February 2023

Due: $181.00

PAID 23/2/23 545547824

Methods of payment

Direct Debit
Have your rates paid automatically from your nominated cheque or savings account monthly, quarterly or annually. Complete the form at **www.boroondara.vic.gov.au/rates** or call **9278 4444**.
Note: credit cards not accepted.

Australia Post
Pay in-store at Australia Post. Payment can be made in cash, by EFTPOS or by credit card (Visa, Mastercard or Amex). Quote the Billpay Code and Reference number shown on the front of the notice.
Note: credit card surcharge will apply.

BPAY®
Contact your participating financial institution to make a payment through BPAY®. Quote Biller Code and your reference number. More information: **www.bpay.com.au**

Mail
Detach the perforated section of this notice and mail to City of Boroondara with your cheque or money order made payable and crossed not negotiable:
City of Boroondara
PO Box 14608
Melbourne VIC 8001

Telephone
Call **1300 722 151** and follow the prompts to make secure payments.
Note: credit card surcharge will apply.

Online
Secure online payments can be made at **www.boroondara.vic.gov.au/rates**.
Note: credit card surcharge will apply.

In person
Visit the customer service counter at 8 Inglesby Road, Camberwell Victoria 3124. Opening hours are Monday to Friday, 8am to 5:15pm.

Penalty interest: Late payments will be charged at 10% interest per annum.
Please refer to the back of the notice for more information.

Payments may not be shown on this notice if they were made on or after: 23/01/2023

To register for email notices: **boroondara.enotices.com.au**
Reference No: **DAE721A6AL**

BOROONDARA
City of Harmony

Ratepayer Mr MS Lennox
Property address 308/151 Burwood Road, HAWTHORN VIC 3122
Property number 534660

Billpay Code: 0386
Reference No: 0726 3288

Biller Code: 93633
Reference No: 07263288

For Credit: **Boroondara City Council**

Transcode	User code	Customer reference number
831	066680	07263288

Date

POST billpay
*38607263288001810 0
07263288
00000181.00

Plan of Subdivision No. PS512432Q OC 1

ABN 91 972 284 706
308/151-155 BURWOOD ROAD HAWTHORN VIC 3122

Managed by Victoria Body Corporate Services Pty Ltd. ABN 85 007 034 522 on behalf of the Owners Corporation

t. +61 3 8531 8175
e. levies@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1, 204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

VBCS

TAX INVOICE

Owners Corporation Fee Notice

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporations Rules

Description of Fee/Charge/Interest/Arrears

MR M LENNOX
9 Monty Ct
ROSEBUD VIC 3939

Linked

Date of Notice		25 November 2022	
A/c No		308	
Lot No	308	Unit No	308

Account	Period	Due Date	Amount
Admin Fund	01/01/23 to 31/03/23	**01/01/2023**	$638.17
Maintenance Fund	01/01/23 to 31/03/23	**01/01/2023**	$73.59
Payments in Advance			($15.00)

5 4627 1536
29/11/22 ? : √
Thx Kathy !

Totals	(Levies include GST)	**$696.76**

GST component on levies of $647.05 is $64.71

Interest at the rate of 10.00% per annum is payable on overdue Levies.

The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). The rate is subject to change. Payment must be made within 28 days after the date of this notice. See over for important information on fees and charges and account summary.

Please make your cheque payable to The Owners Corporation, Plan of Subdivision No. PS512432Q OC 1

Teller stamp and initials

!! IMPORTANT NOTICE !! Renting out your apartment?
Victorian landlords now required by law to provide new tenants with rental disclosure statements
Order at: https://vbcs.com.au/rental-disclosure-statement/

Amount Paid
$
Date Paid
/ /

Tel: 1300 552 311
Ref: 1410 2681 1

Telephone: Call this number to pay by credit card using a land line or mobile phone. International: +613 8648 0158

www.stratamax.com.au
Ref: 1410 2681 1

Internet: Visit this website to make a secure credit card payment over the internet.

Tel: 1300 552 311
Ref: 1410 2681 1

Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at: www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.

STRATAPAY
A Smarter Way...

VISA

Account Reference
308/308 5124321000000308
Reference Name
LENNOX M

StrataPay Reference No.
1410 2681 1

Due Date
01 Jan 23

Amount
$696.76

BPAY Biller Code: 96503
Ref: 3019995833 1000 0003 089

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.

Post Billpay **In Person:** Pay in-store at Australia Post by cheque or EFTPOS

Mail: Send this payment with your cheque to:
DEFT, GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 512432
151-155 BURWOOD ROAD
HAWTHORN 3122

DEFT

DEFT Reference Number
3019995833 1000 0003 089

Managed by
VBCS PTY LTD
Account
OCP 512432
151-155 BURWOOD ROAD
HAWTHORN 3122

*496 301995833 10000003089

+301995833 11000000308< 000069676<3+

Plan of Subdivision No. PS512432Q OC 2

ABN 34 847 384 167
308/151-155 BURWOOD ROAD HAWTHORN VIC 3122

Managed by Victoria Body Corporate Services Pty Ltd. ABN 85 007 034 522 on behalf of the Owners Corporation

t. +61 3 8531 8175
e. levies@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1, 204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

VBCS

Owners Corporation Fee Notice

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2007 and Owners Corporations Rules

Description of Fee/Charge/Interest/Arrears

MR M LENNOX
9 Monty Ct
ROSEBUD VIC 3939

Linked

Date of Notice		25 November 2022	
A/c No		308	
Lot No	308	Unit No	308

Account	Period	Due Date	Amount
Admin Fund	01/01/23 to 31/03/23	01/01/2023	$182.84

$ 4623 1423
29/12/22

Totals	$182.84

Interest at the rate of 10.00% per annum is payable on overdue Levies.

The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). The rate is subject to change. Payment must be made within 28 days after the date of this notice. See over for important information on fees and charges and account summary.

Please make your cheque payable to The Owners Corporation, Plan of Subdivision No. PS512432Q OC 2

Teller stamp and initials

!! IMPORTANT NOTICE !! Renting out your apartment?
Victorian landlords now required by law to provide new tenants with rental disclosure statements
Order at: https://vbcs.com.au/rental-disclosure-statement/

Amount Paid
$
Date Paid
/ /

Tel: 1300 552 311
Ref: 1410 8828 7
Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158

www.stratamax.com.au
Ref: 1410 8828 7
Internet: Visit this website to make a secure credit card payment over the internet.

Tel: 1300 552 311
Ref: 1410 8828 7
Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.

STRATAPAY
A Smarter Way...

VISA

Account Reference
308/308 88426/1000000308
Reference Name
LENNOX M

StrataPay Reference No.
1410 8828 7

Due Date
01 Jan 23

Amount
$182.84

BPAY Biller Code: 96803
Ref: 301985180 1000 0003 089
BPay: Contact your participating financial institution to make a payment from your cheque or savings account.

Post BillPay **In Person:** Pay in-store at Australia Post by cheque or EFTPOS

Mail: Send this payment with your cheque to:
DEFT, GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 88426
151-155 BURWOOD ROAD
HAWTHORN 3122

DEFT

DEFT Reference Number
301985180 1000 0003 089

Managed by
VBCS PTY LTD
Account
OCP 88426
151-155 BURWOOD ROAD
HAWTHORN 3122

*496 301985180 10000003089

+301985180 11000000308< 000018284<3+

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. PS512432Q OC 1

ABN 91 972 284 706

STATEMENT

MR M LENNOX
9 Monty Ct
ROSEBUD VIC 3939

Transfer Date:
01/07/13

-

Linked

Statement Period			
01 Jan 22 to 10 Feb 23			
A/c No	308	Lot No	308
Page Number	1 of 2	Unit No	308

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			711.76	-711.76
01/01/22	Admin Fund	01/01/22 To 31/03/22	I0011646	638.17		-73.59
01/01/22	Maintenance Fund	01/01/22 To 31/03/22	I0011703	73.59		0.00
03/03/22	Admin Fund	01/04/22 To 30/06/22	I0011760	638.17		638.17
03/03/22	Maintenance Fund	01/04/22 To 30/06/22	I0011817	73.59		711.76
19/04/22	Other	Arrears Notice Fee	M0010874	27.50		739.26
20/04/22	Receipt	Admin Fund	R0011633		638.17	101.09
20/04/22	Receipt	Maintenance Fund	RA011633		73.59	27.50
20/04/22	Receipt	Other	RB011633		27.50	0.00
04/06/22	Admin Fund	01/07/22 To 30/09/22	I0011874	638.17		638.17
04/06/22	Maintenance Fund	01/07/22 To 30/09/22	I0011931	73.59		711.76
27/06/22	Receipt	Admin Fund	R0011662		638.17	73.59
27/06/22	Receipt	Maintenance Fund	RA011662		73.59	0.00
15/07/22	Other	Owner's Tax Year Rep	M0010894	15.00		15.00
20/08/22	Admin Fund	01/10/22 To 31/12/22	I0012045	638.17		653.17
20/08/22	Maintenance Fund	01/10/22 To 31/12/22	I0012102	73.59		726.76
15/09/22	Other	Key/Swipe/Remote	M0010916	162.50		889.26
20/09/22	Receipt	Admin Fund	R0011721		177.50	711.76
More details on next page...				$3,052.04	$2,340.28	$711.76

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	**$161.30**
0.00	0.00	0.00	161.30	0.00	Date Paid	Amount Paid

Tel: 1300 552 311
Ref: 1410 2681 1
Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158

www.stratamax.com.au
Ref: 1410 2681 1
Internet: Visit this website to make a secure credit card payment over the internet.

Tel: 1300 552 311
Ref: 1410 2681 1
Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.

BPAY Biller Code: 96503
Ref: 301995833 1000 0003 089
BPay: Contact your participating financial institution to make a payment from your cheque or savings account.

Post Billpay In Person: Pay in-store at Australia Post by cheque or EFTPOS

Mail: Send this payment with your cheque to:
DEFT,GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 512432
151-155 BURWOOD ROAD
HAWTHORN 3122

STRATAPAY A Smarter Way...
VISA

Account Reference
308/308 512432/1000000308
Reference Name
MR M LENNOX

DEFT

DEFT Reference Number
301995833 1000 0003 089

StrataPay Reference No.
1410 2681 1

Due Date

Amount
$161.30

Managed by
VBCS PTY LTD
Account
OCP 512432
151-155 BURWOOD ROAD
HAWTHORN 3122

*496 301995833 10000003089

+301995833 10000003089< 000016130<3+

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. PS512432Q OC 1

STATEMENT

MR M LENNOX
9 Monty Ct
ROSEBUD VIC 3939

Statement Period			
01 Jan 22 to 10 Feb 23			
A/c No	308	Lot No	308
Page Number	2 of 2		

-

Linked

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		3,052.04	2,340.28	711.76
21/09/22	Special Levy - Admin	19/10/22	I0012159	294.35		1,006.11
28/09/22	Receipt	Admin Fund	R0011742		460.67	545.44
28/09/22	Receipt	Special Levy - Admin	RA011742		192.50	352.94
28/09/22	Receipt	Maintenance Fund	RB011742		73.59	279.35
14/10/22	Receipt	Admin Fund	R0011778		15.00	264.35
14/10/22	Receipt	Special Levy - Admin	RA011778		101.85	162.50
14/10/22	Receipt	Other	RB011778		177.50	-15.00
25/11/22	Admin Fund	01/01/23 To 31/03/23	I0012216	638.17		623.17
25/11/22	Maintenance Fund	01/01/23 To 31/03/23	I0012273	73.59		696.76
29/11/22	Receipt	Admin Fund	R0011811		623.17	73.59
29/11/22	Receipt	Maintenance Fund	RA011811		73.59	0.00
28/01/23	Other	Key/Swipe/Remote	M0010950	161.30		161.30
				$4,219.45	$4,058.15	$161.30

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

10 February 2023

LINK WEST CONVEYANCING
7 MALLINA GLEN
TARNEIT VIC 3029

PLAN OF SUBDIVISION NO. 512432
151-155 BURWOOD ROAD (OC 2), HAWTHORN 3122
LOT NO: 308
UNIT NO: 308

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

• to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
• to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully
VICTORIA BODY CORPORATE SERVICES PTY LTD



MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8100
Direct Email : occert@vbcs.com.au

Victoria

OWNERS CORPORATIONS CERTIFICATE

Owners Corporations Act 2006 (Section 151)

Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation: OCP 512432(2) OUR REF:88426
151-155 Burwood Road (oc 2)
Hawthorn
3122

Plan Number: 512432

Vendor: MR M LENNOX

Reference:

This certificate is issued for Lot 308 on Plan Number 512432 Lot Liability 330 Lot Entitlement 330
the postal address of which is: 308/151-155 BURWOOD ROAD,HAWTHORN VIC 3122

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

Description	Amount	Due Date	Date Paid	Notice Date
01/01/23 to 31/03/23	182.84	01/01/23	29/12/22	25/11/22
01/04/23 to 30/06/23	182.84	01/04/23		
01/07/23 to 30/09/23	182.84	01/07/23		
01/10/23 to 31/12/23	182.84	01/10/23		

Regulation 16(b)
The Administration Fund fees are paid up until 31/03/23
Amount unpaid including billed not yet due Nil

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

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

Description	Amount	Due Date	Date Paid	Notice Date

Regulation 16(b)
The Maintenance Fund fees are paid up until
Amount unpaid including billed not yet due Nil

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

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

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees (Credit shown with -) Nil

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

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees (Credit shown with -) Nil

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 308 On Plan Number 512432

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $0.00)	Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $36,688.79

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: jtudor@vbcs.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters See Attached 'OTHER MATTERS'

Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 308 On Plan Number 512432



The Common Seal of Owners Corporation 151-155 BURWOOD RD 512432(2) PLAN OF SUBDIVISION NO. PS512432Q OC 2 was affixed on 10 February 2023 and witnessed by and in the presence of VBCS PTY LTD by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.

Dated: 10 February 2023

Owners Corporation Manager
Dianna Butler

INSURANCE DETAILS

OCP 512432(2) OUR REF:88426

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING					0.00

Item 10 - Non-Budget Items

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE OWNERS CORPORATION MAY BE REQUIRED TO MEET PART OF THE COST OF REMEDIAL WORKS FOR WATER LEAKS THROUGHOUT THE BUILDING TO COMMON PROPERTY. TO DATE THE OWNERS CORPORATION HAS NOT RESOLVED TO UNDERTAKE THE WORK AND NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/12/23 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

Item 11 - Common Property Affected

FOR CONTRACTS REFER ATTACHED SHEET.

Item 22 - Other Matters

RULES APPLY (ATTACHED)

INSURANCE REFER OWNERS CORPORATION 1

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION

VBCS | Building Smarter Communities

VICTORIA BODY CORPORATE SERVICES

INTERIM DECISIONS OF
ANNUAL GENERAL MEETING

OWNERS CORPORATION 2 PLAN NO. 512432

AT 151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122

Prepared by: Jake Tudor
Phone: 03 8531 8138
Email: jtudor@vbcs.com.au
Date of Meeting: 16 February 2022

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation 2 Plan No: 512432
Address: 151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122
Held: via Teleconference/Video Conference
Date: 16 February 2022 at 06:00 PM

PRESENT:

Name	Unit
Luke Doolan	1
Henry Cresswell	5
Maduma Kumaranathan	6
Christine Huynh	8
Kenneth Heard	9
Dimitra Zotos	104
William Bass	105
Andrea Pianella	107
Ruth Cornell	108
Elizabeth Sarkady	111
Kate Crawford	207
John Peberdy	210
Paul Dryburgh	304
Emma Hultgren	307
Mark Lennox	308
Brendan Coulton	401
Geoffrey Houghton	402

IN ATTENDANCE: Jake Tudor, Victoria Body Corporate Services

Motion 1.	***Chairperson for the Meeting***	***Ordinary Resolution***
IT WAS RESOLVED THAT Jake Tudor be appointed to act as the Chairperson of the Meeting.		

Motion 2.	***Minutes***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 7th of July 2021 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	***Financial Statements & Position***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/12/21 be adopted.		

Motion 4.	***Annual Budget & Contributions***	***Ordinary Resolution***

IT WAS RESOLVED THAT pursuant to Section 23 of the Owners Corporations Act 2006, an amount of $42,241.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation.

This Fund is to remain in force until the next Annual General Meeting.

This amount is comprised of:

Administration:	$42,241.00
Maintenance/Sinking:	$0.00
Total:	$42,241.00

Motion 5.	***Fees Due***	***Ordinary Resolution***

IT WAS RESOLVED THAT pursuant to section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices Quarterly, commencing on the 1st of January and that the Date of Notice will be the production date of that notice.

Motion 6.	***Management of Levy Arrears***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the Owners Corporations Act 2006 (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;

   Important Note:
   The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the *Owners Corporations Act 2006*, the *Owners Corporation Regulations 2007* or the Owners Corporation Rules

2. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
4. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and
6. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

Motion 7.	***Delegation to Manager***	***Ordinary Resolution***

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

Motion 8.	***Approved Minor Works***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than $1,000.00 without obtaining the prior approval of the Owners Corporation.		

Item 9.	***Committee Report***	
A copy of the Committee Report & Building Remediation Report is attached to OC1 AGM Minutes.		

Motion 10.	***Delegation to Committee/Chairperson***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the *Owners Corporations Act 2006* with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting or the appointment or termination of a Manager.		

Motion 11.	***Election of Committee***

Election of Ordinary Member

IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.

IT WAS FURTHER RESOLVED THAT the Committee be capped at ten (10) members.

Name	**Unit**	**Details**
Henry Cresswell	5	
Maduma Kumaranathan	6	
Kenneth Heard	9	
Brendan Coulton	17	
Dimitra Zotos	104	
Ruth Cornell	108	
Elizabeth Sarkady	111	
Kate Crawford	207	
Emma Hultgren	307	
Geoffrey Houghton	402	

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 07:32 PM



_____

Jake Tudor
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 16 February 2022

OWNERS CORPORATION 2 PLAN NO. 512432
151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122

Schedule of Fees

Lot No.	01/01/22 to 31/03/22 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22	01/01/23 to 31/03/23
1	$157.91	$157.91
2	$171.76	$171.76
3	$171.76	$171.76
4	$171.76	$171.76
5	$171.76	$171.76
6	$238.24	$238.24
7	$218.85	$218.85
8	$218.85	$218.85
9	$238.24	$238.24
101	$235.47	$235.47
102	$216.08	$216.08
103	$216.08	$216.08
104	$241.01	$241.01
105	$177.30	$177.30
106	$182.84	$182.84
107	$177.30	$177.30
108	$180.07	$180.07
109	$241.01	$241.01
110	$216.08	$216.08
111	$216.08	$216.08
112	$241.01	$241.01
201	$235.47	$235.47
202	$216.08	$216.08
203	$216.08	$216.08
204	$241.01	$241.01
205	$177.30	$177.30
206	$182.84	$182.84
207	$177.30	$177.30
208	$180.07	$180.07
209	$241.01	$241.01
210	$216.08	$216.08
211	$216.08	$216.08
212	$241.01	$241.01
301	$238.24	$238.24
302	$218.85	$218.85
303	$218.85	$218.85
304	$243.78	$243.78
305	$180.07	$180.07
306	$185.61	$185.61
307	$180.07	$180.07
308	$182.84	$182.84
309	$246.55	$246.55
310	$246.55	$246.55
311	$246.55	$246.55
401	$390.61	$390.61
402	$199.46	$199.46
403	$271.49	$271.49
404	$271.49	$271.49
405	$199.46	$199.46
TOTAL	$10,560.26	$10,560.26

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

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

(1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of subsection (4).

(4) Interim resolutions become resolutions of the owners corporation—

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.

2. Most Service Companies are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
   The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
   The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

   Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

   Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

   Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

   For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the Committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

How can I access the portal?

1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
3) Enter your "Password" that has been sent to you by mail.
4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".
On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au

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Application to register a plan of subdivision not related to acquisition by an acquiring authority

Subdivision Act 1988

Reg 38(1)(b), **Subdivision (Procedures) Regulations 2000**

PS512432Q

15/10/2004 $5385 PS

OFFICE OF TITLES B P G. VICTORIA

Form 10

Lodged by:

Name: **MIDDLETONS LAWYERS**

Phone: (613) 9205 2000

Address: Level 29, 200 Queen Street, Melbourne

Ref: SZH.1740981

Customer Code: 1255H

DPS5124320-1-5

To the Registrar

Plan No. PS512432Q

This is an application by the registered proprietor/owner of the land in the plan PS512432Q for registration of the plan.

1. Applicant: *(full name and address including postcode)*

SMA BUILDING PTY LTD (ACN 086 815 465) of 31 Regent Street, Prahran, 3181

2. Land: *(insert volume and folio references or other land description as necessary of all land in the plan)*

The whole of the land more particularly described in Certificate of Title Volume 10231 Folio 569

3. Municipal district in which land is located: *(insert name of Council and address of municipal office)*

City of Boroondara

Date: 12-11-04

Signed:

Justin Thomas Greening Lethlean
MIDDLETONS LAWYERS
Current Practitioner under the *Legal Practice Act* 1996
for the Applicant

Note 1: Consents of all mortgagees annuitants lessees sub-lessees and caveators as required by section 22(1) of the **Subdivision Act 1988** must be endorsed on this application or produced with this application. If every consent is not endorsed or produced then an application under section 22(1B) of the **Subdivision Act 1988** must accompany this application (see Form 11).

Note 2: If easements or restrictions are created varied or removed by this plan the supporting documents referred to in section 6(1)(j) or (k) of the **Subdivision Act 1988** or regulation 39(3) of the Subdivision (Procedures) Regulations 2000 must be produced to the Registrar.

Note 3. This form is also to be used by the applicants acting under section 32A of the **Subdivision Act 1988** Any applications under section 32 of the **Subdivision Act 1988** must be made on Form 16.

CONSENT OF MORTGAGEE

NATIONAL AUSTRALIA BANK LIMITED as Mortgagee under Mortgage No. AC007992C secured over Certificate of Title Volume 10231 Folio 569 hereby consents to the within Application to Register Plan of Subdivision PS512432Q

Please register the within Application and on completion issue new Certificates of Title to National Australia Bank

Dated the EIGHTH day of NOVEMBER 2004

(sealing clause of NAB)

Executed by National Australia Bank Limited by being signed, sealed and delivered in Victoria by its Attorney CLINTON THOMAS TILLEY under Power of Attorney dated 28/02/1991 (a certified copy of which is filed in Permanent Order Book 277 at Page 3) who declares that he/she holds the office in the Bank indicated under his/her signature in the presence of:

(please insert order to register)

(MANAGER 2000)

ADAM SPICER

PS512432Q-2-3

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN

BODY CORPORATE RULES - UNLIMITED

Body Corporate No. 1

1. DEFINITIONS

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No. PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or

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persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

3.1.2 obstruct the lawful use of common property by any person

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property

4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

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5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the **basement car park lobby**..

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corprorate.

7.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

7.6 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

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8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property,

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and.

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. CONSENT OF BODY CORPORATE

14.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. COMPLAINTS AND APPLICATIONS

15.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

16. VEHICLES ON COMMON PROPERTY

16.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

16.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served

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17. STORAGE OF BICYCLES

17.1 A proprietor or occupier of a lot must not:

17.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent for such purpose and fitted with bicycle racks from time to time;

17.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

18. INSURANCE PREMIUMS

18.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

19. FIRE CONTROL

19.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

19.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

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

20 SIGNS, BLINDS AND AWNINGS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

20.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time.

20.3 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the body corporate.

20.4 Nothing in rule 20, prohibits the proprietor or occupier of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:

(a) is only for the purposes of identifying the business carried on from the lot and the hours of operation of the business; and

(b) does not exceed 420mm in width and 297mm in height; and

(c) complies with the requirements of all relevant authorities.

21. APPEARANCE OF A LOT

21.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

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21.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

21.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

21.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

21.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;

21.1.5 install or operate any intruder alarm which emits an audible signal;

21.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change, and

21.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

21.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate.

21.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

22. PAINTING, FINISHING, ETC

22.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

23. CLOTHES DRYING AND APPEARANCE OF A LOT

23.1 A proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

23.2 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

24. COMPLIANCE WITH RULES BY INVITEES

24.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

24.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

25. COMPLIANCE WITH LAWS

25.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense

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promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

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

26. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

26.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

26.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

27. VEHICLES ON COMMON PROPERTY

27.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

27.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

27.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

27.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

27.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

27.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

27.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than 125 Ormond Road, Elwood.

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28 BUILDING WORKS

28.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

28.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

28.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

28.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

28.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

28.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors, and

28.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

28.2.4 Pays such reasonable costs to the body corporate;

28.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

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28.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

28.4.1 building materials must not be stacked or stored in the front side or rear of the Building.

28.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

28.4.3 construction work must comply with all laws of the relevant Government Agencies;

28.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

28.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

28.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must.

28.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and

28.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

28.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

28.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

28.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

29 CONDUCT OF MEETING

29.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

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30 SELLING AND LEASING

30.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

31 USE OF APPURTENANCES

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

32 INFECTIOUS DISEASES

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

33 ACCESS TO LOTS

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

34 COMMERCIAL AREA

34.1 Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:

34.1.1 take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;

34.1.2 avoid unnecessary noise when filling bins;

34.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean,

34.1.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

34.1.5 store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property;

34.1.6 complies with all health, noise and other regulations in carrying on the business from the lot; and

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34.1.7 not carry on the business (nor allow access to the lot for cleaning) outside the hours of 7:00am and 11:00pm on weekdays and 7:00am and 12:00 midnight on weekends.

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN

BODY CORPORATE RULES – LIMITED

Body Corporate No. 2

1. DEFINITIONS

In these rules

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No.PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing, and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the

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PS512432Q

body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

2.2 A proprietor or occupier of a lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property, or

3.1.2 obstruct the lawful use of common property by any person.

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, pool and gymnasium forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

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4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the basement car park lobby.

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating, ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate

7.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the written consent of the body corporate. .

7.6 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate

7.7 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate,

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. STORAGE OF FLAMMABLE LIQUIDS

14.1 A proprietor or occupier of a lot must not:

14.1.1 except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in connection with the Serviced Apartment Operation or in the fuel tank of a motor vehicle; or

14.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15. PETS AND ANIMALS

15.1 A proprietor or occupier of a lot must not keep any animal on a lot affected by the body corporate after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

15.2 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

15.3 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

15.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool, sauna and gym area and the garden area. A proprietor or occupier of a

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lot must ensure that animals enter and leave the property through the carpark entrance or firestairs and not through the main entrance lobby unless carried.

16. CONSENT OF BODY CORPORATE

16.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent

17. COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

18.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

18.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

18.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

18.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than at 151-155 Burwood Road, Hawthorn.

19. STORAGE OF BICYCLES

19.1 A proprietor or occupier of a lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent

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for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

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

22. SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

22.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time

22.3 A proprietor or occupier of a lot must not install or permit the installation on or to any part of the common property any awnings other than as approved by the body corporate.

23. APPEARANCE OF A LOT

23.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

23.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building,

23.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

23.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

23.1.4 without the prior written consent of the body corporate attach to or hang from

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the exterior of the lot any aerial or any security device or wires;

23.1.5 install or operate any intruder alarm which emits an audible signal;

23.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

23.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate on their balcony.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

24. PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25. CLOTHES DRYING AND APPEARANCE OF A LOT

25.1 A proprietor or occupier of a lot must not place any washing, towel, bedding clothing or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.2 A proprietor or occupier of a lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the lot without the consent of the body corporate.

25.3 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

26.3 A contractor shall enter and exit through the basement only

27. COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of

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a lot or their representative invitees.

28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

28.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

28.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

29 BUILDING WORKS

29.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

29.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

29.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

29.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

29.2.4 Pays such reasonable costs to the body corporate;

29.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the

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method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

29.4.3 construction work must comply with all laws of the relevant Government Agencies;

29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property

29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

29.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate, and

29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

29.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

29.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

PS512432Q

30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31 SELLING AND LEASING

31.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

32 RESIDENTS MOVING IN OR VACATING

32.1 Residents intending to move furniture in or out must not:

32.1.1 do so without notifying the Managing Agent at least 48 hours prior to the proposed move and receiving approval from the Managing Agent for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

32.1.2 do so on a Sunday or if on a Saturday without paying the fee set by the body corporate for the overtime attendance of the Managing Agent or other overtime costs

32.1.3 commence operations until the fee prescribed in 32.1.2 above is paid to the body corporate

32.2 Residents moving furniture in or out at any time must not:

32.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Managing Agent.

32.2.2 permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the ground floor foyer.

32.2.3 permit any vehicles to restrict access to the car park.

32.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

32.2.5 place any furniture or items in a lift other than that specified by the Managing Agent and notwithstanding 32.1.3 until protective covers have been placed in the lift by the Managing Agent.

32.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

32.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Managing Agent will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly

32.2.8 conduct the operation in other than a quick and timely manner

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

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.

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.

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.

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

(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**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

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t. +61 3 8531 8100
e. vbcs@vbcs.com.au
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Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

10 February 2023

LINK WEST CONVEYANCING
7 MALLINA GLEN
TARNEIT VIC 3029

PLAN OF SUBDIVISION NO. PS512432Q OC 1
151-155 BURWOOD ROAD, HAWTHORN 3122
LOT NO: 308
UNIT NO: 308

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

(1) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

(2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

• to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
• to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully
VICTORIA BODY CORPORATE SERVICES PTY LTD



MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8100
Direct Email : occert@vbcs.com.au

Victoria

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation: NEXT APARTMENTS, 151-155 BURWOOD ROAD
151-155 Burwood Road
Hawthorn
3122

Plan Number: PS512432Q OC 1

Vendor Reference: MR M LENNOX

This certificate is issued for Lot 308 on Plan Number PS512432Q OC 1 Lot Liability 330 Lot Entitlement 330
the postal address of which is: 308/151-155 BURWOOD ROAD,HAWTHORN VIC 3122

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

Description	Amount	Due Date	Date Paid	Notice Date
01/01/23 to 31/03/23	638.17	01/01/23	29/11/22	25/11/22
01/04/23 to 30/06/23	638.17	01/04/23		
01/07/23 to 30/09/23	638.17	01/07/23		
01/10/23 to 31/12/23	638.17	01/10/23		

Regulation 16(b)
The Administration Fund fees are paid up until 31/03/23
Amount unpaid including billed not yet due Nil

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

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

Description	Amount	Due Date	Date Paid	Notice Date
01/01/23 to 31/03/23	73.59	01/01/23	29/11/22	25/11/22
01/04/23 to 30/06/23	73.59	01/04/23		
01/07/23 to 30/09/23	73.59	01/07/23		
01/10/23 to 31/12/23	73.59	01/10/23		

Regulation 16(b)
The Maintenance Fund fees are paid up until 31/03/23
Amount unpaid including billed not yet due Nil

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

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

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

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees (Credit shown with -) Nil

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

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees (Credit shown with -) Nil

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid
Other		161.30		161.30

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 308 On Plan Number PS512432Q OC 1

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	$161.30
Interest	Nil
Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $161.30)	$161.30

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: See Attached 'CHARGES FOR ADDITIONAL WORK'

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $103,530.65

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: See Attached 'COMMON PROPERTY AFFECTED'

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: See Attached 'PROCEEDINGS'

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
VBCS PTY LTD Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: jtudor@vbcs.com.au

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii) Regulation 16(p)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind: Nil

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters See Attached 'OTHER MATTERS'

Victoria

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 308 On Plan Number PS512432Q OC 1

OWNERS CORPORATION COMMON SEAL
Plan No. 512432

The Common Seal of Owners Corporation 151-155 BURWOOD ROAD PLAN OF SUBDIVISION NO. PS512432Q OC 1 was affixed on 10 February 2023 and witnessed by and in the presence of VBCS PTY LTD by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.

Dated: 10 February 2023

Owners Corporation Manager
Dianna Butler

INSURANCE DETAILS

NEXT APARTMENTS, 151-155 BURWOOD ROAD

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING	HU0040504	26,251,000	20/04/23	19/04/22	46,728.53
CHU	BODY CORPORATE BROKERS				
CONTENTS	HU0040504	262,509	20/04/23	19/04/22	
CHU	BODY CORPORATE BROKERS				
OFFICE BEARER	HU0040504	5,000,000	20/04/23	19/04/22	
CHU	BODY CORPORATE BROKERS				
PUBLIC LIABILITY	HU0040504	20,000,000	20/04/23	19/04/22	
CHU	BODY CORPORATE BROKERS				

Item 6 - Charges for Additional Work

A DIRECT CHARGE TO THE VENDOR FOR KEY/SWIPE/REMOTE IS OUTSTANDING IN THE SUM OF $161.30. SUCH AMOUNT IS INCLUDED IN THE UNPAID FEES AND CHARGES OF THE LOT.

Item 10 - Non-Budget Items

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE OWNERS CORPORATION MAY BE REQUIRED TO MEET PART OF THE COST OF REMEDIAL WORKS FOR WATER LEAKS THROUGHOUT THE BUILDING TO COMMON PROPERTY. A SPECIAL LEVY MAY BE REQUIRED. TO DATE THE OWNERS CORPORATION HAS NOT RESOLVED TO UNDERTAKE THE WORK. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/12/23 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

JANUARY 2020
REMEDIATION PROJECT - NEXT STEPS - REPAIR FOR DEFECTS
•SUMMARISE DURATEC PRICING OPTIONS TO PROVIDE A CLEAR PICTURE OF THE ESTIMATED PROJECT COST;
•CONSULT WITH TISHER LINER LAWYERS REGARDING WHERE WE ARE AT AND THE PROPOSED NEXT STEPS TO PROCEED WITH THE PROJECT;
•ISSUE CORRESPONDENCE TO LOT OWNERS WITH A PROJECT UPDATE, CONFIRMATION OF THE WORK WE BELIEVE IS REQUIRED TO THEIR PRIVATE LOT, APPROXIMATE COSTS OF COMMON PROPERTY AND PRIVATE LOT WORKS AND CONFIRMING A SPECIAL MEETING WILL BE CONVENED TO DISCUSS THE PROJECT AND ANSWER LOT OWNER QUESTIONS;
•AS PART OF THE CORRESPONDENCE, CONFIRM THAT WE WILL BE PURSUING A SPECIAL RESOLUTION (NOT AT THE MEETING BUT VIA A POSTAL BALLOT) TO COMPLETE THE COMMON PROPERTY WORK AND TO RAISE THE REQUIRED SPECIAL LEVIES;
•ALSO AS PART OF THE CORRESPONDENCE, REQUEST THAT LOT OWNERS CONFIRM THEIR CONSENT FOR THEIR PRIVATE LOT WORKS TO BE INCLUDED IN THE PROJECT AT THEIR COST (NOTING THAT SOME LOT OWNERS HAVE ALREADY SIGNED UP TO HAVE ANY DEFECTIVE PRIVATE LOT PROPERTY INCLUDED IN THE PROJECT AS PART OF THE INITIAL PROCEEDINGS);
•ONCE THE SPECIAL RESOLUTION HAS PASSED FOR THE COMMON PROPERTY WORKS AND ONCE WE CONFIRM WHICH PRIVATE LOT PROPERTY IS INCLUDED IN THE SCOPE, CONFIRM THE FINAL SCOPE WITH DURATEC AND GET FINAL PRICING;
•ONCE FINAL PRICING RECEIVED AND ACCEPTABLE, RAISE SPECIAL LEVIES, SIGN CONTRACT AND LOCK IN TIMING TO COMPLETE THE PROJECT.
TO DATE NO LEVY ACCOUNT HAS ISSUED.

2020:
COST ESTIMATES FOR REPAIRS WERE SENT TO ALL LOT OWNERS FOR BOTH COMMON AND PRIVATE PROPERTY WORKS. OWNERS WERE GIVEN THE OPPORTUNITY TO HAVE REPAIRS COMPLETED ON THEIR OWN OR THROUGH THE OC AS PART OF THE LARGER PROJECT. MOST OWNERS HAVE RESPONDED AND MAJORITY PROVIDED THEIR CONSENT TO INCLUDE PRIVATE PROPERTY WORKS IN THE LARGER PROJECT OF REPAIRS TO BE MANAGED BY THE OC, AND SAID THEY WOULD SUPPORT THE SPECIAL RESOLUTION FOR THE COMMON PROPERTY WORKS.

MARCH 2021:
*SELECT A PROJECT MANAGER TO OVERSEE THE PROJECT TO COMPLETION, CURRENTLY AWAITING PROPOSAL FROM DESIRED MANAGER.
*FINALISE THE PROJECT SCOPE. THIS IS COMPLETED; HOWEVER, WE WILL ALLOW THE NEW PROJECT MANAGER TO CONFIRM/CHECK THIS.
*SEND OUT THE SCOPE FOR FINAL PRICING FROM VENDORS.
*SELECT THE CONTRACTOR TO DO THE WORKS.

APRIL 2021:
*SEND OUT FINAL PRICING RECEIVED TO OWNERS.
*SEND OUT LETTER WITH SPECIAL RESOLUTION BALLOT FOR COMMON PROPERTY WORK SPECIAL LEVIES TO BE RAISED.
*SEND OUT LETTER FOR PAYMENT FOR PRIVATE PROPERTY WORKS.
*SIGN CONTRACT AND LOCK IN THE TIMING TO COMPLETE THE PROJECT.

PLEASE REFER TO THE AGM MINUTES HELD WEDNESDAY 7TH JULY 2021 AND ATTACHED COMMITTEE REPORT FOR FULL UPDATES ON REMEDIATION WORKS.

*****
SPECIAL LEVY STRUCK 21/09/22
$18,000.00 (incl. GST) FOR CLADDING/WATERPROOFING WORKS
1 INSTALLMENT
*****

Item 11 - Common Property Affected

FOR CONTRACTS REFER ATTACHED SHEET.

OWNERS CORPORATION LEASES 9 CARPARKS FROM SMA BUILDING P/L AT $1,800+GST PA FROM 2/12/04 ON 99 YR LEASE WITH CUMULATIVE ESCALATIONS OF 5% PA USED AS VISITOR CARPARKS DURING 6PM-7AM MON-SUN INCLUSIVE.

Item 14 - Proceedings

THE VCAT PROCEEDINGS CURRENTLY ON FOOT RELATE TO A CLAIM BY THE OC AGAINST LOT OWNERS SMA BUILDING PTY LTD FOR UNPAID LEVIES, AND COUNTER CLAIMS BY SMA BUILDING PTY LTD DISPUTING THE VALIDITY OF CERTAIN LEVIES RAISED.

OWNERS CORPORATION NOW UNDERTAKES TO TREAT THE LEGAL OWNERSHIP OF THE WATERPROOF MEMBRANES ON THE PRIVATE BALCONIES OF EACH LOT AT THE PROPERTY AS ‘PRIVATE LOT PROPERTY’ IN ACCORDANCE WITH THE PRINCIPLES OF THE VCAT FISHER CASE, UNLESS PROCLAIMED OTHERWISE BY A COMPETENT COURT OR TRIBUNAL IN THE FUTURE.

Item 22 - Other Matters

RULES APPLY (ATTACHED)

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

Name of Owners Corporation	**NEXT APARTMENTS, 151-155 BURWOOD ROAD**
Lot No.	**308** on Plan No **PS512432Q OC 1**

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
SPECIAL LEVY - ADMIN								
Waterproofing Works	294.35	19/10/22	14/10/22	0.00	19/10/22	21/09/22	0.00	0.00

Items marked with **** are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. *Debit amounts for generated levies not yet due are not included in Amount Overdue.

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VICTORIA BODY CORPORATE SERVICES

INTERIM DECISIONS OF
ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. 512432

AT 151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122

Prepared by: Jake Tudor
Phone: 03 8531 8138
Email: jtudor@vbcs.com.au
Date of Meeting: 16 February 2022

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 512432
Address: 151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122
Held: via Teleconference/Video Conference
Date: 16 February 2022 at 06:00 PM

PRESENT:

Name	Unit
Luke Doolan	1
Henry Cresswell	5
Maduma Kumaranathan	6
Christine Huynh	8
Kenneth Heard	9
Dimitra Zotos	104
William Bass	105
Andrea Pianella	107
Ruth Cornell	108
Elizabeth Sarkady	111
Kate Crawford	207
John Peberdy	210
Paul Dryburgh	304
Emma Hultgren	307
Mark Lennox	308
Brendan Coulton	401
Geoffrey Houghton	402

IN ATTENDANCE: Jake Tudor, Victoria Body Corporate Services

Motion 1.	***Chairperson for the Meeting***	***Ordinary Resolution***
IT WAS RESOLVED THAT Jake Tudor be appointed to act as the Chairperson of the Meeting.		

Motion 2.	***Minutes***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 7th of July 2021 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	***Financial Statements & Position***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/12/21 be adopted. Brendan Coulton requested that it be acknowledged that the financial statements have not been audited. The recent amendments to the Owners Corporation Act 2006 which came into effect on the 1st December 2021 require tier two (2) Owners Corporations must have their financial statements reviewed by a CPA or Public accountant. Given the above, the Owners Corporation has no legislative requirement to audit the financial statements.		

Motion 4.	***Annual Budget & Contributions***	***Ordinary Resolution***

IT WAS RESOLVED THAT pursuant to Section 23 of the Owners Corporations Act 2006, an amount of $174,100.00 including GST, if applicable, continue to be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as previously resolved at the AGM held in July 2021.

This Fund is to remain in force until the next Annual General Meeting.

This amount is comprised of:

Administration:	$156,100.00
Maintenance/Sinking:	$18,000.00
Total:	$174,100.00

Motion 5.	***Fees Due***	***Ordinary Resolution***

IT WAS RESOLVED THAT pursuant to section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices Quarterly, commencing on the 1st of January and that the Date of Notice will be the production date of that notice.

Motion 6.	***Management of Levy Arrears***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the Owners Corporations Act 2006 (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;

   Important Note:
   The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the *Owners Corporations Act 2006*, the *Owners Corporation Regulations 2007* or the Owners Corporation Rules

2. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
4. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and
6. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

Item 7.	***Person in Control of a Business Undertaking***	

THAT the Owners Corporation acknowledges they are the Person in Control of a Business Undertaking in regard to the common property for the purposes of Occupational Health and Safety legislation.

Motion 8.	***Delegation to Manager***	***Ordinary Resolution***
IT WAS RESOLVED THAT that pursuant to Section 11 of the *Owners Corporations Act 2006* the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.		

Motion 9.	***Confirmation of Insurance***	***Ordinary Resolution***
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the *Owners Corporations Act 2006*, the Manager continue the cover as per the attached schedule in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.		

Motion 10.	***Renewal of Insurance Policy***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 11.	***Insurance Excess Payment***	***Ordinary Resolution***
IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply: • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the Owners Corporations Act 2006. In that the lot/s causing the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.		

Motion 12.	***Insurance Revaluation***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Manager arranges a revaluation for the Insurance of the Buildings & Improvements from an independent valuer and forthwith insure the Buildings & Improvements as indicated by such valuation.		

Motion 13.	***VBCS Plus***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.		

Motion 14.	***Approved Minor Works***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than $1,000.00 without obtaining the prior approval of the Owners Corporation.		

Item 15.	***Committee Report***	
Please see attached a copy of the Committee Report & Building Remediation Report as presented at the meeting.		

Motion 16.	***Delegation to Committee/Chairperson***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the *Owners Corporations Act 2006* with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting or the appointment or termination of a Manager.		

Motion 17.	***Election of Committee***
Election of Ordinary Member	
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting. **IT WAS FURTHER RESOLVED THAT** the Committee be capped at ten (10) members.	

Name	**Unit**	**Details**
Henry Cresswell	5	
Maduma Kumaranathan	6	
Kenneth Heard	9	
Brendan Coulton	17	
Dimitra Zotos	104	
Ruth Cornell	108	
Elizabeth Sarkady	111	
Kate Crawford	207	
Emma Hultgren	307	
Geoffrey Houghton	402	

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 07:32 PM



_____

Jake Tudor
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 16 February 2022

OWNERS CORPORATION PLAN NO. 512432
151-155 BURWOOD ROAD, HAWTHORN, VIC, 3122
Schedule of Fees

Administration Fund

Lot No.	01/01/22 to 31/03/22 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22	01/01/23 to 31/03/23
1	$551.15	$551.15
2	$599.49	$599.49
3	$599.49	$599.49
4	$599.49	$599.49
5	$599.49	$599.49
6	$831.55	$831.55
7	$763.87	$763.87
8	$763.87	$763.87
9	$831.55	$831.55
10	$1,895.17	$1,895.17
11	$38.68	$38.68
12	$38.68	$38.68
13	$38.68	$38.68
14	$38.68	$38.68
15	$38.68	$38.68
16	$38.68	$38.68
17	$38.68	$38.68
101	$821.88	$821.88
102	$754.20	$754.20
103	$754.20	$754.20
104	$841.22	$841.22
105	$618.83	$618.83
106	$638.17	$638.17
107	$618.83	$618.83
108	$628.50	$628.50
109	$841.22	$841.22
110	$754.20	$754.20
111	$754.20	$754.20
112	$841.22	$841.22
201	$821.88	$821.88
202	$754.20	$754.20
203	$754.20	$754.20
204	$841.22	$841.22
205	$618.83	$618.83
206	$638.17	$638.17
207	$618.83	$618.83
208	$628.50	$628.50
209	$841.22	$841.22
210	$754.20	$754.20
211	$754.20	$754.20
212	$841.22	$841.22
301	$831.55	$831.55
302	$763.87	$763.87
303	$763.87	$763.87
304	$850.89	$850.89
305	$628.50	$628.50
306	$647.84	$647.84
307	$628.50	$628.50
308	$638.17	$638.17
309	$860.56	$860.56
310	$860.56	$860.56
311	$860.56	$860.56

Lot No.	01/01/22 to 31/03/22 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22	01/01/23 to 31/03/23
401	$1,363.36	$1,363.36
402	$696.18	$696.18
403	$947.58	$947.58
404	$947.58	$947.58
405	$696.18	$696.18
TOTAL	$39,024.97	$39,024.97

Maintenance Fund

Lot No.	01/01/22 to 31/03/22 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22	01/01/23 to 31/03/23
1	$63.55	$63.55
2	$69.13	$69.13
3	$69.13	$69.13
4	$69.13	$69.13
5	$69.13	$69.13
6	$95.89	$95.89
7	$88.08	$88.08
8	$88.08	$88.08
9	$95.89	$95.89
10	$218.53	$218.53
11	$4.46	$4.46
12	$4.46	$4.46
13	$4.46	$4.46
14	$4.46	$4.46
15	$4.46	$4.46
16	$4.46	$4.46
17	$4.46	$4.46
101	$94.77	$94.77
102	$86.97	$86.97
103	$86.97	$86.97
104	$97.00	$97.00
105	$71.36	$71.36
106	$73.59	$73.59
107	$71.36	$71.36
108	$72.47	$72.47
109	$97.00	$97.00
110	$86.97	$86.97
111	$86.97	$86.97
112	$97.00	$97.00
201	$94.77	$94.77
202	$86.97	$86.97
203	$86.97	$86.97
204	$97.00	$97.00
205	$71.36	$71.36
206	$73.59	$73.59
207	$71.36	$71.36
208	$72.47	$72.47
209	$97.00	$97.00
210	$86.97	$86.97
211	$86.97	$86.97
212	$97.00	$97.00
301	$95.89	$95.89
302	$88.08	$88.08
303	$88.08	$88.08
304	$98.12	$98.12
305	$72.47	$72.47

Lot No.	01/01/22 to 31/03/22 01/04/22 to 30/06/22 01/07/22 to 30/09/22 01/10/22 to 31/12/22	01/01/23 to 31/03/23
306	$74.70	$74.70
307	$72.47	$72.47
308	$73.59	$73.59
309	$99.23	$99.23
310	$99.23	$99.23
311	$99.23	$99.23
401	$157.21	$157.21
402	$80.28	$80.28
403	$109.27	$109.27
404	$109.27	$109.27
405	$80.28	$80.28
TOTAL	$4,500.02	$4,500.02

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

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

> *(1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
>
> *(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
>
> *(3) The minutes must be accompanied by a notice setting out the effect of subsection (4).*
>
> *(4) Interim resolutions become resolutions of the owners corporation—*
>
> *(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
>
> *(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
>
> *(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*
>
> ***Note***
>
> *The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.*

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.

2. Most Service Companies are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
   The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
   The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

   Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

   Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

   Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable.
   If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

   For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the Committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

How can I access the portal?

1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
3) Enter your "Password" that has been sent to you by mail.
4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".
On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au

Committee Report – Annual General Meeting 2022

Building Remediation Works – Progress since Previous AGM

VCAT action brought by developer/Lot 401:

- As per the settlement terms, an independent company, Chadoak Pty Ltd, were engaged to confirm the waterproofing defects were rectified for lot 401 (approx. cost $2,412 including GST) and this was performed on June 11th, 2021. The report provided confirmed that the balcony is now waterproof.
- It is worth noting that SMA Building Pty Ltd sold lot 401 last year (2021) and is no longer the owner, however, Tisher Liner FC law advised us they are still liable for the settlement terms, which we (the OC) pursued them for. As such, in September 2021 SMA Building Pty Ltd fulfilled the settlement terms and paid the $2,412 for the waterproof testing of the balcony. This matter is now closed.

From 2021 AGM Report (July) and next steps:

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.
- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that provided to all owners (contact Jake Tudor if you would like to see this).
- It is currently hoped that final quotes will be received in November 2021, with a special resolution then circulated to all members of the Owner's Corporation to vote on the project proceeding and the required special levies to be raised. Based on this, the revised target timing for the project is as follows:
    - Issue and collect special levy for the Project – Start September 2021
    - Finalisation of Project scope – End September 2021
    - Issue of Final Request for Tender – Early October 2021
    - Final pricing back from preferred tenderer(s) for the Project – Mid November 2021

- Final cost allocation completed between cost of common property and private lot repairs – December 2021
- Communication with lot owners of final costs (for both private lot and common property works) and voting on special resolutions to raise special levies and proceed with the Project – January 2021 / February 2022
- Lot owner payments required for private lot works (paid by private lot owners who consented to include their works in the project) and common property works (raised as a Special Levy) included in Project – Q1 2022
- Commencement of works – Q2 2022 (subject to receipt of funds from Special Levy)

2022 AGM Report and next steps:

- The timeline proposed at the last AGM has varied and is as follows:

Item	***Action***	***Status Update***	***Status***	***Responsible***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*AWC Stage 1 FinaliseSscope*	*Due 1/22, now overdue****	*Ongoing*	*AWC*
4	*AWC Stage 2 Tender Requests*	*Yet to commence, anticipated 03/22*		*AWC*
5	*AWC Stage 2 Final Pricing*	*Yet to commence, anticipated 05/22*		*AWC*
6	*Final Cost allocation*	*Yet to commence, anticipated 06/22*		*Surveyor*
7	*Communication Final Cost to Owners & Special Resolution*	*Yet to commence, anticipated 07/22 – 08/22*		*OC & VBCS*
8	*Lot Owner Payments – Special Levy Collection (private & common works)*	*Yet to commence, anticipated 09/22*		*OC & VBCS*
9	*Commencement of works*	*Builder availability dependent (Q4 2022)*		*TBA*

On the 23rd of December, 2021 the OC committee requested an update from AWC, as to if the inspections were completed and what they found, this was their reply:

I am somewhat concerned about the level of cracking seen at the external light weight cladding elements at level 4 in particular. We will have to have a close look at what we are going to do here. The remedial works required may be more extensive than when this was originally scoped. It should also be noted that the material supplier (James Hardie) have removed this product from the market in 2021. We will need to assess whether the cladding and jointing materials are still available or whether another supplier could be found.

There are several aspects to this that we should consider

Repair or replacement.

Repair should still be able to be carried out however there will need to be quite extensive repairs due to the amount of movement I can see that has occurred over time. I would be concerned that the cladding will crack again over time so we will need to discuss this further with you and the committee I think.

Replacement perhaps should be considered given the degree of cracking seen during our recent visit – However this is a major undertaking.

With replacement we would look at using a similar light weight material but it will entail a lot more design work and will trigger the need for a permit.

Given the extent of cracking if we were to go down the repair option I think this will also trigger a need for a permit as well, however we look to get advice on this in the new year.

We will be starting on the scope in January and will update you asap.

- AWC were contact via email on 27 Jan and 10 Feb (they were shutdown till the 17 Jan) for an update in regard to finalising the scope, they have yet to respond. It is a priority for the OC to progress this and all efforts are being made to keep this moving and we see 2022 as the year the works should commence.
- The OC committee will update owners on the final scope as soon as it is received by AWC. If you would like the OC committee to submit questions to AWC for a response, please email these to Jake Tudor via the 'Contact' page on the Owners Corporation website (https://www.151burwoodroadhawthorn.com/contact).

Committee Report for 2022 Annual General Meeting
OC1 & OC2 Building Management & Maintenance

The following update covers repairs, maintenance and management of issues since the last AGM and the Committee's plan of work for 2022-2023.

Building Upgrades 2021

- March: TPG Additional Fibre to the Building (FTTB) service installation completed. Residents may connect to optional broadband connection via TPG, in addition to existing NBN and Telstra services. Annual power rebate credited to Owners Corporation ($365 p.a.).
- Letterboxes relocated inside the foyer to prevent mail theft. Work included retiling the original letterbox site at the building entrance.

Building Upgrades 2022

- Nil to date.

Maintenance & Administration

- Notice Boards: Need for onsite notice boards to provide updates and information regarding the building. Options investigated. Deferred to next meeting.
- New OC website finalised and launched www.151burwoodroadhawthorn.com**.** Website is intended to provide information relevant to living at the property. Maintenance requests to now be lodged via the Maintenance Request Form on the website's Home page. New residents to be provided with a welcome letter (landlords to issue to tenants) advising of website. Thank you to Kate for all her hard work with this.
- CCTV Induction: Emma Hultgren, Brendan Coulton, Maduma Kumaranthan and Henry Cresswell shown how to use CCTV Surveillance System by Kate Crawford.
- Committee and VBCS continue to identify and implement ways to improve their partnership. Frequency of meetings increased and Chairperson appointed as the main point of contact between the Committee and VBCS has resulted in improved communication and reduced delays in responses.
- Fantastic Garage Doors: Conduct twice-yearly servicing of car park roller doors. Recently attended due to reports the garage roller door was making loud noises via the tracks. Issue investigated and resolved.
- Lights in elevators replaced as members noticed that the elevator lights were not working.
- Bird netting and spikes installed to deter birds, particularly pigeons, from roosting and breeding, causing mess, damage and posing hygiene and health risks. Members noted that the pigeons had relocated to a different area of the basement so additional spikes were installed.
- Fire Door Signage: Members reported fire door being propped open. Signage placed on door requesting that residents ensure the door is secured after use to prevent a security breach.
- Lock to entrance foyer and front door changed.
- Keysafe: lock reset/recoded as keys vulnerable to being stolen. ACE locksmith set a new PIN/Code. New code provided to Thyssenkrupp Australia in the event of a lift emergency.
- Basement storeroom access required: Basement storeroom noted to not be accessible when technician was required to attend. Key sourced and provided to caretaker for future access.
- Capital Works: Maintenance plan and associated budget further developed to maintain building assets and items into the future. *(See attached 151-155 Owners Corporation Maintenance Plan.)*
- Water Ingress Unit 401: Waterproofing completed.
- Garage Remote Recording: Works remain on hold until other priorities have been addressed.
- Window Cleaning common areas: Works remain on hold until other priorities have been addressed.

Unplanned Maintenance 2022

- **Nil to date**

Waste Management & Cleaning

- Manager was requested by committee to review the Urban Waste agreement and confirm what agreed service for bin cleaning entails.
- Rubbish removal: Urban Waste have confirmed that all 5 bins are cleaned on a fortnightly basis.
- Request has been made by the committee to seek a current scope of caretaking duties and timeframes from current caretaker Shasheer.
- Comparative caretaking proposals and quotes to be sought in coming months for Owners Corporation consideration.
- Green Life Property: Manage twice-yearly hard rubbish collections. Standing collection due in February of each year and as needed as part of common area upkeep and to deter people from dumping items such as mattresses, couches, bedding, and televisions.
- Carpet cleaning: Forms part of routine cleaning, budgeted and planned to occur annually in March/April. Additional cleaning is likely to be needed after a recent increase in pets (dogs) living at the property.

COVID-19

- The Committee relies and acts upon the advice of VBCS to ensure it meets DHHS COVID-19 guidelines. The building is Service Victoria QR code complaint.
- Members initially noted a need to install sanitiser stations onsite. It was later resolved not to proceed with this item.

Building Safety & Security

- Mailbox break-ins: Nil further break ins reported.
- Possible abandoned vehicle in basement carpark. Reported to police 28 January 2022 as possibly stolen. Police did not confirm if the vehicle has been stolen but did say that if it was they would arrange for its removal. Vehicle remains so unlikely to be stolen. Currently being investigated.
- May: Heavy rain triggered fire alarm resulting in callouts from MFB and Linkfire and rectification of sensors (Level 4 and Basement). VBCS has requested an exemption for MFB charges ($1,734.00 (no GST applies). Outcome: exemption granted by MBF and a charge did not apply.

Service Arrangements

- The Committee expects VBCS to improve workflows for essential safety and compliance audits, so OH&S obligations are maintained efficiently and easily. This item was noted in last year's AGM and remains outstanding. *(Ref. Plan of Work 2021 AGM, Item 3.)*
- The Committee has previously raised concerns with VBCS about the reliability and quality of its services and acknowledged VBCS's feedback about the Committee's structure and operating rhythm. In response, the Committee has implemented measures to formalise member roles, increase the frequency of meetings and developed processes for raising and monitoring requests. *(Relates to Items 1 & 2, Plan of Work 2022.)*

Plan of Work 2021-2022 AGM: Status Update

Item	Category	Action Item	Owner	Due	Status
1.	Financial Management	Review 2019 10 year maintenance plan* to forecast administration and capital works budgets. (*Excludes Remediation project).	SB	Feb-21	Complete
2.	Building Administration	Finalise move-in and move-out procedure.	KC/VBCS	Dec-20	Complete

3.	Building Safety & Security	Optimise audit workflow management, so building compliance is maintained efficiently and easily.	VBCS	Oct-20	Overdue
4.	Building Safety & Security	Monitor advice from DHHS/SCAV so building complies with COVID protocols.	VBCS	Ongoing	In-Progress
5.	Building Administration	Develop website to provide information to residents in an accessible format re: building protocols and relevant remediation project communications.	KC	Mar-21	Complete
6.	Waste Management & Cleaning	Review existing cleaning/caretaking activities for building hygiene and tidiness (bins, hard rubbish, carpets). Comparative caretaking proposals and quotes to be sought.	VBCS	Oct-22	In-Progress

Plan of Work 2021-2022

Item	Category	Action Item	Owner	Due	Status
1.	Building Administration	Finalise website ownership, hosting and roll-out plan.	KC	Aug-21	Closed
2.	Building Administration	Continue to identify and implement ways to improve the partnership between VBCS and the Committee to reduce follow-up, minimise delays and improve service delivery on behalf of the Owners Corporation.	C'tee	Sep-22	Open

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Application to register a plan of subdivision not related to acquisition by an acquiring authority

Subdivision Act 1988

Reg 38(1)(b), **Subdivision (Procedures) Regulations 2000**

PS512432Q

15/10/2004 $5385 PS

OFFICE OF TITLES B P G. VICTORIA

Form 10

Lodged by:

Name: **MIDDLETONS LAWYERS**

Phone: (613) 9205 2000

Address: Level 29, 200 Queen Street, Melbourne

Ref: SZH.1740981

Customer Code: 1255H

DPS5124320-1-5

To the Registrar

Plan No. PS512432Q

This is an application by the registered proprietor/owner of the land in the plan PS512432Q for registration of the plan.

1. Applicant: *(full name and address including postcode)*

SMA BUILDING PTY LTD (ACN 086 815 465) of 31 Regent Street, Prahran, 3181

2. Land: *(insert volume and folio references or other land description as necessary of all land in the plan)*

The whole of the land more particularly described in Certificate of Title Volume 10231 Folio 569

3. Municipal district in which land is located: *(insert name of Council and address of municipal office)*

City of Boroondara

Date: 12-11-04

Signed:

Justin Thomas Greening Lethlean
MIDDLETONS LAWYERS
Current Practitioner under the *Legal Practice Act* 1996
for the Applicant

Note 1: Consents of all mortgagees annuitants lessees sub-lessees and caveators as required by section 22(1) of the **Subdivision Act 1988** must be endorsed on this application or produced with this application. If every consent is not endorsed or produced then an application under section 22(1B) of the **Subdivision Act 1988** must accompany this application (see Form 11).

Note 2: If easements or restrictions are created varied or removed by this plan the supporting documents referred to in section 6(1)(j) or (k) of the **Subdivision Act 1988** or regulation 39(3) of the Subdivision (Procedures) Regulations 2000 must be produced to the Registrar.

Note 3. This form is also to be used by the applicants acting under section 32A of the **Subdivision Act 1988** Any applications under section 32 of the **Subdivision Act 1988** must be made on Form 16.

CONSENT OF MORTGAGEE

NATIONAL AUSTRALIA BANK LIMITED as Mortgagee under Mortgage No. AC007992C secured over Certificate of Title Volume 10231 Folio 569 hereby consents to the within Application to Register Plan of Subdivision PS512432Q

Please register the within Application and on completion issue new Certificates of Title to National Australia Bank

Dated the EIGHTH day of NOVEMBER 2004

(sealing clause of NAB)

Executed by National Australia Bank Limited by being signed, sealed and delivered in Victoria by its Attorney CLINTON THOMAS TILLEY under Power of Attorney dated 28/02/1991 (a certified copy of which is filed in Permanent Order Book 277 at Page 3) who declares that he/she holds the office in the Bank indicated under his/her signature in the presence of:

(please insert order to register)

(MANAGER 2000)

ADAM SPICER

PS512432Q-2-3

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN

BODY CORPORATE RULES - UNLIMITED

Body Corporate No. 1

1. DEFINITIONS

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No. PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or

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persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

3.1.2 obstruct the lawful use of common property by any person

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property

4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

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5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the **basement car park lobby**..

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corprorate.

7.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

7.6 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

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8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property,

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and.

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. CONSENT OF BODY CORPORATE

14.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. COMPLAINTS AND APPLICATIONS

15.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

16. VEHICLES ON COMMON PROPERTY

16.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

16.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served

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17. STORAGE OF BICYCLES

17.1 A proprietor or occupier of a lot must not:

17.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent for such purpose and fitted with bicycle racks from time to time;

17.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

18. INSURANCE PREMIUMS

18.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

19. FIRE CONTROL

19.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

19.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

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

20 SIGNS, BLINDS AND AWNINGS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

20.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time.

20.3 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the body corporate.

20.4 Nothing in rule 20, prohibits the proprietor or occupier of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:

(a) is only for the purposes of identifying the business carried on from the lot and the hours of operation of the business; and

(b) does not exceed 420mm in width and 297mm in height; and

(c) complies with the requirements of all relevant authorities.

21. APPEARANCE OF A LOT

21.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

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21.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

21.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

21.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

21.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;

21.1.5 install or operate any intruder alarm which emits an audible signal;

21.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change, and

21.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

21.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate.

21.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

22. PAINTING, FINISHING, ETC

22.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

23. CLOTHES DRYING AND APPEARANCE OF A LOT

23.1 A proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

23.2 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

24. COMPLIANCE WITH RULES BY INVITEES

24.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

24.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

25. COMPLIANCE WITH LAWS

25.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense

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promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

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

26. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

26.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

26.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

27. VEHICLES ON COMMON PROPERTY

27.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

27.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

27.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

27.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

27.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

27.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

27.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than 125 Ormond Road, Elwood.

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28 BUILDING WORKS

28.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

28.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

28.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

28.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

28.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

28.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors, and

28.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

28.2.4 Pays such reasonable costs to the body corporate;

28.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

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28.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

28.4.1 building materials must not be stacked or stored in the front side or rear of the Building.

28.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

28.4.3 construction work must comply with all laws of the relevant Government Agencies;

28.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

28.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

28.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must.

28.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and

28.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

28.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

28.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

28.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

29 CONDUCT OF MEETING

29.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

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30 SELLING AND LEASING

30.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

31 USE OF APPURTENANCES

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

32 INFECTIOUS DISEASES

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

33 ACCESS TO LOTS

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

34 COMMERCIAL AREA

34.1 Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:

34.1.1 take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;

34.1.2 avoid unnecessary noise when filling bins;

34.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean,

34.1.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

34.1.5 store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property;

34.1.6 complies with all health, noise and other regulations in carrying on the business from the lot; and

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34.1.7 not carry on the business (nor allow access to the lot for cleaning) outside the hours of 7:00am and 11:00pm on weekdays and 7:00am and 12:00 midnight on weekends.

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN

BODY CORPORATE RULES – LIMITED

Body Corporate No. 2

1. DEFINITIONS

In these rules

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No.PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing, and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the

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PS512432Q

body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

2.2 A proprietor or occupier of a lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property, or

3.1.2 obstruct the lawful use of common property by any person.

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, pool and gymnasium forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

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4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the basement car park lobby.

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating, ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate

7.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the written consent of the body corporate. .

7.6 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate

7.7 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate,

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. STORAGE OF FLAMMABLE LIQUIDS

14.1 A proprietor or occupier of a lot must not:

14.1.1 except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in connection with the Serviced Apartment Operation or in the fuel tank of a motor vehicle; or

14.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15. PETS AND ANIMALS

15.1 A proprietor or occupier of a lot must not keep any animal on a lot affected by the body corporate after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

15.2 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

15.3 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

15.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool, sauna and gym area and the garden area. A proprietor or occupier of a

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lot must ensure that animals enter and leave the property through the carpark entrance or firestairs and not through the main entrance lobby unless carried.

16. CONSENT OF BODY CORPORATE

16.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent

17. COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

18.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

18.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

18.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

18.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than at 151-155 Burwood Road, Hawthorn.

19. STORAGE OF BICYCLES

19.1 A proprietor or occupier of a lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent

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for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

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

22. SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

22.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time

22.3 A proprietor or occupier of a lot must not install or permit the installation on or to any part of the common property any awnings other than as approved by the body corporate.

23. APPEARANCE OF A LOT

23.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

23.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building,

23.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

23.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

23.1.4 without the prior written consent of the body corporate attach to or hang from

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the exterior of the lot any aerial or any security device or wires;

23.1.5 install or operate any intruder alarm which emits an audible signal;

23.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

23.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate on their balcony.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

24. PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25. CLOTHES DRYING AND APPEARANCE OF A LOT

25.1 A proprietor or occupier of a lot must not place any washing, towel, bedding clothing or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.2 A proprietor or occupier of a lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the lot without the consent of the body corporate.

25.3 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

26.3 A contractor shall enter and exit through the basement only

27. COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of

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a lot or their representative invitees.

28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

28.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

28.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

29 BUILDING WORKS

29.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

29.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

29.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

29.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

29.2.4 Pays such reasonable costs to the body corporate;

29.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the

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method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

29.4.3 construction work must comply with all laws of the relevant Government Agencies;

29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property

29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

29.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate, and

29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

29.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

29.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

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30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31 SELLING AND LEASING

31.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

32 RESIDENTS MOVING IN OR VACATING

32.1 Residents intending to move furniture in or out must not:

32.1.1 do so without notifying the Managing Agent at least 48 hours prior to the proposed move and receiving approval from the Managing Agent for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

32.1.2 do so on a Sunday or if on a Saturday without paying the fee set by the body corporate for the overtime attendance of the Managing Agent or other overtime costs

32.1.3 commence operations until the fee prescribed in 32.1.2 above is paid to the body corporate

32.2 Residents moving furniture in or out at any time must not:

32.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Managing Agent.

32.2.2 permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the ground floor foyer.

32.2.3 permit any vehicles to restrict access to the car park.

32.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

32.2.5 place any furniture or items in a lift other than that specified by the Managing Agent and notwithstanding 32.1.3 until protective covers have been placed in the lift by the Managing Agent.

32.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

32.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Managing Agent will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly

32.2.8 conduct the operation in other than a quick and timely manner

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

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.

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.

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.

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

(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**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

VBCS Building Smarter Communities
VICTORIA BODY CORPORATE SERVICES

ABN 85 007 034 522
t. +61 3 8531 8100
e. vbcs@vbcs.com.au
www.vbcs.com.au

Suite 101, Level 1
204 Ingles Street
Port Melbourne VIC 3207
Locked Bag 1291 Port Melbourne VIC 3207

Plan of Subdivision No. PS512432Q OC 2

ABN 34 847 384 167

STATEMENT

MR M LENNOX
9 Monty Ct
ROSEBUD VIC 3939

Transfer Date:
01/07/13

-

Linked

Statement Period			
01 Jan 22 to 10 Feb 23			
A/c No	308	Lot No	308
Page Number	1 of 1	Unit No	308

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			182.84	-182.84
01/01/22	Admin Fund	01/01/22 To 31/03/22	I0011120	182.84		0.00
02/03/22	Admin Fund	01/04/22 To 30/06/22	I0011169	182.84		182.84
20/04/22	Receipt	Admin Fund	R0011117		182.84	0.00
03/06/22	Admin Fund	01/07/22 To 30/09/22	I0011218	182.84		182.84
27/06/22	Receipt	Admin Fund	R0011141		217.63	-34.79
15/07/22	Other	Owner's Tax Year Rep	M0010348	15.00		-19.79
20/08/22	Admin Fund	01/10/22 To 31/12/22	I0011316	182.84		163.05
28/09/22	Receipt	Admin Fund	R0011192		148.05	15.00
28/09/22	Receipt	Other	RA011192		15.00	0.00
25/11/22	Admin Fund	01/01/23 To 31/03/23	I0011365	182.84		182.84
29/12/22	Receipt	Admin Fund	R0011233		182.84	0.00
				$929.20	$929.20	Nil

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	**Nil**
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

Tel: 1300 552 311
Ref: 1410 8828 7

Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158

www.stratamax.com.au
Ref: 1410 8828 7

Internet: Visit this website to make a secure credit card payment over the internet.

Tel: 1300 552 311
Ref: 1410 8828 7

Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at: www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.

BPAY Biller Code: 96503
Ref: 301985180 1000 0003 089

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.

Post Billpay In Person: Pay in-store at Australia Post by cheque or EFTPOS

Mail: Send this payment with your cheque to:
DEFT,GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to:
OCP 88426
151-155 BURWOOD ROAD
HAWTHORN 3122

STRATAPAY A Smarter Way...
VISA

Account Reference
308/308 88426/1000000308
Reference Name
MR M LENNOX

DEFT

DEFT Reference Number
301985180 1000 0003 089

StrataPay Reference No.
1410 8828 7

Due Date

Amount
$0.00

Managed by
VBCS PTY LTD
Account
OCP 88426
151-155 BURWOOD ROAD
HAWTHORN 3122

*496 301985180 10000003089

+301985180 10000003089< 3+

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act 1997 – Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Mark & Yolande Lennox**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Johan Nicolas Villamil Bojaca**	**johanvil_10@hotmail.com**
	RENTER 2	**Angela Marina Cortes Martinez**	**angelacortes_13@hotmail.com**

PREMISES LET by the RENTAL PROVIDER: **308/151-155 Burwood Road HAWTHORN, VIC, 3122**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **6** months Agreement)
Start date: **16/10/2022** End date: **15/04/2022**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT: **$1,477.00** Per Calendar Month (payable in advance)
Day rent is to be paid on the **15th** of each month
Date first rent payment due **15 October 2022**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,390.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

	Sharon Angeline	Aug 15, 2022
Signature of AGENT on behalf of the RENTAL PROVIDER	**Sharon Angeline** *Name*	*Date*
RENTER(S)		Aug 15, 2022
Signature of RENTER 1	**Johan Nicolas Villamil Bojaca** *Name*	*Date*
		Aug 15, 2022
Signature of RENTER 2	**Angela Marina Cortes Martinez** *Name*	*Date*