Contract of Sale of Land

Property:

Unit 314, 99 Nott Street, Port Melbourne VIC 3207

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:08995

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **Richard David Allen**

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

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAND LAW
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Richard David Allen

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 08995

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10841	Folio	313	314	PS 501394H

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 314, 99 Nott Street, Port Melbourne VIC 3207

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

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

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

..... date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

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

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vendor.

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

GUARANTEE and INDEMNITY

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

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

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

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

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

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

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

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 314, 99 NOTT STREET, PORT MELBOURNE VIC 3207

Vendor's name	Richard David Allen	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 10841 FOLIO 313 Security no : 124108409401X
Produced 17/08/2023 10:39 AM

LAND DESCRIPTION

Lot 314 on Plan of Subdivision 501394H.
PARENT TITLES :
Volume 09935 Folio 285 Volume 09975 Folio 123
Created by instrument PS501394H 16/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RICHARD DAVID ALLEN of 7 MELVILLE DRIVE GREENSBOROUGH VIC 3088
AD334875W 29/12/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD334876U 29/12/2004
ST. GEORGE BANK LTD

MORTGAGE AQ762990U 23/02/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 PS501394H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 314 99 NOTT STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 23/02/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS501394H

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Triconvey2 (Reseller) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

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	**PS501394H**
Number of Pages (excluding this cover sheet)	**12**
Document Assembled	**31/08/2023 15:55**

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

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

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 1 of 12

SUBDIVISION ACT 1988	STAGE No.	LR USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		**EDITION 3**	**PS 501394H**

LOCATION OF LAND

PARISH: MELBOURNE SOUTH
CITY OF PORT MELBOURNE
TOWNSHIP: ------
SECTION: 3
CROWN ALLOTMENT: 5B (PART) AND 6B (PART)
CROWN PORTION: ------
LR BASE RECORD: D.C.M.B
TITLE REFERENCES: VOL.9975 FOL.123
VOL.9935 FOL.285
LAST PLAN REFERENCE:
POSTAL ADDRESS: 95-101 NOTT STREET
(at time of subdivision) PORT MELBOURNE 3207
AMG CO-ORDINATES: E 318 480 ZONE: 55
(of approximate centre of land in plan) N 5 809 704

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : CITY OF PORT PHILLIP REF : 154/2001

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. ~~THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~
3. ~~THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / ~~HAS NOT~~ BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) ~~THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE 25/10/04

~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988~~

~~COUNCIL DELEGATE~~

~~COUNCIL SEAL~~

~~DATE / /~~

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS G1-G5 (BOTH INCLUSIVE), 101-119 (BOTH INCLUSIVE), 201-219 (BOTH INCLUSIVE), 301-315 (BOTH INCLUSIVE), 401-415 (BOTH INCLUSIVE) AND 501-513 (BOTH INCLUSIVE)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
MEDIAN OF WALLS, FLOORS AND CEILINGS

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

SURVEY THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------
IN PROCLAIMED SURVEY AREA No. ----------

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF

LR USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
RECEIVED ☑
DATE 10 / 11 / 04

LR USE ONLY
PLAN REGISTERED
TIME 3:20PM
DATE 16 / 11 / 04
.....
ASSISTANT REGISTRAR OF TITLES

.....
DATE 25/ 10 /04
COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 11 SHEETS
ORIGINAL SHEET SIZE A3

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscan.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001

LICENSED SURVEYOR (PRINT) ..... ALAN DAVID NORMAN .....
SIGNATURE ..... DATE 15/10/04
REF: 20142/PS VERSION: E DATE: 3/09/04 1PS1E.DGN

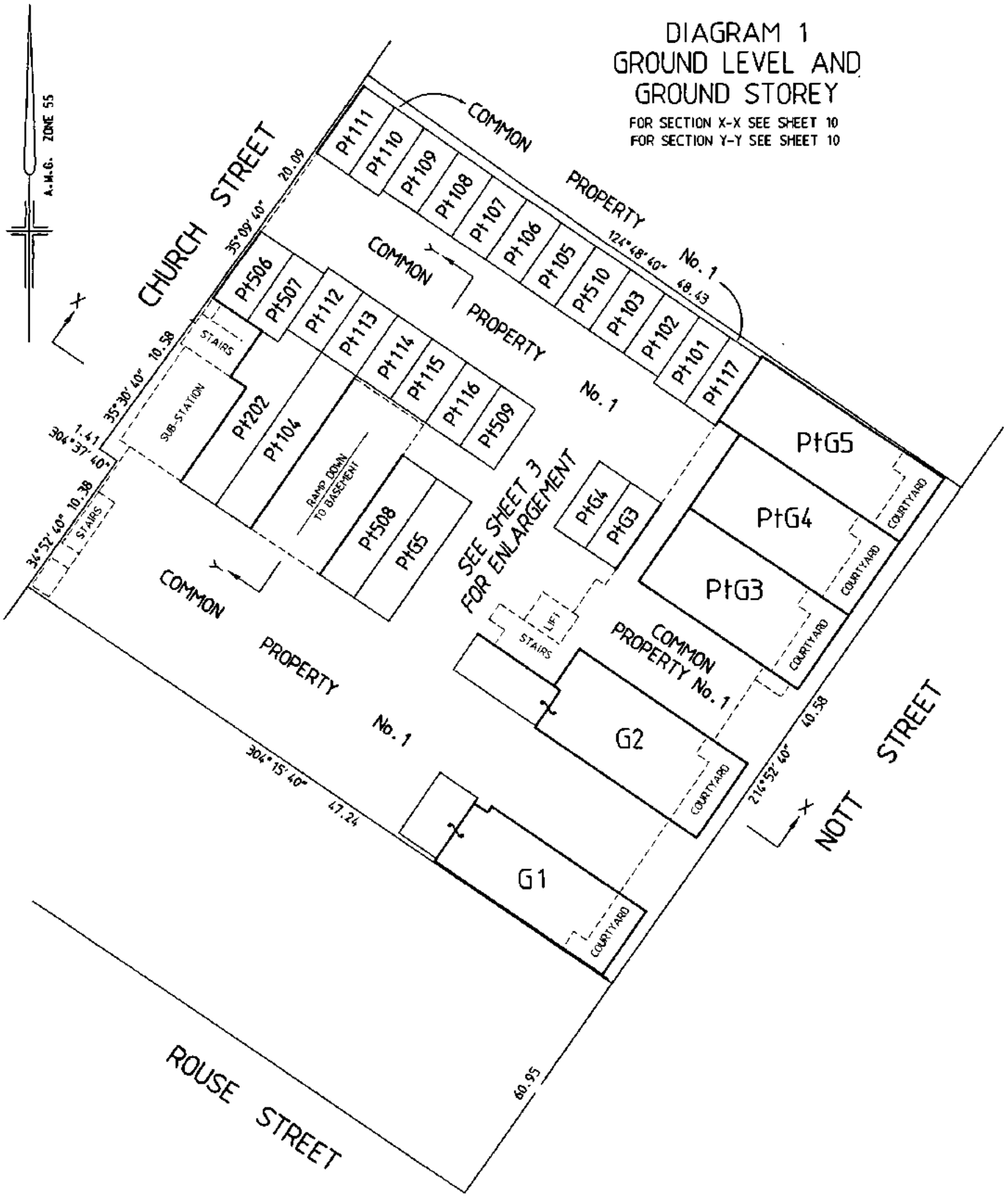
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 2 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 1
GROUND LEVEL AND GROUND STOREY

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright ©

REEDS CONSULTING

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 2 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS2E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

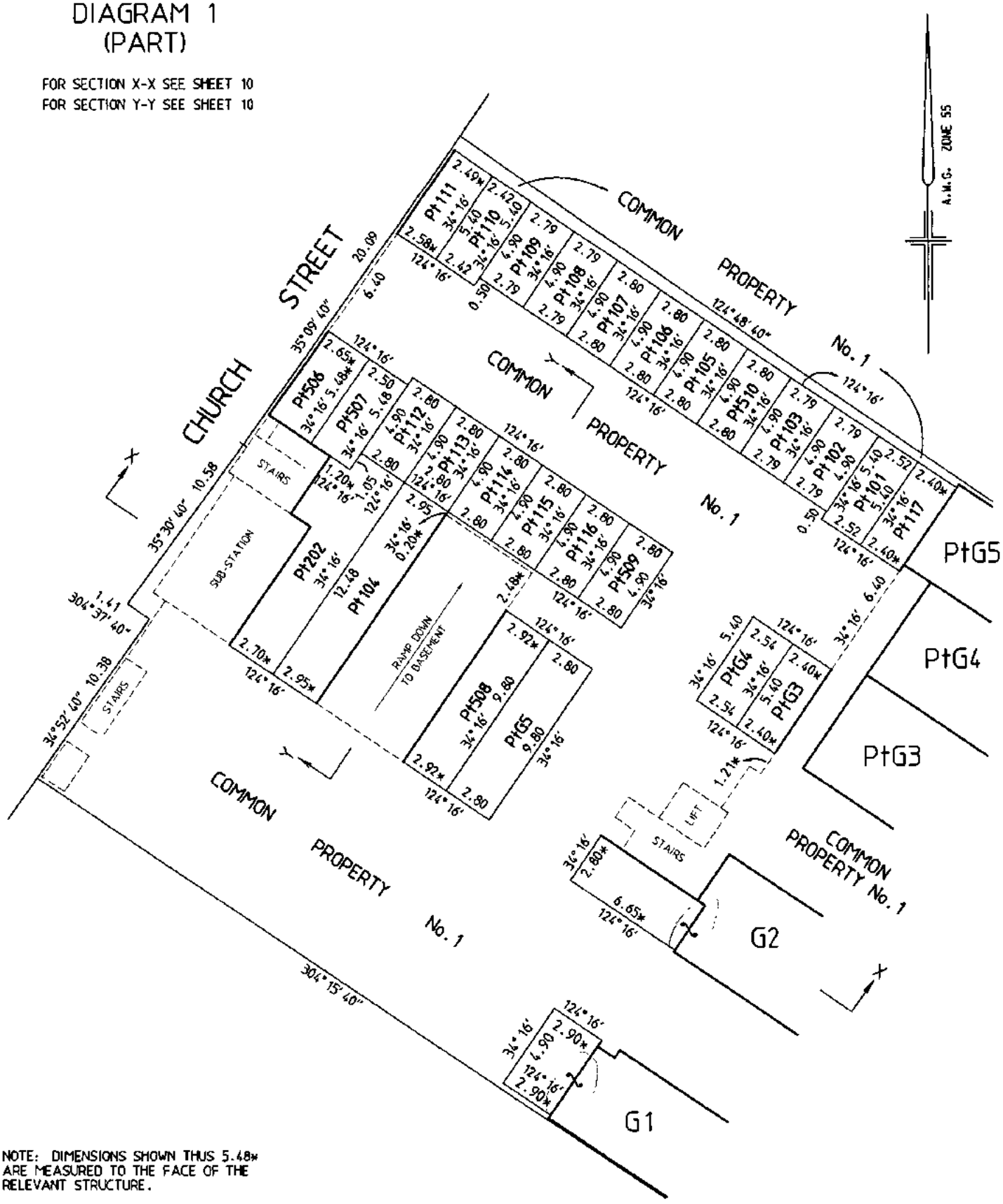
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 3 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

ENLARGEMENT DIAGRAM 1 (PART)

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



NOTE: DIMENSIONS SHOWN THUS 5.48* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 3 OF 11 SHEETS
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS3E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

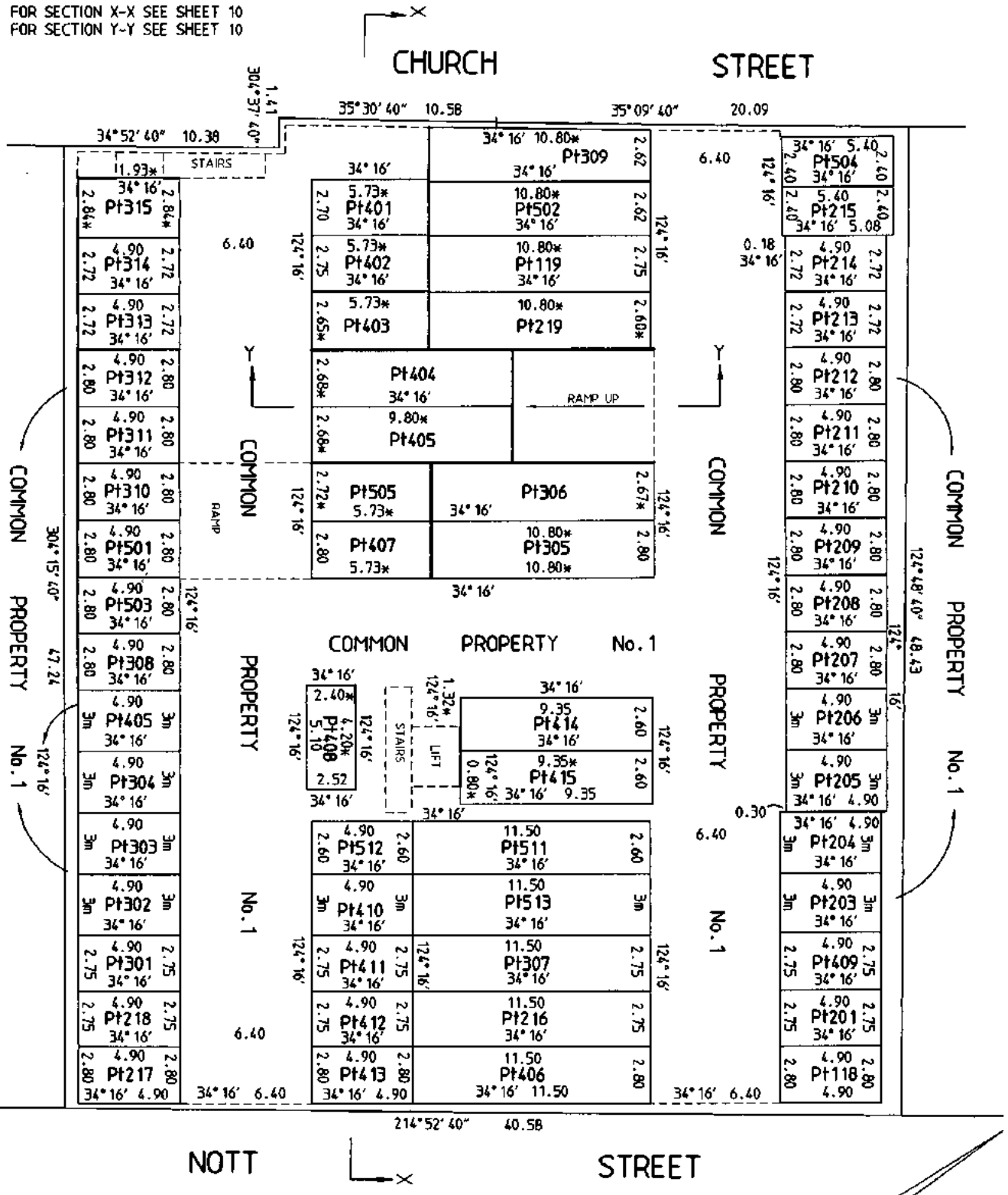
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 4 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 2
BASEMENT

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

A.M.G. ZONE 55

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001

REEDS CONSULTING

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 4 OF 11 SHEETS
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS4E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

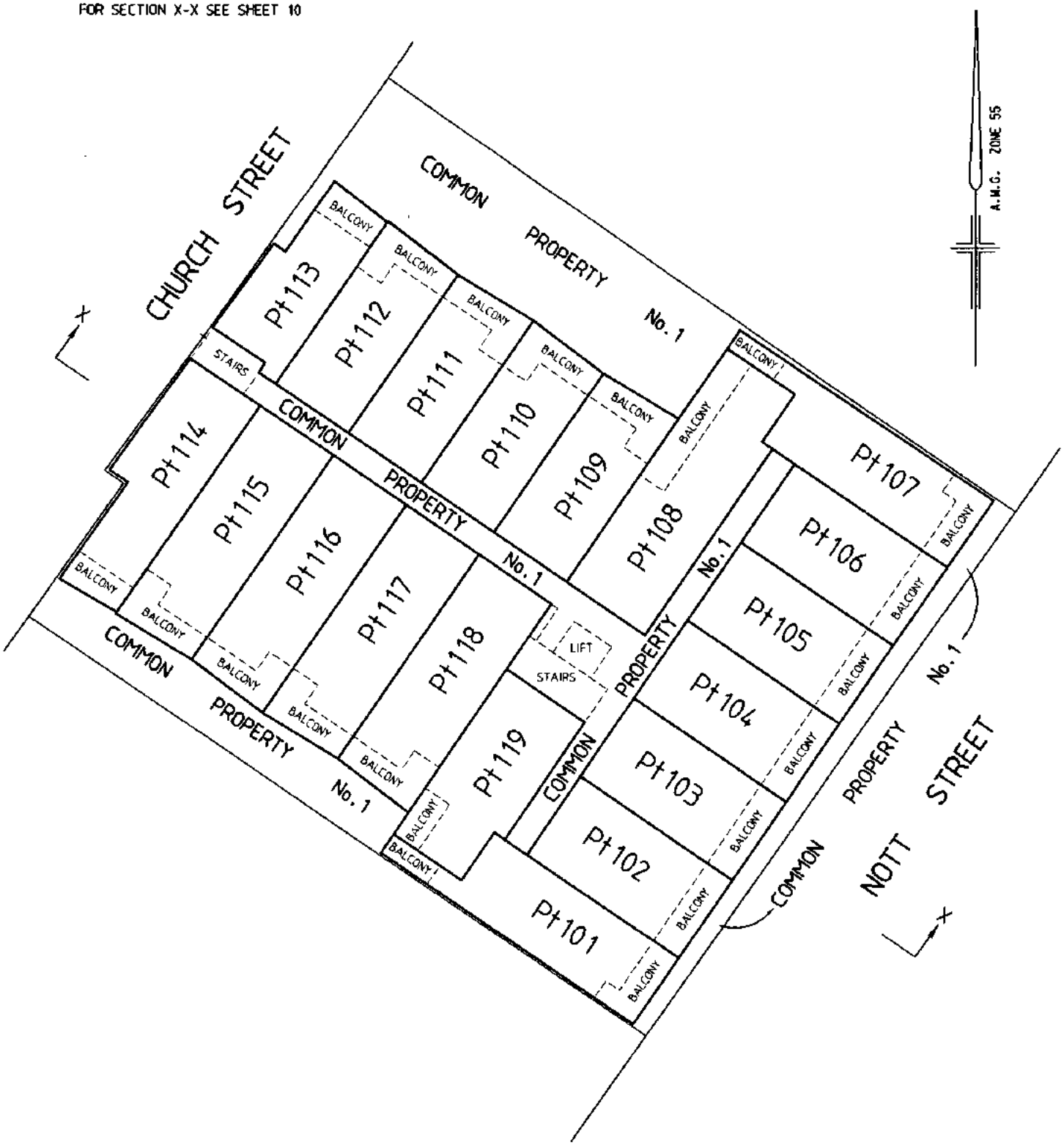
VERSION A

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 5 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 3
FIRST STOREY

FOR SECTION X-X SEE SHEET 10



Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright ©

REEDS CONSULTING

SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 5 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS5E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

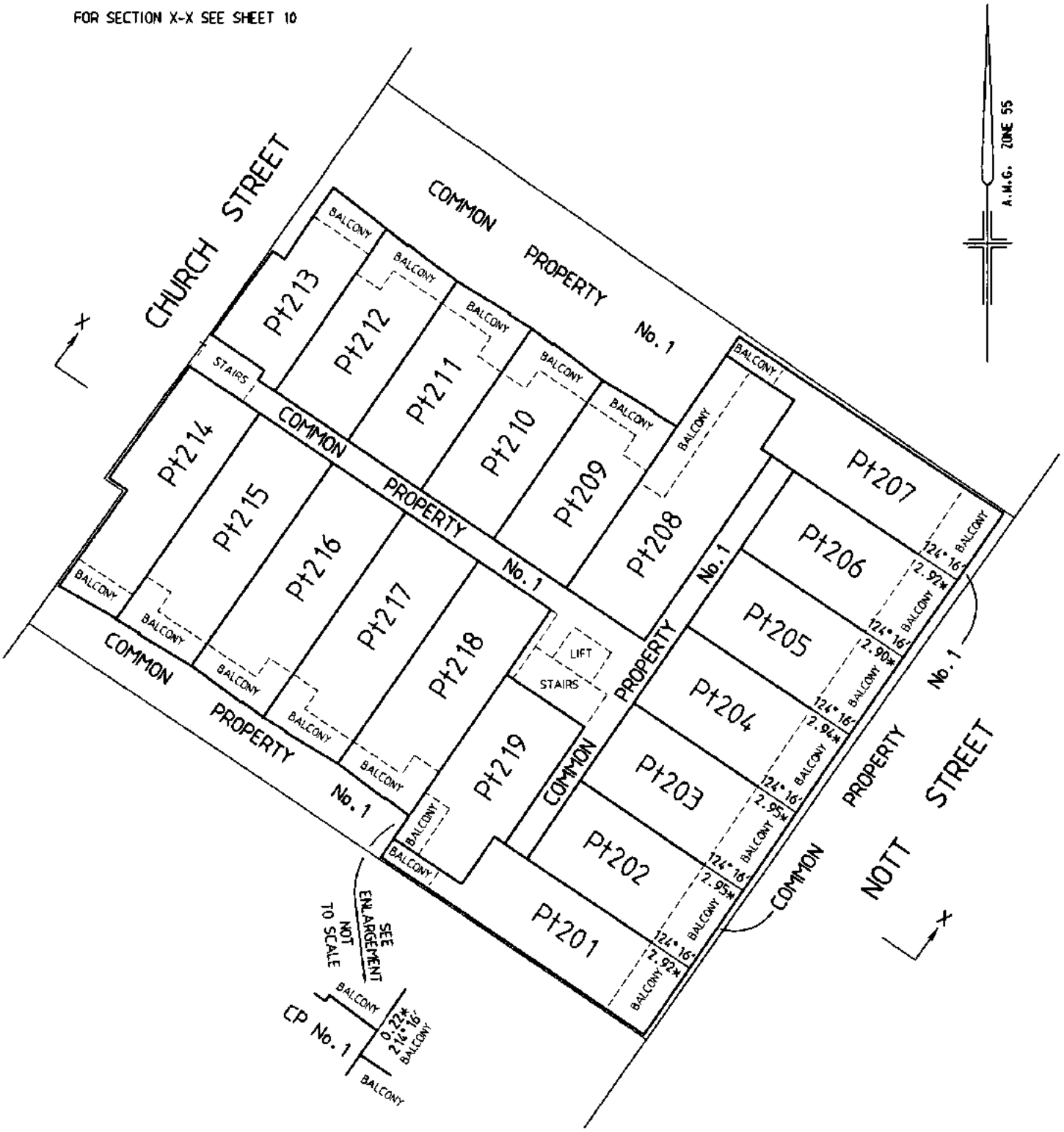
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 6 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 4
SECOND STOREY

FOR SECTION X-X SEE SHEET 10



Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001

NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 6 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15 / 10 / 04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS6E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

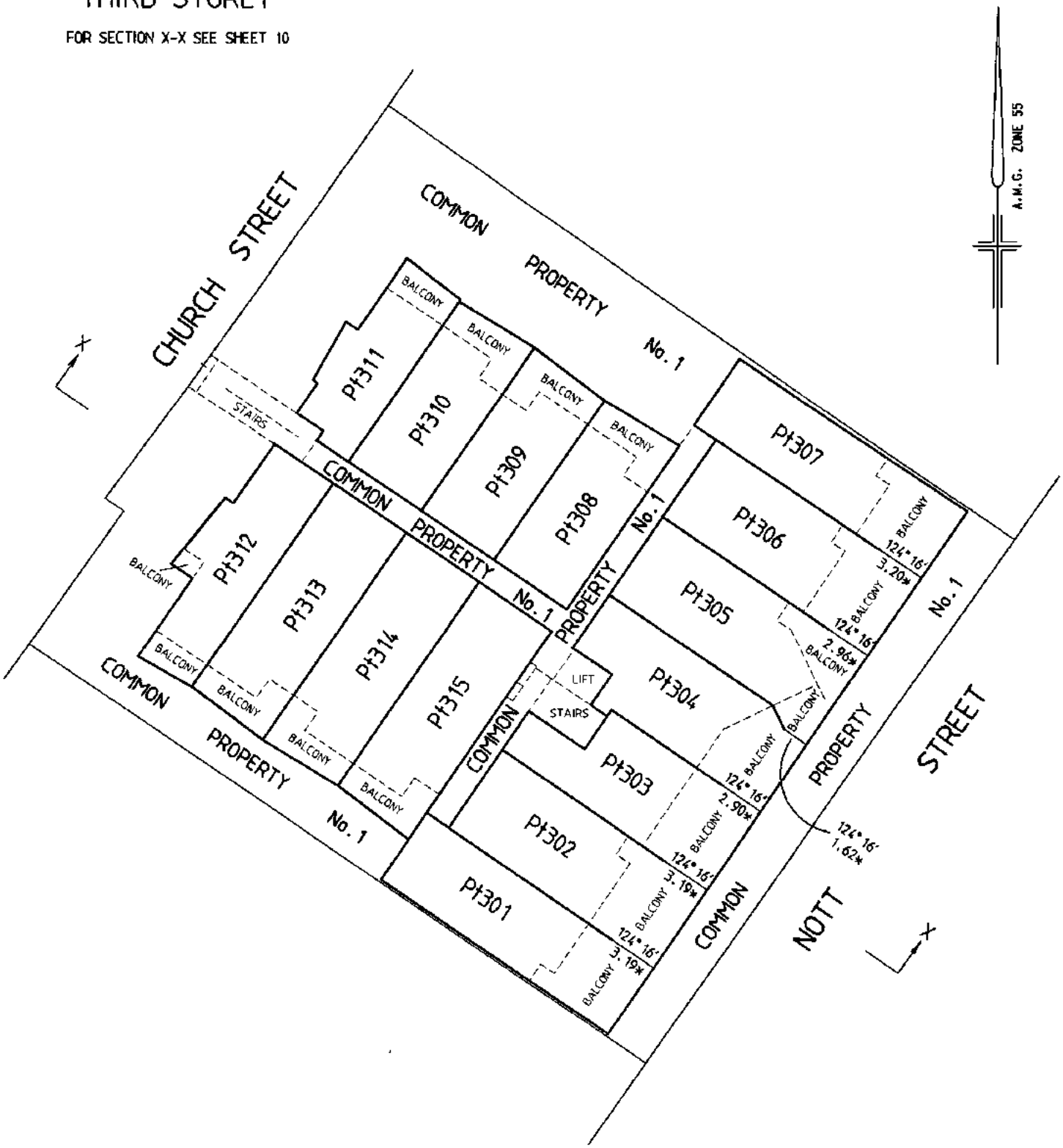
VERSION E

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 7 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 5
THIRD STOREY

FOR SECTION X-X SEE SHEET 10



NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright ©

REEDS CONSULTING

SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 7 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS7E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

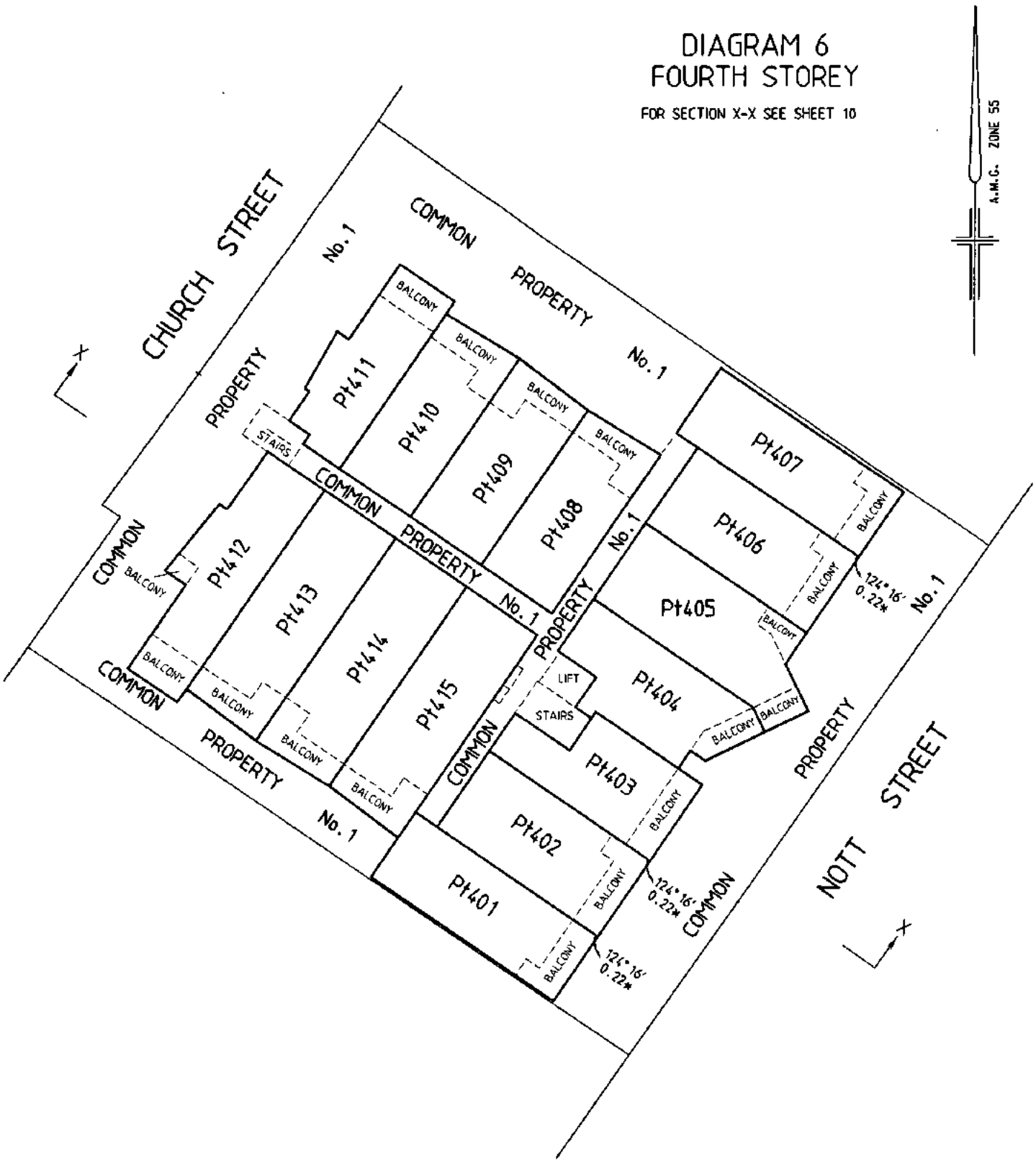
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 8 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 6
FOURTH STOREY

FOR SECTION X-X SEE SHEET 10



Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2001

NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 8 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS8E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

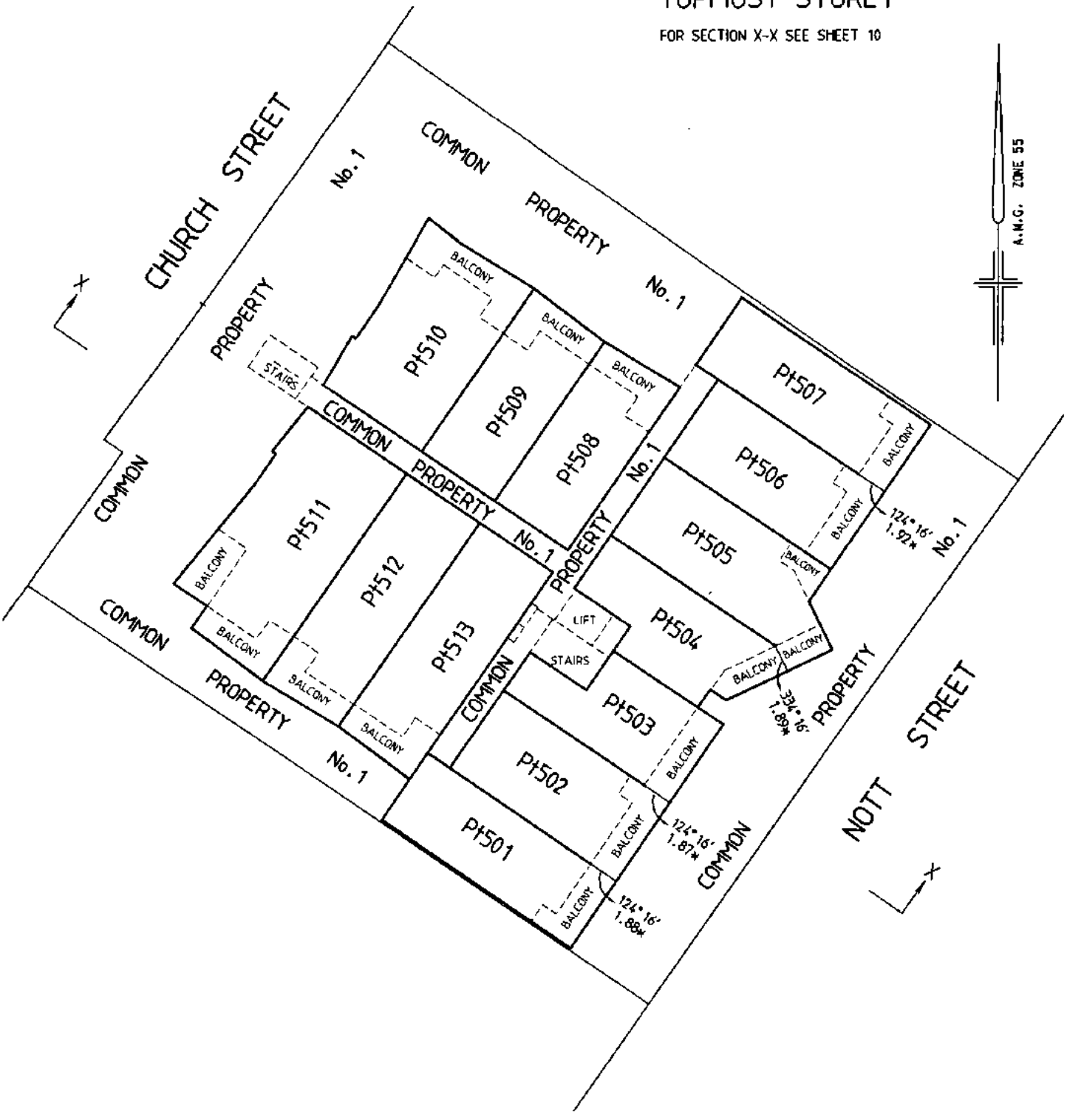
VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 9 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 7
TOPMOST STOREY

FOR SECTION X-X SEE SHEET 10



Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright ©

NOTE: DIMENSIONS SHOWN THUS 2.43* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

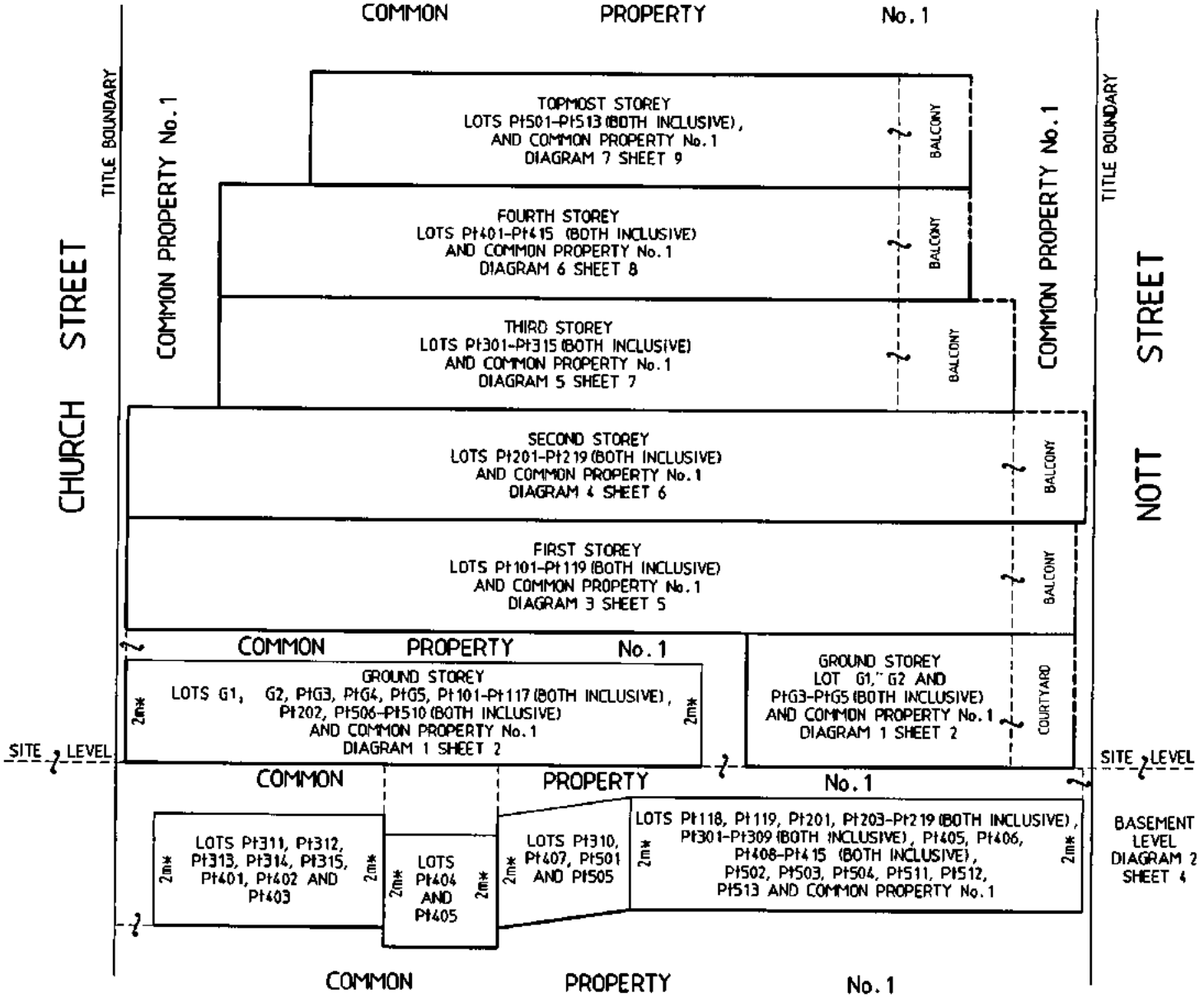
SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 9 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15 / 10 / 04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS9E.DGN	

0 10 20 30 40 50 60 70 80 90 100mm

VERSION E

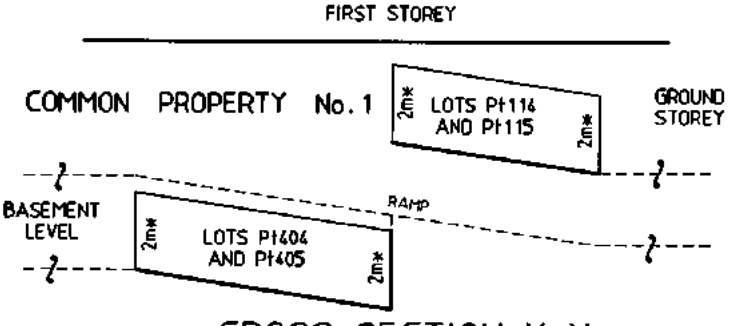
Delivered by LANDATA®. timestamp 31/08/2023 15:55 Page 10 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**



TYPICAL ELEVATION X-X

NOT TO SCALE



CROSS SECTION Y-Y

NOT TO SCALE

NOTE: DIMENSIONS SHOWN THUS 2.43✱ ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

Reeds Consulting Pty Ltd
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
Copyright © Reeds Consulting Pty Ltd All Rights Reserved 2004

REEDS CONSULTING

SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 10 OF 11 SHEETS
NOT TO SCALE		A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04
LENGTHS ARE IN METRES			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS10E.DGN	COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100mm

VERSION 3

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 11 of 12

FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

Delivered by LANDATA®, timestamp 31/08/2023 15:55 Page 12 of 12

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 501394H

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		CHANGE OF ADDRESS	AD442082G		2	MLE
		BODY CORPORATE ADDITIONAL RULES	AD466105M	1/8/05	3	HJR

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 31/08/2023 03:55:02 PM

OWNERS CORPORATION 1
PLAN NO. PS501394H

The land in PS501394H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 119, 201 - 219, 301 - 315, 401 - 415, 501 - 513, G1, G2, G3, G4, G5.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BINKS & ASSOCIATES PTY LTD SUITE 2 390 CANTERBURY ROAD SURREY HILLS VIC 3127

AW621090V 10/03/2023

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. AD466105M 01/08/2005

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	119	119
Lot 102	108	108
Lot 103	108	108
Lot 104	116	116
Lot 105	108	108
Lot 106	108	108

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/08/2023 03:55:02 PM

OWNERS CORPORATION 1
PLAN NO. PS501394H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	119	119
Lot 108	148	148
Lot 109	103	103
Lot 110	103	103
Lot 111	103	103
Lot 112	103	103
Lot 113	88	88
Lot 114	117	117
Lot 115	130	130
Lot 116	130	130
Lot 117	130	130
Lot 118	130	130
Lot 119	117	117
Lot 201	119	119
Lot 202	117	117
Lot 203	108	108
Lot 204	108	108
Lot 205	108	108
Lot 206	108	108
Lot 207	119	119
Lot 208	148	148
Lot 209	103	103
Lot 210	103	103
Lot 211	103	103
Lot 212	103	103
Lot 213	88	88
Lot 214	117	117
Lot 215	130	130
Lot 216	138	138

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/08/2023 03:55:02 PM

OWNERS CORPORATION 1
PLAN NO. PS501394H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 217	130	130
Lot 218	130	130
Lot 219	117	117
Lot 301	121	121
Lot 302	126	126
Lot 303	106	106
Lot 304	116	116
Lot 305	143	143
Lot 306	134	134
Lot 307	129	129
Lot 308	103	103
Lot 309	111	111
Lot 310	103	103
Lot 311	86	86
Lot 312	109	109
Lot 313	130	130
Lot 314	130	130
Lot 315	130	130
Lot 401	110	110
Lot 402	112	112
Lot 403	93	93
Lot 404	111	111
Lot 405	145	145
Lot 406	121	121
Lot 407	110	110
Lot 408	103	103
Lot 409	103	103
Lot 410	103	103
Lot 411	86	86

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/08/2023 03:55:02 PM

OWNERS CORPORATION 1
PLAN NO. PS501394H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 412	109	109
Lot 413	130	130
Lot 414	138	138
Lot 415	138	138
Lot 501	110	110
Lot 502	120	120
Lot 503	92	92
Lot 504	103	103
Lot 505	125	125
Lot 506	112	112
Lot 507	109	109
Lot 508	110	110
Lot 509	102	102
Lot 510	134	134
Lot 511	174	174
Lot 512	130	130
Lot 513	138	138
Lot G1	104	104
Lot G2	117	117
Lot G3	113	113
Lot G4	113	113
Lot G5	120	120
Total	**10000.00**	**10000.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 August 2023 04:02 PM

PROPERTY DETAILS

Address:	**314/99 NOTT STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 314 PS501394**
Standard Parcel Identifier (SPI):	**314\PS501394**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**236901**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2J D6**

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



C1Z - Commercial 1

GRZ - General Residential

MUZ - Mixed Use

TRZ2 - Principal Road Network

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

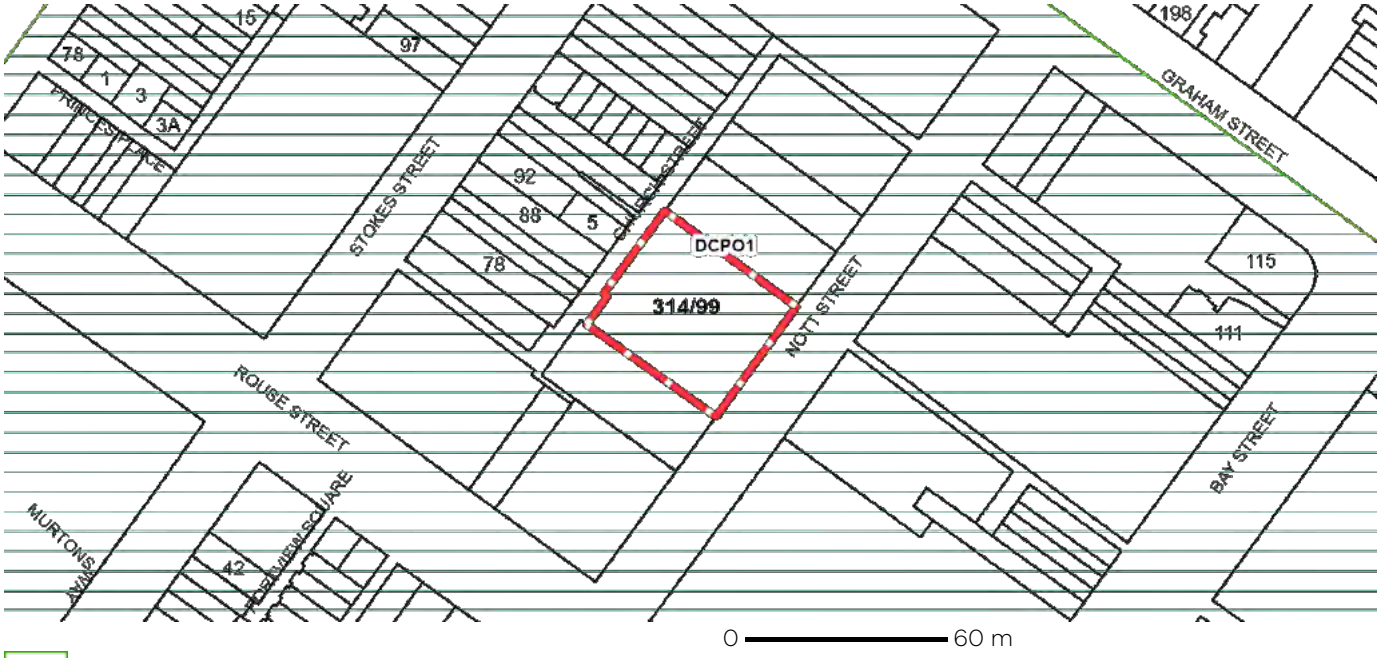
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

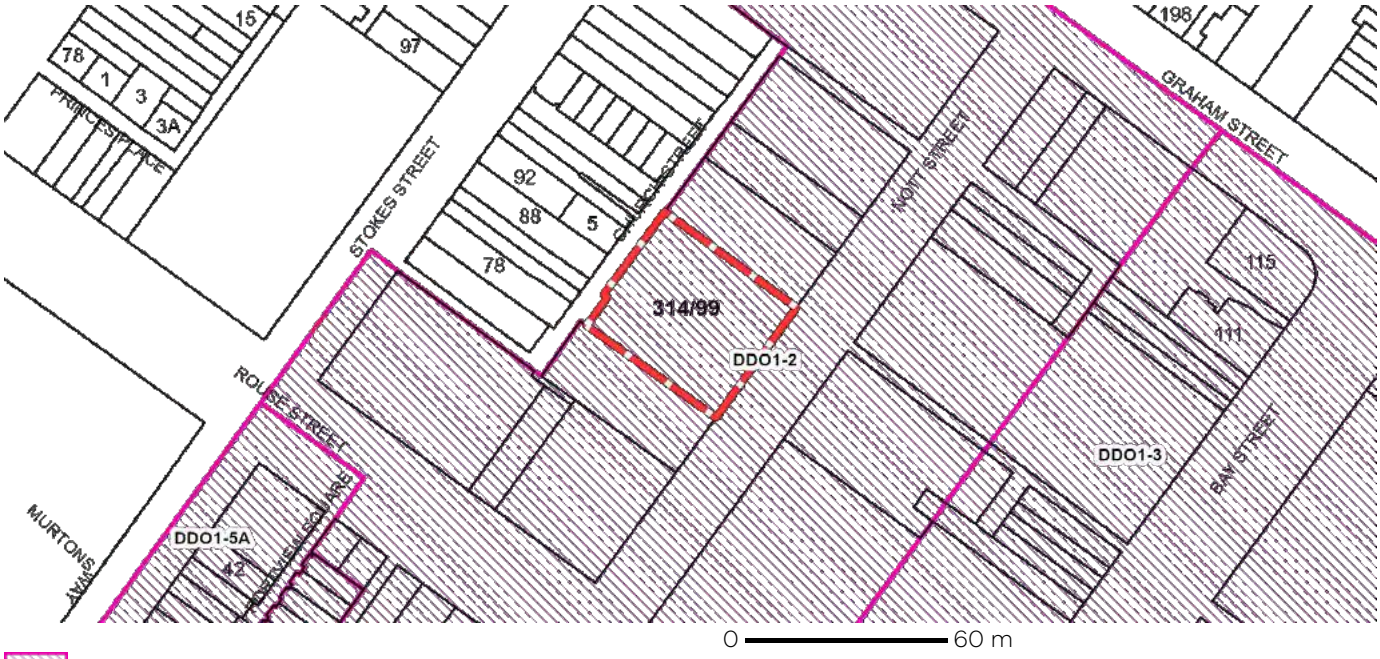


DCPO - Development Contributions Plan Overlay

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 1-2 (DDO1-2)



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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit 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

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Aboriginal Cultural Heritage

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 23 August 2023.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 31 August 2023 03:55 PM

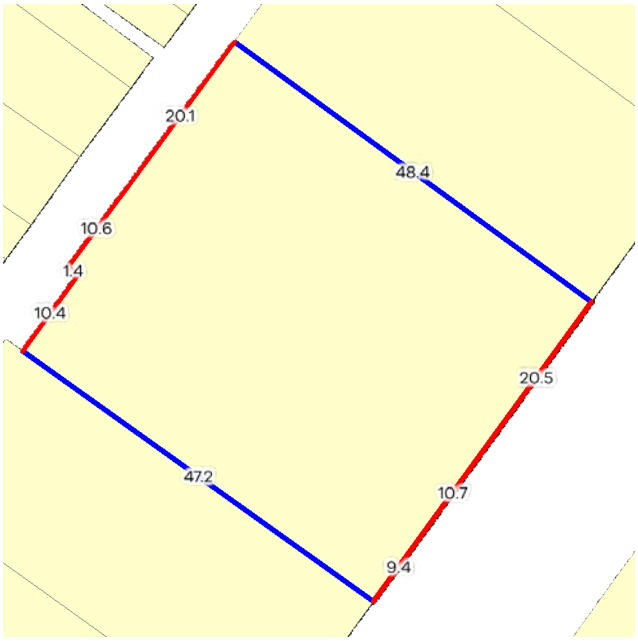
PROPERTY DETAILS

Address:	**314/99 NOTT STREET PORT MELBOURNE 3207**
Lot and Plan Number:	**Lot 314 PS501394**
Standard Parcel Identifier (SPI):	**314\PS501394**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**236901**
Directory Reference:	**Melway 2J D6**

Note: There are 87 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1967 sq. m
Perimeter: 179 m
For this property:
— Site boundaries
— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

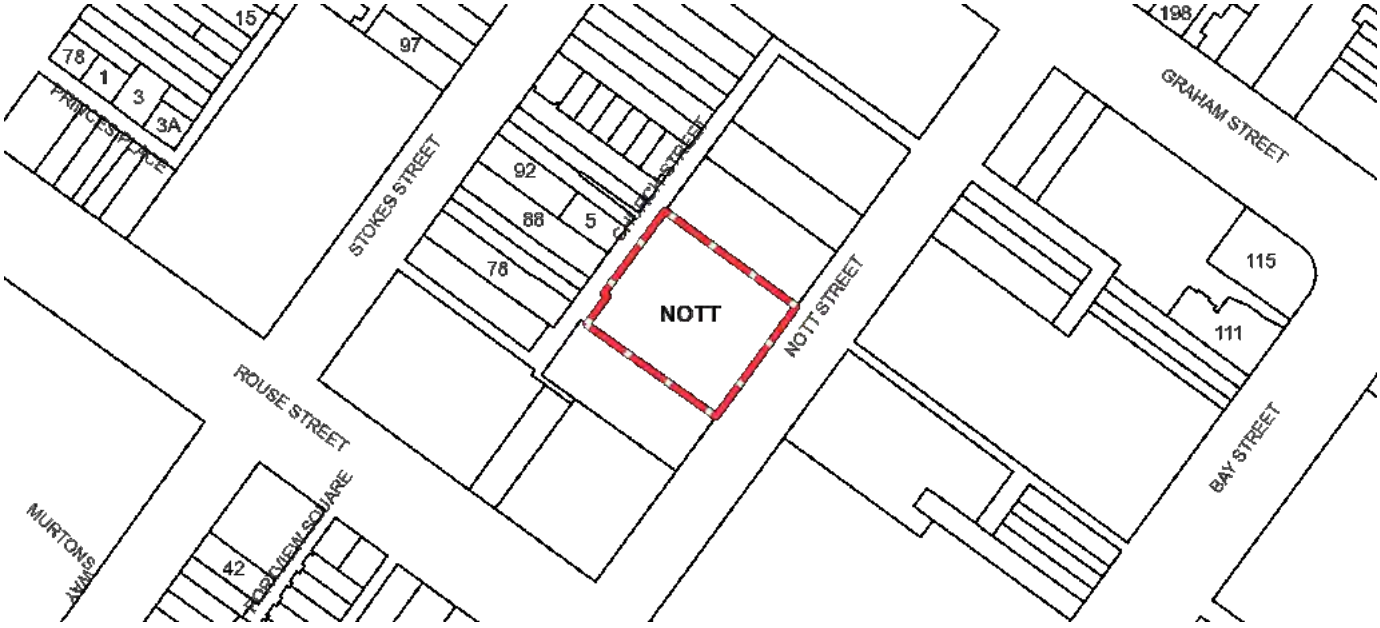
The Planning Property Report for this property can found here - Planning Property Report

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

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

South East Water

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

RICHARD D ALLEN
7 MELVILLE DR
GREENSBOROUGH VIC 3088

Account number:	15358030
Date due:	22 August 2023

Last bill		Payments received		Balance	Current charges	Total due
$99.40cr	–	$0.00	=	$99.40cr	+ $166.60	$67.20

Your account breakdown

Issue date	03 August 2023
Property	Unit 314 95-101 Nott Street PORT MELBOURNE VIC 3207
Property reference	09B//03683/00239
Last bill	$99.40cr
Payment received	$0.00
Balance brought forward	$99.40cr
Our charges (no GST)	$115.85
Other authorities' charges (no GST)	$50.75
Total due	$67.20

Important note:

You'll notice a slight change in the water usage prices on your bill, we're focussing on keeping bills stable.
Your bill includes the parks charge which will now be split into 4 quarterly instalments.

Your snapshot

Average daily cost $1.27

Payment options

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

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1001 5358 0300 004**

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

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **15358030**
Account name: **South East Water Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1001 5358 0300 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Do you get a Centrelink payment?
Deduct from your Centrelink payment using Centrepay.
Go to **servicesaustralia.gov.au/centrepay**
CRN: 555 050 397J

Property ref: 09B//03683/00239
UNIT 314 95-101 NOTT STREET
PORT MELBOURNE VIC 3207

*361 100153580300004

PN09B

Total due:	$67.20
Account number:	15358030
Date paid:	
Receipt number:	

+00000015358030> +009124+ <0000000000> <0000006720> +444+

Our charges

Service charges

For period 01/07/23 to 30/09/23

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

Other authorities' charges

	Net annual value capped at 1990 levels	Rate in $	Minimum charge	Charge
Parks	$7,740.00	.001200	$21.21	$21.21
Waterways and Drainage charge 01/07/23 to 30/09/23				$29.54
Total other authorities				**$50.75**

Total current charges **$166.60**

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/23 to 30/09/23**.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/23 to 30/09/23**.

Additional information

Payment assistance

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

Our new customer charter

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

Our charges are changing

We're making it simpler to manage your bill.

Find out how these changes affect you at
southeastwater.com.au/pricing2023



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

South East Water

Our charges are changing

We're making it simpler to manage your bill.



Bringing you healthy water for life

Our role is to bring you the clean water you need every day, and safely manage the wastewater that you don't want. We're working around the clock to make that happen. It means thinking ahead, finding ways to use water more sustainably, and helping you understand how you can save water too. We want to make sure there is healthy water for life, for our customers, community and environment.

Part of this means looking at better ways to charge for water and services. We're making changes that you told us you want, like making the charges on your bill simpler and more transparent. So that when you turn your tap off, you'll see more of a difference in the cost of your bill. The changes start from 1 July 2023.

For more information about these changes visit **southeastwater.com.au/pricing2023**

What this means for you

Pricing and charges

Our pricing and charges are changing. An average bill will increase by 2.98%,* so we can continue to deliver and improve our services to you.

A simpler bill

The sewage disposal charge will now be included in a new water usage tariff, removing an item from your bill. So, your water saving efforts will have a bigger and more direct impact on your bill.

If you're a 'water only' customer and not connected to the sewerage network, you will be on a separate tariff that doesn't include sewage disposal.

Helping you to budget

If you currently pay a Parks charge, we're spreading this annual charge out across the year by collecting it in quarterly instalments. Helping to even out your bills and making it easier for you to budget.



*Based on an average residential owner occupier, with water usage of 150 kilolitres per year.



Our 5-year commitment to you

These changes are part of our plan to deliver what you told us matters most to you. We're committed to improving your experience with us and the services we provide, to make sure we can deliver healthy water for life, for you, our communities and the environment.

Read about how the next 5 years are shaping up at **southeastwater.com.au/5-year-commitment**

Where can I find out more about the changes to my bill?

For more information about these changes visit **southeastwater.com.au/pricing2023**

What your bill pays for

For an average of $2.71 per day (based on an average owner occupier using 150 kilolitres per year), you get all your water for drinking, bathing, cleaning, washing, watering, and removal of wastewater (that which goes down the toilet, drains and sinks). Plus everything that makes your services possible, including:

32%
Water supply services
Buying water from Melbourne Water, sampling it and maintaining it.

26%
Upgrades
Building new water and sewer pipes, pumps and treatment plants.

20%
Wastewater services
Remove, treat and dispose of wastewater.

22%
Operating costs
24/7 response and repairs, treat and supply recycled water and customer support.

How to get in touch

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

Faults and emergencies 13 28 12 (24hrs)

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

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

Follow us on social for updates

southeastwater.com.au

Healthy Water.
For Life.

Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

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

Instalment notice 2022-23

FOURTH INSTALMENT

Want to go paperless?
Sign up today: portphillip.enotices.com.au
83D5C56B4R
eNotices

CITY OF PORT PHILLIP

5 47479423
15/5/23

R D ALLEN
7 MELVILLE DRIVE
GREENSBOROUGH VIC 3088

025
1004668
R1_9929

ABN 21 762 977 945

Assessment number	236901
Date of issue	08/05/2023

Tax Invoice (no GST included)

Property details

314/99 NOTT STREET PORT MELBOURNE VIC 3207

Legal description	Lot 314 PS 501394H, Vol/Fol-10841/313				
Site value	$125,000	Capital improved value	$600,000	Net annual value	$30,000
Level of value date	01/01/2022	Effective date	01/07/2022	Ward	GATEWAY

Paying your rates

Instalment due
$309.00
Due date **31 MAY 2023**

Any payments made on or after 28 April 2023 may not be reflected on this notice.

Contact or visit us

ASSIST 03 9209 6777
portphillip.vic.gov.au
Please contact us for town hall opening times and locations.

National Relay Service

If your hearing or speech is impaired use the National Relay Service.
TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options and/or application under hardship provisions.

What are your payment options?

IMPORTANT! No spaces when entering payment reference numbers

Assessment number	Property address	Due date	Amount due
236901	314/99 NOTT STREET PORT MELBOURNE VIC 3207	31 MAY 2023	$309.00

BPAY®

Biller Code: 356899
Ref: 2028 9440 2369 013

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

ONLINE

portphillip.vic.gov.au/pay-rates
Ref: 2028 9440 2369 013
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2028 9440 2369 013
1300 276 468

IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.
*3178 202894402369013

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

Owners Corporation Fee Notice No. 501394/7943

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

THIS IS A TAX INVOICE.

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE
ABN: 20 966 096 338

Lot: 314

Date of this notice: 30/05/2023

Address of Owners Corporation:
Owners Corporation Plan No. 501394
c/o Binks & Associates
PO Box 67, Surrey Hills, 3127
Email: oc501394@binksandassociates.com.au
Phone: 03 9536 5700

Mr R Allen

*** by email ***
rick_allen@netspace.net.au

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below.

Due date	Description of fee/charge	Amount
01/07/2023	Quarterly fee from 01/07/2023 to 30/09/2023	$1274.06

Total of the above charges: $1274.06

Balance brought forward: $0.00 (for recent transactions - see overleaf)

Total amount payable: $1274.06

Interest will be charged on overdue fees/charges at an **annual interest rate of 10.00%**. The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

On your request we will email, fax or mail to you our Privacy Policy.

DEFT PAYMENT SYSTEMS

Manager: **Binks & Associates**

DEFT Reference Number: 268 750 783 609 592 2034

BPAY

Biller Code: 96503
Ref: 268 750 783 609 592 2034

Telephone & Internet banking - BPAY. Call your bank, credit union or building society to make this payment from your account.

Telephone

Register for this service at **www.deft.com.au.** Registration isn't required for one-off payments.

Make payments by calling **1300 30 10 90**. This is a 24-hour service.

Payments made by credit cards may incur a surcharge.

Internet

Pay over the internet from your pre-registered bank account at www.deft.com.au.

Payments made by credit cards may incur a surcharge.

In Person

Present this account notice intact at any Australia Post Office. Payments may be made by cheque or EFTPOS.

Post Billpay

Mail

Detach payment slip and mail with payment to:

Deft Payment Systems
GPO Box 2174
MELBOURNE VIC 3001

Make cheques payable to: **BCP No 501394** .

Mr R Allen, Lot: 314
Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE

$1274.06

*496 268750783 06095922034

+268750783 6095922034 < 000127406<3+

Important information on fees and charges
(This page is part of the Fee Notice)

Recent Transactions		
Total payable on **last fee notice:** (No. 501394/7876 of 11/04/2023)		**$170.50**
Transactions since last fee notice:		
BPay Payment	11/05/2023	-$170.50
Balance brought forward:		**$0.00**

Enquiries
If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

Disputes
The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process
If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria
You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal(VCAT)
For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to www.vcat.vic.gov.au

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE

This certificate is issued for Lot 314 on Plan No. 501394 the postal address of which is 314 / 95-101 Nott Street, PORT MELBOURNE, 3207.

Applicant for the certificate is: Mr R Allen

Address for delivery of certificate: 7 Melville Drive, GREENSBOROUGH VIC 3088.

Date that the application was received: 18/08/2023

The information in this certificate is issued on 29/08/2023.

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

1. The current fees for the above lot are $1,274.06 per quarter to 30/09/2023, increasing to $1,444.05 per quarter from 01/10/2023.

2. The fees are paid up until 30/09/2023.

3. The unpaid fees now total nil.

4. The following special fees or levies have been struck and are payable on the dates indicated below -

   $10,920.00 Car park concrete project special levy struck 18/07/2023, due 30/09/2023.

5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

   Water penetration and structural strengthening - carpark
   Following a number of preliminary investigations, a concrete specialist company was appointed to assess the condition of the floating car park slab which pools water in some locations and has some visible cracks. Reports confirm that some structural strengthening is required. Crack filling, re-sealing of the concrete and drainage rectification is also required.

   The Owners Corporation has obtained a special resolution to strike a levy expected to cover works in the order of $1,000,000. Estimated costs dating back to 2020 were in the order of $900,000. A project manager has been appointed to oversee the project. Further levies may be required subject to further decisions that are yet to be made.

   The Owners Corporation’s current insurer has advised that their position to hold covers for the building will be reviewed at the time of the insurance renewal subject to the progress of the project.

Entrance and foyer upgrade
This matter was discussed at the 2018 Annual General Meeting, but it has been put on hold until costs of car park repairs are known and decisions are made. In the meantime the Owners Corporation is seeking consultants' advice regarding design options. Costs may be covered by the Maintenance Fund and/or General Fund, or a levy may be required.

Insurance premium
The increase in the insurance premium has resulted in a projected shortfall in the order of $70,000 from the insurance budget adopted at the 2022 AGM. A further levy may be required to cover the shortfall at the time of the next insurance renewal.

Air conditioning
Refer to the attached circular to owners, dated 25/02/2014. The Owners Corporation has since received advice that Fujitsu DC Inverter - Model AOTG24KMCA is a suitable replacement system that is able to utilise existing suspended brackets and piping. The Owners Corporation recommends owners make their own enquiries to confirm this information, if applicable.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	CHU Underwriting Agencies
Policy No.	HU0028397
Kind of Policy	Strata
Buildings	63,499,500
Public Liability	20,000,000
Buildings covered	All
Renewal date	24/11/2023

7. The Owners Corporation is required to arrange insurance cover under section 63 of the Act.

8. The total funds held by the Owners Corporation as at 31/12/2022 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.

9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property.

11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public, except the Owners Corporation pays for all gas usage costs (including gas cook tops and hot water).

12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except to recover the debts of members in arrears should significant arrears arise.

14. The Owners Corporation has appointed a manager as follows -

    Binks & Associates
    PO Box 67
    SURREY HILLS VIC 3127

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are the Additional Rules along with the Model Rules, both of which are attached.

Attachments:
OC seal
Circular to owners - airconditioning system (C04618900)
2022 Financial Statement
Minutes: 08/08/2023 (M10497644)
Additional Rules
Model Rules (current 2022) 2018
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed
and witnessed by the authorised representative of the
registered manager Binks & Associates Pty Ltd
in accordance with Section 21(2A)(a) of
the Owners Corporation Act 2006 (as amended).



A. M.
Signature

ANGIE MERCIECA
Name

29/08/2023
Date

BINKS & ASSOCIATES PTY. LTD.

STRATA MANAGERS

29 Alma Road, St Kilda ACN 006 546 381 Telephone 9536 5700
All Mail to: P.O. Box 303, St. Kilda, 3182 (Fax 9534 8198)

26/02/2014

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE

oc501394@binksandassociates.com.au

CIRCULAR TO ALL OWNERS

RE: Airconditioning system

Each lot at this property is provided with its own split system airconditioner. The outside part of each airconditioner is mounted on the roof or in the garage. The Owners Corporation has recently become aware that all airconditioners use R22 gas, which is essentially obsolete. This means that when the airconditioning unit fails it cannot be replaced with R22 based unit. Repairs of the old units can expensive and not always possible.

Newly installed systems use R410 gas which needs a different size and a higher pressure rated pipes compared to those used with the R22 gas. The problem is that the replacement of the gas piping between the inside and outside units is likely to be very complex and expensive, subject to the location of the unit relative to the roof or the garage.

The Owners Corporation requested specialist airconditioning engineers, AC Goulding, to provide advice on the possibility of reusing of the existing pipes (retrofitting). One apartment known to have a failed airconditioning unit was inspected. It transpired that the piping in that case can be reused with R410 gas system. The full cost to replace the airconditioner quoted in this case was $3,300. AC Goulding warned that piping in each airconditioning unit needs to be assessed individually for suitability of retrofitting. They will not provide a warranty for the retrofitted piping.

The Owners Corporation is yet to consider the available options if the existing airconditioning piping could not be retrofitted.

Yours faithfully,

JWilson

Janis Wilson
Binks & Associates, for the Owners Corporation.

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2022 TO 31/12/2022

BUDGET	INCOME		
356379.45	Contributions receivable	356379.31	
	Income from Freedom Internet	272.16	
	Fees for keys, fobs & remotes	650.00	
	TOTAL INCOME		357301.47
	LESS EXPENDITURE		
20000.00	Caretaking	20149.62	
9090.91	Common water usage	10004.45	
10909.09	Essential services	12781.54	
19090.91	Gas	17865.95	
62727.27	Insurances	63063.04	
8181.82	Lift maintenance	7688.24	
19195.45	Management fees	19195.45	
18636.36	Public light & power	22255.31	
20454.55	Waste disposal	24417.95	
4545.45	Window cleaning	2090.91	
113550.91	Maintenance Fund	113550.91	
49996.73	Repairs, Replacements & General Expenses (see next page)	59918.12	
356379.45	TOTAL EXPENDITURE		372981.49
	SURPLUS FOR PERIOD (DEFICIT)		(15680.02)

STATEMENT OF FINANCIAL POSITION AS AT 31ST DECEMBER, 2022

MEMBERS' FUNDS			
General Fund			
Balance as at 31st December, 2021		141224.06	
GST rounding adjustment		1.31	
Plus Surplus(Deficit)		(15680.02)	125545.35
Maintenance Fund			
Balance as at 31st December, 2021		191199.18	
Interest on arrears		638.05	
Transfer, balance to 31/12/2022		82268.91	274106.14
TOTAL MEMBERS' FUNDS AS AT 31ST DECEMBER, 2022			399651.49
Represented by:			
ASSETS			
Cash at Bank-Administration Fund	458993.76		
Contributions in arrears	17990.79		
GST receivable	1879.00		
		478863.55	
LIABILITIES			
Contributions in advance	44068.89		
Creditors	34099.81		
Unknown deposit	1043.36		
		79212.06	
			399651.49

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2022 TO 31/12/2022

Repairs, Replacements & General Expenses.

Carpet cleaning	1400.00	
Cleaning	4950.10	
Cleaning supplies	111.82	
Electrical repairs/additions	1213.00	
Essential services	2589.50	
Insurance excess	8858.74	
Insurance valuation	860.00	
Intercom repairs	4077.63	
Keys	2343.08	
Lawnmowing	226.15	
Meeting room hire	116.36	
Plumbing	11151.00	
Professional fees	16409.00	
Repairs	3146.23	
Rubbish removal	475.00	
Small item expenses	39.27	
Spotlights/floodlights/fluoros	53.45	
Statutory requirements	150.00	
Surveillance equipment	493.25	
Tree pruning/removal	1254.54	
		59918.12

List of Creditors

Caretaking	3440.18	
Carpet cleaning	700.00	
Cleaning	902.46	
Essential services	181.04	
Gas	2734.95	
Intercom repairs	3366.55	
Lawnmowing	32.98	
Plumbing	2160.00	
Professional fees	6220.00	
Public light & power	7760.40	
Waste disposal	4307.80	
Maintenance Fund	1800.00	
Insurance claims, other refunds	493.45	
		34099.81

Caretaking			**20149.62**
62689	08/02/2022	1638.18	EC CLEANING SERVICES January
62709	03/03/2022	1638.18	EC CLEANING SERVICES February
62728	05/04/2022	1638.18	EC CLEANING SERVICES March
62742	05/05/2022	1638.18	EC CLEANING SERVICES April
62763	07/06/2022	1638.18	EC CLEANING SERVICES May
62772	07/07/2022	1638.18	EC CLEANING SERVICES June
62786	04/08/2022	1720.09	EC CLEANING SERVICES July
62802	08/09/2022	1720.09	EC PROPERTY SERVICES August
62813	10/10/2022	1720.09	EC PROPERTY SERVICES September
62836	06/12/2022	1720.09	EC PROPERTY SERVICES November
62842	10/01/2023*	1720.09	EC PROPERTY SERVICES October
62846	10/01/2023*	1720.09	EC PROPERTY SERVICES December
Common water usage			**10004.45**
62716	11/03/2022	2685.85	SOUTH EAST WATER to February
62765	06/06/2022	2685.85	SOUTH EAST WATER to May
62793	15/08/2022	1870.25	SOUTH EAST WATER to August
62795	19/08/2022	1870.25	SOUTH EAST WATER to November (part)
62830	22/11/2022	892.25	SOUTH EAST WATER to November (balance)
Essential services			**12781.54**
62676	24/01/2022	50.00	TELSTRA fire alarm line, to January
62691	15/02/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation system
62693	15/02/2022	1467.50	THERMAL FIRE PROTECTION inspection and testing of fire services, to April
62702	24/02/2022	1467.50	THERMAL FIRE PROTECTION inspection & testing of fire services (2020)
62705	24/02/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation system
62710	04/03/2022	50.00	TELSTRA fire alarm line, to February
62712	10/03/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62717	24/03/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62719	18/03/2022	50.00	TELSTRA fire alarm line, to March
62738	26/04/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62739	13/05/2022	790.00	SKYHOOKS SOLUTIONS annual anchor point inspection
62743	05/05/2022	1467.50	THERMAL FIRE PROTECTION inspection & testing of fire services, to July
62758	26/05/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62774	07/07/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62787	09/08/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62788	09/08/2022	1467.50	THERMAL FIRE PROTECTION inspection & testing of fire services, to October
62801	08/09/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62810	29/09/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62823	27/10/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62827	24/11/2022	2253.00	ADT FIRE MONITORING fire equipment monitoring, yearly
62831	29/11/2022	110.00	EASTLINK AIRCONDITIONING & maintenance of mechanical ventilation systems
62835	06/12/2022	750.00	THERMAL FIRE PROTECTION inspection & testing of fire services, Dec 21 - Nov 22
62839	15/12/2022	1467.50	THERMAL FIRE PROTECTION inspection & testing of fire services, to January
62859	20/01/2023*	181.04	MILTON GRAHAM Telstra final bill
Gas			**17865.95**
62715	11/03/2022	2298.70	AGL ELECTRICITY to February
62754	18/05/2022	2483.14	AGL ELECTRICITY to April
62782	13/07/2022	3298.29	AGL ELECTRICITY to June
62808	16/09/2022	3681.96	AGL ELECTRICITY to August
62826	16/11/2022	3368.91	AGL ELECTRICITY to October
62860	20/01/2023*	2734.95	AGL ELECTRICITY to December
Insurances			**63063.04**
62747	05/05/2022	1523.49	CHU UNDERWRITING AGENCIES P/L machinery breakdown cover
62767	09/06/2022	2552.73	CHU UNDERWRITING AGENCIES P/L increase building cover
62828	24/11/2022	58986.82	CHU UNDERWRITING AGENCIES P/L premium
Lift maintenance			**7688.24**
62667	21/12/2021	1884.56	OTIS ELEVATOR COMPANY PTY LTD lift maintenance, to March
62676	24/01/2022	50.00	TELSTRA lift phone, to January
62710	04/03/2022	50.00	TELSTRA lift phone, to February
62718	24/03/2022	1884.56	OTIS ELEVATOR COMPANY PTY LTD lift maintenance, to June
62719	18/03/2022	50.00	TELSTRA lift phone, to March
62769	05/07/2022	1884.56	OTIS ELEVATOR COMPANY PTY LTD lift maintenance, to September
62807	29/09/2022	1884.56	OTIS ELEVATOR COMPANY PTY LTD lift maintenance, to December
Management fees			**19195.45**
62675	07/01/2022	4659.09	BINKS & ASSOCIATES PTY LTD to 31/03/2022
62732	07/04/2022	4659.09	BINKS & ASSOCIATES PTY LTD to 30/06/2022
62773	04/07/2022	5078.41	BINKS & ASSOCIATES PTY LTD to 30/09/2022
62814	05/10/2022	4798.86	BINKS & ASSOCIATES PTY LTD to 31/12/2022

Public light & power			**22255.31**	
	62733	08/04/2022	4358.23	BLUE NRG PTY LTD to March
	62784	18/07/2022	4716.19	BLUE NRG PTY LTD to June
	62817	07/10/2022	5420.49	BLUE NRG PTY LTD to September
	62858	18/01/2023*	7760.40	BLUE NRG PTY LTD to December
Waste disposal			**24417.95**	
	62692	15/02/2022	2067.75	BIN BOY ENVIRONMENTAL PTY LTD January
	62714	10/03/2022	1852.64	BIN BOY ENVIRONMENTAL PTY LTD February
	62730	12/04/2022	1937.13	BIN BOY ENVIRONMENTAL PTY LTD March
	62746	05/05/2022	1849.30	BIN BOY ENVIRONMENTAL PTY LTD April
	62764	07/06/2022	1910.13	BIN BOY ENVIRONMENTAL PTY LTD May
	62775	07/07/2022	1829.29	BIN BOY ENVIRONMENTAL PTY LTD June
	62789	09/08/2022	2022.09	BIN BOY ENVIRONMENTAL PTY LTD July
	62804	08/09/2022	2168.85	BIN BOY ENVIRONMENTAL PTY LTD August
	62815	10/10/2022	2210.25	BIN BOY ENVIRONMENTAL PTY LTD September
	62838	13/12/2022	2262.72	BIN BOY ENVIRONMENTAL PTY LTD October
	62847	10/01/2023*	2186.95	BIN BOY ENVIRONMENTAL PTY LTD December
	62851	17/01/2023*	2120.85	BIN BOY ENVIRONMENTAL PTY LTD November
Window cleaning			**2090.91**	
	62776	23/08/2022	2090.91	BAX WINDOW SOLUTIONS July
Maintenance Fund			**113550.91**	
	62687	03/05/2022	6110.00	MODTECH GROUP install CCTV camera system to Levels 1,2,3,4 & 5 hallways
	62725	10/05/2022	4160.00	PARTRIDGE STRUCTURAL PTY LTD beam strengthening documentation
	62725	10/05/2022	6500.00	PARTRIDGE STRUCTURAL PTY LTD prepare scope of works for tender, beam strengthening
	62753	24/05/2022	2920.00	OTIS ELEVATOR COMPANY PTY LTD supply & install Cellular Gateway System
	62759	26/05/2022	1814.00	MODTECH GROUP supply 25 LED downlight fixtures
	62803	27/09/2022	1480.00	MODTECH GROUP install 2 UPS to NVR in carpark & NVR in Level 3 comms
	62825	24/11/2022	2748.00	KILBURN PLUMBING PTY LTD install new flashing & roof sheet end caps
	62832	15/12/2022	3750.00	BELBO PROPERTY SOLUTIONS project management, concrete slab repair works, to November
	62843	31/01/2023*	1800.00	BELBO PROPERTY SOLUTIONS project management to November
JN	62863	31/12/2022	82268.91	TRANSFER balance of budgeted amount, to 31/12/2022

Repairs, Replacements & General Expenses.

Carpet cleaning			**1400.00**	
	62772	07/07/2022	700.00	EC CLEANING SERVICES June
	62846	10/01/2023*	700.00	EC PROPERTY SERVICES December
Cleaning			**4950.10**	
	62689	08/02/2022	382.12	EC CLEANING SERVICES January, attend to disinfect surfaces
	62709	03/03/2022	382.12	EC CLEANING SERVICES February, attend to disinfect surfaces
	62728	05/04/2022	382.12	EC CLEANING SERVICES March, attend to disinfect surfaces
	62742	05/05/2022	382.12	EC CLEANING SERVICES April, attend to disinfect surfaces
	62763	07/06/2022	382.12	EC CLEANING SERVICES May, attend to disinfect surfaces
	62772	07/07/2022	382.12	EC CLEANING SERVICES June, attend to disinfect surfaces
	62786	04/08/2022	401.23	EC CLEANING SERVICES July, attend to disinfect surfaces
	62802	08/09/2022	401.23	EC PROPERTY SERVICES August, attend to disinfect surfaces
	62813	10/10/2022	401.23	EC PROPERTY SERVICES September, attend to disinfect surfaces
	62836	06/12/2022	401.23	EC PROPERTY SERVICES November, attend to disinfect surfaces
	62836	06/12/2022	150.00	EC PROPERTY SERVICES November, clean balcony & weed spraying
	62842	10/01/2023*	401.23	EC PROPERTY SERVICES October, attend to disinfect surfaces
	62842	10/01/2023*	100.00	EC PROPERTY SERVICES October, clean balconies
	62846	10/01/2023*	401.23	EC PROPERTY SERVICES December, attend to disinfect surfaces
Cleaning supplies			**111.82**	
	62728	05/04/2022	92.73	EC CLEANING SERVICES March, air freshener
	62813	10/10/2022	19.09	EC PROPERTY SERVICES September, airfreshener refills
Electrical repairs/additions			**1213.00**	
	62749	10/05/2022	380.00	SURELEC PTY LTD replace circuit breaker on HWS & fluoros
	62752	19/05/2022	210.00	SURELEC PTY LTD investigate no power & turn circuit breaker back on
	62805	13/09/2022	340.00	SURELEC PTY LTD replace faulty dimmer & faulty LED downlight
	62806	29/09/2022	283.00	SURELEC PTY LTD install new downlight fitting & globe in lift area
Essential services			**2589.50**	
	62695	01/03/2022	788.00	THERMAL FIRE PROTECTION investigate alarm sounding & replace smoke detector
	62713	10/03/2022	244.00	THERMAL FIRE PROTECTION investigate fire alarm activation
	62737	14/04/2022	825.50	THERMAL FIRE PROTECTION investigate FIP fault
	62768	05/07/2022	488.00	THERMAL FIRE PROTECTION attend to investigate alarm activation
	62824	15/11/2022	244.00	THERMAL FIRE PROTECTION carry out de-isolation works

Insurance excess			**8858.74**
62711	24/03/2022	454.55	H2O SOLUTIONS carry out reinstatement works, Lot 108
62720	31/03/2022	2272.73	PRIORITY ONE BUILDING SERVICES carry out reinstatement works, Lot 509
62731	12/04/2022	2272.73	TYMALINE BUILDING SERVICES P/L make safe affected areas due to water entry, Lot 512
62756	01/06/2022	2272.73	TYMALINE BUILDING SERVICES P/L carry out reinstatement work, Lot 505
62822	27/10/2022	663.00	KILBURN PLUMBING PTY LTD carry out reinstatement works in hallway of level 5
62837	15/12/2022	923.00	KILBURN PLUMBING PTY LTD carry out reinstatement works, Lot 502
Insurance valuation			**860.00**
62762	07/06/2022	860.00	HAY PROPERTY CONSULTANTS report
Intercom repairs			**4077.63**
62726	08/06/2023*	1228.70	OTIS ELEVATOR COMPANY PTY LTD investigate fob reader allowing access to all levels
62755	24/05/2022	122.73	ANTENNA CONNECTIONS investigate equipment not resetting after power outage
62783	21/07/2022	588.35	ANTENNA CONNECTIONS investigate card reader not working
62796	08/06/2023*	1295.80	OTIS ELEVATOR COMPANY PTY LTD investigate report of lift disabled
62797	31/08/2022*	842.05	OTIS ELEVATOR COMPANY PTY LTD investigate lift out of order- NOT PAID YET
Keys			**2343.08**
62722	10/05/2022	177.27	EPSILON SECURITY - VIC reset controller on reader for level 4 stairwell
62761	07/06/2022	1037.27	EPSILON SECURITY - VIC supply & program 15 remotes & program 4 existing remotes
62766	09/06/2022	527.27	EPSILON SECURITY - VIC program existing spare fobs, supply & program 20 new fobs
62770	27/09/2022	68.00	EPSILON SECURITY - VIC program remote for Lot 305
62777	14/07/2022	120.00	BRADY SECURITIES investigate keysafe in OC letter box
62798	01/09/2022	413.27	EPSILON SECURITY - VIC program 3 new remotes & 1 fob
Lawnmowing			**226.15**
62709	03/03/2022	31.41	EC CLEANING SERVICES February
62728	05/04/2022	31.41	EC CLEANING SERVICES March
62763	07/06/2022	31.41	EC CLEANING SERVICES May
62802	08/09/2022	32.98	EC PROPERTY SERVICES August
62813	10/10/2022	32.98	EC PROPERTY SERVICES September
62836	06/12/2022	32.98	EC PROPERTY SERVICES November
62846	10/01/2023*	32.98	EC PROPERTY SERVICES December
Meeting room hire			**116.36**
62740	29/04/2022	116.36	CITY OF PORTH PHILLIP BOOKINGS meeting room hire for AGM 24/05/2022
Plumbing			**11151.00**
62670	11/02/2022	1402.00	ALL PURPOSE PUMPS carry out installation of components & recommission system
62679	08/02/2022	570.00	KILBURN PLUMBING PTY LTD investigate flood in carpark & Lot 508
62685	01/02/2022	250.00	KILBURN PLUMBING PTY LTD investigate no hot water to the building
62708	29/03/2022	350.00	KILBURN PLUMBING PTY LTD clean roof gutters, sumps & checked outlets are clear
62721	24/03/2022	780.00	KILBURN PLUMBING PTY LTD carry out full service of 8 hot water units
62724	31/03/2022	200.00	KILBURN PLUMBING PTY LTD investigate water pooling in car spaces 404 & 405
62745	05/05/2022	709.00	KILBURN PLUMBING PTY LTD carry out repairs to hot water service
62748	06/05/2022	665.00	KILBURN PLUMBING PTY LTD investigate water entry into stairwell, level 5
62757	24/05/2022	380.00	KILBURN PLUMBING PTY LTD investigate leaking pipe above vanity, Lot 112 from Lot 212
62790	11/08/2022	485.00	KILBURN PLUMBING PTY LTD investigate water leaking through doorway ceiling, Lot 502
62792	23/08/2022	950.00	KILBURN PLUMBING PTY LTD repair lagging on air conditioner pipes on roof
62799	01/09/2022	320.00	KILBURN PLUMBING PTY LTD reseal penetrations on roof sheets above hallway, level 5
62800	01/09/2022	380.00	KILBURN PLUMBING PTY LTD carry out investigation of further water entry, level 5 hall
62821	27/10/2022	540.00	KILBURN PLUMBING PTY LTD investigate water leak in hall of level 5 & Lot 505
62829	22/11/2022	550.00	OC PLAN NO. 625352 water ingress repairs shared by 77 Nott, 25% share (Knight)
62834	06/12/2022	460.00	KILBURN PLUMBING PTY LTD investigate water damage to door jambs & skirting, Lot 304
62840	10/01/2023*	2160.00	KILBURN PLUMBING PTY LTD carry out roof repairs
Professional fees			**16409.00**
62736	13/04/2022	300.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 31/03/2022
62751	13/05/2022	750.00	MICHAEL JENSEN audit of financial statements, 2021
62780	11/07/2022	300.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 30/06/2022
62785	27/07/2022	6020.00	BINKS & ASSOCIATES PTY LTD disbursement fees
62811	13/10/2022	1800.00	WATERMAN GROUP (AUS) PTY LTD provide engineer consulting services
62820	13/10/2022	320.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 30/09/2022
62833	06/12/2022	699.00	MIMOR website maintenance, yearly
62854	17/01/2023*	320.00	BINKS & ASSOCIATES PTY LTD lodge BAS return, to 31/12/2022
62862	31/01/2023*	5900.00	BINKS & ASSOCIATES PTY LTD additional fees
Repairs			**3146.23**
62678	01/02/2022	100.00	ANTENNA CONNECTIONS silicone behind top & bottom plate to secure intercom plate
62699	17/02/2022	168.18	ANTENNA CONNECTIONS carry out a hard re-boot of the card reader in the lift
62729	12/04/2022	50.00	ANTENNA CONNECTIONS investigate further report of lift issues
62750	10/05/2022	798.05	OTIS ELEVATOR COMPANY PTY LTD supply & install call button & downlight
62794	23/08/2022	275.00	HARRY DROUGAS remove & re-fit glass/aluminium notice board on south wall
62794	23/08/2022	1755.00	HARRY DROUGAS repair & paint walls on ground & 3rd floor

Rubbish removal			**475.00**
62734	14/04/2022	300.00	HARRY DROUGAS remove & dispose of 2 old air conditioning units from roof
62771	05/07/2022	175.00	HARRY DROUGAS remove & dispose of 2 large air conditioning units from roof
Small item expenses			**39.27**
62723	29/03/2022	39.27	GERSHWIN MOOROOGIAH reimb., print lift posters
Spotlights/floodlights/fluoros			**53.45**
62709	03/03/2022	53.45	EC CLEANING SERVICES February, globes
Statutory requirements			**150.00**
62646	27/10/2021	150.00	BINKS & ASSOCIATES PTY LTD update registered offi ce details, obtain plan of subdivision
Surveillance equipment			**493.25**
62791	11/08/2022	210.25	MODTECH GROUP investigate CCTV system failing to operate
62812	10/10/2022	283.00	MODTECH GROUP investigate issues with NVR on level 3
Tree pruning/removal			**1254.54**
62680	01/02/2022	318.18	JOPLIN PRIME OWNERSCORP prune trees & trim shrubs
62727	05/04/2022	318.18	JOPLIN PRIME OWNERSCORP prune trees & trim shrubs
62779	14/07/2022	318.18	JOPLIN PRIME OWNERSCORP prune trees & trim shrubs
62819	13/10/2022	300.00	JOPLIN PRIME OWNERSCORP prune trees & trim shrubs
SUBTOTAL FOR RR & GE :			**59918.12**
TOTAL EXPENDITURE:			**372981.49**
Contras (recoverable expenses)			**5191.37**
62740	29/04/2022	100.00	CITY OF PORTH PHILLIP BOOKINGS bond, refunded
62741	05/07/2022	488.00	THERMAL FIRE PROTECTION isolate on 21/03 & deisolate on 21/04, charged to Lot 305
62760	31/05/2022	665.00	OWNERS CORPORATION 501393 payment in error, refunded by Kilburn
62770	27/09/2022	177.27	EPSILON SECURITY - VIC deactivate fob, charged to Lot 405
62781	18/07/2022	1761.00	FIRE RESCUE VICTORIA refunded, attend to false fi re alarm, 13/4/2022
62809	05/10/2022	509.15	D A FREE T/AS LFS LEGAL legal fees, charged to Lot 213
62841	20/12/2022	150.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 213
62841	20/12/2022	37.50	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 118
62841	20/12/2022	37.50	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 211
62841	20/12/2022	160.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 211
62841	20/12/2022	292.50	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 213
62841	20/12/2022	80.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 303
62841	20/12/2022	80.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 415
62841	20/12/2022	160.00	BINKS & ASSOCIATES PTY LTD service fee, breach of the OC Act, charged Lot 303
62845	10/01/2023*	493.45	BINKS & ASSOCIATES PTY LTD issue keys & remotes, charged lots
GST			**12807.00**
62735	13/04/2022	2504.00	AUSTRALIAN TAXATION OFFICE-EFT paid to 31/03/2022
62778	13/07/2022	1321.00	AUSTRALIAN TAXATION OFFICE-EFT paid to 30/06/2022
62818	13/10/2022	8982.00	AUSTRALIAN TAXATION OFFICE-EFT paid to 30/09/2022

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 501394 (95-101 Nott Street, PORT MELBOURNE)** HELD AT SANDRIDGE COMMUNITY CENTRE AT 1 TUCKER AVENUE, ON TUESDAY, 8TH AUGUST, 2023 AT 6.00 PM

PRESENT:	Mr D Munday (lot 101) Ms H Renehan (lot 112) Ms J Grant (lot 206) Mr A Muehl (lot 207) Ms L Purcell (lot 214) Ms J Lyons-McKinnon (lot 301) Mr G Stack (representing lot 303) Mr C Dunn (lot 305) Mr I Walker & Mr W Mollison (lot 306) Ms S Di Camillo (lot 309) Ms C Greimel (lot 404) Mr J Briffa (lot 411) Mr L Pullia (lot 412) Mr S Phillips (lot 509) Mr A Engelbrecht (lot 512) Mr S Scanlon (lot G5) In attendance Gershwin Mooroogiah representing Binks & Associates Pty Ltd, manager of the Owners Corporation.
PROXIES:	The Secretary, Ms Purcell, received the following proxies: Mr Thorrington (lot 204) appointed Gershwin Mooroogiah as proxy, Mr S Springett & Ms S Nguyen (lot 511) appointed Mr Engelbrecht as proxy.
APOLOGIES:	Ms M Kamnorokis (lot 116), Mr T Cardwell (lot 201), Ms S Lopes (lot 413), Ms R Frost (lot 415), Mr S Springett & Ms S Nguyen (lot 511) and Ms A Speranza (lot G3).
QUORUM:	Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.
VOTING:	Lots 101, 112, 204, 206, 207, 214, 301, 303, 305, 306, 309, 411, 412, 509, 511, 512, G5 were entitled to vote on all resolutions, ie. 17 votes were represented.
CHAIRPERSON:	Resolved that Gershwin Mooroogiah be appointed to chair the meeting.
MINUTES:	Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.
INTERIM RESOLUTIONS:	Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
FINANCES:	Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2022. The Owners Corporation held members' funds of $399,651.49 as at 31/12/2022, consisting of $125,545.35 in the General Fund and $274,106.14 in the Maintenance Fund.

COMMITTEE:

Resolved that the following nine (9) members be elected to serve as committee until a new committee is elected:

Mr Muehl (lot 207), Ms Purcell (lot 214), Ms Lyons-McKinnon (lot 301), Mr Stack (representing lot 303), Mr Dunn (lot 305), Mr Walker (lot 306), Mr Springett (lot 511), Mr Engelbrecht (lot 512) and Mr Scanlon (lot G5)

Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary.

It was noted that these positions will be filled at committee's first meeting or by ballot.

INSURANCES:

Resolved that the present covers of $63,499,500 for buildings, $26,989 for common contents, $20,000,000 for public liability, $5,000,000 for office bearers' liability, Nil for catastrophe cover and $100,000 for machinery breakdown appear adequate for the risk factors of the development.

Resolved to defer consideration to obtain an updated valuation of the building for insurance purposes until the next AGM.

It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

[**Manager's note:** The manager received an insurance commission of 20% of the base premium during the period from 01/01/2022-31/12/2022.]

ADMINISTRATION FUND:

Resolved to adopt an increased annual fund of $444,325.20 to service estimated expenses for the year ending 31/12/2023 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances	83,000.00
Public light & power	25,000.00
Management fees	22,170.00
Window cleaning	2,500.00
Caretaking	24,000.00
Gas	25,000.00
Common water usage	11,000.00
Waste disposal	30,000.00
Lift maintenance	9,000.00
Insurance excess	10,000.00
Essential services	14,000.00
Maintenance Fund	128,653.00
Repairs, Replacements & General Expenses	60,002.20
Total budget	**$444,325.20**

It was noted that service contracts were reviewed by the committee in conjunction with the manager earlier in 2023 and that the review led to some savings on some areas of the budget, which are reflected in the adopted budget (e.g. the electricity budget was expected to have been in the order of $34,000 in the absence of the review).

Resolved that contributions to this fund will increase to $44.43 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
101	1321.85	211	1144.15	406	1344.10
102	1199.70	212	1144.15	407	1221.90
103	1199.70	213	977.50	408	1144.15
104	1288.55	214	1299.65	409	1144.15
105	1199.70	215	1444.05	410	1144.15
106	1199.70	216	1532.90	411	955.30
107	1321.85	217	1444.05	412	1210.80
108	1644.00	218	1444.05	413	1444.05
109	1144.15	219	1299.65	414	1532.90
110	1144.15	301	1344.10	415	1532.90
111	1144.15	302	1399.60	501	1221.90
112	1144.15	303	1177.45	502	1333.00
113	977.50	304	1288.55	503	1021.95
114	1299.65	305	1588.45	504	1144.15
115	1444.05	306	1488.50	505	1388.50
116	1444.05	307	1432.95	506	1244.10
117	1444.05	308	1144.15	507	1210.80
118	1444.05	309	1233.00	508	1221.90
119	1299.65	310	1144.15	509	1133.05
201	1321.85	311	955.30	510	1488.50
202	1299.65	312	1210.80	511	1932.80
203	1199.70	313	1444.05	512	1444.05
204	1199.70	314	1444.05	513	1532.90
205	1199.70	315	1444.05	G1	1155.25
206	1199.70	401	1221.90	G2	1299.65
207	1321.85	402	1244.10	G3	1255.20
208	1644.00	403	1033.05	G4	1255.20
209	1144.15	404	1233.00	G5	1333.00
210	1144.15	405	1610.70		

Resolved not to raise an adjustment levy of $39,230.85 being the difference between the fees already invoiced and the increased fees.

Whilst the adjustment levy would assist in minimising the otherwise significant reduction of the surplus in the general fund, it was noted that a further special levy would have financial impacts on all lot owners that would be best deferred at a later time for consideration.

It was noted that the eventual costs of the car park concrete project were not yet accurately known, nor were the costs of the insurance premium. Resolved that the status of the Owners Corporation's finances be reviewed by the committee in November 2023 once those costs become more apparent and that the need for a levy be re-considered by the committee then.

CONTRACT OF APPOINTMENT:

It was noted that the Owners Corporation & Other Acts Amendment Act 2021, (OCAA), requires the Owners Corporation to enter into a contract that complies with the requirements of the Act at each AGM.

The meeting confirmed the ongoing appointment of Binks & Associates Pty Ltd as Manager of the Owners Corporation. Resolved to execute the contract for a period of one year and that two members of the Owners Corporation would execute the contract at the meeting, which was done.

REPORTS:

Maintenance plan

The Owners Corporation has the attached maintenance plan as defined under the Owners Corporations Act 2006.

It was noted that the maintenance plan would be updated to adequately cover the costs of the car park concrete project once those costs become known.

Valuation of buildings
A copy of the last valuation (dated 01/06/2022) had been sent to committee members.

Committee's report
Ms Purcell provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes.

Manager's report
The manager's activities since the last AGM were carried out as required under the Contract of Appointment. Further details were noted in the manager's report sent with the notice of meeting. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2022.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for $5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution
No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL SERVICES:

Essential building services and safety
Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Smoke (fire) detectors
Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting
Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Caretaking
The caretaking at the property is done satisfactorily by EC Property Services.

Car park concrete project
The meeting noted that the project had now progressed to tender phase following a review of the tender package by the committee and some further input from a construction lawyer and from the project manager.

It was noted that particulars in relation to the actual rectification works would be subject to the program of works to be provided by appointed contractor. Such details would be more apparent upon completion of the tender phase and upon consideration of such a program by the committee.

An amount in the order of $100,000 had already been collected of the $840,000 levy in total that had been raised on 21/07/2023. Members noted a vote of thanks to owners that had already covered their share of their levy as well as those owners that had taken the opportunity to make part payments.

[**Manager's note**: An amount in the order of $130,000 has been collected as at 16/08/2023.]

The meeting further noted that existing arrears on quarterly fees from 21 of the owners should be cleared as soon as possible to assist in cash flow management in view of not delaying the car park concrete project.

[**Manager's note**: Seven (7) lots have since cleared the balance of overdue fees on their accounts.]

Resolved that a reminder of the special levy falling due at the end of September be issued to all owners in the fourth week of August.

Additional fees
The provision of service in relation to car park concrete project is not part of our duties for which we receive a fixed fee under the Contract of Appointment. We will apply hourly charges for all our work in relation to such matters. Unless specific additional requests are made by the Owners Corporation, no site visits will be made and the tasks undertaken by us will be limited to the correspondence, obtaining quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

GENERAL BUSINESS:

Interior renovations policy
Members present were reminded of the policy previously communicated by the Owners Corporation in relation to interior renovations, involving the need for notice to be provided to the Owners Corporation Manager and the need for smoke detectors to be isolated if deemed to be a requirement.

Lift door operation
Members present were reminded that the lift doors are not to be forced open, whether by placing items on the door track or physically preventing the door to close, as this will cause the lift to break down and cause a call-out from the lift company.

Should such a call-out eventuate out of the actions of an individual associated to a particular lot, the Owners Corporation re-iterated its prior resolution that any costs associated with the activity would be on-charged to that particular lot's owner.

Costs incurred by the Owners Corporation
The Owners Corporation resolved that the relevant lot owner will be liable for paying all reasonable costs and expenses incurred by the Owners Corporation in connection with a service required or arising out of or in connection with any breach by that lot owner, or an occupier of that lot, of any obligation under the Owners Corporation Act 2006 Vic, the Regulations or the Rules. The costs, charges and expenses shall be due and payable as a debt on demand.

Debt recovery
It was resolved that the Owners Corporation may initiate legal proceedings against a lot in the Magistrates' Court or VCAT or a court of another state or Territory that corresponds to the Magistrates' Court of Victoria for outstanding fees and charges owed to the Owners Corporation. The relevant lot owner shall be liable for all costs associated with recovering the money owed, including solicitors' fees.

The meeting further noted that the Owners Corporation may charge interest on any amount payable by a lot owner that is still outstanding after the due date for payment at the rate payable under the Penalty Rates Act 1983 Vic.

The Manager of the Owners Corporation and/or the Committee shall have the power, pursuant to this resolution, to appoint a solicitor to act on behalf of the Owners Corporation in relation to any necessary debt recovery action to be taken, including making a creditor's demand under the Corporations Act 2001.

There being no further business the meeting closed at 6.38pm.

.....
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

‘TAROONA’
95-101 Nott Street, Port Melbourne
P.S. 501394H Body Corporate 1
ADDITIONAL BODY CORPORATE RULES

INTERPRETATION:

“Act” means Subdivision Act 1988 (Vic).

“Body Corporate” means Body Corporate No. PS501394H

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“Building” means all and any buildings, structures or improvements comprised in the Development.

“Common Property” means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

“Development” means all the land and improvements comprised in the Plan of Subdivision and known as ‘Taroona’ 95-101 Nott Street, Port Melbourne.

“Lot” means a Lot on the Plan of Subdivision.

“Manager” means the Company for the time being appointed by the Body Corporate as its Manager and a reference in these rules to the Body Corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“Occupier” means any person occupying or in possession of a Lot and can include a Member.

“Plan of Subdivision” means Plan of Subdivision No 501394H.

“Proprietor” means the registered owner of a Lot on the Plan of Subdivision.

“Regulations” means the Subdivision (Body Corporate) Regulations 2001 (Vic.).

“Security Key” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the Common Property.
Unless the context otherwise requires:

(i) headings are for convenience only;

(ii) words imparting the singular include the plural and vice versa;

(iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other Body Corporate and any governmental authority; and

(iv) References to any gender include the others.

(v) a reference to a thing includes part of that thing.

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

1. SUPPORT AND PROVISION OF SERVICES

1.1 Except for the purposes of maintenance and renewal and with the written consent of the Body Corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the Common Property so that:

(i) any support or shelter provided by that lot or the Common Property for any other lot or the Common Property is interfered with;

(ii) the structural and functional integrity of any part of the Common Property is impaired; or

(iii) the passage or provision of services through the lot or the Common Property is interfered with.

1.2 Without derogating from the provisions of rule 1.1 each member, proprietor or occupier of a lot acknowledges and agrees that the Body Corporate may employ an air-conditioning contractor and other maintenance contractors to maintain the air-conditioning plant and equipment and all other plant and equipment of the Development and in carrying out such maintenance such contractors shall without obtaining any consent or permission of any member, proprietor or occupier have and be entitled to at all times rights of access on or over a members, proprietors or occupiers lot or on or over any part of the Common Property..

1.3 A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

2.1 A proprietor or occupier of a lot must not:

(a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using Common Property; or

(b) obstruct the lawful use of Common Property by any person; or

(c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 6pm and 7am on weekdays or on weekends at all.

2.2 A proprietor or occupier of a lot when on Common Property (if on any part of a lot so as to be visible from another lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using Common Property.

2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time.

2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the Common Property, skateboards, bicycles, rollers skates or roller blades.

2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the Common Property.

2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

3.2 A proprietor or occupier of a lot must keep all balconies clean, tidy and well maintained.

3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The Body Corporate reserves its right to clean any area and charge the proprietor for the cost incurred.

3.4 A proprietor must clean all their own windows and balustrades.

4. DAMAGE TO COMMON PROPERTY

4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Body Corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks that would void the Body Corporate's insurance policy.

5. MOVING OF CERTAIN ARTICLES

5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through Common Property without first obtaining the written consent of the Body Corporate or its Manager.

5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Body Corporate, the Manager or the Manager's representative.

5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by the Body Corporate.

6. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

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

6.2 A proprietor or occupier of a lot must not, without the written authority of the Body Corporate or its Manager, interfere with the operation of any equipment installed on the Common Property.

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

6.4 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Body Corporate.

7. SECURITY OF COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the Common Property.

7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property.

8. NOTIFICATION OF DEFECTS

8.1 A proprietor or occupier of a lot must promptly notify the Body Corporate or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Body Corporate.

9. COMPENSATION TO BODY CORPORATE

9.1 The proprietor or occupier of a lot shall compensate the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

10.1 The Body Corporate may take measures to ensure the security and to preserve the safety of, the Common Property and the lots affected by the Body Corporate from fire or other hazards and without limitation may:

(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 to or use by proprietors or occupiers of any part of the Common Property.

(b) permit, to the exclusion of proprietors and occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;

(c) restrict by means of key or other security device the access of proprietors or occupiers; and

(d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

11. SECURITY KEYS

11.1 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Body Corporate.

11.2 A proprietor or occupier of a lot in possession of a security key must not without the Body Corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the Body Corporate.

11.3 A proprietor or occupier of a lot must promptly notify the Body Corporate if a security key issued to him is lost or destroyed.

12. GARBAGE

12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Body Corporate from time to time but otherwise:

(a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Body Corporate;

(b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate;

(c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage area.

(d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Body Corporate, Manager or Representative of the Manager.

13. STORAGE OF FLAMMABLE LIQUIDS

13.1 A proprietor or occupier of a lot must not:

(a) except with the written consent of the Body Corporate, use or store on the lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposed or in the fuel tank of a motor vehicle; or

(b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate.

14. PETS AND ANIMALS

14.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the Common Property after being given notice by the Body Corporate to remove such animal once the Body Corporate has resolved that the animal is causing a nuisance.

14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be leashed, muzzled and carried through the common areas including the lifts at all times.

14.4 Pets and animals can only enter and exit the property by way of the car park.

15. CONSENT OF BODY CORPORATE

15.1 A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

16.1 Any complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Body Corporate.

17. RECOVERY BY BODY CORPORATE:

17.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these Rules by any Member or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member or Occupier of the Lot at the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Body Corporate pursuant to the Act or Regulations.

17.2 Where levies and any other charges are owed to the Body Corporate after the due date then the Body Corporate will charge interest on the overdue amount (from the due date designated by the Manager) at a rate of 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a vehicle on Common Property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Body Corporate.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Body Corporate and the Body Corporate reserves the right to remove offending vehicles, trailer or motor cycles.

18.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil stains to the car park or other part of the Common Property.

18.4 Parking spaces cannot be purchased by or leased to non residents.

18.5 Parking spaces cannot be used for anything other than for the parking of vehicles, trailers or similar.

19. BICYCLES

19.1 A proprietor or occupier of a lot must not:

(a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate or its Manager for such purpose ;

(b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate or its Manager from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the Body Corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Body Corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

22. SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the Common Property or lot where it can be seen from any exterior position, except as required by law.

22.2 A proprietor or occupier of a lot must not install or hang curtains, blinds or other window furnishings unless such curtains, blinds or other window furnishings are 25mm aluminum blade Venetian blinds in “alabaster 406 colour” (Hunter Douglas Code).

22.3 A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the Body Corporate.

22.4 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the Common Property or their lot.

23. BALCONY LIGHTS

23. A proprietor or occupier of a lot must replace all blown or broken balcony light bulbs within twenty-four (24) hours.

24. WINDOW TINTING

24.1 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

25. PAINTING, FINISHING, ETC

25.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their lot.

26. CLOTHES DRYING AND APPEARANCE OF A LOT

26.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;

26.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Body Corporate. (The Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development Lot);

26.3 A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other proprietors or occupiers occurs.

27. MAIL

27.1 A proprietor or occupier must keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a proprietor or occupier be absent for any reason for any period of more than one night. This requirement may be waived upon request made to the Body Corporate in writing not less than seven days prior to the date or dates for which such waiver is required.

28. COMPLIANCE WITH RULES BY INVITEES

28.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.

28.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

28.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Body Corporate for entry and exit. A proprietor of a lot covenants that in the event the lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the lot and at any other time when the rules are amended.

29. COMPLIANCE WITH LAWS

29.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

29.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

30. BUILDING WORKS

30.1 A Proprietor of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

(a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(b) the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other proprietors or occupiers;

30.2 The Proprietor of a lot must not proceed with any such works until the Proprietor:

(a) submits to the Body Corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request, and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner engaged by the Body Corporate to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and

(d) pays such reasonable costs to the Body Corporate.

30.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

30.4 Without limiting the generality of rule 30.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building or any part of the Common Property;

(b) scaffolding must not be erected on the Common Property or the exterior of the Building;

(c) construction work must comply with all laws of the relevant Government Agencies;

(d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

30.5 Before any of the Proprietor's works commence the Proprietor must:

(a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate.

30.6 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Body Corporate in the case of the Common Property.

30.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the Body Corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying.

31. CONDUCT OF MEETING

31.1 The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

32. FURNITURE AND HOUSEHOLD EFFECTS

A proprietor or occupier of a lot must prior to bringing or moving any furniture or other household belongings into or out of a Lot give to the Manager at least 1 Business Day's notice and comply with all requirements of the Manager relating thereto.

33. VISITOR CAR SPACES

Visitor car spaces are for visitors only and a proprietor or occupier of a Lot must ensure that any visitor car spaces are used only for temporary visitor parking. Any vehicle parked in any visitor car spaces in contravention of this rule may at the discretion of the Manager be removed and towed away.

34. VOTING RIGHTS

All Proprietors agree that if any Proprietor is overdue in the payment of any money owing to the Body Corporate whatsoever that Proprietor shall have no voting rights in respect of any matter or thing relating to the Body Corporate or to the Development until such time as all monies owing have been paid in full.

35. CONTACT INFORMATION

A Proprietor or occupier of each lot must give to the Manager and keep current its contact information including full name, postal address, telephone number, facsimile number and mobile telephone number.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of common property

4.1 Use of common property

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

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

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

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

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

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

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

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

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT
Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION
This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT
The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND
The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT
The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT
If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. RIGHTS AND OBLIGATIONS
This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET
a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.
b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.
c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.
d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS
a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.
b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.
c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.
d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.
e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:
    1. The RENTER cannot meet the cost of the repairs; or
    2. The cost of repairs is more than $2,500; or
    3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.
f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES

2.3.1. Electrical safety checks
a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.
b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities
This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.
a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.
b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities
a) The RENTAL PROVIDER must ensure that-
    i. any smoke alarm is correctly installed an in working condition; and
    ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
    iii. the batteries in each smoke alarm are replaced as required.
b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.
c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-
    i. information about how each smoke alarm in the premises let operates;
    ii. information about how to test each smoke alarm in the premises let;
    iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.
d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.

2.3.4. Swimming pool barrier safety activities
These safety-related activities only apply if the premises let contains a swimming pool.
a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.
b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.
d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and windows locks.

b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER agrees:
a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act 1997 – Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Mr Rick & Mrs Vicky Allen**	
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**	
	Business Address:	**19 Station St, Oakleigh VIC 3166**	
	Telephone:	**(03) 9017 5881**	
	Email:	**info.oakleigh@xynergy.com.au**	
	ABN:	**92 429 507 215**	
		Name	Email
RENTER	RENTER	**Carla Michelle Raines**	**misscarlamichelle@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **314/99 Nott Street, PORT MELBOURNE, VIC, 3207**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **11/02/2023** End date**: 10/02/2024**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT
$1,890.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **10th** of each month
Date first rent payment due **10/02/2023**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,825.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Signature of AGENT on behalf of the RENTAL PROVIDER — **Nicholas Nur Putra** *Name* — *Date* Jan 13, 2023

RENTER

Carla Raines (Jan 16, 2023 17:18 GMT+11)

Signature of RENTER — **Carla Michelle Raines** *Name* — *Date* Jan 16, 2023

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 13 January 2023

PT825_LR

Final Audit Report 2023-01-16

Created:	2023-01-13
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIG7M6ifCblmSC7IAZ8pIm-k-Q6aYhja0

"PT825_LR" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2023-01-13 - 3:49:32 AM GMT- IP address: 117.54.109.8

Document emailed to pm3.oa@xynergy.com.au for signature
2023-01-13 - 3:50:27 AM GMT

Email viewed by pm3.oa@xynergy.com.au
2023-01-13 - 3:50:34 AM GMT- IP address: 66.249.84.218

Signer pm3.oa@xynergy.com.au entered name at signing as Nicholas Nur Putra
2023-01-13 - 4:15:45 AM GMT- IP address: 103.79.105.168

Document e-signed by Nicholas Nur Putra (pm3.oa@xynergy.com.au)
Signature Date: 2023-01-13 - 4:15:47 AM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to misscarlamichelle@gmail.com for signature
2023-01-13 - 4:15:49 AM GMT

Email viewed by misscarlamichelle@gmail.com
2023-01-14 - 1:54:43 AM GMT- IP address: 66.249.84.221

Email viewed by misscarlamichelle@gmail.com
2023-01-16 - 5:46:52 AM GMT- IP address: 66.249.84.214

Signer misscarlamichelle@gmail.com entered name at signing as Carla Raines
2023-01-16 - 6:18:17 AM GMT- IP address: 118.127.104.58

Document e-signed by Carla Raines (misscarlamichelle@gmail.com)
Signature Date: 2023-01-16 - 6:18:19 AM GMT - Time Source: server- IP address: 118.127.104.58- Signature captured from device with phone number XXXXXXX2140

Agreement completed.
2023-01-16 - 6:18:19 AM GMT