

Contract of Sale of Land

Property:

302/1 Eden Street, Heidelberg Heights VIC 3081

Carew Gartlan McClelland
First Floor, Midway Arcade
974 Main Road
ELTHAM VIC 3095

Email: sols@cgmsols.com
Telephone: 9439 9535
Reference: JM:AC:240384

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.

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../2025

Print name of person signing:

Print name of person signing:

State nature of authority, if applicable (e.g. director, attorney under power of attorney)

State nature of authority, if applicable (e.g. director, attorney under power of attorney)

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

SIGNED BY THE VENDOR on/...../2025

Print name of person signing: HAMISH RONALD CHAMPION

Print name of person signing: RACHELLE LEE CHAMPION

State nature of authority, if applicable (e.g. director, attorney under power of attorney)

State nature of authority, if applicable (e.g. director, attorney under power of attorney)

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

Particulars of Sale

VENDOR'S ESTATE AGENT

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: _____ Ref: Jay Sharma

VENDOR

Name: Hamish Ronald Champion and Rachelle Lee Champion
Address: _____
ABN/ACN: _____
Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Carew Gartlan McClelland
Address: PO Box 23 (First Floor, Midway Arcade, 974 Main Road) Eltham VIC 3095
Email: sols@cgmsols.com
Tel: 03 9439 9535 Mob: _____ Ref: 240384

PURCHASER

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Ref: _____

LAND (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11830 Folio 316	302	PS 720338V

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: 302/1 Eden Street, Heidelberg Heights VIC 3081, also known as
Apartment 2, Level 3, 1 Eden Street, Heidelberg Heights VIC 3081

GOODS SOLD WITH THE LAND

All fixed floor coverings, window furnishings and electric light fittings as inspected.

PAYMENT

Price \$
Deposit \$ payable by ___ / ___ / 2025, of which \$ has been paid to date
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 **30/60/90 days or earlier by agreement**

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

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

LEASE (general condition 5.1)

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

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years; OR
- a residential tenancy for a fixed term ending on / /20.....; OR
- a periodic tenancy determinable by notice as attached.

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

This contract does not include special conditions unless the words SPECIAL CONDITIONS appear in this box:

SPECIAL CONDITIONS

If the contract is subject to special conditions then particulars of the special conditions begin on the next page.

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

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

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

GST Withholding Payment Details

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

Amount purchaser must pay (price multiplied by the GST withholding rate): \$

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

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

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

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

Special conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing.

SPECIAL CONDITION 1 – PURCHASER NOT A FOREIGN PERSON

The Purchaser warrants that:

- (a) the Purchaser is not a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1995; or
- (b) the Foreign Investment Review Board has advised (or will advise before settlement) in writing that it has no objection to the acquisition of the property and the Purchaser will provide written evidence of same to the Vendor prior to settlement.

For the avoidance of doubt, the parties confirm that if the purchaser breaches this clause the purchaser's deposit, in addition to any further losses suffered as a consequence of that breach by the vendor, shall be forthwith payable to the Vendor, and otherwise the Contract will be at an end.

SPECIAL CONDITION 2 – PURCHASE SUBJECT TO RESTRICTIONS

The Purchaser buys subject to any restrictions imposed by and to the provisions any applicable Town Planning Acts or Schemes or Interim Development Order.

SPECIAL CONDITION 3 – MORE THAN ONE PURCHASER

- 3.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 3.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 3.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 3.4 This Special Condition will not merge on completion.

SPECIAL CONDITION 4 – ERRORS AS TO ADJUSTMENTS

The parties agree that where an error as to adjustments has occurred so that a party:

- (a) has received less than that party is entitled to from the other party; or
- (b) has paid more for the benefit of that other party than is required;

under the terms of this Contract, the first party may, in addition to all other remedies of that party, within one month from the date on which completion took place, by notice in writing, require the other party to pay to that party an amount equal to the financial measure of the error. This term does not merge at settlement.

SPECIAL CONDITION 5 – NO ADJUSTMENT FOR LAND TAX

The parties note the recent legislative changes imposed by the State Taxation Acts and Other Acts Amendment Act 2023 that prevent the adjustment of land tax and windfall gains tax between a vendor and purchaser in contracts for the sale of land from 1 January 2024.

Guarantee and indemnity

Must be signed by the Directors if the Purchaser is a company

I/We, of

and of

being the Sole Director / Directors of [Name of Company] of [Address]
..... (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; or
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract; or
- (c) by time given to the Purchaser for any such payment performance or observance; or
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; or
- (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.

SCHEDULE OF GUARANTORS

Name: Name:

Address: Address:

.....

To confirm their agreement, the parties have signed and sealed this document

this day of 2025

SIGNED by the said)
.....)
Print Name:)
Director (Sign)

in the presence of:)
.....)
Witness:)

General conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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 Online 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.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement.

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 lodgement 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 lodgement 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, unless the margin scheme applies.
- 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 lodgement 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 lodgement 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 lodgement 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.

DATED

2025

HAMISH RONALD CHAMPION AND RACHELLE LEE CHAMPION

to

CONTRACT OF SALE OF LAND

Property: 302/1 Eden Street, Heidelberg Heights VIC

Carew Gartlan McClelland
First Floor, Midway Arcade
974 Main Road
ELTHAM VIC 3095

Email: sols@cgmsols.com
Telephone: 9439 9535
Reference: JM:AC:240384

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	302/1 EDEN STREET, HEIDELBERG HEIGHTS VIC 3081
-------------	--

Vendor's name	Hamish Ronald Champion	Date	/ /
Vendor's signature	_____		
Vendor's name	Rachelle Lee Champion	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) are contained in the ATTACHED certificates

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 documents

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

NIL to the Vendors' knowledge

3.2 **Road Access**

There IS access to the property by road.

3.3 **Designated Bushfire Prone Area**

The land IS NOT in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993.

3.4 **Planning Scheme**

ATTACHED is a certificate with the required specified information

4. NOTICES

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

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

NOT APPLICABLE

4.2 **Agricultural Chemicals**

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

notices, property management plans, reports or orders, are as follows:

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):

ARE CONTAINED IN THE ATTACHED CERTIFICATES

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*.

ATTACHED is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

The land is not subject to 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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 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

This section 10 does not apply.

11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the *Sale of Land Act 1962*.

12. DUE DILIGENCE CHECKLIST

ATTACHED is a copy of the due diligence checklist.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11830 FOLIO 316

Security no : 124115047996J
Produced 17/05/2024 12:43 PM

LAND DESCRIPTION

Lot 302 on Plan of Subdivision 720338V.
PARENT TITLE Volume 08806 Folio 305
Created by instrument PS720338V 28/10/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
HAMISH RONALD CHAMPION
RACHELLE LEE CHAMPION both of 8 COCKATIEL STREET DIAMOND CREEK VIC 3089
AN370567S 13/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX761627K 23/02/2024
BANK OF QUEENSLAND LTD

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

DIAGRAM LOCATION

SEE PS720338V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX761625P (E)	DISCHARGE OF MORTGAGE	Registered	23/02/2024
AX761627K (E)	MORTGAGE	Registered	23/02/2024

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: APARTMENT 2 LEVEL 3 1 EDEN STREET HEIDELBERG HEIGHTS VIC 3081

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 23/02/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS720338V

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

DOCUMENT END

INFORMATION ONLY



Imaged Document Cover Sheet


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

Document Type	Plan
Document Identification	PS720338V
Number of Pages (excluding this cover sheet)	8
Document Assembled	17/05/2024 12:43

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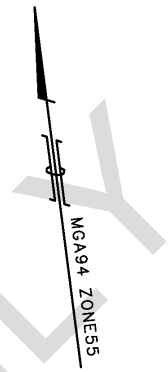
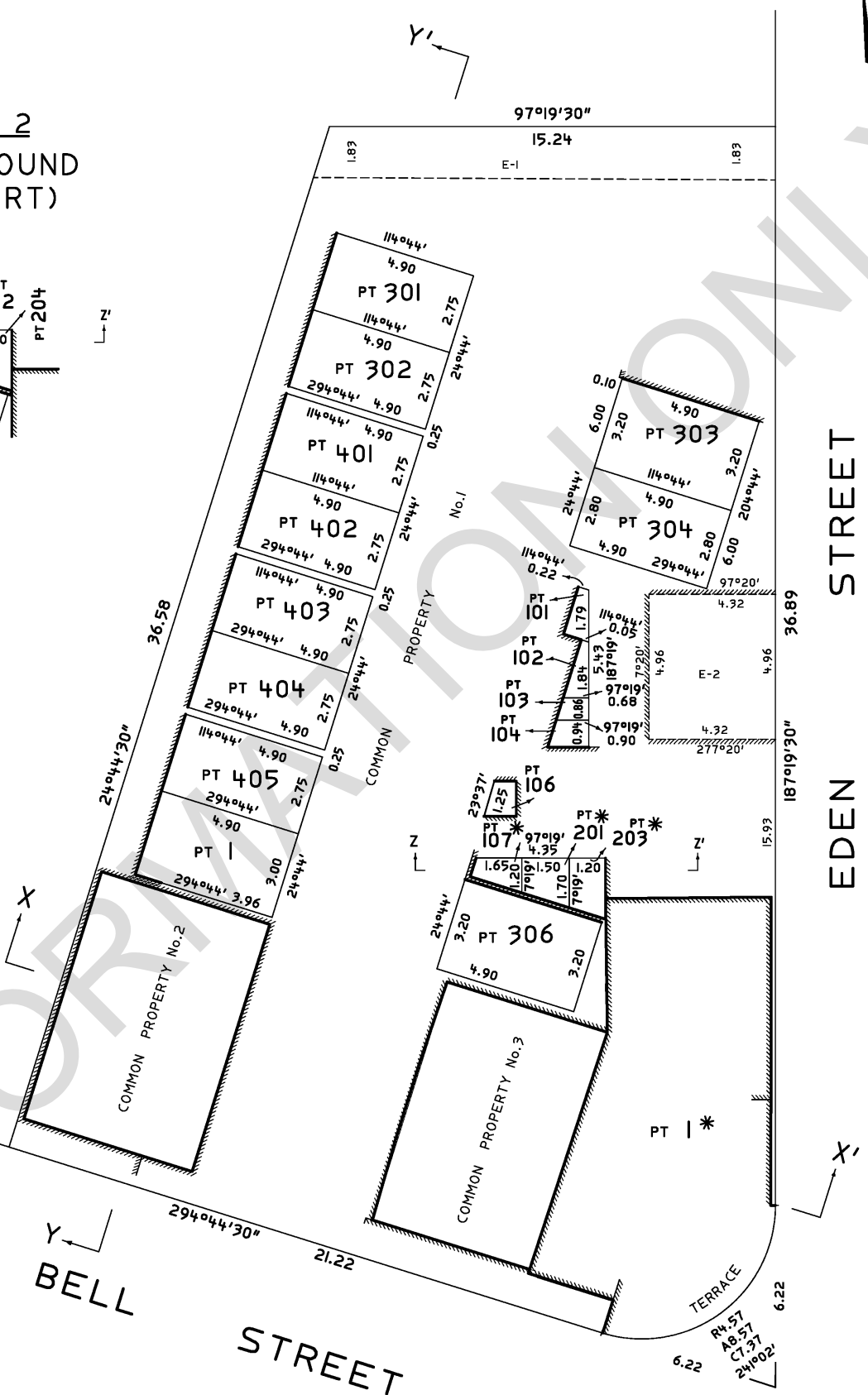
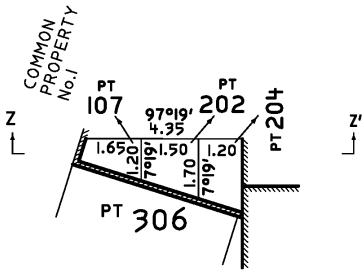
PLAN OF SUBDIVISION		EDITION 1	PS720338V	
LOCATION OF LAND PARISH: KEELBUNDORA CROWN PORTION: 3 (PART) TITLE REFERENCE: Vol.8806 Fol.305 LAST PLAN REFERENCE: Lot 38 on LP34191 POSTAL ADDRESS: 254 BELL STREET (at time of subdivision) HEIDELBERG HEIGHTS, 3081 MGA CO-ORDINATES: E: 327 940 ZONE: 55 (of approx centre of land in plan) N: 5 820 000 GDA 94		Council Name: Banyule City Council Council Reference Number: C34/2016 Planning Permit Reference: P175/2016 SPEAR Reference Number: S080943S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 22/09/2016) Digitally signed by: Janet Michelle Redgrave for Banyule City Council on 04/08/2016		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN THE LOTS & COMMON PROPERTY No.2 & COMMON PROPERTY No.3. BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES: MEDIAN : BOUNDARIES OF LOTS MARKED M FACE OF WALLS, FLOORS AND CEILINGS : ALL OTHER BOUNDARIES AFFECTED. HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL. ALL PARTS OF LOTS ON DIAGRAM 1 HEREIN ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR LOWER BOUNDARY, EXCEPT PARTS OF LOTS MARKED THUS*. ALL INTERNAL SERVICE DUCTS & PIPE SHAFTS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITION OF THESE DUCTS & SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		
NOTATIONS				
DEPTH LIMITATION: Does not apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE, SEWERAGE & GAS	1.83	LP34191	LOTS ON LP34191
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	POWERLINE (LIMITED IN DEPTH TO 1m BELOW GROUND FLOOR LEVEL & LIMITED IN HEIGHT TO THE INTERNAL FACE OF THE CEILING OF THE GROUND LEVEL	SEE PLAN	THIS PLAN (Sec.88 Electricity Industry Act 2000)	JEMENA ELECTRICITY NETWORKS (VIC) Ltd.
 INC. KEARNEY & TYRRELL SURVEYING 53 Rose Street, Essendon 3040 T 9331 4266 E admin@vland.com.au F 9331 4366 W www.vland.com.au		SURVEYORS FILE REF: 15194 VERSION 4 28/6/2016 Digitally signed by: Raymond James Mawson (Vicland Surveying), Surveyor's Plan Version (4), 29/07/2016 Amended: 28/10/2016		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 8 SHEETS PLAN REGISTERED TIME: 4:20 PM DATE: 28/10/16 Lewis White Assistant Registrar of Titles

PLAN OF SUBDIVISION

PS720338V

**DIAGRAM 1
GROUND LEVEL**

**DIAGRAM 2
UPPER GROUND LEVEL (PART)**



PLAN OF SUBDIVISION

PS720338V

DIAGRAM 3
LOWER GROUND LEVEL

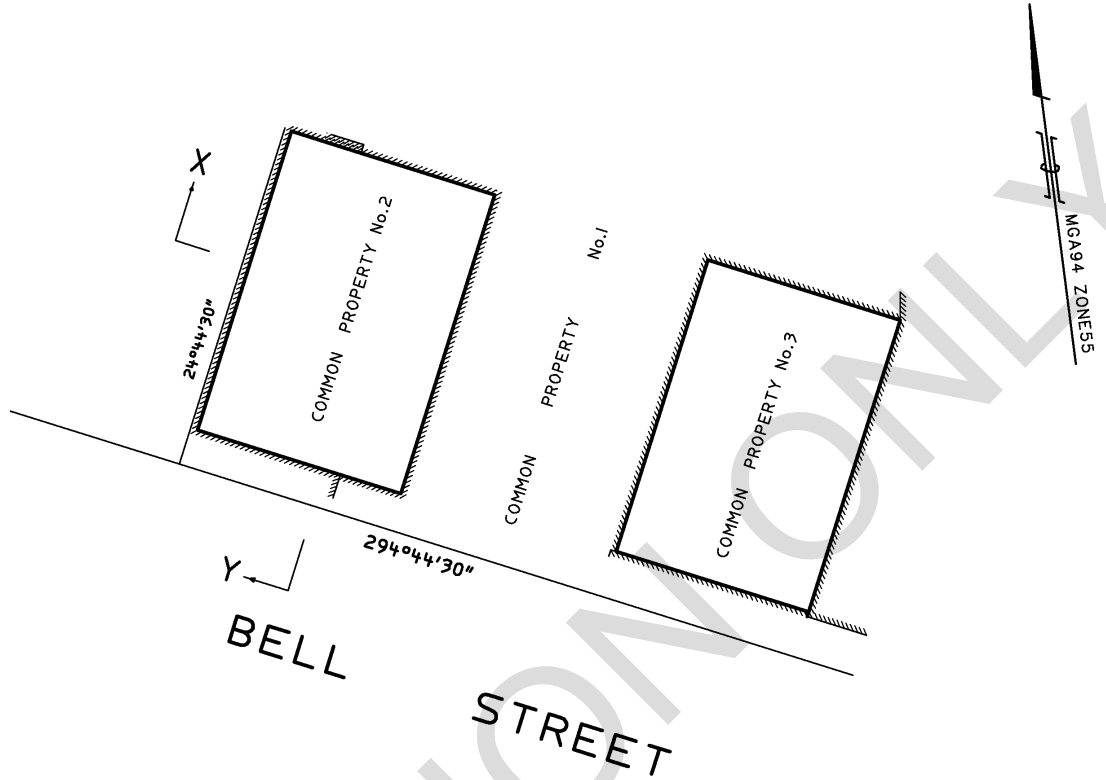
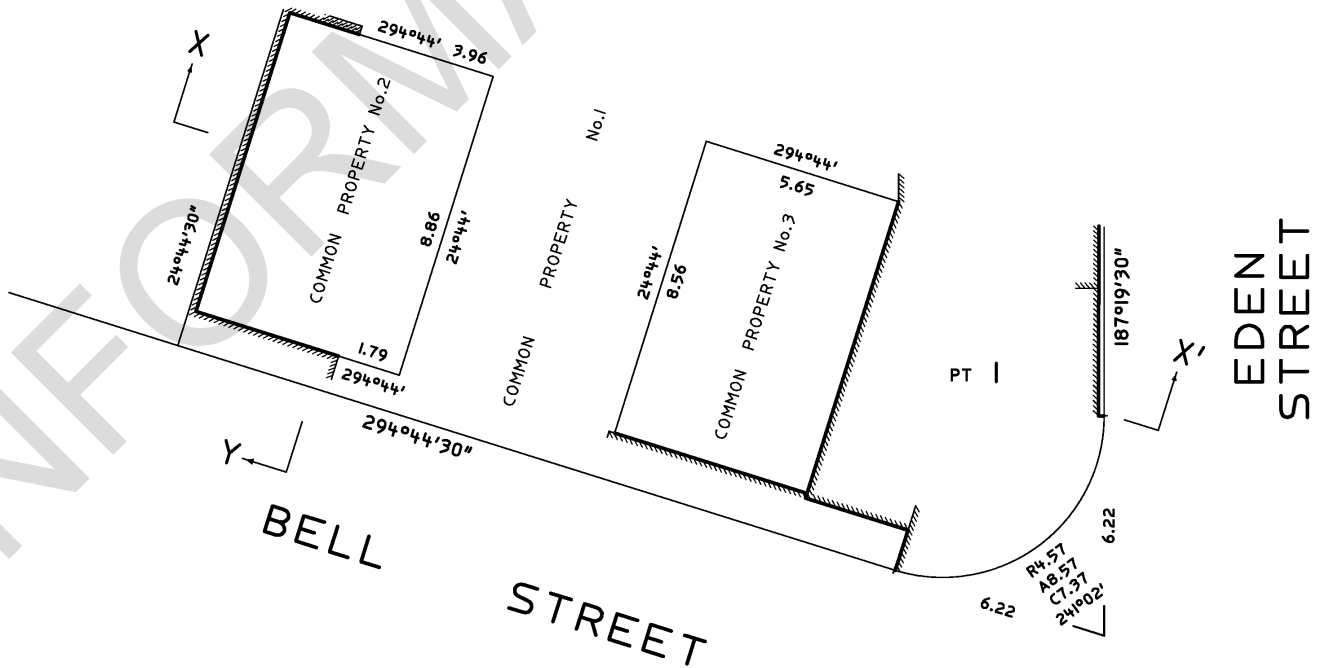


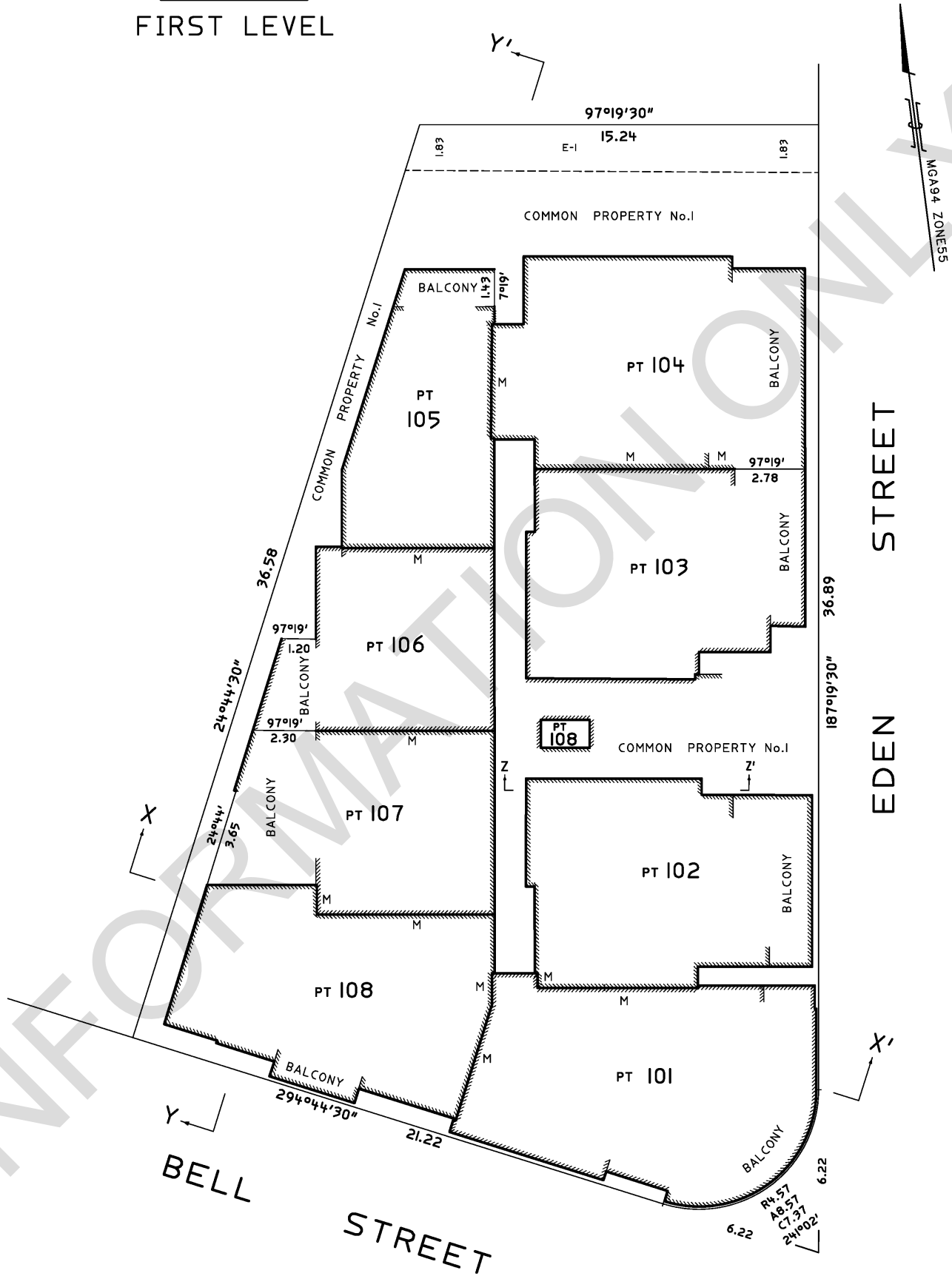
DIAGRAM 4
UPPER GROUND LEVEL (PART)



PLAN OF SUBDIVISION

PS720338V

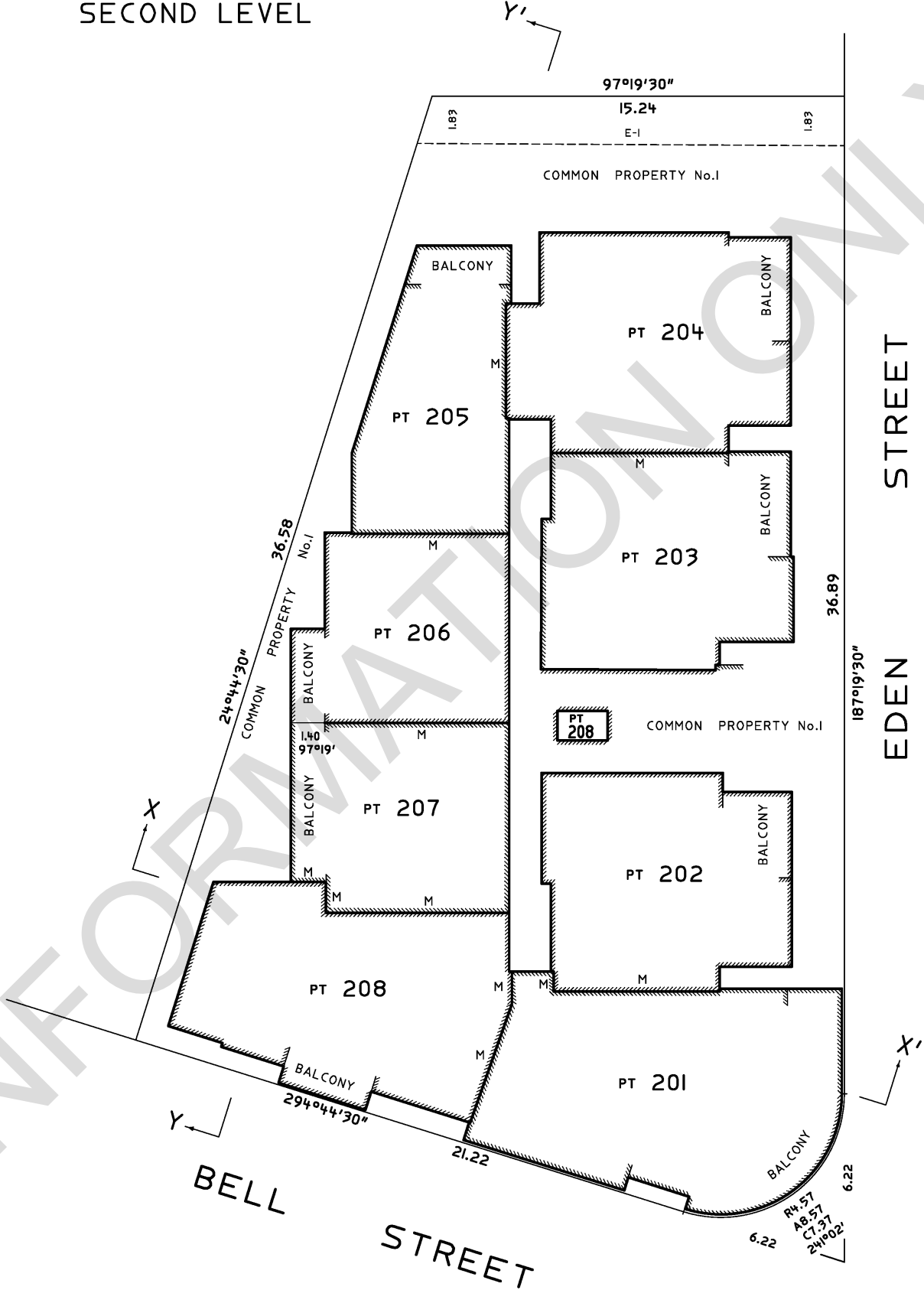
**DIAGRAM 5
FIRST LEVEL**



PLAN OF SUBDIVISION

PS720338V

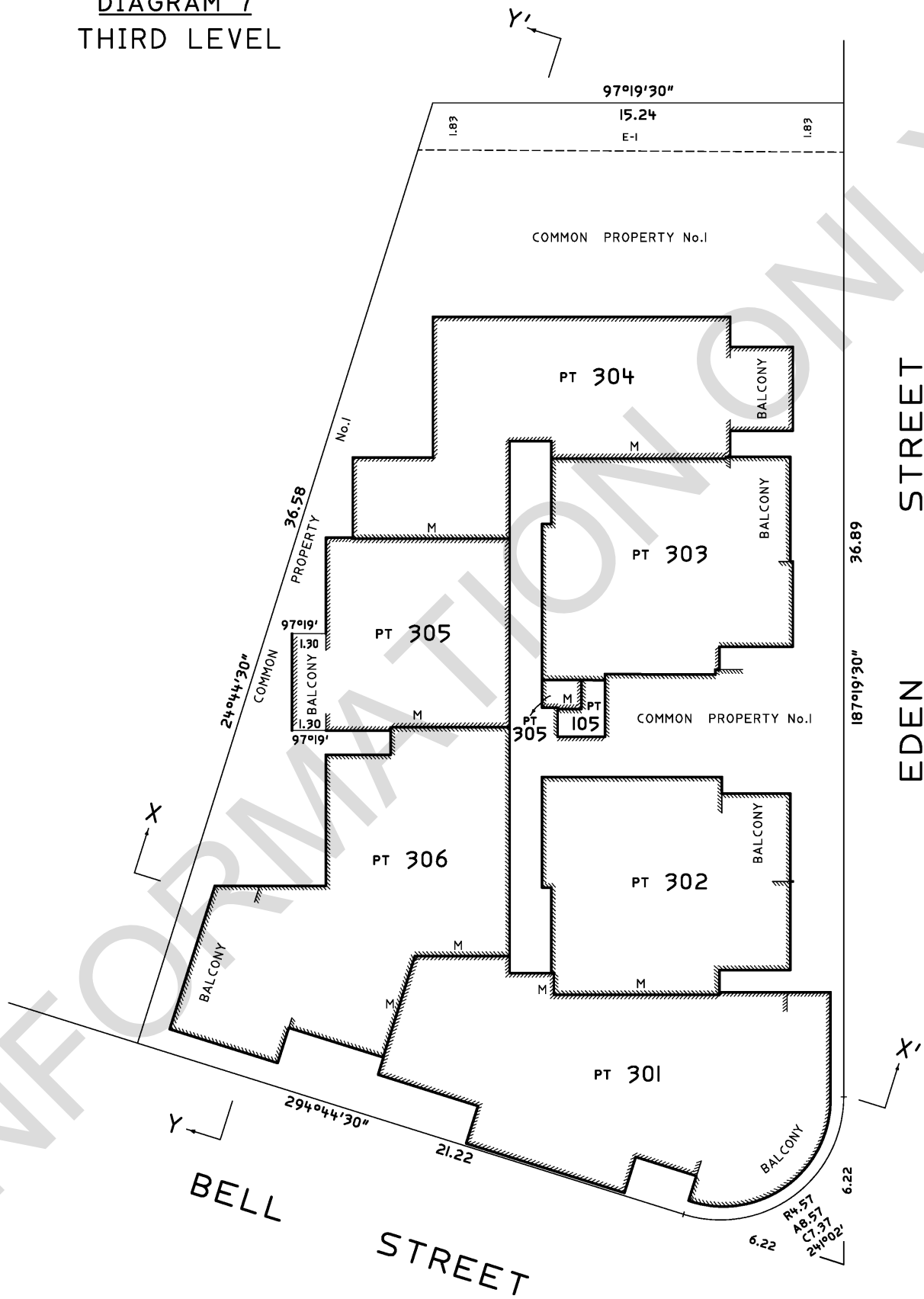
**DIAGRAM 6
SECOND LEVEL**



PLAN OF SUBDIVISION

PS720338V

**DIAGRAM 7
THIRD LEVEL**



PLAN OF SUBDIVISION

PS720338V

**DIAGRAM 8
FOURTH LEVEL**

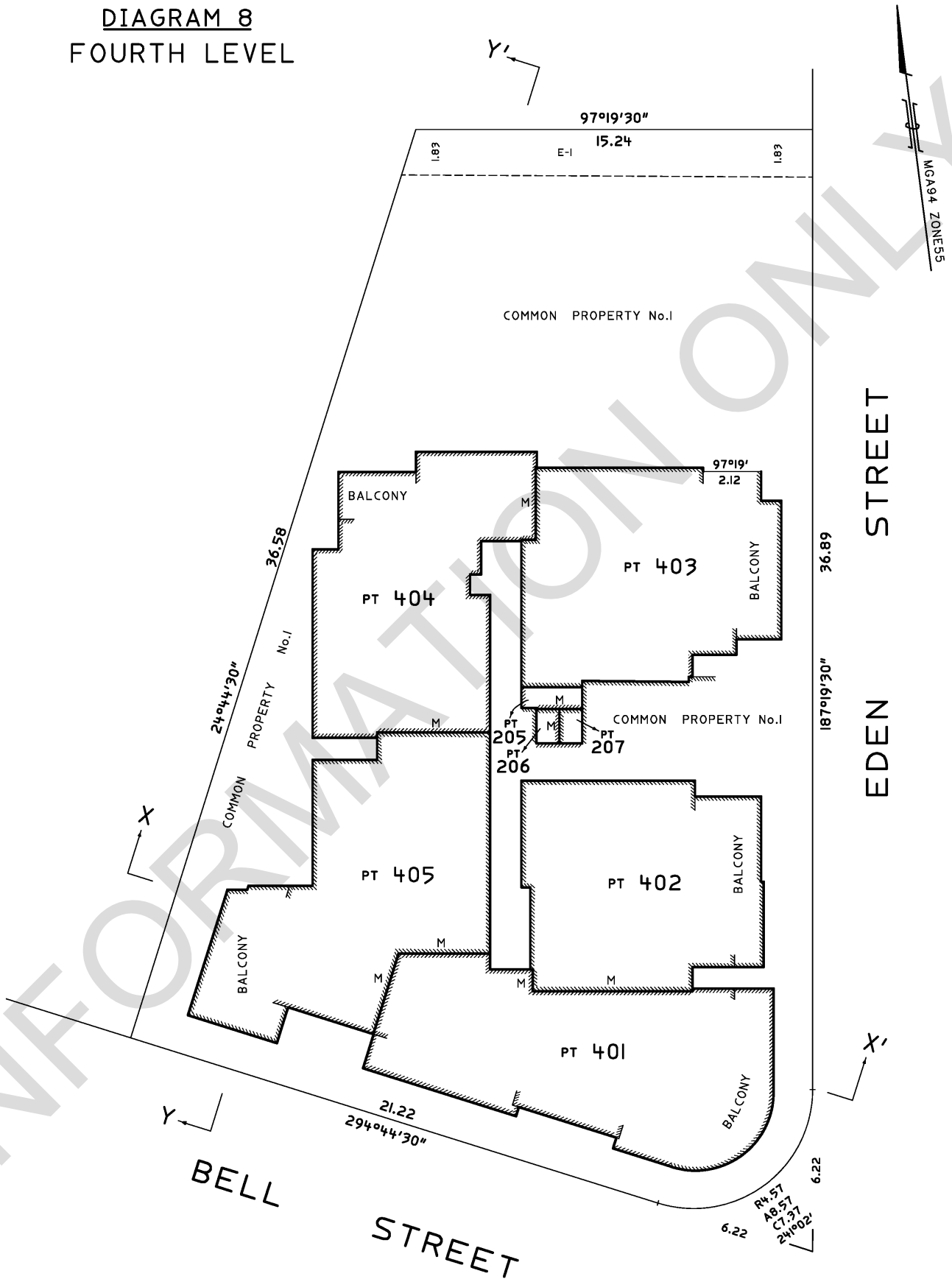


DIAGRAM 9 **PLAN OF SUBDIVISION** **PS720338V**

X-X' CROSS SECTION

NOT TO SCALE

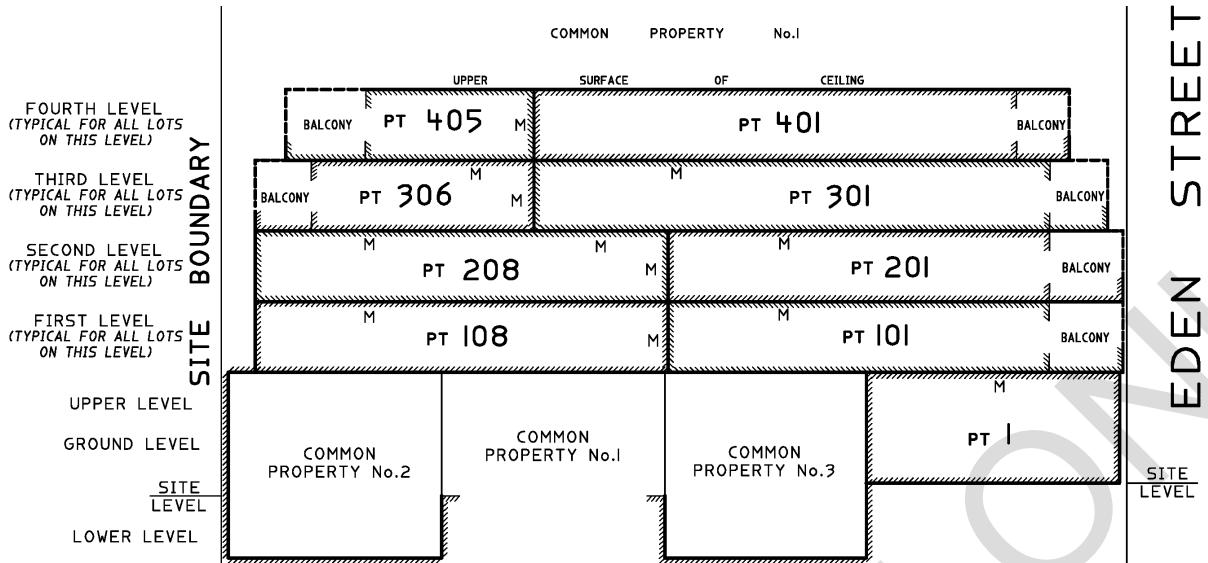


DIAGRAM 10

Y-Y' CROSS SECTION

NOT TO SCALE

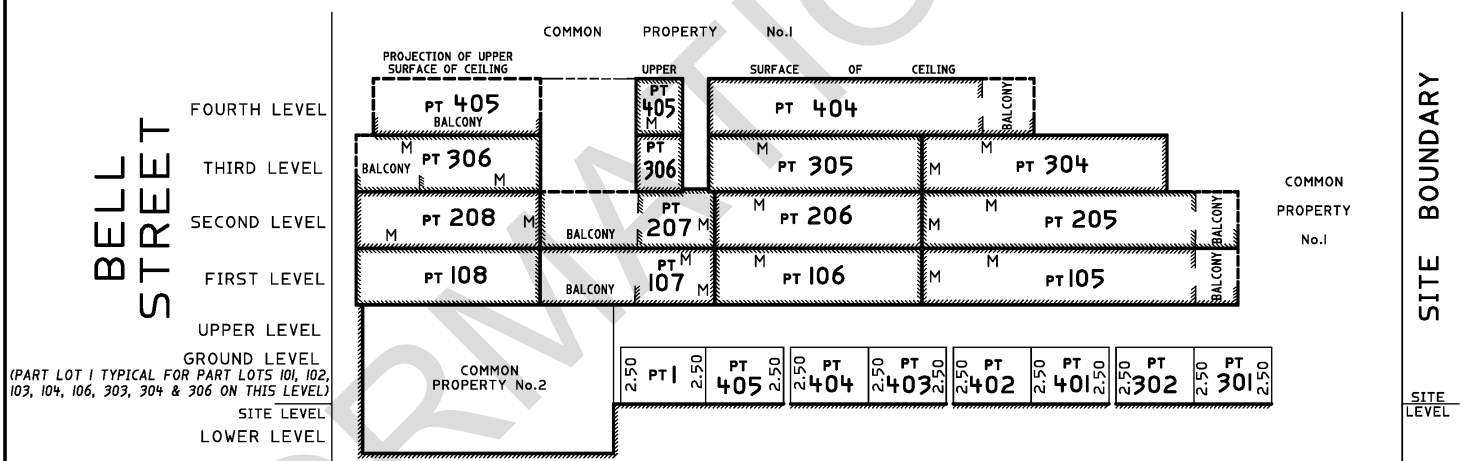
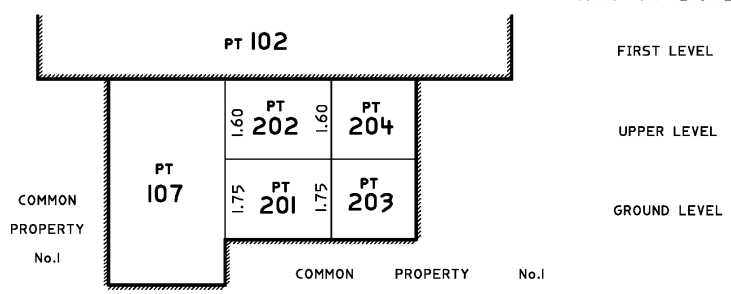


DIAGRAM 11

Z-Z' CROSS SECTION

TYPICAL FOR PART OF LOTS 107, 201 & 203 MARKED THUS * ON DIAGRAM 1 & PART OF LOTS 107, 202 & 204 IN DIAGRAM 2.

NOT TO SCALE





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS720338V

The land in PS720338V is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1, 101 - 108, 201 - 208, 301 - 306, 401 - 405.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

18-20 RUSSELL STREET MELBOURNE VIC 3000

OC032380G 28/10/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC032383A 28/10/2016

Additional Owners Corporation Information:

OC032380G 28/10/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	130	130
Lot 101	153	153
Lot 102	142	142
Lot 103	144	144



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 12:43:40 PM

OWNERS CORPORATION 1
PLAN NO. PS720338V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	146	146
Lot 105	100	100
Lot 106	100	100
Lot 107	104	104
Lot 108	147	147
Lot 201	154	154
Lot 202	142	142
Lot 203	142	142
Lot 204	142	142
Lot 205	102	102
Lot 206	102	102
Lot 207	102	102
Lot 208	149	149
Lot 301	163	163
Lot 302	144	144
Lot 303	144	144
Lot 304	154	154
Lot 305	104	104
Lot 306	158	158
Lot 401	151	151
Lot 402	142	142
Lot 403	144	144
Lot 404	149	149
Lot 405	160	160
Total	3814.00	3814.00

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.



Ross-Hunt

real estate

InfoTrack
LEVEL 5 459 Collins Street
MELBOURNE VIC 3000
Email: ownerscorp@infotrack.com.au

27 May 2024

Dear Sir/Madam,

RE: O.C. NO. 720338V – Lot 302 – Unit 302/ 1 EDEN STREET, HEIDELBERG HEIGHTS 3081

REF: 240384

We acknowledge receipt of your application dated 17 May 2024 and enclose an Owners Corporation Certificate in accordance with the Owners Corporation Regulations 2007.

We also enclose for your information the following:

1. Insurance Particulars
2. Minutes of the last Annual General Meeting
3. Income & Expenditure Statement and Balance Sheet
4. Statement of Advice and Information for Prospective Purchasers and Lot Owners
5. Model Rules for an Owners Corporation & Registered Rules for OC 1

We recommend that prior to settlement, a final check should be made with regard to any outstanding contributions, levies, legal charges or penalty interest.

A lot owner who sells a lot or a person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract. This is a requirement under the Owners Corporations Act 2006, Part 7, Section 134.

Please ensure the purchaser's telephone number and/or email address is provided for our records. This information can be forwarded on a Notice of Acquisition or Notice of Disposition to acquisitions@rosshunt.com.au.

A purchaser must provide an Australian address for serving of notices. A post office box address is not acceptable. This is to satisfy the requirements of the Victorian Civil and Administrative Tribunal, should any matter regarding a lot owner proceed before the Tribunal.

Yours faithfully,

Rob Tainton

Rob Tainton
Owners Corporation Department

Ross-Hunt Real Estate Pty Ltd ABN: 99 004 290 742
A: 99-105 Union Road, Surrey Hills 3127
P: Locked Bag 1, Surrey Hills 3127
T: **03 9830 4044** F: 03 9830 4088
E: rosshunt@rosshunt.com.au
www.rosshunt.com.au



Sales



Auctioneers



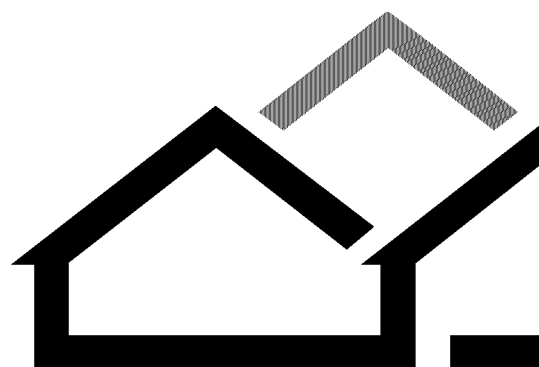
Buyers Advocacy



Rentals



Owners Corporation





Ross-Hunt

real estate

ABN 99 004 290 742

Prescribed Information for Owners Corporation Certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

**Owners Corporation Number 720338V at 254 Bell Street, (1 Eden Street)
HEIDELBERG HEIGHTS 3081**

This notice is issued in respect of Lot No. 302 / Unit No. 302

Name of Vendor: Rachelle Lee & Hamish Ronald Champion

Applicant for the certificate is: InfoTrack on behalf of Carew Gartlan & McClelland

Date application was received: 17/05/2024

The information in this certificate is issued on: 27/05/2024

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) the current fees for the lot for each quarter or annually or other period;

\$797.54 payable quarterly. The quarterly periods commence 1st January, April, July and October.

- (b) the date up to which the fees for the lot have been paid;

30/06/2024

- (c) the total of any unpaid fees or charges for the lot;

Nil



Settlement Fees can be paid using the following details:

Bill Code: 253062

EFT REFERENCE Number: 789127211099674

- (d) any special fees or levies which have been struck, and the dates on which they were struck and are payable;

A once-off \$18,331.65 Cladding Removal Special Levy struck on 18/10/2022 and payable by 01/02/2023. The Levy was based on Lot Liability. Lot 302 paid this Levy on 01/02/2023.

- (e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d);

See Resolution In attached Mintes: 14.2 Owners Corporation 2 and 3: Resolved that Ross-Hunt Real Estate will issue a Postal Ballot to all owners to vote on passing a Special Resolution delegating to Owners Corporation 1 the responsibility for the functions of OC 2 and OC 3, including issuing owners corporation certificates, levies, notice of meetings and minutes. If the Special

Resolution is passed it will mean that the owners in OC 2 and OC 3 will only get the one levy notice and notice of meeting in the future.

(f) in relation to **the owners corporation's insurance** cover—

(i) the name of the company;

Allianz Australia Insurance Limited

(ii) the number of the policy;

POL11047731

(iii) the type of policy;

Strata Title Insurance

(iv) the buildings covered;

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

(v) the building amount;

\$11,095,000.00

(vi) the public liability amount;

\$30,000,000.00

(vii) the renewal date.

06/04/2025. (The current premium for the period 06/04/2024 – 06/04/2025 has been paid)

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution;

Not applicable

(h) the total funds held by the owners corporation;

Cash at Bank OC#1 \$52,760.99 as at 27/05/2024

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities;

None to our knowledge. The next Annual General Meeting date is 06/02/2025.

(j) details of any current contracts, leases, licences or agreements affecting the common property;

None to our knowledge.

- (k) details of any current agreements to provide services to lot owners, occupiers or the public;

Alexon Pty Ltd	Australian Essential Services Group
Hamilton Elevators Pty Ltd	M2M One Pty Ltd
Origin Energy	Premier Waste
Yarra Valley Water Ltd	

- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied;

None to our knowledge as at 27/05/2024

- (m) details of 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;

Save for any action to recover member contributions in arrears, the owners corporation is not a party to any legal proceedings and is not aware of the likelihood of such proceedings.

- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager;

Ross-Hunt Real Estate Pty Ltd, 99-105 Union Road, Surrey Hills. Vic. 3127

- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator;

No administrator is appointed.

- (p) documents required to be attached to the owners corporation certificate are:

Minutes of the last Annual General Meeting
Financial statements
Statement of Advice and Information for Prospective Purchasers / Lot Owners
Model Rules & Registered Rules for OC1

Further information on prescribed matters can be obtained by inspection of the owners corporation register by making written application to the Manager at the address listed below.

Dated 27 May 2024

THE COMMON SEAL of OWNERS CORPORATION NO 720338V is no longer required at this property.

Rob Tainton

Rob Tainton
Owners Corporation Department
Ross-Hunt Real Estate



BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

AFS Licence No: 241466

Level 11/600 St Kilda Road
MELBOURNE VIC 3004

PO BOX 7081
MELBOURNE VIC 3004

Tel: (03) 9860 4261
Fax: (03) 9820 5664

Email: bodycorp@bjsib.com.au

You are reminded that the policy mentioned below falls due for renewal on 6/04/2024. To ensure your continued protection, payment must be received by this date. The policy has been transferred to another Insurer as indicated. Please complete & return the application with your cheque.

Page 1 of 6

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 18/03/2024

Invoice No: 80552

Our Reference: SP720338V

Should you have any queries in relation to this account, please contact your Account Manager

Rob Howland

O.C.S.P 720338V
C/- Ross Hunt Real Estate - TO
Locked Bag 1
SURREY HILLS VIC 3127

Class of Policy: Strata Title Insurance

Insurer: Allianz Australia Insurance Limited
P O Box 9870, MELBOURNE 3001

ABN: 15 000 122 850

The Insured: O.C.S.P 720338V

TRANSFER RENEWAL

Policy No: POL11047731

Period of Cover:

From 6/04/2024

to 6/04/2025 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

PLEASE SEE REVERSE FOR OTHER IMPORTANT INFORMATION

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$12,984.21	\$200.00	\$0.00	\$1,354.25	\$1,428.26	\$358.28

Commission earned on this invoice \$2,856.52

TOTAL \$16,325.00
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$146.93



Acct Name: BJS Body Corporate Insurance Brokers Pty
BSB: 083419 Account: 548492610
Reference: SP720338V 80552

Our Reference: SP720338V

Invoice No: 80552

Acct Man: Rob Howland



Mail this portion with your cheque payable to:
BJS Body Corporate Insurance Brokers Pty Ltd
PO BOX 7081
MELBOURNE VIC 3004



To pay with your
Visa/Mastercard
Call 1300 369 589
Visit www.bjsib.com.au
Client Ref: 044745X

Invoice Ref: 80552

AMOUNT DUE

\$16,325.00

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE (applicable to all General Insurance Contracts except Consumer Insurance Contracts)

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers need information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not have to tell the Insurer anything that:
reduces the risk they insure you for; or
is common knowledge; or
your insurer knows, or should know; or
your insurer waives your duty to tell them about

If you do not tell the Insurers something:

If you do not tell the Insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

3. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

4. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

5. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

6. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Australian Financial Complaints Authority (AFCA) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting AFCA directly at GPO Box 3 Melbourne VIC 3001, on 1800 931 678, email: info@afca.org.au or visit the website: www.afca.org.au.

7. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

8. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the Underwriters.

9. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

Schedule of Insurance

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 720338V

Policy No: POL11047731
Invoice No: 80552
Our Ref: SP720338V

This policy has been placed through

Strata Community Insurance
ABN 72 165 914 009
PO Box 13132 Law Courts VIC 8010

Strata Community Insurance is an underwriting agency who has placed the policy with

Allianz Australia Insurance Limited
ABN 15 000 122 850
P O Box 9870, MELBOURNE 3001

Class of Risk: SCI Residential Strata

PDS & Policy Wording: Strata Product Disclosure Statement and Policy Wording (SCI034-Policy-RS-PPW-02/2021)
Supplementary Product Disclosure Statement (SCIA-036-SPDS-RSC-10/2021)

The Insured: Owners Corporation Plan No. PS 720338V

Situation: 254 Bell Street, Heidelberg Heights, VIC, 3081

Period of Insurance: Commencement Date: 4.00pm on 06/04/2024
Expiry Date: 4.00pm on 06/04/2025

Policy Limits / Sum Insured

Section 1: PART A

1. Building	\$11,095,00
Common Area Contents	\$110,950
2. Terrorism Cover under Section 1 Part A2	Applies

PART B

Loss of Rent / Temporary Accommodation	\$1,664,250
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Optional Covers

1. Flood	Included
2. Floating Floors	Included

Section 2: Liability \$20,000,000

Section 3: Voluntary Workers Included

Section 5: Fidelity Guarantee \$100,000

Section 6: Office Bearers Liability \$1,000,000

Section 7: Machinery Breakdown \$25,000

Schedule of Insurance

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 720338V

Policy No: POL11047731
Invoice No: 80552
Our Ref: SP720338V

Section 8:	Catastrophe	Not Included
Section 9:	PART A – Government Audit Costs – Professional Fees	\$25,000
	PART B – Appeal Expenses	\$100,000
	PART C – Legal Defence Expenses	\$50,000
Section 10:	Lot Owners' Fixtures and Improvements	\$300,000
Section 11:	Loss of Lot Market Value	Not Included

Excesses

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy Wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

Section 1:	Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater	\$2,500
	Insured Property	\$1,000
Section 7:	Machinery Breakdown	\$2,500
Section 9:	Legal Defence Expenses and 10% Contribution	\$1,000

ENDORSEMENTS

Your policy includes the following endorsements that are changes to your cover and should be read together with your PDS and Policy Wording. In all other respects the Policy remains unaltered and is subject to the terms, conditions and exclusions contained therein.

END0110 - Flood Limit Optional Cover '1. Flood in Section 1 - Insured Property' is deleted and replaced by the following:

1. Flood For any claim arising from Flood, We will pay up to \$10,000,000 in the aggregate in respect of any Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s).

Important Information

This quote has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy wording (PDS and Policy) and this quote to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website www.stratacommunityinsure.com.au.

This is also where You can locate Your workers compensation documentation (if applicable): <http://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy.

Conditions of this Quotation

This quote is based on the information provided by You in Your quote request. We reserve the right to amend or withdraw this quote if the information provided is incomplete or inaccurate or if, prior to the start date of the policy, there is a material change in risk. This quote is also based on the following conditions. Please contact us if

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 720338V

Policy No: POL11047731
Invoice No: 80552
Our Ref: SP720338V

any of these are incorrect as it may affect Your quote and the terms and conditions on which We will provide cover.

- (1) You have not had any previous insurance policy declined or cancelled, renewal refused, or had special terms or conditions applied to any insurance policy.
- (2) You have provided us with Your claims history as part of Your quote request and no further claims, or circumstances that may give rise to further claims occurring, have arisen to Your knowledge that You have not yet notified to Us.
- (3) No changes to the description of the occupancies have occurred since Your quote request.

Your Duty To Take Reasonable Care Not To Make A Misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims Made Notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of

any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section,

Schedule of Insurance

Page 6 of 6

Class of Policy: Strata Title Insurance
The Insured: O.C.S.P 720338V

Policy No: POL11047731
Invoice No: 80552
Our Ref: SP720338V

subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

Please refer to the Policy Wording / PDS for full details of cover provided.

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this information?

This is important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

The personal advice that we have provided you about your insurance needs may be based on incomplete or inaccurate information relating to your personal circumstances and because of that you should, before acting on the advice, consider the appropriateness of the advice, having regard to your personal circumstances.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy.

If you instruct us to arrange the recommended policy, we will:

- Receive commission or brokerage as detailed on this invoice and
- Charge you a fee as detailed on this invoice

MINUTES OF INTERIM ANNUAL GENERAL MEETING
Owners Corporation Strata Plan No. 720338V
254 Bell Street, HEIDELBERG HEIGHTS VIC 3081
HELD ON: 16/05/2024 at 18:00
LOCATION: Teams Online

PRESENT:

Lot#	Unit#	Attendance	Owner Name
102	102	Yes	Timothy John Roylance
202	202	Yes	Aaron Smith
206	206	Yes	Elisa Borreca
304	304	No	Karen Anne Lamb (Apology)
403	403	Yes	Roger A Beu

IN ATTENDANCE:

Trent O'Reilly representing Ross-Hunt Real Estate

CHAIRPERSON(acting):

Meeting Chaired by: Trent O'Reilly

1. MINUTES

Resolved that the minutes of the last Annual General Meeting held on 13/07/2023 were accepted as presented.

2. FINANCIAL REPORT

Resolved that the Statement of Financial Performance for the financial year ending 30/11/2023 was accepted as presented.

3. AUDITING AND FINANCIAL REPORTING

Resolved that the Owners Corporation is a non-reporting and not for profit entity for financial reporting purposes.

4. MANAGERS REPORT

Notation: The Manager advised the meeting of Professional indemnity cover held by Ross-Hunt Real Estate for \$5 million.
Policy No: 2023-RE44993-83294 with Woodina Underwriting Agency.

5. COMMITTEE

Resolved that the following members were elected to the Committee: Aaron Smith (U202). Craig Mayo (U205), Roger Beu (U403), Elisa Borreca (U206) Tim Roylance (U102).

The Committee elected Aaron Smith as the Chairperson.

6. DELEGATION TO COMMITTEE

Resolved the Owners Corporation delegates to the committee all the powers and functions of the Owners Corporation except:-

- i) A power or function requiring a special resolution;
- ii) A power or function requiring a unanimous resolution;
- iii) A power or function that may only be determined by ordinary resolution of the Owners Corporation at a general meeting pursuant to Section 82.

The purpose of a committee is to make decisions outside the Annual General Meeting. The committee provides a link between the manager and property enabling efficient processing of items which require attention. These items would generally be maintenance related or sometimes in relation to special legal or capital works projects. It is the committee's responsibility to act in the best interests of the Owners Corporation.

Dispute Resolution: Once an issue is brought to the attention of the manager, this is to be emailed to the chairperson or representative of the committee. The responsibility of the chairperson is to inform and discuss any issues arising at their property, being via calling of a committee meeting or by email. The correspondence is between the committee only (not the manager) and once a decision is made, then it is the responsibility of the chairperson to instruct the manager in writing.

7. INSURANCE

Resolved that the building cover is to remain at \$11,095,000.00 and to be reviewed through a property valuation. Excess payable by Owner or Owners Corporation, depending on the claim.

Policy Number: POL11047731	Type: Strata	Broker: BJS Body Corporate Insurance Brokers P/L
Insurer: Strata Community Insurance	Premium: \$21,550.00	Paid On Date: 27/03/2024
Policy Start Date: 06/04/2024	Next Due Date: 06/04/2025	
Cover	Sum Insured	Excess
Building	\$11,095,000.00	\$1,000.00
Public Liability	\$20,000,000.00	\$1,000.00
Water Damage/Burst Pipes		\$2,500.00

For all excesses and cover please refer to policy document, which is available from BJS Body Corporate Insurance Brokers Pty Ltd (BJS). Ph: 1800 003 077.

Ross-Hunt Real Estate Pty Ltd has a distributor agreement with BJS. As part of the agreement there is a beneficial relationship between the two entities, relating to insurance policies in the name of the Owners Corporation. Ross-Hunt Real Estate receives 25% of the commission earned by BJS on new insurance policies only. The arrangement contributes to a lower level of management fees and does not increase the cost of the insurance to the Owners Corporation.

Notation: FINANCIAL SERVICE GUIDE AND PRODUCT DISCLOSURE STATEMENT (FSG & PDS).

Following legislative changes in the financial service industry, Owners Corporation Managers as arrangers of insurance must either hold an Australian Financial Services License or be authorised to act on behalf of a Licensee. Ross-Hunt Real Estate has elected to become a distributor of BJS and our authority allows us to provide instructions to BJS to arrange insurance, present quotations and renewal invitations to the Owners Corporation which are provided by BJS (including the invoice, BJS FSG and relevant Insurers PDS) and renew insurance following your authority. We cannot provide advice however if you require personal advice you can contact BJS or an insurance broker of your choice.

8. VALUATION

Resolved that Ross-Hunt Real Estate is to obtain a valuation for the purposes of insurance. Building cover to be adjusted accordingly. Your last valuation was completed on 11/04/2019.

9. DEBT COLLECTION

Resolved that Ross-Hunt Real Estate is authorised to engage the services of a solicitor to submit an application to the Victorian Civil Administrative Tribunal or any other court of jurisdiction for debt recovery against an owner. Costs will be incurred however it is reasonably expected these costs are recoverable in most circumstances.

10. OCCUPATIONAL HEALTH & SAFETY

Resolved not to carry out an assessment to determine compliance with Occupational Health and Safety Act 2004 provisions. Members advised the Manager that the Owners Corporation did not have any irregularities or services that would be subject to the Occupational Health & Safety Act 2004 provisions.

Notation: The Manager advised the meeting of the operation of the Occupation Health & Safety Act 2004 and the need for compliance so as not to adversely impact on the insurance policy of the property and in order to avoid any possible penalties being applied to the Owners Corporation. The Manager advised members that Ross-Hunt Real Estate is not a building surveyor or engineer and is not able to determine compliance obligations.

11. ESSENTIAL SERVICES

Resolved that the current service provider remain in place to carry out the Essential Services Report for the property.

Resolved that the Owners Corporation hereby resolves to undertake Essential Service Measures at the property and authorises therein the manager to undertake Essential Service Maintenance works as required being for the amount equal or under \$500.00.

12. CARETAKER

Resolved that the current caretaker continue for a further 12 months.

13. CARPET CLEANING

Resolved that Ross-Hunt Real Estate arrange for a carpet clean of the common areas in February 2025. Refer to budget.

14. GENERAL BUSINESS

14.1 Common Garden: Resolved that Ross-Hunt Real Estate to arrange for a quote for a contractor to spray weed killer in the common gardens on a six-monthly basis. Quote to be forwarded to the committee for a decision. Cost to come from existing funds.

14.2 Owners Corporation 2 and 3: Resolved that Ross-Hunt Real Estate will issue a Postal Ballot to all owners to vote on passing a Special Resolution delegating to Owners Corporation 1 the responsibility for the functions of OC 2 and OC 3, including issuing owners corporation certificates, levies, notice of meetings and minutes. If the Special Resolution is passed it will mean that the owners in OC 2 and OC 3 will only get the one levy notice and notice of meeting in the future.

15. INTEREST ON OUTSTANDING FUNDS

Resolved that Ross-Hunt Real Estate be authorised on behalf of the Owners Corporation to charge interest on money owing to the Owners Corporation at a rate not exceeding the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Such interest is to apply to both levies and normal contributions. The due dates for normal contributions are payable in advance commencing on 1/07/2024, 1/10/2024, 1/01/2025, 1/04/2025 and each subsequent year. Interest is to apply to contributions which are outstanding in excess of 30 days from the due date as set out. Levies are due and payable upon the date of issue. Interest will be charged on unpaid levies 30 days after this date. A late fee of \$20.00 will be issued if payment has not been received within this timeframe.

16. ATO REQUIREMENTS

Resolved as there is no assessable income, there is no income tax return to be lodged for the year.

17. BUDGET

Resolved that the budget as presented for \$84,495.00 was accepted. See attached budget sheet.

18. CONTRIBUTIONS

Resolved that the total Annual Contributions as per budget to be decreased to \$84,495.00 and to be payable on a Quarterly basis commencing 1/07/2024, 1/10/2024, 1/01/2025, 1/04/2025 in accordance with unit liability.

19. MANAGEMENT

Resolved in accordance with the Owners Corporation Act 2006 a management form in the approved format was presented to the meeting and it was agreed to delegate the Owners Corporation authority to Aaron Smith and Roger Beu to sign the contract appointing Ross-Hunt Real Estate for a period of 12 months.

20. NEXT MEETING

Resolved that the next Annual General Meeting is to be held online on Thursday, 6 February 2025 commencing at 18:00.

Please note, this is a provisional date. Confirmation will be provided approximately 3 weeks prior to the date of the meeting.

"Closing comment: There being no further comments, the chairperson declared the meeting closed at 18:27 on 16-05-2024."

INFORMATION ONLY

Part 4 - Meetings and Decisions of Owners Corporation

78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation -
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

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

- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

IMPORTANT ADVICE TO OWNERS

(ADDENDUM TO MINUTES OF THE ANNUAL GENERAL MEETING)

1. After Hours Owners Corporation Emergency Assistance:

Assistance for after-hours emergencies can be reached on our main office number (03) 9830 4044. Owners are to accept responsibility for charge(s) if emergency is a unit owner responsibility and not that of the Owners Corporation.

Note: This number is for assistance in emergencies only.

2. Insurance:

All owners should take note that their **Owners Corporation insurance does not cover such items as carpets, window coverings and light fittings within their units. Public liability cover within the units is also excluded.**

Owners are requested to direct all enquiries regarding claims on the Owners Corporation Insurance policy to their Owners Corporation Manager. Note a Police Report must be obtained by a member of the Owners Corporation for all insurance claims due to burglary or malicious damage.

All residents are reminded that they should have adequate contents insurance and/or Landlords Fixtures and Fittings Insurance which should include Public Liability cover.

Members are also advised that should they require Residential Landlords Fixtures and Fittings insurance they can contact B.J.S. Body Corporate Insurance Brokers Pty Ltd on Toll Free Number 1800 003 077 for assistance.

Insurance Claims

Ross-Hunt Real Estate will lodge claims on your behalf. Ross-Hunt is unable to influence the outcome or performance of contractors appointed by the insurer.

3. Ownership or address changes:

Owners are advised that all changes of ownership, name or address must be given to Ross-Hunt Real Estate in writing, and the address must be a property address and not a post office box. Contact details can be updated by reply email or by using the online form at

<https://www.rosshuntownerscorporation.com.au/update-details>

or simply fill in the attached form and post back to us. Please remember to include the owners corporation property's address as a reference.

4. Safety:

The members of the Owners Corporation are requested to ensure that they advise the Manager Agent in writing immediately of any safety and or danger concerns of whatever nature in relation to the building or the common property.



Sales



Auctioneers



Buyers Advocacy



Rentals



Owners Corporation

**Approved Budget
to apply from 01/12/2023 -
30/11/2024**

Date : 21/05/2024
Time : 17:49
Username : Trent O'Reilly
Client Position : Strata Manager

**The Owners Corporation 720338V ABN: 34643976805 254 Bell Street, HEIDELBERG HEIGHTS
VIC 3081**

Administrative Fund

Approved Budget

Revenue

143000	Levies Due--Admin	84,495.00
142500	Interest on Arrears--Admin	0.00
	Total revenue	84,495.00

Less expenses

150050	Admin--Accounting--Taxation Services	495.00
150100	Admin--Administration Fee	2,937.00
154000	Admin--Management Fees	7,900.00
159100	Insurance--Premiums	16,325.00
159500	Insurance--Valuation	1,342.00
163020	Maint Bldg--Cleaning--Carpet	404.00
164600	Maint Bldg--Doors & Windows	666.00
165000	Maint Bldg--Electrical	900.00
165705	Maint Bldg--Essential Services & Fire Protection	8,800.00
166600	Maint Bldg--Garage Door	900.00
167200	Maint Bldg--General Repairs	3,080.00
170210	Maint Bldg--Lift--Maintenance Contract	5,700.00
170250	Maint Bldg--Lift--Sim Card - NBN Tech	225.00
171100	Maint Bldg--Plumbing & Drainage	990.00
171120	Maint Bldg--Plumbing--Backflow Prevention Services	395.00
176410	Maint Grounds--Caretaking	15,600.00
190200	Utility--Electricity	4,100.00
190800	Utility--Rubbish Removal	10,400.00
191600	Utility--Water & Sewerage	4,000.00
	Total expenses	85,159.00

Surplus/Deficit

Opening balance 89,773.57

Closing balance

Total units of Liability	3,814.00
Levy contribution per unit Liability	\$22.15
Budgeted standard levy revenue	84,495.00
Add GST	0.00
Amount to raise in levies including GST	\$84,495.00

Sinking Fund

Approved Budget

Revenue

242500	Interest on Arrears--Capital Works		0.00
		Total revenue	0.00

Less expenses

		Total expenses	0.00
--	--	----------------	------

Surplus/Deficit

Opening balance			0.00
-----------------	--	--	------

Closing balance

Total units of Liability			3,814.00
Levy contribution per unit Liability			\$0.00

Budgeted standard levy revenue			0.00
--------------------------------	--	--	------

Add GST			0.00
---------	--	--	------

Amount to raise in levies including GST			\$0.00
---	--	--	--------

INFORMATION ONLY

Income & Expenditure Statement for the financial year to 30/11/2023

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

Administrative Fund

Current period

01/12/2022-30/11/2023

Revenue

Contributions Due--Admin	86,075.65
Grants Revenue--Admin	373,467.79
Interest on Arrears--Admin	2,014.36
Levies Due (Special)--Admin	441,394.80
Recovery--Legal Fees	1,845.76
Recovery--Owner	66.36
<i>Total revenue</i>	904,864.72

Less expenses

Admin--Accounting	640.00
Admin--Administration Fee	2,670.00
Admin--Interest Refund	73.61
Admin--Legal & Debt Collection Fees	1,895.14
Admin--Management Fees	7,110.00
Insurance--Premiums	17,884.92
Maint Bldg--Car Stacker	7,575.00
Maint Bldg--Caretaking	13,100.00
Maint Bldg--Doors & Windows	604.80
Maint Bldg--Electrical	390.00
Maint Bldg--Essential Services & Fire	10,053.03
Maint Bldg--Garage Doors	291.00
Maint Bldg--General Repairs	17,028.86
Maint Bldg--Lift	9,914.82
Maint Bldg--Lift--Maintenance Contract	2,479.98
Maint Bldg--Lift--Telephone-- NBN Tech	204.00
Maint Bldg--Plumbing & Drainage	1,430.00
Maint Bldg--Plumbing--Backflow Prevention Services	338.00
Maint Bldg--R & M Cladding	373,467.79
Maint Bldg--R & M Cladding--Non-Grant Funding	304,813.16
Maint Bldg--Roof	21,837.64
Maint Grounds--Gates	522.73
Maint Grounds--Tree Lopping/Removal	1,200.00
Utility--Electricity / Public Lighting	3,062.86
Utility--Rubbish Removal	10,833.11
Utility--Water & Sewerage	3,618.20
<i>Total expenses</i>	813,038.65

Administrative Fund

Current period

01/12/2022-30/11/2023

Surplus/Deficit	<u>91,826.07</u>
Opening balance	829.89
Closing balance	<u><u>\$92,655.96</u></u>

INFORMATION ONLY

Maintenance Fund

Current period

01/12/2022-30/11/2023

Revenue

Total revenue 0.00

Less expenses

Total expenses 0.00

Surplus/Deficit

Opening balance 0.00

Closing balance

\$0.00

INFORMATION ONLY

Balance Sheet

As at 30/11/2023

Owners Corporation 720338V

254 Bell Street, HEIDELBERG HEIGHTS VIC 3081

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	91,826.07
Owners Equity--Admin	829.89
	92,655.96
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	\$92,655.96
Represented by:	
Assets	
Cash at Bank	61,804.53
Receivable--Levies	13,250.25
Receivable--Levies (Special)	24,918.33
Receivable--Other--Admin	1,474.44
Receivable--Owners	2,030.34
Total assets	103,477.89
Less liabilities	
Accrued Expenses--Admin	160.00
Creditor--GST	(17,010.34)
Creditors--Other	21,307.00
Loans Unsecured--Admin	5,500.00
Prepaid Levies	865.27
Total liabilities	10,821.93
Net assets	\$92,655.96

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporation Regulations 2007

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.



Ross-Hunt
real estate

Model Rules for an Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.
7. The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and /or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Owners Corporation Notification of Making Rules

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27/09/2016 \$46.30 OCR



Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by

Name: SBA Law

Phone: 01 9617 7000

Address: 13/607 Bourke Street, Melbourne Vic 3000

Reference: JAH: VS: 130250

Customer Code: 1539s

Applicant: *(full name and address including postcode)*

Bestobell Development Pty Ltd of 46-50 Keon Park Drive, Thomastown Vic 3074

Plan No.: PS720338V

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 27/9/2016

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Victoria Jane Sivinski
Level 13, 607 Bourke St, Melbourne
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

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OC5

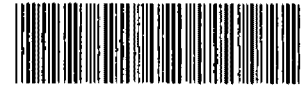
Page 1 of 1

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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Rules of Owners Corporation 1

Plan PS 720338V

Introduction

These rules are binding on:

- the Owners Corporation;
- the owners of lots affected by the Owners Corporation; and
- the tenants or other occupiers of lots affected by the Owners Corporation.

These rules are effective when registered by the Registrar of Titles and until replaced by an alternate set of rules registered by the Registrar of Titles.

Table of Contents

1. GENERAL	2
2. WHO IS BOUND BY THESE RULES	4
3. COMMON PROPERTY	4
4. LOTS	7
5. OWNER AND OCCUPIER ADDRESSES	8
6. ACCESS TO LOTS	8
7. BEHAVIOUR	9
8. VEHICLES AND PARKING	9
9. PETS AND ANIMALS	10
10. HEALTH, SAFETY AND SECURITY	10
11. EASEMENTS	12
12. GENERAL APPROVAL	13
13. WORKS APPROVAL	13
14. COSTS	15
15. MANAGER'S AND COMMITTEE'S DUTIES	16
16. COMPLIANCE WITH LAWS	16
17. INSURANCE	16
18. DISPUTE RESOLUTION	17
19. EXPERT DETERMINATIONS	18
20. APPLICATION OF MONEYS RECEIVED	20
21. DEVELOPER'S RIGHTS	20
22. SPECIAL SIGN RIGHTS	21
23. DEFAULT INTEREST	21
24. PROXIES AND COMMITTEE MEMBERS	22

Rules of Owners Corporation 1 Plan No. PS 720338V

1. General

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Definitions

1.1 In these rules:

- (a) **"Act"** means the Owners Corporation Act 2006.
- (b) **"Australian Institute"** means the Australian Property Institute (Inc) Victorian Division.
- (c) **"Building"** means the building or buildings constructed and/or being constructed on the Land and any part of the Land, and includes any fit-out in those buildings.
- (d) **"Common Property"** means the common property on the Plan that is affected by the Owners Corporation and includes all plant and equipment and all personal property owned by the Owners Corporation.
- (e) **"Expert"** means a person appointed under the Expert Determination Rules to resolve a dispute between the parties.
- (f) **"Expert Determination Rules"** means the rules for the Expert Determination of Commercial Disputes issued by the Institute of Arbitrators & Mediators, Australia as at 22 November 2001.
- (g) **"General Approval"** means an approval given by the Owners Corporation in writing pursuant to Rule 12.
- (h) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (i) **"In respect of"** must be construed so as to have the widest possible import whether or not any direct relationship or connection exists and, without limitation, the expression includes the words or expressions "arising or to arise out of", "flowing or to flow from", "in connection with", "related to", "concerning", "about", "on", "as a result of", "touching or concerning" and any similar expressions connoting any direct or indirect linkage or nexus.
- (j) **"Land"** means the whole of the land described in the Plan that is affected by the Owners Corporation and every part of that land.
- (k) **"Lot"** means a lot created by the Plan and which lot is affected by the Owners Corporation.
- (l) **"Manager"** means the person for the time being appointed by or on behalf of the Owners Corporation as the manager of the Owners Corporation.
- (m) **"Occupier"** means a person who occupies any part of the Land.
- (n) **"Owner"** means the legal or beneficial owner of any part of the Land and includes a member of the Owners Corporation.
- (o) **"Owners Corporation"** means Owners Corporation 1 created by the Plan.
- (p) **"Plan"** means Plan of Subdivision N^o 1 PS 706402U..

Rules of Owners Corporation 1 Plan No. PS 720338V

- (q) **"Regulations"** means the Owners Corporation Regulations 2007.
- (r) **"Security Device"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property.
- (s) **"Vehicle"** includes a vehicle of any type and a motor cycle.
- (t) **"Works Approval"** means an approval or consent given by the Owners Corporation in writing pursuant to Rule 13.

1.2 Interpretation

In these rules unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include all other genders and vice versa;
- (c) expressions importing a natural person include a corporation and vice versa;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) headings used in these rules are for ease of reference only and do not affect the meaning or interpretation of any rule;
- (f) *includes, including* and similar expressions are not intended to operate as words of limitation or imply any limitation;
- (g) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (h) 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;
- (i) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (j) these rules will so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect, but if any rule on its true interpretation is illegal, invalid or unenforceable, that provision will so far as possible be read down to such extent as may be necessary to make sure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such Rule or part of it cannot be so read down that provision or part will be deemed to be void and severable and the remaining rules will not in any way be affected or impaired;
- (k) if there is any inconsistency or conflict between these rules and a contract appointing the Manager, the contract of appointment takes precedence;

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Rules of Owners Corporation 1 Plan No. PS 720338V

- (l) no rule of construction applies to the disadvantage of a party because that party voted in favour of or was responsible for the preparation of these rules;
- (m) a waiver by the Owners Corporation or the Manager of any rule or any rights arising under these rules is not effective unless that waiver is in writing and is signed by the party granting the waiver;
- (n) a reference to Owners Corporation includes any elected committee of the Owners Corporation; and
- (o) a reference to a thing includes part of that thing and vice versa.

2. Who is Bound by these Rules

- 2.1 The Owners Corporation, Owners and Occupiers must comply with these rules.
- 2.2 An Owner must make sure that an Occupier of its Lot complies with these rules.
- 2.3 Owners must give a copy of these rules to all Occupiers of their Lots and must make it a term of any written agreement governing that occupation that the Occupiers must comply with these rules.
- 2.4 Owners and Occupiers must make sure that their invitees and agents comply with these rules and if those invitees do not do so, the Owners and Occupiers must take all reasonable steps to make sure that those invitees leave the Land.

3. Common Property

3.1 Use of Common Property

An Owner and an Occupier must not without first obtaining a General Approval:

- (a) obstruct the lawful use and enjoyment of the Common Property of any other person entitled to use the Common Property;
- (b) use for his, her or its own purposes any portion of the Common Property;
- (c) use any part of the Common Property for a purpose other than the purpose for which it has been provided for or for which it is properly available or which purpose is designated by the Owners Corporation;
- (d) obstruct any light or other means of illumination of the Common Property;
- (e) leave any item of property (including, without limitation, pallets) on the Common Property;
- (f) enter any part of the Common Property which the Owners Corporation has designated under Rule 3.4 the Owner or Occupier is restricted from entering;
- (g) hold or cause to be held any auction sale on any part of the Common Property;
- (h) play ball games or similar on any part of the Common Property or, allow a child under 12 years old, 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;

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Rules of Owners Corporation 1 Plan No. PS 720338V

- (i) use on the Common Property any skateboards, roller skates, roller blades or similar;
- (j) dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property;
- (k) consume alcohol on or use glassware or crockery on the Common Property;
- (l) operate any barbeque or similar cooking appliance on the Common Property other than in an area specifically designated for that purpose;
- (m) remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must only use those articles for their intended use;
- (n) leave a bicycle on the Common Property other than in a space designated from time to time by the Owners Corporation for that purpose. A bicycle left on Common Property will be left here at the risk of the Owner or Occupier; or
- (o) use any part of the Common Property in respect of which exclusive use and enjoyment rights have been given or granted by the Owners Corporation to a third party.
- (p) When moving into the property, the owner or occupier must follow the move in guidelines set by the Owners Corporation;

3.2 Carry out Works or Modifications:

An Owner and an Occupier must not without first obtaining a Works Approval:

- (a) interfere with, alter or modify any Common Property or any of the common services in the Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or the Building or other Lots; or
- (b) mark, paint or otherwise damage deface or alter the Common Property.

3.3 Notification of Defects and Accidents

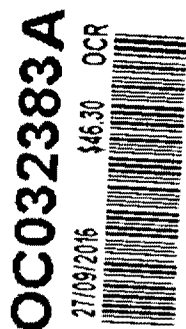
An Owner and an Occupier must promptly notify the Owners Corporation in writing of:

- (a) any accident on the Common Property; and
- (b) any damage to, or defect in, the Common Property or the Building,

which comes to their attention.

3.4 Restricted Use of Common Property

In the interests of the security and safety of the Common Property and the Lots and in the interests of the safety of any person from fire or other hazards, the Owners Corporation may take any measures it regards as appropriate including:



Rules of Owners Corporation 1 Plan No. PS 720338V

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

3.5 Security Devices

- (a) An Owner and an Occupier must not duplicate or reproduce any Security Device issued by the Owners Corporation for the Common Property without first obtaining a General Approval.
- (b) An Owner or an Occupier must promptly give the Owners Corporation written notice if a Security Device becomes lost or stolen.
- (c) An Owner or an Occupier must pay to the Owners Corporation any reasonable fee it requires:
 - (i) to provide additional Security Devices; or
 - (ii) to replace any lost or damaged Security Device.

3.6 Risk

An Owner and an Occupier who uses a gym, swimming pool, barbeque or other similar Common Property areas and equipment in those areas will do so at the risk of the Owner or Occupier.

3.7 Lifts

An Owner and an Occupier:

- (a) must not misuse, abuse or damage any lift forming part of the Common Property;
- (b) must not hold open lift doors or prevent them from closing except for the immediate safety of passengers or prospective passengers without first obtaining a General Approval; and
- (c) must not move furniture and other heavy or bulky articles in a lift except in accordance with a General Approval.

4. Lots

4.1 Keep Clean and Repaired

An Owner and an Occupier must keep his, her or its Lot clean and in good repair and condition including any window blinds, awnings and other things visible from outside

OC032383A

27/09/2016 \$46.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

the Lot and which an Owner or Occupier may be permitted at anytime to keep or install on a Lot.

4.2 Appearance and Interference

An Owner and an Occupier must not without first obtaining a General Approval:

- (a) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building;
- (b) operate on a Lot any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property or another Lot; and
- (c) place any washing, towel or other article on the Common Property or on a Lot so as to be visible from the Common Property or from outside the Building.

4.3 Works or Modifications

An Owner and an Occupier must not without first obtaining a Works Approval:

- (a) make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
- (b) attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit or other thing;
- (c) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation;
- (d) paint, finish or otherwise alter the external façade of the Building;
- (e) change the colour or tint of any window in a Lot;
- (f) make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property;
- (g) install on the exterior of a Lot any safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects.

4.4 Commercial Use of Lots

An Owner and an Occupier must not use a Lot for any trade or business unless:

- (a) the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- (b) all requirements in respect of the trade or business stipulated by any Governmental Agency from time to time are complied with; and
- (c) the trade or business can be carried on, and is carried on, without causing nuisance to other Owners or Occupiers.

4.5 Signs

An Owner and an Occupier must not display any sign (including For Lease or For Sale signs) on any part of the Common Property or on any Lot when it may be visible from outside that Lot without first obtaining a General Approval.

OC032383A

27/09/2016 14:46:30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

4.6 Blinds and Curtains

An Owner and an Occupier must not install any curtains or blinds in a Lot which are visible from outside the Lot unless those parts visible from outside the Lot are of a colour designated by the Owners Corporation.

4.7 Balconies and Terraces

An Owner and an Occupier:

- (a) must not place any bicycles, clothes, air conditioning apparatus, awnings, sunblinds, kennels, cupboards, shelving or any other similar thing on any balcony or terrace where they can be seen from outside the balcony or terrace;
- (b) must not allow plants on any balcony or terrace to become overgrown or unsightly or allow any water used in watering those plants to run off onto the Common Property or other lots; and
- (c) must make sure that anything placed on a balcony or terrace is secure and will not be removed by wind.

5. Owner and Occupier Addresses

5.1 An Owner and an Occupier must promptly (and no later than 14 days after becoming an Owner or Occupier) give details in writing to the Owners Corporation of:

- (a) the Owner's and the Occupier's residential address, mailing address in Australia, telephone number, facsimile and email address;
- (b) the contact details of an officer of the company in Australia who is authorised to make decisions on behalf of the company if the Owner or Occupier is a company; and
- (c) any changes to the information supplied or required to be supplied under this rule.

5.2 If contact details have not been provided to the Owners Corporation in accordance with rule 5.1, the Owners Corporation can serve notices on the Owner and/or the Occupier:

- (a) by posting the notice to the last known address of the Owner or the Occupier in Australia; and
- (b) in the manner VCAT determines where an address is not known or if any notice is returned unclaimed to the Owners Corporation.

6. Access to Lots

6.1 Except in the case of an emergency (in which case no notice will be required) on seven (7) days notice in writing given to the Owner and to the Occupier (if the Owner is not the Occupier), the Owners Corporation or its employees, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installations or other equipment in it and to trace and repair any leakage or defect in those installations or equipment: (at the expense of the Owner or Occupier

OC032383A

27/09/2016 14:30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

in cases where the leakage or defect is due to any act or default of the Owner or Occupier).

- 6.2 The Owners Corporation in exercising powers under this rule, must make sure that its employees, agents and contractors cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.
- 6.3 This rule does not otherwise limit the Owners Corporation's power under the Act to authorise a person to enter a Lot on its behalf to carry out repairs, maintenance or other works.

7. Behaviour

7.1 An Owner and an Occupier must not:

- (a) behave in a manner by creation of noise or otherwise likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property or other Lots;
- (b) do anything on a Lot or on the Common Property which is illegal or which may injure the reputation of the Building or the Land;
- (c) when on Common Property, or on any part of a Lot so as to be visible or audible to any person outside that Lot, use language or behave in a manner likely to cause offence or embarrassment to or diminish the reputation of the Land or the Owner's Corporation; and
- (d) smoke in any stairwells, lifts, foyers, car park areas, loading docks or areas set aside for plant and storage within the Common Property, or the other parts of the Common Property except in those areas that the Owners Corporation may designate from time to time as being smoking areas.

8. Vehicles and Parking

8.1 Owners' and Occupiers' Vehicles

An Owner and an Occupier must not, except in the case of an emergency, park or leave a Vehicle:

- (a) in a parking space on Common Property allocated for use by the Owner or Occupier of another Lot or a visitor to any Lot; or
- (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property; or
- (c) in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation.

8.2 Use of Parking Spaces

An Owner and an Occupier must not:

- (a) permit a visitor to use any car parking space other than space allocated to that Owner and/or Occupier or designated by the Owners Corporation for use by visitors;

OC032383A

27/09/2016 14:30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

- (b) permit or allow a visitor to park or leave a Vehicle on Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
- (c) use any part of a Lot designated or designed to be used as a car parking space for any purpose other than parking of a Vehicle; and
- (d) wash any Vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation.

8.3 Unroadworthy Vehicles

An Owner or Occupier must not cause or allow an unroadworthy Vehicle to be parked or kept at anytime on a Lot or Common Property.

9. Pets and Animals

- 9.1 The Owners Corporation may give notice to the Owner or Occupier responsible for an animal to remove it from a Lot or the Common Property (or both) if the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to any person.
- 9.2 The Owner or Occupier must immediately remove the animal from a Lot or the Common Property if the Owner or Occupier receives notice from the Owners Corporation to do so.
- 9.3 Rules 9.1 and 9.2 do not apply to an animal that assists a person with an impairment or disability.
- 9.4 An Owner and an Occupier must make sure that any animal that they own or have the care of:
 - (a) does not urinate or defecate on the Common Property, including internal court yards, and must immediately clean up any mess caused by the animal; and
 - (b) is restrained while on the Common Property so that the animal cannot pose a risk to the safety of any person.
- 9.5 An Owner and an Occupier must not feed any animal, bird or fish at anytime on the Common Property.

10. Health, Safety and Security

10.1 General Obligations

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

10.2 Storage of flammable liquids and other dangerous substances and materials

An Owner and an Occupier must not use or store on the Land any flammable chemical, liquid or gas or other flammable material without first obtaining a General Approval except:

- (a) chemicals, liquids, gases or other materials:

OC032383A

27/09/2016 14:30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

- (i) used or intended to be used for domestic purposes; or
- (ii) in a fuel tank of a Vehicle; or
- (iii) of a type and in a quantity consistent with the use of the Lot as permitted under any law including planning laws.

10.3 Waste disposal

An Owner and an Occupier must:

- (a) make sure that the disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose; and
- (c) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
 - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
 - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
 - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the written approval of the Owners Corporation, been established on a Lot;
 - (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - (v) all recyclable items, (without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation) must be stored in the area designated for those items by the Owners Corporation; and
 - (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area.

10.4 Infectious Diseases

An Owner and an Occupier must give, or cause to be given, to the Owners Corporation particulars of any infectious disease occurring on the Land that an Owner or Occupier becomes aware of and which may require notification by virtue of any statute, regulation or ordinance affecting any person on the Land and any other information the Owners Corporation may require to be given in that regard.

OC032383A

27/09/2016 \$46.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

10.5 General Security

An Owner or Occupier must not cause or allow anything to be done which may compromise the security of the Common Property including:

- (a) interfering in any way with locks or security systems;
- (b) propping open security or fire doors, lifts or similar without first obtaining a General Approval.

10.6 Disrupt Tradesmen or Contractors

An Owner or Occupier must not:

- (a) prevent or hinder any tradesman or contractor engaged by the Owners Corporation from carrying out his work; or
- (b) direct any tradesman or contractor engaged by the Owners Corporation in the manner in which he is to carry out his work; and
- (c) inhibit or prevent any window cleaners engaged by the Owners Corporation from having access through a Lot or otherwise to any window forming part of Common Property for the purpose of cleaning and maintaining those windows.

10.7 Mail

An Owner or Occupier must clear every day the relevant mailbox and when away must make sure that the relevant mailbox is cleared daily.

11. Easements

Each Owner and Occupier who claims to be entitled to the benefit of an implied easement over a Lot (the "**Burdened Lot**") or the Common Property (the "**Claimed Easement**") must:

- 11.1 provide the Owners Corporation or the Owner or Occupier of the Burdened Lot with any information that the Owner or Occupier of the Burdened Lot or the Owners Corporation requires with respect to the Claimed Easement, including expert reports or opinions as may be necessary to satisfy the Owners Corporation or the Owner or Occupier of the Burdened Lot that the Owner or Occupier is entitled to the benefit of the Claimed Easement; and
- 11.2 indemnify the Owners Corporation and the Owner and the Occupier of the Burdened Lot for any loss, damage or reasonable expenses incurred with respect to:
 - (a) evaluating whether the Owner and the Occupier are entitled to the benefit of the Claimed Easement; and
 - (b) anything done by the Owner and the Occupier with respect to the Claimed Easement, including, without limitation any works carried out on or near the Common Property or the Burdened Lot; and
- 11.3 obtain a Works Approval for any works that the Owner or Occupier proposes to carry out on land or space affected by the Claimed Easement before those works are carried out.

OC032383A

27/09/2016 \$46.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

12. General Approval

- 12.1** The Owners Corporation may under this rule approve any act, conduct or thing that requires its approval other than an act, conduct or thing that requires a Works Approval.
- 12.2** A request by an Owner or Occupier for approval pursuant to this rule must be made in writing.
- 12.3** A General Approval will not be regarded as given unless:
- (a) it is set out in writing;
 - (b) it expressly states that it is a General Approval given under this rule; and
 - (c) it expressly sets out the act, conduct or thing that it relates to.
- 12.4** The Owners Corporation or the Manager may:
- (a) require the Owner or Occupier to provide the Owner's Corporation with further information that the Owners Corporation or the Manager considers reasonably necessary;
 - (b) before or after considering the request or giving its approval, require that the Owner or Occupier pay the Owners Corporation's and/or the Manager's fees in accordance with Rule 14;
 - (c) give its written approval;
 - (d) state a period for which the approval is granted; and
 - (e) specify the conditions to which the approval is subject.
- 12.5** In carrying out any activity pursuant to a General Approval, an Owner or Occupier must cause as little inconvenience as is reasonably possible in the circumstances to other Owners or Occupiers or others lawfully using the Common Property.

13. Works Approval

- 13.1** The Owners Corporation may under this rule approve any works that require its approval.
- 13.2** A Works Approval will not be regarded as given unless:
- (a) it is set out in writing;
 - (b) it expressly states that it is a Works Approval given under this rule; and
 - (c) it expressly describes the works to which it applies.
- 13.3** A request by an Owner or Occupier for approval pursuant to this rule must be made in writing and include:
- (a) copies of full plans, specifications and engineering computations relating to the proposed works;
 - (b) copies of all planning and building permits required by law to be held in respect of those works;

OC032383A

27/09/2016 \$46.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

- (c) details of the builders or other contractors or tradesmen who an Owner or Occupier proposes are to carry out the relevant works;
 - (d) a dilapidation survey of all the neighbouring Lots and Common Property if applicable; and
 - (e) all other information or materials reasonably required by the Owners Corporation.
- 13.4** The Owners Corporation may advise in writing that it does not require some or all of the information specified in Rule 13.3 to be provided.
- 13.5** The Owners Corporation or the Manager may:
- (a) require the Owner or Occupier to provide the Owners Corporation with further information that the Owners Corporations or the Manager considers reasonably necessary;
 - (b) before or after considering the request or giving its approval, require that the Owner or Occupier pay the Owners Corporations and/or the Manager's fees and costs in accordance with Rule 14.
 - (c) require that an Owner or an Occupier provide proof that contractors all risks insurances or other form of insurances for the benefit of an Owner, an Occupier or the Owners Corporation or all or any of them in a form and with an insurer approved by the Owners Corporation has been taken out in respect of the relevant works or a risk associated with those works;
 - (d) state a period for which the approval is granted; and
 - (e) specify the conditions to which the approval is subject.
- 13.6** In connection with works approved under this rule an Owner and an Occupier must:
- (a) carry out those works strictly in accordance with the requirements of all applicable laws;
 - (b) complete the works promptly once they have been started;
 - (c) carry out the works in a proper tradesman like manner;
 - (d) carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
 - (e) provide copies to the Owners Corporation of any insurance policies that the Owner or Occupier must take out; and
 - (f) pay the reasonable costs incurred by the Owners Corporation in assessing and giving an approval under this rule.
- 13.7** An Owner and an Occupier must at all times make sure that approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Owners or Occupiers or others lawfully using Common Property.

OC032383A

27/09/2016 146.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

13.8 Without limiting the generality of the foregoing, the Owner and/or the Occupier must make sure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:

- (a) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
- (b) the Common Property must at all times be maintained in a clean tidy and safe state;
- (c) construction vehicles and construction workers' vehicles must not be brought into, or parked on, the Common Property;
- (d) hammer drills or jack hammers or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 4:00 pm to 9:00 am on weekdays;
- (e) appropriate barriers or hoardings must be erected around the works site for the safety of Owners and Occupiers and visitors to the Building.

13.9 An Owner and an Occupier must, on completion of works referred to in this rule promptly give to the Owners Corporation:

- (a) copies of all occupancy permits, certificates of final inspection or similar issued or which should be issued in respect of those works in accordance with any law; and
- (b) one set of as built plans in respect of those works.

14. Costs

14.1 An Owner or an Occupier must pay to the Manager or the Owners Corporation, on demand:

- (a) any loss, damage, cost or expense incurred by the Manager and the Owners Corporation (including legal costs on a solicitor-client basis); and
- (b) the Manager's and the Owners Corporation's reasonable fees; and
- (c) a reasonable estimate of the costs that the Owners Corporation or the Manager may incur or fees the Manager and Owners Corporation may charge the Owner or Occupier on account of those fees or costs,

in respect of:

- (i) any request made by the Owner or Occupier for the Owners Corporation to give an approval;
- (ii) a breach by the Owner or Occupier of the Act, the Regulations or the rules;
- (iii) any damage caused by the Owner or Occupier or their invitees to the Common Property; or
- (iv) the Owner or Occupier failing to pay, when due, any amount payable to the Owners Corporation.

14.2 The Owners Corporation and the Manager may only waive their right to demand payment of an amount payable under this rule if the Owners Corporation or the

OC032383A

27/09/2016 14:30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

Manager (as the case may be) expressly states in writing that the amount is not and will not be payable.

15. Manager's and Committee's Duties

An Owner and an Occupier must not interfere with, obstruct or hinder the Manager or its employees, agents or contractors or any committee or sub-committee appointed by the Owners Corporation in the performance of their duties.

16. Compliance with Laws

16.1 General

An Owner and an Occupier must at his, her or its expense promptly comply with all laws relating to a Lot including any requirements, notices and orders of any Governmental Agency.

16.2 Use of Appurtenances attached to pipes

Water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances must not be deposited in them. Any costs or expenses resulting from any damage or blockage must be borne by the Owner or the Occupier causing the damage or blockage.

16.3 Fire Control

An Owner and an Occupier must:

- (a) not obstruct any fire stairs or fire escape;
- (b) make sure he, she or it complies with all statutory and other requirements relating to fire and fire safety in respect of his, her or its Lot;
- (c) make sure that all smoke detectors and other fire protection equipment and systems installed in his, her or its Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary; and
- (d) comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to a Lot for inspection and maintenance of, smoke detectors and other fire protection equipment and systems.

17. Insurance

17.1 Change of use of lots

An Owner and an Occupier must notify the Owners Corporation in writing if the existing use of a Lot is changed in a way that may affect any insurance premiums payable by the Owners Corporation.

17.2 Insurance Premiums

An Owner and an Occupier must not, without General Approval, do or permit anything to be done which may invalidate, suspend or increase the premium for any



Rules of Owners Corporation 1 Plan No. PS 720338V

insurance policy effected by the Owners Corporation.

17.3 Payment of Increased Premiums

An Owner and an Occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier of a Lot or because of anything done by the Owner or Occupier.

17.4 Discretion to make a claim

- (a) The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- (b) The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation:
 - (i) written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim; and
 - (ii) indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.



18. Dispute Resolution

18.1 The grievance procedure set out in this rule applies to disputes between the Owners Corporation, an Owner or an Occupier.

18.2 The party making the complaint (the "Complainant") must give other parties to the dispute a written statement setting out:

- (a) details of the complaint including a summary of relevant facts and events;
- (b) copies of every document in the Complainant's possession relevant to the complaint;
- (c) details of any rules or provision of the Act that the Complainant alleges have been breached;
- (d) a summary of the action or relief that the Complainant seeks.

18.3 The Complainant must prepare the written statement in a form approved by the Owners Corporation for the purposes of this rule if the Owners Corporation has approved a form for that purpose.

18.4 The grievance committee (if any) of the Owners Corporation must be notified of the dispute by the Complainant.

18.5 The Owners Corporation must be notified of the dispute by the Complainant if there is no grievance committee, regardless of whether the Owners Corporation is an immediate party to the dispute or not.

18.6 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.

Rules of Owners Corporation 1 Plan No. PS 720338V

- 18.7 A party to the dispute may appoint a person (including a lawyer) to act or appear on behalf of that party at the meeting.
- 18.8 The grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act if the dispute is not resolved.
- 18.9 The process set out in this rule is separate from and does not limit any further action under Part 10 of the Act.
- 18.10 Rule 6 of the Model Rules set out in Schedule 1 of the Regulations does not apply.

19. Expert Determinations

19.1 Before taking any action (including action in any Court or Tribunal) or making any complaint in respect of any difference or dispute arising between an Owner or Occupier or the Owners Corporation on the one hand and the Manager on the other hand, the Owner, Occupier or the Owners Corporation must:

- (a) give to the Manager a written statement setting out:
- (i) details of the complaint including a summary of relevant facts and events;
 - (ii) copies of every document in the Owners Corporations, Owner's or Occupier's possession relevant to the difference or dispute;
 - (iii) details of any rule or provision of the Act that the Complainant alleges has been breached; and
 - (iv) a summary of the action or relief that the Complainant seeks.
- (b) endeavour in good faith to take part in mediation to resolve the dispute if any of the parties calls for mediation of the dispute at any time before the appointment of an Expert under this rule.

19.2 Either party may:

- (a) give written notice that the dispute be resolved by an independent expert in the area of the subject matter of the dispute acceptable to the parties if the disputing parties are unable to resolve the dispute by mediation or otherwise; and
- (b) request the President of the Australian Institute to appoint an Expert under the Expert Determination Rules if within twenty eight days of the date the notice of dispute is given under this rule the parties to the dispute do not agree on an independent expert to be appointed.

19.3 **The Expert:**

The Expert:

- (a) is to conduct the dispute resolution process according to the principles and procedures set out in the Expert Determination Rules;
- (b) will not be an arbitrator;



Rules of Owners Corporation 1 Plan No. PS 720338V

- (c) may engage a consultant to advise him and the cost of the consultant will form part of the Expert's costs;
 - (d) may take into consideration all documents, information and other written and oral material that the parties to the dispute place before him including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute;
 - (e) must disclose all information and documents received from any party to the dispute to the other parties to the dispute;
 - (f) may arrange for a conference between the parties to the dispute to hear oral representations if the Expert deems it necessary;
 - (g) is not bound by the rules of evidence and may receive any information in a manner that the Expert thinks fit;
 - (h) may not be expected or required to obtain or refer to any other documents, information or material but may do so if he or she decides;
 - (i) must act with expedition with a view to reaching a decision as soon as possible;
 - (j) must determine, if appropriate, that one or more parties to the dispute must pay all or a specific proportion of the Expert's costs and fees and those of any consultant that the Expert appoints; and
 - (k) must provide written reasons for his or her determination.
- 19.4** The determination of the Expert on the basis of information received from the parties to the dispute and the Expert's own expertise will be:
- (a) binding on the parties to the dispute; and
 - (b) final and conclusive.
- 19.5** Parties may be represented by lawyers in their communications with each other or with the Expert in respect of a dispute subject to this rule.
- 19.6** This clause does not prejudice any other right or action that the Manager may take when a dispute or a difference arises between the Manager on the one hand and the Owners Corporation or an Owner or Occupier.
- 19.7** Subject to this rule the costs of the Expert, any consultant appointed by the Expert and the dispute resolution process are to be shared by each of the parties to the dispute.
- 19.8** The costs and fees of the Expert and any consultant appointed by the Expert are to be paid in accordance with the Expert's determination if the Expert determines that:
- (a) one of the party's to the dispute behaved in a vexatious manner, caused unnecessary delay in resolving the dispute, attempted to deceive the other party or the Expert, or made a claim that has no reasonable basis in fact or law; or
 - (b) for any other appropriate reason one of the parties ought to pay a larger proportion, or all, of the costs and fees of the Expert and any consultant appointed by the Expert.
- 19.9** These rules prevail if the Expert Determination Rules conflict with any rule.

OC032383A

27/09/2016 146.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

19.10 This rule does not limit a party's right to apply to a court or tribunal of competent jurisdiction for urgent injunctive relief.

20. Application of Moneys Received

The Owners Corporation may apply moneys paid by an Owner or an Occupier to the Owners Corporation against any moneys owing to the Owners Corporation by an Owner or an Occupier in the order that the Owners Corporation in its sole discretion determines and despite any notice given by the Owner or the Occupier with any payment made.

21. Developer's Rights

21.1 Definitions

In this rule:

- (a) **"Developer"** means Bestobell Developments Pty Ltd
- (b) **"Developer's Mortgagee"** means any person or corporation who has taken from the Developer a mortgage or charge over any lot and each of the successor's in title to those persons or corporations.

21.2 Developer's Powers

Nothing in these rules will prevent or hinder the Developer from completing construction of improvements on the Land and nothing in these rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing and sale of other Lots or other property developed or to be developed by it;
- (b) place anywhere on the Common Property signs and other materials relating to sale of Lots or relating to the display Lot;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots; and
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction of improvements on the Land.

21.3 Developer's Obligations

In exercising its rights under this rule the Developer must use reasonable endeavours to cause the Owners and Occupiers as little inconvenience as reasonably possible in the circumstances.

21.4 Owners Corporation Obligations

The Owners Corporation must at the request and cost of the Developer do all things reasonably required by the Developer to facilitate efficient and economic completion of construction by the Developer of improvements on the Land and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must restrict Owners and Occupiers from having access to or use of parts of the Common

OC032383A

27/09/2016 \$46.30 OCR



Rules of Owners Corporation 1 Plan No. PS 720338V

Property when it is necessary to do so.

22. Special Sign Rights

OC032383A

27/09/2016 \$46.30 OCR



22.1 Definitions

In this rule:

- (a) **"Chief Executive Officer"** means the President of the Institute or other person carrying out the role of Chief Executive Officer of the Institute.
- (b) **"Institute"** means the Royal Australian Institute of Architects — Victorian Chapter or if that body ceases to exist then the body that serves substantially the same objects as that body.

22.2 Sign Rights Granted to Commercial Lots

- (a) An Owner or Occupier of a Commercial Lot may install on those parts of the Common Property that consist of the underside of the canopy or verandah attached to the Building and which extend over the footpath adjacent to the relevant Commercial Lot signs:
 - (i) which are of the nature usually displayed in connection with business of the nature carried on in the relevant Commercial Lot;
 - (ii) which are in keeping with the architectural style of the improvements making up the Common Property; or
 - (iii) which advertise that the relevant Commercial Lot or part of it is for lease.
- (b) Any question as to whether signs comply with this rule if not resolved by agreement are to be determined by an architect appointed by the Chief Executive of the Institute at the request of either the Owners Corporation or any Owner of any Commercial Lot.
- (c) The fees of that architect must be paid by the Owners Corporation and relevant Lot Owner in equal shares.
- (d) That architect's determination will be final and binding on the relevant Owner and the Owners Corporation.
- (e) That architect will be acting as an expert and not as an arbitrator when making a determination under this rule.

23. Default Interest

- 23.1 The Owners Corporation may charge an Owner interest on any amount payable by the Owner and outstanding to the Owners Corporation.
- 23.2 The interest rate to be charged is the prevailing rate set by the *Penalty Interest Rates Act 1983 (Vic)*.

Rules of Owners Corporation 1 Plan No. PS 720338V

24. Proxies and committee members

- 24.1 An Owner who is also a committee member can appoint a proxy to represent the Owner at committee meetings.
- 24.2 A committee member who is not an Owner cannot appoint a proxy for the purposes of committee meetings,
- 24.3 If a proxy-holder is not a member of the committee in his or her own right, the proxy-holder is not entitled to vote at committee meetings unless and until a majority of the committee consent to the proxy-holder voting at committee meetings.

OC032383A

27/09/2016 \$46.30 OCR



Client Reference: **72864406-023-4**

22/05/2024

Landata

C/- Landata.online@servictoria.com.au

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 51
Requests for information

Apartment 2, Level 3, 1 Eden Street HEIDELBERG HEIGHTS 3081

Reg 51 (1)

Details of any permit or certificate of final inspection issued in the preceding 10 years:

Permit number	Permit issue date	Description	Occupancy Permit/Final Certificate issue date
2316640485009	22/03/2023	Cladding Replacement	27/07/2023
20150215/2	19/05/2015	Multi Dwelling Development	03/10/2016

Details of any current notice or order issued by the relevant building surveyor under the Act: **Nil**

The above summary is an extract of Council records and does not guarantee the current status of the building. An inspection has not been specially conducted as a result of your enquiry, therefore answers are provided from information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

Yours faithfully



Danny Hick
Municipal Building Surveyor
Banyule City Council



FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT

Building Permit No. BS-U 38500/2316640485009 Issued 22 March 2023

Issued to

Agent of Owner: St Ferrer Building Contractors Pty Ltd
ACN / ARBN: 78 614 959 492
Postal Address: Level 3, 18 Woodruff Street Port Melbourne Postcode: 3207
Email:
Address for serving or giving of documents: Level 3, 18 Woodruff Street Port Melbourne Postcode: 3207
Contact Person: Mitchell Marino Telephone: 8593 7375

Ownership Details

Owner: Owners Corporation 1 Plan No. PS 720338V
ACN / ARBN: 34 643 976 805
Postal Address: 99-105 Union Road, Surrey Hills Postcode: 3127
Email: trento@rosshunt.com.au
Contact Person: Trent O'Reilly Telephone: -

Owner: Ann Gloria Cuxton
ACN / ARBN: Not applicable
Postal Address: Apartment 1 Ground Floor 1 Eden Street, Heidelberg Heights Postcode: 3081
Email: -
Contact Person: Ann Gloria Cuxton Telephone:

Owner: Catherine Mary Ireland
ACN / ARBN: Not applicable
Postal Address: 37 Darren Avenue, Bundoora Postcode: 3083
Email: -
Contact Person: Catherine Mary Ireland Telephone:

Owner: Elisa Borreca
ACN / ARBN: Not applicable
Postal Address: 6/1 Eden Street, Heidelberg Heights Postcode: 3081
Email: -
Contact Person: Elisa Borreca Telephone:

Owner: Cheng Xing
ACN / ARBN: Not applicable
Postal Address: 26/996 Hay Street, Perth Postcode: 6000

Email: -
Contact Person: Cheng Xing Telephone:

Owner: Shang Yar Loi
ACN / ARBN: Not applicable
Postal Address: 1/48 Dresden Street, Heidelberg Heights Postcode: 3081
Email: -
Contact Person: Shang Yar Loi Telephone:

Owner: Ian R. Floyd & Son Pty Ltd
ACN / ARBN: 32 007 201 149
Postal Address: 21 Rae Street, Templestowe Lower Postcode: 3107
Email: -
Contact Person: Telephone:

Owner: Cassandra Selvaggio
ACN / ARBN: Not applicable
Postal Address: 4 Meridian Drive, South Morang Postcode: 3752
Email: -
Contact Person: Cassandra Selvaggio Telephone:

Owner: Mo Lin
ACN / ARBN: Not applicable
Postal Address: 108/254 Bell Street, Heidelberg Heights Postcode: 3081
Email: -
Contact Person: Mo Lin Telephone:

Owner: Ainsley Kate Treadwell
ACN / ARBN: Not applicable
Postal Address: Apartment 1, Level 1 Eden Street, Heidelberg Heights Postcode: 3081
Email: -
Contact Person: Ainsley Kate Treadwell Telephone:

Owner: Aaron Wendell Smith
ACN / ARBN:
Postal Address: 1 Taree Place, Yallambie Postcode: 3085
Email: -
Contact Person: Aaron Wendell Smith Telephone:

Owner: Wai-Chan Cheung
ACN / ARBN: Not applicable
Postal Address: 21 Thornton Street, Macleod Postcode: 3085
Email: -
Contact Person: Wai-Chan Cheung Telephone:

Owner: Hamish Ronald & Rachelle Lee Champion
ACN / ARBN: Not applicable
Postal Address: 8 Cockatiel Street, Diamond Creek Postcode: 3089
Email: -
Contact Person: Hamish Ronald & Rachelle Lee Champion Telephone:

Owner: Jin Peng Lin and Zhen Yuan Lin
ACN / ARBN: Not applicable
Postal Address: 303/254 Bell Street, Heidelberg Heights Postcode: 3081

Email: -
Contact Person: Jin Peng Lin and Zhen Yuan Lin

Telephone:

Owner: Terryln Samantha Wood
ACN / ARBN: Not applicable
Postal Address: 5/1 Eden Street, Heidelberg Heights
Email: -
Contact Person: Terryln Samantha Wood

Postcode: 3081

Telephone:

Owner: Lorenzo and Pasqualina Mingerulli
ACN / ARBN: Not applicable
Postal Address: 48 Swift Street, Thornbury
Email: -
Contact Person: Lorenzo and Pasqualina Mingerulli

Postcode: 3071

Telephone:

Owner: Nick Carbone
ACN / ARBN: Not applicable
Postal Address: 401/1 Eden Street, Heidelberg Heights
Email: -
Contact Person: Nick Carbone

Postcode: 3081

Telephone:

Owner: Zeina Yaacoub
ACN / ARBN: Not applicable
Postal Address: 2/1 Eden Street, Heidelberg Heights
Email: -
Contact Person: Zeina Yaacoub

Postcode: 3081

Telephone:

Owner: Wynand Cornelis and Amanda Lee De Jager
ACN / ARBN: Not applicable
Postal Address: 4/5 1 Eden Street, Heidelberg Heights
Email: -
Contact Person: Wynand Cornelis and Amanda Lee De Jager

Postcode: 3081

Telephone:

Property Details

Number: 1 Street/Road: Eden Street

Suburb: Heidelberg Heights Postcode: 3081

Lot/s: CP1, 1, 101-104, 106, 108, LP/PS: 720338V
201-203, 206, 208, 301-303,
305, 306, 401, 402 & 405

Volume: 11830

Folio: 326, 298, 299, 300 -
304, 306 - 309, 312, 314 -
317, 319 - 322 & 325

Crown allotment: - Section No: -

Parish: Keelbundora

County: -

Municipal District: City of Banyule

Builder

Name: St Ferrer Building Contractors Pty Ltd
ACN / ARBN: 78 614 959 492

Telephone: 8593 7375

*Building practitioner registration no.: CDB-U 67427

Postal Address: Level 3, 18 Woodruff Street Port Melbourne

Postcode: 3207

This builder is specified under section 24B[4(a)] of the Building Act 1993 for the building work to be carried out under this permit.

Name: St Ferrer Building Contractors Pty Ltd
ACN / ARBN: 78 614 959 492

Telephone: 8593 7375

*Building practitioner registration no.: CCB-L 61907

Postal Address: Level 3, 18 Woodruff Street Port Melbourne

Postcode: 3207

This builder is specified under section 24B[3(a)] of the Building Act 1993 for the building work to be carried out under this permit.

***Natural person for service of directions, notices and orders (if builder is a body corporate)**

Name: Mitchell Marino
 Postal Address: Level 3, 18 Woodruff Street Port Melbourne

Telephone: 8593 7375
 Postcode: 3207

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration Number
James O.Millar Pty Ltd	Architect	50861
Donald William Moore	Professional Engineer - Civil	PE0003274
Jeremais Aquino Gaerlan	Professional Engineer - Civil	PE0001233

Details of Domestic Building Work Insurance⁵

Name of Builder: N/A
 Name of Builder: N/A
 The issuer or provider of the required insurance policy is: N/A
 Insurance policy number: N/A
 Insurance policy date: N/A
 Policy Cover: N/A

Details of Relevant Planning Permit

Planning Permit No.: N/A Date of grant of Planning Permit: N/A

Nature of Building Work

External wall upgrade works limited to secondary non-load bearing framework i.e. top hats, Z angles, sarking, cavity insulation and cladding
 Storeys contained: 5
 Rise in storeys: 5
 Effective height: 13.275m
 Type of construction: 'A'
 Version of BCA applicable to permit: 2019 (Amendment 1)
 Cost of Building Work: \$748,500.00
 Total floor area of new building work in m²: 0

Building Classification

Part of Building: Ground to Level 4 **BCA Classification:** 2
Part of Building: Ground floor **BCA Classification:** 7a

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement/s	Details of performance solution
FP1.4	To permit external walls to comprise Mondo solid aluminium panel external wall cladding system.
FP1.4	To permit the external walls to comprise low rise multi residential Hebel PowerPanel50 AAC External Wall System.

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Banyule City Council	Application for building permit for demolition	29a
Banyule City Council	Protection of the public	116

Combined Allotment Determination

A determination has been made under regulation 64(1) in relation to the building work that is the subject of this permit.

Exemption From, Or Consent To Partial Compliance With, Certain Requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and Scope of Exemption
External Walls	BCA Clause's J.02 & J1.5- To permit the existing building to comply with the energy efficiency requirements at the time of construction.

Protection Work

Protection work is required in relation to the building work proposed in this permit.

Inspection Requirements³

The mandatory inspection notification stages are:

1. Inspection of Precautions
2. Inspection of Lightweight Fire Rated Walls (One Sole Occupancy Unit Per Floor)
3. Inspection of Final

Occupation or Use of Building

A certificate of final inspection is required prior to the occupation or use of this building.

Commencement and Completion

This building work must commence by 22 March 2024

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 22 March 2026

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions:

1. All conditions of the Building Regulation 116 report and consent approval RC-2021-4387 dated 09 February 2023 issued by Banyule City Council must be complied with.
2. Structural engineer to provide written confirmation verifying the assumptions of the structural engineering assessment of the existing base building structural elements prior to the commencement of the re-cladding works.
3. Access and egress to all building exits, fire services and the like must be kept clear and accessible at all times during the course of the building works.
4. Substitution of cladding's, insulation, sarking and/or other materials / products approved by this building permit approval is prohibited unless first approved by the relevant building surveyor.
5. Works and approvals outside the allotment boundary i.e. crossover permits, services connection, asset protection permits and the like do not form part of this building permit approval.

Relevant Building Surveyor:

Name: Joseph Kairouz

Address: Suite 3.03, 20 Atherton Road, Oakleigh 3166

Email: admin@agbc.com.au

Building practitioner registration no.: BS-U 38500

Municipal district: City of Banyule

Permit no. BS-U 38500/2316640485009

Date of issue of permit 22 March 2023

Signature:



Notes

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.
- Note 6 It is the owner/s and/or agent of the owner/s responsibility to comply with all conditions of the town planning permit if applicable.
- Note 7 Liability limited by a scheme approved under Professional Standards Legislation.

INFORMATION ONLY



FORM 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

For Building Permit No. BS-U 38500/2316640485009

Date Issue: 27/07/2023

Property Details

Number: 1	Street/Road: Eden Street	Suburb: Heidelberg Heights	Postcode: 3081
Lot/s: CP1, 1, 101-104, 106, 108, 201-203, 206, 208, 301-303, 305, 306, 401, 402 & 405	LP/PS: 720338V	Volume: 11830	Folio: 326, 298, 299, 300 - 304, 306 - 309, 312, 314 - 317, 319 - 322 & 325
Crown allotment: -	Section No.: -	Parish: Keelbundora	County: -
Municipal District: City of Banyule			

Building permit details

Building permit number: BS-U 38500/2316640485009
Version of BCA applicable to building permit: 2019 (Amendment 1)

Description of building work

External wall upgrade works limited to secondary non-load bearing framework i.e. top hats, Z angles, sarking, cavity insulation and cladding

Part of building to which permit applies	Permitted use	BCA Class of building
Ground to Level 4 (External Walls)	Residential Apartments & Carpark (Existing)	2 and 7a (Existing)

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
External Walls	BCA Clause's J.02 & J1.5- To permit the existing building to comply with the energy efficiency requirements at the time of construction.

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
FP1.4	To permit external walls to comprise Mondo solid aluminium panel external wall cladding system.
FP1.4	To permit the external walls to comprise low rise multi residential Hebel PowerPanel50 AAC External Wall System.

Maintenance determination

A maintenance determination is required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Conditions

1. Essential safety measures to be maintained in accordance with the essential safety measures determination forming part of the certificate of final inspection and essential safety measures listed on the building occupancy permits and/or maintenance schedules

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant building surveyor:

Name: Joseph Kairouz
Address: Suite 3.03, 20 Atherton Road, Oakleigh 3166
Email: admin@agbc.com.au
Building practitioner registration no.: BS-U 38500
Municipal district name: City of Banyule
Certificate no.: BS-U 38500/2316640485009
Date of issue: 27 July 2023
Date of Inspection: 13 July 2023
Signature:

**Notes**

Note 1 Liability limited by a scheme approved under Professional Standards Legislation.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1032223

APPLICANT'S NAME & ADDRESS

CAREW GARTLAN & MCCLELLAND C/- INFOTRACK
(SMOKEBALL) C/- LANDATA

DOCKLANDS

VENDOR

CHAMPION, HAMISH RONALD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4434

This certificate is issued for:

LOT 302 PLAN PS720338 ALSO KNOWN AS 2/1 EDEN STREET HEIDELBERG HEIGHTS
BANYULE CITY

The land is covered by the:

BANYULE PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 5
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C172bany has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 - C172bany

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/banyule>

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

17 May 2024

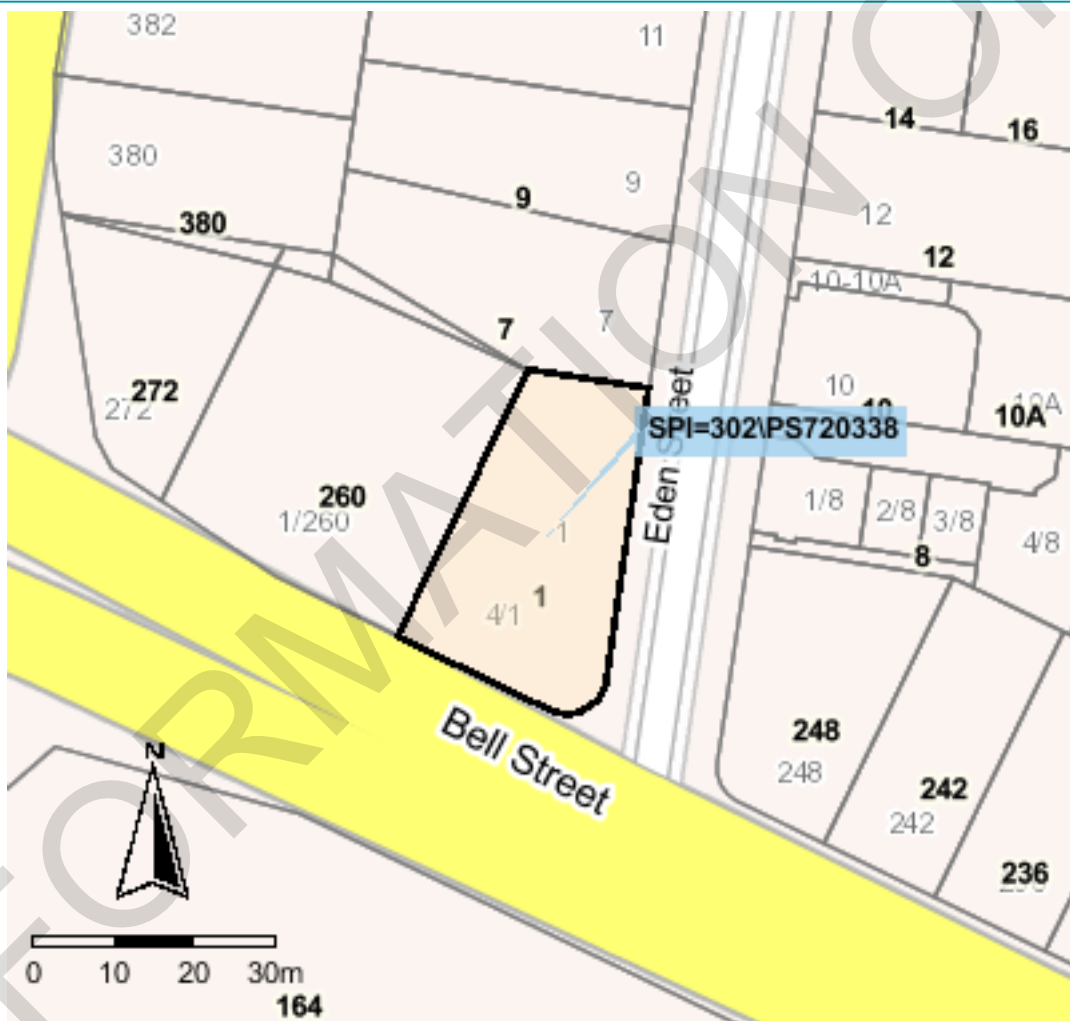
Sonya Kilkeny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 17 May 2024 12:43 PM

PROPERTY DETAILS

Address: **2/1 EDEN STREET HEIDELBERG HEIGHTS 3081**
 Lot and Plan Number: **Lot 302 PS720338**
 Standard Parcel Identifier (SPI): **302\PS720338**
 Local Government Area (Council): **BANYULE**
 Council Property Number: **688861**
 Planning Scheme: **Banyule**
 Directory Reference: **Melway 31 G3**

www.banyule.vic.gov.au

[Planning Scheme - Banyule](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

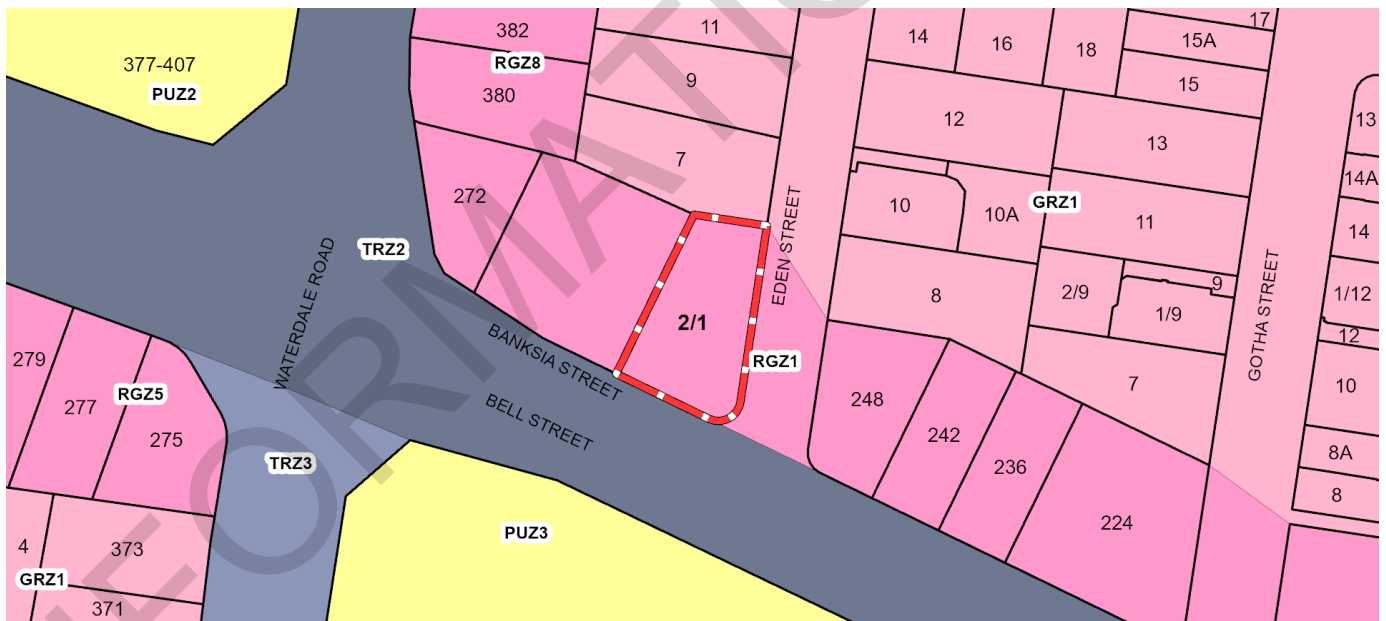
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**







[View location in VicPlan](#)

Planning Zones

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

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



 GRZ - General Residential	 PUZ2 - Public Use-Education	 PUZ3 - Public Use-Health & Community
 RGZ - Residential Growth	 TRZ2 - Principal Road Network	 TRZ3 - Significant Municipal Road

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

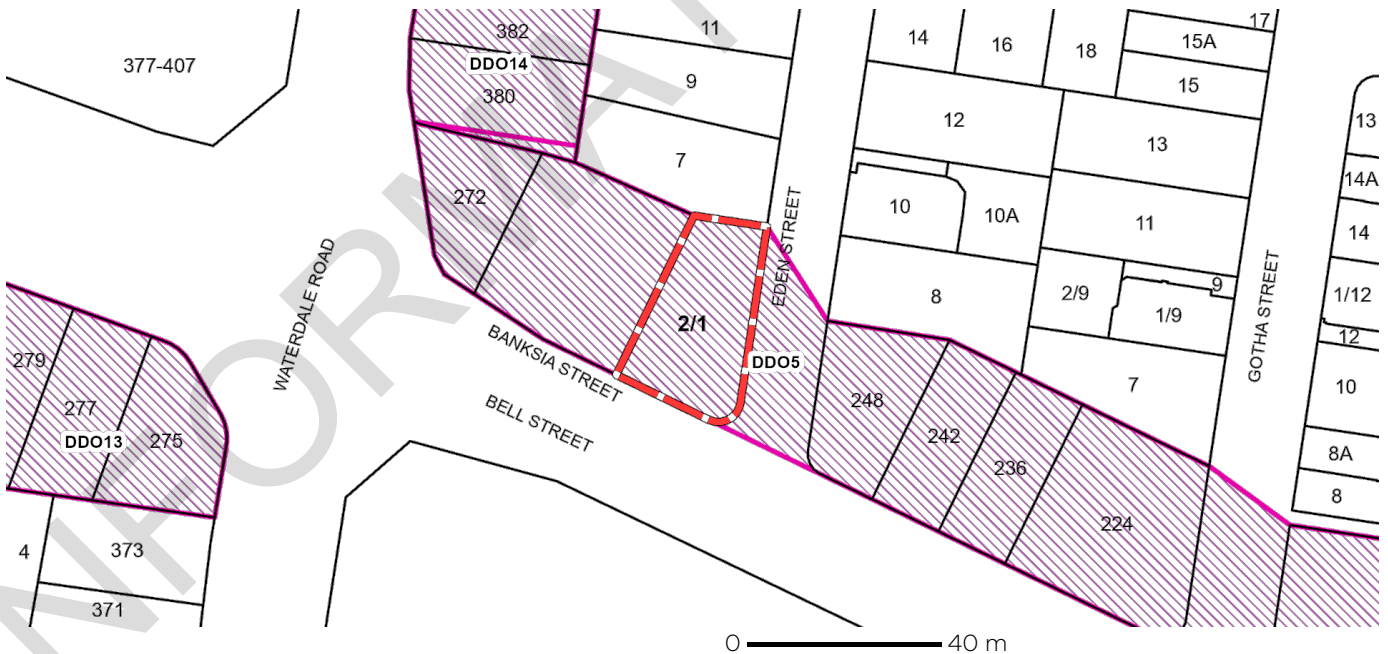


 **DCPO - Development Contributions Plan Overlay**

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)



 **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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 5 (VPO5)



VPO - Vegetation Protection Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

PARKING OVERLAY (PO)

SPECIAL BUILDING OVERLAY (SBO)



ESO - Environmental Significance Overlay

PO - Parking Overlay

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

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

Further Planning Information

Planning scheme data last updated on 8 May 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Land Information Certificate

Section 121 Local Government Act, 2022

Your Reference: 72864406-021-0



Applicant:

Carew Gartlan McClelland Solicitors
C/- InfoTrack (Smokeball) via LANDATA
GPO Box 527
MELBOURNE VIC 3001

Issue date: 20/05/2024
Assessment Number: 688861
Certificate Number: 12699

Property Location: Apartment 2 Level 3 1 Eden Street HEIDELBERG HEIGHTS VIC 3081
Title: LOT: 302 PS: 720338V V/F: 11830/316

Capital Improved Value: \$400,000.00
Site Value: \$44,000.00
Net Annual Value: \$20,000.00
Effective Date: 01/07/2023

Base Date: 01/01/2023

Period: 01/07/2023 – 30/06/2024

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

RATES, CHARGES AND OTHER MONIES:

Rate Arrears to 30/06/2023		\$0.00
Residential Improved	01/07/2023	\$674.24
Public Waste Rate	01/07/2023	\$28.79
Fire Levy - Residential Fixed	01/07/2023	\$125.00
Fire Levy - Residential ad valorem	01/07/2023	\$18.40
Interest to 29/04/2024		\$0.00
Other Monies:		\$0.00
Less Pension Rebate		\$0.00
Less Payments		-\$846.43
Less other Adjustments		\$0.00
Total Due		\$0.00
Additional Monies Owed: Debtor Balance Owing		\$0.00
Total Rates, Debtors and Special Rates and Charges:		\$0.00

NOTE: In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land that are due and payable. **RATES ARE PAYABLE BY 4 INSTALMENTS. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.0% P.A applied from the date the instalment was due. Instalment due dates are 30 September, 30 November, 28 February and 31 May each year.**

2. OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT:

There is no money owed for works under the *Local Government Act 1989* or the *Local Government Act 1958*.

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

There is no potential liability for the land to become rateable under section 173 or 174A of the **Local Government Act 1989** unless shown below.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are no notices, orders or agreements on the land that have been served by Council under the **Local Government Act 1958**, the **Local Government Act 1989**, **Local Government Act 2020** or under a local law of the Council, which have a continuing application as at the date of this certificate, unless shown below.

3. OTHER INFORMATION:

A Building Notice has been issued on this property. For more details please contact the Building Department on 9490 4222.

PLANNING & ENVIRONMENT ACT 1987: This property is subject to a planning permit condition relating to specific waste collection requirements which require private collection. Please contact Council's Development Planning Department for further details.

4. STORMWATER FLOWS:

This property has been assessed as not being subject to overland stormwater flows.

5. PAYMENTS:

Rates, Levies and Charges are usually paid at settlement. Council accepts payment via BPAY®.



Bill Code: 404707

Ref: 60000000688861

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

6. SWIMMING POOL FENCING:

It is the owner/s responsibility to ensure that their Swimming Pool and or Spa and Safety Barrier is registered with Council. Please contact Banyule Council Building Department on 9433 7777 to confirm if it has been registered and/or when they are required to submit the next Form 23 Certificate of Pool & Spa Barrier Compliance.

7. SPECIAL NOTES:

This certificate is valid for 60 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant or to a third party upon confirmation of certificate number, regarding the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Please note that updates will not be provided after the 60 day period has passed where a certificate has been applied for in the preceding rate year.

8. FIRE SERVICES PROPERTY LEVY – SPECIAL NOTES

If the property shown on this certificate is currently exempt from Fire Services Property Levy, it may be subject to a pro rata fixed charge component and ad valorem levy from the date of sale/transfer of ownership.

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

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

For further information contact: REVENUE SERVICES 9490 4222.



AUTHORISED OFFICER

In accordance with section 122(1)(b) of the Local Government Act 2020, a person who acquires any land in a municipal district must give an acquisition notice to the Chief Executive Officer of the Council of the municipal district in which the land is located within one month. A Notice of Acquisition should be sent to enquiries@banyule.vic.gov.au or via mail to **PO Box 94, GREENSBOROUGH VIC 3088**

INFORMATION ONLY

17th May 2024

Carew Gartlan & McClelland C/- InfoTrack (Smokebal
LANDATA

Dear Carew Gartlan & McClelland C/- InfoTrack (Smokebal,

RE: Application for Water Information Statement

Property Address:	2/1 EDEN STREET HEIDELBERG HEIGHTS 3081
Applicant	Carew Gartlan & McClelland C/- InfoTrack (Smokebal LANDATA
Information Statement	30851194
Conveyancing Account Number	7959580000
Your Reference	4434

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

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

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

Yours sincerely,



Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	2/1 EDEN STREET HEIDELBERG HEIGHTS 3081
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	2/1 EDEN STREET HEIDELBERG HEIGHTS 3081
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STATEMENT UNDER SECTION 158 WATER ACT 1989

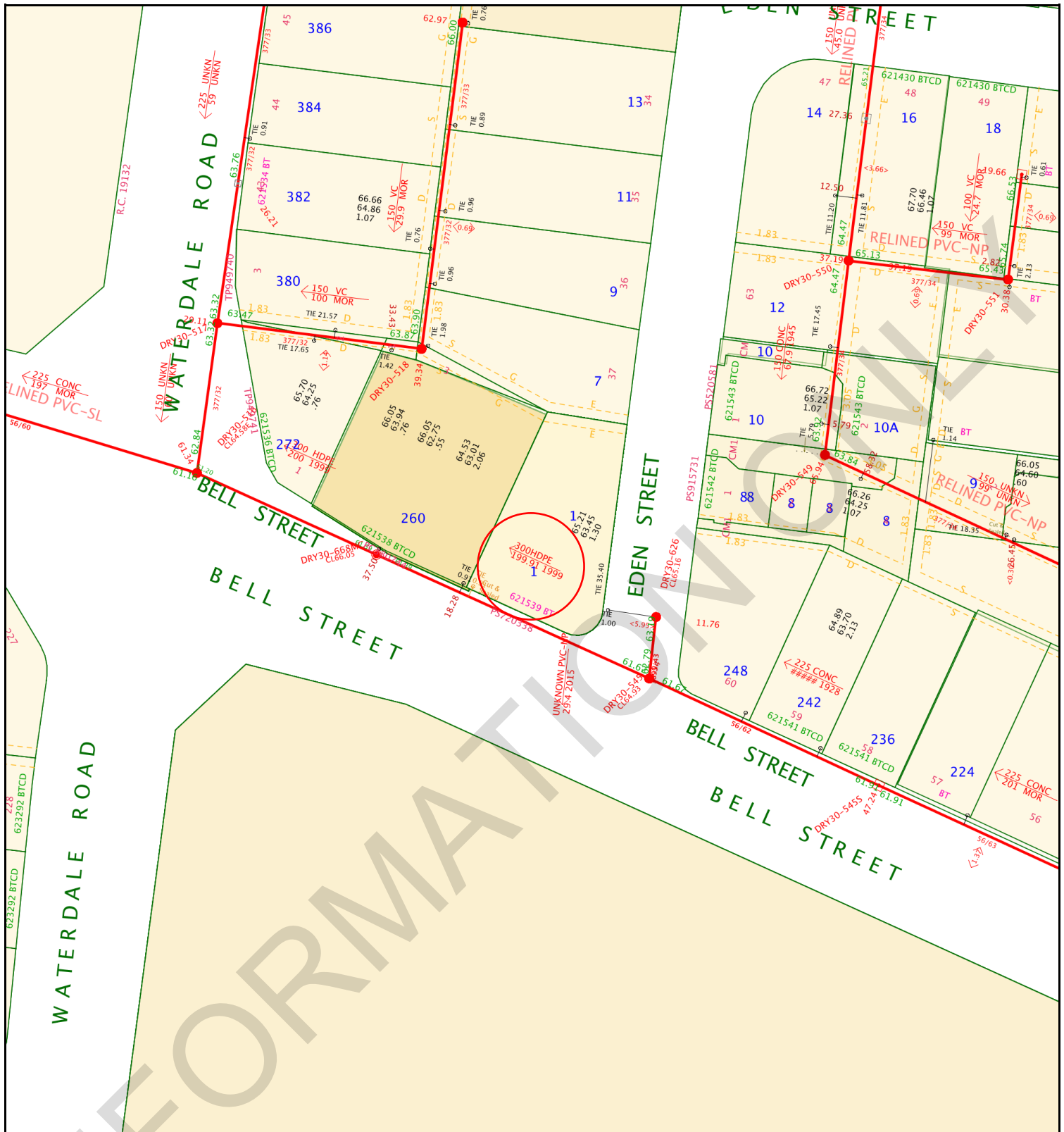
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)



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















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

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

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



Yarra Valley Water Information Statement Number: 30851194	Address	2/1 EDEN STREET HEIDELBERG HEIGHTS 3081			 Yarra Valley Water ABN 93 066 902 501
	Date	17/05/2024			
	Scale	1:1000			

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

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

Carew Gartlan & McClelland C/- InfoTrack (Smokebal
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7181914587
Rate Certificate No: 30851194

Date of Issue: 17/05/2024
Your Ref: 4434

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
L 3, APT 2/1 EDEN ST, HEIDELBERG HEIGHTS VIC 3081	302\PS720338	5085309	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$20.03
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$114.47
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$21.10
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$29.38
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$184.98

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



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5085309

Address: L 3, APT 2/1 EDEN ST, HEIDELBERG HEIGHTS VIC 3081

Water Information Statement Number: 30851194

HOW TO PAY



Biller Code: 314567
Ref: 71819145871

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / CAREW GARTLAN & MCCLELLAND

Your Reference: 240384
Certificate No: 76821955
Issue Date: 17 MAY 2024
Enquiries: ESYSPROD

Land Address: UNIT 2, LOWER GROUND FLOOR 3, 1 EDEN STREET HEIDELBERG HEIGHTS VIC 3081

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43474664	302	720338	11830	316	\$0.00

Vendor: RACHELLE CHAMPION & HAMISH CHAMPION
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MISS RACHELLE LEE CHAMPION	2024	\$44,000	\$0.00	\$0.00	\$0.00

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$400,000

SITE VALUE: \$44,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 76821955

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$44,000

Calculated as \$0 plus (\$44,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 76821955

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 76821955

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / CAREW GARTLAN & MCCLELLAND

Your Reference:	240384
Certificate No:	76821955
Issue Date:	17 MAY 2024

Land Address: UNIT 2, LOWER GROUND FLOOR 3, 1 EDEN STREET HEIDELBERG HEIGHTS VIC 3081

Lot	Plan	Volume	Folio
302	720338	11830	316

Vendor: RACHELLE CHAMPION & HAMISH CHAMPION

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 76821955

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 76821958

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 76821958

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Carew Gartlan & McClelland C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 4434

NO PROPOSALS. As at the 17th May 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 LEVEL 3 1 EDEN STREET, HEIDELBERG HEIGHTS 3081
CITY OF BANYULE

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

Date of issue: 17th May 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72864406 - 72864406123418 '4434'

DATED

2024

HAMISH RONALD CHAMPION AND RACHELLE LEE CHAMPION

to

VENDOR STATEMENT

Property: 302/1 Eden Street, Heidelberg Heights VIC

Carew Gartlan McClelland
First Floor, Midway Arcade
974 Main Road
ELTHAM VIC 3095

Email: sols@cgmsols.com
Telephone: 9439 9535
Reference: JM:AC:240384