

Contract of Sale of Real Estate

Property address **607/21 Plenty Road, Bundoora 3083**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2024

Print name(s) of person(s) signing: EJAZ MEHDI RIZVI

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Stone Real Estate Whittlesea
1/75 Church Street, Whittlesea, VIC 3757

Email: deanzammit@stonerealestate.com.au

Tel: 9716 2000 Mob: Fax: Ref:

Vendor

EJAZ MEHDI RIZVI

2 Small Place, Charnwood, ACT 2615

Vendor's legal practitioner or conveyancer

Glenferrie Conveyancing Pty Ltd

3 Gray Street, Northcote 3070

Email: andrew@glenferrieconveyancing.com.au

Tel: 03 9815 2351 Fax: 03 9818 2696 Ref: GC:6039V

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot		on plan
Volume	12189	Folio	920	607
Volume		Folio		PS742797M

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 607/21 Plenty Road, Bundoora 3083

Goods sold with the land (general condition 2.2(f)) (list or attach schedule)

Carpets, light fittings, blinds, dishwasher.

Payment (general condition 11)

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

payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Subject to lease

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

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

See attached.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

**Special
conditions**

Special Conditions

1. Auction

Not applicable.

2. Electronic Conveyancing

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency.
- 2.2 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*, unless a party reasonably believes and gives written notice that settlement and lodgement cannot be conducted electronically.
- 2.3 Subject to clause 2.2, 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide a scanned copy of any document required to be prepared by the vendor in accordance with general condition 6.

3. Guarantee and Indemnity

If the purchaser/s is/are or includes a company other than a company listed on the Australian Stock Exchange, the purchaser/s shall deliver to the vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by each of the directors of that company within fourteen days of the Day of Sale.

If a company other than a company listed on the Australian Stock Exchange is nominated as an additional or substitute purchaser in accordance with General Condition 18, then that nominee shall deliver to the vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by each of the directors of that nominee within fourteen days of the date of the nomination. Failure to comply with either of the requirements of this Special Condition shall constitute a default under this Contract.

4. Foreign Acquisitions and Takeover Act 1975 (Cth)

The Purchaser/s warrant that either the provisions of the **Foreign Acquisition and Takeovers Act 1975 (Cth)** requiring the obtaining of consent to this Contract do not apply to the Purchaser in respect of the Property, or that such consent has been obtained. A breach of this warranty shall constitute a default under this Contract.

5. Rates certificates

If requested, the purchaser agrees to provide to Glenferrie Conveyancing Pty Ltd copies of all certificates and other searches used to calculate adjustments.

6. Foreign resident capital gains withholding

This special condition applies to contracts entered into on or after 1 July 2016.

- 6.1 Words defined or used in subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount").
- 6.3 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.
- 6.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 6.5 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 special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.6 The representative is taken to have complied with the obligations in special condition 6.5 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.7 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. GST withholding

This special condition applies to contracts entered into on or after 1 July 2018.

- 7.1 Words and expressions defined or used in subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the Schedule") or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 7.2 This special condition applies if the purchaser is required to pay the Commissioner an amount ("the amount") in accordance with section 14-250 of the Schedule ("section 14-250"), and also if the sale attracts the operation of section 14-255 of the Schedule ("section 14-255"). Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 7.3 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 7.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 7.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with

this special 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 special condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

7.6 The representative is taken to have complied with the requirements of special condition 7.5 if:

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

7.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of the Schedule, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 7.6.

However, if the purchaser gives the bank cheque in accordance with this special condition, 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.

7.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 14 days before the due date for settlement.

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

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

in accordance with section 14-250. 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.

7.10 The vendor warrants that:

- (a) at settlement if the vendor has given 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, then the property is not new residential premises or potential residential land; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 is the correct amount required to be paid under section 14-250.

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

- (a) the penalties or interest arise from the vendor's failure, including breach of special condition 7.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with subsection 14-250.

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.

7.12 This special condition will not merge on settlement.

8. Stakeholding

8.1 General Condition 12.1(b) is deleted.

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

9. Land Tax not to be apportioned

9.1 In General Condition 15.1, the words "except for Land Tax" are added after the words "All periodic outgoings".

9.2 General Conditions 15.2(b) and 15.2(c) are deleted.

General Conditions

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980, prior to the revocation of these Regulations on 11 August 2018.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately 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.
- 7.6 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 7.5 if –
- (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 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.
- 7.12 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 7.11

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 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.

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 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.

11.2 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.

11.3 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.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or

- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 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.

12. STAKEHOLDING

12.1 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 do 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.

12.2 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.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. LOAN

14.1 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.

14.2 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 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.

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

15. ADJUSTMENTS

15.1 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 adjustment paid and received as appropriate.

15.2 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.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by –

- (a) Express Post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. 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.

20. 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.

21. NOTICES

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. TERMS CONTRACT

23.1 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.

23.2 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

27.1 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.

27.2 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.

28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

DATED

2024

EJAZ MEHDI RIZVI

to

CONTRACT OF SALE OF REAL ESTATE

Property: 607/21 Plenty Road, Bundoora 3083

Glenferrie Conveyancing Pty Ltd
Licensed Conveyancer 812L
3 Gray Street, Northcote 3070
Tel: 03 9815 2351
Ref: **GC:6039V**

Stone Real Estate Whittlesea

1/75 Church Street,
Whittlesea, VIC 3757

P: 97162000

E: whittlesea@stonerealestate.com.au

ABN: 26 650 581 310



Residential Rental Agreement

for

607/21 Plenty Road, Bundoora VIC 3083

This agreement is between **Ejaz Rizvi**
and **Jefferson Paril, Rhona May Radan**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2023.
No unauthorised use or copying permitted. All rights reserved.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Thu 07/09/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

607/21 Plenty Road, Bundoora VIC

Postcode 3083

3. Rental provider details

Full name or company name of rental provider

Ejaz Rizvi

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Stone Real Estate Whittlesea

Address

1/75 Church Street, Whittlesea, VIC

Postcode 3757

Phone number

97162000

ACN (if applicable)

Email address

whittlesea@stonerealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly) Start date

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.

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1825.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="27th day of each month"/>
Date first rent payment due	<input type="text" value="Wed 27/09/2023"/>

7. 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 rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1825"/>
Date bond payment due	<input type="text" value="Wed 27/09/2023"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083 004
Account:	74 981 8605
Account name:	DJT Real Estate Trust Account
Bank Reference:	PLENTY607

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes No

Emma Wyld: emmawyld@stonerealestate.com.au
--

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes No

Jefferson Paril: jeffersonparil@gmail.com

Renter 2 Yes No

Rhona May Radan: rhonamay10@gmail.com

Renter 3 Yes No

--

Renter 4 Yes No

--

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Emma Wyld

Emergency phone number

0417669287

Emergency email address

emmawyld@stonerealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Stone Real Estate Whittlesea will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Stone Real Estate Whittlesea subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Stone Real Estate Whittlesea may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Stone Real Estate Whittlesea may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Stone Real Estate Whittlesea will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Stone Real Estate Whittlesea should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Stone Real Estate Whittlesea.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Stone Real Estate Whittlesea in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Stone Real Estate Whittlesea within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Stone Real Estate Whittlesea will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Stone Real Estate Whittlesea in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Stone Real Estate Whittlesea does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Stone Real Estate Whittlesea at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Stone Real Estate Whittlesea a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Stone Real Estate Whittlesea or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Stone Real Estate Whittlesea immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Stone Real Estate Whittlesea of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Stone Real Estate Whittlesea or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Stone Real Estate Whittlesea from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Stone Real Estate Whittlesea or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Stone Real Estate Whittlesea in writing.

64. Urgent Repairs

The Renter acknowledges that Stone Real Estate Whittlesea is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Stone Real Estate Whittlesea during business hours or after hours information service on 0417669287 or Stone Real Estate Whittlesea approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Stone Real Estate Whittlesea. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Stone Real Estate Whittlesea may impose reasonable conditions. It is not unreasonable for the Rental Provider or Stone Real Estate Whittlesea to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Stone Real Estate Whittlesea to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Stone Real Estate Whittlesea has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Stone Real Estate Whittlesea in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Stone Real Estate Whittlesea for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Stone Real Estate Whittlesea as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Stone Real Estate Whittlesea the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Stone Real Estate Whittlesea;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Stone Real Estate Whittlesea during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Stone Real Estate Whittlesea with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Stone Real Estate Whittlesea. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Stone Real Estate Whittlesea if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Stone Real Estate Whittlesea but such notice shall only become effective on receipt by the Rental Provider or Stone Real Estate Whittlesea.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **Stone Real Estate Whittlesea** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 97162000

Primary Purpose

As professional property managers, **Stone Real Estate Whittlesea** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Stone Real Estate Whittlesea** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Stone Real Estate Whittlesea also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Stone Real Estate Whittlesea** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Stone Real Estate Whittlesea** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Stone Real Estate Whittlesea** privacy policy can be viewed without charge on the **Stone Real Estate Whittlesea** website; or contact your local **Stone Real Estate Whittlesea** office and we will send or email you a free copy.

Disclaimer

Stone Real Estate Whittlesea its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Stone Real Estate Whittlesea** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Emma Wyld** on behalf of **Ejaz Rizvi** (Rental Provider)

Emma Wyld

Signed at Thu, 07/09/2023 13:26 , from device: Windows 10 Other Edge 116.0.1938

Renter(s)

Renter 1: **Jefferson Paril**

Jefferson Paril

Signed at Thu, 07/09/2023 14:10 , from device: Linux Other Firefox 117.0

Renter 2: **Rhona May Radan**

Rhona May Radan

Signed at Thu, 07/09/2023 17:54 , from device: Linux Other Chrome 114.0.0

AUDIT TRAIL

Emma Wyld (Rental Provider's Agent)

Thu, 07/09/2023 13:26 - Emma Wyld stamped saved signature the Residential Rental Agreement

Thu, 07/09/2023 13:26 - Emma Wyld submitted the Residential Rental Agreement

Jefferson Paril (Renter)

Thu, 07/09/2023 13:26 - Invite sent to Jefferson Paril

Thu, 07/09/2023 14:09 - Jefferson Paril clicked 'start' button to view the Residential Rental Agreement (*Linux Other Firefox 117.0, IP: 128.250.0.104*)

Thu, 07/09/2023 14:10 - Jefferson Paril submitted the Residential Rental Agreement (*Linux Other Firefox 117.0, IP: 128.250.0.104*)

Rhona May Radan (Renter)

Thu, 07/09/2023 17:38 - Rhona May Radan clicked 'start' button to view the Residential Rental Agreement (*Linux Other Chrome 114.0.0, IP: 202.138.32.200*)

Thu, 07/09/2023 17:54 - Rhona May Radan stamped saved signature the Residential Rental Agreement (*Linux Other Chrome 114.0.0, IP: 202.138.32.200*)

Thu, 07/09/2023 17:54 - Rhona May Radan submitted the Residential Rental Agreement (*Linux Other Chrome 114.0.0, IP: 202.138.32.200*)

AGREEMENT END

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	607/21 Plenty Road, Bundoora 3083	
Vendor's name	Ejaz Mehdi Rizvi	Date 03/05/2024
Vendor's signature	EJAZI.	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

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): -

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

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:

Not Applicable.

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:

Not Applicable.

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):

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

--

Date of issue 26/04/2024	Assessment No. 1100312	Certificate No. 160069	Your reference 72591705-019-0
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: Unit 607 Level 6 21 Plenty Road BUNDOORA 3083

Description: LOT: 607 PS: 742797M

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$430,000	\$42,500	\$21,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2023	\$1,015.76	
Fire services charge (Res) levied on 01/07/2023	\$125.00	
Fire services levy (Res) levied on 01/07/2023	\$19.78	
Waste Landfill Levy General levied on 01/07/2023	\$13.90	
Arrears to 30/06/2023	\$0.00	
Interest to 26/04/2024	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,174.44	
Balance of rates & charges due:		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:

Full private waste management service



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1100312**



Phone 1300 301 185
Ref **1100312**



Biller Code **5157**
Ref **1100312**

23rd April 2024

Andrew Rothfield C/- LANDATA
LANDATA

Dear Andrew Rothfield C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	21 PLENTY ROAD BUNDOORA 3083
Applicant	Andrew Rothfield C/- LANDATA LANDATA
Information Statement	30845161
Conveyancing Account Number	7959580000
Your Reference	6039V

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	607/21 PLENTY ROAD BUNDOORA 3083
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	607/21 PLENTY ROAD BUNDOORA 3083
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

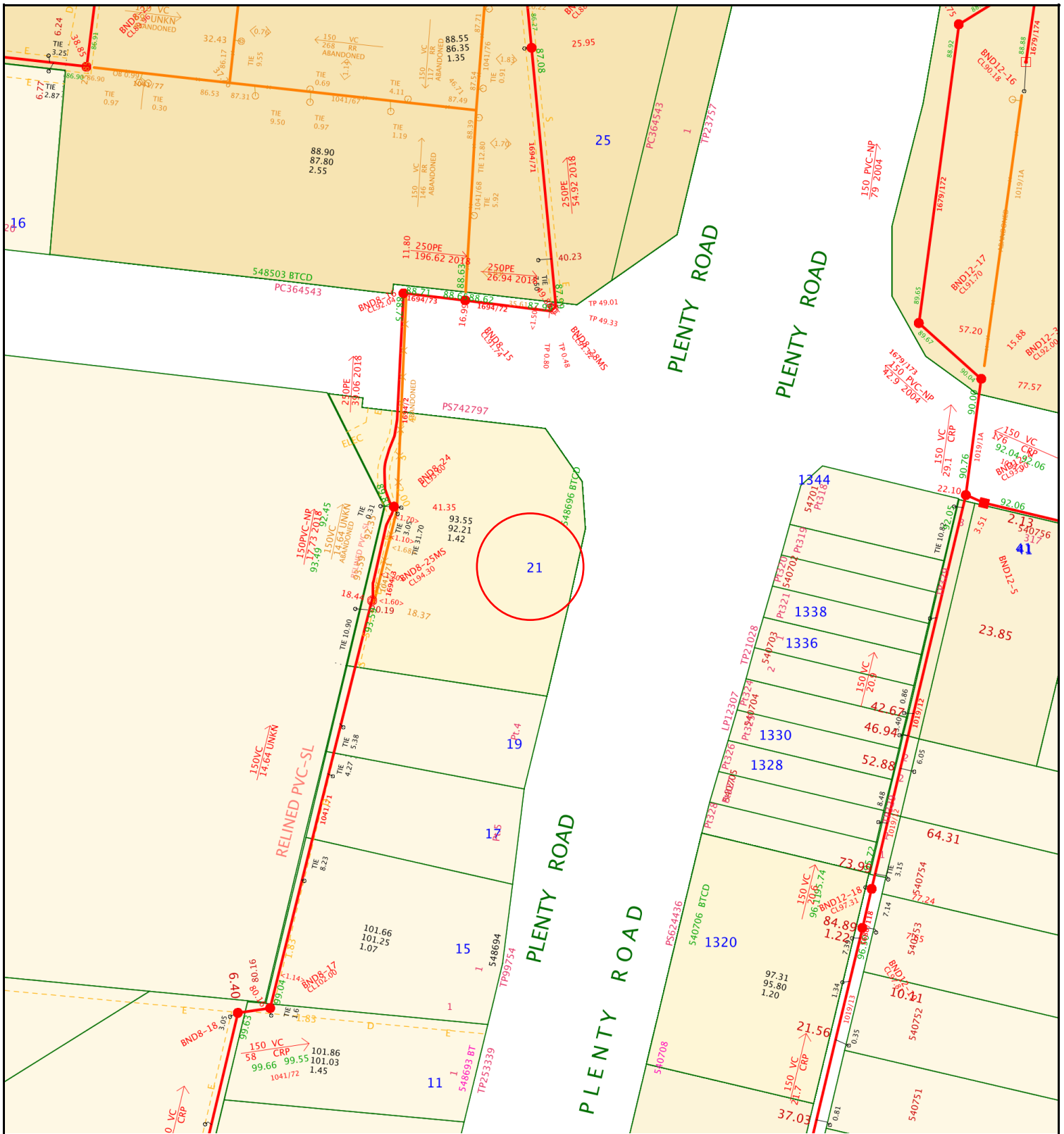
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30845161**

Address 21 PLENTY ROAD BUNDOORA 3083

Date 23/04/2024

Scale 1:1000



ABN 93 066 902 501

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

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

Andrew Rothfield C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7432702679
Rate Certificate No: 30845161

Date of Issue: 23/04/2024
Your Ref: 6039V

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 607/21 PLENTY RD, BUNDOORA VIC 3083	607\PS742797	5204584	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38

Usage Charges are currently billed to a tenant under the Residential Tenancy Act


Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$184.98

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

Property Address	Lot & Plan	Property Number	Property Type
21 PLENTY RD, BUNDOORA VIC 3083	G01\PS742797	1688701	Superseded

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

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



GENERAL MANAGER
RETAIL SERVICES

Note:

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

Property No: 5204584

Address: UNIT 607/21 PLENTY RD, BUNDOORA VIC 3083

Water Information Statement Number: 30845161

HOW TO PAY



Biller Code: 314567
Ref: 74327026790

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



ANDREW ROTHFIELD

Your Reference: LD:72591705-014-5.6039V

Certificate No: 75281584

Issue Date: 23 APR 2024

Enquiries: ESYSPROD

Land Address: UNIT 607, 21 PLENTY ROAD BUNDOORA VIC 3083

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47156462	607	742797	12189	920	\$0.00

Vendor: EJAZ RIZVI

Purchaser: T B A

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR EJAZ MEHDI RIZVI	2024	\$42,500	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$430,000

SITE VALUE: \$42,500

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 75281584

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$42,500

Calculated as \$0 plus (\$42,500 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 75281584

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 75281584

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



ANDREW ROTHFIELD

Your Reference: LD:72591705-014-5.6039V

Certificate No: 75281584

Issue Date: 23 APR 2024

Land Address: UNIT 607, 21 PLENTY ROAD BUNDOORA VIC 3083

Lot	Plan	Volume	Folio
607	742797	12189	920

Vendor: EJAZ RIZVI

Purchaser: T B A

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 75281584

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 75281584</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 75281584</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
---	--	--

From www.planning.vic.gov.au at 23 April 2024 04:03 PM

PROPERTY DETAILS

Address: **607/21 PLENTY ROAD BUNDOORA 3083**
 Lot and Plan Number: **Lot 607 PS742797**
 Standard Parcel Identifier (SPI): **607\PS742797**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1100312**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 9 J12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **BUNDOORA**

OTHER

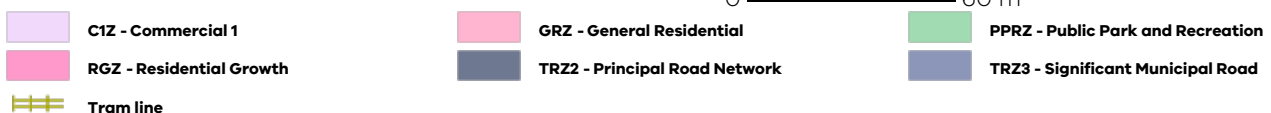
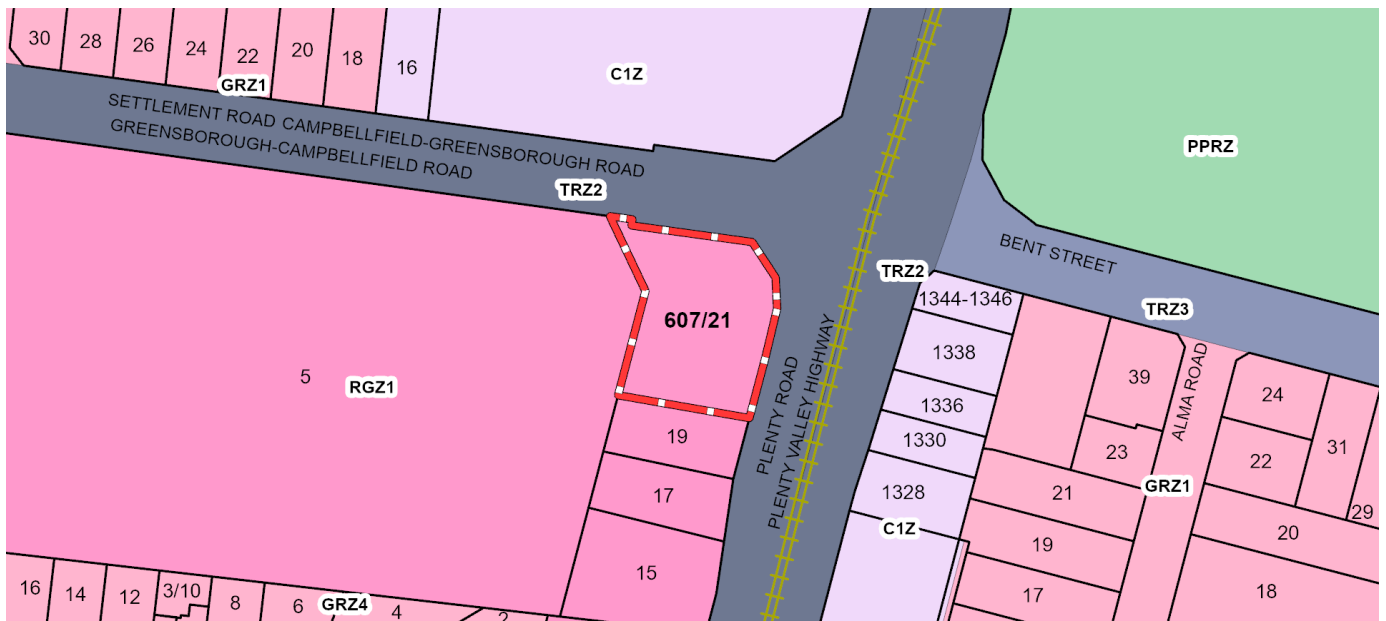
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\) \(WHITTLESEA\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\) \(WHITTLESEA\)](#)

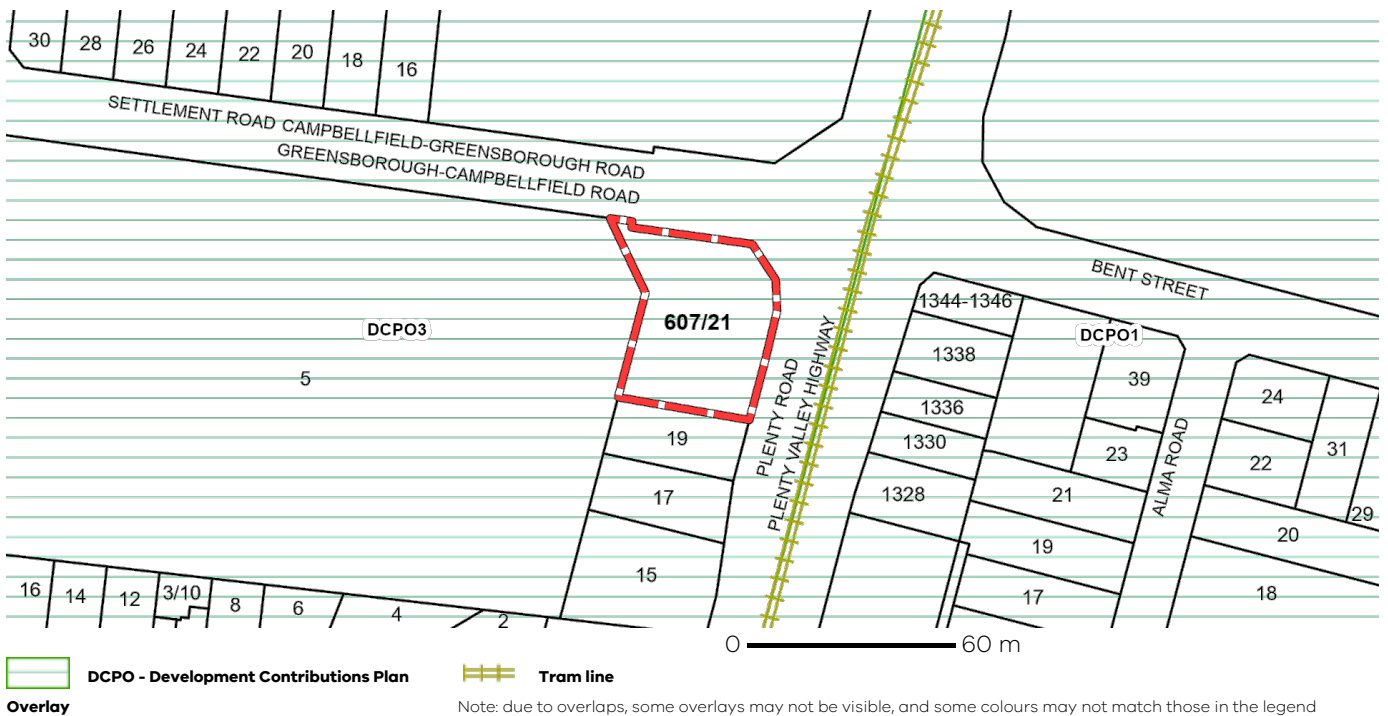


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\) \(WHITTLESEA\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\) \(WHITTLESEA\)](#)

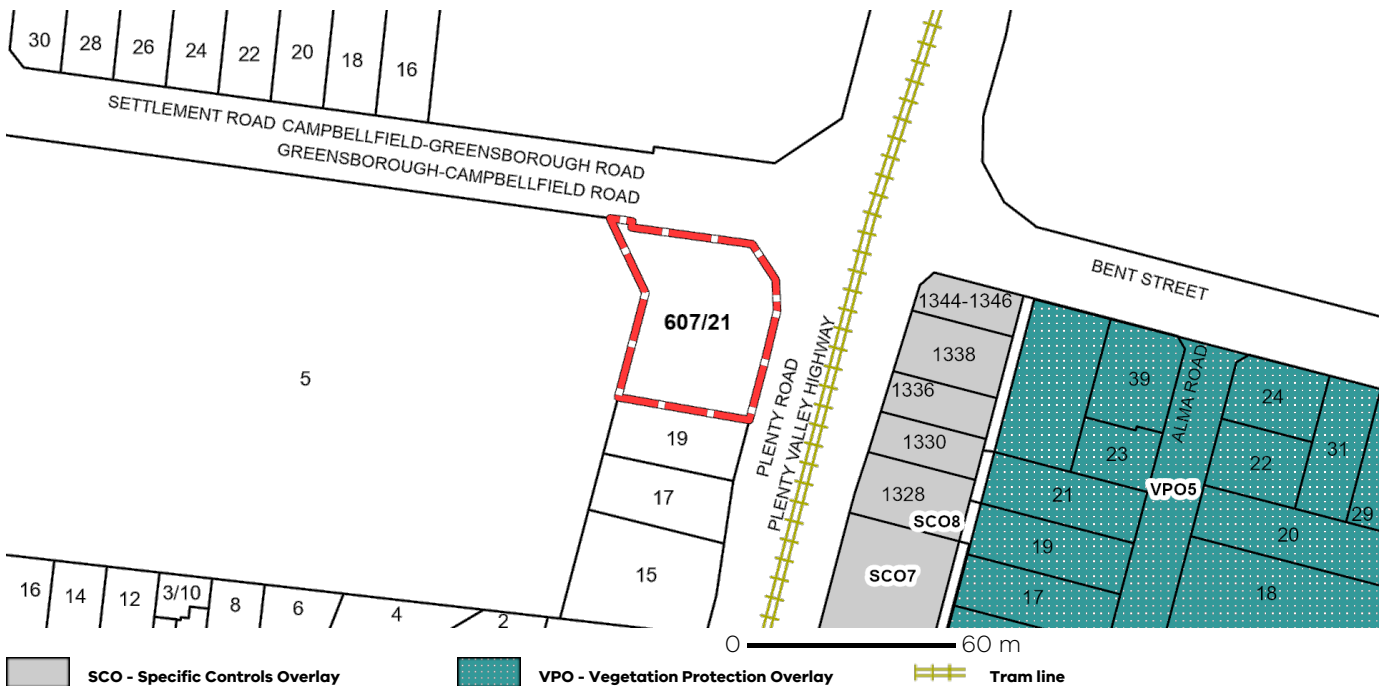


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(BANYULE\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\) \(BANYULE\)](#)



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

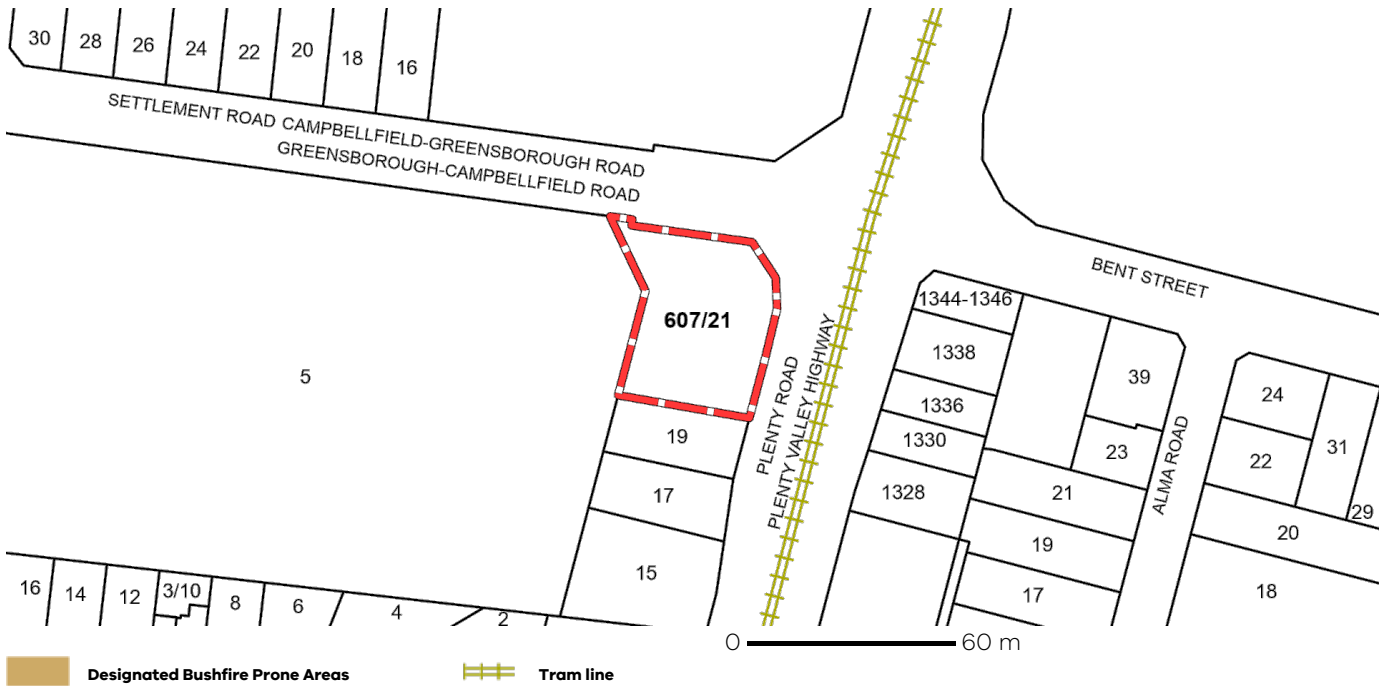
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

Enquiries: 9217 2259

Your Ref: 67237725-019-9

16 December 2022

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
Level 6, Unit 607, 21 (Lot 607) Plenty Road, Bundoora**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Permit issued for related parcel at 21 Plenty Road, Bundoora with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1587/8233223141143/5	11/9/2019	Apartments/Commercial Carpark – Remainder of works	Yes – 18/2/2020
BS-1587/8233223141143/4	7/6/2019	Apartments/Commercial Carpark – Partitions only	No
BS-1587/8233223141143/3	13/5/2019	Apartments/Commercial Carpark – remaining of structural works – Level 4 to roof inclusive and services	No
BS-1587/8233223141143/2	15/11/2018	Apartments/Commercial Carpark – Structural to Level 4 underside	No
BS-1587/8233223141143/1	13/7/2018	Apartments/Commercial Carpark – Basement structure piles, excavation, temp anchors, capping beams	No
BS-19422-20171213/0	17/1/2018	Shop demolition	Yes – 25/10/2019

Council Offices

25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170

Fax 03 9217 2111

TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations	Not Applicable
Details of any current notice or order issued by the relevant building surveyor under the Act	No

Please refer attached details where applicable.

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely



LEO PARENTE
MUNICIPAL BUILDING SURVEYOR



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 23/04/2024 04:07:42 PM

OWNERS CORPORATION 1
PLAN NO. PS742797M

The land in PS742797M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 115, 201 - 215, 301 - 315, 401 - 412, 501 - 512, 601 - 608, G01, G10, G11, G12, G13, G14, G02, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

G07/12 CATO STREET HAWTHORN EAST VIC 3123

OC047150R 25/02/2020

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. OC047151P 25/02/2020

Additional Owners Corporation Information:

OC047150R 25/02/2020

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	42	42
Lot 102	42	42
Lot 103	51	51
Lot 104	35	35
Lot 105	47	47



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2024 04:07:42 PM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	50	50
Lot 107	33	33
Lot 108	44	44
Lot 109	33	33
Lot 110	50	50
Lot 111	47	47
Lot 112	35	35
Lot 113	52	52
Lot 114	42	42
Lot 115	42	42
Lot 201	42	42
Lot 202	42	42
Lot 203	51	51
Lot 204	35	35
Lot 205	47	47
Lot 206	51	51
Lot 207	33	33
Lot 208	44	44
Lot 209	33	33
Lot 210	51	51
Lot 211	47	47
Lot 212	35	35
Lot 213	53	53
Lot 214	42	42
Lot 215	42	42
Lot 301	46	46
Lot 302	43	43
Lot 303	51	51
Lot 304	36	36



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2024 04:07:42 PM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	48	48
Lot 306	51	51
Lot 307	34	34
Lot 308	45	45
Lot 309	34	34
Lot 310	51	51
Lot 311	48	48
Lot 312	36	36
Lot 313	53	53
Lot 314	46	46
Lot 315	43	43
Lot 401	36	36
Lot 402	36	36
Lot 403	52	52
Lot 404	34	34
Lot 405	49	49
Lot 406	49	49
Lot 407	49	49
Lot 408	53	53
Lot 409	36	36
Lot 410	52	52
Lot 411	36	36
Lot 412	36	36
Lot 501	37	37
Lot 502	37	37
Lot 503	52	52
Lot 504	35	35
Lot 505	49	49
Lot 506	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2024 04:07:42 PM

OWNERS CORPORATION 1
PLAN NO. PS742797M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 507	50	50
Lot 508	53	53
Lot 509	37	37
Lot 510	53	53
Lot 511	37	37
Lot 512	37	37
Lot 601	59	59
Lot 602	58	58
Lot 603	53	53
Lot 604	53	53
Lot 605	38	38
Lot 606	54	54
Lot 607	38	38
Lot 608	38	38
Lot G01	34	34
Lot G10	50	50
Lot G11	46	46
Lot G12	34	34
Lot G13	53	53
Lot G14	50	50
Lot G02	36	36
Lot G03	54	54
Lot G04	34	34
Lot G05	46	46
Lot G06	53	53
Lot G07	32	32
Lot G08	43	43
Lot G09	32	32
Total	3991.00	3991.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/04/2024 04:07:42 PM

<p>OWNERS CORPORATION 1 PLAN NO. PS742797M</p>
--

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

Statement End.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation 1 on Plan No. PS742797M
'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083**

This certificate is issued for: Lot 607 of Owners Corporation 1 Plan No. PS742797M
'Latrobe Place' – 21-23 Plenty Road, Bundoora, VIC 3083

This postal address for each lot is: 607/21 Plenty Road, Bundoora VIC 3083

Applicant for certificate: Andrew Rothfield c/o Landata

Delivery address for certificate: Via email: Landata.online@servictoria.com.au

IMPORTANT:

The information in this certificate is issued on 02/05/2024. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/03/23 to 29/02/24 are **\$3,374.24** payable quarterly in advance.

Levy Description	Admin Fund	Maint Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/03/24 to 31/05/24	\$733.15	\$110.41	\$843.56	01/03/24	Paid
Quarterly Levy 01/06/24 to 31/08/24	\$733.15	\$110.41	\$843.56	01/06/24	Paid
Quarterly Levy 01/09/24 to 30/11/24	\$733.15	\$110.41	\$843.56	01/09/24	Unpaid
Quarterly Levy 01/12/24 to 28/02/25	\$733.15	\$110.41	\$843.56	01/12/24	Unpaid

IMPORTANT NOTE:

The abovementioned fees are estimates only. The annual general meeting has not yet been held therefore the budget for the period 01/03/24 to 28/02/25 has not been approved. The fees detailed above are what was levied to this lot during the previous financial year 01/03/23 to 29/02/24. These fees are subject to change in the new financial year depending on the budget to be approved at the next AGM.

- (b) **The date up to which the fees for the lot have been paid:**
31/08/24
- (c) **The total of any unpaid fees or charges for the lot is:**
Nil.
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
Please refer to attached Certificate of Currency.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 29/02/2024 are:**
Please refer to attached Balance Sheet.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
None known to the Manager as at the date of this certificate.

(j) Are there any current contracts, leases, licenses or agreements affecting the common property?

The following contracts, leases, licenses and agreements were resolved and/or entered into at the Inaugural Meeting held 26/02/20. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.

- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 1 for an initial term of five (5) years commencing 26/02/20.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services.
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Building Management, Cleaning & Gardening Agreement with Leon's Property Maintenance & Care Pty Ltd for the provision of building management, cleaning and gardening services in accordance with the terms and conditions as set out in the agreement for an initial term of five (5) years commencing 09/03/20.
- Service Agreement with The Bin Boys for the provision of waste management services for a term of two (2) years commencing 10/03/20.
- Service Agreement with Hamilton Elevators and Parking Systems for the provision of lift maintenance services for a term of seven (7) years commencing 06/03/21.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the Agreement).
- Substation Lease between 21 Plenty Road Pty Ltd (ACN 606 619 676) and AusNet Electricity Service Pty Ltd (ACN 064 651 118) as tenant for use of part of the Land for the purpose of an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity, for the remainder of the term at the rental rate of \$0.10c per annum (payable on demand) in accordance with the terms and conditions as set out in the Substation Lease No. X12411.
- Courtyard Licences granted to the registered proprietors of Lots G03, G04, G05 and G06 for use of the part of common property as shown in the 'Courtyard Licence Area Plan' annexed to each of the respective Courtyard Licences for the permitted use as detailed in the licences for a term of one hundred and ninety-nine (199) years at the lease fee of \$1.00 (on demand and as the Licensor directs).

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.
- Broadband Network Deed between Lynham Networks Pty Ltd (ACN 602 258 337) for the installation of equipment on common property for the provision of high-speed broadband and voice over IP (VOIP) services at the building.
- Embedded Network Services Agreement with The Embedded Networks Company Pty Ltd (ABN 32 119 677 431) for the provision of retail services within an embedded network including the maintenance and management of the metering system on the premises and the supply of electricity and hot water to the common property and lots within the scheme for an initial term of 10 years (with options to extend as per the Agreement).

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

None known to the Manager as at the date of this certificate.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation Balance Sheet;
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Registered Rules of the Owners Corporation;
- A copy of the Long Term Maintenance Plan.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 02/05/2024



.....
On behalf of Owners Corporation 1 on Plan No. PS742797M
Kelly Wong
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an Owners Corporation?

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

Balance Sheet

As at 29/02/2024

Owners Corporation 1 Plan No. PS742797M

Latrobe Place, 21 Plenty Road, Bundoora VIC 3083

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	24,711.50
Owners Equity--Admin	4,340.40
	29,051.90
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	28,846.55
Owners Equity--Maintenance	55,576.37
	84,422.92
Net owners' funds	\$113,474.82
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	40,194.94
Prepaid Expenses--Admin	30,398.52
Receivable--Levies--Admin	2,212.22
Receivable--Other--Admin	17,197.12
Receivable--Owners--Admin	2,809.09
	92,811.89
Maintenance Fund	
Cash at bank--Maintenance	90,588.73
Receivable--Levies--Maintenance	179.63
	90,768.36
Unallocated Money	
Cash at bank--Unallocated	179.08
	179.08
Total assets	183,759.33
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	11,617.79
Creditor--GST--Admin	(4,775.61)
Creditors--Other--Admin	659.01
Prepaid Levies--Admin	56,258.80
	63,759.99
Maintenance Fund	
Creditor--GST--Maintenance	(536.61)
Prepaid Levies--Maintenance	6,882.05
	6,345.44
Unallocated Money	
Prepaid Levies--Unallocated	179.08
	179.08

	Current period
<i>Total liabilities</i>	<u>70,284.51</u>
Net assets	<u><u>\$113,474.82</u></u>

Residential Strata Insurance

Certificate of Currency



Policy Number: HS0006077301

Certificate Date 23 January, 2024

Insurer QBE Insurance (Australia) Limited
ABN: 78 003 191 035
AFSL: 239545

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover 20/02/2024 to 20/08/2024 at 4pm

Insured Owners Corporation Plan No. PS 742797

Interested Parties None

Situation 21 Plenty Road, BUNDOORA, VIC, 3083

Cover

Insured Property	Insured
Building	\$22,924,764
Common Area Contents	\$229,248
Loss of Rent & Temporary Accommodation (total payable)	\$3,438,714
Floating Floorboards	Not Selected
Liability to Others	Insured
Limit of Liability	\$20,000,000
Fidelity Guarantee	Insured
Sum Insured	\$100,000
Voluntary Workers	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
Workers Compensation	Not Insured
Office Bearers Legal Liability	Insured
Limit of Liability	\$100,000
Machinery Breakdown	Insured
Sum Insured	\$100,000
Catastrophe Insurance	Insured
Catastrophe Sum Insured	\$3,438,714
Extended cover - Loss of Rent & Temporary Accommodation	\$515,807

The contract of insurance is arranged by CHUISAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545)

Residential Strata Insurance Certificate of Currency



Policy Number: HS0006077301

Escalation in Cost of Temporary Accommodation	\$171,935
Cost of Removal, Storage and Evacuation	\$171,935
Government Audit and Related Covers	Insured
Government Audit Costs	\$25,000
Appeal expenses - common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Lot Owners Fixtures and Improvements (per lot)	Insured
Lot Owners' Fixtures and Improvements (per lot)	\$250,000
Flood Cover	Insured
Flex+ Optional Benefits	
Exploratory Costs	Selected
Extended Temporary Accommodation & Loss of Rent	Selected
Fusion	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges – excess costs	Selected
Keys, lock replacement	Selected
Court appearance	Selected

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1 ON PLAN NO. PS742797M
LATROBE PLACE, 21 PLENTY ROAD, BUNDOORA VIC 3083

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Corporation was held on:

Date: Wednesday, 1st November 2023

Time: 5:00 PM

Venue: Zoom

PRESENT:

Lot G5 - Jennifer Wall
Lot G11 – Patrick Scott
Lot 107 - Daniela Pfaender
Lot 113 - Laura Bajada-Paton
Lot 213 - Lazaros (Les) Beslis
Lot 305 - Yao Wang
Lot 407 - Jacqueline Smith
Lot 507 - Karen Reardon

PROXIES:

Lot 303 - Verica Turk
Lot 508 - Nicholas & Christine Soklev
In favour of Laura Bajada-Paton

Lot 505 - Anindita Candrika & William Kong
In favour of Tracy Chen

APOLOGY:

Lot 604 - Vincenzo & Paolina La Rosa

IN ATTENDANCE:

Kelly Wong – OC Manager, MOCS
Tracy Chen – Assistant OC Manager, MOCS
Noel Lim – Head of OC, MOCS

1. QUORUM:

As only 11 out of 91 lots forming Owners Corporation 1 (Unlimited) on Plan No. PS742797M were presented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporation Act 2006, the meeting would proceed with all decisions being interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

2. CHAIRPERSON:

It was resolved:

To appoint Kelly Wong to chair the meeting.

3. MINUTES:

It was resolved:

That the minutes of the previous Annual General Meeting held on 05/05/2022 as attached to the Notice of Meeting be accepted.

Motion: Carried unanimously

4. COMMON SEALS:

It was resolved:

That the common seal(s) of Owners Corporation on Plan No. PS742797M is no longer required and that it be destroyed pursuant to section 18A of the Owners Corporations Act 2006.

Motion: Carried unanimously

5. INSURANCE:

It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property and that the Owners Corporation is negligent, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Motion: Carried unanimously

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.

- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

6. REPORTS:

It was resolved:

To accept the following reports:

- a) Committee Chair's report
- b) Manager's Report
- c) Long Term Maintenance Plan

Motion: Carried unanimously

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

7. AUDITOR:

It was resolved:

- a) To accept the auditor's report on the financial statements for the period 01/03/2022 to 28/02/2023 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 29/02/2024.

Motion: Carried unanimously

8. FINANCIAL REPORTS:

It was resolved:

That the audited financial statements for the period 01/03/2022 to 28/02/2023 as attached to the Notice of Meeting be accepted.

Motion: Carried unanimously

9. BUDGET & CONTRIBUTIONS:

It was resolved:

- a) That the proposed Administration Fund Budget for the period 01/03/2023 to 29/02/2024, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$280,000.00 plus GST per annum to commence on the 01/03/2023.
- c) That the proposed Maintenance Fund Budget for the period 01/03/2023 to 29/02/2024 as attached be tabled and adopted.
- d) That the Maintenance Fund contribution be set at \$42,167.27 plus GST per annum to commence on the 01/03/2023.
- e) That the Administration Fund & Maintenance contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st December, 1st March, 1st June and 1st September of each year.
- f) That an adjustment levy totaling \$25,796.25 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative & Maintenance Fund levy contributions for the period 01/03/2023 to 30/11/2023. The adjustment levy is due and payable in 2 equal installments on 01/01/2024 and 01/03/2024.

Motion: Carried unanimously

10. ARREARS & PENALTY INTEREST:

It was resolved:

- a) That Owners Corporation on Plan No. PS742797M continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation on Plan No. PS742797M engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to

recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

- d) That Owners Corporation on Plan No. PS742797M delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Motion: Carried unanimously

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

11. APPOINTMENT OF COMMITTEE:

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member, nor be eligible to represent another Member as a Committee Member.

It was resolved:

- a) That the following persons be elected to the Committee for Owners Corporation on Plan No. PS742797M.

Lot G5 - Jennifer Wall
Lot G11 – Patrick Scott
Lot 113 - Laura Bajada-Paton
Lot 213 - Lazaros (Les) Beslis
Lot 305 - Yao Wang
Lot 507 - Karen Reardon

- b) That Laura Bajada-Paton be elected as Chairperson of Owners Corporation on Plan No. PS742797M.

- c) That Melbourne Owners Corporation Services (MOCS) be elected as Secretary of Owners Corporation on Plan No. PS742797M.
- d) That the at least three members of the Committee be members of the Grievance Committee as needed.

Motion: Carried unanimously

12. INSTRUMENT OF DELEGATION:

It was resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the Owners Corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

Motion: Carried unanimously

13. MATTERS TO BE DEALT WITH AT A GENERAL MEETING ONLY:

Pursuant to Section 82 of the Owners Corporation Act 2006, An owners corporation may, by ordinary resolution at a general meeting, determine that a matter or type of matter that may be determined by ordinary resolution may be determined only by ordinary resolution of the owners corporation at a general meeting.

It was resolved:

- a) That the upcoming Owners Corporation financial year Administration & Maintenance Fund contribution amount must be determined at a general meeting if the proposed increase is more than 10% from the current Owners Corporation Financial Year.
- b) That the termination and varying of any lease, license, contract, or agreement with the Owners Corporation valued at over \$10,000 per annum must be determined at a general meeting.

Motion: Carried unanimously

- 14. ESSENTIAL SAFETY:** Note: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

Motion: Carried unanimously

- 15. CLOSE OF MEETING:** There being no general business, the meeting closed at 5:23 pm.

PART A

DEFINITIONS AND INTERPRETATION

These Rules are made by Owners Corporation 1 of Plan No. PS742797M for Latrobe Place.

The Regulations provide for:

- (a) the powers of the Owners Corporation;
- (b) the general duties of Members and Occupiers;
- (c) meetings and administration of the Owners Corporation;
- (d) insurance; and
- (e) and other miscellaneous matters.

DEFINITIONS

1.1. In these Rules:

"Act" means the Owners Corporations Act 2006;

"Additional Rules" means the Rules in Part C;

"Attachment" means an attachment to these Rules;

"Authority" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency;

"Bicycle Storage Facilities" means the bicycle storage facilities located on the Common Property;

"Building" means the building and improvements located on the Land, including where applicable the Common Property;

"Building Facilities" means the facilities located on the Common Property from time to time;

"Building Services" means:

- (a) water, gas, artificially heated or cooled air, or heating oil;
- (b) sewerage and drainage;
- (c) telephone, radio and television;
- (d) security systems; and
- (e) any other facility, supply or transmission;

"Building Works" means any works, alterations, additions, repairs or replacement of:

- (a) Common Property structures including Common Property walls, floor and ceiling enclosing a Lot;
- (b) Building Facilities;
- (c) Building Services;
- (d) the structure of a Lot including dividing walls between Lots; and
- (e) a load bearing wall;

"Car Park" means that part of the Building and Land designated for entry and exit of Motor Vehicles and Motorcycles to and from the Car Spaces and the Visitor Car Spaces;

"Car Space" means that part of a Lot designated for the parking of Motor Vehicles;

"Common Property" means the common property on the Plan;

"Developer" means 21 Plenty Road Pty Ltd;

"Developer's Mortgagee" means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;

"Development" means Latrobe Place, 21-13 Plenty Road, Bundoora;

"Facade" means the exterior walls of the Building, including any glass walls or windows;

"Fire Safety Device" means any structure or device contained within a Lot or the Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Building;
- (b) provides lighting in the case of smoke, heat or fire within the Building;
- (c) controls access throughout the Building in the case of smoke, heat or fire in the Building including doors, stairs and lifts;
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Building; and
- (e) is required by Law for fire safety or that otherwise improves fire safety;

"Land" means all of the land in the Plan;

"Law" means any statute, regulation, proclamation, ordinance, order or by-laws enacted under any statute or subordinate legislation;

"Lot" means all of the Lots shown on the Plan;

"Manager" means

- (a) a manager appointed by the Owners Corporation pursuant to Section 119 of the Act; and
- (b) a building manager appointed by the Owners Corporation;

"Member" means a member of the Owners Corporation, and where applicable, agents, licensees, invitees, contractors, visitors etc of a Member;

"Model Rules" means the rules set out in Part B;

"Motor Vehicle" means a motor vehicle:

- (a) with a tare weight of not more than 2 tonnes; and
- (b) with dimensions capable of fitting within a Car Space and gaining entry to the Car Spaces without causing damage to the Building;

"Occupier" means a person lawfully in occupation of a Lot;

"Owners Corporation" means Owners Corporation 1 on the Plan and as otherwise defined by the Act;

"Plan" means Plan of Subdivision No. PS742797M;

"Regulations" means the Owners Corporation Regulations 2007;

"Rules" means all of the:

- (a) Model Rules;
- (b) Additional Rules; and
- (c) any other rules of use as implemented or varied from time to time;

"Security Key" means an FOB key, security access card and similar security device;

"Special Resolution" has the same meaning as in the Act;

"Storage Space" means that part of a Lot designated for storage;

"Visitor Car Spaces" means that part of the Common Property designated for the parking of Motor Vehicles by visitors to the Development; and

"Window Coverings" means any internal or external covering to a window of a Lot.

INTERPRETATION

- 1.2. These Rules must be read in conjunction with the Act and the Regulations.
- 1.3. Where there is any inconsistency between the Model Rules and the Additional Rules, the Additional Rules prevail to the extent of the inconsistency.
- 1.4. The index and headings in these Rules are not:
 - (a) part of these Rules; and
 - (b) to be taken into account in interpreting these Rules.
- 1.5. A word which is in these Rules but is not defined has the meaning set out in the Act.
- 1.6. An obligation imposed on more than 1 person is enforceable against each person separately, together or in any combination.

- 1.7. The singular includes the plural and vice-versa and a gender includes both genders.
- 1.8. Where any form of the word 'include' is used it is to be read as if followed by the words 'without limitation'.
- 1.9. A reference to any document, instrument or Law includes any variation of replacement.
- 1.10. A consent given by the Owners Corporation in accordance with these Rules, except where otherwise stated, may be:
 - (a) granted or withheld in the absolute discretion of the Owners Corporation;
 - (b) revocable; and
 - (c) given subject to conditions.

PART B
MODEL RULES

1. Health, Safety and Security

1.1. Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2. Storage of Flammable Liquids and Other Dangerous Substances and Materials

1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a Lot must not use or store on the Lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
 - a. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3. Waste Disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots.

2. Management and Administration

2.1. Metering of Services and Apportionment of Costs of Services

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

3. Use of Common Property

3.1. Use of Common Property

1. An Owner or Occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
2. An Owner or Occupier of a Lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.
5. An Owner or Occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2. Vehicles and Parking on Common Property

An Owner or Occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

1. to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or
2. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

3.3. Damage to Common Property

1. An Owner or Occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.
2. An Owner or Occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

4. Lots

4.1. Change of Use of Lots

An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

Example

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

5. Behaviour of Persons

5.1. Behaviour of Owners, Occupiers and Invitees on Common Property

An Owner or Occupier of a Lot must take all reasonable steps to ensure that guests of the Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

5.2. Noise and Other Nuisance Control

1. An Owner or Occupier of a Lot, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
2. Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6. Dispute Resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot Owner, manager, or an Occupier or the Owners Corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

PART C

ADDITIONAL RULES

1. USE OF LOTS

1.1 A Member or Occupier must not :

- a. use or permit its Lot to be used for any purpose which may be illegal or damaging to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the invitees of any such Member or Occupier;
- b. dispose or permit disposal of cigarette butts, cigarette ash or any other materials, including rubbish, plastic/glass bottles, glass objects, etc from its Lot onto the Common Property and other Lots;
- c. make or permit to be made any noise which may be heard outside its Lot between the hours of Monday to Friday from 10.00pm to 7.00am, Saturday from 11.00pm to 8.00am and Sunday from 10.00pm to 7.00am;
- d. do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- e. install or permit to be installed any safe on its Lot unless it obtains the prior written consent of the Manager, and pays the costs of the Owners Corporation in relation to that consent; and
- f. conduct a business out of or use its Lot for the conduct of a business including as a serviced apartment.

2. USE OF COMMON PROPERTY

2.1 A Member or Occupier must not:

- a. use or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any Member or Occupier;
- b. make or permit to be made any undue noise, odours or vibrations in or about the Common Property;
- c. smoke or consume alcohol on the Common Property;
- d. permit any child under the age of 14 years under its control to play or remain on any part of the Common Property or other area of possible danger or hazard to children unless supervised by an adult at all times;
- e. use or permit persons under its control to use skateboards, roller skates, roller blades, bicycles, tricycles, motor scooters, scooters or the like in the Common Property;
- f. do or allow to be done anything on the Common Property which causes a nuisance to, or interferes with, the use or quiet enjoyment of the Common Property by a Member or Occupier of any other Lot;
- g. obstruct any hallways, passage ways, stairwells or lifts of the Common Property;
- h. hold or allow to be held any public auction on or near the Common Property without the Owners Corporation's prior written consent;
- i. park or leave a vehicle:
 - A. on the Common Property which obstructs any driveway or entrance to a Lot; or
 - B. within the Visitor Car Spaces; and

- C. in any place other than the Car Park;
- j. permit a visitor to its Lot to use the Visitor Car Spaces for more than 12 hours without the prior written consent of the Owners Corporation;
- k. do or permit anything which might cause structural damage to the Building without the prior written consent of the Owners Corporation;
- l. do anything to damage or deface or interfere with the Common Property or interfere with the smooth running of the Common Property by the Owners Corporation;
- m. interfere with any personal property owned by the Owners Corporation;
- n. interfere with the operation of any equipment installed in the Common Property;
- o. use or permit the Common Property to be used other than in accordance with the directions of the Manager and the Owners Corporation;
- p. open, close or adjust any louver window/s located on the Common Property;
- q. enter or permit any person to enter into any:
 - A. plant room;
 - B. machine housing;
 - C. waste disposal room;
 - D. electricity switch room; and
 - E. any other Building Facilities; and
- r. adjust or permit any person to adjust any:
 - A. thermostat;
 - B. board control;
 - C. electricity;
 - D. gas;
 - E. heating or cooling controls; and
 - F. any other Building Services.

3. MOVING IN - MOVING OUT

- 3.1 A Member or Occupier must only move in or out in accordance with the instructions given by the Owners Corporation and/or its representatives.
- 3.2 A Member or Occupier must, not less than 72 hours prior to the intended date for moving into or moving out of its Lot, contact the Manager to arrange and register a suitable date and time to facilitate that move.
- 3.3 Only those Members or Occupiers that have prior authorisation from the Manager will be permitted to move in or out of a Lot.
- 3.4 All moves in and out of the Building will only be permitted between the hours of 9.00 am and 4.00 pm Monday to Friday and between the hours of 10.00am to 2.30pm on Saturday, with no moves permitted to be made on Sundays or Public Holidays. Any moves requested out of these hours will be at the absolute discretion of the Owners Corporation
- 3.5 A Member or Occupier must complete an indemnity form prior to and after the move.

- 3.6 A Member or Occupier must give at least 48 hours written notice prior to accepting delivery of or moving any large items or any heavy items, including but not limited to large articles, whitegoods and furniture.
- 3.7 No moving of any heavy or large items will be permitted if it has not been booked with the Manager.
- 3.8 All boxes, cartons and containers used in the move in or move out must be removed and taken away by the relevant Member or Occupier of a Lot.
- 3.9 A Member or Occupier must make arrangements with the Manager as to a suitable location to leave boxes, cartons and containers used in the move in or move out process.
- 3.10 A Member or Occupier must comply with all directions made by the Manager or Owners Corporation regarding moving in or moving out of its Lot.
- 3.11 The Owners Corporation reserves the right to charge a fee for move ins/outs of the Building. This fee is to cover the cost of a suitable company to be engaged to supervise the move to ensure the building is protected.

4. DAMAGE TO COMMON PROPERTY

- 4.1 A Member or Occupier must promptly notify the Manager of any damage to the Common Property.

5. SECURITY

- 5.1 A Member or Occupier must at its cost comply with the requirements of the Manager or the Owners Corporation regarding the security of the Common Property
- 5.2 The Owners Corporation must take all reasonable steps to ensure the security of from intruders and to preserve the safety of the Development from fire or other hazards including:
 - a. closing off or restricting access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - b. permitting, to the exclusion of Members or Occupiers of a Lot, any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - c. restricting access of Members and Occupiers of Lots of one level of the Development to any other level of the Development.
- 5.3 The Owners Corporation may make rules of use to ensure the security of the Development from intruders.
- 5.4 If the Owners Corporation restricts the access of Members or Occupiers of Lots under these Rules the Owners Corporation must make 2 Security Keys available to each Member.
- 5.5 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Member or Occupier of a Lot.
- 5.6 A Member must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of its Lot including without limitation, entering into an appropriate agreement under any lease or licence agreement of a Lot to ensure return of the Security Key to the Member or the Manager upon expiry of the Occupier's lease or licence.
- 5.7 A Member in possession of a Security Key must:
 - a. not duplicate or permit the Security Key to be duplicated; and

- b. take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than an Occupier of its Lot and is not disposed of otherwise than by returning it to the Member or the Manager.

5.8 A Member or Occupier must promptly notify the Manager if a Security Key is lost or destroyed.

5.9 Security Keys remain the property of the Owners Corporation.

6. OWNERS CORPORATION LEVIES

6.1 A Member or Occupier must pay:

- a. administrative levies; and
- b. special levies,

set by the Owners Corporation on the due date according to its Lot Entitlement on the Plan.

6.2 The Owners Corporation may charge interest on outstanding levies at the rate of interest payable under the Penalty Interest Rates Act 1983.

6.3 The Owners Corporation may recover all of its costs in relation to:

- a. the recovery of outstanding levies; and
- b. a breach of the Model Rules or Additional Rules by a Member or Occupier.

7. COMPLIANCE WITH LAWS

A Member or Occupier must at its cost promptly comply with all laws relating to its Lot including any requirements, notices and orders of an Authority.

8. RIGHT OF WAY

8.1 Each Member and Occupier agrees and acknowledges that:

- a. without limiting the rights of the Owners Corporation under section 12(2) of the Subdivision Act 1988, it agrees to grant an easement of way ("**Easement**") over its Lot for the purpose of the Owners Corporation gaining access to the plant and service areas and any service pipes or ducts located in its Lot which is for the benefit of each Lot and the Common Property and is necessary for the reasonable use and enjoyment of the Lots and the Common Property by Members and Occupiers;
- b. it must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purposes of gaining access to the plant and service areas and any service pipes or ducts located in its Lot without interruption and disruption; and
- c. it must not unreasonably interfere with or prevent the use of the Easement.

9. APPEARANCE OF LOT

9.1 A Member or Occupier must not:

- a. alter the exterior walls, glass walls or windows of its Lot without the prior written consent of the Owners Corporation;
- b. maintain inside its Lot anything visible from outside its Lot which is not in keeping with the rest of the Building without the prior written consent of the Owners Corporation;
- c. install or permit to be installed bars or grilles or other safety devices to the exterior of any windows or doors of its Lot;

- d. install or permit to be installed in any part of its Lot any bars, enclosures or grilles visible from outside its Lot not in keeping with the rest of the Building;
- e. operate or permit to be operated on its Lot any device or electronic equipment which interferes with any appliance on the Common Property, another Lot or another part of the Building;
- f. attach to or hang from the exterior of its Lot any aerial or any security device or wires;
- g. install or operate or permit to be installed or operated on its Lot any intruder alarm which emits an audible signal;
- h. change any glazed, tinted or treated portions of its Lot or the surrounding Common Property in a manner which alters the exterior appearance of its Lot;
- i. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus on its Lot that can be viewed from the exterior of the Building; and
- j. place any washing, towel, bedding, clothing or other article in its Lot visible from outside its Lot without the prior written consent of the Owners Corporation.

10. BUILDING FACILITIES AND BUILDING SERVICES

10.1 A Member or Occupier must:

- a. only use Building Facilities and Building Services in its Lot and the Common Property for their proper purpose;
- b. not allow any rubbish or foreign material or substance to be placed in any Building Facilities and Building Services; and
- c. not use the Building Facilities and Building Services for any purpose other than those for which they were constructed and not sweep or allow rubbish or other substances to be deposited in them.

10.2 Any costs or expenses resulting from damage or blockage to the Building Facilities and Building Services caused by a Member or Occupier will be its responsibility.

11. FIRE CONTROL

11.1 A Member or Occupier must:

- a. not use, interfere with or obstruct any Fire Safety Device except in an emergency; and
- b. observe and comply with all fire or emergency drills conducted in the Building.

11.2 The Owners Corporation or Manager must, in respect of the Development or a Lot, as appropriate:

- a. consult with any relevant Authority as to appropriate Fire Safety Devices for the Development or a Lot;
- b. ensure that the appropriate contractors are engaged for the provision of all adequate Fire Safety Devices in the Development or to a Lot to the satisfaction of all relevant Authorities;
- c. ensure that the appropriate contractors are engaged to take all reasonable steps to ensure compliance with all fire laws in respect of the Development or a Lot; and

- d. ensure that a Member or Occupier or any other person does not interfere with or activate any Fire Safety Device in the Common Property area or Building except in an emergency.
- 11.3 A Member or Occupier must not store on its Lot any flammable chemical, liquid, gas or other material other than a domestic gas bottle suitable for barbecues, in accordance with the following conditions:
- a. the gas bottle must not be more than 9kg;
 - b. the gas bottle must not be filled with more than 8.5kg of gas by weight; and
 - c. only 1 gas bottle may be stored on a Lot at any time.
- 11.4 A Member or Occupier will be responsible for all isolation and de-isolation of Fire Safety Device requests made by it at the cost rate set out by the authorised relevant essential services contractor plus any administration costs incurred by the Owners Corporation.
- 12. AIR CONDITIONING AND HEATING**
- 12.1 A Member or Occupier must not install any reverse cycle air-conditioning unit in its Lot:
- a. unless it meets the specifications of the original unit installed in its Lot; and
 - b. without the prior written consent of the Owners Corporation.
- 13. PLANTS**
- 13.1 A Member or Occupier who has plants on its Lot must at its cost:
- a. ensure that the plants are properly maintained and securely fixed or tethered;
 - b. not water the plants and the soil in such pots so that water may escape onto its Lot, the Common Property or other Lots; and
 - c. ensure that all pot plants have a suitable saucer/dish for the collection of excess water.
- 14. COMPLIANCE WITH RULES AND RULES OF USE**
- 14.1 A Member or Occupier must at its cost comply with:
- a. the Rules; and
 - b. all directions and rules of use set by the Manager or the Owners Corporation.
- 14.2 A Member or Occupier must at its cost ensure that its agents, licensees, invitees, contractors and visitors comply with:
- a. the Rules; and
 - b. all directions and rules of use set by the Manager or the Owners Corporation from time to time.
- 14.3 A breach of any directions or rules of use is a breach of the Rules.
- 14.4 A Member or Occupier uses the Common Property at its own risk.
- 14.5 A Member or Occupier must pay, within 7 days of notice from the Owners Corporation, the costs of the Owners Corporation in relation to:
- a. remedying any breach by it of the Rules; and

- b. any damage caused by any breach by it of the Rules.

15. PETS AND ANIMALS

- 15.1 A Member or Occupier may keep a maximum of two (2) domestic animals or pets on its Lot if it has:
- a. obtained the prior written consent of the Owners Corporation;
 - b. registered the domestic animal or pet with the City of Melbourne Council;
 - c. registered the domestic animal or pet with the Owners Corporation and/or the Manager; and
 - d. provided a photograph of the domestic animal or pet to the Owners Corporation and/or the Manager.
- 15.2 A Member or Occupier must at its cost ensure that any domestic animal or pet belonging to it:
- a. does not vomit, urinate or defecate on the Common Property;
 - b. does not access the front of the Building;
 - c. is kept within its Lot;
 - d. is kept on a lead and/or carried in a cage whilst on the Common Property;
 - e. is not left or tied up on the Common Property for longer than is reasonably necessary; and
 - f. does not unreasonably interfere with a Member or Occupier of any other Lot.
- 15.3 A Member or Occupier:
- a. must at its cost immediately clean any vomit, urine, faeces and any other mess or untidiness caused by the domestic animal or pet, including footprints; and
 - b. is liable to the Members or Occupiers of any other Lot for any damage to any person, a Lot or the Common Property caused by its domestic pet or animal.

16. CLEANING OF LOT AND RANGEHOOD

- 16.1 A Member or Occupier must at its cost:
- a. keep its Lot in a clean and tidy condition;
 - b. keep its Lot free of pests and vermin; and
 - c. clean the filters of any rangehood installed in its Lot at least once every 3 months.

17. GARBAGE/RUBBISH

- 17.1 A Member or Occupier must at its cost
- a. not dispose of garbage/rubbish onto the Common Property; and
 - b. deposit all garbage and rubbish in the allocated recyclable bins specifically provided for that purpose and/or garbage bins for general waste.
- 17.2 A Member or Occupier must dispose of garbage in the manner specified by the Owners Corporation or the Manager from time to time but otherwise:
- a. rubbish or refuse from a vacuum cleaner must be placed in a rubbish bag and securely closed before disposing of it in the garbage/rubbish chute;

- b. glass items must be completely drained, cleaned and deposited in the recycling bin for glass items;
- c. recyclable items, such as paper, cardboard and plastic are to be placed in the recycling bin for these items;
- d. all other garbage must be drained and securely wrapped in small parcels and deposited in the rubbish chute; and
- e. all cardboard boxes and packaging must be broken down and neatly placed in an area designated by the Manager.
- f. A Member 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, and any improper disposal of garbage or waste that requires cleaning or repairs to the Common Property will be chargeable to the offending Member or Occupier.
- g. A Member or Occupier must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the bins or any area of Common Property. Costs of removal caused by disposal of oversized waste in the garbage bins and/or removal of such items from Common Property will be charged to the offending Member or Occupier.

18. STORAGE OF BICYCLES

18.1 A Member or Occupier must:

- a. not permit any bicycle to be stored in any place other than the Bicycle Storage Facilities;
- b. not use the lifts in the Building for taking bicycles to and from its Lot;
- c. not enter any part of the Building with a bicycle except by Back of House; and
- d. comply with the rules of use for bicycles set by the Owners Corporation or Manager.

19. SIGNS, BLINDS, UMBRELLAS AND AWNINGS

19.1 A Member or Occupier must not erect or affix any sign or notice (including any for sale or for lease boards) to any part of the Common Property or its Lot which is visible from outside its Lot.

19.2 A Member or Occupier must only install the Window Coverings which have been approved by the Owners Corporation.

19.3 A Member or Occupier must not install:

- a. any type of awnings, external umbrella or other shade coverings to the terrace or balcony; and
- b. venetian or vertical blinds to the windows,

of its Lot.

19.4 The backing colour of any curtains, blinds or other Window Coverings which are visible from outside the Lot must be white or off white and no other colour whatsoever.

20. FLY SCREENS AND SECURITY DOORS

20.1 A Member or Occupier must not install any fly screen or security door on the outside of:

- a. the entrance door; and
- b. the sliding door on the balcony,

of its Lot.

20.2 A Member or Occupier may install a fly screen or security door on the inside of any door on its Lot if it:

- a. provides the Owners Corporation with:
 - i. an engineer's report; and
 - ii. scope of works; and
- b. obtains the prior written consent of the Owners Corporation.

21. MAIL

21.1 A Member or Occupier must at its cost:

- a. clear its mail box every day; and
- b. arrange for its mail box to be cleared by another person if it is absent for more than one night.

22. SPECIAL RIGHTS FOR THE DEVELOPER AND THE DEVELOPER'S MORTGAGEE

22.1 For a period of 10 years from the date of the first meeting of the Owners Corporation these Additional Rules will not prevent or hinder the Developer or the Developer's Mortgagee from:

- a. completing construction and/or improvements on the Land; and
- b. selling or leasing any Lot;
- c. using any Lot as a display Lot to assist in the marketing and sale of the other Lots;
- d. placing signs and other materials relating to the sale and/or lease of Lots on the Common Property;
- e. conducting an auction sale in a Lot or on the Common Property; and
- f. using the Common Property to assist in the completion of construction works and the sale of any Lot.

22.2 Each Member consents to:

- a. this Additional Rule 22;
- b. the entitlements of the Developer granted by this Additional Rule 22; and
- c. the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.3 A Member or Occupier must not:

- a. prevent;
- b. interfere with;
- c. object to; or
- d. make any claim against,

the Developer or the Developer's Mortgagee carrying out the activities set out in this Additional Rule 22.

22.4 The Owners Corporation must do all things reasonably required by the Developer or the Developer's Mortgagee to facilitate the:

- a. efficient and economic completion of the construction of the Development; and
- b. sale of the Lots,

including:

- c. signing all necessary consents; and
- d. restricting access to any part of the Common Property.

23. BUILDING WORKS

23.1 A Member or Occupier must not undertake any Building Works without a professional acoustic report.

23.2 A Member or Occupier must not undertake any Building Works in relation to its Lot except in accordance with the following requirements:

- a. all requisite permits, approvals and consent under all relevant laws ('Approvals') must be obtained from any relevant Authority;
- b. the Building Works must be carried out:
 - i. in accordance with the Approvals;
 - ii. in a reasonable manner to minimise any nuisance, annoyance, disturbance and inconvenience to Members and Occupiers of other Lots;
 - iii. using high quality finishes and materials; and
 - iv. in a proper and workmanlike manner by qualified and licensed building contractors;
- c. Building Works which include the use of heavy machinery, or jack hammer or the like must not be undertaken before 8:00 am or after 4:00 pm weekdays (or other times as specified by the Manager from time to time), or at any time during weekends or public holidays; and
- d. the Building Works must not affect:
 - i. the external appearance of the Building or the Common Property;
 - ii. the structure of the Building;

- iii. the Building Facilities and Building Services;
- iv. the Fire Safety Devices and fire rating of the Building; and
- v. the acoustic ratings of the Building.

23.3 A Member or Occupier must not proceed with any Building Works until it:

- a. gives the Owners Corporation plans and specifications of the Building Works;
- b. gives the Owners Corporation any further information in relation to the Building Works requested by the Owners Corporation;
- c. receives written consent for the Building Works from the Owners Corporation; and
- d. pays the Owners Corporation's reasonable costs in relation to the Building Works before the commencement of the Building Works.

23.4 A Member or Occupier must when undertaking the Building Works:

- a. comply with the proper and reasonable directions of the Owners Corporation in relation to:
 - i. Building operations;
 - ii. means of access;
 - iii. use of Common Property;
 - iv. on-site management;
 - v. Building protection; and
 - vi. hours of work;
- b. comply with:
 - i. all the requirements of any relevant Authority; and
 - ii. any other relevant Model Rules and Additional Rules;
- c. ensure that its building contractors:
 - i. are supervised in the carrying out of the Building Works; and
 - ii. effect and maintain, a contractor's all risk insurance policy, noting the interest of the Owners Corporation; and
- d. ensure that:
 - i. building materials are not stacked or stored in the front side or rear of the Common Property or the Building;
 - ii. scaffolding is not erected on the Common Property or the exterior of the Building; and
 - iii. construction vehicles and construction workers' vehicles are not brought into, or parked in, the Common Property.

23.5 A Member or Occupier must at its cost repair any damage to:

- a. the Common Property;
- b. any other Lot;
- c. Building Facilities; and
- d. Building Services,

caused by the Building Works.

23.6 The Manager may, in its absolute discretion require a Member or Occupier to pay a security deposit or bond (Bond) in relation to its obligations under this Rule.

23.7 The Owners Corporation may, in its absolute discretion, use the Bond to repair any damage to the items set out in Additional Rule 23.5 if a Member or Occupier does not comply with its obligations under Additional Rule 23.5.

23.8 The Owners Corporation may stop all Building Works if the Member or Occupier has not complied with this Additional Rule 23.

24. CLEANING OF BUILDING

24.1 A Member or Occupier must allow the Owners Corporation cleaners access to the balconies and terraces on its Lot to clean the Façade of the Building.

24.2 A Member or Occupier of a Lot where anchor points are located must provide access with or without notice should notice not be able to be given in an emergency.

24.3 A Member or Occupier must at its cost clean:

- a. balconies and terraces;
- b. windows;
- c. glass doors/areas, and
- d. external and internal facing,

of its Lot at least once per calendar month or within 7 days of a written notice from the Owners Corporation.

25. LEASING A LOT

25.1 If a Member grants a lease or licence (Lease) its Lot to an Occupier it must at its cost:

- a. ensure that Lease is not less than 6 months;
- b. give the Occupier a current copy of the Rules;
- c. ensure that the Rules are incorporated in the Lease as an essential term;
- d. ensure that the Occupier and its visitors and invitees comply at all times with the Rules;
- e. take all action available to remedy a breach of the Rules by the Occupier and its visitors; and
- f. give to the Manager:
 - i. contact details of the real estate agent managing the Lease;

- ii. written details of the Occupier; and
- iii. a copy of the Lease.

26. PERSONAL INFORMATION OF MEMBERS AND OCCUPIERS

- 26.1 The Owners Corporation may collect personal information about Members and Occupiers of Lots, including but not limited to their name and address.
- 26.2 Personal information collected by the Owners Corporation regarding Members and Occupiers may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

27. USE OF CAR SPACES

- 27.1 A Member or Occupier must not:
- a. use or permit a Car Space to be used for any purpose other than the parking of a Motor Vehicle including but not limited to:
 - i. storage;
 - ii. residence;
 - iii. the repair, maintenance, servicing, disassembly or assembly of a Motor Vehicle; and
 - iv. the cleaning or washing of a Motor Vehicle;
 - b. leave any Motor Vehicle in any part of the Car Park other than in a Car Space;
 - c. bring into a Car Space or the Car Park any Motor Vehicle which is:
 - i. heavily soiled;
 - ii. un-roadworthy;
 - iii. excessively noisy;
 - iv. dangerous; or
 - v. leaking fuel, gas, oil or water;
 - d. enclose a Car Space; and
 - e. affix any door, cage, storage cupboards or bicycle rack to a Car Space without the prior written consent of the Owners Corporation.

28. USE OF CAR PARK

- 28.1 A Member or Occupier must at its cost comply with:
- a. every traffic sign in or at the entrance or exit of the Car Park;
 - b. any conditions of entry imposed by the Owners Corporation in relation to the Car Park including but not limited to speed restrictions;
 - c. any traffic management plan imposed by the Owners Corporation; and
 - d. any enforcement measures imposed by the Owners Corporation in relation to the misuse of the Car Spaces and the Car Park.

- 28.2 The Owners Corporation may:
- a. remove any Motor Vehicle which:
 - i. is not parked wholly within a marked Car Space;
 - ii. is not parked on the Car Space designated for that Motor Vehicle;
or
 - iii. does not comply with the Rules;
 - b. install traffic signs in the Car Park and the entrances and exit to the Car Park;
 - c. install speed humps and other traffic control devices in the Car Park;
 - d. impose conditions of use in relation to the Car Park including maximum speed restrictions; and
 - e. designate Car Spaces by numbering, line marking or other means.

29. USE OF STORAGE SPACE

- 29.1 A Member or Occupier must not:
- a. use or permit a Storage space to be used for any purpose other than storage including but not limited to:
 - i. a residence; and
 - ii. the parking of a Motor Vehicle; and
 - b. store anything on a Storage space which:
 - i. emits odours;
 - ii. emits noise;
 - iii. is not dry or clean;
 - iv. is rubbish or waste materials including but not limited to any refuse or food or food waste or other putrescible matter; and
 - v. is not in conjunction with the use of its Lot.

Ref No. 16844

Owners Corporation Maintenance Survey 21 Plenty Road, Bundoora



This maintenance survey only relates to the common property and outward appearance of the property

Owners corporation	PS742797M
Plan of subdivision	30929003
Date of report	5 May 2021
Prepared by	Buildspect Consulting Pty Ltd Mr Nicholas Warton, Building Consultant

© COPYRIGHT 2021 BUILDSPECT CONSULTING PTY LTD

Table of Contents

Table of Contents.....	2
Introduction	3
Documents	3
The Property	3
Maintenance Surveys and Inspections	3
Maintenance Plan	4
Establishing a Maintenance Fund	4
Payments from a Maintenance Fund.....	5
Assumptions and Rates.....	5
Observations / Summary	6
Capital Expenditure.....	7
Maintenance Fund	7
15 Year Cash Flow Graph	8
Legislative Requirements.....	9
1. Section 36 of the Owners Corporations Act 2006	9
2. Section 37 of the Owners Corporations Act 2006	9
3. Section 38 of the Owners Corporations Act 2006	9
4. Section 5 of the Owners Corporation Regulations 2007	10
Qualification.....	10

Introduction

This maintenance plan budget has been calculated under the directions of the strata manager. As per the instruction of the strata manager we have calculated the maintenance plan based on the following.

- The property consists of one owners corporation as per the plan of subdivision provided.
- Common area consists of those walls, floors and ceilings which define boundaries and all columns, internal service ducts, service rooms and risers, pipe shafts contained within the building.
- The building is in good condition having only been recently constructed.
- The maintenance plan has been calculated for anticipated future maintenance works in order to maintain the building in a good state of repair. No allowance has been made for building defect repairs or major renovations.
- It is recommended to review the maintenance plan after five years to summarize the contribution amounts, actual expenditure and general condition of maintainable items within the plan.

Documents

The plan of subdivision was provided to assist in the preparation of the maintenance plan.

The Property

The site is an irregular shaped corner block facing east and falls to the north east. There is constructed on the site a multi-level apartment complex with 3 levels of basement carpark.

The external walls are concrete with feature cladding to all levels. The building features aluminium windows and a flat waterproofed roof. The front door faces east.

Maintenance Surveys and Inspections

Every year your owners corporation or its delegate should inspect the common property and must review the maintenance plan. The results will help you determine the next work program and budget to be presented at the annual general meeting for approval.

At its annual general meeting, an owners corporation must report on the:

- maintenance plan;
- budget; and
- proposed contributions to the maintenance fund.

Your owners corporation may need specialised professional help to carry out certain aspects of the maintenance plan, such as the:

- Inspections;
- risk assessment;
- maintenance fund forecast;

- capital works; and
- Budgeting.

The cost of this specialist advice should be factored in your owners corporation budget.

Before the inspection, it is a good idea to survey residents about maintenance issues. This maintenance survey:

- identifies problems affecting residents;
- provides extra information about the building;
- shows that the owners corporation, committee and delegates are exercising due diligence in carrying out duties, functions and powers;
- encourages communication between the owners corporation, its committee, occupiers and managers; and
- builds awareness of issues and legal responsibilities.

Maintenance Plan

Your building will need maintenance as it ages. Good maintenance helps retain the value of the building and makes the property more enjoyable to live in. Poor maintenance or neglect can lead to serious damage and safety hazards.

An owners corporation maintenance plan must cover:

- major capital items for repair and replacement over the next 15 years;
- the present condition of those items;
- when the items or components will need to be repaired or replaced;
- the estimated cost of the repair and replacement of those items or components; and
- the expected life of those items or components once repaired or replaced.

If an owners corporation has a maintenance plan, then it must have a maintenance fund to cover the cost of works in the plan.

Establishing a Maintenance Fund

Any owners corporation with a maintenance plan must establish a maintenance fund.

The fund must contain any:

- part of the annual fees designated for the maintenance plan;
- amounts received under an insurance policy for any item in the maintenance plan;
- interest earned by investing fund money;
- amounts of a prescribed kind (there are no prescribed amounts at this time); and
- amounts of a kind determined by the owners corporation.

Payments from a Maintenance Fund

An ordinary resolution at a general meeting is required for money to be paid out of the maintenance fund for items listed in the maintenance plan.

A special resolution is required for payments from the maintenance fund for an urgent matter not listed in the maintenance plan.

Assumptions and Rates

The following assumptions and rates have been made in the preparation of this report.

Inflation Rate	3%
Interest Rate	4%
Taxation Rate	30%
Fee Escalator	4%
Contingency	10%
GST	10%

Observations / Summary

Item Description	Condition	Comment	Year	Life	Cost (\$) Inc
Plumbing					
Leaks	Good	Estimated maintenance works required for plumbing	2022	2	2,000
Rust stains	Good	Estimated maintenance works required for sewer maintenance	2021	1	1,000
Stormwater drainage	Good	Cleaning and replacement of the stormwater system	2021	1	1,000
Access and paths					
Carpark access	Good	Estimated maintenance works required minor repairs to carpark access	2022	2	1,000
Walkway	Good	Estimated maintenance works required minor repairs to walkways	2021	1	1,000
Emergency exits	Good	Estimated maintenance works required for exit lighting	2021	1	250
Fire doors	Good	Estimated maintenance works required for fire doors	2021	1	1,200
Safety harness points	Good	Estimated maintenance works for harness point inspections	2021	1	800
Fencing					
External	Fair	Estimated maintenance works required for external fences	2022	10	4,600
Fencing to roof	Good	Estimated maintenance works required for fencing to the roof	2035	15	5,000
Windows					
Foyer doors	Good	Estimated maintenance works required for general	2025	5	2,000
Window sills	Good	Estimated maintenance works required for general	2025	5	1,500
Glass	Good	Estimated maintenance works required for replacement glass or hardware	2021	1	3,000
Doors					
Seals and frame	Good	Estimated maintenance works required to service the seals	2025	5	1,500
Broken panes	Good	Estimated maintenance works required for replacement glass	2022	2	1,500
Roof					
Water proofing	Good	Estimated maintenance works required and re waterproofing	2025	5	20,000
Flashings	Good	Estimated maintenance works required for flashings	2025	5	5,000
Walls					
Internal paintwork	Good	Estimated maintenance work for paintwork (painting programme recommended)	2022	2	2,370
External paintwork	Good	Estimated maintenance work for paintwork (painting programme recommended)	2025	5	8,000
External render	Good	Estimated maintenance work for rendering	2022	2	1,500
Parking areas					
Ventilation	Good	Estimated maintenance including service and cleaning filters	2025	5	5,000
Pumps	Good	Estimated maintenance including repairs to pumps	2022	2	1,500
Sprinkler system	Good	Estimated maintenance work required to inspect, report and	2021	1	3,000
Floor	Good	Estimated maintenance to line marking, bollards and concrete	2025	5	2,000
Steelwork	Good	Estimated maintenance to steel cages and handrails	2025	5	2,500
Automatic door	Good	Estimated maintenance to repair and service automatic garage	2022	2	750
Other					
Electrical	Good	Estimated maintenance works required annual inspection	2021	1	4,000
Fire alarms	Good	Estimated maintenance works required annual inspection	2021	1	2,000
Fire hoses	Good	Estimated maintenance works required annual inspection	2021	1	1,500
Post boxes	Good	Estimated maintenance required for post boxes	2025	5	1,000
Carpet	Good	Estimated maintenance and replacement	2035	15	15,830
Security	Good	Estimated maintenance required for security system	2021	1	750
Security update	Good	Upgrade to security	2030	5	7,500
Landscaping	Good	Estimated maintenance required for landscaping	2021	1	4,000
Tiling	Good	Estimated maintenance and replacement	2030	5	20,250
Timber panelling	Good	Maintenance and painting of feature timber panelling lift lobby's (painting programme recommended)	2022	2	7,000

Capital Expenditure

Item Description	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Plumbing															
Leaks		2,122		2,251		2,388		2,534		2,688		2,852		3,025	
Rust stains	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Stormwater drainage	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Access and paths															
Carpark access		1,061		1,126		1,194		1,267		1,344		1,426		1,513	
Walkway	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558
Emergency exits	258	265	273	281	290	299	307	317	326	336	346	356	367	378	389
Fire doors	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613	1,661	1,711	1,762	1,815	1,870
Safety harness points	824	849	874	900	927	955	984	1,013	1,044	1,075	1,107	1,141	1,175	1,210	1,246
Fencing															
External		4,880										6,559			
Fencing to roof															7,790
Windows															
Foyer doors					2,319					2,688					3,116
Window sills					1,739					2,016					2,337
Glass	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674
Doors															
Seals and frame					1,739					2,016					2,337
Broken panes		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
Roof															
Water proofing					23,185					26,878					31,159
Flashings					5,796					6,720					7,790
Walls															
Internal paintwork		2,514		2,667		2,830		3,002		3,185		3,379		3,585	
External paintwork					9,274					10,751					12,464
External render		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
Parking areas															
Ventilation					5,796					6,720					7,790
Pumps		1,591		1,688		1,791		1,900		2,016		2,139		2,269	
Sprinkler system	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674
Floor					2,319					2,688					3,116
Steelwork					2,898					3,360					3,895
Automatic door		796		844		896		950		1,008		1,069		1,134	
Other															
Electrical	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703	5,874	6,050	6,232
Fire alarms	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116
Fire hoses	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016	2,076	2,139	2,203	2,269	2,337
Post boxes					1,159					1,344					1,558
Carpet															24,663
Security	773	796	820	844	869	896	922	950	979	1,008	1,038	1,069	1,101	1,134	1,168
Security update										10,079					11,685
Landscaping	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703	5,874	6,050	6,232
Tiling										27,214					31,549
Timber panelling		7,426		7,879		8,358		8,867		9,407		9,980		10,588	
Total	24,205	48,504	25,679	46,281	83,468	49,099	28,902	52,090	30,662	157,735	32,529	65,186	34,511	62,198	187,860

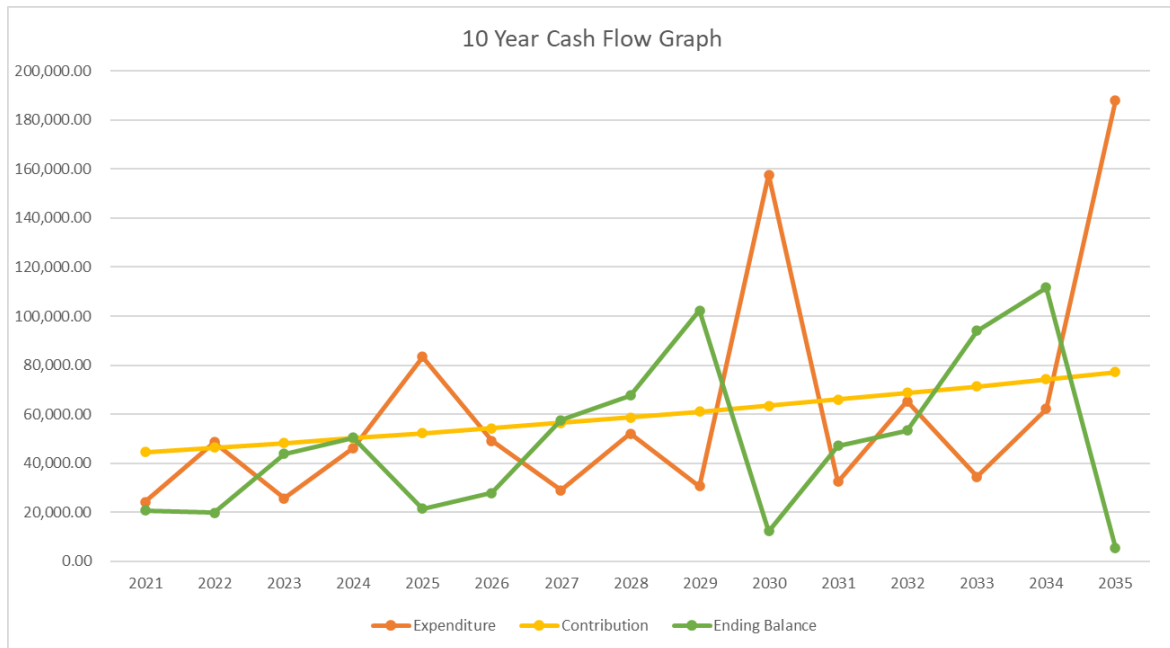
Maintenance Fund

The table below shows the cash flow for the owners corporation, starting with the opening balance at the start of the first financial year which has been provided to us. We then add the contribution for the year and any interest on funds in the sinking fund account. Any anticipated expenses are then allowed for arriving at a closing balance for the year which in turn becomes the opening balance for the following year.

Year	Financial	Opening Balance	Expenditure	Contribution	Surplus / Deficit	Interest	Ending Balance
1	2021	0.00	24,205.00	44,600.00	20,395.00	358.34	20,753.34
2	2022	20,753.34	48,504.35	46,384.00	18,632.99	1,157.52	19,790.51
3	2023	19,790.51	25,679.08	48,239.36	42,350.78	1,535.72	43,886.51
4	2024	43,886.51	46,280.92	50,168.93	47,774.52	2,594.86	50,369.38
5	2025	50,369.38	83,467.73	52,175.69	19,077.34	2,349.96	21,427.30
6	2026	21,427.30	49,099.43	54,262.72	26,590.59	1,324.29	27,914.88
7	2027	27,914.88	28,902.04	56,433.23	55,446.07	2,090.78	57,536.85
8	2028	57,536.85	52,089.59	58,690.56	64,137.82	3,428.38	67,566.20
9	2029	67,566.20	30,662.17	61,038.18	97,942.21	4,423.49	102,365.70
10	2030	102,365.70	157,735.47	63,479.71	8,109.94	4,237.12	12,347.06
11	2031	12,347.06	32,529.50	66,018.90	45,836.46	1,299.23	47,135.69
12	2032	47,135.69	65,185.79	68,659.65	50,609.55	2,774.64	53,384.19
13	2033	53,384.19	34,510.54	71,406.04	90,279.69	3,721.58	94,001.27
14	2034	94,001.27	62,197.69	74,262.28	106,065.86	5,623.63	111,689.49
15	2035	111,689.49	187,859.71	77,232.77	1,062.54	4,486.25	5,548.79

15 Year Cash Flow Graph

The graph below tracks the contribution amounts collected in the levies each year, the projected maintenance fund account year end closing balance and the likely expenses each year.



Legislative Requirements

This maintenance plan is provided pursuant to Division 3 of the Owners Corporations Act 2006 Sections 36 & 37 as required for a Prescribed Owners Corporation under Section 5 of the Owners Corporation Regulations 2007.

1. Section 36 of the Owners Corporations Act 2006

Section 36 of the Owners Corporation Act 2006 states:

Maintenance plan

- (1) *A prescribed owners corporation must prepare a maintenance plan for the property for which it is responsible.*
- (2) *An owners corporation (other than a prescribed owners corporation) may prepare a maintenance plan for the property for which it is responsible."*

2. Section 37 of the Owners Corporations Act 2006

Section 37 of the Owners Corporations Act 2006 sets out what a maintenance plan must contain:

"What must a maintenance plan contain?"

(1) *The maintenance plan must set out—*

- (a) *the major capital items anticipated to require repair and replacement within the next 15 years; and*
- (b) *the present condition or state of repair of those items; and*
- (c) *when those items or components of those items will need to be repaired or replaced; and*
- (d) *the estimated cost of the repair and replacement of those items or components; and*
- (e) *the expected life of those items or components once repaired or replaced; and*
- (f) *any other prescribed information.*

(2) *In this section—*

"major capital item" includes—

- (a) *a lift; or*
- (b) *an air conditioning plant; or*
- (c) *a heating plant; or*
- (d) *an item of a prescribed class."*

3. Section 38 of the Owners Corporations Act 2006

Section 38 of the Owners Corporations Act 2006 states:

"When does a maintenance plan have effect?"

- (1) *A maintenance plan does not have effect unless it is approved by the owners corporation.*

(2) In approving a maintenance plan, an owners corporation may set conditions for the payment of money out of the maintenance fund.”

4. Section 5 of the Owners Corporation Regulations 2007

Section 5 of the Owners Corporation Regulations 2007 states:

“Prescribed owners corporations

For the purposes of the definition of prescribed owners corporation in section 3 of the Act, the following classes are prescribed—

- (a) an owners corporation that levies annual fees in excess of \$200 000 in a financial year;*
- (b) an owners corporation that consists of more than 100 lots.”*

Qualification

This report is based on a visual site inspection. Unless otherwise stated:

- no soil or other material has been excavated or removed;
- no plants or trees have been removed;
- no samples have been taken or tested;
- no fixtures, fittings, cladding or lining materials have been removed;
- building services have not been tested;
- no items of furniture or chattels have been moved;
- the roof has not been water tested;
- no enquiries of Drainage, Sewerage or Water Authorities have been made;
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the building and providing this report;
- no special investigations of insect attack (e.g. borer, termite, etc.) has been made. Any reference to insect attack has been based on observation only and does not imply any expertise in these matters. Such a reference should be referred to appropriate experts and we recommend that a pest infestation inspection and report be undertaken;
- we have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect; and
- we have not carried out an inspection to identify any occupational health and safety risks.

This report prepared and signed by



Nick Warton
Consultant
Cert IV BldConst

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

Page 1 of 1

VOLUME 12189 FOLIO 920

Security no : 124114409238L
Produced 23/04/2024 04:07 PM

LAND DESCRIPTION

Lot 607 on Plan of Subdivision 742797M.
PARENT TITLE Volume 10065 Folio 970
Created by instrument PS742797M 25/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EJAZ MEHDI RIZVI of 25 CRYSTAL PALACE WAY LEPPINGTON NSW 2179
AT077183U 16/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV597743N 05/05/2022
WELL NIGH CAPITAL FUNDING NO 1 PTY LTD

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

DIAGRAM LOCATION

SEE PS742797M 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 21 PLENTY ROAD BUNDOORA VIC 3083

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 05/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS742797M

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS742797M
Number of Pages (excluding this cover sheet)	21
Document Assembled	23/04/2024 16:07

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION	EDITION 1	PS 742797M
----------------------------	------------------	-------------------

<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KEELBUNDORA</p> <p>TOWNSHIP: --</p> <p>SECTION: A</p> <p>CROWN ALLOTMENT: 2 (PART)</p> <p>CROWN PORTION: --</p> <p>TITLE REFERENCE: VOL 10065 FOL 970</p> <p>LAST PLAN REFERENCE: PC350451A</p> <p>POSTAL ADDRESS (at time of subdivision): 21 PLENTY ROAD BUNDOORA 3083</p> <p>MGA 2020 CO-ORDINATES: E 328 820 ZONE: 55 (approx. centre of land in plan) N 5 825 895</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610051 Planning Permit Reference: 610051 SPEAR Reference Number: S140422T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 05/02/2020</p> <p>Statement of Compliance issued: 19/02/2020</p>
--	---

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON	STAGING THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. 610051
NIL	NIL	<p>SURVEY THIS PLAN IS / IS NOT BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) PM509 & PM511 IN PROCLAIMED SURVEY AREA NO. -</p> <p>DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE : ALL BOUNDARIES.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.</p> <p>ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No.1, UNLESS SHOWN OTHERWISE.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>
<p>--- --- --- --- DENOTES STRUCTURE (NON BOUNDARY)</p> <p>PT - PART B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING CP No.1 - COMMON PROPERTY No.1</p>		

EASEMENT INFORMATION

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.

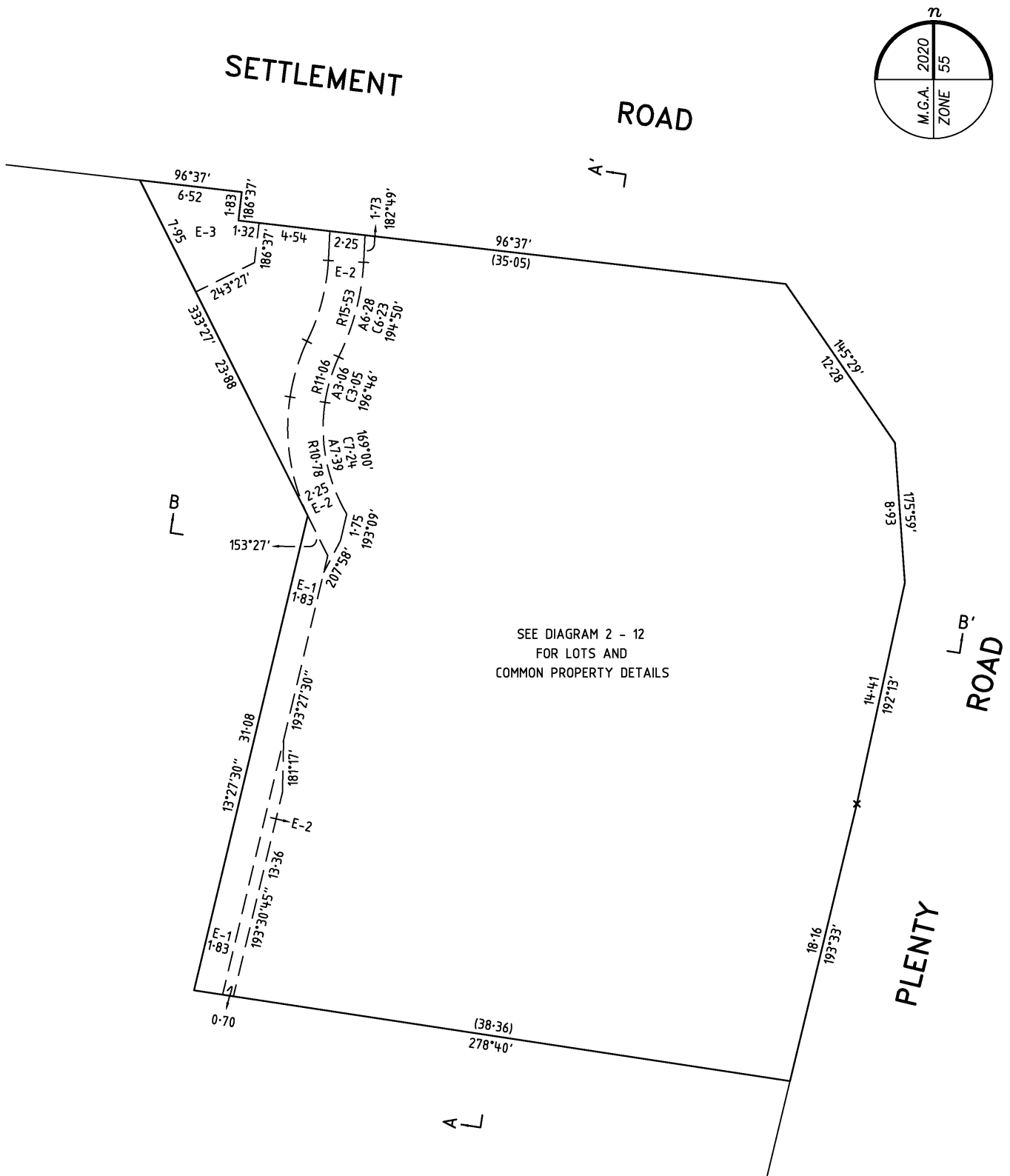
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT

SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE AND SEWERAGE	1.83	LP33477	LOTS ON LP33477
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	SUPPLY OF ELECTRICITY	SEE PLAN	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES Pty Ltd

<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au</p> <p>DEVELOP WITH CONFIDENCE™ <i>Bosco Jonson</i></p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>DATE 25/02/20</td> <td>REFERENCE 30929003</td> <td>ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td>VERSION J</td> <td>DRAWING 3092900AJ</td> <td>SHEET 1 OF 21 SHEETS</td> </tr> </table> <p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T</p> <p>PLAN REGISTERED TIME: 3:16pm DATE: 25/02/20 Assistant Registrar of Titles G Venn</p>	DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3	VERSION J	DRAWING 3092900AJ	SHEET 1 OF 21 SHEETS
DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3					
VERSION J	DRAWING 3092900AJ	SHEET 1 OF 21 SHEETS					

PLAN OF SUBDIVISION

PS 742797M



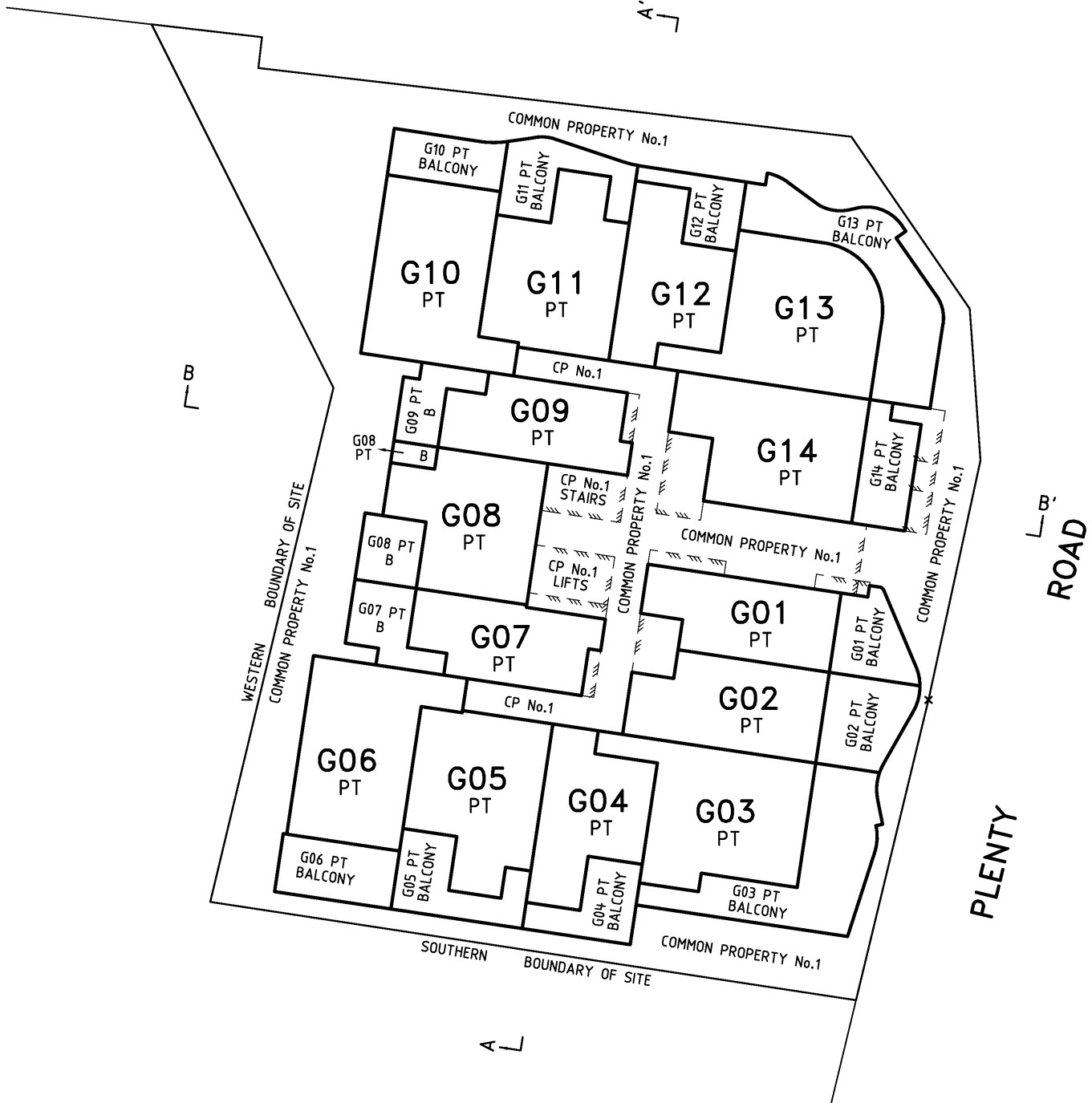
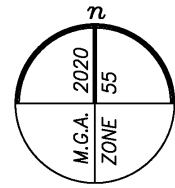
SITE DIAGRAM
DIAGRAM 1

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly Bosco Jonson DEVELOP WITH CONFIDENCE™	LICENSED SURVEYOR MICHAEL BYRNE		SCALE 1:250	LENGTHS ARE IN METRES
	DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3	
	VERSION J	DRAWING 3092900AJ	SHEET 2	
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T			Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T	

PLAN OF SUBDIVISION	PS 742797M
----------------------------	-------------------

SETTLEMENT

ROAD



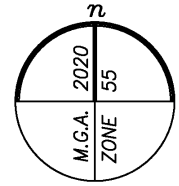
REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

GROUND LEVEL
DIAGRAM 2

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly Bosco Jonson		LICENSED SURVEYOR MICHAEL BYRNE	SCALE 1:250	<p>LENGTHS ARE IN METRES</p>	
		DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3	
		VERSION J	DRAWING 3092900AJ	SHEET 3	
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T			Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T		

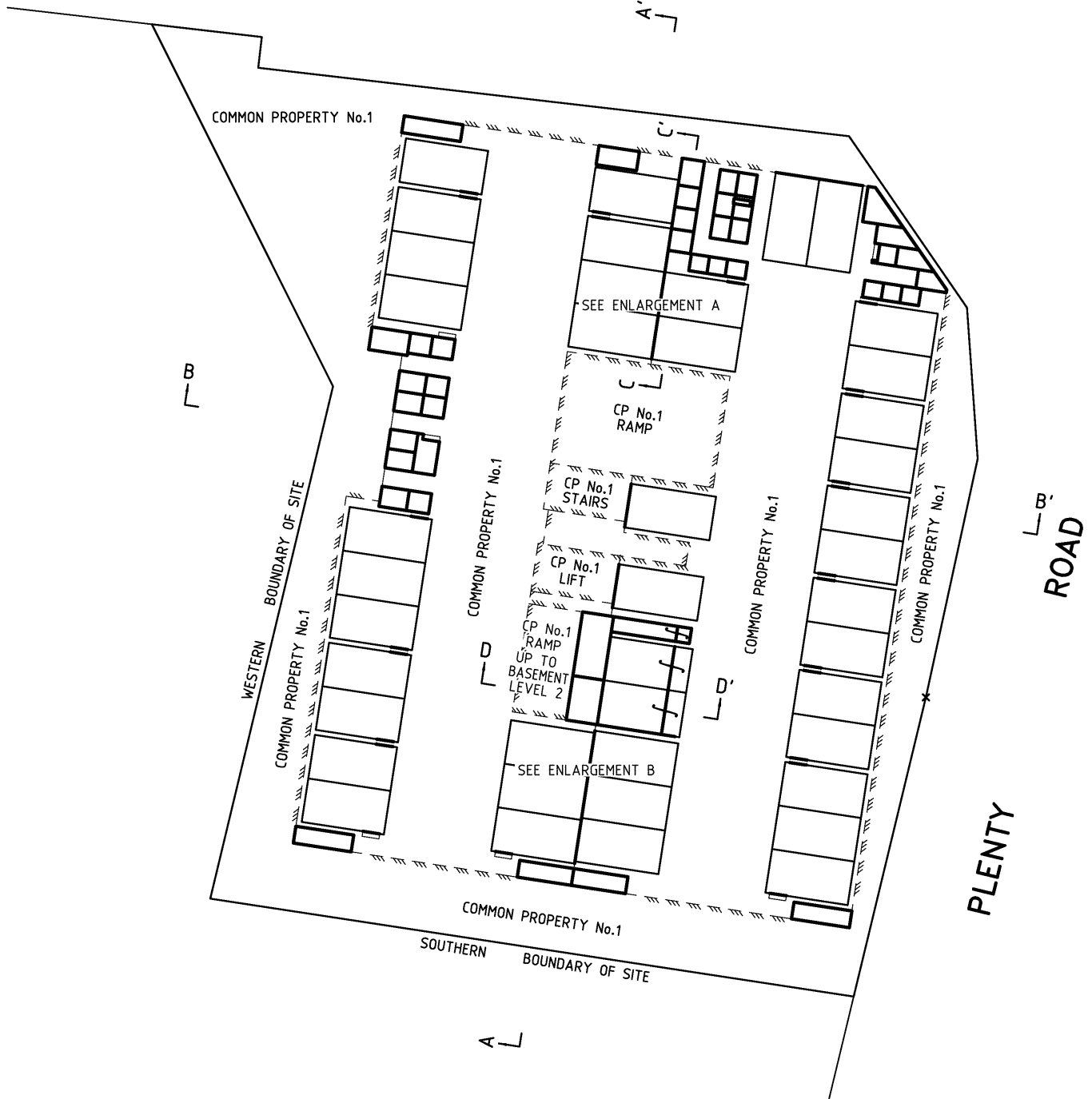
PLAN OF SUBDIVISION

PS 742797M



SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

BASEMENT 3 & BELOW
DIAGRAM 3

SEE ALSO ENLARGEMENTS A AND B

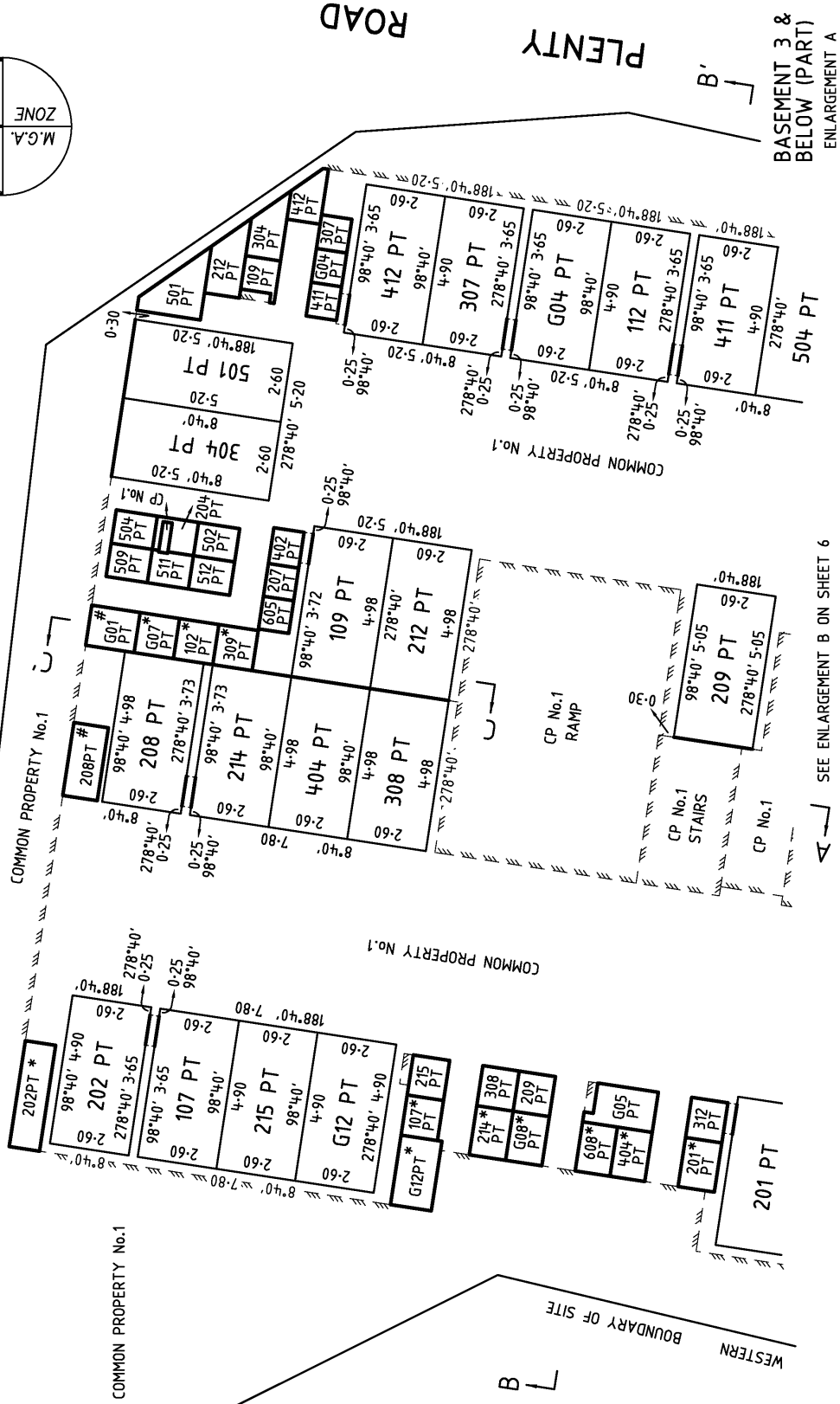
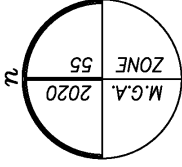
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Jonson</i>	LICENSED SURVEYOR MICHAEL BYRNE		SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES
	DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3	
	VERSION J	DRAWING 3092900AJ	SHEET 4	
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T			Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T	

PS 742797M

PLAN OF SUBDIVISION

SETTLEMENT

ROAD

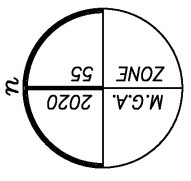
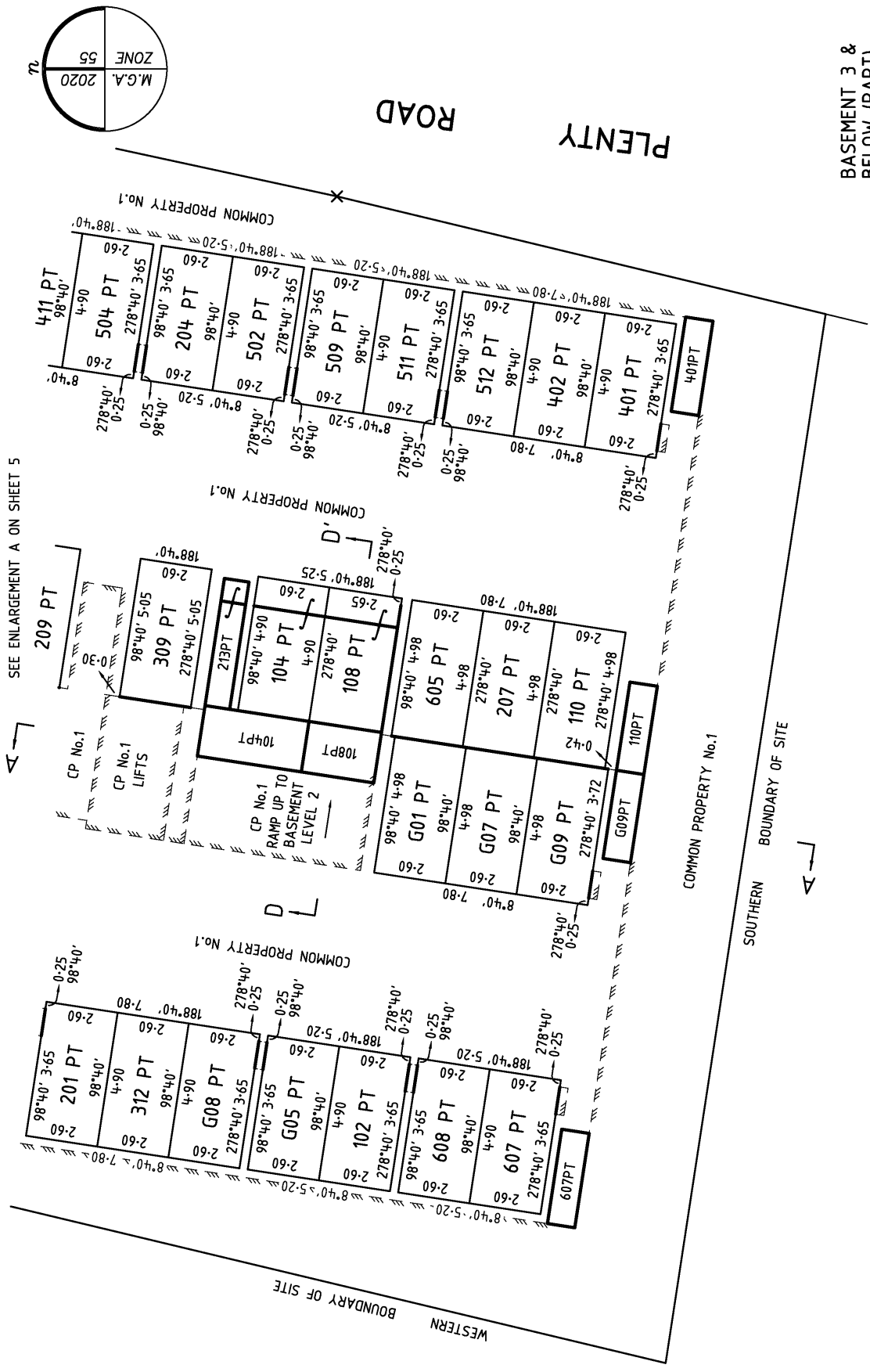


SEE ENLARGEMENT B ON SHEET 6


<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Johnson</p>	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 5</p>
	<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T</p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p>	

PLAN OF SUBDIVISION

PS 742797M



BASEMENT 3 &
BELOW (PART)
ENLARGEMENT B

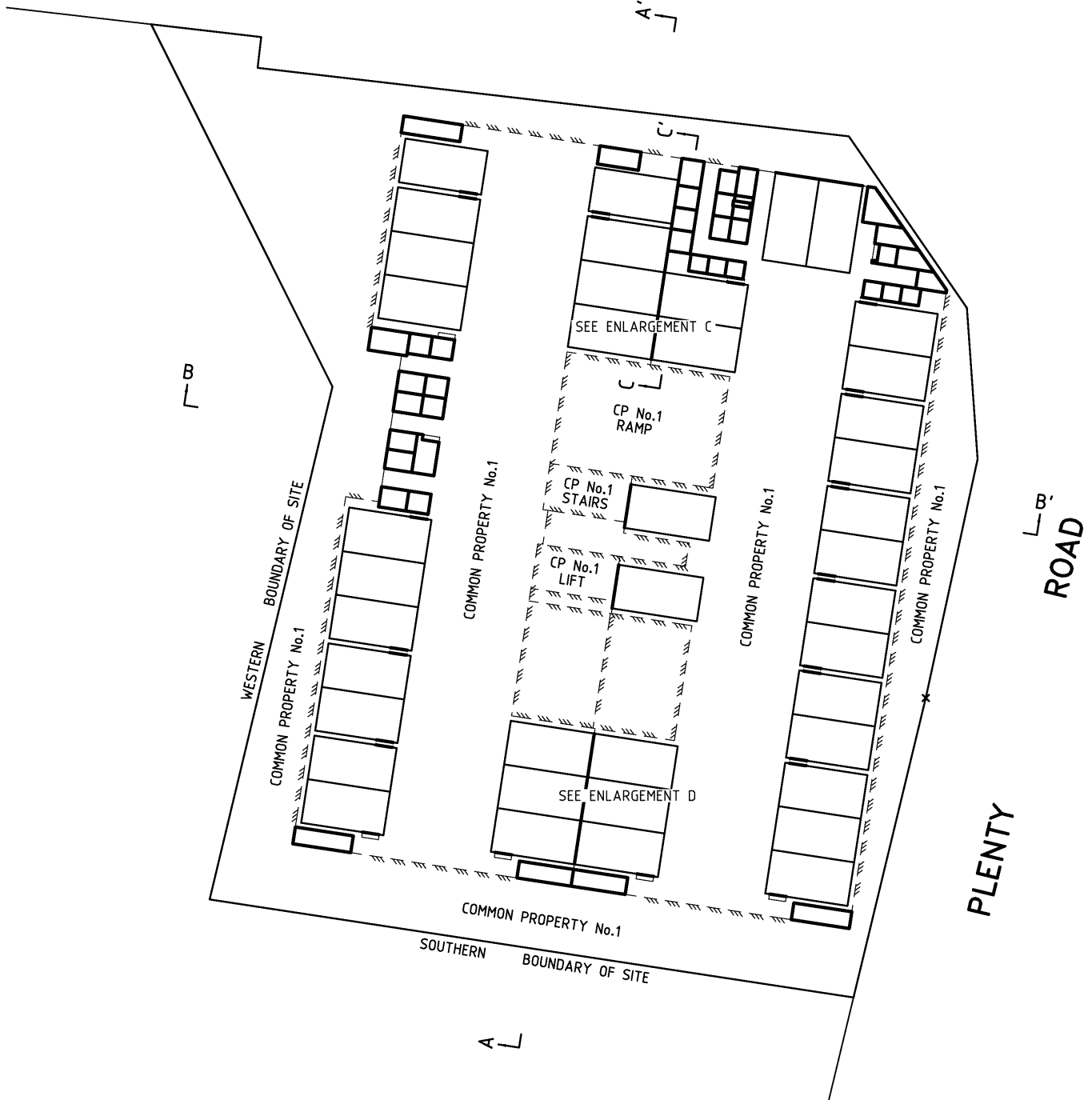
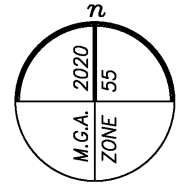
 <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly Bosco Johnson</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p>	<p>SCALE 1:150</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>
<p>DEVELOP WITH CONFIDENCE™</p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T</p>	<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

BASEMENT 2
DIAGRAM 4

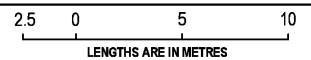
SEE ALSO ENLARGEMENTS C AND D

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™ Formerly **Bosco Jonson**



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

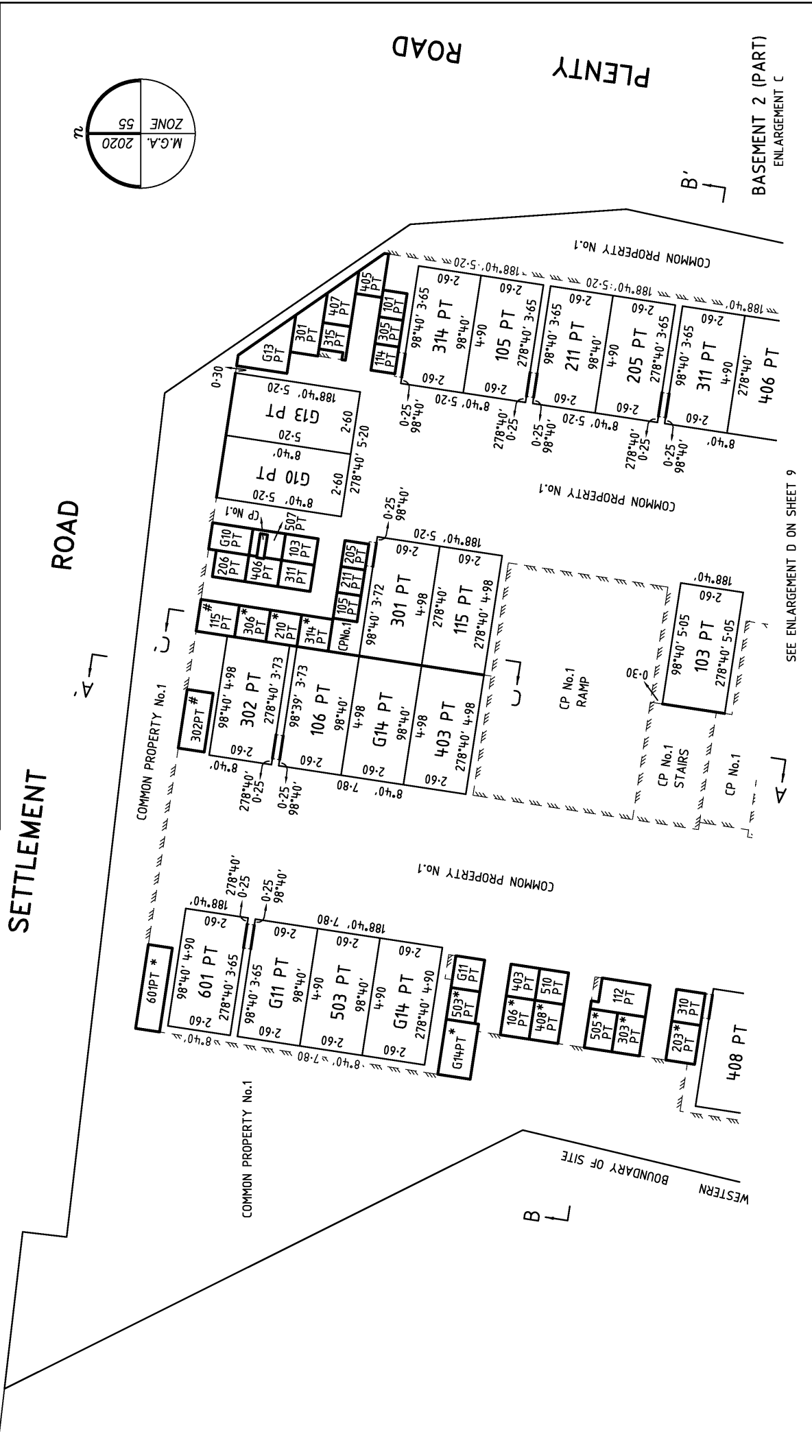
ORIGINAL SHEET SIZE A3
SHEET 7


Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M



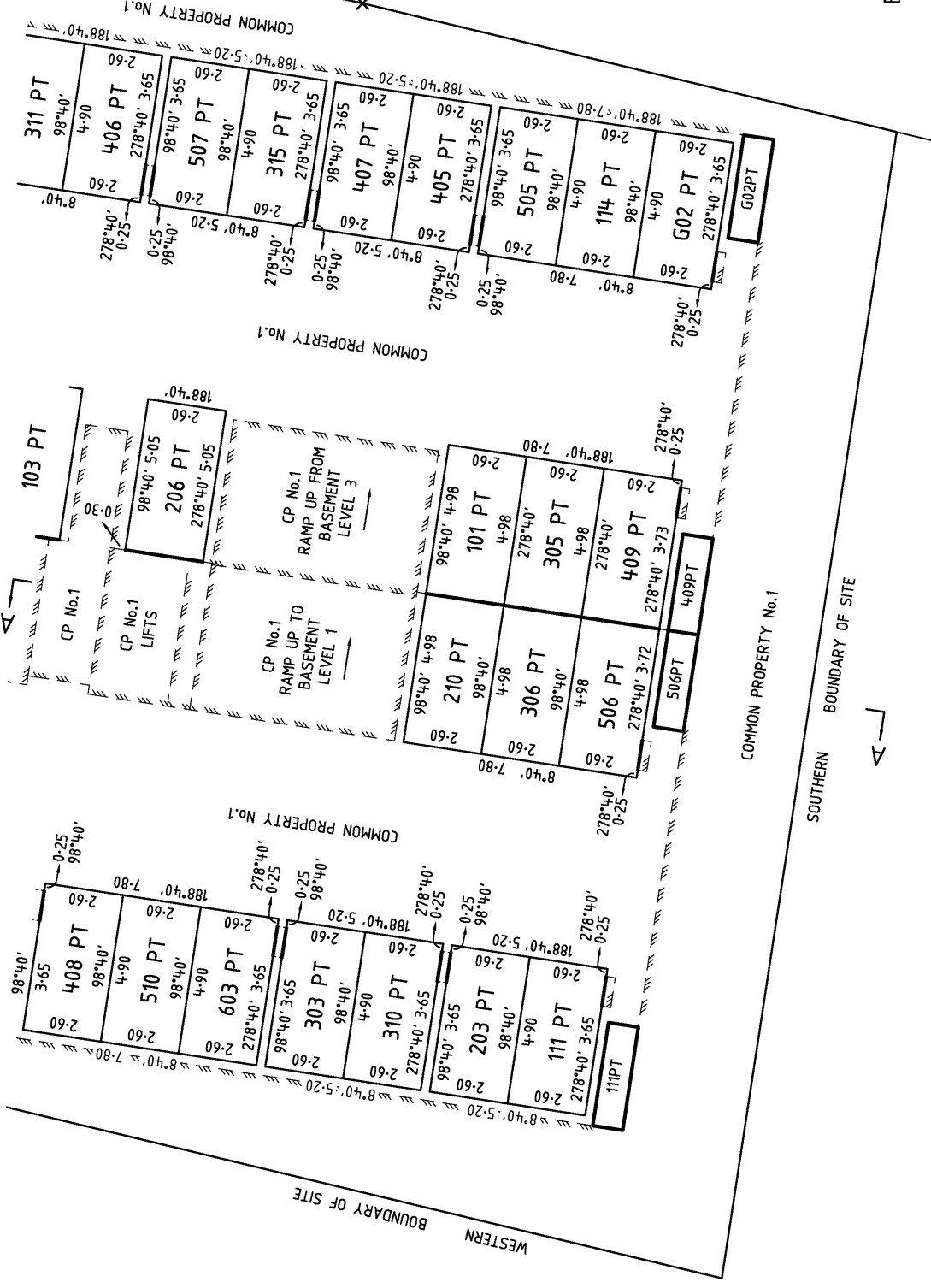
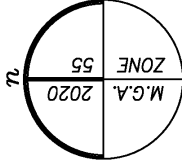
 <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly Bosco Johnson</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p>	<p>SCALE 1:150</p>	<p>ORIGINAL SHEET SIZE A3</p>
	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>
<p>DEVELOP WITH CONFIDENCE™</p>	<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T</p>	<p>SEE ENLARGEMENT D ON SHEET 9</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T</p>

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.

PLAN OF SUBDIVISION

PS 742797M

SEE ENLARGEMENT C ON SHEET 8

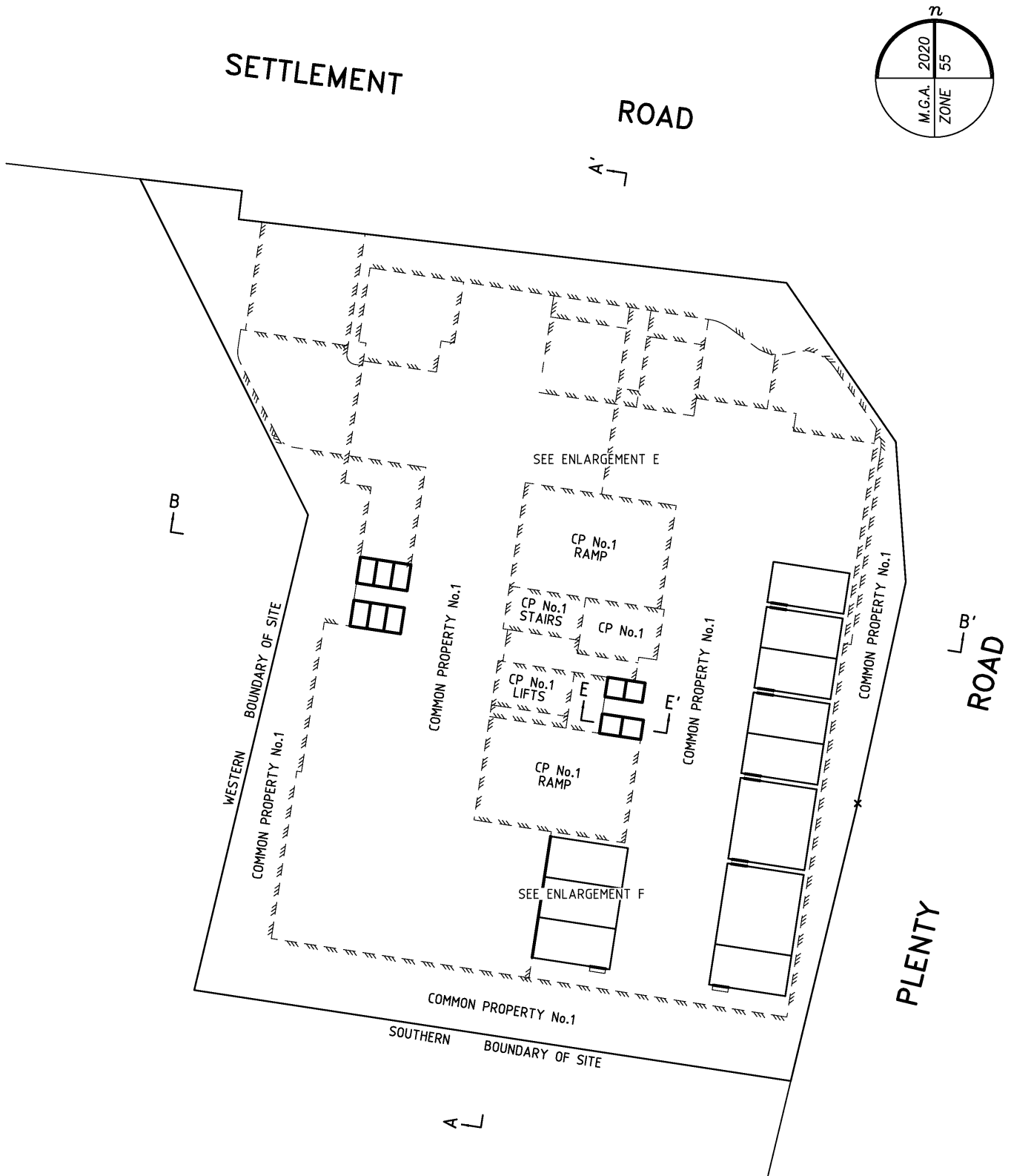


BASEMENT 2 (PART)
ENLARGEMENT D

<p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Johnson</p>	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>1.5 0 3 6</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 9</p>
	<p>Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.</p>	<p>Digitally signed by: Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S:140422T</p>	<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S:140422T</p>	

PLAN OF SUBDIVISION

PS 742797M



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

BASEMENT 1
DIAGRAM 5
SEE ALSO ENLARGEMENTS E AND F

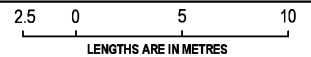
Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400



DEVELOP WITH CONFIDENCE™ **Bosco Jonson**
www.veris.com.au
Formerly

LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20

REFERENCE 30929003

VERSION J

DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 10

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

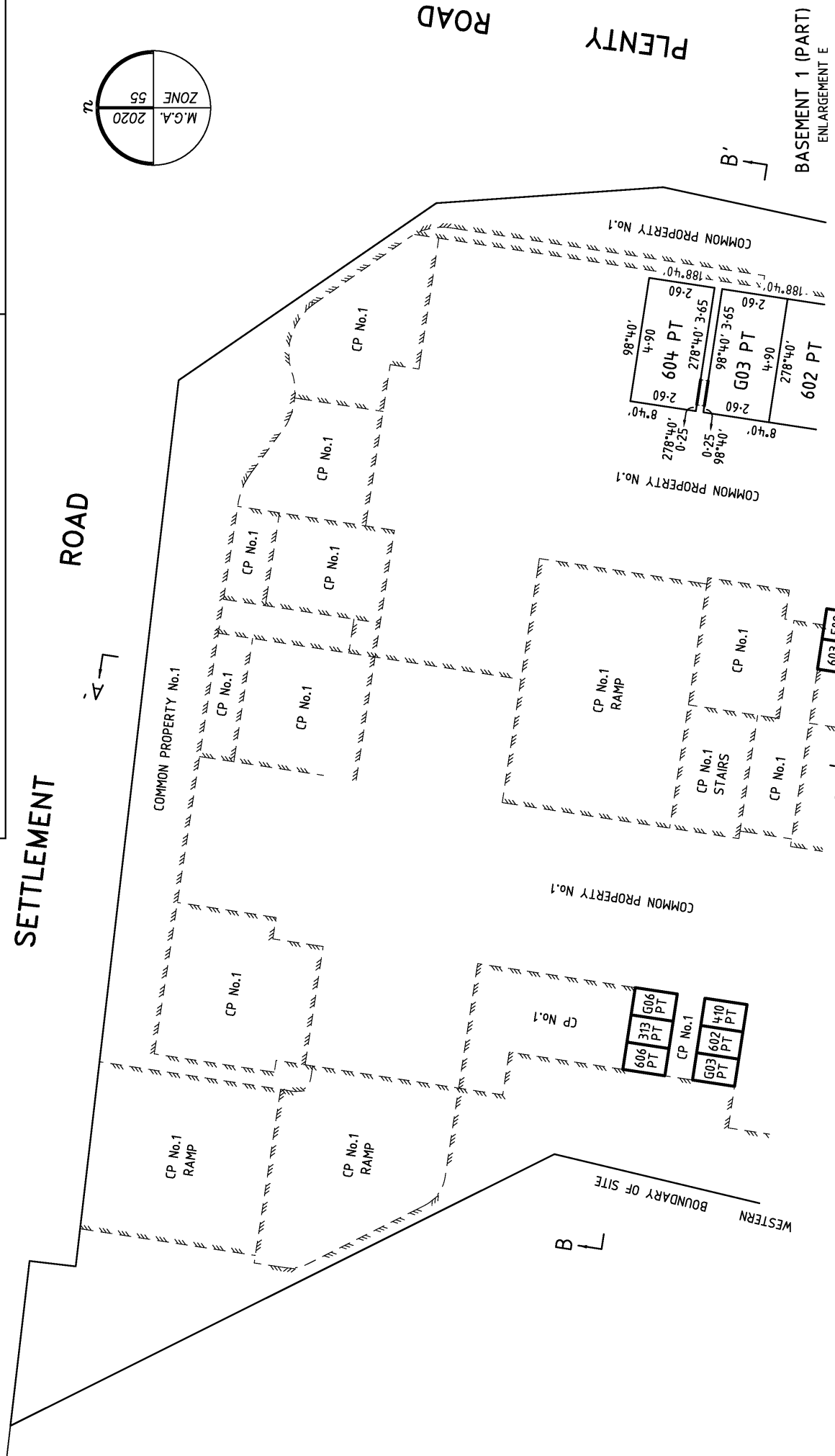
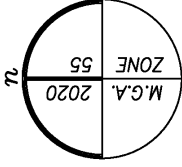
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PS 742797M


PLAN OF SUBDIVISION

SETTLEMENT

ROAD



SEE ENLARGEMENT F ON SHEET 12

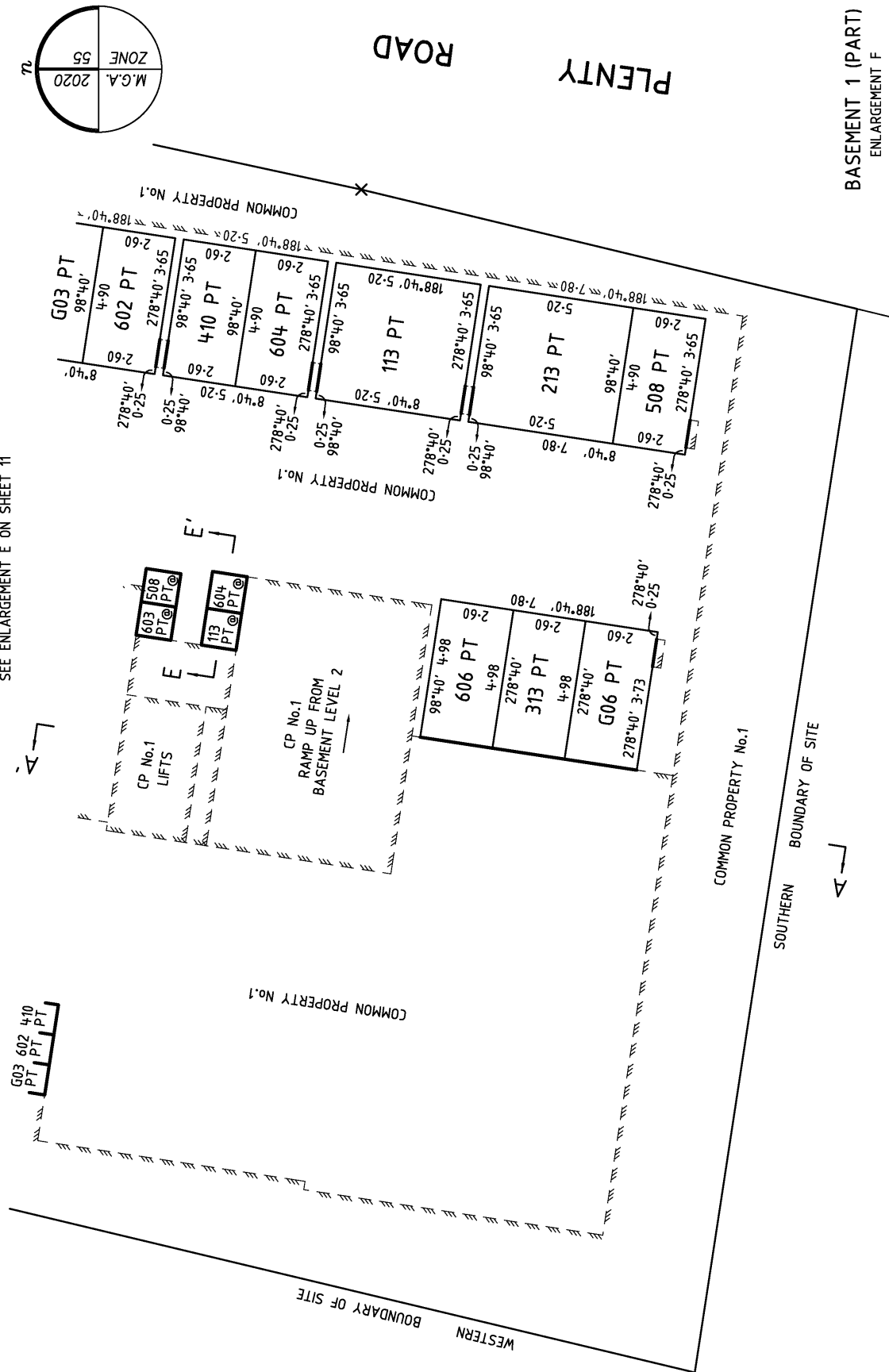
 <p>Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly Bosco Johnson</p>	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>0 3 6</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 11</p>
	<p>DATE 25/02/20</p> <p>VERSION J</p>	<p>LICENSED SURVEYOR MICHAEL BYRNE</p> <p>REFERENCE 30929003</p> <p>DRAWING 3092900AJ</p>	<p>SCALE 1:150</p> <p>LENGTHS ARE IN METRES</p> <p>0 3 6</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 11</p>
<p>DEVELOP WITH CONFIDENCE™ Bosco Johnson</p>		<p>Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A Ver J), 04/12/2019, SPEAR Ref: S140422T</p>		<p>Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T</p>

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.


PLAN OF SUBDIVISION

PS 742797M

SEE ENLARGEMENT E ON SHEET 11



**BASEMENT 1 (PART)
ENLARGEMENT F**

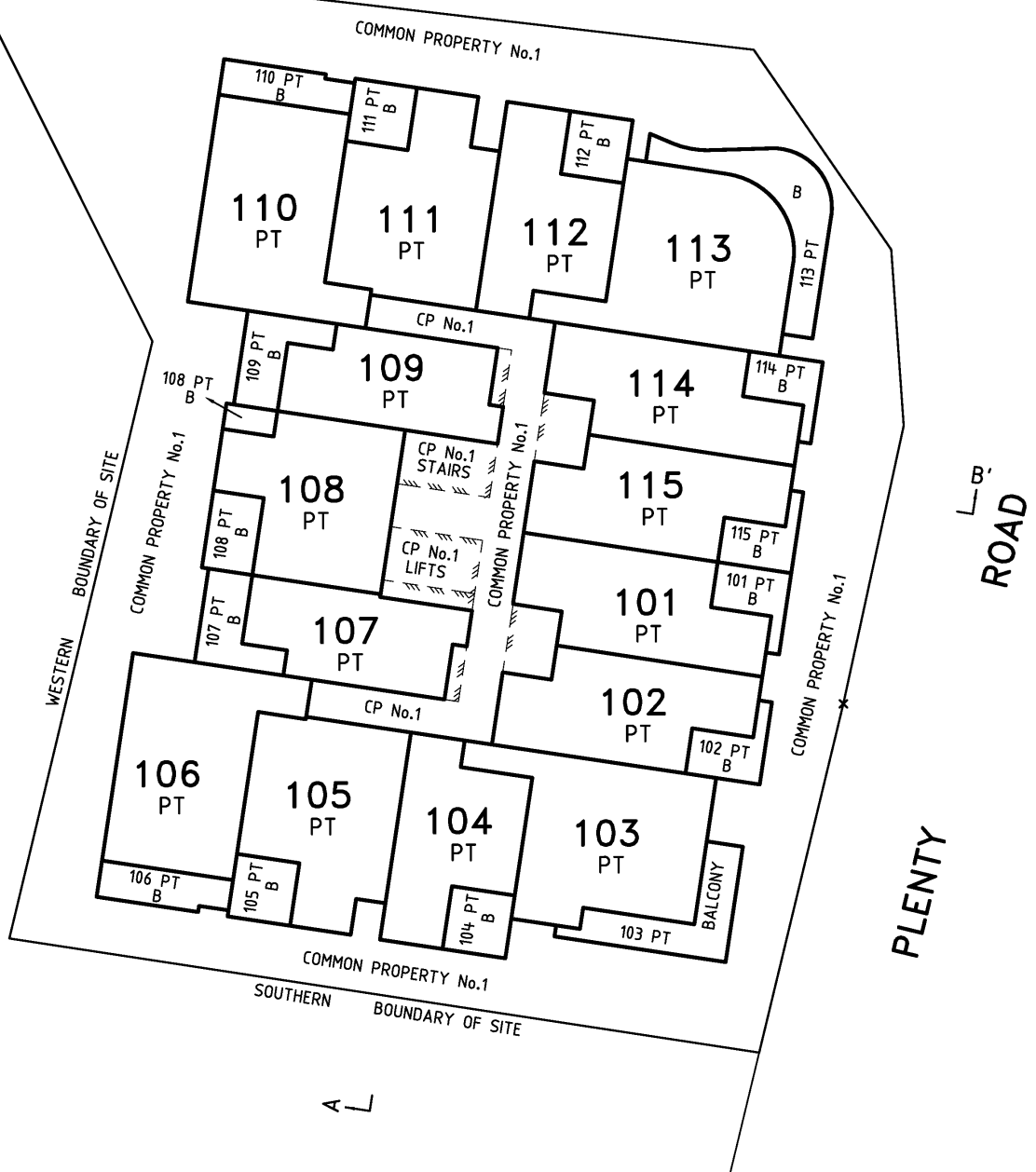
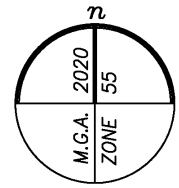
 Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Johnson</i>	LICENSED SURVEYOR MICHAEL BYRNE	ORIGINAL SHEET SIZE A3 SHEET 12
	DATE 25/02/20 VERSION J	SCALE 1:150 LENGTHS ARE IN METRES 1.5 0 3 6
DEVELOP WITH CONFIDENCE™ Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.	REFERENCE 30929003 DRAWING 3092900AJ	Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

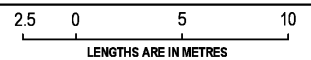
FIRST STOREY
DIAGRAM 6

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR MICHAEL BYRNE

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 13

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

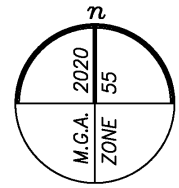
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

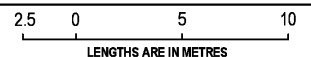
SECOND STOREY
DIAGRAM 7

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3

SHEET 14

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

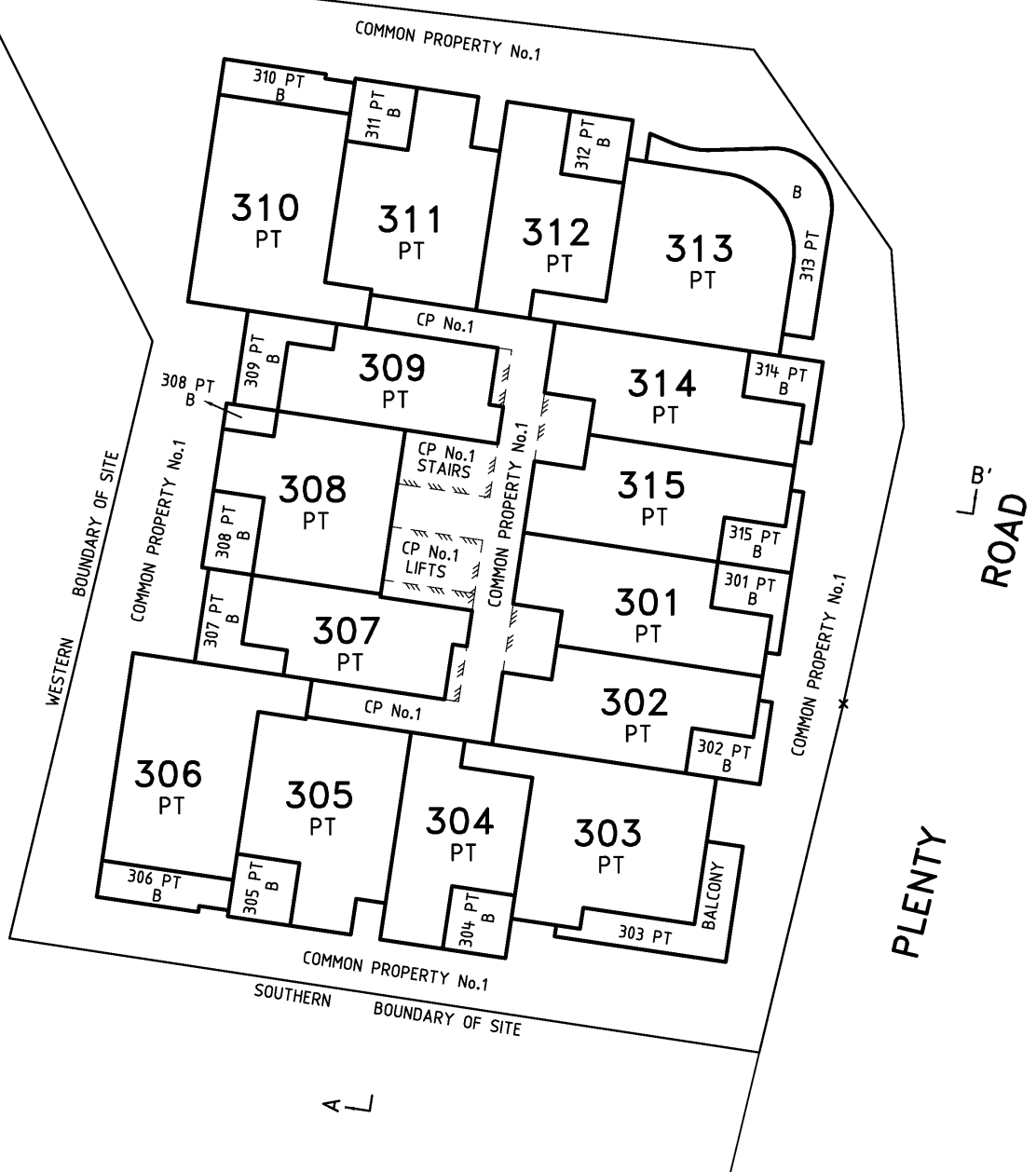
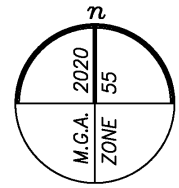
Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

THIRD STOREY
DIAGRAM 8

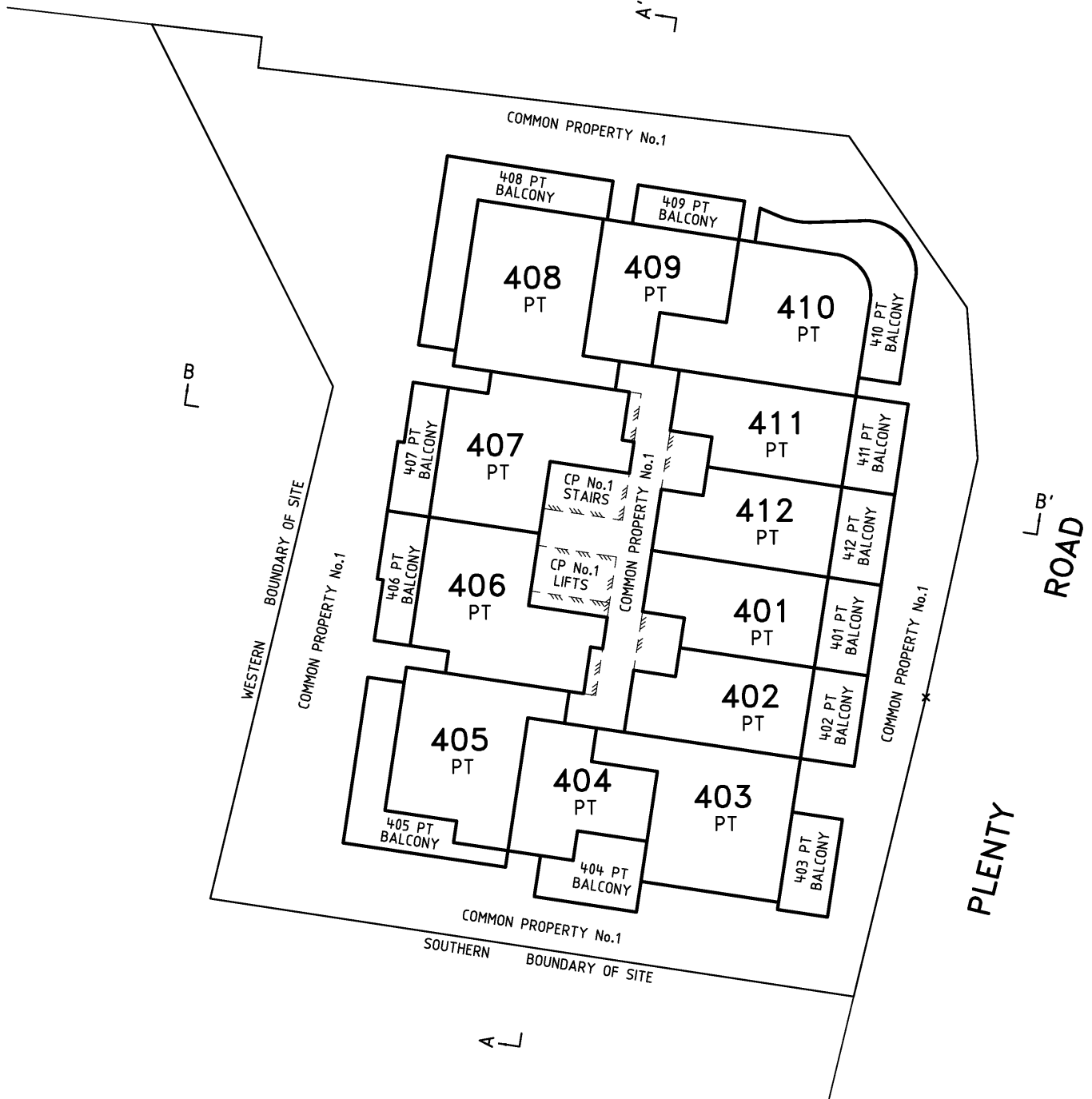
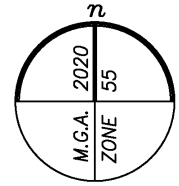
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ Bosco Jonson		LICENSED SURVEYOR MICHAEL BYRNE	SCALE 1:250	
		DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3
		VERSION J	DRAWING 3092900AJ	SHEET 15
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T		Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T		

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

FOURTH STOREY
DIAGRAM 9

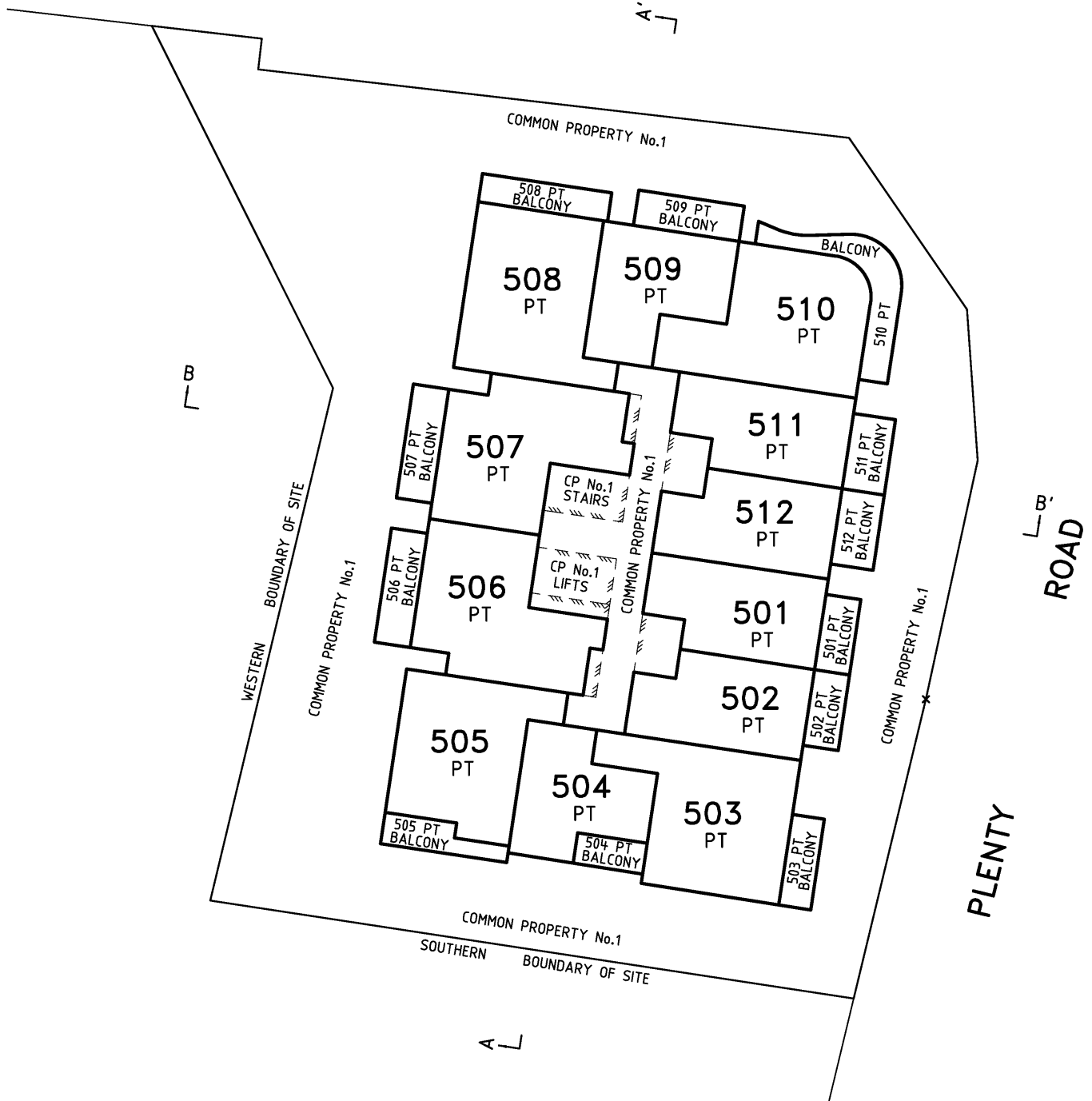
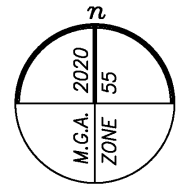
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 (03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Jonson</i>		LICENSED SURVEYOR MICHAEL BYRNE	SCALE 1:250	LENGTHS ARE IN METRES	
		DATE 25/02/20	REFERENCE 30929003		ORIGINAL SHEET SIZE A3
		VERSION J	DRAWING 3092900AJ	SHEET 16	
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T			Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T		

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

FIFTH STOREY
DIAGRAM 10

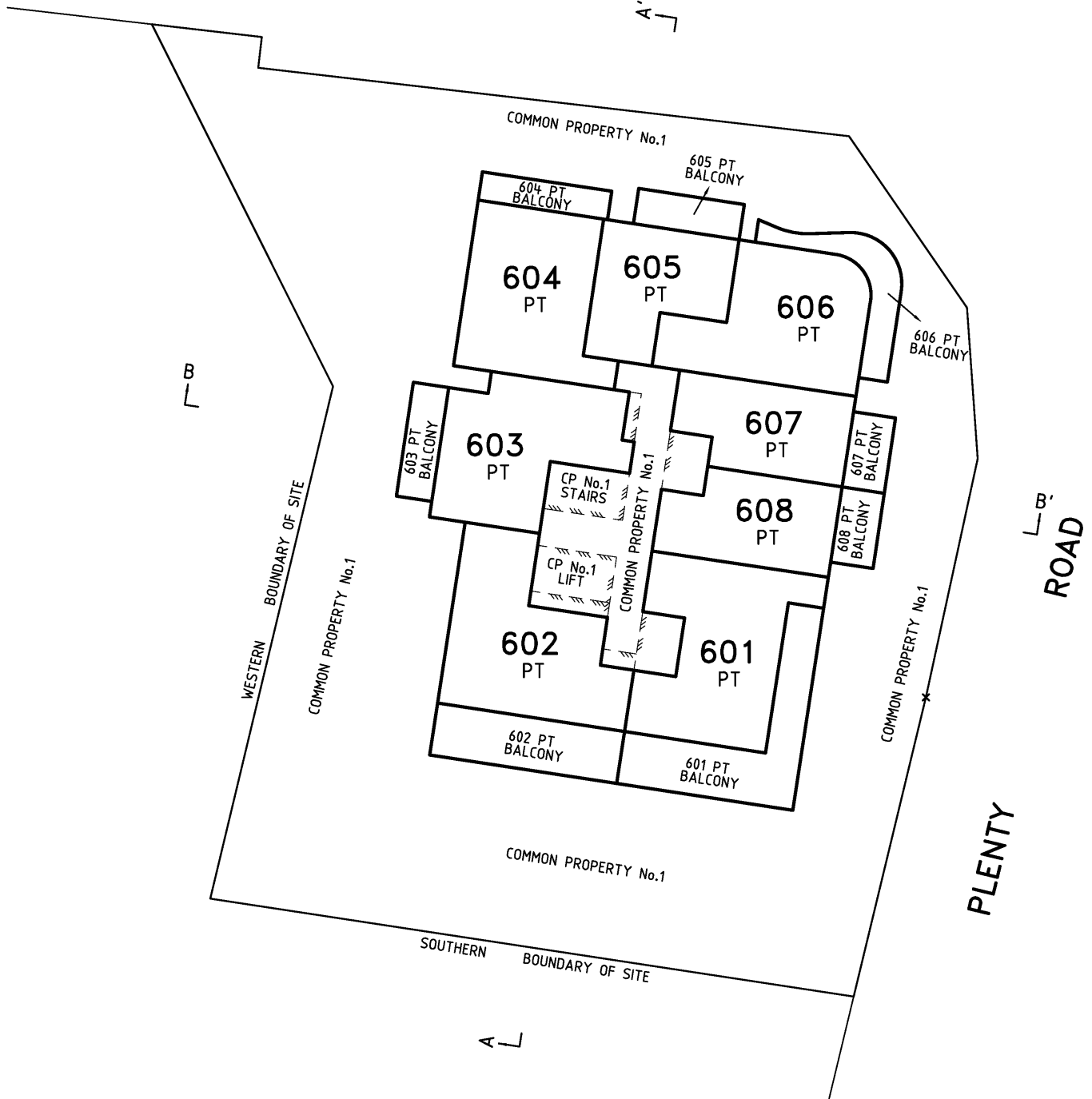
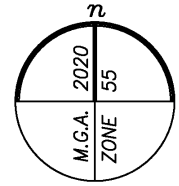
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Jonson</i>		LICENSED SURVEYOR MICHAEL BYRNE	SCALE 1:250	
		DATE 25/02/20	REFERENCE 30929003	ORIGINAL SHEET SIZE A3
		VERSION J	DRAWING 3092900AJ	SHEET 17
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T		Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T		

PLAN OF SUBDIVISION

PS 742797M

SETTLEMENT

ROAD



REFER TO DIAGRAM 1 FOR EASEMENT DETAILS

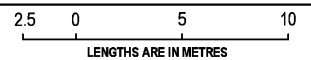
SIXTH STOREY
DIAGRAM 11

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **MICHAEL BYRNE**

SCALE
1:250



DATE 25/02/20
VERSION J

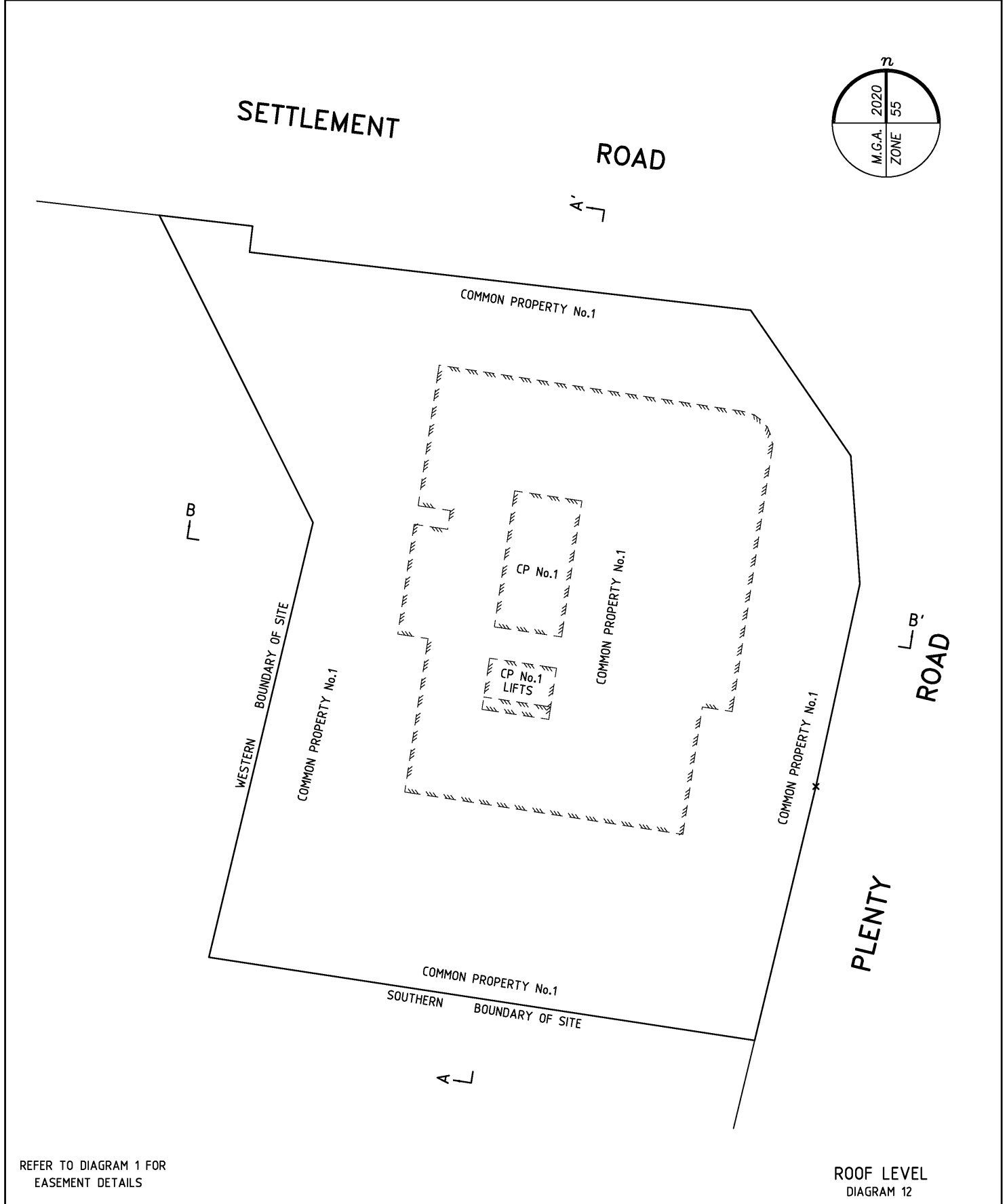
REFERENCE 30929003
DRAWING 3092900AJ

ORIGINAL SHEET SIZE A3
SHEET 18

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A ver J),
04/12/2019, SPEAR Ref: S140422T

Digitally signed by:
Whittlesea City Council,
05/02/2020,
SPEAR Ref: S140422T

PLAN OF SUBDIVISION	PS 742797M
----------------------------	-------------------



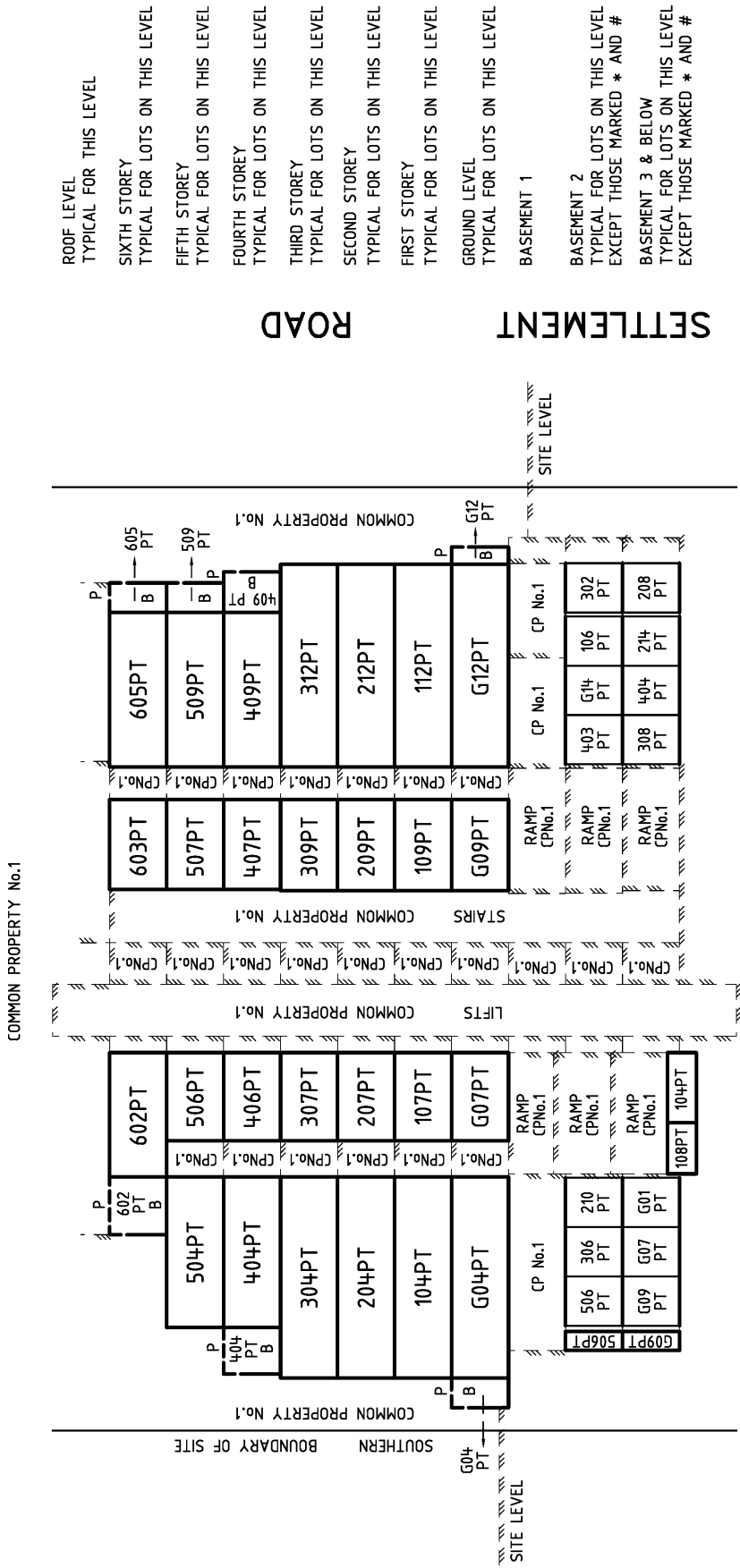
REFER TO DIAGRAM 1 FOR
EASEMENT DETAILS

ROOF LEVEL
DIAGRAM 12

Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au Formerly CONFIDENCE™ <i>Bosco Jonson</i>		LICENSED SURVEYOR MICHAEL BYRNE	SCALE 1:250	LENGTHS ARE IN METRES	
		DATE 25/02/20 REFERENCE 30929003	ORIGINAL SHEET SIZE A3		
		VERSION J DRAWING 3092900AJ	SHEET 19		
Digitally signed by: Michael Byrne, Licensed Surveyor, Surveyor's Plan Version (3092900A ver J), 04/12/2019, SPEAR Ref: S140422T		Digitally signed by: Whittlesea City Council, 05/02/2020, SPEAR Ref: S140422T			

PLAN OF SUBDIVISION

PS 742797M

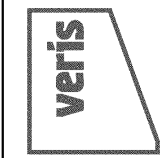


- ROOF LEVEL
TYPICAL FOR THIS LEVEL
- SIXTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIFTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FOURTH STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL
- GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 1
TYPICAL FOR LOTS ON THIS LEVEL
- BASEMENT 2
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT THOSE MARKED * AND #
- BASEMENT 3 & BELOW
TYPICAL FOR LOTS ON THIS LEVEL
EXCEPT THOSE MARKED * AND #

COMMON PROPERTY No.1

SECTION A - A'

NOT TO SCALE



Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03 7019 8400
www.veris.com.au
Formerly
Bosco Johnson

Amended by: Michael Byrne, Licensed Surveyor 25/02/2020.

LICENSED SURVEYOR **MICHAEL BYRNE**
DATE 25/02/20
VERSION J

REFERENCE 30929003
DRAWING 3092900AJ

Digitally signed by: Michael Byrne, Licensed Surveyor,
Surveyor's Plan Version (3092900A Ver J),
04/12/2019, SPEAR Ref: S:140422T

SCALE N/A
ORIGINAL SHEET SIZE A3
SHEET 20

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)