Contract of Sale of Land

Property:

Unit 602, 67-71 STEAD Street, SOUTH MELBOURNE VIC 3205

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:041708

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2024

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **DAVID STEWART FIELD**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: DAVID STEWART FIELD

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 041708

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10663	Folio	666	602	PS 442461V

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

Property address

The address of the land is: Unit 602, 67-71 STEAD Street, SOUTH MELBOURNE VIC 3205

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

Payment

Price $ .....

Deposit $ ..... by ..... (of which ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☒ a residential tenancy for a fixed term ending on 23/11/2024

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special condition 14- OWNER CORPORATION:

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 602, 67-71 STEAD STREET, SOUTH MELBOURNE VIC 3205

Vendor's name	DAVID STEWART FIELD	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 10663 FOLIO 666

Security no : 124113968921R
Produced 06/04/2024 11:56 AM

LAND DESCRIPTION

Lot 602 on Plan of Subdivision 442461V.
PARENT TITLE Volume 09084 Folio 369
Created by instrument PS442461V 23/07/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAVID STEWART FIELD of 12 PLEASANT AVENUE, ERSKINVILLE 2043
AB515133E 27/08/2002

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS442461V 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 602 67-71 STEAD STREET SOUTH MELBOURNE VIC 3205

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS442461V

DOCUMENT END

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**16/10/2023 14:23**

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PLAN OF SUBDIVISION

STAGE No.	LR USE ONLY	PLAN NUMBER
	EDITION 3	PS 442461V

LOCATION OF LAND

PARISH: MELBOURNE SOUTH

TOWNSHIP: ———

SECTION: 57

CROWN ALLOTMENT: 7 & 8 (PARTS)

CROWN PORTION: ———

TITLE REFERENCES: VOL.9084 FOL.369

LAST PLAN REFERENCE/S: CP 103433

POSTAL ADDRESS: 69-71 STEAD STREET
(At time of subdivision) SOUTH MELBOURNE 3205

AMG Co-ordinates **E** 321 190
(of approx centre of land in plan) **N** 5810 270
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: PORT PHILLIP CITY COUNCIL REF: 28/2002

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

OPEN SPACE

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

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

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

Council Delegate
~~Council Seal~~
Date 26/6/2002

~~Re-certified under Section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council Seal~~
~~Date~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision.
Planning permit No.

DEPTH LIMITATION DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.
MEDIAN: BOUNDARIES MARKED 'M'
INTERIOR FACE : ALL OTHER BOUNDARIES

LOTS 1 TO 200, 211 TO 300, 311 TO 400, 411 TO 500, 511 TO 600, 611 TO 700 AND 711 TO 800 AND 811 TO 900 HAVE BEEN OMITTED FROM THIS PLAN.

COMMON PROPERTY 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS.

ALL INTERNAL SERVICES, DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY 1. THE POSITION OF THESE DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS HEREIN.

SURVEY. THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) SOUTH MELBOURNE
IN PROCLAIMED SURVEY AREA No. —— PM 296 & PM 418

NOTATIONS CONTINUED

ALL LOTS ON THIS PLAN ARE COMPRISED OF TWO PARTS

THE UPPER BOUNDARY OF THE PARTS OF LOTS ON BASEMENT LEVELS THREE, TWO AND ONE AND ON LEVEL ONE IS A HORIZONTAL PLANE 2·10m ABOVE THE LOWER BOUNDARY.

EASEMENT INFORMATION

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

IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
A-1	PARTY WALL	0·06	T.R. 1590022	LAND MARKED E-1 ON THIS PLAN
E-1	PARTY WALL	0·06	T.R. 1590022	[illegible] A-1 " " "

LR USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 15-7-2002

LR USE ONLY

THIS IS AN LR COMPILED PLAN

CHECKED11 /11/02

Greg Newman
Assistant Registrar of Tittes

SHEET 1 OF 12 SHEETS

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE 22-5-2002
REF 0400156 VERSION D

.....
DATE 26-6-2002
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0156-01.DWG THG

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 442461V

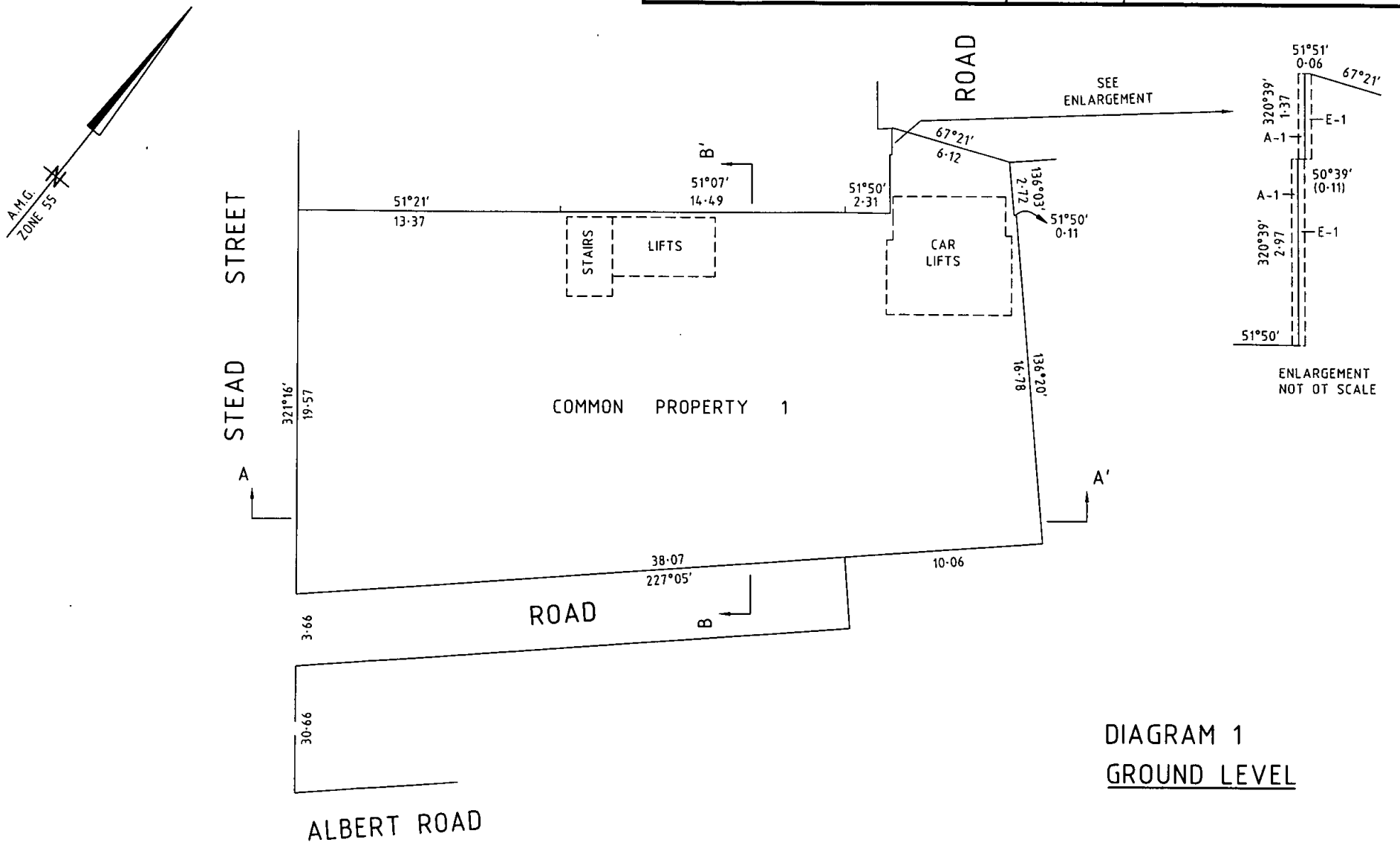


DIAGRAM 1
GROUND LEVEL

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

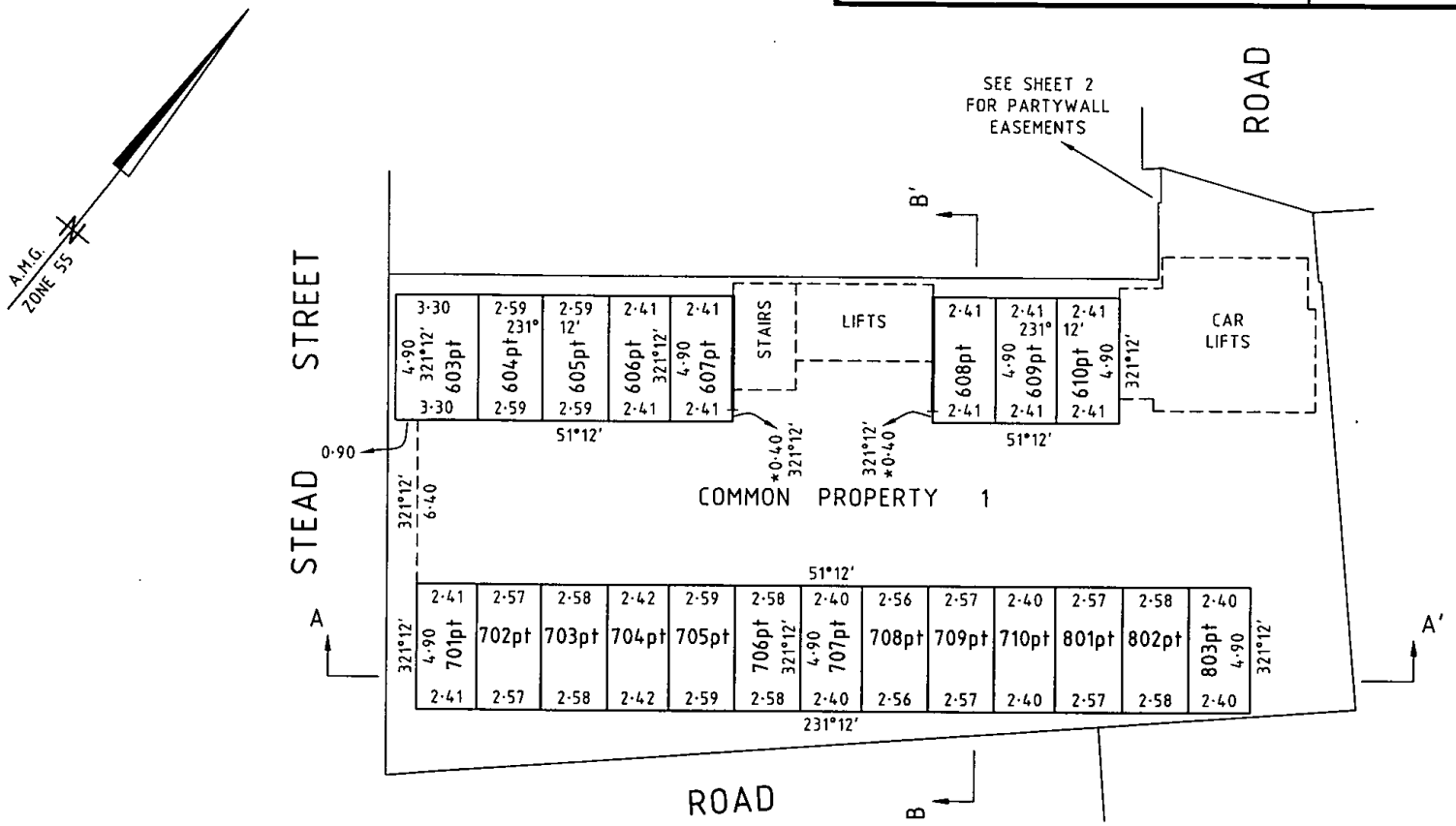
SHEET 2 OF 12 SHEETS
.....
DATE
COUNCIL DELEGATE SIGNATURE

0156-03-02.DWG THG

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 442461V



* DENOTES DIMENSIONS FROM END OF CONCRETE PANEL WING WALL.

DIAGRAM 2
BASEMENT LEVEL ONE

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

SHEET 3 OF 12 SHEETS
.....
DATE
COUNCIL DELEGATE SIGNATURE

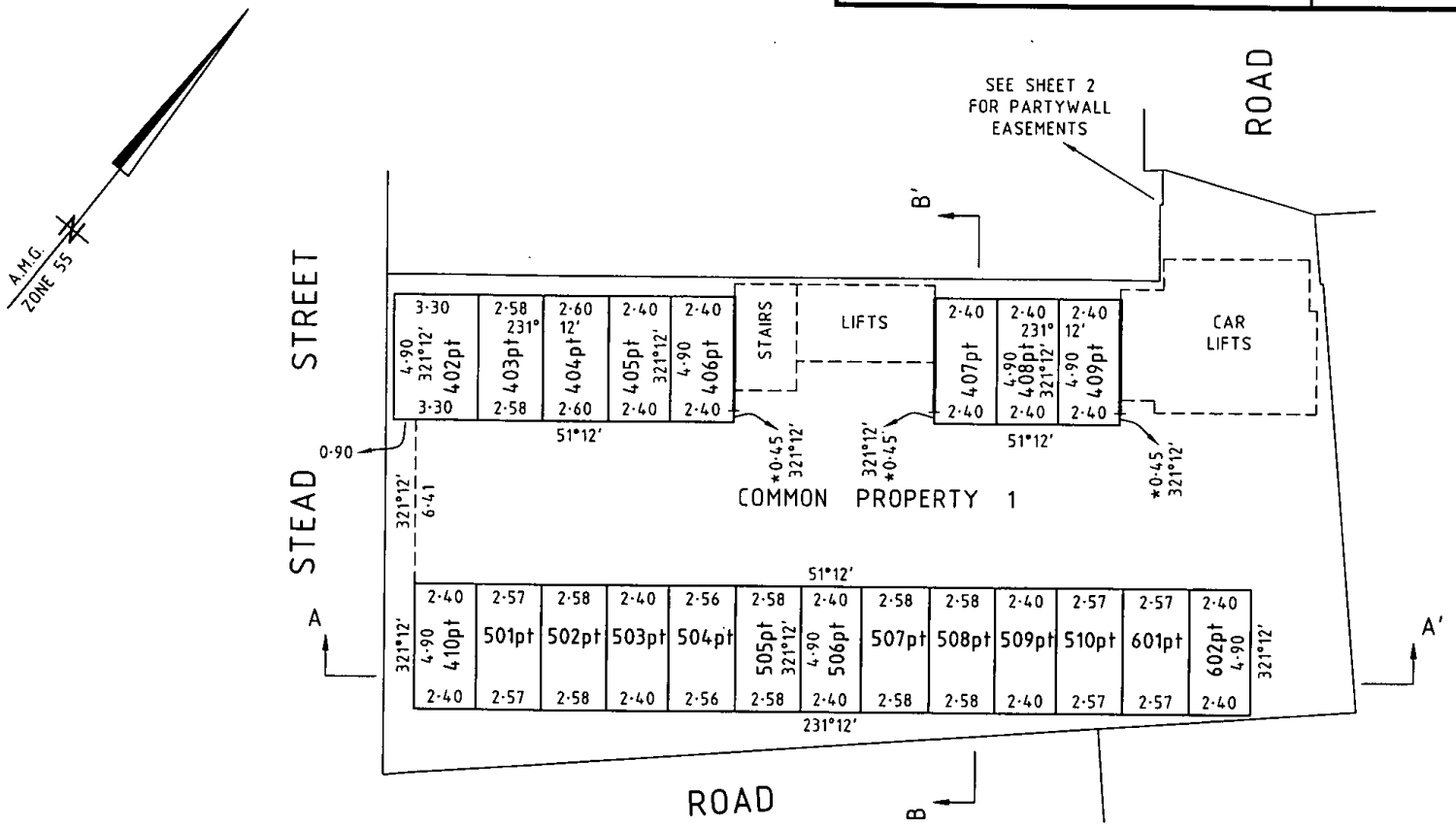
0156-03-03.DWG THG

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 442461V



* DENOTES DIMENSIONS FROM END OF CONCRETE PANEL WING WALL.

DIAGRAM 3
BASEMENT LEVEL TWO

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

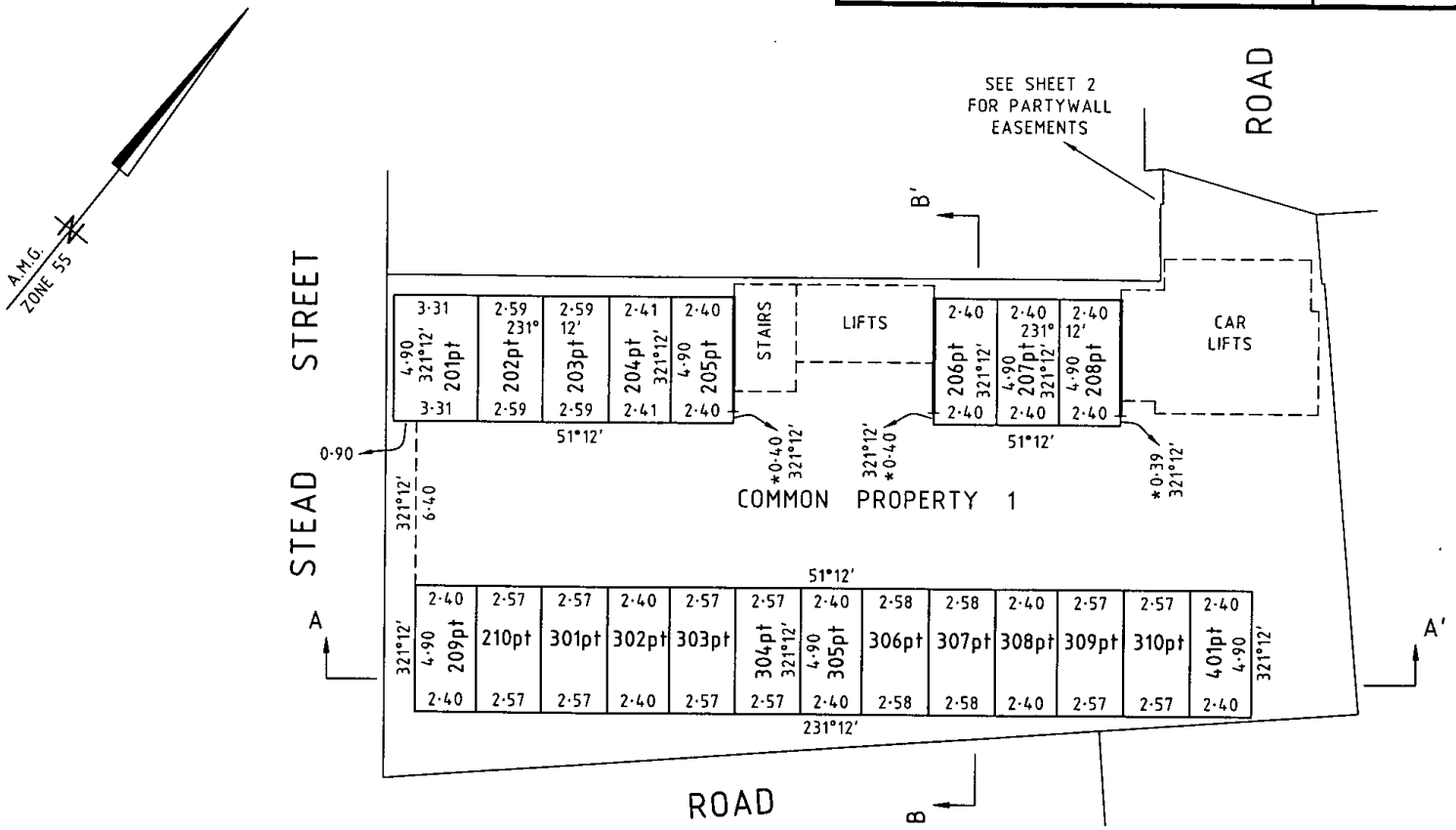
SHEET 4 OF 12 SHEETS
DATE
COUNCIL DELEGATE SIGNATURE

0156-03-04.DWG THG

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 442461V



* DENOTES DIMENSIONS FROM END OF CONCRETE PANEL WING WALL.

DIAGRAM 4
BASEMENT LEVEL THREE

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:200 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

SHEET 5 OF 12 SHEETS
.....
DATE
COUNCIL DELEGATE SIGNATURE

0156-03-05 DWG THG

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 442461V

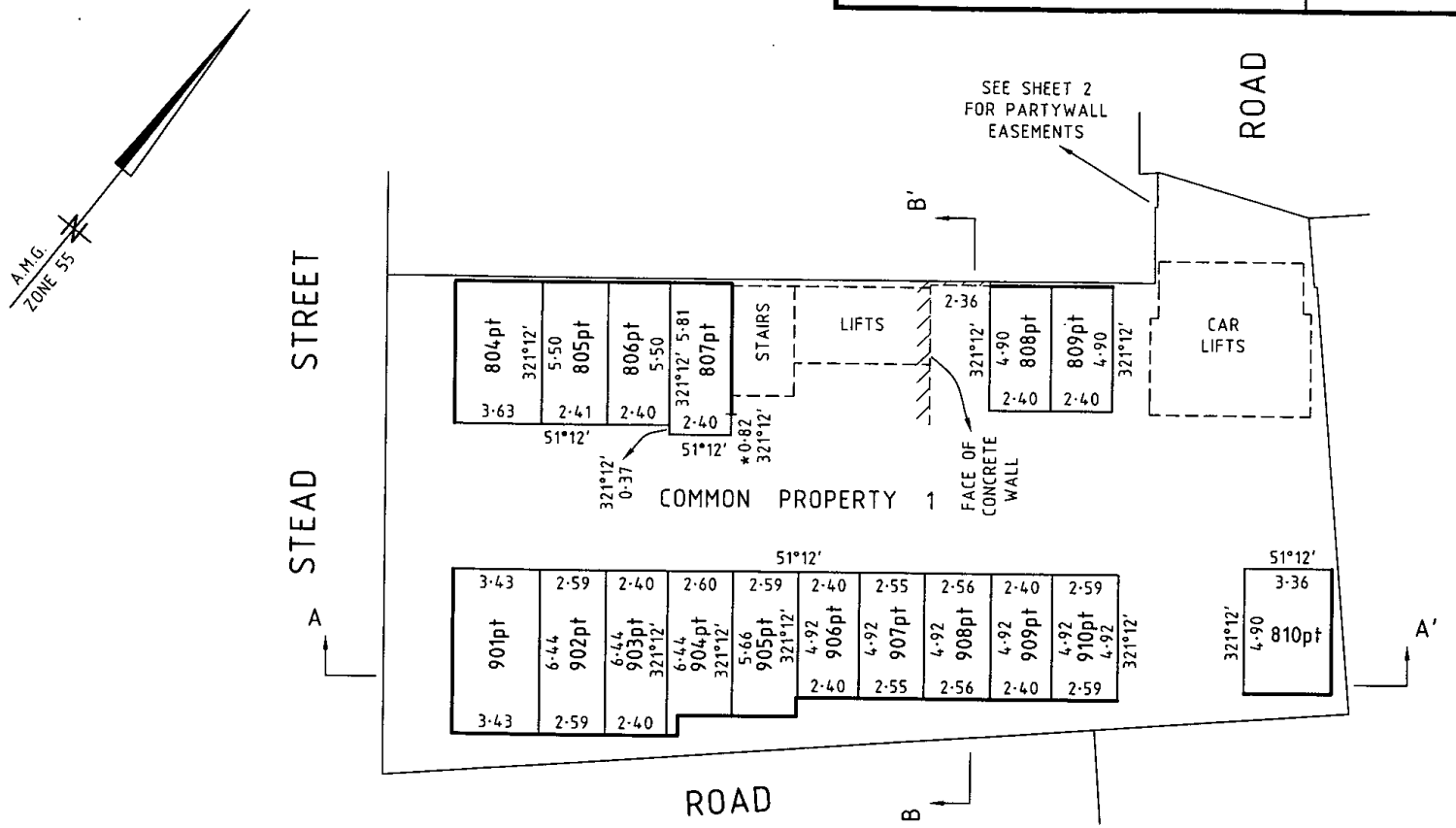


DIAGRAM 5

LEVEL ONE

* DENOTES DIMENSIONS FROM END OF CONCRETE PANEL WING WALL.

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

2 0 2 4 6 8 10

LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE

SIGNATURE ..... DATE

REF 0400156·03 VERSION A

SHEET 6 OF 12 SHEETS

.....

DATE

COUNCIL DELEGATE SIGNATURE

0156-03-06.DWG THG

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 442461V

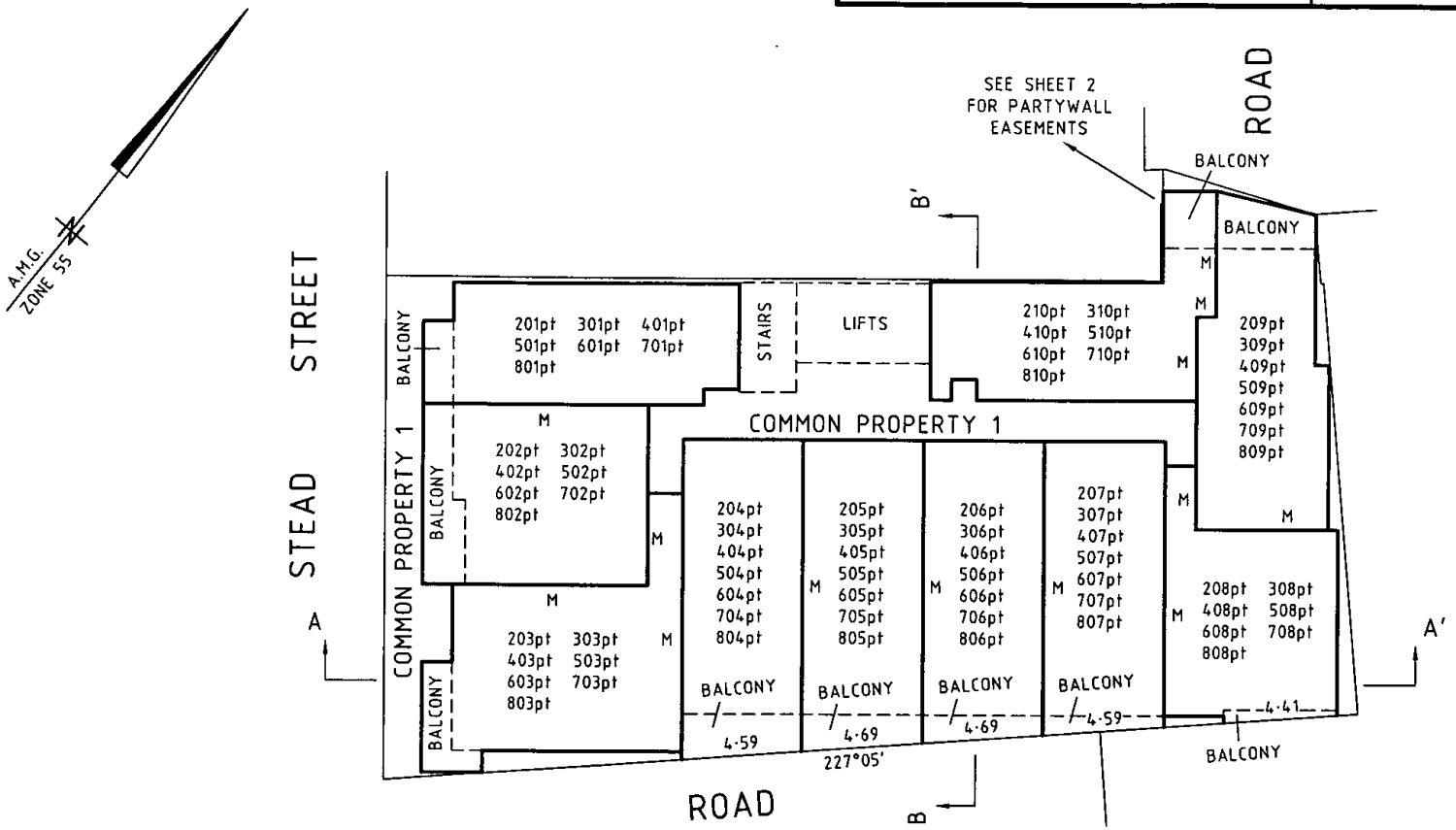


DIAGRAM 6

LEVEL TWO, LEVEL THREE, LEVEL FOUR, LEVEL FIVE, LEVEL SIX, LEVEL SEVEN, LEVEL EIGHT

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

SHEET 7 OF 12 SHEETS
.....
DATE
COUNCIL DELEGATE SIGNATURE

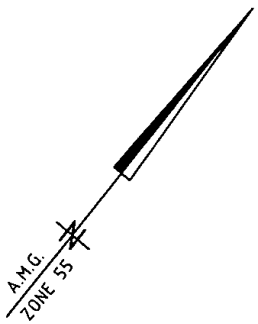
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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 442461V



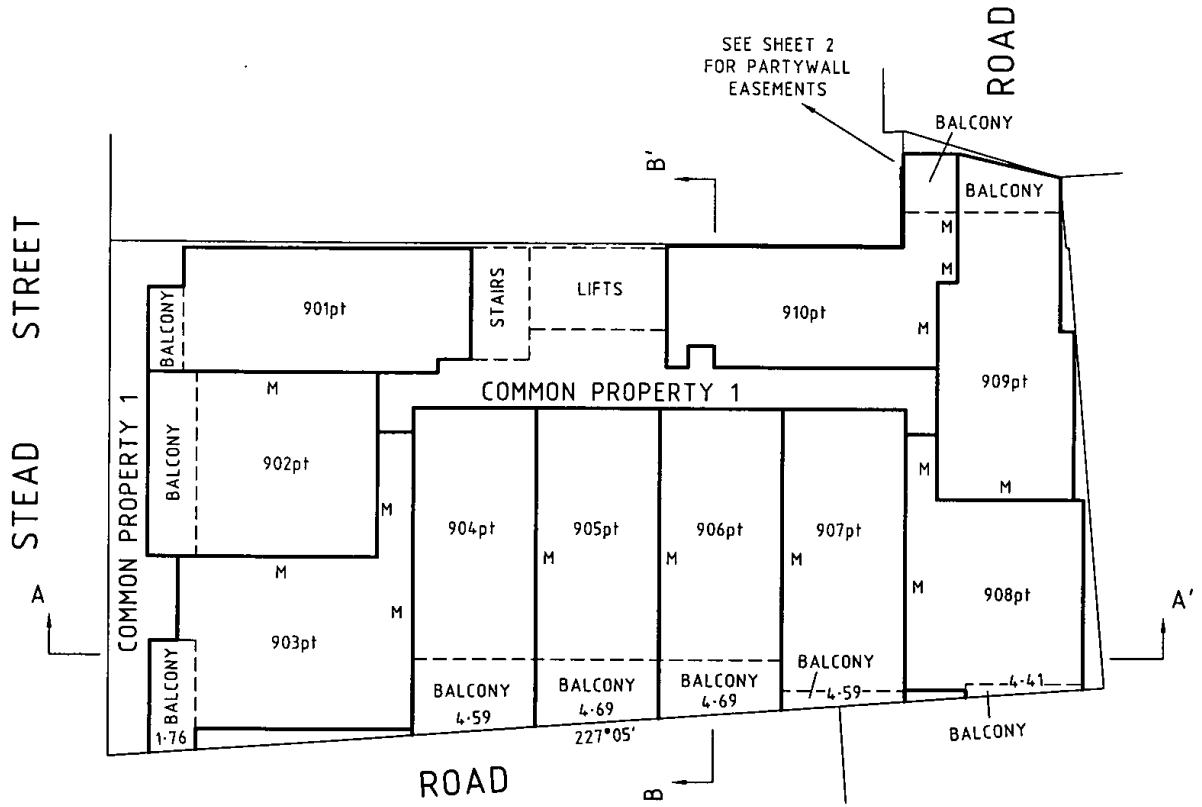


DIAGRAM 7
LEVEL NINE

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE
2 0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE
SIGNATURE ..... DATE
REF 0400156·03 VERSION A

SHEET 8 OF 12 SHEETS
.....
DATE
COUNCIL DELEGATE SIGNATURE

0156-03-08.DWG THG

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 442461V

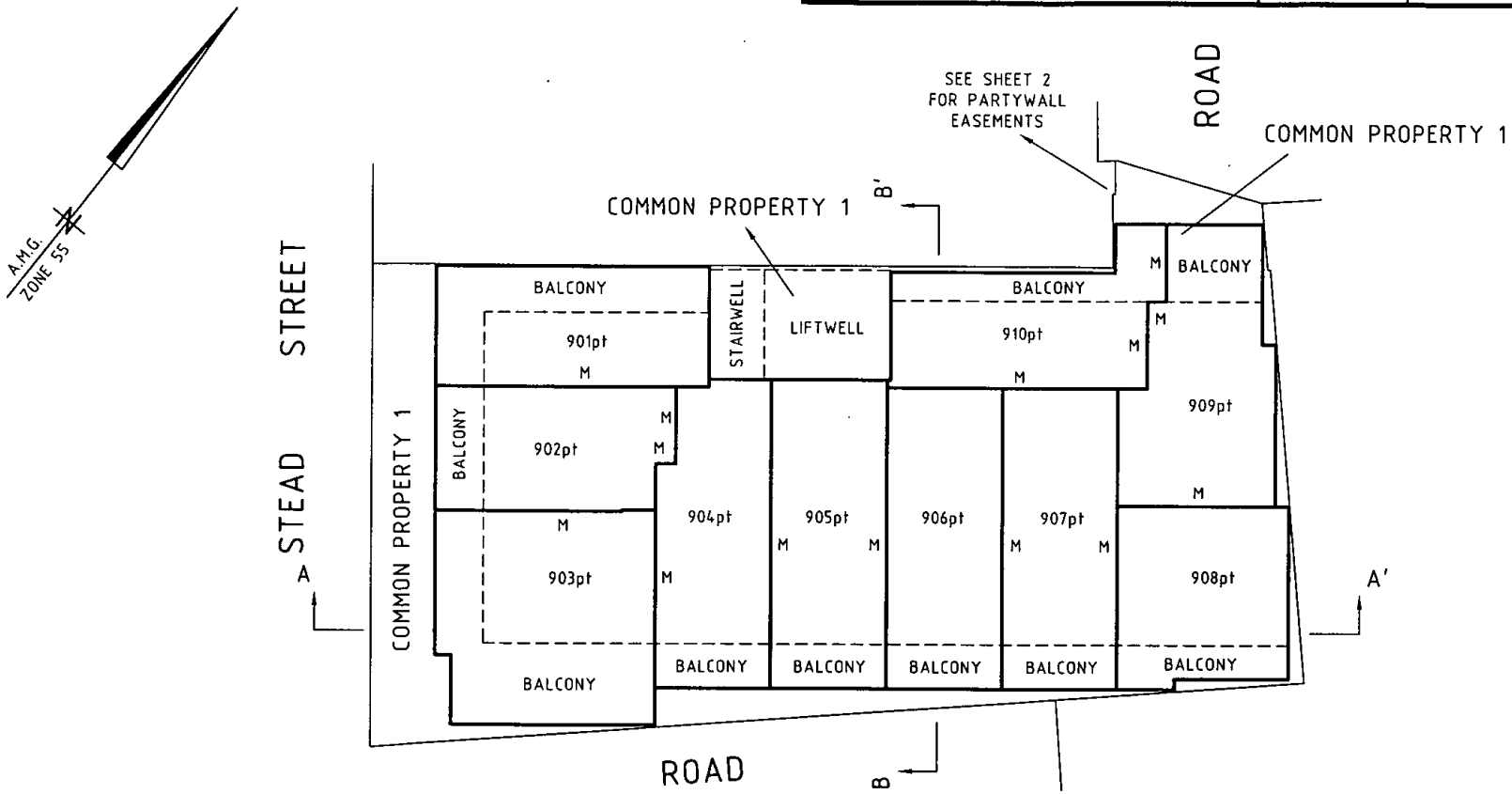


DIAGRAM 8

LEVEL TEN

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

2 0 2 4 6 8 10

LENGTHS ARE IN METRES

ORIGINAL SCALE	SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE

SIGNATURE ..... DATE

REF 0400156-03 VERSION A

SHEET 9 OF 12 SHEETS

.....

DATE

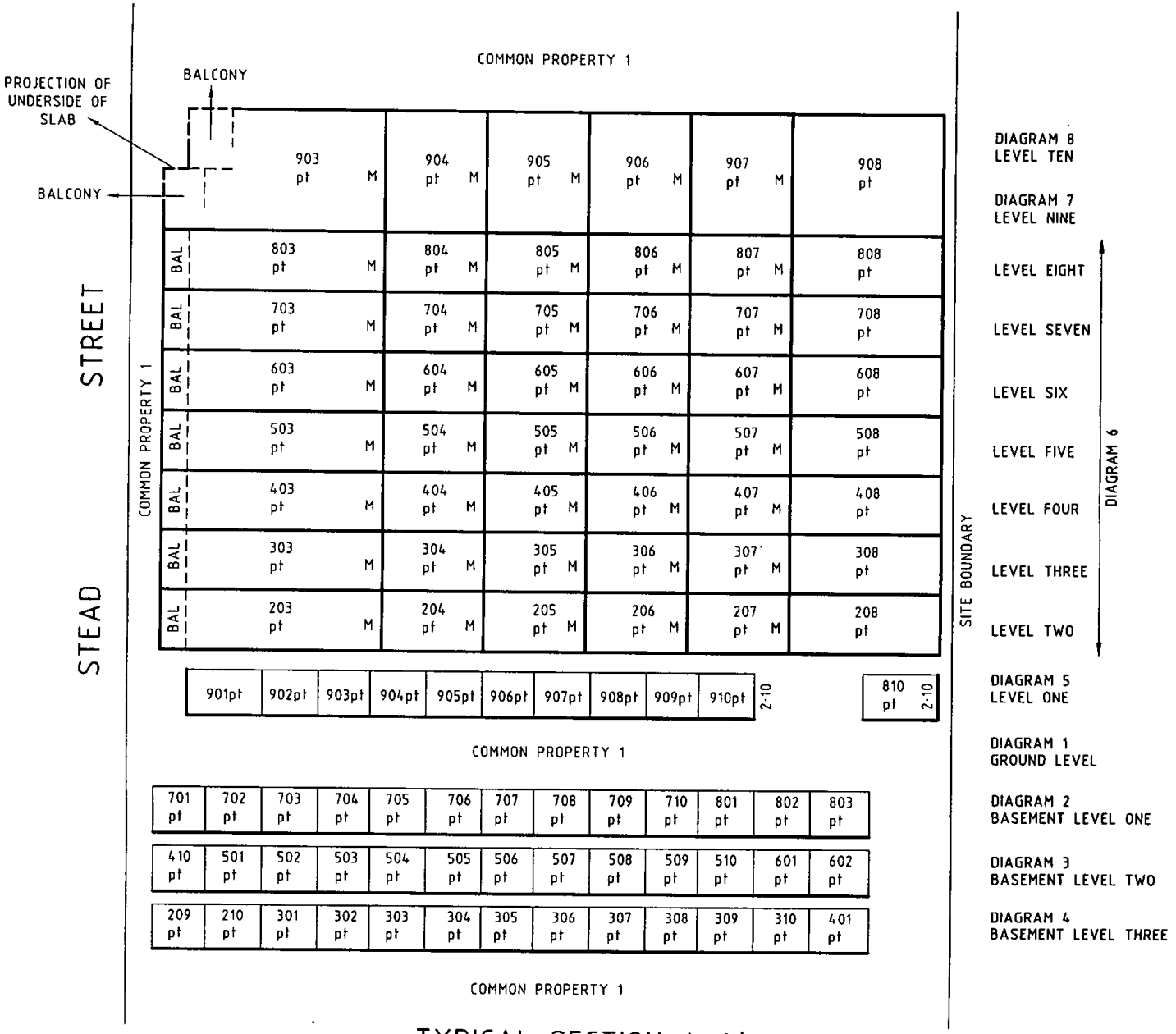
COUNCIL DELEGATE SIGNATURE

0156-03-09.DWG THG

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Delivered by LANDATA®, timestamp 16/10/2023 14:22 Page 10 of 13

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 442461V



TYPICAL SECTION A-A'

NOT TO SCALE

EARTH TECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

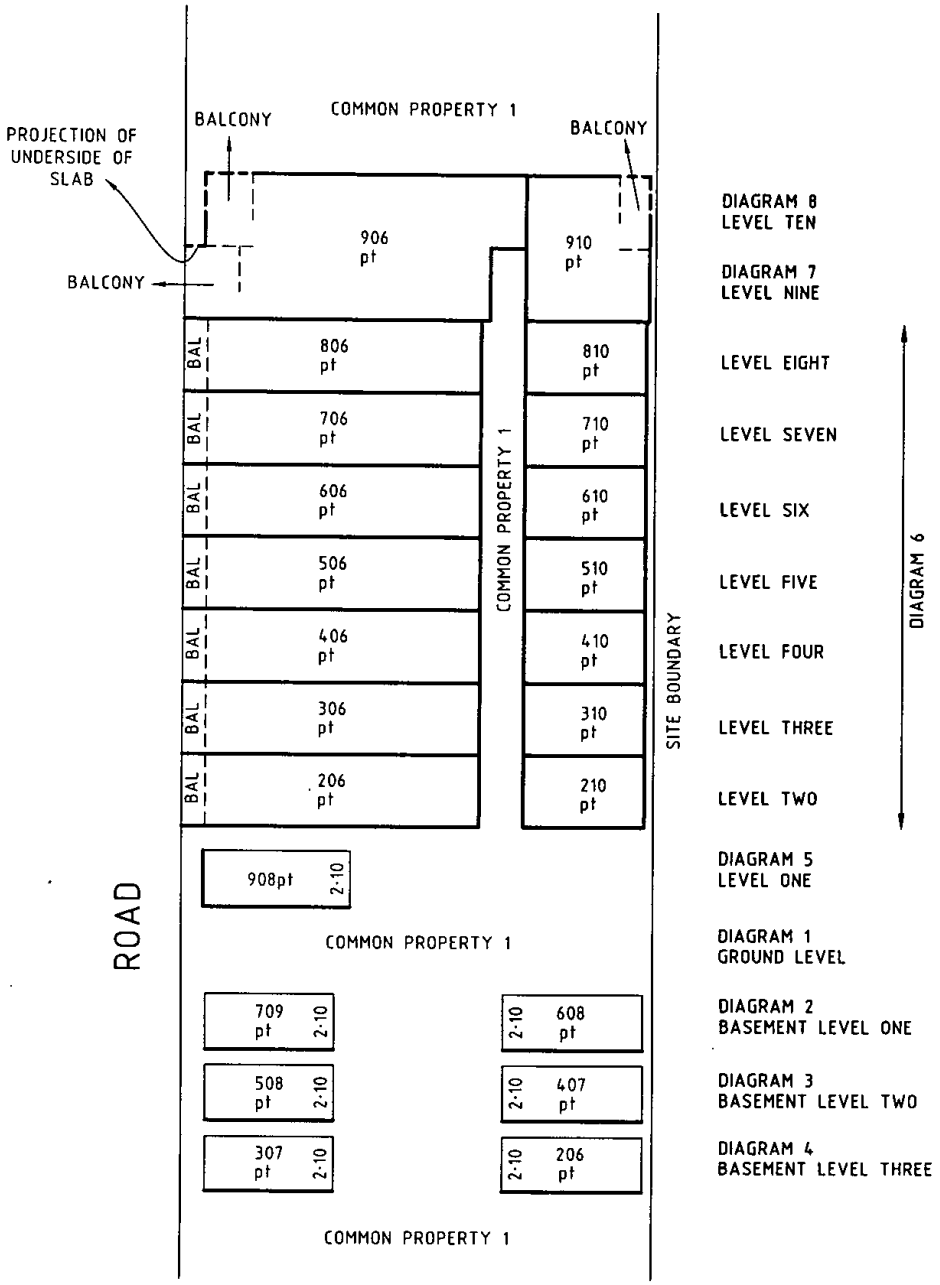
	ORIGINAL SHEET SIZE A3	LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE SIGNATURE ..... DATE REF 0400156-03 VERSION A	SHEET 10 OF 12 SHEETS ..... DATE COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 442461V



TYPICAL SECTION B-B'

NOT TO SCALE

E A R T H T E C H
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

ORIGINAL

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE

SIGNATURE ..... DATE

REF 0400156·03 VERSION A

SHEET 11 OF 12 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

0156-03-11.DWG THG

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FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE23/7/02 TIME: 9.50AM

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

PLAN NUMBER

PS442461V

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	---	CHANGE OF ADDRESS OF BODY CORPORATE	AB648629E	1/11/02		2	ROBERT McBAIN
LOT S2	LO TS 901 TO 910 (BI) & ADDITIONAL COMMON PROPERTY No. 1	STAGE 2	PS442461V/S2	31/10/02	2.49PM	3	Greg newman
THIS PLAN	——	ADDITIONAL RULES APPLY	AB674903N	12/11/02		3	Greg newman

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/10/2023 02:22:17 PM

OWNERS CORPORATION 1
PLAN NO. PS442461V

The land in PS442461V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 201 - 210, 301 - 310, 401 - 410, 501 - 510, 601 - 610, 701 - 710, 801 - 810, 901 - 910.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ACE BODY CORPORATE MANAGEMENT SUITE 2.4 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AJ854622A 14/08/2012

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. AB674903N 12/11/2002

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/10/2023 02:22:17 PM

OWNERS CORPORATION 1
PLAN NO. PS442461V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/10/2023 02:22:17 PM

OWNERS CORPORATION 1
PLAN NO. PS442461V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	100	100
Lot 610	100	100
Lot 701	100	100
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100
Lot 710	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/10/2023 02:22:17 PM

OWNERS CORPORATION 1
PLAN NO. PS442461V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 901	200	200
Lot 902	200	200
Lot 903	200	200
Lot 904	200	200
Lot 905	200	200
Lot 906	200	200
Lot 907	200	200
Lot 908	200	200
Lot 909	200	200
Lot 910	200	200
Total	**9000.00**	**9000.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 06 April 2024 11:58 AM

PROPERTY DETAILS

Address:	**602/67-71 STEAD STREET SOUTH MELBOURNE 3205**
Lot and Plan Number:	**Lot 602 PS442461**
Standard Parcel Identifier (SPI):	**602\PS442461**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**228316**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2K G3**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**ALBERT PARK**

OTHER

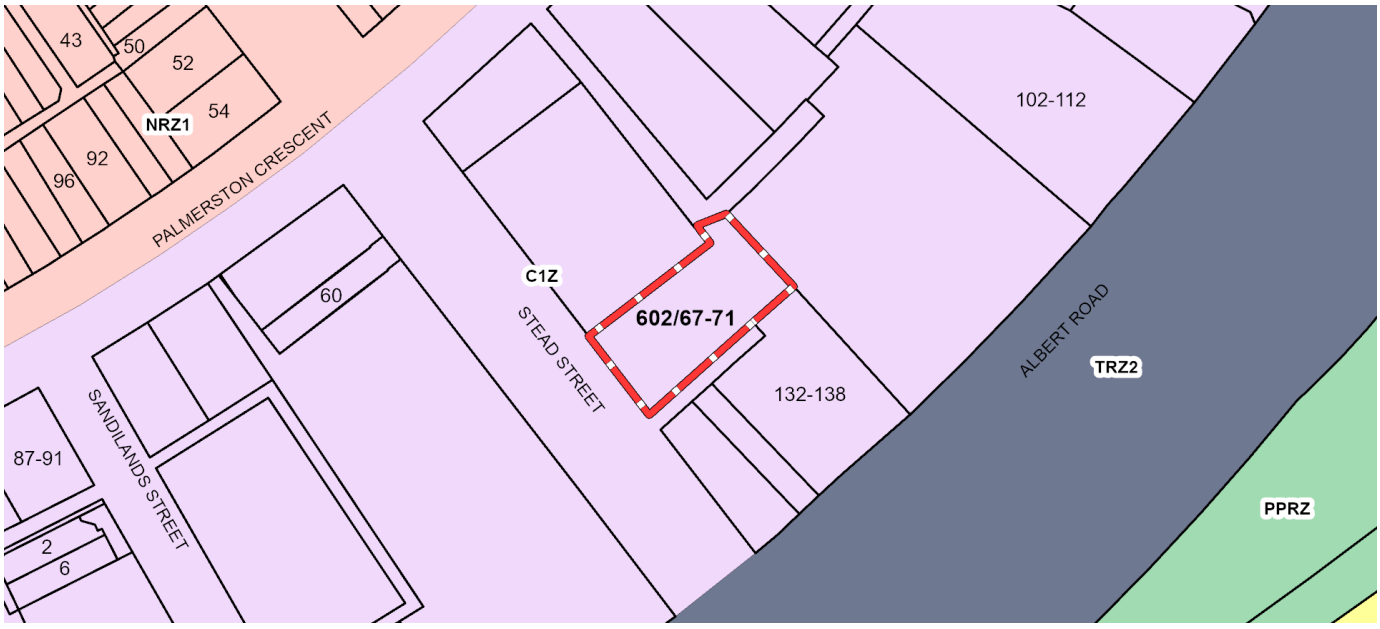
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1

NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

PUZ2 - Public Use-Education

TRZ2 - Principal Road Network

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

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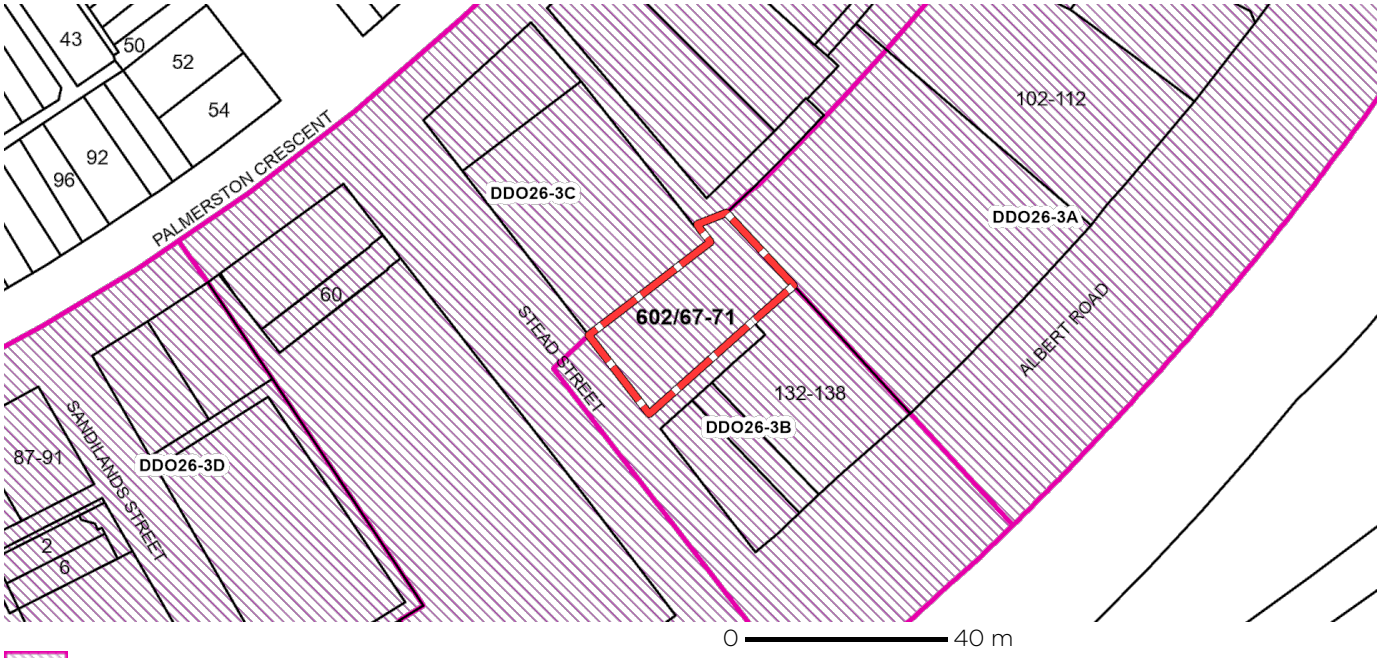
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-3B (DDO26-3B)

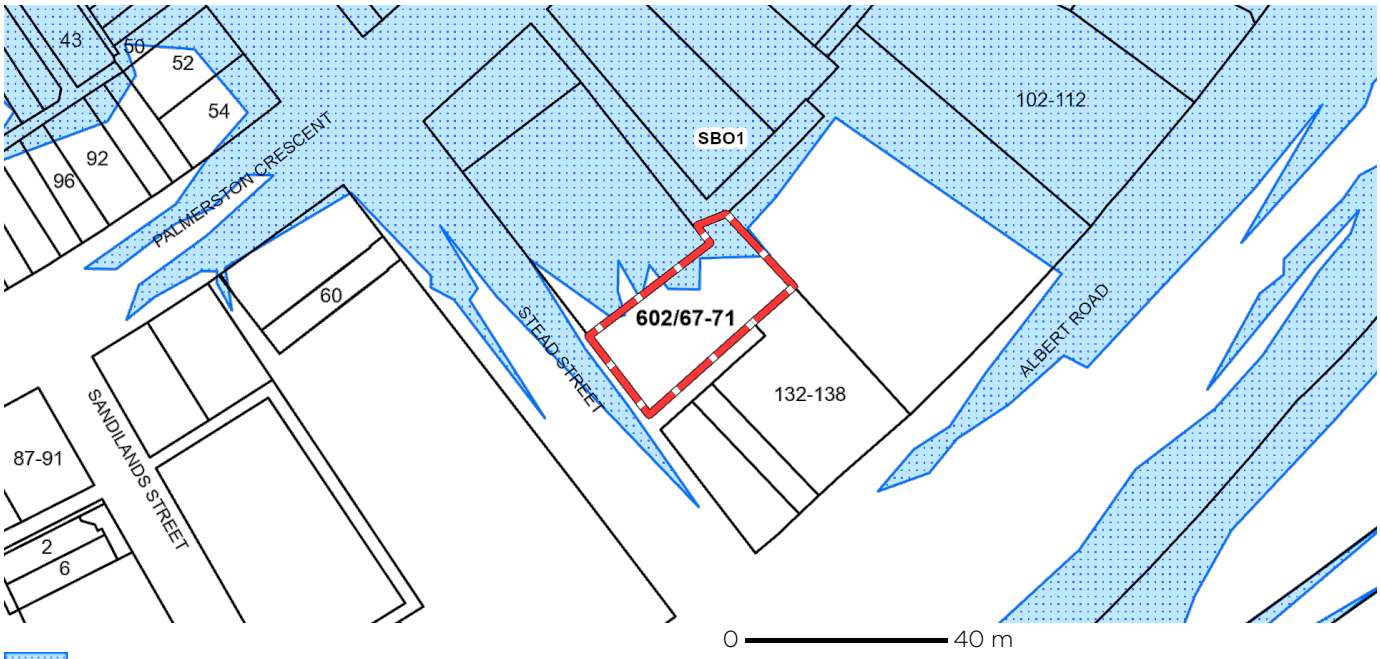


DDO - Design and Development Overlay

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1)



SBO - Special Building Overlay

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

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PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 06 April 2024 11:58 AM

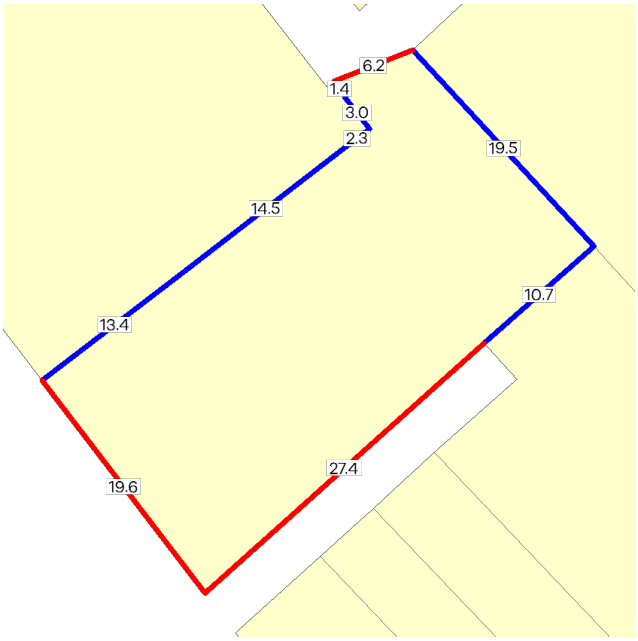
PROPERTY DETAILS

Address:	**602/67-71 STEAD STREET SOUTH MELBOURNE 3205**
Lot and Plan Number:	**Lot 602 PS442461**
Standard Parcel Identifier (SPI):	**602\PS442461**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**228316**
Directory Reference:	**Melway 2K G3**

Note: There are 81 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 697 sq. m
Perimeter: 118 m
For this property:
Site boundaries
Road frontages

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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**ALBERT PARK**

PLANNING INFORMATION

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

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

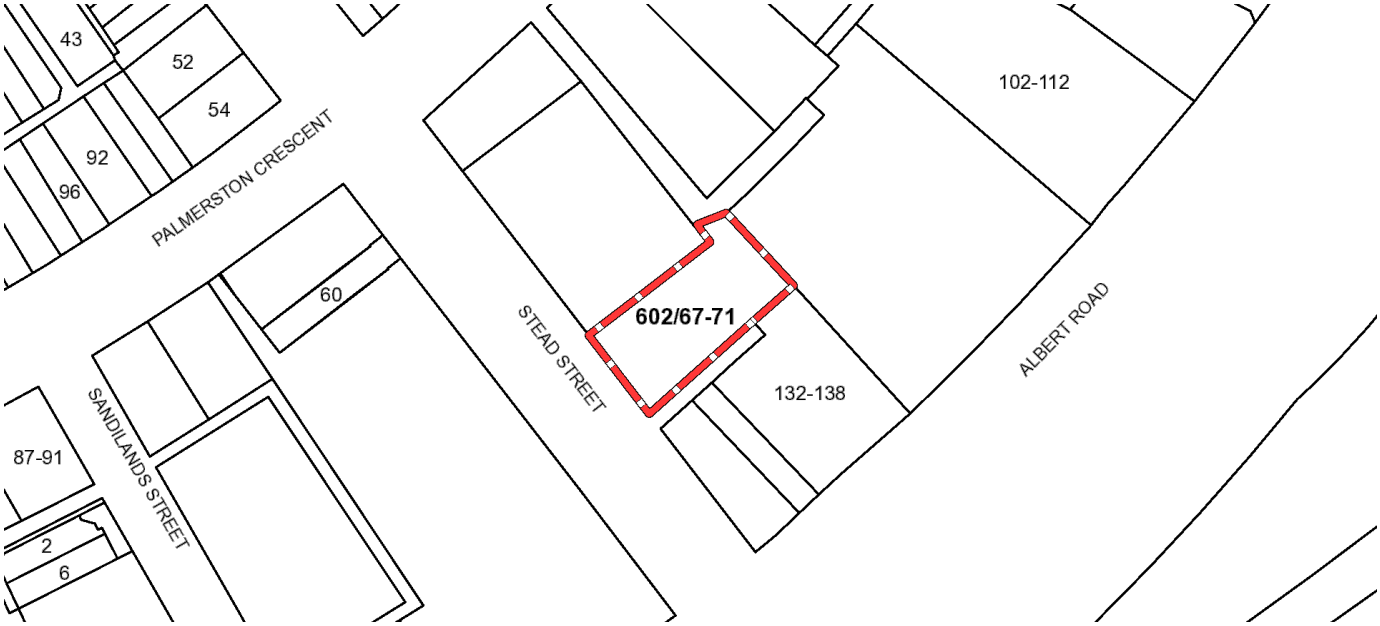
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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South East Water

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

DAVID FIELD
C/O:CARROLL MCKEDDIE PTY LTD
96 TOORAK RD
SOUTH YARRA VIC 3141

Account number: 13081276
Date due: 13 February 2024

Last bill		Payments received		Balance	Current charges	Total due
$166.60	–	$166.60cr	=	$0.00	+ $166.60	$166.60

Your account breakdown

Issue date	25 January 2024
Property	Unit 602 67-71 Stead Street SOUTH MELBOURNE VIC 3205
Property reference	08D//03498/00129
Last bill	$166.60
Payment received	$166.60cr
Balance brought forward	$0.00
Our charges (no GST)	$115.85
Other authorities' charges (no GST)	$50.75
Total due	**$166.60**

Your snapshot

Average daily cost **$1.27**

Payment options

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

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1001 3081 2700 003

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

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 13081276
Account name: South East Water Corporation

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 08D//03498/00129
UNIT 602 67-71 STEAD STREET
SOUTH MELBOURNE VIC 3205

PN08D

Total due: $166.60
Account number: 13081276
Date paid:
Receipt number:

+000000130812 76> +009124+ <0000000000> <0000016660> +444+

Our charges

Service charges

For period 01/01/24 to 31/03/24

Water service charge	$21.48
Sewerage service charge	$94.37
Total service charges	**$115.85**
Our charges	**$115.85**

Other authorities' charges

	Charge
Parks 01/01/24 to 31/03/24	$21.21
Waterways and Drainage charge 01/01/24 to 31/03/24	$29.54
Total other authorities	**$50.75**

Total current charges $166.60

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see **southeastwater.com.au/pricing2023**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/01/24 to 31/03/24**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/01/24 to 31/03/24**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Switch to eBills

A simple step, to a lot less paper.

southeastwater.com.au/ebills



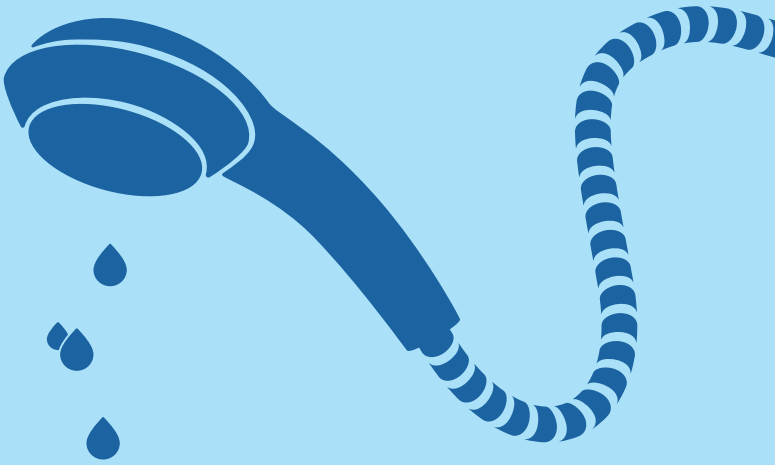
South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

MAKE EVERY DROP COUNT TARGET 150

South East Water

Hey Melbourne,

Let's make every drop count.



Our water is valuable

In Melbourne, we use more water than we get from rain. This means we can't rely on rainfall alone to support our growing city.

Our population is forecast to almost double within the next 30 years. This, along with the effects of climate change, is putting pressure on our water supplies.

Melbourne's water comes from rainfall across our catchments and from the Victorian Desalination Project, which can provide up to one third of our annual water needs.

Using water wisely and efficiently is the most cost-effective way to help ensure there is enough in reserve for future dry periods.



Cardinia Reservoir

What we're doing

We're managing our water systems and supplies so they're robust for today and for the next 50 years. This involves:

1. **Making sure our water pipes are in good shape**
2. **Investing in technology to identify leaks in real-time**
3. **Working with industry to use water more efficiently**
4. **Increasing use of recycled and desalinated water**

What you can do

There are lots of ways to save our precious water.
You can:

1. **Save a minute in the shower**
2. **Turn off the tap while brushing your teeth**
3. **Use the half flush on the toilet, when you can**
4. **Go easy with the garden hose**



Help target 150

Let's aim to use less than
150 litres per person, per day.

Together, we can make every drop count. Because if we each save a little, we all save a lot.

southeastwater.com.au/savewater

How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates

southeastwater.com.au

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

Rates, charges and valuation notice 2023-24

For the period 1 July 2023 to 30 June 2024

Want to go paperless?
Sign up today: portphillip.enotices.com.au
703ADE4B2J
eNotices

CITY OF PORT PHILLIP
ABN 21 762 977 945

D Field
102 Sutherland Street
PADDINGTON NSW 2021

010
I000294
R1_687

Assessment number	228316
Date of issue	25/08/2023

TAX INVOICE (no GST included)

Property details

602/67-71 STEAD STREET SOUTH MELBOURNE VIC 3205

Legal description	Lot 602 PS442461V V10663 F666
Owner/ Ratepayer	David Field

Site value	$50,000	Capital improved value	$360,000	Net annual value	$18,000
Level of value date	01/01/2023	Effective date	01/07/2023	Ward	GATEWAY

Details of account — **OYO Subdivided Flat**

Residential Rate (Rate on CIV .001694)	$609.80
Default Waste Charge	$198.20
Private Waste Collection Rebate	-$68.00
Victorian Government charges - Fire Service Property Levy	
Fire Serv Levy Residential (Rate on CIV .000046 + $125)	$141.55

Any payments made after 16/08/2023 will not be shown on this notice.

Total **$881.55**

Paying your rates

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

1 Paying in full

Excludes any arrears amount above.

15/02/2024	$881.55

2 Paying by instalments

1st instalment includes any arrears amount.
Payments received after 30 September 2023 will be accepted as part payment towards the in full amount due 15 February 2024

1st instalment 30 September 2023	$221.55
2nd instalment 30 November 2023	$220.00
3rd instalment 29 February 2024	$220.00
4th instalment 31 May 2024	$220.00

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

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

Assessment number	Property address	Due date	Amount due
228316	602/67-71 STEAD STREET SOUTH MELBOURNE VIC 3205	30/09/2023	$221.55

BPAY®

Biller Code: 356899
Ref: 2026 1597 2283 163

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

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2026 1597 2283 163
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2026 1597 2283 163
1300 276 468

IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.
POST billpay
*3178 2026159722831 63

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

OWNERS CORPORATION PS442461V
AGM MINUTES

Meeting Date	27 November 2023		
Meeting Location	via Zoom, Online, Melbourne, VIC, 3000		
Time	06:00 PM	Opened: 06:02 PM	Closed: 06:39 PM.
Lots Represented	Lot 402 — Anthea Isabel Perrett — Owner present Lot 403 — Benjamin Clingin — Owner present Lot 410 — Sunly and Vimol Prum — Owner present Lot 601 — Constandeanos Dean Kepenis & Mia Kepenis — Owner present Lot 603 — Andrejs Nolle — Owner present Lot 701 — Joanne Heide — Owner present Lot 902 — Tania Winton — Proxy present- James Woods Lot 904 — Allison White — Electronic vote Lot 906 — David & Cassandra Daly — Proxy present- Ralph Daly Lot 908 — Larnie Brown — Proxy present- Reo Shigeno Lot 909 — Graham Dawson — Proxy present- Dave Hone Lot 910 — Reo Shigeno — Owner present		
Chairperson	Zac Courtney		
Additional Attendees	Liam Camilleri Zac Courtney Michael Wood		
Apologies	Leonie Carr Shane McInerney		
Quorum	A quorum was not achieved, and all decisions are interim resolutions.		

Motion 1		
APPOINTMENT OF CHAIRPERSON	**Ordinary Resolution** Submitted by Strata Committee	
That a representative of Melb OC be appointed as Chairperson of the meeting.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 2		
ESTABLISHMENT OF A QUORUM	**Ordinary Resolution** Submitted by Strata Committee	

The Owners Corporation at 69-71 Stead St accepts that a quorum of Members is not present.
A quorum of members is 50% or more of Lot Owners represented by either proxy or in person.

The Owners Corporation resolved to accept that a quorum of Members was not present. A quorum of members is 50% of Lot Owners represented by either a proxy or in person. This means all the resolutions passed are interim resolutions. Interim Resolutions become resolutions of the Owners Corporation:

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

Note:
The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29-day period, the interim resolution cannot be acted upon until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of the 28-day period.

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 3		
VIRTUAL MEETING (ZOOM) PROCEDURE, VOTING CONDUCT, AND MEETING PROTOCOL	**Ordinary Resolution** Submitted by Strata Committee	
That the meeting adopts the voting procedure and meeting protocol in accordance with the ***attached.***		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 4		
PREVIOUS AGM MINUTES	**Ordinary Resolution** Submitted by Strata Committee	
That the minutes of the last General Meeting, held on 28 SEP 2023 are adopted as being a true and accurate record of the meeting.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 5		
CONSIDERATION OF REPORTS	**Ordinary Resolution** Submitted by Strata Committee	
That the reports attached are accepted.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 6		
AUDIT CERTIFICATE	**Ordinary Resolution** Submitted by Strata Committee	
Motion that the attached audit certificate provided by Kelly Partners for the year ending 31 JUL 2023 be accepted.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 7		
FINANCIAL STATEMENTS	**Ordinary Resolution** Submitted by Strata Committee	
That the Income & Expenditure Statement/s and Balance Sheet for the financial year ended 31 JUL 2023 as per attached, be accepted.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 8		
PROPOSED ADMINISTRATIVE & MAINTENANCE FUND BUDGET	**Ordinary Resolution** Submitted by Strata Committee	

That the proposed Maintenance and Administration Fund Budget (attached to these minutes) for the period 1 AUG 2023 to 31 JUL 2023 be approved and that the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance, effective from 1 AUG 2023.

Administration Fund

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	01 Aug 2023	31 Oct 2023	01 Aug 2023	$47,969.35	$5.32993
To be Issued	Next	01 Nov 2023	31 Jan 2024	01 Nov 2023	$47,969.35	$5.32993
To be Issued	Next	01 Feb 2024	30 Apr 2024	01 Feb 2024	$47,969.35	$5.32993
To be Issued	Next	01 May 2024	31 Jul 2024	01 May 2024	$47,969.35	$5.32993

Total					**$191,877.40**	**$21.31971**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	01 Aug 2024	31 Oct 2024	01 Aug 2024	$47,969.35	$5.32993
To be Issued	Next	01 Nov 2024	31 Jan 2025	01 Nov 2024	$47,969.35	$5.32993
Total					**$95,938.70**	**$10.65986**

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
Already Issued	Current	01 Aug 2023	31 Oct 2023	01 Aug 2023	$37,125.00	$4.12500
To be Issued	Next	01 Nov 2023	31 Jan 2024	01 Nov 2023	$37,125.00	$4.12500
To be Issued	Next	01 Feb 2024	30 Apr 2024	01 Feb 2024	$37,125.00	$4.12500
To be Issued	Next	01 May 2024	31 Jul 2024	01 May 2024	$37,125.00	$4.12500
Total					**$148,500.00**	**$16.50000**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
To be Issued	Next	01 Aug 2024	31 Oct 2024	01 Aug 2024	$37,125.00	$4.12500
To be Issued	Next	01 Nov 2024	31 Jan 2025	01 Nov 2024	$37,125.00	$4.12500
Total					**$74,250.00**	**$8.25000**

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 9		
PENALTY INTEREST ON ARREARS	**Ordinary Resolution** Submitted by Strata Committee	
That persuant to S.29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 10		
FINAL FEE NOTICE	**Ordinary Resolution** Submitted by Strata Committee	
A Final Fee Notice will be issued to members with arrears of 28 days or more. The cost for issuing this notice is $77.00 payable to Melb OC. To ensure the costs of the Owners Corporation are kept to a minimum the lot owner receiving the Final Fee Notice will be responsible for the cost incurred.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 11		
COST RECOVERY	**Ordinary Resolution** Submitted by Strata Committee	
That the Owners Corporation resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation) arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 12		
INSURANCE POLICY	**Ordinary Resolution** Submitted by Strata Committee	
That the Owners Corporation accept the ***attached*** insurance policy.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 13		
INSURANCE EXCESS	**Ordinary Resolution** Submitted by Strata Committee	
The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot. It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 14		
INSURANCE – MANAGER'S DISCLOSURE	**Ordinary Resolution** Submitted by Strata Committee	

Members resolved to acknowledge that Melb OC is an authorized representative of Whitbread Insurance Brokers. Melb OC is qualified to give general advice and factual advice about insurance, not personal advice. If the members require specialist insurance advice, Melb OC can refer the Members to an Insurance Advisor. The Members should read the specific Product Disclosure Statement before making a decision to purchase that insurance.

Explanatory notes: NOTE TO LOT OWNERS
Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings including carpets, curtains, blinds, and light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the title area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place.

INSURANCE DECLARATION
In accordance with the provisions of the current legislation we confirm that Brokers share the fee they receive from the underwriter with Melb OC as a charge for services relating to the referral of business and the assistance in the management of insurance claims, management of the insurance policy, issuance of certificate of currencies and general insurance negotiations on behalf of owners. It is to be noted that the underwriter confirms the annual insurance premium is not reduced in the event the fee is removed.

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 15		
APPOINTMENT OF PUBLIC OFFICER	**Ordinary Resolution** Submitted by Strata Committee	

That Simon Saint-John be empowered to act as Public Officer as defined under the Income Tax Assessment Act 1936 (ITTA) on bhealf of the owners corporation.

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 16		
OWNERS CORPORATION MANAGEMENT	**Ordinary Resolution** Submitted by Strata Committee	
That the Owners Corporation engages Melb OC for a further 12 months as manager, as per the terms and conditions of the existing contract.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 17		
ESSENTIAL SAFETY MEASURES	**Ordinary Resolution** Submitted by Strata Committee	

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

The Owners Corporation Members resolve to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporations Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.
It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.

The Owners Corporation Members resolve that Melb OC has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 18		
FIRE PROTECTION - SOLE OCCUPANCY UNITS	**Ordinary Resolution** Submitted by Strata Committee	
It is acknowledged that in the interest of taking all reasonable steps to ensure compliance and minimize the fire risk of the building, members are asked to: • notify the owners corporation manager of any penetrations within theirprivate unit and; • check the fire doors to their private unit and; • maintain individual smoke alarms & air conditioning systems within theirown private unit.		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 19		
DELEGATION OF POWERS	**Ordinary Resolution** Submitted by Strata Committee	
That the Committee be delegated all of the powers and functions that are delegated under S.11 of the Owners Corporations Act 2006 (except for the powers or functions that require a unanimous or special resolutions, or the power to delegate or the powers delegated to the Manager).		

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

Motion 20		
GENERAL BUSINESS	**Ordinary Resolution** Submitted by Strata Committee	

Discussion of General Business.

a) Benjamin Clingin raised concerns with the lift remaining on the ninth floor until it's called to another level, and that the lifts should remain on ground floor, so residents do not have to wait for the lift. It was decided to defer to the committee to consider this change. No motion put.

b) Motion 20 b): That the Owners Corporation thanks Kim White for his service and dedication as chairperson over a number of years, noting that he achieved many excellent outcomes for the Owners Corporation during his tenure.

Moved: Ralph Daly

Motion CARRIED.

VOTES	Yes : 12	No: 0	Abs: 0	Inv: 0

ELECTION OF COMMITTEE

Election of a committee.

Election of Ordinary Member

Larnie Brown, Benjamin Clingin, Ralph Daly, Reo Shigeno, James Woods have been elected to the committee.

Name	**Details**	**Votes**	**Outcome**
Larnie Brown	908	12	Elected, reason: Elected Unopposed
Benjamin Clingin	403	12	Elected, reason: Elected Unopposed
Ralph Daly	906	12	Elected, reason: Elected Unopposed
Reo Shigeno	910	12	Elected, reason: Elected Unopposed
James Woods	902	12	Elected, reason: Elected Unopposed

SCHEDULE 2

Regulation 8

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

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

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

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

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

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

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

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

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

SCHEDULE 3

Regulation 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

BODY CORPORATE
PS 442461V

GENERAL AND ADDITIONAL RULES

THE EDGE
69-71 STEAD STREET
SOUTH MELBOURNE

PART ONE STANDARD RULES
Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001
Subdivision Act 1988 STANDARD RULES

Use of common property and lots

A member must not and must ensure that the occupier of a member's lot does not-

(a) use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
(b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
(c) use or permit a lot affected by the body corporate to be used for used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
(d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
(e) make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am;
(f) keep any animal on common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

ADDITIONAL RULES

1. DEFINITIONS & INTERPRETATION:-

1.1 Definitions:

In these rules unless the context indicates a contrary intention:
"**Act"** means the *Subdivision Act 1988*;
"**Building"** means the building constructed on the Land;
"**Grand Prix"** means the Melbourne Formula One Grand Prix held at Albert Park Lake or any similar car race.
"**Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
"**Land"** means the whole of the land described in the Plan;
"**Manager"** means the person for the time being appointed by the body corporate as its Manager or if no person is for the time being appointed, the secretary of the body corporate;

"**Plan"** means plan of subdivision No. PS 442461V;

"**Regulations**" means the subdivision (Body Corporate) Regulations 2001 as amended from time to time.

"**Security Key"** means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

(a) headings are for convenience only and shall not affect interpretation,
(b) words denoting any gender shall include all genders,
(c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
(d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
(e) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
(f) a reference to a body corporate includes any elected committee of the body corporate, and
(g) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

1.2.1 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

2.1 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

2.2 A proprietor or occupier of a lot must not:

2.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

2.2.2 obstruct the lawful use of common property by any person.

2.2.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays.

2.3 A proprietor or occupier of a lot must not permit persons under his or her control to consume alcohol or take glassware onto the common property.

2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

2.5 A proprietor or occupier of a lot must not permit any persons under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

2.6 A proprietor or occupier of a lot must not permit any persons under the control of that person to use on the common property any skateboards, roller skates or roller blades.

2.7 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.

3. SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) the structural integrity of any part of the common property is impaired; or
(b) the provision of services through the lot or the common property is interfered with.
(c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

4. INTERFERENCE

4.1 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

4.2 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

4.3 A proprietor or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

4.4 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

4.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

4.6 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate.

5. DAMAGE

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property. Should a proprietor or occupier of a lot mark paint or otherwise damage deface any part of the common property, the proprietor will be responsible for restoring the common property at its own cost to its original condition. Should the proprietor of a lot fail to restore the common property to its original condition within fourteen (14) days of being requested to do so, the Body Corporate shall carry out the necessary works or repairs, and the cost of such works or repairs will be passed onto the proprietor of the lot.

5.2 A proprietor or occupier breach the fire regulations in this way, the proprietor will be responsible for all loss and damages that are incurred (including but not limited to the replacement value of the whole building should the building be damaged, building insurance probably be avoided whilst the proprietor or occupier is in breach of

this Rule 5.2) A proprietor or occupier who installs unapproved deadlocks or peepholes or does anything else that could or would void or prejudice the Body Corporate Insurance Policy will be required at the proprietor's cost to reinstate the premises so that either occupier is not in breach or has not voided or prejudiced the Body Corporate Insurance Policy. The proprietor will be required to carry out any works at their own cost. Until such time as such works are carries out, the proprietor will be responsible for all loss or damage that is incurred due to the proprietor or occupiers voiding or prejudicing the Body Corporate Insurance Policy. Should the proprietor fail to carry out the required work within seven (7) days of being requested to do so by the Manager, the Body Corporate will carry out the work and necessary repairs itself at the proprietor's cost.

5.3 A proprietor or occupier of a lot who damages (in any way whatsoever) any of the car park lifts will be responsible for all costs associated with the repair of the car park lift. This cost shall include (but not be limited to) call out of the Body Corporate, emergency call of maintenance team for the car park lift, costs of repair of the car park lift, costs incurred by other proprietors or occupiers if they are unable to use the car park lift (for example taxi fares) and the costs of any machinery or tow trucks required to remove a vehicle trapped in the car park lift.

6. DEFECTS

A proprietor or occupier of a lot must immediately notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any property of the body corporate. (Which includes all services and equipment.)

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

7.1 The body corporate may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

7.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

7.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

7.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

7.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with these rules and must meet all costs incurred by the Body Corporate in relation to these Rules (or a breach of these rules by the relevant proprietor or occupier).

8. FIRE

8.1 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the body corporate, relating to fire and fire safety in respect of the lot.

8.2 A proprietor or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

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

9. STORAGE

A proprietor or occupier of a lot must not:

(a) Use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or
(b) Do or permit anything, which may invalidate or suspend any insurance policy affected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

10. INSURANCE

A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

11. SECURITY AND SECURITY KEYS

11.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the Building.

11.2 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

11.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

11.4 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the body corporate.

11.5 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

12. CLEANING

12.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

12.2 A proprietor or occupier of a lot must ensure its car parking space(s) and nearby property are free of oil and like substances. The body corporate reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that proprietor or occupier for the cost. The body corporate will give twenty four (24) hours notice of its intention to do such cleaning.

13. SIGNS, BLINDS AND AWNINGS

13.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

13.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than a natural (for example white, bone, cream) colored covering or such other window coverings permitted by the

Body Corporate from time to time.

13.3 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the body corporate.

14. APPEARANCE

Without limiting any other of these rules, a proprietor or occupier of a lot must not:

14.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

14.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

14.3 operate or permit to be operated on the lot or within it any device or electronic equipment, which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

14.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;

14.5 install or operate any intruder alarm, which emits an audible signal;

14.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property.

14.7 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

14.8 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

14.9 install any air conditioning unit in a lot other than in a place nominated by the body corporate.

14.10 install any pipes, wiring, cables or the like to the external face of the Building.

14.11 a proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

15. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

16. RUBBISH

16.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

16.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

16.2.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

16.2.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and

16.2.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate; and

16.2.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.

16.3 The proprietor or occupier of the lot is in breach of rule 16.1 or 16.2 Body Corporate will charge the proprietor for the cost of complying with the above Rules.

17. BODY CORPORATE CONSENT

A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent. The Body Corporate and/or its Manager are not responsible for any costs incurred by the proprietor and/or occupier of the lot as a result of the Body Corporate retracting any consent that has previously been given.

18. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the body corporate must be addressed in writing to the Manager.

19. VEHICLES AND BICYCLES

19.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

19.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

19.3 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles and/or costs associated in the removal of any vehicle, trailer or motor cycle will be charged to the proprietor of the lot.

19.4 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than, The Edge, 69-71 Stead Street, South Melbourne.

19.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Manager.

19.6 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

19.7 A proprietor or occupier of a lot must not:

(a) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its

Manager from time to time; and

(b) permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time.

(c) if a proprietor or occupier of a lot fails to comply with 19.7(a) and (b) above, the Body Corporate will remove the relevant item and the proprietor of the lot will be charged for all expenses incurred by the Body Corporate.

20. COMPLIANCE

20.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

20.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

20.3 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

20.4 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

21. INTERFERENCE

21.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

21.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

22. BUILDING AND CONSTRUCTION

22.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

22.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

22.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

22.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

22.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or

which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

22.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

22.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

22.2.4 Pays such reasonable costs to the body corporate;

22.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

22.4 Without limiting the generality of sub-paragraph 22.3 the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

22.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

22.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

22.4.3 construction work must comply with all laws of the relevant Government Agencies;

22.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

22.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

22.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

22.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and

22.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

22.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

22.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making

good the damage or dirtying;

22.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

23. SIGNS

A proprietor or occupier of a lot must not allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property without the prior written consent of the body corporate (which consent will be granted in its absolute discretion).

24. SERVICES

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

25. ACCESS

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

26. ANIMALS

A proprietor or occupier of a lot may keep an animal on his or her lot, provided that the proprietor or occupier shall not allow any animal access to the common property. Should a proprietor of occupier of the lot breach this Rule, the proprietor of the lot shall be responsible for the cost of any repairs and/or cleaning required to the common property. Body Corporate may incur this cost on behalf of the proprietor.

27. MOVING OR VACATING

27.1 Residents intending to move furniture in or out must not:

27.1.1 do so without notifying the Manager at least 72 hours prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move (the time for moving must be between 9:00 am and 5:00 pm);

27.1.2 do so on a Sunday or a Public Holiday (without paying a fee to the Manager);

27.1.3 do so without paying the fee set by the body corporate (from time to time), which fee represents the possible cost to be incurred by the Body Corporate for any damage caused as a result of the moving (this includes damage and/or dirtying of carpets in the common areas etc). If no damage is incurred, the Manager shall return the fee to the relevant occupier or proprietor of the lot within seven (7) days of the Manager inspecting the property (to ensure no damage has been caused).

27.2 Residents moving furniture in or out at any time must not:

27.2.1 permit any carriers or trades people to commence operations prior to authorization being given by the Manager;
27.2.2 permit any furniture or items to access or exit the building other than via the basement;
27.2.3 permit any vehicles to restrict access to the car park;
27.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
27.2.5 place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager;
27.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door;
27.2.7 damage the common property.

27.3 The resident moving in or out of the building will be liable to the Body Corporate for any damage caused to the property in doing so. If any amount to be paid by a resident moving in or out is not paid within 14 days of the date of moving (and that resident is not the proprietor of the lot), then the body corporate may recover the amount owed from the proprietor of the lot.

27.4 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Manager and in accordance with this rule 27.

27.5 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager and then only in accordance with the directions given pursuant to rule 27.

27.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

28. STORAGE

A proprietor or occupier of a lot must not install a storage cage without first obtaining the written consent of the body corporate, which consent may be refused or granted on certain conditions by the body corporate at its absolute discretion.

29. BUSINESS

The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

(a) the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
(b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
(c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

30. GRAND PRIX AND SPECIAL EVENT PERIODS

The body corporate may from time to time make any restrictions, rules or prohibitions to apply during the periods the Grand Prix (or such like events) is held at Albert Park Lake.

31. MAIL NEWSPAPER DELIVERIES AND LETTER BOXES

31.1 The proprietor or occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that like effect unless it is in a form approved by the Body Corporate.

31.2 The proprietor or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding twenty four (48) hours, notwithstanding that this requirement may be waived entirely by the Body Corporate provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

31.2 A proprietor or occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager.

31.3 A proprietor or occupier of a lot in breach of this rule 32 is responsible for all costs incurred by the Body Corporate as a result of the breach.

32. COMPLIANCE

32.1 Any breach of a rule or regulation will entitle the body corporate to impose such fine or penalty as they deem appropriate from time to time as is advised to proprietors and occupiers and is in accordance with the Regulations.

32.2 The proprietor of a lot shall on demand compensate the body corporate in full in respect of any damage to the common property or property of the body corporate caused by that proprietor or that proprietor's occupier or the occupiers, licensees or invitees.

Melb OC
We create communities.

95 Coventry Street
Southbank VIC 3006
ABN: 15 890 264 035
(03) 9108 3910
admin@melboc.com.au
www.melboc.com.au

OWNERS CORPORATION CERTIFICATE

s.151 *Owners Corporation Act 2006* and r.11 *Owners Corporations Regulations 2007*

APPLICATION DETAILS

Owners corporation number:	PS442461V
Address:	602/69-71 Stead Street, South Melbourne VIC 3205
This certificate is issued for lot:	602
on plan of subdivision number:	PS442461V
Postal address:	602/69-71 Stead Street, South Melbourne VIC 3205
Applicant for the certificate:	Link West Conveyancing
Address for delivery of certificate:	jeff@linkwestconveyancing.com.au
Date that the application was received:	8th April 2024

PLEASE NOTE:

The information in this certificate is issued on 12th April 2024.

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

LOT AND OWNERS CORPORATION INFORMATION

1. The current fees for the lot/s annually are:

Administration Fund:	$2,131.96 (GST incl.) per annum (year ending 31st July 2024)
Maintenance Fund:	$1,650.00 (GST incl.) per annum (year ending 31st July 2024)
TOTAL:	$3,781.96 (GST incl.)

2. The date to which the fees for the lot have been paid up to is:

Administration Fund:	The levy is paid up to 30th April 2024
Maintenance Fund:	The levy is paid up to 30th April 2024

3. The total of any unpaid fees or charges to 30th April 2024 is:

Administration Fund:	$ 0.00
Maintenance Fund:	$ 0.00
Interest charge:	$ 0.00
TOTAL:	$ 0.00

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

NIL.

5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:

Maintenance on large buildings such as Edge Apartment is continuous, and unbudgeted unforeseen maintenance matters may arise without notice from time to time requiring additional financial contribution from owners for repairs. The OC is continuously reviewing the performance and operation of a range of equipment.

6. The owners corporation has the following insurance cover:

Company:	CHU Insurance
Policy No.	HU0006049913
Renewal Date:	23/07/2024
Building:	$31,780,000
Loss of Rent/Temp Accommodation	$4,767,000
Public Liability:	$30,000,000
Fidelity Guarantee:	$250,000
Voluntary Workers Per Accident:	$300,000/$3,000
Office Bearers Liability:	$5,000,000
Government Audit Costs:	$25,000
Appeal Expenses:	$100,000
Legal Expenses:	$50,000

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution:

No.

8. The total funds held by the owners corporation:

Administration Fund:	$ 29,052.42
Maintenance Fund:	$ 72,170.88

9. Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:

None known, as at date of certificate.

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

Various maintenance contracts for the provision of services in relation to fire protection, lift maintenance, garbage collection, air conditioning servicing, indoor plants, window cleaning etc. typical of a high rise CBD building.

There is a license agreement in relation to the hob situated in the end of carparks 201, 202, 203, 204, 205, 402, 403, 404, 405 and 406 to prevent water ingress into the main carpark area.

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

No.

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

None known, as at date of certificate.

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

None known, as at date of certificate.

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

A manager is appointed.

The manager is currently Melb OC. Contact details are included in the header to this certificate.

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

No administrator has been appointed and the Manager is not aware of any proposal to appoint an administrator as at the date of this certificate.

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

- A copy of the minutes of the annual general meeting held on 27th November 2023 containing all resolutions passed at that meeting
- A copy of the additional rules of the owners corporation
- A copy of the model rules of the owners corporation
- A copy of Schedule 3 of the Owners Corporation Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

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

Melb OC
95 Coventry Street, Southbank VIC 3006
or
zac@melboc.com.au

DECLARATION

This owners corporation certificate was prepared by:

Melb OC
95 Coventry Street, Southbank VIC 3006
Melbourne VIC 3004

Common seal:

The common seal of owners corporation number PS442461V was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of Simon Saint-John.



Signed: _____

Zac Courtney
Melb OC
as delegate of the owners corporation

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.2.CAV.OA/0623

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

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

1. Date of agreement

This is the date the agreement is signed. Nov 2, 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 **602/69-71 Stead Street, SOUTH MELBOURNE, VIC, 3205,**

3. Rental provider details

Name: **Mr David Field**

Rental provider's agent's details *(if applicable)*

Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
Business Address: **19 Station St, Oakleigh, VIC 3166**
Telephone: **(03) 9017 5881**
Email: **info.oakleigh@xynergy.com.au**
ABN: **37 615 705 621**

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

4. Renter details

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

Full Name of Renter 1	**Sandra Viviana Sanchez Jimenez**
Current Address	**602/69-71 Stead Street, South Melbourne, Vic, 3205**
Email of Renter 1	**sv.sanchez57@gmail.com**
Phone number of Renter 1	**0413774727**
Full Name of Renter 2	**Fernando Avila Quevedo**
Current Address	**602/69-71 Stead Street, South Melbourne, Vic, 3205**
Email of Renter 2	**fernandoavila2706@gmail.com**
Phone number of Renter 2	**0434725014**

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

Fixed Period Agreement ☑ - The period of the Agreement (The period 12 months Agreement)

Start date: **24/11/2023** (this is the date the agreement starts and you may move in)

End date: **23/11/2024**

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount ($) **$1,890.00** (payable in advance)

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid on the **23rd** of each month.

Date first rent payment due **23/11/2023**

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than $900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount: **$1,782.00**

Date bond payment due: **Paid**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order

☑ BPAY ☐ other electronic form of payment, including Centrepay

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000.***
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

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

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

(Rental provider to tick as appropriate)

☑ Yes – insert email address, mobile phone number or other electronic contact details

rental.oakleigh@xynergy.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☑ Yes – insert email address, mobile phone number or other electronic contact details

sv.sanchez57@gmail.com

☐ No

Renter 2 ☑ Yes – insert email address, mobile phone number or other electronic contact details

fernandoavila2706@gmail.com

☐ No

Note: If there are more than four renters, include details on an extra page.

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

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

Emergency contact name	**Mei Qin**
Emergency phone number	**03 9017 5881**
Emergency email address	**rental.oakleigh@xynergy.com.au**

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

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

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

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

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

☐ No ☑ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

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

(Rental provider to tick as appropriate)

☑ The condition report has been provided

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

Part C – Safety-related activities

14. Electrical safety activities

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

15. Gas safety activities

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

(a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

(a) The rental provider must ensure that:

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

(i) Information on how each smoke alarm in the rented premises operates; and

(ii) Information on how to test each smoke alarm in the rented premises; and

(iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the ***Building Act 1993*** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

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

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

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the ***Building Act 1993*** on the request of the renter.

18. Relocatable swimming pool safety activities

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

(a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.
This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19. Bushfire prone area activities

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

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

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

Part D – Safety-related activities

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit www.consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2,500.
The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than $2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

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

25. Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

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

26. Rent

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

27. Access and entry

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

28. Pets

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

Part E – Additional Terms

29. Further details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit unfair contract terms at the Consumer Affairs Victoria website.

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

(a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.

(b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

(a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.

(b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)

(c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

(a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

(b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

(a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
(b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

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

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

(a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
(b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
(c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay or long stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. (*If applicable to the premises let*.)

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. Pools and Water Features

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

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

(a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.

(b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

(a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.

(b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

(a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and

(b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

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

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

(a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.

(b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

(a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.

(b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

(a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

(b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

(a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
(b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
(c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

(a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
(b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
(c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
(d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

(a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
(b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
(c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of $2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter'" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

(a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;

(b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:

- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and

(d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

(a) to put on the premises let a notice *'to let'* during the last month of the term of this Agreement.

(b) to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement.

(c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

29.65. Window Cleaning

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

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report *(where carpets are steamed cleaned prior to commencement)*, the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (I).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

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

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

(a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
(b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
(c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
(d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
(e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

(a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.

(b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

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

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

(a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.

(b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.

(c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

(a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;

(b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;

(c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

(d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
(e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
(f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provider further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause 29.88.

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

(a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
(b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of $275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
(c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of $15 plus GST on each new applicant.
(d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

(a) to reimburse the RENTAL PROVIDER'S expenses including:
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
- the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

- the advertising costs of $350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
- the National Tenancy Database check fee of $15 plus GST on each new applicant, and
- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.

(b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and

(c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee *(non-reimbursable)* as in clause 29.90 for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause 29.87.

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

(a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
(b) The Schedule means the schedule to this Agreement,
(c) The Addendum means the additional terms to this Agreement,
(d) The Agreement means this document incorporating the Schedule, and
(e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER



Oct 30, 2023

Signature of AGENT on behalf of the RENTAL PROVIDER

Mei Qin
Name

Date

RENTER(S)



Nov 2, 2023

Signature of RENTER 1

Sandra Viviana Sanchez Jimenez
Name

Date



Nov 2, 2023

Signature of RENTER 2

Fernando Avila Quevedo
Name

Date

Appendix

1. Privacy Collection Notice
2. Rental Disclosure Statement
3. Emergency Contact Details
4. Owners Corporation Rules and Move in Procedures (as the case may be)

Prepared on: 27 October 2023

PT868-LR

Final Audit Report 2023-11-01

Created:	2023-10-27
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKOdW-2nPe2Sxmf9h8Ra2X450EUFKUCYl

"PT868-LR" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2023-10-27 - 7:04:44 AM GMT- IP address: 117.54.109.8

Document emailed to Sharon Angeline (pm2.oa@xynergy.com.au) for signature
2023-10-27 - 7:06:16 AM GMT

Email viewed by Sharon Angeline (pm2.oa@xynergy.com.au)
2023-10-27 - 8:03:24 AM GMT- IP address: 66.249.84.205

Document e-signed by Sharon Angeline (pm2.oa@xynergy.com.au)
Signature Date: 2023-10-29 - 10:18:37 PM GMT - Time Source: server- IP address: 103.79.105.168

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2023-10-29 - 10:18:38 PM GMT

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Email viewed by sv.sanchez57@gmail.com
2023-11-01 - 7:42:02 AM GMT- IP address: 66.249.84.204

Signer sv.sanchez57@gmail.com entered name at signing as Sandra Viviana Sanchez Jimenez
2023-11-01 - 10:10:13 PM GMT- IP address: 49.183.123.89

Document e-signed by Sandra Viviana Sanchez Jimenez (sv.sanchez57@gmail.com)
Signature Date: 2023-11-01 - 10:10:15 PM GMT - Time Source: server- IP address: 49.183.123.89

Document emailed to fernandoavila2706@gmail.com for signature
2023-11-01 - 10:10:17 PM GMT

Email viewed by fernandoavila2706@gmail.com
2023-11-01 - 10:10:53 PM GMT- IP address: 66.249.84.203

Signer fernandoavila2706@gmail.com entered name at signing as Fernando Avila Quevedo

2023-11-01 - 10:12:23 PM GMT- IP address: 49.183.123.89

Document e-signed by Fernando Avila Quevedo (fernandoavila2706@gmail.com)

Signature Date: 2023-11-01 - 10:12:25 PM GMT - Time Source: server- IP address: 49.183.123.89

Agreement completed.

2023-11-01 - 10:12:25 PM GMT

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