Contract of Sale of Land

Property:

Unit 409, 144 CLARENDON Street, Southbank VIC 3006

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:081011

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: **Oconnell Property Nominees Pty Ltd**

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: Oconnell Property Nominees Pty Ltd

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: 081011

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	11392	Folio	756	409	PS 640985E

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 409, 144 CLARENDON Street, Southbank VIC 3006

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 409, 144 CLARENDON STREET, SOUTHBANK VIC 3006

Vendor's name	Oconnell Property Nominees Pty Ltd	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 11392 FOLIO 756 Security no : 124108474051C
Produced 21/08/2023 11:49 AM

LAND DESCRIPTION

Lot 409 on Plan of Subdivision 640985E.
PARENT TITLES :
Volume 05893 Folio 462 Volume 08124 Folio 495 Volume 08831 Folio 020
Volume 11229 Folio 207 Volume 11304 Folio 242
Created by instrument PS640985E 04/12/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
OCONNELL PROPERTY NOMINEES PTY LTD of 4/101 GIPPS STREET EAST MELBOURNE VIC 3002
AK192588B 18/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK192589Y 18/02/2013
WESTPAC BANKING CORPORATION

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 PS640985E 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 409 144 CLARENDON STREET SOUTHBANK VIC 3006

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS640985E
OWNERS CORPORATION 2 PLAN NO. PS640985E

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	**PS640985E**
Number of Pages (excluding this cover sheet)	**21**
Document Assembled	**29/08/2023 12:05**

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 29/08/2023 12:04 Page 1 of 21

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.	LRS use only	Plan Number
	EDITION 3	PS 640985E

Location of Land

Parish: MELBOURNE SOUTH
CITY OF SOUTH MELBOURNE

Township: –

Section: 1

Crown Allotment: 8(PT) & 9(PT)

Crown Portion: –

Title Reference: VOL 5893 FOL 462 VOL 8124 FOL 495
VOL 8831 FOL 020 VOL 11229 FOL 207
VOL 11304 FOL 242

Last Plan Reference: LOT 1 ON TP 249730J, LOT 1 ON TP 513196G
LOT 1 ON TP 707071X, LOT 1 ON TP 946544T
LOT 1 ON TP 948347K

Postal Address: 144 – 150 CLARENDON STREET,
(at time of subdivision) SOUTHBANK, 3006

MGA Co-ordinates E 320 330
(of approx. centre of land in plan) N 5 811 150 Zone: 55

Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref:

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
(ii) The requirement has been satisfied.
(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal
Date / /

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

Council Delegate
Council Seal
Date / /

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. P0329/2012

Depth Limitation DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE: ALL BOUNDARIES

ALL SLABS, BEAMS AND COLUMNS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN CP No.1, UNLESS OTHERWISE NOTED.

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND CP No. 2 AND INCLUDES THE STRUCTURES THAT DEFINE THESE BOUNDARIES

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY.

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) **94, 269 & 362**
In Proclaimed Survey Area No. –

/// /// /// – DENOTES STRUCTURE (NON BOUNDARY)
B – BALCONY
T – TERRACE
P – UNDERSIDE OF PROJECTION
CP No.1 – COMMON PROPERTY No.1
CP No.2 – COMMON PROPERTY No.2

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

THIS IS A SPEAR PLAN

Easement Information

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

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of

LRS use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 29 / 11 / 12

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 20 sheets

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

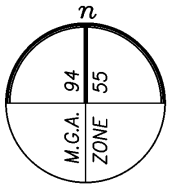
..... DATE / /
COUNCIL DELEGATE SIGNATURE

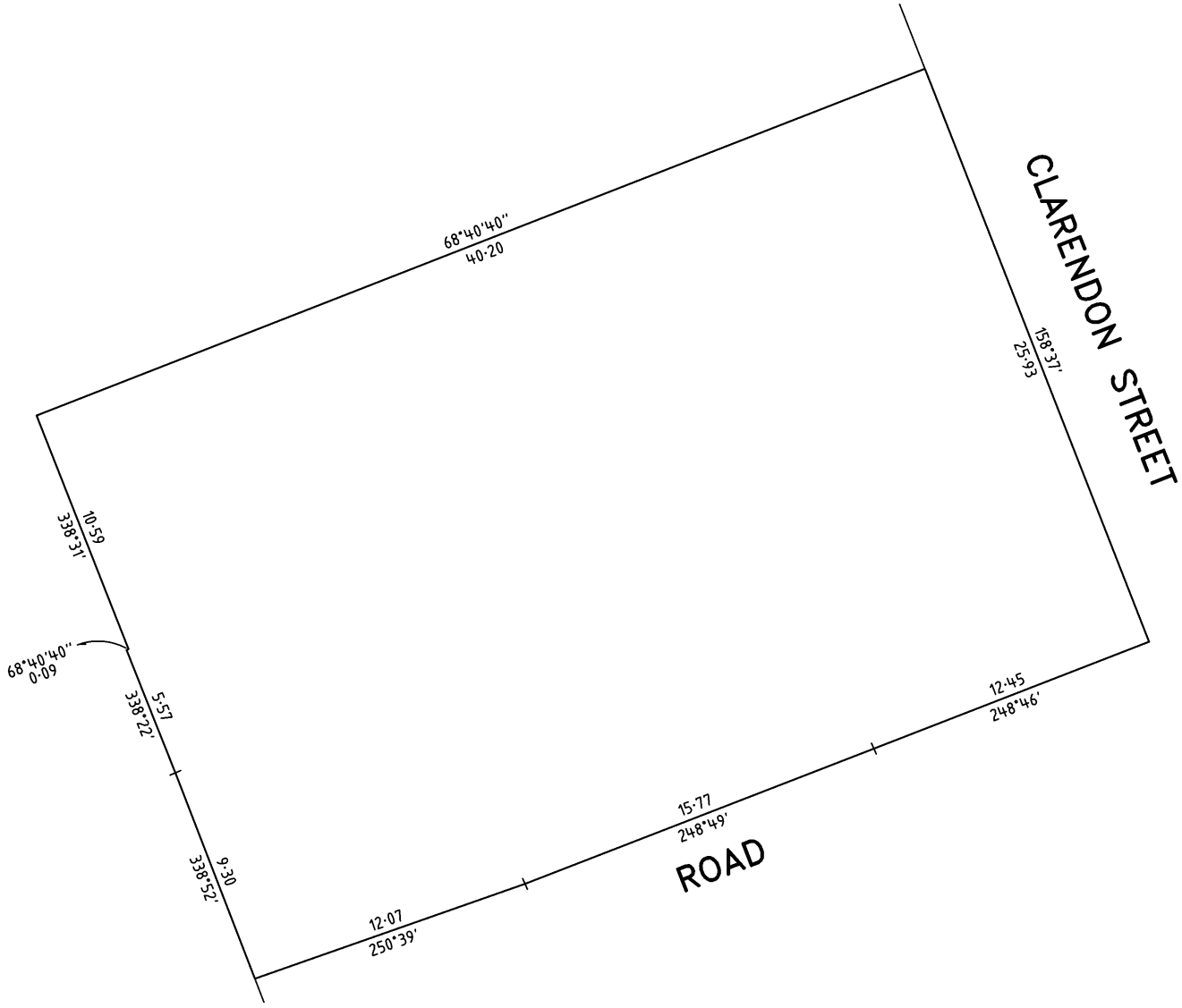
Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





SITE DIAGRAM
DIAGRAM 1

Sheet 2

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

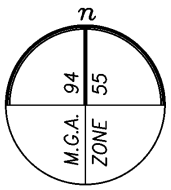
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH
12/11/12 VERSION H

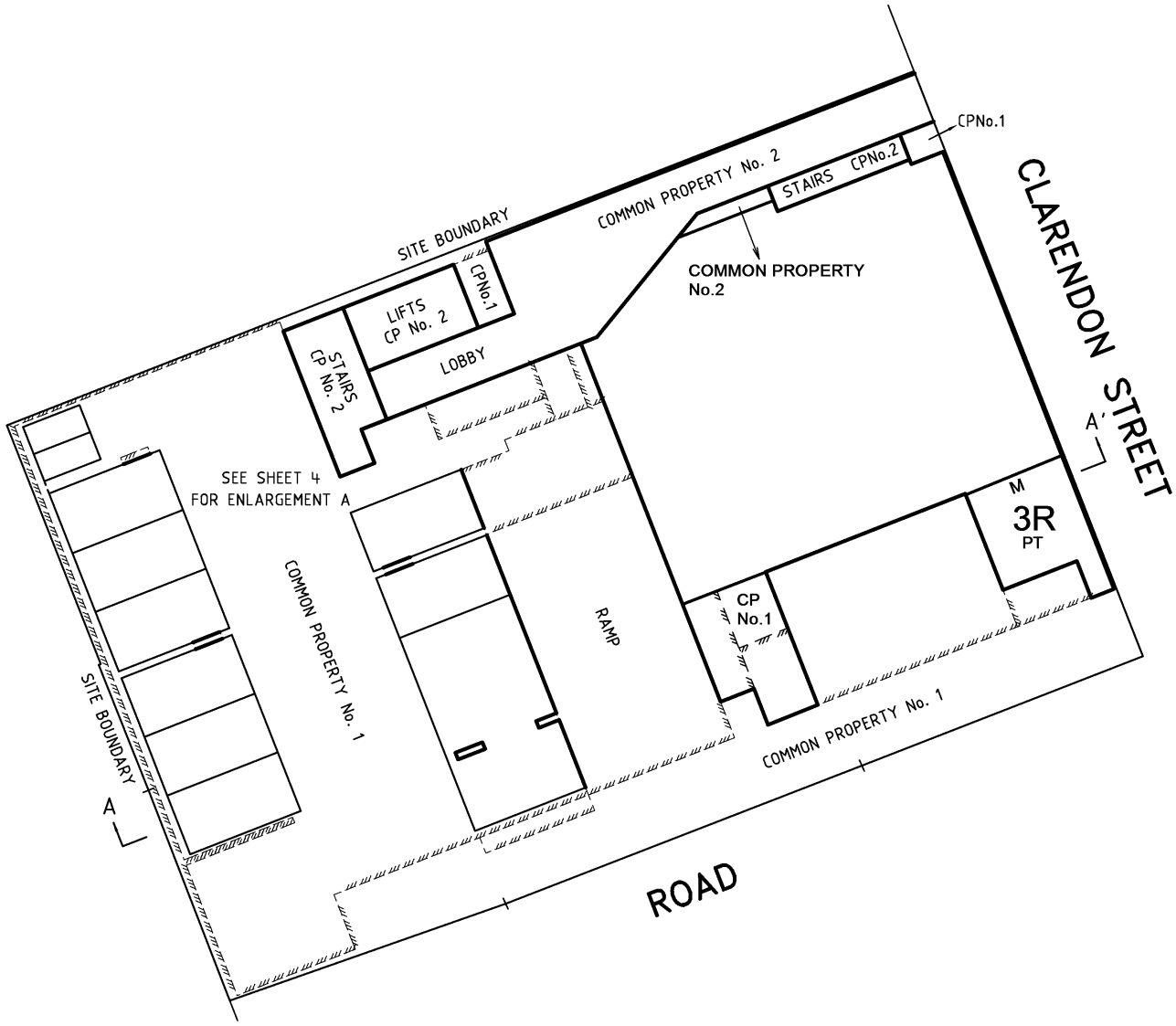
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 2 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





GROUND FLOOR
DIAGRAM 2

Sheet 3

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 3 of 21
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 4 of 21

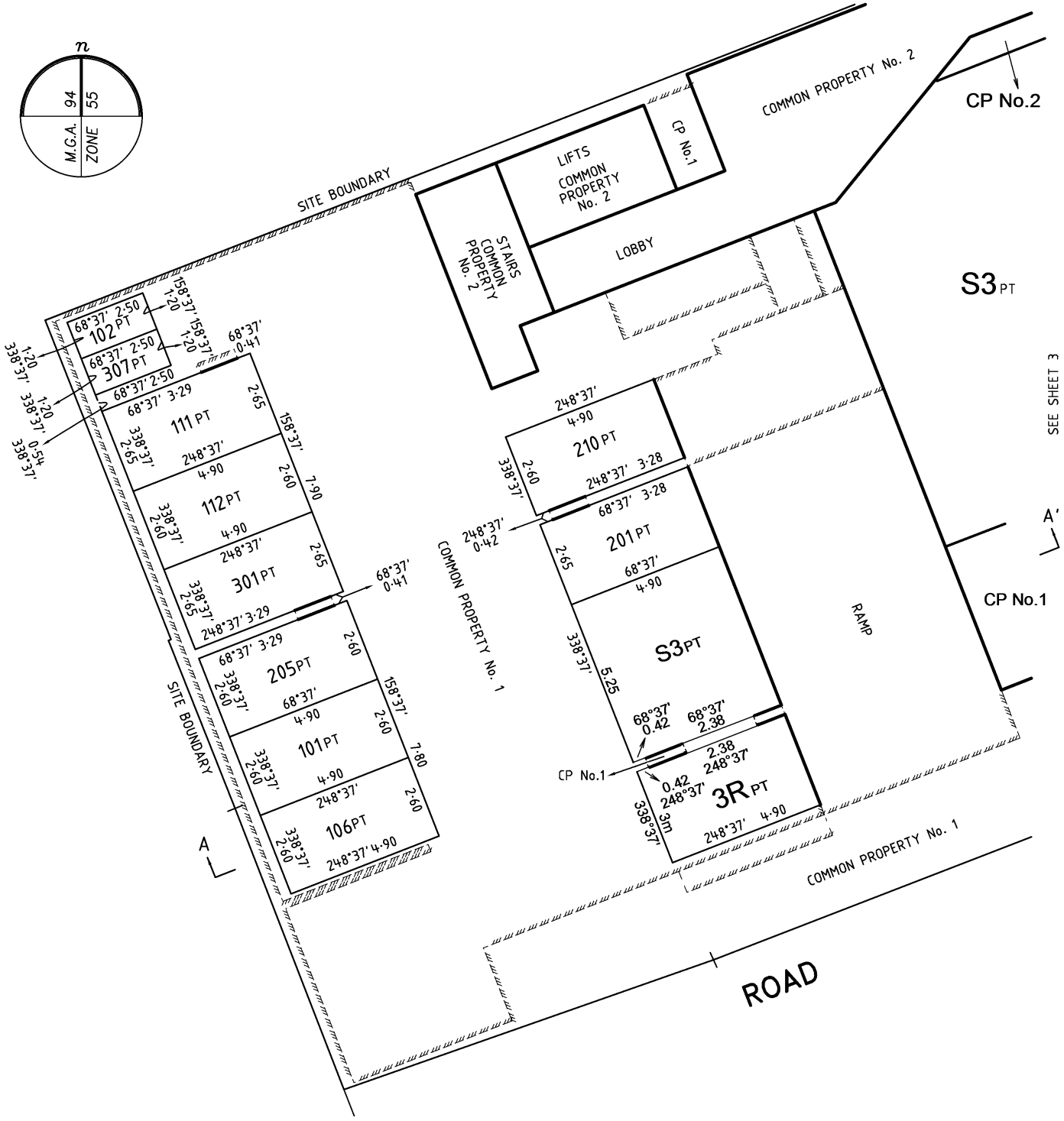
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 640985E



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

GROUND FLOOR (PART)
ENLARGEMENT A

Sheet 4

ORIGINAL

SCALE 1:125

SHEET SIZE A3

SCALE 1:25 0 2·5 5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7310003 DWG 731000GH 12/11/12 VERSION H

DATE / /

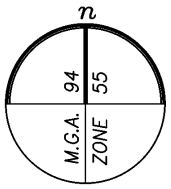
COUNCIL DELEGATE SIGNATURE

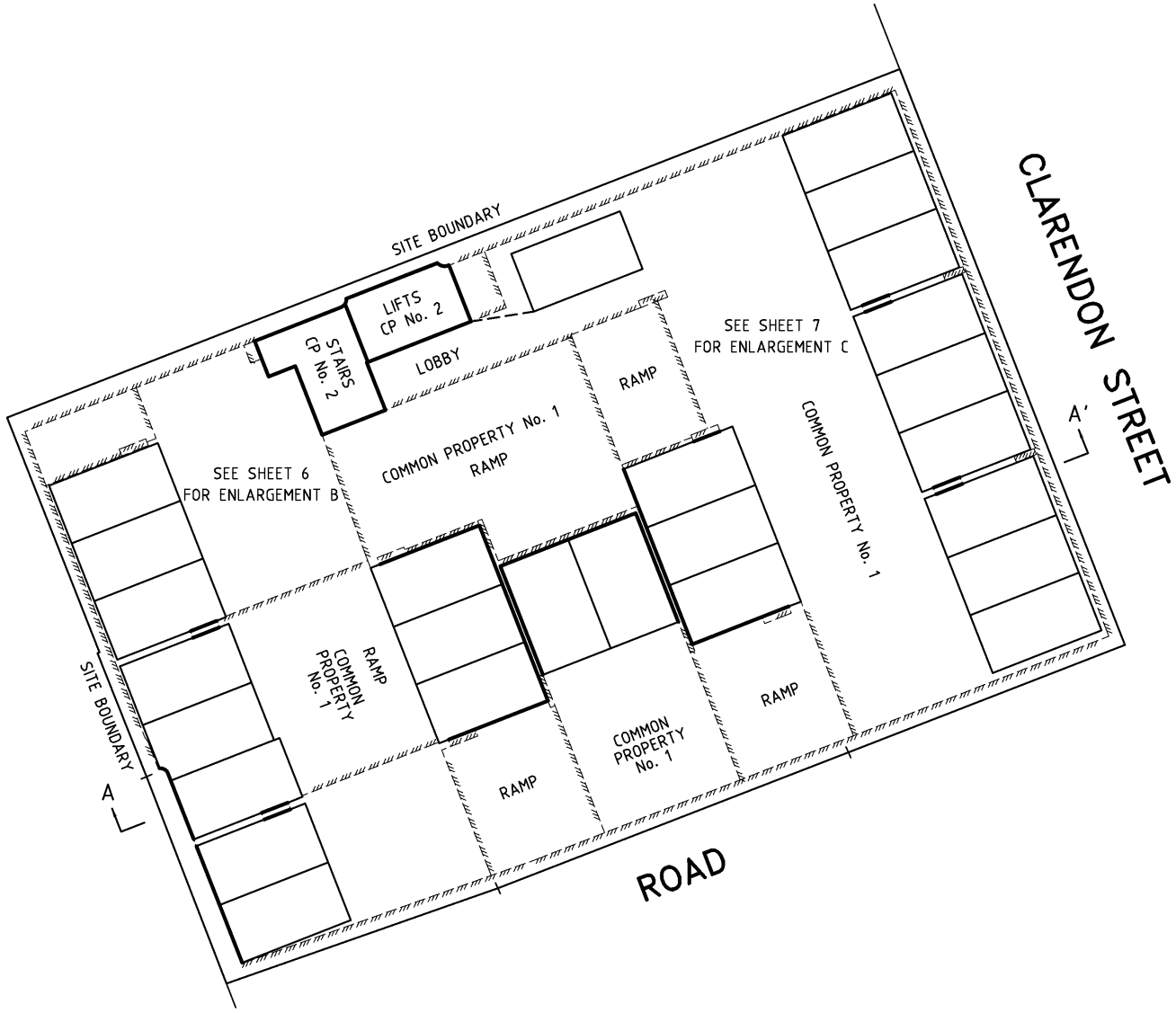
Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





BASEMENT LEVEL 1
DIAGRAM 3

Sheet 5

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 5 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 6 of 21

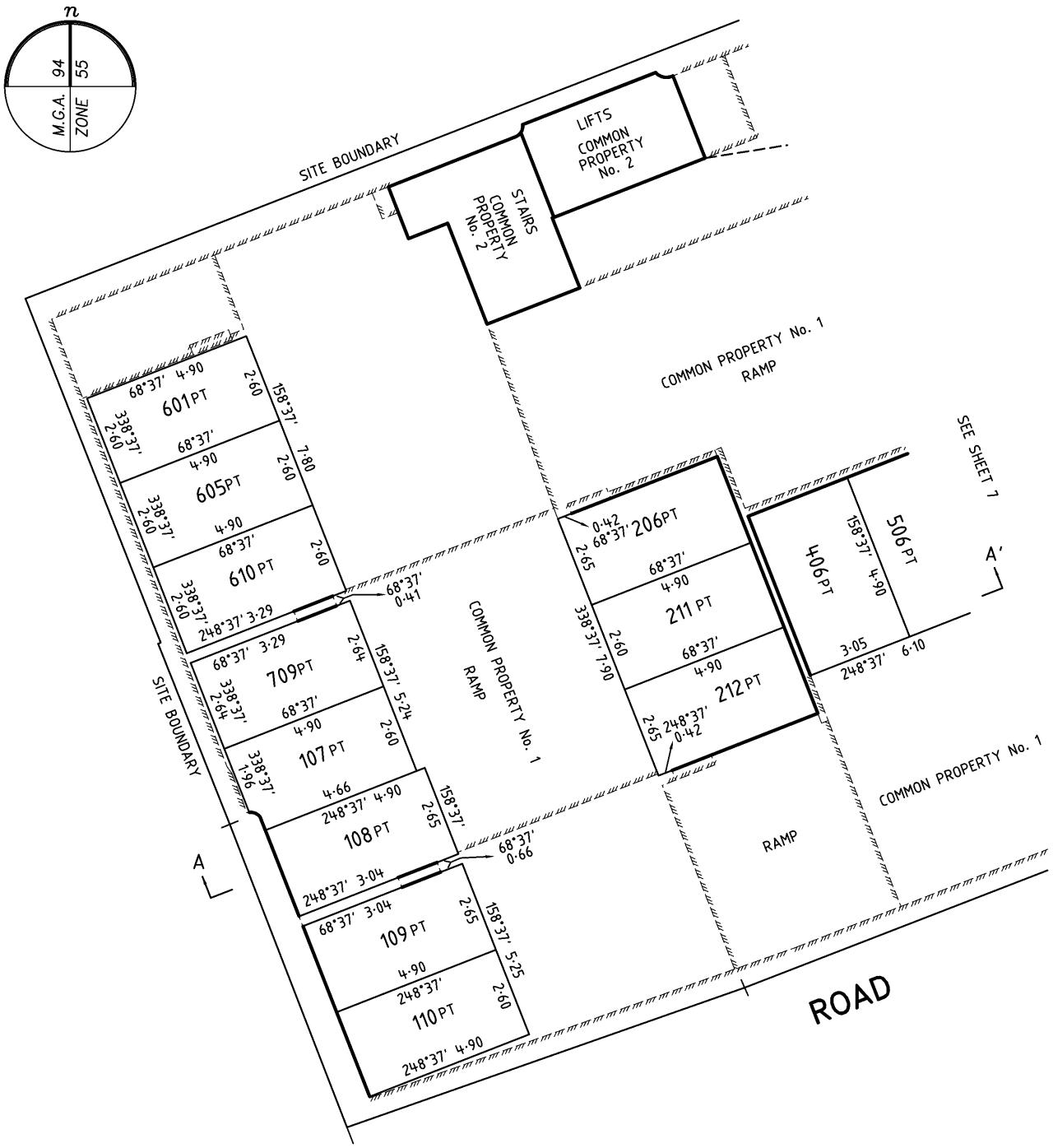
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 640985E



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 1 (PART)
ENLARGEMENT B

Sheet 6

ORIGINAL

SCALE 1:125

SHEET SIZE A3

SCALE 1·25 0 2·5 5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7310003 DWG 731000GH 12/11/12 VERSION H

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 7 of 21

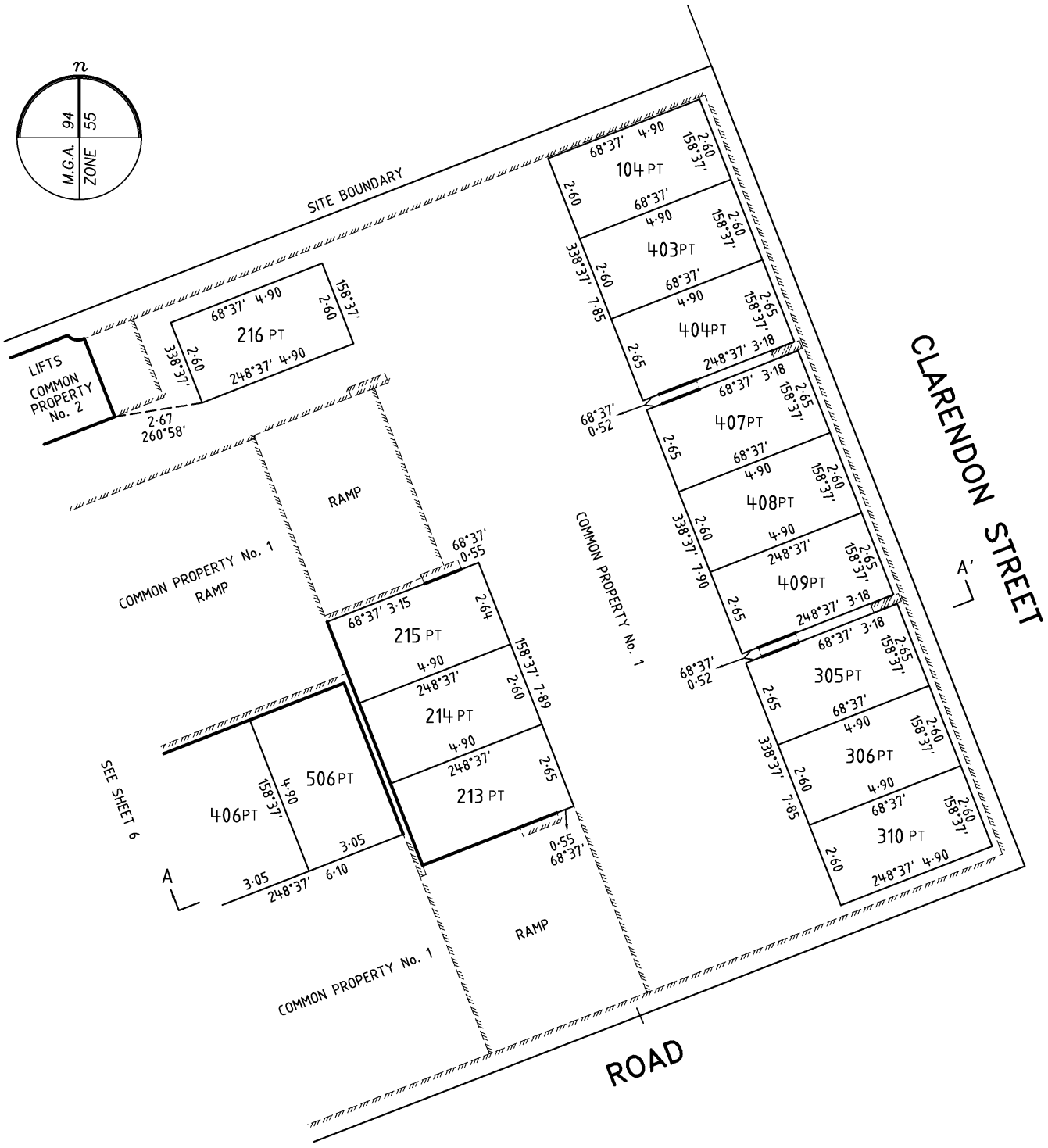
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 640985E



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 1 (PART)
ENLARGEMENT C

Sheet 7

ORIGINAL

SCALE 1:125

SHEET SIZE A3

SCALE 1·25 0 2·5 5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7310003 DWG 731000GH 12/11/12 VERSION H

DATE / /

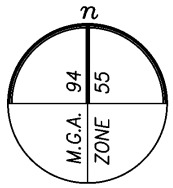
COUNCIL DELEGATE SIGNATURE

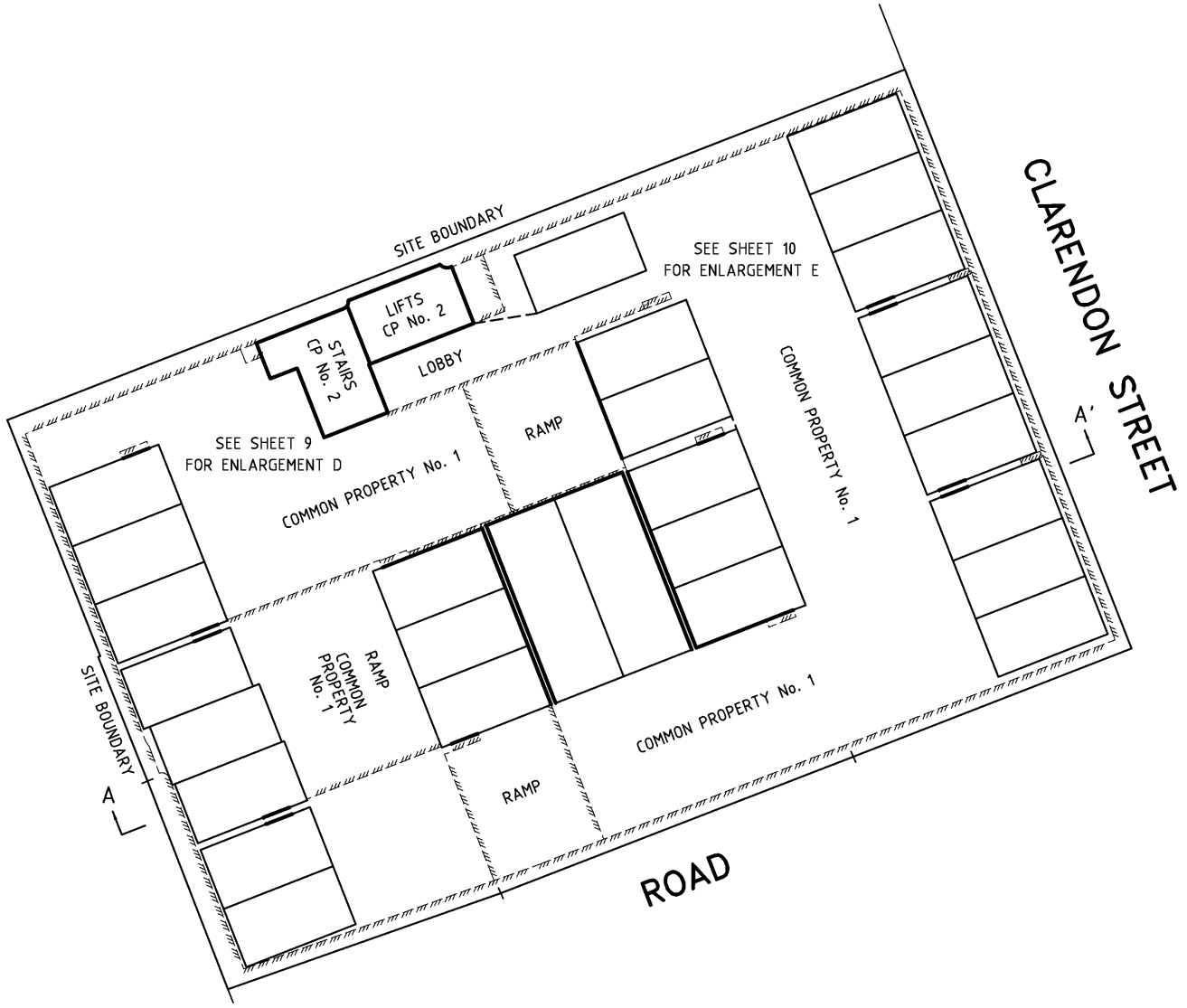
Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





BASEMENT LEVEL 2
DIAGRAM 4

Sheet 8

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH
12/11/12 VERSION H

DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 8 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 9 of 21

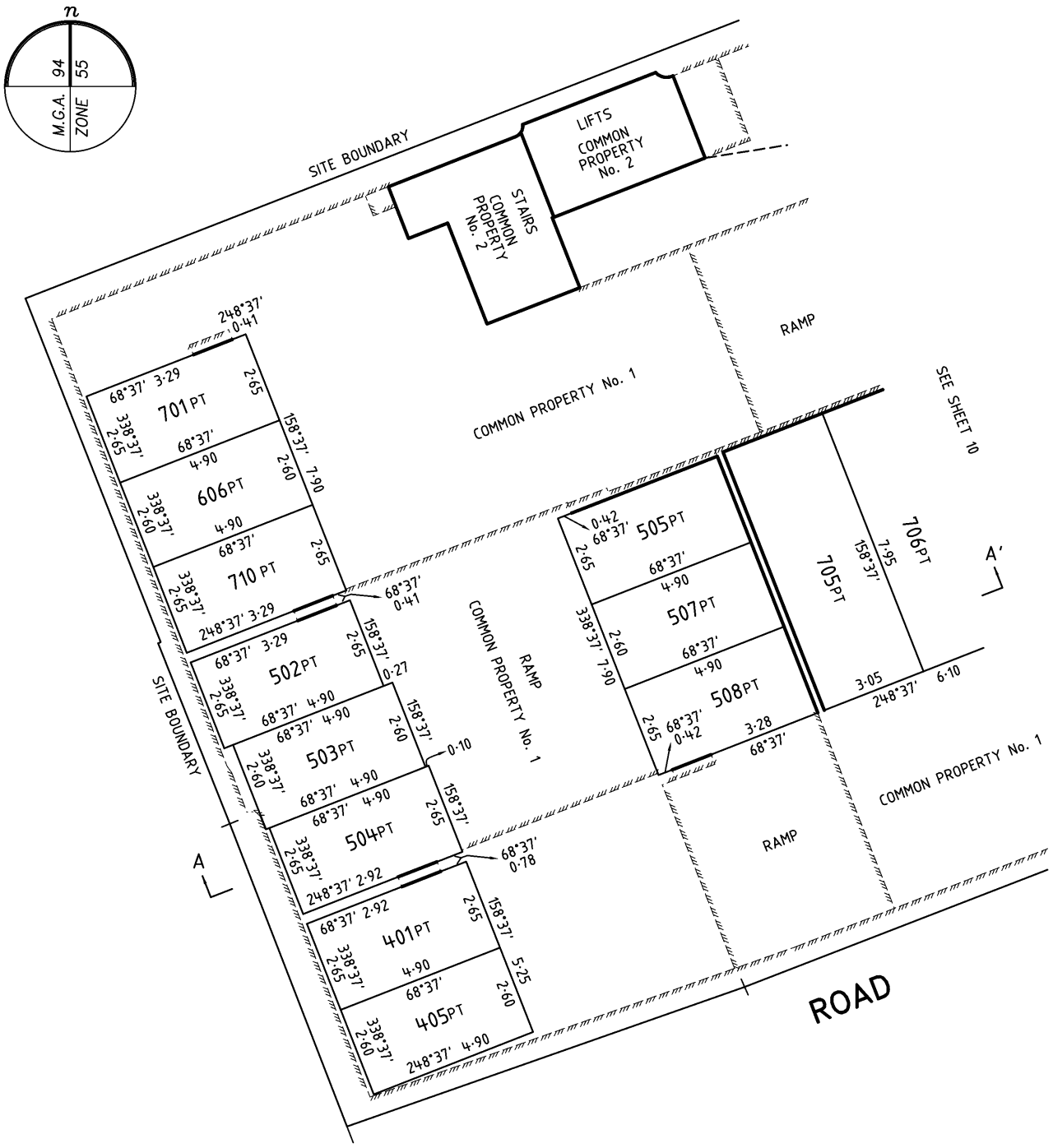
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 640985E



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 2 (PART)
ENLARGEMENT D

Sheet 9

ORIGINAL

SCALE 1:125

SHEET SIZE A3

SCALE 1·25 0 2·5 5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7310003 DWG 731000GH 12/11/12 VERSION H

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

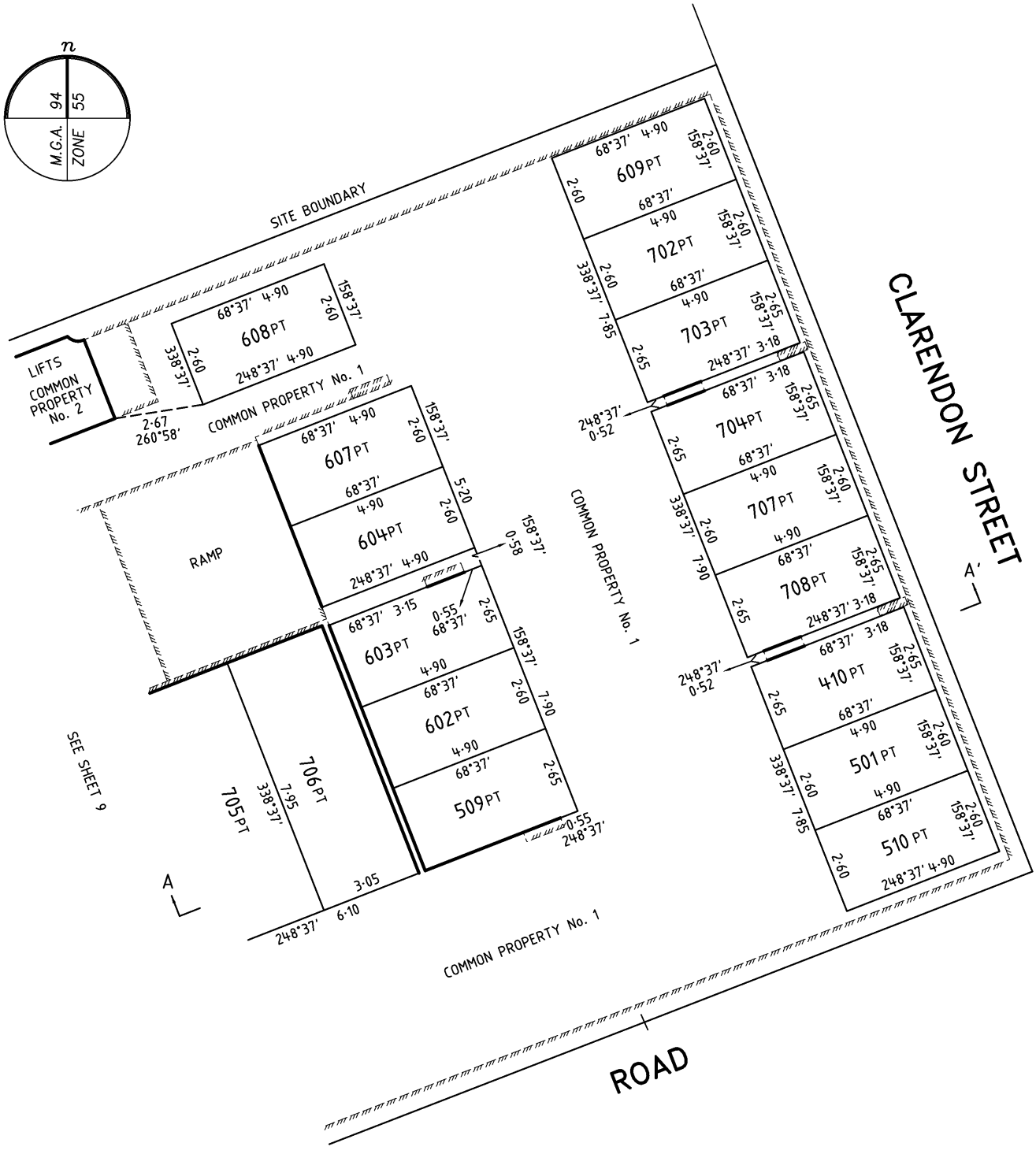
Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 10 of 21

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 640985E



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

BASEMENT LEVEL 2 (PART)
ENLARGEMENT E

Sheet 10

ORIGINAL

SCALE 1:125

SHEET SIZE A3

SCALE 1·25 0 2·5 5

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7310003 DWG 731000GH 12/11/12 VERSION H

DATE / /

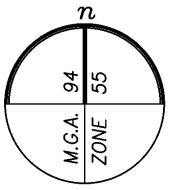
COUNCIL DELEGATE SIGNATURE

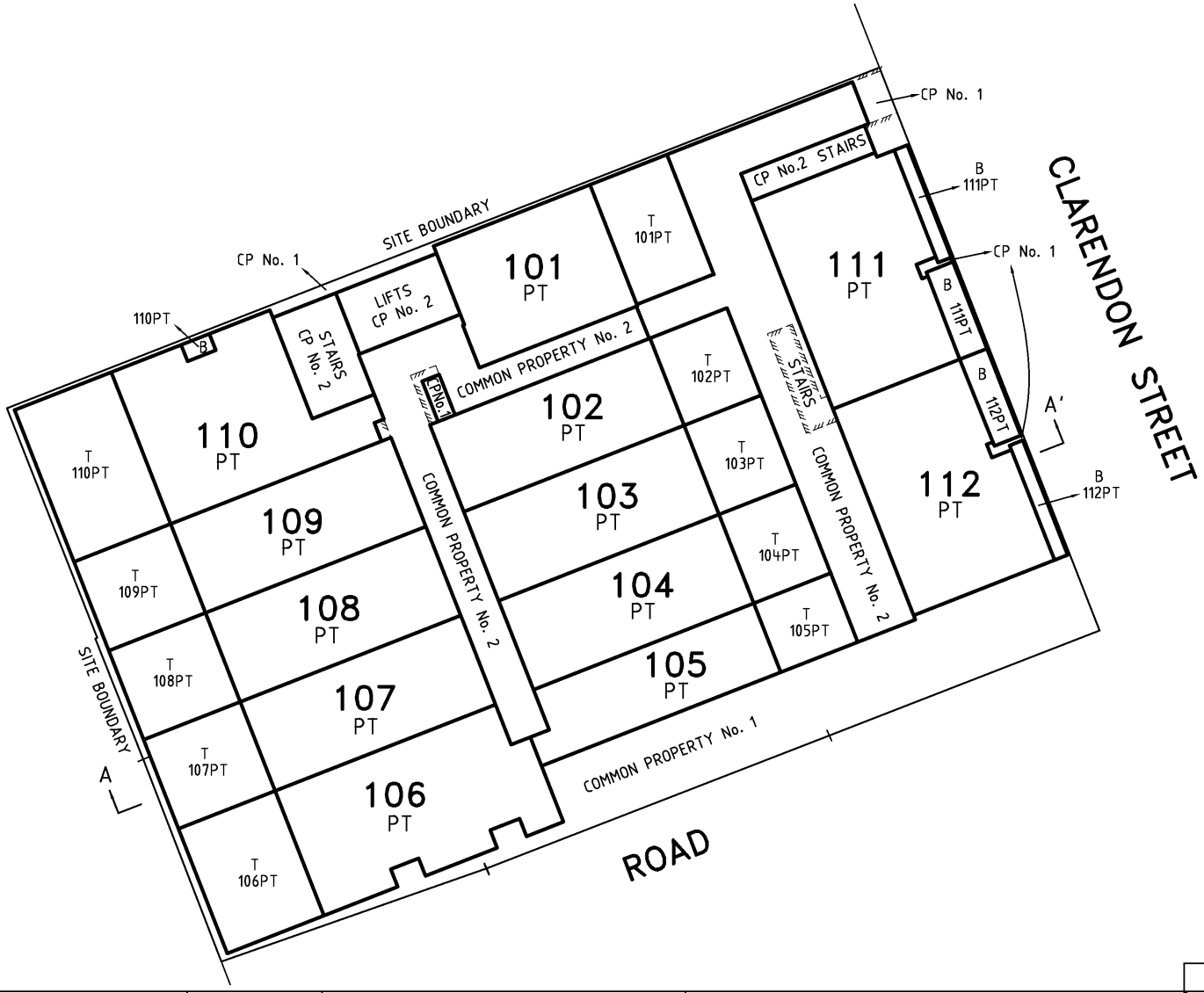
Original sheet size A3

Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 1
DIAGRAM 5

Sheet 11

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

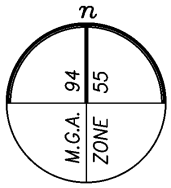
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

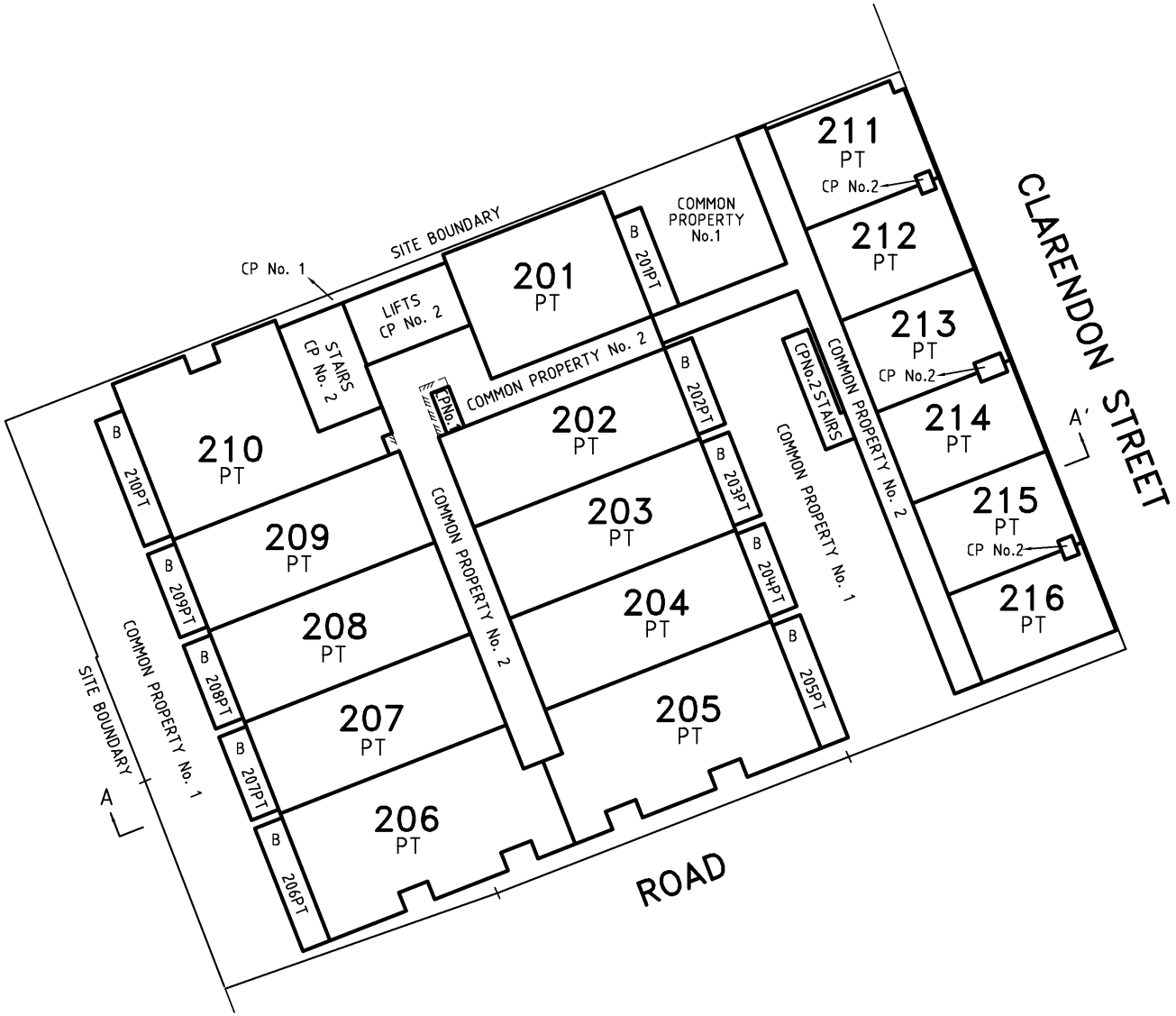
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 11 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 2
DIAGRAM 6

Sheet 12

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

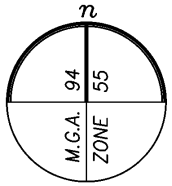
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

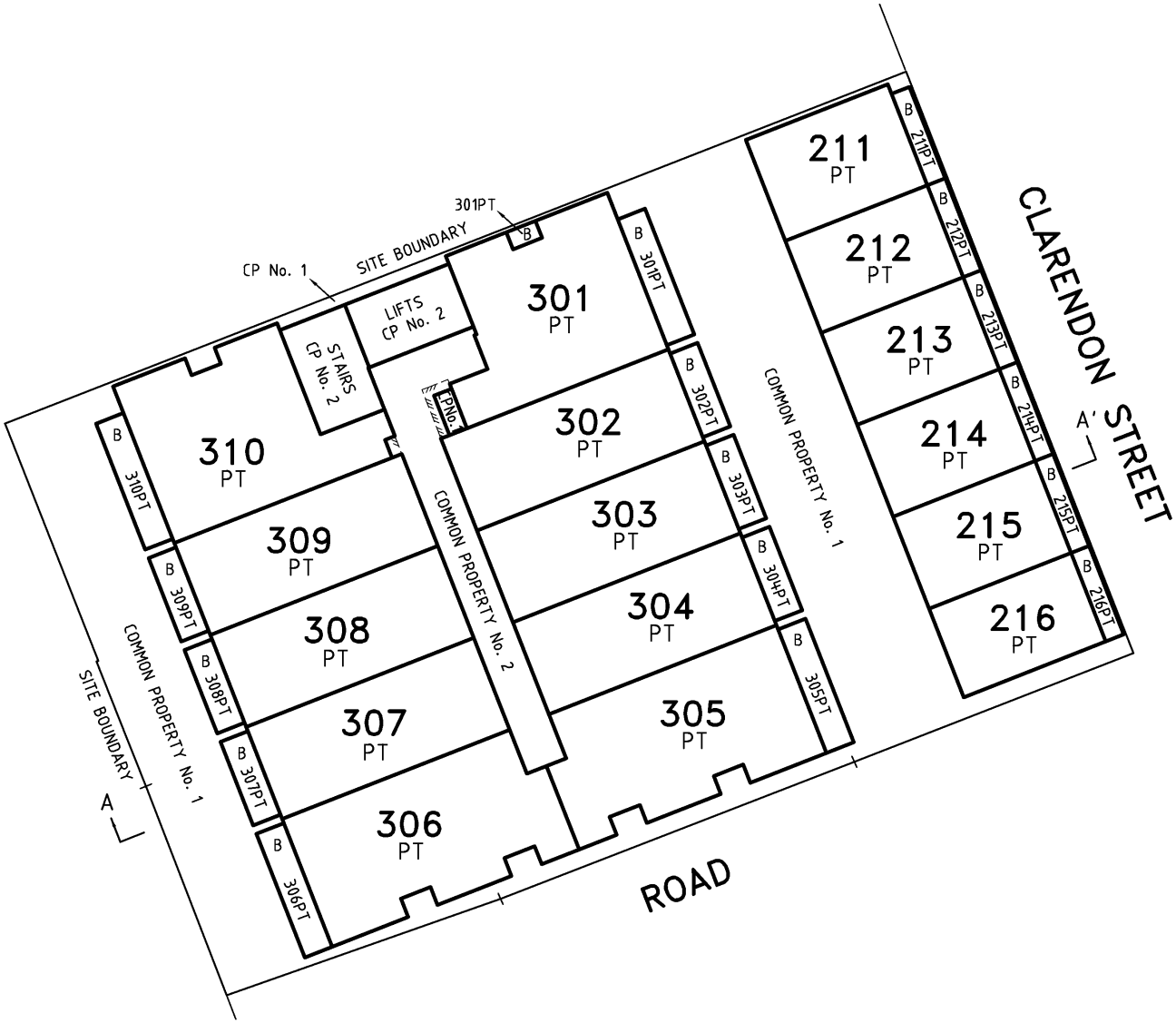
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 12 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 3
DIAGRAM 7

Sheet 13

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

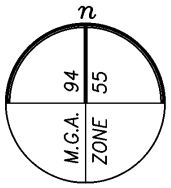
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

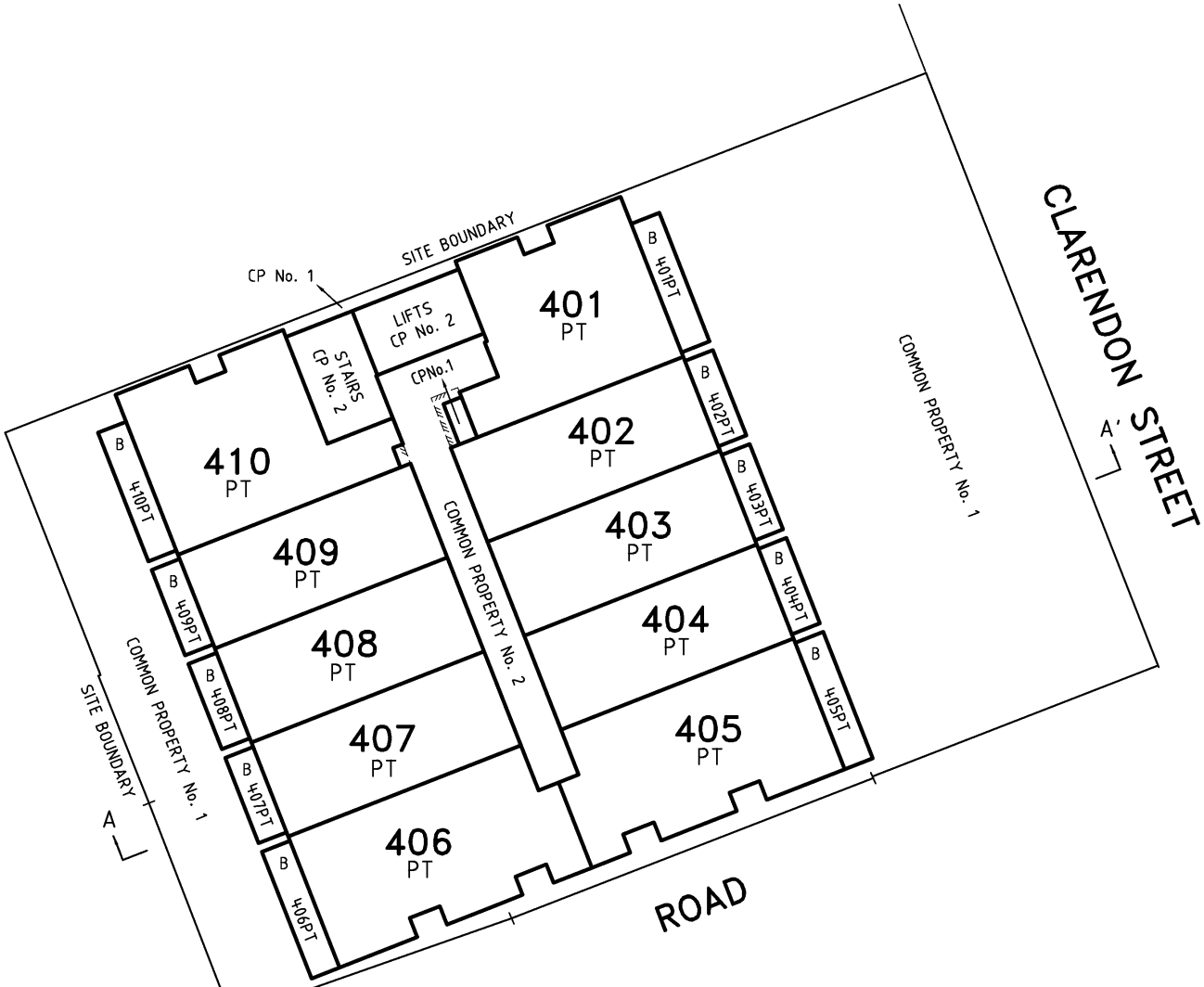
DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 13 of 21
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 4
DIAGRAM 8

Sheet 14

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

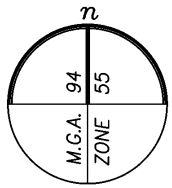
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

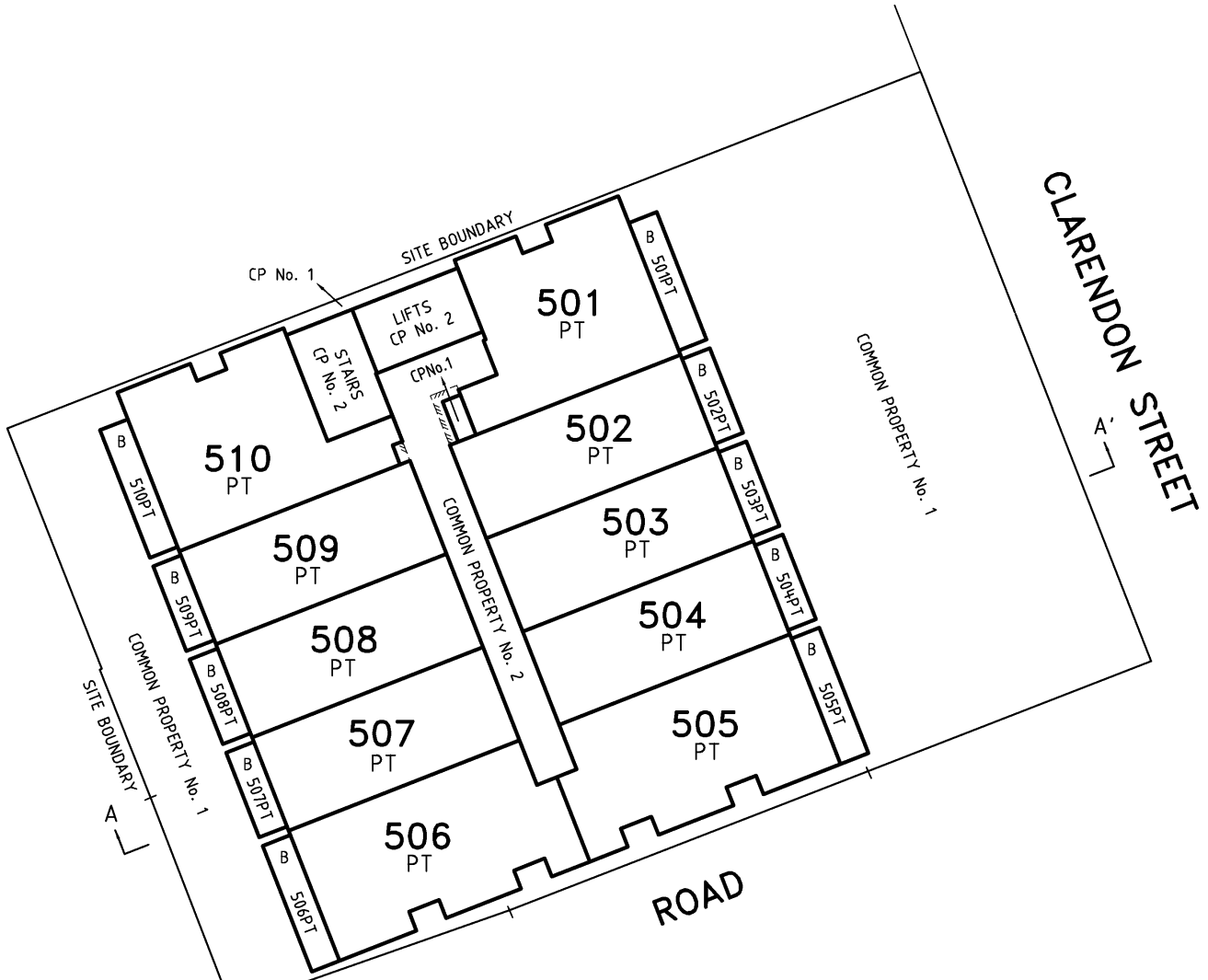
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 14 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 5
DIAGRAM 9

Sheet 15

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

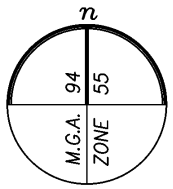
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

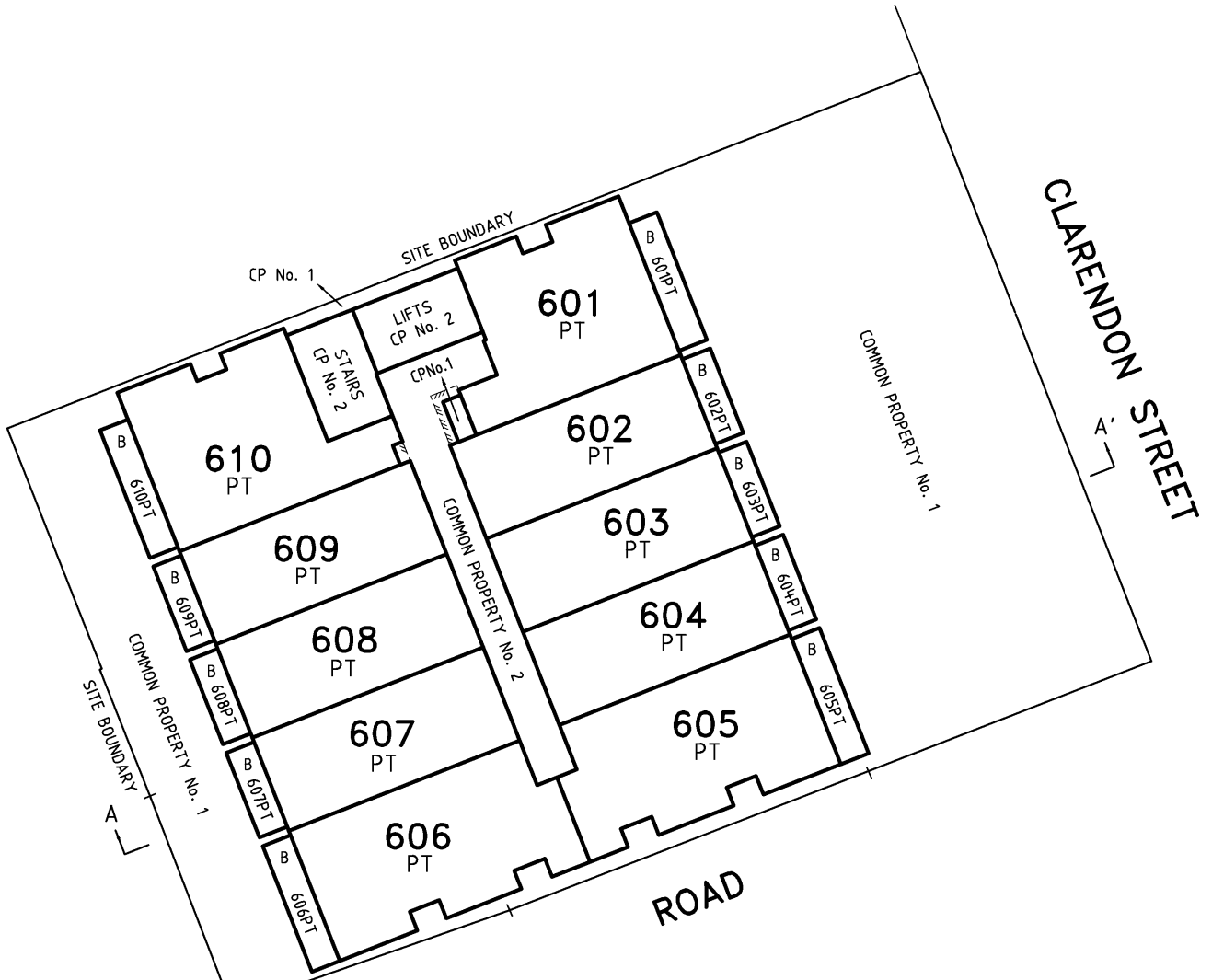
DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 15 of 21
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 6
DIAGRAM 10

Sheet 16

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

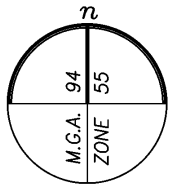
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH
12/11/12 VERSION H

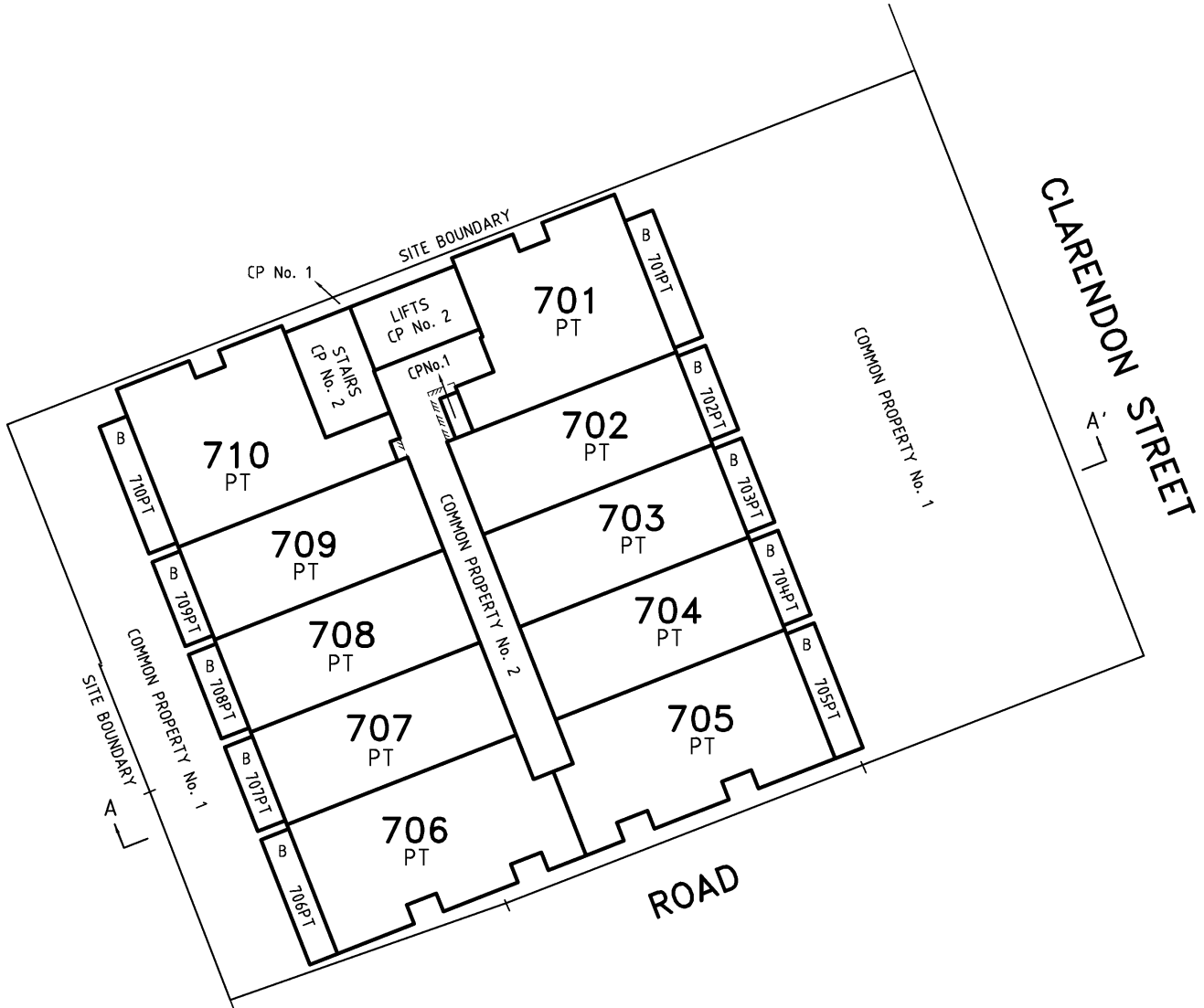
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 16 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





LEVEL 7
DIAGRAM 11

Sheet 17

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

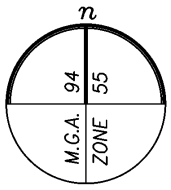
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 17 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E





ROOF
DIAGRAM 12

Sheet 18

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

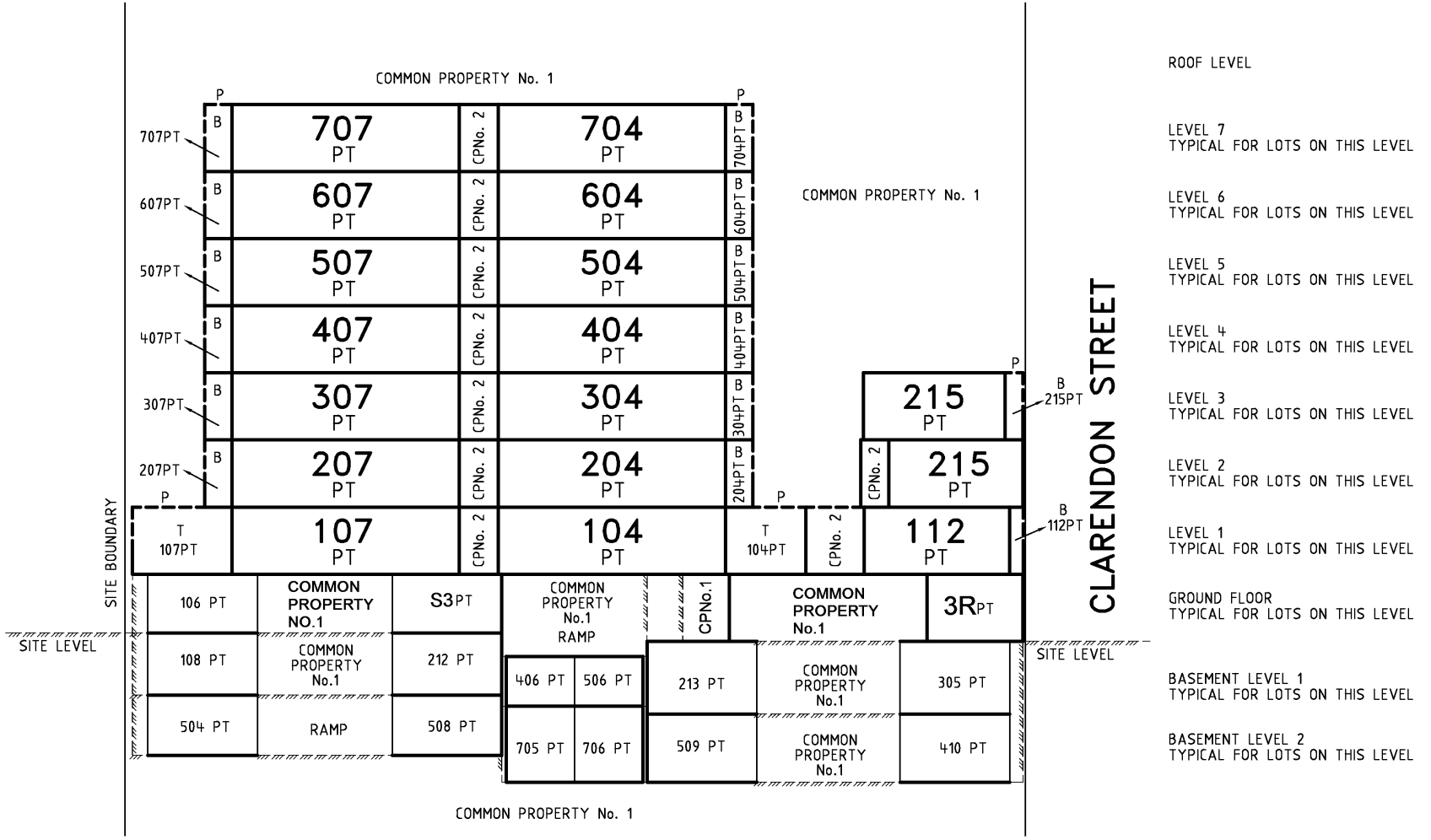
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 18 of 21
Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 640985E



SECTION A - A'
NOT TO SCALE

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
NTS	A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 7310003
DWG 731000GH 12/11/12 VERSION H

Sheet 19

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Port Phillip City Council, Council Ref: P0329/2012, S/34/2012, Original Certification: 16/11/2012, S.O.C.: 21/11/2012
Signed by: Gregory Stuart Williams (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S022300V 13/11/2012, Amended: 04/12/2012.
Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 19 of 21

Delivered by LANDATA®, timestamp 29/08/2023 12:04 Page 20 of 21

Plan of Subdivision PS640985E/S1
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S022300V
Plan Number: PS640985E/S1
Responsible Authority Name: Port Phillip City Council
Responsible Authority Reference Number 1: P0329/2012
Responsible Authority Reference Number 2: S/34/2012
Surveyor's Plan Version: H

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement is to be satisfied in stage: 1

Digitally signed by Council Delegate:	Maria Tomasetig
Organisation:	Port Phillip City Council
Date:	16/11/2012

Signed by: Maria Tomasetig (Port Phillip City Council) 16/11/2012

Delivered by LANDATA®, timestamp 29/08/2023 12:05 Page 21 of 21

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS640985E

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
		STAGE 1 WAS RECORDED AS EDITION 2			2	
LOT S2	LOT 3R AND LOT S3	STAGE PLAN	PS640985E/S2	29/7/13	3	A.R.T.

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 1
PLAN NO. PS640985E

The land in PS640985E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 3R, 101 - 112, 201 - 216, 301 - 310, 401 - 410, 501 - 510, 601 - 610, 701 - 710, S3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MAYFIELD BODY CORPORATE MANAGEMENT PTY LTD SUITE 114, 370 ST KILDA ROAD MELBOURNE VIC 3004

AQ819834W 14/03/2018

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. OC016571Q 04/12/2012

Additional Owners Corporation Information:
OC016569B 04/12/2012

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

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 3R	49	49
Lot 101	111	111
Lot 102	99	99
Lot 103	99	99
Lot 104	109	109

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 1
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	84	84
Lot 106	154	154
Lot 107	106	106
Lot 108	106	106
Lot 109	106	106
Lot 110	140	140
Lot 111	135	135
Lot 112	132	132
Lot 201	108	108
Lot 202	96	96
Lot 203	96	96
Lot 204	96	96
Lot 205	152	152
Lot 206	152	152
Lot 207	96	96
Lot 208	96	96
Lot 209	96	96
Lot 210	135	135
Lot 211	130	130
Lot 212	130	130
Lot 213	130	130
Lot 214	130	130
Lot 215	130	130
Lot 216	130	130
Lot 301	140	140
Lot 302	97	97
Lot 303	97	97
Lot 304	97	97
Lot 305	152	152

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 1
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306	152	152
Lot 307	97	97
Lot 308	97	97
Lot 309	97	97
Lot 310	140	140
Lot 401	141	141
Lot 402	97	97
Lot 403	108	108
Lot 404	108	108
Lot 405	152	152
Lot 406	152	152
Lot 407	108	108
Lot 408	108	108
Lot 409	108	108
Lot 410	141	141
Lot 501	141	141
Lot 502	108	108
Lot 503	108	108
Lot 504	108	108
Lot 505	154	154
Lot 506	154	154
Lot 507	108	108
Lot 508	108	108
Lot 509	108	108
Lot 510	141	141
Lot 601	142	142
Lot 602	109	109
Lot 603	109	109
Lot 604	109	109

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 1
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 605	154	154
Lot 606	154	154
Lot 607	109	109
Lot 608	109	109
Lot 609	109	109
Lot 610	142	142
Lot 701	142	142
Lot 702	110	110
Lot 703	110	110
Lot 704	110	110
Lot 705	154	154
Lot 706	154	154
Lot 707	110	110
Lot 708	110	110
Lot 709	110	110
Lot 710	142	142
Lot S3	542	542
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

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 2
PLAN NO. PS640985E

The land in PS640985E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 101 - 112, 201 - 216, 301 - 310, 401 - 410, 501 - 510, 601 - 610, 701 - 710.

Limitations on Owners Corporation:
Limited

Postal Address for Services of Notices:
MAYFIELD BODY CORPORATE MANAGEMENT PTY LTD SUITE 114, 370 ST KILDA ROAD MELBOURNE VIC 3004

AQ819834W 14/03/2018

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:
NIL

Additional Owners Corporation Information:
OC016570S 04/12/2012

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

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	112	112
Lot 102	99	99
Lot 103	99	99
Lot 104	109	109
Lot 105	84	84

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 2
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	154	154
Lot 107	106	106
Lot 108	106	106
Lot 109	106	106
Lot 110	140	140
Lot 111	135	135
Lot 112	132	132
Lot 201	109	109
Lot 202	96	96
Lot 203	96	96
Lot 204	96	96
Lot 205	152	152
Lot 206	152	152
Lot 207	96	96
Lot 208	96	96
Lot 209	96	96
Lot 210	135	135
Lot 211	130	130
Lot 212	130	130
Lot 213	130	130
Lot 214	130	130
Lot 215	130	130
Lot 216	130	130
Lot 301	140	140
Lot 302	97	97
Lot 303	97	97
Lot 304	97	97
Lot 305	152	152
Lot 306	152	152

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 2
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 307	97	97
Lot 308	97	97
Lot 309	97	97
Lot 310	140	140
Lot 401	141	141
Lot 402	97	97
Lot 403	108	108
Lot 404	108	108
Lot 405	153	153
Lot 406	153	153
Lot 407	108	108
Lot 408	108	108
Lot 409	108	108
Lot 410	141	141
Lot 501	141	141
Lot 502	108	108
Lot 503	108	108
Lot 504	108	108
Lot 505	154	154
Lot 506	154	154
Lot 507	108	108
Lot 508	108	108
Lot 509	108	108
Lot 510	141	141
Lot 601	142	142
Lot 602	109	109
Lot 603	109	109
Lot 604	109	109
Lot 605	154	154

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: 29/08/2023 12:04:28 PM

OWNERS CORPORATION 2
PLAN NO. PS640985E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 606	154	154
Lot 607	109	109
Lot 608	109	109
Lot 609	109	109
Lot 610	142	142
Lot 701	143	143
Lot 702	110	110
Lot 703	110	110
Lot 704	110	110
Lot 705	155	155
Lot 706	155	155
Lot 707	110	110
Lot 708	110	110
Lot 709	110	110
Lot 710	143	143
Total	**9417.00**	**9417.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 August 2023 12:10 PM

PROPERTY DETAILS

Address:	**409/144 CLARENDON STREET SOUTHBANK 3006**
Lot and Plan Number:	**Lot 409 PS640985**
Standard Parcel Identifier (SPI):	**409\PS640985**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**251371**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2F C12**

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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

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).

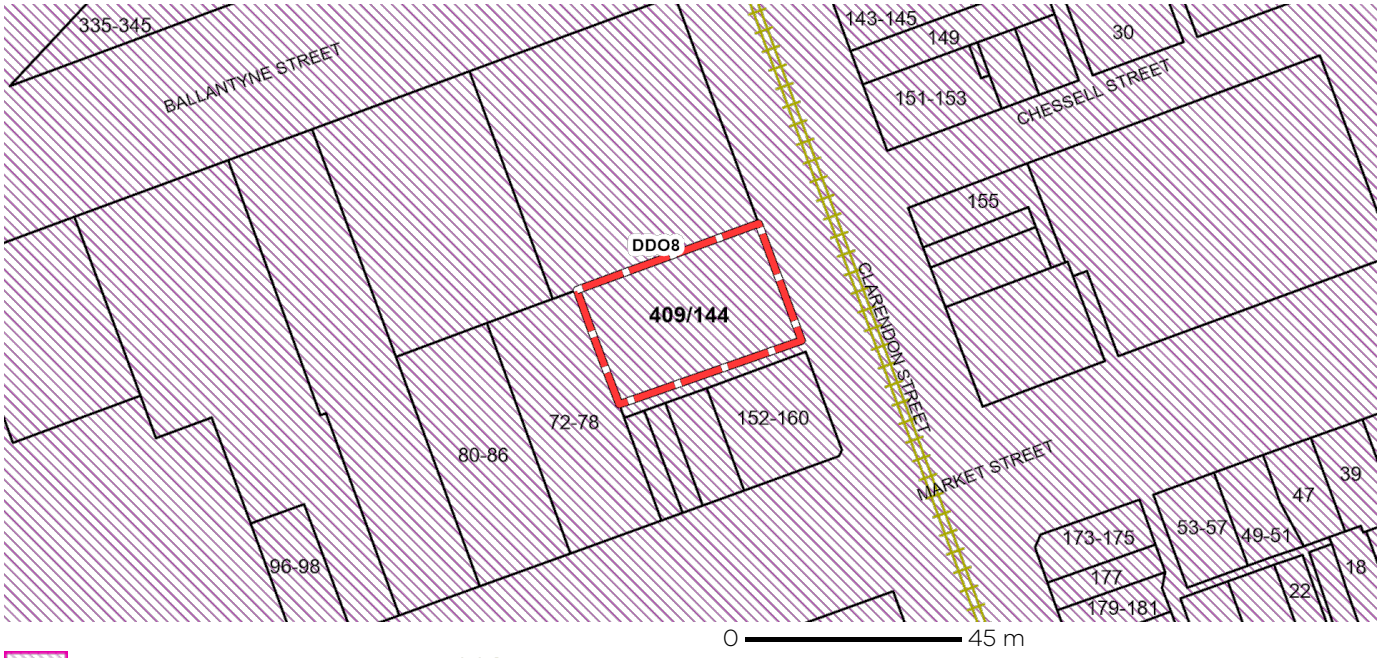
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



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

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

ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit Overlay **Tram line**

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

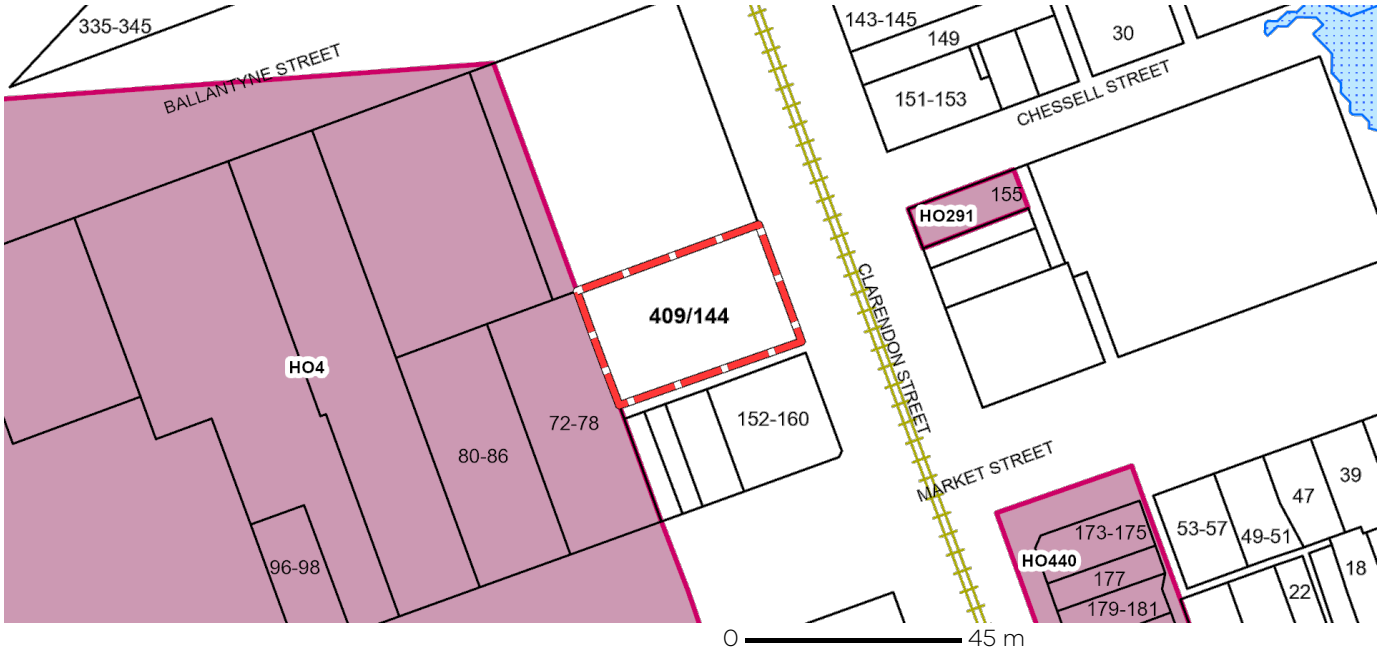
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



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

Further Planning Information

Planning scheme data last updated on 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).

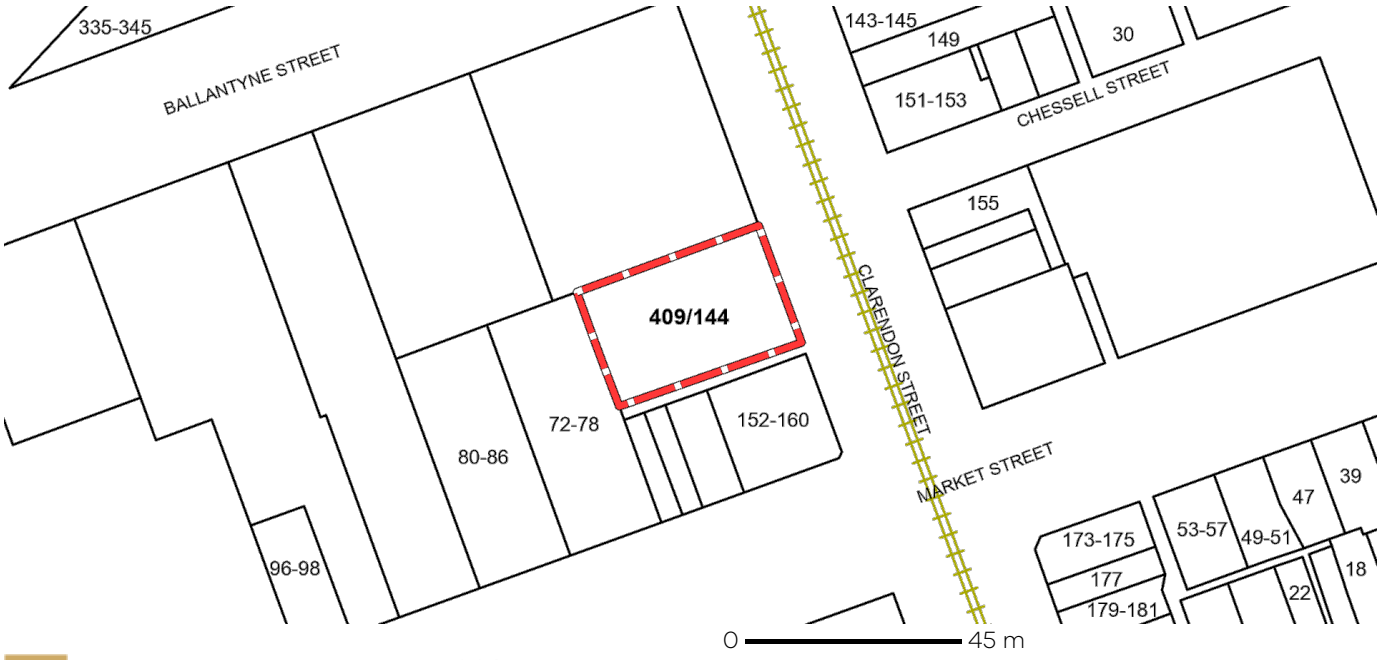
PLANNING PROPERTY REPORT

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 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 29 August 2023 12:05 PM

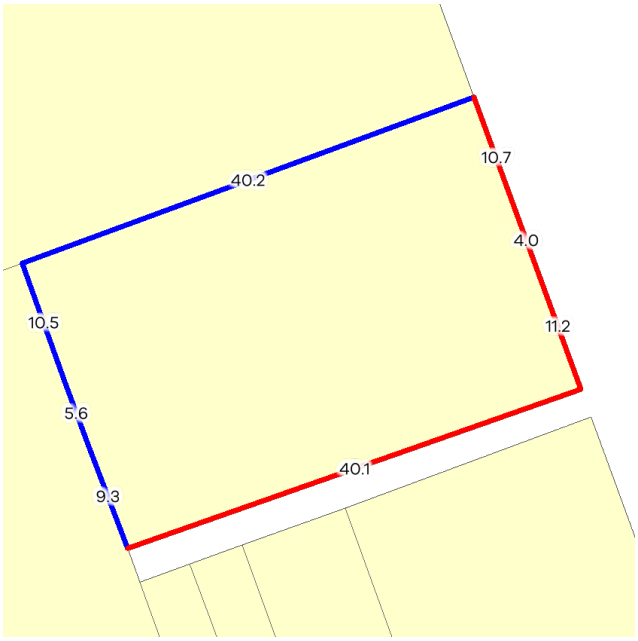
PROPERTY DETAILS

Address:	**409/144 CLARENDON STREET SOUTHBANK 3006**
Lot and Plan Number:	**Lot 409 PS640985**
Standard Parcel Identifier (SPI):	**409\PS640985**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**251371**
Directory Reference:	**Melway 2F C12**

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

SITE DIMENSIONS

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



Area: 1032 sq. m
Perimeter: 132 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

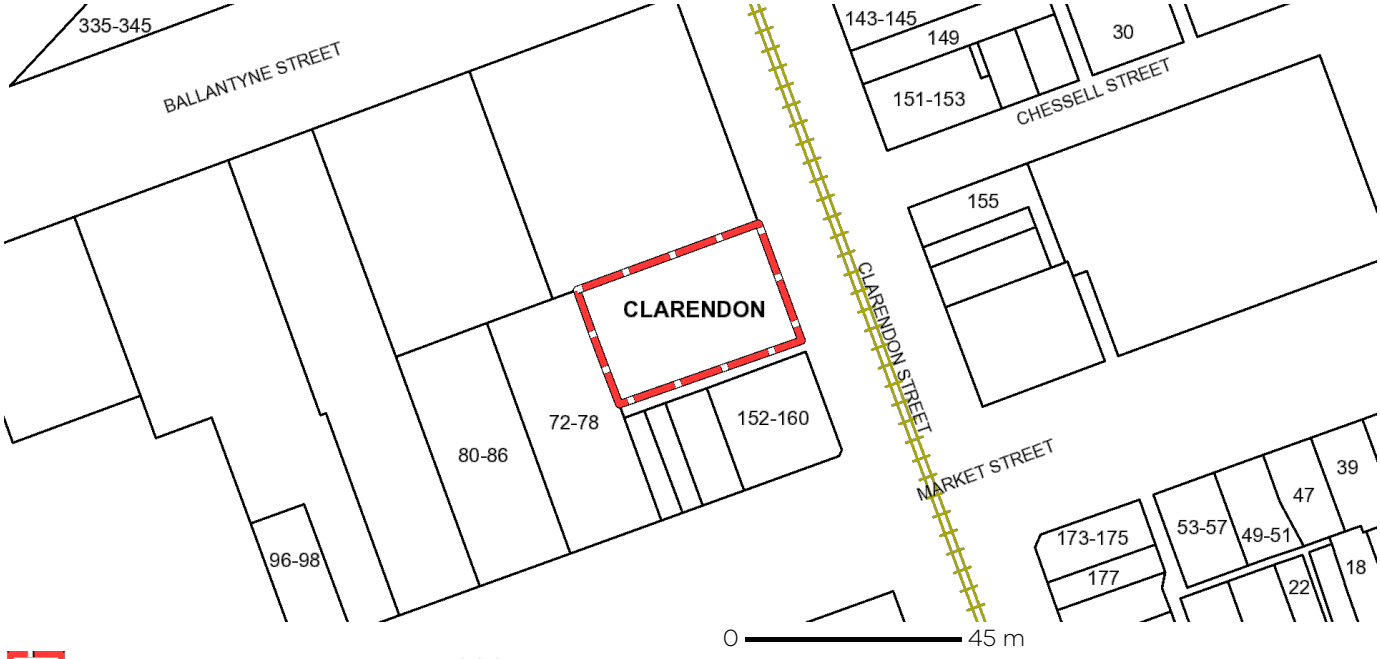
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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

XRGOAK

Rates, charges and valuation notice 2022-23

For the period 1 July 2022 to 30 June 2023

Want to go paperless?
Sign up today: portphillip.enotices.com.au
C4F87BE21J
eNotices

CITY OF PORT PHILLIP

O'connell Property Nominees Pty Ltd
C/- XYNERGY REALTY GROUP (OAKLEIGH)
19 Station Street
OAKLEIGH VIC 3166

027
R0_1259010

ABN 21 762 977 945

Assessment number	251371
Date of issue	25/08/2022

Tax Invoice (no GST included)

Property details

409/144 CLARENDON STREET SOUTHBANK VIC 3006

Legal description: Lot 409 PS 640985E, Vol/Fol-11392/756

Site value	$60,000	Capital improved value	$290,000	Net annual value	$14,500
Level of value date	01/01/2022	Effective date	01/07/2022	Ward	GATEWAY

Details of account

OYO Subdivided Flat

Residential Rate (Rate on CIV .001615)	$468.35
Default Waste Charge	$176.20
Private Waste Collection Rebate	-$60.00
Victorian Government charges - Fire Service Property Levy	
Fire Serv Levy Residential (Rate on CIV .000053 + $117)	$132.35

Any payments made after 05/08/2022 will not be shown on this notice.

Total $716.90

Paying your rates

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

1 Paying in full

Excludes any arrears amount above.

Due date 15/02/2023 — **$716.90**

2 Paying by instalments

1st instalment includes any arrears amount.

Payments received after 30 September 2022 will be accepted as part payment towards the in full amount due 15 February 2023.

1st instalment 30 September 2022	$179.90
2nd instalment 30 November 2022	$179.00
3rd instalment 28 February 2023	$179.00
4th instalment 31 May 2023	$179.00

3 Paying by direct debit

Nine monthly deductions from nominated bank account only.

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

What are your payment options?

Assessment number	Property address	Due date	Amount due
251371	409/144 CLARENDON STREET SOUTHBANK VIC 3006	30/09/2022	$179.90

BPAY®

Biller Code: 356899
Ref: 2028 5501 2513 712

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 5501 2513 712
View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT
Biller Code: 356899
Ref: 2028 5501 2513 712
1300 276 468

IN PERSON

Post Billpay
Pay by cash, cheque, eftpos or credit card in person at any Post Office.
POST billpay
*3178 202855012513712

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.

Calculating general rates for residential properties

Council income from residential rates (1.75 per cent cap) $102 M ÷ **Combined value of all rateable residential properties** $63.5 B = **Differential rate for residential properties** $0.001615 × **Capital Improved Value of your property** See overleaf for your property's value as at 1 January 2022. = **Your general rates**

What else may I need to pay for?

Waste charge
Default waste charge is $176.20.
Additional charges or rebates may apply.

Victorian Government Fire services property levy firelevy.vic.gov.au

Find out more:
portphillip.vic.gov.au/rates-valuations

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.

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.

Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

Notice of valuation / land tax

This property has been valued as at 1 January 2022 and is effective from 1 July 2022. Any amendment to the valuation may result in additional rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Appeal against valuation

Section 18 of the **Valuation of Land Act 1960** provides that the owner/ratepayer may object to the valuation within two months of the **date of issue** of this notice. **Objections must be lodged using the prescribed form** ratingvaluationobjections.vic.gov.au

For any valuation enquiries contact the Rates Department **03 9209 6777.**

If you have transferred obligation of payment for this account you MUST forward a copy of this notice to the transferee or contact Council.

Review of Differential Rating

If you disagree with Council's decision to classify your land as a particular type or class for differential rating purposes, you can appeal to the Victorian Civil and Administrative Tribunal within 60 days of the issue date of this notice.

Special rates and charges

Properties subject to special rates have the levy details printed on the front of this notice. Currently the following special rate schemes are in place:

- Port Melbourne Business Precinct Special Rate and Charge Combined Scheme 1 July 2021 to 30 June 2026
- Fitzroy Street and Environs Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024
- Acland Street Village Precinct Special Rate and Charge Combined Scheme 1 July 2019 to 30 June 2024.

Rate cap

Council has complied with the Victorian Government's rate cap of 1.75 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

i) the valuation of your property relative to the valuation of other properties in the municipality;
ii) the application of any differential rate by Council;
iii) the inclusion of waste charges not covered by the Victorian Government's rates cap.

Differential Rates

2022/23 Rate per $ Capital Improved Value:

- General rate for rateable **residential** properties is $0.001615
- General rate for rateable **commercial** properties is $0.002062
- General rate for rateable **industrial** properties is $0.002073.

Waste charges

- Default Waste Charge for all rateable properties $176.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $88.10
- Annual Garbage Charge for non-rateables using Council waste collection service $402
- 240-litre waste bin surcharge $221.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $70
- Private waste collection rebate (residential properties) $60
- One-occupancy residential carparks and/or storage areas waste rebate to avoid duplicate waste charges applied to owner $176.20
- One-occupancy commercial car park space (not applicable to commercial car park operators) waste rebate $158.50.

Penalties for late payments

Amounts not paid by the due dates on this notice will be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (including the full payment option, unless an agreement is in place).

All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

Are you a pensioner?

Council offers rates assistance for pensioners of $200 (maximum) in addition to a $253.20 (maximum) State Government rebate and $50 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifiying TPI, War Widow, EDA or POW). **Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.**

For further information visit services.dffh.vic.gov.au/municipal-rates-concession

Privacy The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

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)

OCONNELL PROPERTY NONINEES PTY
C/O:XYNERGY REALTY
19 STATION ST
OAKLEIGH VIC 3166

Account number:	23768848
Date due:	05 July 2023

Last bill		Payments received		Balance	Current charges	Total due
$140.25	−	$140.25cr	=	$0.00	+ $140.25	$140.25

Your account breakdown

Issue date	19 June 2023
Property	409 144-150 Clarendon Street SOUTHBANK VIC 3006
Property reference	08A//03341/823
Group account number	2934271
Last bill	$140.25
Payment received	$140.25cr
Balance brought forward	$0.00
Our charges (no GST)	$112.87
Other authorities' charges (no GST)	$27.42
Total due	$140.25

Your snapshot

Average daily cost $1.24

Payment options

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

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1002 3768 8400 004**

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

Postbillpay
BillpayCode: 0361 Ref: **1002 3768 8400 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment. Go to **servicesaustralia.gov.au/centrepay**

Property ref: 08A//03341/823
409 144-150 CLARENDON STREET
SOUTHBANK VIC 3006

*361 100237688400004

PN08A

Total due:	$140.25
Account number:	23768848
Date paid:	
Receipt number:	

+00000023768848> +009124+ <0000000000> <0000014025> +444+

Our charges

Service charges	For period 01/04/23 to 30/06/23
Water service charge	$20.93
Sewerage service charge	$91.94
Total service charges	**$112.87**
Our charges	**$112.87**

Other authorities' charges

Waterways and Drainage charge 01/04/23 to 30/06/23	$27.42
Total other authorities	**$27.42**
Total current charges	**$140.25**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see **southeastwater.com.au/residentialprices**

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 **01/04/23 to 30/06/23**.

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 service guarantees

Learn about your rights and responsibilities as a South East Water customer including our customer and privacy charters at **southeastwater.com.au/policies**

Making bill payments a little easier

Explore your payment options.

Visit southeastwater.online/assistance



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

Mayfield
Owners Corporation Managers

Mayfield Body Corporate Management
ABN: 82 159 348 642
Level 1, Suite 114, 370 St Kilda Road
MELBOURNE VIC 3004
Ph: 03 9645 9981 Fax: N/A
info@mayfieldbcm.com.au

Tax Invoice

ABN: 74613629125
Date of Notice 01/07/2023

Oconnell Property Nominees Pty Ltd,
c/- Xynergy Realty - Oakleigh
19 Station Street
OAKLEIGH VIC 3166

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Lot 409 HARVEST APARTMENTS (PS640985E - OC1)
409, 144-150 Clarendon Street, SOUTHBANK

Notice is hereby given by the Owners Corporation Plan of Subdivision 640985-1 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Maintenance	Paid	Interest	Due Date	Total
Standard (01/08/23 - 31/10/23) ^	$771.58	$148.50	$0.00	$0.00	01/08/2023	$920.08
				Total Payable $920.08		
^ Current period levies in this Tax Invoice total $920.08. GST included is $83.64.						

Interest will accrue daily on overdue fees and charges at 10.00% per annum until paid.
The amount 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.

Please detach and return the portion below with your payment if sending a cheque.

DEFT PAYMENT SYSTEMS

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at **www.deft.com.au**.	BPAY	**Biller Code: 96503** **Ref: 276830882 28074**	**Account**: OCP 640985-1 **Owner**: **Oconnell Property Nominees Pty Ltd** **CTS: 640985-1** **Lot No: 409**
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne Vic 3001	POST billpay	Pay in person at any Australia Post Office using Cheque or EFTPOS.	All Cheques must be made payable to: OCP 640985-1

*496 276830882 28074

Total Due $920.08

DEFT Reference Number: 276830882 28074

+276830882 28074 <

000092008<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

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

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation 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 a 'Complaint to Owners Corporation' 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
At any time you can lodge a complaint with Consumers Affairs Victoria. 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

Mayfield
Owners Corporation Managers

Mayfield Body Corporate Management
ABN: 82 159 348 642
Level 1, Suite 114, 370 St Kilda Road
MELBOURNE VIC 3004
Ph: 03 9645 9981 Fax: N/A
info@mayfieldbcm.com.au

Tax Invoice

ABN: 83114638838
Date of Notice 01/07/2023

Oconnell Property Nominees Pty Ltd,
c/- Xynergy Realty - Oakleigh
19 Station Street
OAKLEIGH VIC 3166

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Lot 409 HARVEST APARTMENTS (PS640985E - OC2)
409, 144-150 Clarendon Street, SOUTHBANK

Notice is hereby given by the Owners Corporation Plan of Subdivision 640985-2 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Maintenance	Paid	Interest	Due Date	Total
Standard (01/08/23 - 31/10/23) ^	$132.20	$0.00	$0.00	$0.00	01/08/2023	$132.20
					Total Payable	$132.20
^ Current period levies in this Tax Invoice total $132.20. GST included is $12.02.						

Interest will accrue daily on overdue fees and charges at 10.00% per annum until paid.
The amount 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.

Please detach and return the portion below with your payment if sending a cheque.

DEFT PAYMENT SYSTEMS

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at **www.deft.com.au**.	BPAY	**Biller Code: 96503** **Ref: 259274488 28869**
	Pay by phone from your Credit Card or *pre-registered bank account, Call 1300 30 10 90 or Int ++612 8232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.	**Account**: OCP 640985-2 **Owner**: **Oconnell Property Nominees Pty Ltd** **CTS: 640985-2** **Lot No: 409**
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne Vic 3001	POST billpay — Pay in person at any Australia Post Office using Cheque or EFTPOS.	All Cheques must be made payable to: OCP 640985-2

*496 259274488 28869

Total Due $132.20

DEFT Reference Number: 259274488 28869

+259274488 28869 <

000013220<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

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

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation 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 a 'Complaint to Owners Corporation' 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
At any time you can lodge a complaint with Consumers Affairs Victoria. 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 Reg 16 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Number	640985-1
Property	HARVEST APARTMENTS (PS640985E - OC1) Lot 409 144-150 Clarendon Street, SOUTHBANK
Vendor	Oconnell Property Nominees Pty Ltd
Applicant	
BPAY Reference	Biller Code: 96503 Ref: 276830882 28074
This certificate is issued for Lot 409, Plan No. 640985-1	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **25/08/2023**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are **$3,920.23 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/11/2022	01/02/2023	01/05/2023	01/08/2023
Amount	$1,159.95	$920.10	$920.10	$920.08

b) The fees are paid up until **31/10/2023.** If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Outstanding fees and charges presently total **$0.00**, plus penalty interest amount of **$0.00**.

d) The following special fees or charges have also been raised and will be payable on the dates indicated below- N/A

Due Date	Amount	Details
N/A		

e) The Owners Corporation may have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.

f) The Owners Corporation holds the following insurance cover-

Insurer: CHU
Policy No: Q0001049299
Period: 25/01/2023 - 25/01/2024

Insurance Type	Sum Insured
Building/Common Property	$30,848,244.00
Public Liability	$30,000,000.00
Fidelity	$100,000.00
Machinery Breakdown	$100,000.00

g) The Owners Corporation ***has not*** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total financial position held by the Owners Corporation as at 25/08/2023 is as follows -

Administrative Fund	Maintenance Fund	Total
$57,873.69	$398,430.09	$456,303.78

i) The Owners Corporation may have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.

j) The Owners Corporation ***has*** granted any contracts, leases, licences or agreements affecting the common property.

Contracts:
Mayfield Body Corporate Management Pty Ltd
Other current contracts/agreements affecting the common property are available upon request.

Leases/Licences:
Other current contracts/agreements affecting the common property are available upon request.

k) The Owners Corporation ***has not*** resolved to provide any services to members, occupiers or the public.

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

m) The Owners Corporation ***is not*** a party to any proceedings or aware of any circumstances which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint a manager as follows:
Mayfield Body Corporate Management Pty Ltd
Suite 114, 370 St Kilda Road
Melbourne VIC 3004

o) The Owners Corporation ***is not*** subject to the appointment of an administrator or a proposal for the appointment of an administrator.

p) Other information: Nil.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. A verbal update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

25/08/2023

Prepared By:



Dan Finch 0402 606 967
dan@mayfieldbcm.com.au
Mayfield Body Corporate Management Pty Ltd

Ph: 03 9645 9981
dan@mayfieldbcm.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation.

Owners Corporations Regulations 2018
SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?
The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.
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 ownerÂ'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 corporationÂ'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 manger, it must be a manager registered with the Business Licensing Authority (BLA).

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

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Number	640985-2
Property	HARVEST APARTMENTS (PS640985E - OC2) Lot 409 144-150 Clarendon Street, SOUTHBANK
Vendor	Oconnell Property Nominees Pty Ltd
Applicant	
BPAY Reference	Biller Code: 96503 Ref: 259274488 28869
This certificate is issued for Lot 409, Plan No. 640985-2	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **25/08/2023**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are **$571.40 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/11/2022	01/02/2023	01/05/2023	01/08/2023
Amount	$174.80	$132.20	$132.20	$132.20

b) The fees are paid up until **31/10/2023.** If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Outstanding fees and charges presently total **$0.00**, plus penalty interest amount of **$0.00**.

d) The following special fees or charges have also been raised and will be payable on the dates indicated below-N/A

Due Date	Amount	Details
N/A		

e) The Owners Corporation may have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.

f) The Owners Corporation holds the following insurance cover-

Insurer: Refer OC1 Certificate
Policy No:
Period:

Insurance Type	Sum Insured
Refer OC1 Certificate	

g) The Owners Corporation ***has not*** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total financial position held by the Owners Corporation as at 25/08/2023 is as follows -

Administrative Fund	Maintenance Fund	Total
$110,875.64	$0.00	$110,875.64

i) The Owners Corporation may have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.

j) The Owners Corporation ***has*** granted any contracts, leases, licences or agreements affecting the common property.

Contracts:
Mayfield Body Corporate Management Pty Ltd
Other current contracts/agreements affecting the common property are available upon request.

Leases/Licences:
Other current contracts/agreements affecting the common property are available upon request.

k) The Owners Corporation ***has not*** resolved to provide any services to members, occupiers or the public.

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

m) The Owners Corporation ***is not*** a party to any proceedings or aware of any circumstances which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint a manager as follows:
Mayfield Body Corporate Management Pty Ltd
Suite 114, 370 St Kilda Road
Melbourne VIC 3004

o) The Owners Corporation ***is not*** subject to the appointment of an administrator or a proposal for the appointment of an administrator.

p) Other information: Nil.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. A verbal update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

25/08/2023

Prepared By:



Dan Finch 0402 606 967
dan@mayfieldbcm.com.au
Mayfield Body Corporate Management Pty Ltd

Ph: 03 9645 9981
dan@mayfieldbcm.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation.

Owners Corporations Regulations 2018
SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?
The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.
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 ownerÂ'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 corporationÂ'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 manger, it must be a manager registered with the Business Licensing Authority (BLA).

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

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 1 of 18
© 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 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. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

Owners Corporation Notification of Making Rules

OC016571Q
29/11/2012 $55.10 OCR

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

Lodged by
Name: Tan Partners
Phone: 03 9650 2422
Address: Studio 3A, 103 Londsale Street, Melbourne
Reference: 144 Clarendon Street, Southbank
Customer Code: 13006N

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

Clarendon Developments One Pty Ltd (ACN 137 996 742) of 849 Glenferrie Road, Kew, 3101

Plan No.: 640985E Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 29 November 2012

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

Olivia Frances Craze
Studio 3A, 103 Lonsdale St
MELBOURNE VIC 3000

An Australian Legal Practitioner within
the meaning of the Legal Profession Act 2004

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 2 of 18

OC016571Q
29/11/2012 $55.10 OCR

Owners Corporation Rules ~
144-150 Clarendon Street, Southbank VIC 3006
P.S. 640985E Owners Corporations No 1 & 2

1. DEFINITIONS

1.1 In these rules:

a) "**Act**" means the Subdivision Act 1988 & Owners Corporations Act 2006 or any amended version;

b) "**Owners Corporation**" means Owners Corporation on Plan No. P.S. 640985E;

c) "**Building**" means the building constructed on the Land;

d) "**Commercial Lots**" means lot S2 or any lots created by the subdivision of lot S2;

e) "**Common Property**" means any common property described on the Plan of Subdivision;

f) "**Development**" means all the land and improvements comprised in Plan of Subdivision No: 640985E and known as 144-150 Clarendon Street, Southbank VIC 3006 or 150 Clarendon Street, Southbank VIC 3006 or Harvest Apartments.

g) "**Land**" means the whole of the land described in the Plan;

h) "**Lot or Lots**" means a lot or lots on the Plan of Subdivision;

i) "**Manager**" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

j) "**Member**" means an owner of a lot on the Plan of Subdivision;

(j) "**Model Rules**" means the model rules prescribed by the Owners Corporations Act 2006 from time to time and a copy of the current model rules are attached to Annexure A;

(k) "**Occupier**" means any person occupying or in possession of a Lot and can include a member;

(l) "**Plan**" or "**Plan of Subdivision**" means Plan of Subdivision No 640985E;

(m) "**Proprietor**" means a member of the Owners Corporation;

(n) "**Regulations**" mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;

(o) "**Security Key**" means a key, magnetic card or other device used to open doors, gates, and locks.

1.2 To the extent that these rules are inconsistent with the model rules, these rules shall prevail.

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 3 of 18

OC016571Q
29/11/2012 $55.10 OCR

2. USE AND BEHAVIOUR BY PROPRIETORS, OCCUPIERS AND INVITEES

2.1 A member, must not, and must ensure that the occupier of a member's lot does not:

(a) use the common property or the common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupiers of lots or their families or invitees;

(b) use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;

(c) do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;

(d) use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

(e) use or occupy any lot or lots or any part thereof as a shop, restaurant, café, food related retailer or alcohol distributor for carrying on any trade or business (excluding Commercial Lots)

(f) fail to accept liability for and compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by any such owner, occupier or their invitees;

(g) fail to clear at regular intervals, the contents of the member's mail receiving box;

(h) fail to inform and require compliance of all Owners Corporation rules and regulations on any occupier, guest, visitor or invitee of any kind;

(i) fail to provide a copy of the rules of the Owners Corporation at the commencement of the occupation to any occupier of the lot should the lot owner not occupy his or her lot;

(j) obstruct the lawful use of common property by any person;

(k) use a 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;

(l) use or permit to be used any part of the member's lot for the purposes of storage unless it is a designated storage lot.

2.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 4 of 18

OC016571Q
29/11/2012 $55.10 OCR

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, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the common property;

2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in common property except in those areas designated from time to time by the Owners Corporation.

2.5 A lot owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

2.6 A person who acquires a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

2.7 A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.

2.8 A lot owner must provide a street address in Australia for correspondence purposes to the Owners Corporation. PO Box and overseas addresses will not be accepted.

3. VEHICLES, DRIVEWAYS AND CAR PARK

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

(a) use or permit to be used any part of the member's car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Owners Corporation;

(b) park, either for short or long term periods, any vehicle on the common property;

(c) drive or operate any motor vehicle on any internal surface in excess of 10kph;

(d) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property;

(e) park, either for short or long term periods, any occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual lot;

(f) interfere with the operation, function or control of the electronic vehicle access gate;

(g) wash any vehicle in any area or car parking space or any common property whatsoever;

(h) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation. The Owners Corporation reserves the right upon notice should the member or occupier fail to

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 5 of 18

OC016571Q
29/11/2012 $55.10 OCR

immediately remove any build-up to clean an area and invoice the member for the cost of the same;

(i) use any part of the land for storage of any item unless the area is designated as a storage area;

(j) install any storage unit, storage facility or bicycle rack within a member's car park lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same;

(k) leave or park bicycles anywhere other than any designated bicycle area;

(l) permit any bicycle to be brought into the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property;

(m) leave or park motor bikes / scooters or bicycles anywhere other than in any areas so designated in writing by the Owners Corporation;

(n) obstruct or park in any space designated for disabled visitors' parking except for a vehicle:

(i) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' parking space; and

(ii) of which the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' parking space,

and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitor's parking space in contravention of this Rule.

4. **NOISE:**

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

(a) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;

(b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 7.30am;

(c) create upon the members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;

(d) not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 7.30am;

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 6 of 18

(e) allow guests to leave or members or occupiers to leave or return to a lot between 10.00pm and 7.30am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other members or occupiers;

(f) without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 9.00am to 5.00pm on weekdays.

5. ANIMALS:

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

(a) keep any animal on the common property, common facilities or within the member's lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;

(b) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;

(c) fail to clean up after any animal debris or make good any damage to common property;

(d) fail to clean up each day any animal debris from balconies, courtyards or patios within a member's lot;

(e) keep any animal on a balcony, courtyard or patio within the member's lot if the member, occupier or an invitee is not present;

(f) keep any animal within a member's lot without having first notified the Owners Corporation of the same.

6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

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

(a) allow any balcony or open area forming part of a lot to become unkempt, or unsightly;

(b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, entrance or landing of a member's lot or the common property except in specific areas (if any) designated for that purpose by the Owners Corporation;

(c) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;

(d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another member's lot.

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 7 of 18

OC016571Q
29/11/2012 $55.10 OCR

(e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;

(f) install any external wireless, television aerial, sky dish receiver, satellite disk or receiver, wiring, cables, pipes or any other apparatus to the external face of the building;

(g) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;

(h) hang curtains, blinds or window coverings of any type visible from outside the lot without prior written consent from the Owners Corporation and unless those curtains, blinds or window covers have a backing of white or off-white.

(i) obstruct entrance to a lot or balcony / courtyard or other area forming part of a member's lot by the building manager, Owners Corporation manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the building structure including glass on balconies, box gutters or any emergency repairs;

(g) paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property or their lot;

(h) A proprietor or occupier of a lot must ensure that any outdoor furniture or other items allowed by the Owners Corporation and left on a courtyard, patio, exterior or other balcony area is of sufficient weight or otherwise of a design or is sufficiently tethered or fixed to the land to prevent it from being lifted or moved during high wind or inclement weather conditions. The member will be responsible for the cost of any damage done to land including any common property and is liable to pay the cost of any increase to any insurance premium or excess payable by the Owners Corporation as a result of a breach of this rule by the member or occupier.

7. RUBBISH

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

(a) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;

(b) keep all garbage and refuse within the member's lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the City of Port Phillip as determined from time to time and to remove such garbage and refuse from the member's lot only in accordance with such regulations and at such times as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of occupants, contractors and Council collection employees;

(c) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 8 of 18

OC016571Q
29/11/2012 $55.10 OCR

provided from time to time by the Owners Corporation as separate collection for items of this nature;

(d) deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any area except in the recycling bins or area provided for such;

(e) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the member's lot;

(f) an owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the occupiers or users of other lots;

(g) fail to reimburse the Owners Corporation for any expenditure related to the disposal of inappropriate materials such as hard rubbish dumped on common property or in the immediate surrounds of the building. Owners and occupiers are responsible for the disposal of any hard rubbish or items such as gas bottles, chemicals, car parts or other that cannot be appropriately removed from site within the waste management plan of the building as determined by the Owners Corporation from time to time.

8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

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

(a) give less than (48) forty-eight hours' notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation.

The Owners Corporation reserves the right to turn away any member or occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the member of occupier to adhere to the minimum notice period.

(b) arrange for deliveries of any kind or nature unless the member or designee is at or on the premises to accept and arrange for the same at each member's sole cost and liability;

(c) ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;

(d) damage, obstruct or interfere with the lift, stairways, corridors or any common property when moving any items in or out of any lot;

(e) use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation which may include paying a bond of $400 or such other sum as determined by the manager, which may be applied by the

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 9 of 18

OC016571Q
29/11/2012 $55.10 OCR

manager to cover the cost of making good any damage caused by the member or occupier or their contractors or agents;

(f) allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the owner or tenant or their removalist and must not be disposed of in any common area rubbish area at any time. The Owners Corporation reserves the right to charge the member of the lot the cost associated with removing said rubbish or any other hard rubbish dumped on common property.

(g) undertake any removals on weekends or public holidays at all. Move ins and move outs or shifting of furniture or other items may only occur during business hours Monday to Friday.

9. BUILDING WORKS (excepting Clarendon Developments One Pty Ltd and / or their contractor, sub-contractors or assignee):-

9.1 A ember must not, and must ensure that the occupier of a member's lot does not undertake any building works within or about or relating to an Owners Corporation member's lot except in accordance with the following requirements:

(a) A lot owner must give notice to the Owners Corporation of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot;

(b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;

(c) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

9.2 The proprietor or occupier of a lot must not proceed with any such works until:

(a) the proprietor or occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

(b) supplies to the Owners Corporation such further particulars of those proposed works as the may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total building, do not endanger the building and are compatible with the overall services to the building and the individual floors; and

(c) the proprietor or occupier receives written approval for those works from the Owners Corporation whose permission for the same will not be unreasonably withheld.

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 10 of 18

9.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work;

9.4 The proprietor or occupier of a lot must ensure that the 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;

9.5 The proprietor or occupier of the lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;

9.6 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building and common property which are caused by such works and if the proprietor of occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner;

9.7 A proprietor or occupier must not arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays at all;

9.8 A proprietor or occupier of a lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation;

9.9 The proprietors or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that proprietor or occupier or their respective tenants, licenses or invitees;

9.10 Subrule 9.7 does not apply if the Owners Corporation has given written permission for the works to be undertaken.

10. SIGNAGE (excepting Commercial Lots, Clarendon Developments One Pty Ltd and / or Clarendon Developments One Pty Ltd's assignee)

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

(a) permit any placard, advertisement or signage in or upon the member's lot or upon the common property;

(b) an owner or occupier of a member's lot shall not permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a lot;

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 11 of 18

OC016571Q
29/11/2012 $55.10 OCR

(c) any member whom erects signage will upon receipt of advice from the manager, immediately remove the illegal signage. Should the member not remove the signage within 48 hours of written advice, the owner consents to the Owners Corporation contractor accessing the property to arrange removal of the same. The cost of the removal will be invoiced to the owner for reimbursement to the Owners Corporation.

11. DAMAGE, REPAIRS AND MAINTENANCE

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

11.1

(a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the common property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants or their invitees of any of the lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot;

(b) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;

(c) interfere with the operation, function or control of any of the common property fixtures, fittings or equipment;

(d) store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance. This rule does not apply to:-

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

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

(e) interfere or activate any of the building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the occupier or member;

11.2 A proprietor or occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the lot for the purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);

11.3 A proprietor or occupier of a lot must ensure that all smoke detectors and fire equipment installed in the lot are properly maintained and tested (excludes sprinklers linked to the main building system);

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 12 of 18

OC016571Q
29/11/2012 $55.10 OCR

11.4 A proprietor or occupier of a lot must ensure that the front door to the apartment is maintained in accordance with the fire regulations and certificate of occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;

11.5 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot;

11.6 A proprietor or occupier of a lot must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another lot within the Owners Corporation or common property;

11.7 A proprietor or occupier of a lot must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

11.8 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 Owners Corporation; or

11.9 not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. Ie. Being fire retardant and of a colour approved by the Owners Corporation;

11.10 A proprietor or occupier of a titled lot (either residential or car park lot) that provides access to any common area equipment, services or structure, must provide access to the Owners Corporation from time to time as required to service, repair or inspect the same. The Owners Corporation must provide a minimum of 24 hours notice unless the matter is an emergency. The Owners Corporation reserves the right to enter a premises for the purpose of repairs or other matter if the matter is an emergency without notice;

11.11 A member, proprietor or occupier of a lot must reimburse the Owners Corporation any fee charged by the MFB relating to a false alarm. Should the occupier fail to reimburse the Owners Corporation, the Owners Corporation reserves the Owner becomes responsible for the cost.

12. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION

12.1 The Owners Corporation will change penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*;

12.2 The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;

12.3 A proprietor must not permit tenants or occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 13 of 18

amount is not paid within 7 days, or within the agreed period, the proprietor will become liable to the Owners Corporation for the amount;

12.4 The proprietor must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including land titles searches, private detective, administration fees or any other fees reasonably expended.

13. SECURITY

13.1 The Owners Corporation may charge a reasonable fee for any additional security key required by the proprietor;

13.2 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a security key issued to him is lost, damaged or destroyed;

13.3 A proprietor or occupier of a lot or their invitees must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the building;

13.4 A member or occupier of a lot must not duplicate or permit to be duplicated a security key without the written consent of the Owners Corporation.

14. COMMERCIAL LOTS - ADDITIONAL REQUIREMENTS

14.1 Without limiting any other rule, the member or occupier of any Commercial Lot must and ensure any proprietor or occupier of the lot must:

(a) maintain the lot in a pristine condition at all times;

(b) not allow signage, advertising, posters or other to be affixed facing internal corridors at all;

(c) keep any internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the building;

(d) not allow signage, directory boards, advertising or other on the exterior face of the property nominated on the plan of subdivision as common property without prior written approval of the Owners Corporation whose permission for the same will not be unreasonably withheld.

(e) be responsible for their own rubbish disposal and store its garbage and waste in receptacles approved by the manager in such part of the common property as is approved by the manager from time to time;

(f) avoid unnecessary noise when filling bins or undertaking maintenance or cleaning;

(g) comply with all health, noise and other regulations in carrying on the business from the Commercial Lot;

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 14 of 18

OC016571Q
29/11/2012 $55.10 OCR

(h) be responsible for all costs associated with the cleaning, repairs and maintenance of the lot;

(i) properly filter all vapour to ensure all oil particles are removed prior to exhausting so that the filtered air contains no residual burnt or cooked oil smell to the surrounding lots or common property;

(j) maintain any common area kitchens, staff rooms, bathrooms, storerooms and garbage storage areas in a presentable condition ensuring the building manager or Owners Corporation manager is immediately notified of any faults with the equipment or services;

14.2 Nothing herein shall prevent or prohibit commercial lots from carrying on their reasonable business operations and to apply for, and obtain any planning permit, liquor license or any other legislative consent or permit which the owner of any commercial lot may apply for including application for outdoor seating provided that at all times the proprietor or occupier of any such commercial lot:

(a) operate lawfully;

(b) obtains each and every permit, liquor license or other consent required and;

(c) operates within the terms of any such liquor license, permit or consent;

(d) additionally, where an applicant seeks a liquor license which allows it to serve liquor before 11am and/or after 9pm, the applicant must first obtain an ordinary resolution by the Owners Corporation at an annual general meeting or special general meeting.

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 15 of 18

OC016571Q
29/11/2012 $55.10 OCR

ANNEXURE A

MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporations Act 2006)

Model Rules

1. Health, Safety & 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:
    (d) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
    (e) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 16 of 18

OC016571Q
29/11/2012 $55.10 OCR

claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

3. Subrule (b) does not apply if the concession or rebate:
   (a) Must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
   (b) Is paid directly to the lot owner or occupier as a refund.

3. Use of Common Property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written permission of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (b) 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 (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

1. To be parked or left in parking spaces situated on common property and allocated for other lots; or
2. On the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. In any place other than a parking area situated on common property specified for that purpose by an owners corporation.

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 17 of 18

OC016571Q
29/11/2012 $55.10 OCR

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (a) or (b) 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 (d) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

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

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

Delivered by LANDATA®. Land Victoria timestamp 05/05/2017 10:04 Page 18 of 18

OC016571Q
29/11/2012 $55.10 OCR

6. Dispute resolution

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

Schedule 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**.

Mayfield
Owners Corporation Managers

20th September 2022

NOTICE OF INTERIM RESOLUTIONS

PS640985E – 1&2
HARVEST APARTMENTS
144-150 CLARENDON STREET SOUTHBANK VIC 3006

As **a quorum was not achieved** at the Annual General Meeting held on 14th September 2022 for Owners Corporation No. 640985E - 1&2. Therefore, in accordance with Section 78 of the *Owners Corporations Act 2006*, **all resolutions made are interim resolutions**.

Providing that a petition is not received all interim resolutions will become resolutions of the Owners Corporation 29 days from the date of the meeting.

Owners Corporations Act 2006 - Section 78

Can a general meeting proceed even without a quorum?

(1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of subsection (4).

(4) Interim resolutions become resolutions of the owners corporation—

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

(b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

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

Mayfield
Owners Corporation Managers

20th September 2022

MINUTES OF THE 2022 ANNUAL GENERAL MEETING

HARVEST APARTMENTS

OWNERS CORPORATION 640985E – 1&2
144-150 CLARENDON STREET SOUTHBANK VIC 3006

Held at:

TIME:	5.30pm – 6.45pm
DATE:	Wednesday 14th September 2022
LOCATION:	Via Zoom Teleconference

1. **Meeting Chairperson & Secretary (OC1&OC2)**
Michelle Varney was appointed as chairperson and Paul Ngo was appointed as secretary for the meeting.

2. **In Attendance/Apologies/Proxies (OC1&OC2)**
In Attendance:

Name	Lot
Richard Conlan	3R
Elaine Heath	102
Roberta Esbitt	112
Zac Goodsell & Rachel Heng	210
Everton Walsh	308
Philip George	310
Ella Webb	401
Karen Gardiner	407
Jason Moloney	501
Adrian Castven	708
Paul Ngo	Mayfield BCM

Proxies:

Name	Lot	
Gillies Property Pty Ltd	S3	appointing Michelle Varney as their
Stuart, Jeneane & Benjamin Brown	205	appointing Paul Ngo as their representative

Apologies:

Name	Lot
Stuart, Jeneane & Benjamin Brown	205
Sujulna Productions	603

3. **Quorum (OC1&OC2)**
The meeting was advised that, in accordance with Sections 77 of the *Owners Corporations Act 2006*, a quorum was NOT achieved for OC1 & OC2, there being less than 50% of lots or lot entitlement represented.

Pursuant Section 78 of the *Owners Corporations Act 2006*, the minutes must be distributed within 14 days and, unless members representing 25% of voting entitlement petition within 14 days for a further meeting, the interim decisions become binding decisions after 29 days.

4. **Managers' Report and Additional Property Reports (OC1&OC2)**
Members received the manager's report and the property financial & works/ongoing matters report, complaints received and waiving of interest during the financial year.

5. **Committee Reports**
The committee had no further items to add to the Managers report

6. **Minutes of the Previous Annual General Meeting (OC1 & OC2)**
Members RESOLVED that the Minutes of the 2021 Annual General Meeting held on 6th October 2021, as enclosed with the Notice, be taken as read and confirmed as a true record of that meeting.

7. **Insurances (OC1)**
Members noted the insurance cover held by the Owners Corporation as follows:

Insurer	AXIS Underwriting
Policy Number	P-004758
Broker	United Insurance Advisers Pty Ltd
Building Sum Insured	$30,848,244
Liability Insurance	$30,000,000
Machinery Breakdown	$100,000
Current period of cover	12/04/22 to 25/01/2023

7.1 The updated valuation undertaken through Prowse Quantity Surveyors in April 2022 as enclosed with the Notice was acknowledged. The meeting then noted that the Owners Corporation is covered in accordance with that valuation.

7.2 Members RESOLVED that, should no other instructions be received from the Owners Corporation at least 2 business days prior to the date of the policy renewal, Mayfield BCM is authorised to renew the existing insurance policy at the same level of cover with the incumbent insurer, or if a change to a different insurer is recommended by the broker, to place insurances through the brokers recommended underwriter.

7.3 Members RESOLVED that, where permitted under Section 23A of the *Owners Corporations Act 2006*, costs associated with excess, increased premiums or damages incurred, will be levied to the responsible owner.

The meeting was then advised that, as required by the registered special rules governing this building, any building works (improvements and/or renovations) within a lot must be reported to the Owners Corporation for approval prior to its commencement, and that relevant compliance certificates must be submitted to the Owners Corporation upon its completion.

In addition, to ensure all lots are reinstated to its original conditions, the Owners Corporation must be advised of any changes to the original building specifications of a lot, so it can be included within the building insurance cover.

As permitted under Section 23A of the *Owners Corporation Act 2006*, should there be any increases in premiums due to the changes within a lot, the increased premiums will be on-charged to the respective lot owners.

Notes on insurance: Members should review the attached information page for important details relating to insurances including coverage of personal contents, commission payments and the authorisations provided to Mayfield under the *Financial Services Reform Act 2001.*

8. **Financial Statements (OC1 & OC2)**
Members RESOLVED that the Audited Financial Statements to 31/01/2022 as provided with the Notice be adopted as the Financial Statements of the Owners Corporations PS640985 - 1&2.

9. **Budget and Fees – Administration Fund & Maintenance Fund Budgets – OC1**
Members RESOLVED that the following administration and maintenance fund budgets to 31/01/2023

be adopted by the owners corporation PS640985-1, with any retrospective adjustment required applied to the next contribution levy notices, with fees being due and payable on the first day of February, May, August and November to 31st January 2023 and continue unchanging until the budget is amended by members.

Administration Fund	**$**	**285,771.52 (inclusive of GST)**
Maintenance Fund	**$**	**55,000.00 (inclusive of GST)**

Refer to the approved budgets attached.

10. **Budget and Fees – Administration Fund & Maintenance Fund Budgets – OC2**
Members RESOLVED that the following administration and maintenance fund budgets to 31/01/2023 be adopted by the Owners Corporation PS640985-2, with any retrospective adjustment required applied to the next contribution levy notices, with fees being due and payable on the first day of February, May, August, and November to 31st January 2023 and continue unchanging until the budget is amended by members.

Administration Fund	**$**	**46,112.00 (inclusive of GST)**
Maintenance Fund	**$**	**0.00**

Refer to the approved budgets attached.

11. **Committee and Officeholders (OC1)**
Members RESOLVED to elect the following members to hold office until the next Annual General Meeting and delegate them all the powers and functions that may delegated in accordance with Section 11 of the *Owners Corporations Act 2006*:

Name	Lot
Michelle Varney	**S3**
Roberta Esbitt	**112**
Zac Goodsell	**210**
Philip George	**310**
Ella Webb	**401**
Karen Gardiner	**407**
Jason Moloney	**502**

A vote of thanks was extended to the outgoing Committee for all their work during the year.

12 **Committee and Officeholders (OC2)**
Members of Owners Corporation 2 (OC2) unanimously RESOLVED to delegate the management of their Owners Corporation and all the powers and functions that may delegated in accordance with Section 11 of the *Owners Corporations Act 2006* to the elected Committee of the unlimited Owners Corporation – Owners Corporation 1 (OC1). This will result in one elected Committee to manage all 2 Owners Corporations.

13. **Grievance Committee (OC1 & OC2)**
Members RESOLVED that those persons elected to the committee be appointed as the Grievance Committee of the Owners Corporations.

14. **Owners Corporation Manager – PS640985 – OC1&OC2**
Members NOTED the appointment of Mayfield Body Corporate Management Pty Ltd as the manager of the Owners Corporation under the terms and conditions set out in the Contract of Appointment to 31st January 2024 and, in accordance with Section 11 of the *Owners Corporations Act 2006*, delegated to them all powers and functions that may be delegated and are necessary for the manager to perform their role in accordance with the *Owners Corporations Act 2006* and the approved Contract of Appointment.

15. **Common Seal**
Members RESOLVED that, pursuant to Section 18A(1) of the *Owners Corporation Act 2006*, the common seals for Owners Corporations 640985E – 1&2 are no longer required and are to be destroyed. The Manager is authorised to arrange for its destruction.

16. **Penalty Interest and Arrears Recovery (OC1 & OC2)**

Members RESOLVED to authorise the charging of interest on overdue fees and charges owing by members to the Owners Corporation which are not paid by the due date.

Members RESOLVED to authorise the manager to take necessary action in respect of any arrears by members along with a standing authority to take action in the Victorian Civil and Administrative Tribunal for the recovery of overdue fees and charges.

17. **Changes to the Owners Corporations Act affecting the Property Financials (OC1 & OC2)**

Members noted that, with the changes to the Owners Corporations Act 2006, Owners Corporation 1 and Owners Corporation 2 are classed as a Tier 2 owners corporations. The owners corporations are therefore required to undertake the following to ensure compliance with these changes:

• Implementation of a Maintenance Plan by 1/12/2022
• Annual Audits or Reviews of Financials to commence year end 31/01/2023 (already in place)

18. **Works and Funding**

Members considered the following works:

18.1 **<u>Foyer Upgrade</u>**

Michelle Varney advised the meeting of the progress of the foyer upgrading works as follows:

- That this project is managed by the current facility management company – CBD Facility Management.
- That the works are tentatively commenced next week. That said, onsite owners and residents will be advised of the commencement date once scheduled.
- That the project management company is to submit details of the traffic management plan and safety requirements. Once received, the Owners Corporation Manager is to circulate it to the committee and have it included within the notice to the residents for their information and compliance.
- That the insurances of the contractor must be submitted prior to the commencement of the works.
- That the total cost of the project would be funded by the existing Maintenance Fund.

18.2 **<u>Building Order</u>**

The meeting was advised that one of the two Building Orders issued by the local council against the building has been cancelled following the recladding project.

In order to request the local council to cancel the remaining Building Order, the following must be submitted:

1. The test report for all defective entrance doors to apartments must show that they are compliant with regulation 226 of the Building Regulations 2018.
2. The details of door manufacturer/ type and the test report for the door needs to substantiate that mortar filling of the jambs did not form part of its tested configuration to justify compliance with AS 1905 – Fire Resistant Door sets.
3. The existing Maintenance Fund shall be utilised for the above tasks.

Mayfield shall contact the council once those above are available for submission.

There being no further business, the meeting concluded at 6.45pm.

Mayfield
Owners Corporation Managers

OWNERS CORPORATION INFORMATION PAGE

INSURANCES

Coverage

The owners corporation insurance does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the owners corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

Commission

Mayfield BCM receive a commission for placement of owners corporation insurance for which Mayfield BCM assist with the processing and overseeing of insurance claims.

Excess & Owners Liability

An owners corporation may levy a lot owner a fee to cover the cost of:

- an excess or increased premium if the claim is caused by a culpable or wilful act or gross negligence of a lot owner, lessee or a guest of lot owner or lessee;
- damage to common property caused by lot owner or lessee where the damage is not covered by insurance or the cost of damage is less than the excess payable on the claim;
- excess relating solely to an owner's lot

Product Disclosure Statement & Financial Services Guide:

These documents can be made available upon request to our office or by contacting the insurer/broker directly.

Lot owner duty of disclosure:

Lot owners must ensure that any change in occupant use of their lot is immediately advised to our office. Changes in use may affect or invalidate the owners corporation's insurance policy and non-disclosure may result in significant uninsured risk and liability. The owners corporation will seek to recover any such losses from owners who fail to duly disclose changes to their lot. If in doubt, please contact our office.

Managers note (General Advice Warning):

In accordance with the Financial Services Reform Act 2001, where Mayfield are an authorised representative of a broker, we are authorised to provide general and factual advice regarding their products. When acting as distributor we are only authorised to provide factual advice.

We are not authorised to provide personal advice. This means we cannot provide advice that takes into account your personal needs, objectives and financial circumstances. If you require personal advice you can contact the relevant broker or insurer as shown above.

ESSENTIAL SAFETY AND OCCUPATIONAL HEALTH & SAFETY

Essential Safety Services (e.g. smoke detectors, fire hydrants, hose reels, sprinklers):

The owners corporation is only responsible for the servicing and maintenance of Essential Safety Services located within the common property. Any services located within private lots are the duty and responsibility of the relevant lot owner to service and maintain except when otherwise advised in writing by the owners corporation. If you are unsure, please check with our office.

Occupational Health & Safety

Should it come to their attention, it is the duty and responsibility of lot owners or their tenants to advise our office immediately by phone and in writing should any OH&S issues arise at the property.

OWNERS CORPORATION RULES

All lot owners, along with any lessee, sub-lessee or occupier of a lot, are bound by the Model and/or Special Rules of the owners corporation. The owners corporation requests you ensure a copy is provided to all guests, residents and/or tenants to ensure their compliance with the rules. Should you not hold a copy of the Rules relating to your owners corporation, please contact our office.

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-1

HARVEST APARTMENTS (PS640985E - OC1), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Aggregate Units of Liability (UOL) 10000 Administrative Fund-	Approved Budget (01/02/2022-31/01/2023)	Adjustment	Current Year (01/02/2021-31/01/2022)			Last Year (01/02/2020-31/01/2021)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
-Accountant Fees	$2,500.00		$2,500.00	$2,692.00	*$-192.00*	$2,500.00	$2,150.00	*$350.00*
-Auto Door/Gate - Repairs	$500.00		$1,000.00	$390.00	*$610.00*	$1,000.00	$599.97	*$400.03*
-Auto Door/Gate - Servicing	$2,000.00		$2,000.00	$1,766.72	*$233.28*	$2,000.00	$1,259.27	*$740.73*
-Building Manager Contract	$87,477.84		$86,677.84	$82,620.08	*$4,057.76*	$74,656.00	$80,281.28	*$-5,625.28*
-Building Notices	$30,000.00		$10,000.00	$33,913.06	*$-23,913.06*	$0.00	$37,250.00	*$-37,250.00*
-Caretaking & Cleaning - Covid-19	$0.00		$0.00	$796.40	*$-796.40*	$0.00	$0.00	*$0.00*
-Cladding Rectification	$0.00		$0.00	$1,287,805.00	*$-1,287,805.00*	$0.00	$0.00	*$0.00*
-Cleaning Products	$500.00		$500.00	$559.48	*$-59.48*	$0.00	$278.78	*$-278.78*
-Electrical Repairs	$1,000.00		$1,000.00	$686.00	*$314.00*	$0.00	$555.00	*$-555.00*
-Fire Alarm Systems (Monitoring)	$2,400.00		$2,300.00	$2,324.88	*$-24.88*	$2,100.00	$2,226.84	*$-126.84*
-Fire Protection - Repairs	$2,000.00		$4,000.00	$190.00	*$3,810.00*	$1,000.00	$1,620.00	*$-620.00*
-Fire Protection - Servicing	$7,000.00		$7,000.00	$7,009.00	*$-9.00*	$6,000.00	$6,785.00	*$-785.00*
-Flower Arrangement	$0.00		$0.00	$141.00	*$-141.00*	$0.00	$0.00	*$0.00*
-General Repairs	$2,000.00		$500.00	$0.00	*$500.00*	$531.23	$267.10	*$264.13*
-Hot Water Systems	$0.00		$0.00	$0.00	*$0.00*	$0.00	$347.46	*$-347.46*
-Insurance - Claims	$1,000.00		$1,000.00	$985.00	*$15.00*	$0.00	$1,000.00	*$-1,000.00*
-Insurance - Excess	$0.00		$0.00	$909.09	*$-909.09*	$0.00	$0.00	*$0.00*
-Insurance - Premiums	$31,000.00		$30,863.81	$34,318.44	*$-3,454.63*	$27,000.00	$29,394.10	*$-2,394.10*
-Keys & Access Devices	$0.00		$0.00	$1,857.00	*$-1,857.00*	$0.00	$1,991.30	*$-1,991.30*
-Legal Expenses	$0.00		$0.00	$0.00	*$0.00*	$0.00	$2,254.55	*$-2,254.55*
-Manager - Disbursements	$4,327.60		$4,121.52	$3,924.48	*$197.04*	$3,963.00	$3,836.42	*$126.58*
-Manager - Management Fees	$49,986.85		$47,606.52	$47,582.02	*$24.50*	$45,775.50	$45,775.44	*$0.06*
-Manager - Schedule 2.2 Fees	$2,000.00		$0.00	$1,505.45	*$-1,505.45*	$0.00	$0.00	*$0.00*

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-1

HARVEST APARTMENTS (PS640985E - OC1), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Aggregate Units of Liability (UOL) 10000 Administrative Fund-	Approved Budget (01/02/2022-31/01/2023)	Adjustment	Current Year (01/02/2021-31/01/2022)			Last Year (01/02/2020-31/01/2021)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
-Mechanical Maintenance	$2,000.00		$4,000.00	$1,940.00	*$2,060.00*	$4,000.00	$1,630.00	*$2,370.00*
-Mechanical Repairs	$1,000.00		$1,000.00	$900.00	*$100.00*	$0.00	$0.00	*$0.00*
-Plumbing	$5,000.00		$2,000.00	$9,410.00	*$-7,410.00*	$1,000.00	$1,200.00	*$-200.00*
-Pump Servicing	$500.00		$1,000.00	$304.00	*$696.00*	$1,000.00	$297.00	*$703.00*
-Recoverable Expense	$0.00		$0.00	$1,163.00	*$-1,163.00*	$0.00	$0.00	*$0.00*
-Roof Access Systems	$1,000.00		$1,200.00	$0.00	*$1,200.00*	$500.00	$2,660.00	*$-2,160.00*
-Security Systems/Intercoms	$0.00		$500.00	$0.00	*$500.00*	$500.00	$0.00	*$500.00*
-Tax	$0.00		$0.00	$0.00	*$0.00*	$0.00	$232.00	*$-232.00*
-Telephone Services	$1,100.00		$1,100.00	$1,052.00	*$48.00*	$1,500.00	$954.00	*$546.00*
-Waste Removal Services	$14,500.00		$12,000.00	$13,049.08	*$-1,049.08*	$12,000.00	$11,230.89	*$769.11*
-Water	$9,000.00		$9,000.00	$8,030.70	*$969.30*	$12,000.00	$9,148.45	*$2,851.55*
Taxes Fees & Charges - PAYG instalments	$0.00		$0.00	$232.00	*$-232.00*	$0.00	$0.00	*$0.00*
TOTAL ADMIN FUND	**$259,792.29**		**$232,869.69**	**$1,548,055.88**	***$-1,315,186.19***	**$199,025.73**	**$245,224.85**	***$-46,199.12***
ADD: ADMIN GST	**$25,979.23**		**$23,286.97**			**$19,902.57**		
TOTAL ADMIN BUDGET	**$285,771.52**		**$256,156.66**			**$218,928.30**		

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-1

HARVEST APARTMENTS (PS640985E - OC1), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Aggregate Units of Liability (UOL) 10000 Maintenance Fund-	Approved Budget (01/02/2022-31/01/2023)	Adjustment	Current Year (01/02/2021-31/01/2022)			Last Year (01/02/2020-31/01/2021)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
-Exit&Emergency Lighting	$0.00		$0.00	$0.00	*$0.00*	$0.00	$2,330.00	*$-2,330.00*
-Major Building Works	$0.00		$0.00	$4,385.00	*$-4,385.00*	$0.00	$0.00	*$0.00*
-Tax	$0.00		$0.00	$0.00	*$0.00*	$0.00	$929.70	*$-929.70*
-Tax Agent Fees	$0.00		$0.00	$0.00	*$0.00*	$0.00	$150.00	*$-150.00*
Levy Income	$50,000.00		$50,000.00	$0.00	*$50,000.00*	$50,000.00	$0.00	*$50,000.00*
TOTAL MAINT FUND	**$50,000.00**		**$50,000.00**	**$4,385.00**	***$45,615.00***	**$50,000.00**	**$3,409.70**	***$46,590.30***
ADD: MAINT GST	**$5,000.00**		**$5,000.00**			**$5,000.00**		
TOTAL MAINT BUDGET	**$55,000.00**		**$55,000.00**			**$55,000.00**		

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-1

HARVEST APARTMENTS (PS640985E - OC1), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Budget Summary (01/02/2022-31/01/2023)

	Approved	1st Instalment 01/02/2022	2nd Instalment 01/05/2022	3rd Instalment 01/08/2022	4th Instalment 01/11/2022	TOTAL (01/02/2022-31/01/2023)	Next Pre Issue 01/02/2023	Next Pre Issue 01/05/2023
Administrative Fund	$285,771.52	$64,038.88	$64,038.88	$78,846.48	$78,846.48	$285,770.72	$78,846.48	$78,846.48
Maintenance Fund	$55,000.00	$13,750.12	$13,750.12	$13,750.12	$13,750.12	$55,000.48	$13,750.12	$13,750.12
Contribution Schedule Total	$340,771.52	$77,789.00	$77,789.00	$92,596.60	$92,596.60	$340,771.20	$92,596.60	$92,596.60
Amount to Collect	**$340,771.52**	**$77,789.00**	**$77,789.00**	**$92,596.60**	**$92,596.60**	**$340,771.20**	**$92,596.60**	**$92,596.60**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-2

HARVEST APARTMENTS (PS640985E - OC2), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Aggregate Units of Liability (UOL) 9417 Administrative Fund-	Approved Budget (01/02/2022-31/01/2023)	Adjustment	Current Year (01/02/2021-31/01/2022)			Last Year (01/02/2020-31/01/2021)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
-Accountant Fees	$800.00		$0.00	$700.00	*$-700.00*	$1,000.00	$0.00	*$1,000.00*
-Carpet/Tile Cleaning	$620.00		$620.00	$0.00	*$620.00*	$0.00	$300.00	*$-300.00*
-Electricity	$10,000.00		$11,000.00	$8,425.81	*$2,574.19*	$10,000.00	$11,443.11	*$-1,443.11*
-Gas	$1,500.00		$2,500.00	$1,004.18	*$1,495.82*	$2,000.00	$2,223.05	*$-223.05*
-General Repairs	$2,000.00		$1,000.00	$0.00	*$1,000.00*	$0.00	$0.00	*$0.00*
-Legal Expenses	$0.00		$0.00	$0.00	*$0.00*	$0.00	$454.55	*$-454.55*
-Lift - Repairs	$2,500.00		$2,000.00	$2,565.00	*$-565.00*	$1,300.00	$1,890.00	*$-590.00*
-Lift - Servicing	$13,200.00		$12,000.00	$12,585.36	*$-585.36*	$15,000.00	$12,690.24	*$2,309.76*
-Manager - Disbursements	$3,300.00		$3,300.00	$3,300.00	*$0.00*	$3,120.00	$3,172.00	*$-52.00*
-Recoverable Expense	$0.00		$0.00	$350.00	*$-350.00*	$0.00	$0.00	*$0.00*
-Security Systems/Intercoms	$3,000.00		$0.00	$0.00	*$0.00*	$0.00	$584.80	*$-584.80*
-Window Cleaning	$5,000.00		$5,000.00	$4,500.00	*$500.00*	$5,000.00	$0.00	*$5,000.00*
TOTAL ADMIN FUND	**$41,920.00**		**$37,420.00**	**$33,430.35**	***$3,989.65***	**$37,420.00**	**$32,757.75**	***$4,662.25***
ADD: ADMIN GST	**$4,192.00**		**$3,742.00**			**$3,742.00**		
TOTAL ADMIN BUDGET	**$46,112.00**		**$41,162.00**			**$41,162.00**		

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-2

HARVEST APARTMENTS (PS640985E - OC2), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Aggregate Units of Liability (UOL) 9417 Maintenance Fund-	Approved Budget (01/02/2022-31/01/2023)	Adjustment	Current Year (01/02/2021-31/01/2022)			Last Year (01/02/2020-31/01/2021)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
TOTAL MAINT FUND	**$0.00**		**$0.00**	**$0.00**	***$0.00***	**$0.00**	**$0.00**	***$0.00***
ADD: MAINT GST	**$0.00**		**$0.00**			**$0.00**		
TOTAL MAINT BUDGET	**$0.00**		**$0.00**			**$0.00**		

Mayfield Body Corporate Management
Approved Budget for Owners Corporation 640985-2

HARVEST APARTMENTS (PS640985E - OC2), 144-150 Clarendon Street SOUTHBANK

Prepared by Mayfield Body Corporate Management (ABN 82 159 348 642)
Level 1, Suite 114, 370 St Kilda Road MELBOURNE VIC 3004 Ph 03 9645 9981 Fax N/A

Budget Summary (01/02/2022-31/01/2023)

	Approved	1st Instalment 01/02/2022	2nd Instalment 01/05/2022	3rd Instalment 01/08/2022	4th Instalment 01/11/2022	TOTAL (01/02/2022-31/01/2023)	Next Pre Issue 01/02/2023	Next Pre Issue 01/05/2023
Administrative Fund	$46,112.00	$10,290.40	$10,290.40	$12,765.65	$12,765.65	$46,112.10	$12,765.65	$12,765.65
Maintenance Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contribution Schedule Total	$46,112.00	$10,290.40	$10,290.40	$12,765.65	$12,765.65	$46,112.10	$12,765.65	$12,765.65
Amount to Collect	**$46,112.00**	**$10,290.40**	**$10,290.40**	**$12,765.65**	**$12,765.65**	**$46,112.10**	**$12,765.65**	**$12,765.65**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

PS640985-1

Total Units Liability	**10000**	**Total Admin**	**$ 285,771.52**	**Previous Admin**	**$ 256,156.66**
Total Owners	**80**	**Total Maintenance**	**$ 55,000.00**	**Previous Maint**	**$ 55,000.00**
Levy Installments	**4**				

Lot	Units Liability	No. Lots	Admin Annual	Admin Quarterly	Charged Oct 22	Back Adj Nov 22	Maintenance Annual	Maintenance Quarterly
3R	49	1	$ 1,400.28	$ 350.07	$ 941.38	$ 458.90	$ 269.50	$ 67.38
101	111	1	$ 3,172.06	$ 793.02	$ 2,132.50	$ 1,339.49	$ 610.50	$ 152.63
102	99	1	$ 2,829.14	$ 707.28	$ 1,901.96	$ 1,194.68	$ 544.50	$ 136.13
103	99	1	$ 2,829.14	$ 707.28	$ 1,901.96	$ 1,194.68	$ 544.50	$ 136.13
104	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
105	84	1	$ 2,400.48	$ 600.12	$ 1,613.79	$ 1,013.67	$ 462.00	$ 115.50
106	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
107	106	1	$ 3,029.18	$ 757.29	$ 2,036.45	$ 1,279.15	$ 583.00	$ 145.75
108	106	1	$ 3,029.18	$ 757.29	$ 2,036.45	$ 1,279.15	$ 583.00	$ 145.75
109	106	1	$ 3,029.18	$ 757.29	$ 2,036.45	$ 1,279.15	$ 583.00	$ 145.75
110	140	1	$ 4,000.80	$ 1,000.20	$ 2,689.64	$ 1,689.44	$ 770.00	$ 192.50
111	135	1	$ 3,857.92	$ 964.48	$ 2,593.59	$ 1,629.11	$ 742.50	$ 185.63
112	132	1	$ 3,772.18	$ 943.05	$ 2,535.95	$ 1,592.90	$ 726.00	$ 181.50
201	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
202	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
203	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
204	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
205	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
206	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
207	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
208	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
209	96	1	$ 2,743.41	$ 685.85	$ 1,844.33	$ 1,158.48	$ 528.00	$ 132.00
210	135	1	$ 3,857.92	$ 964.48	$ 2,593.59	$ 1,629.11	$ 742.50	$ 185.63
211	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75

212	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75
213	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75
214	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75
215	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75
216	130	1	$ 3,715.03	$ 928.76	$ 2,497.53	$ 1,568.77	$ 715.00	$ 178.75
301	140	1	$ 4,000.80	$ 1,000.20	$ 2,689.64	$ 1,689.44	$ 770.00	$ 192.50
302	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
303	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
304	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
305	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
306	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
307	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
308	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
309	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
310	140	1	$ 4,000.80	$ 1,000.20	$ 2,689.64	$ 1,689.44	$ 770.00	$ 192.50
401	141	1	$ 4,029.38	$ 1,007.34	$ 2,708.86	$ 1,701.51	$ 775.50	$ 193.88
402	97	1	$ 2,771.98	$ 693.00	$ 1,863.54	$ 1,170.54	$ 533.50	$ 133.38
403	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
404	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
405	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
406	152	1	$ 4,343.73	$ 1,085.93	$ 2,920.19	$ 1,834.25	$ 836.00	$ 209.00
407	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
408	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
409	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
410	141	1	$ 4,029.38	$ 1,007.34	$ 2,708.86	$ 1,701.51	$ 775.50	$ 193.88
501	141	1	$ 4,029.38	$ 1,007.34	$ 2,708.86	$ 1,701.51	$ 775.50	$ 193.88
502	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
503	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
504	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
505	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
506	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75

507	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
508	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
509	108	1	$ 3,086.33	$ 771.58	$ 2,074.87	$ 1,303.29	$ 594.00	$ 148.50
510	141	1	$ 4,029.38	$ 1,007.34	$ 2,708.86	$ 1,701.51	$ 775.50	$ 193.88
601	142	1	$ 4,057.96	$ 1,014.49	$ 2,728.07	$ 1,713.58	$ 781.00	$ 195.25
602	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
603	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
604	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
605	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
606	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
607	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
608	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
609	109	1	$ 3,114.91	$ 778.73	$ 2,094.08	$ 1,315.35	$ 599.50	$ 149.88
610	142	1	$ 4,057.96	$ 1,014.49	$ 2,728.07	$ 1,713.58	$ 781.00	$ 195.25
701	142	1	$ 4,057.96	$ 1,014.49	$ 2,728.07	$ 1,713.58	$ 781.00	$ 195.25
702	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
703	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
704	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
705	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
706	154	1	$ 4,400.88	$ 1,100.22	$ 2,958.61	$ 1,858.39	$ 847.00	$ 211.75
707	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
708	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
709	110	1	$ 3,143.49	$ 785.87	$ 2,113.29	$ 1,327.42	$ 605.00	$ 151.25
710	142	1	$ 4,057.96	$ 1,014.49	$ 2,728.07	$ 1,713.58	$ 781.00	$ 195.25
S3	542	1	$ 15,488.82	$ 3,872.20	$ 10,412.77	$ 6,540.56	$ 2,981.00	$ 745.25
	10000	**80**	**$ 285,771.52**	**$ 71,442.88**	**$ 192,117.49**	**$ 120,542.21**	$ 55,000.00	$ 13,750.00

PS612905P-2

Total Units Liability	**9417**	**Total Admin**	**$**	**46,112.00**	**Prevoius Admin**	**$**	**41,162.00**
Total Owners	**78**	**Total Maintenance**	**$**	**-**	**Previous Maint**	**$**	**-**
Levy Installments	**4**		**$**	**46,112.00**		**$**	**41,162.00**

Lot	Units Liability	No. Lots	Admin Annual	Admin Quarterly	Charged Oct 22	Back Adj Nov 22
101	112	1	$ 548.43	$ 137.11	$ 367.17	$ 181.26
102	99	1	$ 484.77	$ 121.19	$ 324.55	$ 160.22
103	99	1	$ 484.77	$ 121.19	$ 324.55	$ 160.22
104	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
105	84	1	$ 411.32	$ 102.83	$ 275.37	$ 135.95
106	154	1	$ 754.09	$ 188.52	$ 504.85	$ 249.23
107	106	1	$ 519.05	$ 129.76	$ 347.50	$ 171.55
108	106	1	$ 519.05	$ 129.76	$ 347.50	$ 171.55
109	106	1	$ 519.05	$ 129.76	$ 347.50	$ 171.55
110	140	1	$ 685.53	$ 171.38	$ 458.96	$ 226.58
111	135	1	$ 661.05	$ 165.26	$ 442.57	$ 218.48
112	132	1	$ 646.36	$ 161.59	$ 432.73	$ 213.63
201	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
202	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
203	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
204	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
205	152	1	$ 744.29	$ 186.07	$ 498.30	$ 246.00
206	152	1	$ 744.29	$ 186.07	$ 498.30	$ 246.00
207	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
208	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
209	96	1	$ 470.08	$ 117.52	$ 314.71	$ 155.37
210	135	1	$ 661.05	$ 165.26	$ 442.57	$ 218.48
211	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39
212	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39
213	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39

214	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39
215	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39
216	130	1	$ 636.57	$ 159.14	$ 426.18	$ 210.39
301	140	1	$ 685.53	$ 171.38	$ 458.96	$ 226.58
302	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
303	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
304	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
305	152	1	$ 744.29	$ 186.07	$ 498.30	$ 246.00
306	152	1	$ 744.29	$ 186.07	$ 498.30	$ 246.00
307	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
308	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
309	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
310	140	1	$ 685.53	$ 171.38	$ 458.96	$ 226.58
401	141	1	$ 690.43	$ 172.61	$ 462.24	$ 228.19
402	97	1	$ 474.98	$ 118.74	$ 317.99	$ 156.99
403	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
404	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
405	153	1	$ 749.19	$ 187.30	$ 501.58	$ 247.62
406	153	1	$ 749.19	$ 187.30	$ 501.58	$ 247.62
407	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
408	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
409	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
410	141	1	$ 690.43	$ 172.61	$ 462.24	$ 228.19
501	141	1	$ 690.43	$ 172.61	$ 462.24	$ 228.19
502	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
503	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
504	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
505	154	1	$ 754.09	$ 188.52	$ 504.85	$ 249.23
506	154	1	$ 754.09	$ 188.52	$ 504.85	$ 249.23
507	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
508	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79

509	108	1	$ 528.84	$ 132.21	$ 354.05	$ 174.79
510	141	1	$ 690.43	$ 172.61	$ 462.24	$ 228.19
601	142	1	$ 695.33	$ 173.83	$ 465.51	$ 229.81
602	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
603	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
604	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
605	154	1	$ 754.09	$ 188.52	$ 504.85	$ 249.23
606	154	1	$ 754.09	$ 188.52	$ 504.85	$ 249.23
607	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
608	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
609	109	1	$ 533.74	$ 133.43	$ 357.33	$ 176.41
610	142	1	$ 695.33	$ 173.83	$ 465.51	$ 229.81
701	143	1	$ 700.22	$ 175.06	$ 468.79	$ 231.43
702	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
703	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
704	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
705	155	1	$ 758.98	$ 189.75	$ 508.13	$ 250.85
706	155	1	$ 758.98	$ 189.75	$ 508.13	$ 250.85
707	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
708	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
709	110	1	$ 538.63	$ 134.66	$ 360.61	$ 178.02
710	143	1	$ 700.22	$ 175.06	$ 468.79	$ 231.43
	9417	**78**	**$ 46,112.00**	**$ 11,528.00**		

REPLACEMENT VALUATION

for

144 CLARENDON ST
SOUTHBANK VIC 3006

PS 640985

12/04/2022

No. 16666

Prepared by

Leary & Partners Pty Ltd

Tel: 1800 808 991
Fax: 1800 808 921
Email: enquiries@leary.com.au

DATE OF VALUATION:	8-Apr-2022
JOB No.	16666
BUILDING NAME:	**144 CLARENDON STREET**
ADDRESS:	144 CLARENDON STREET SOUTHBANK VIC 3006 PS 640985E

BUILDING REPLACEMENT INSURANCE VALUATION

Demolition and removal of debris	1,284,280
Replacement cost of building(s)	22,370,990
External works	141,810
Professional fees (12%)	3,305,169
Price escalation during 12 month policy period, plus demolition, planning, documentation, tenders/construction	3,745,995
Demolition / re-documentation period	78 weeks
Re-construction period	80 weeks

TOTAL VALUATION

	Ex GST	Inc GST
Recommended sum insured as at 08 April 2022	**$28,043,858**	**$30,848,244**

Please consult with your insurance broker to determine whether the insurance policy requires the sum insured to include or exclude the GST component.

This valuation is based on the assumption that the building(s) may be rebuilt in substantially similar design and in compliance with all current Council and Building Code requirements.

This is a replacement insurance valuation and as such is not intended to be a structural survey on any of the improvements mentioned therein. The valuation is for the use only of the party to whom it is addressed and for no other purpose other than as stated, without Leary and Partners Pty Ltd written consent. No responsibility is accepted for any third party who may use or rely on the whole or any part of the contents of this replacement insurance valuation.

SUPERVISING QUANTITY SURVEYOR

This valuation has been prepared by a Leary & Partners quantity surveyor and has been reviewed and endorsed by the undersigned Fellow of The Australian Institute of Quantity Surveyors as an accurate assessment of the building replacement costs as described within this report.

David Leary FAIQS ICECA

PREAMBLES

PURPOSE OF REPORT

The property detail section of this report is:

- to briefly describe the nature of the building and external works
- to act as a guide to the standard of finishes at the time the inspection was carried out

LEGISLATIVE REQUIREMENTS

This replacement valuation was calculated in accordance with the requirements of:

- Section 59 of the Owners Corporations Act 2006 (VIC)

FURNITURE, LOOSE FITTINGS, FLOOR COVERINGS, etc.

The following have not been included in the valuation:

- furniture, loose fittings, stock, soft floor coverings (e.g. carpets and vinyl flooring), curtains and blinds

COSTS NOT INCLUDED

Only costs directly associated with the construction aspects of rebuilding have been assessed. The costs that have not been assessed include:

- loss of rent or income during reconstruction
- relocation of tenants during construction
- allowance for the additional cost of labour and materials in the event of a wide spread catastrophe
- legal and surveying costs in terminating existing schemes, obtaining new planning and subdivision approvals and registering a new plan or related court costs
- any extra cost resulting from excavation or locality price differences if rebuilding a similar building on an alternative site due to new planning restrictions

CONSULTANTS FEES

Costs have been calculated on the basis that the following consultants would be required to document the new works:

- project manager
- surveyor
- architect
- structural engineer
- mechanical engineer
- electrical engineer
- hydraulics consultant
- quantity surveyor

ANNUAL UPDATES RECOMMENDED

Historically construction costs are prone to periods of rapid fluctuation, therefore we:

- recommend that this replacement valuation be reviewed annually
- accept no responsibility for the accuracy of the insured amount(s) if periodic adjustments are made without our being consulted

FLOOR AREAS

Floor areas have been assessed using information from the site inspection and other available sources:

- floor areas shown are intended to be an approximate guide only

CONSTRUCTION DESCRIPTION

The construction descriptions provided in this report reflect our best assessment of the probable construction materials used, based on what we saw of the building infrastructure and our knowledge of general construction practice:

- this information cannot be used as a building specification
- this information cannot be used to determine whether specific materials, such as asbestos, manufactured board cladding or flammable metal cladding are present

- descriptions are based on an inspection of the external and internal common areas of the scheme which are generally accessible by pedestrians and to which access was provided
- the inspection was undertaken visually from ground / floor level
- no invasive or destructive testing was carried out
- where building elements are viewed at a distance or covered by surface finishes such as paint and render, it may not possible for us to determine the type of building material used
- similarly, we may not be able to identify the use of different underlying base materials at various locations underneath the surface finish
- it may not be possible for us to identify when materials have been manufactured and installed with the intention of replicating the appearance of a different type of material / finish
- in this report, “manufactured board” is used to describe materials made from glued together or compressed fibres, sandwiched panels and other sheeting of similar appearance
- the products covered by the term ‘manufactured board’ include (but are not limited to) fibre cement (FC), blue board, green board, plywood, particle board and Masonite
- the term masonry is used to describe construction using bricks or blocks

If, for insurance purposes, it is important to determine the exact composition of the building elements or whether a specific type of material is present:

- we recommend that the owners corporation commission a registered building inspector or engineer to undertake a detailed inspection and sample testing

FLOOR AREAS

Floor areas given below are approximate gross floor areas including both fully enclosed areas and unenclosed covered areas measured to the:

- internal faces of external walls
- 7719 m2

CONSTRUCTION

building description

- 10 No. level(s)
- 78 No. residential unit(s)
- 3 No. retail unit(s)
- basement parking

BUILDING ELEMENTS

slabs & floors

- reinforced concrete slab on ground
- suspended upper floors
- suspended stairs and landings

frame

- concrete frame

walls

- load bearing block
- framed and clad with manufactured board
- in situ & tilt up concrete panels
- glazed shop front

windows and doors

- aluminium windows
- aluminium doors
- timber doors

roof

- steel framed roof
- metal deck roof sheeting

rainwater goods

- galvanised steel rainwater goods

BUILDING SERVICES

fire protection

- fire sprinklers
- fire extinguishers
- fire detectors
- fire control panel
- landing valves
- fire hose reels

lifts

- 2 No. passenger lift(s)

ventilation and air conditioning

- exhaust ventilation to wet areas
- exhaust ventilation to basement

security and communications

- audio visual intercom
- digital access control system
- camera surveillance

EXTERNAL WORKS

screen walls

- aluminium screen walls

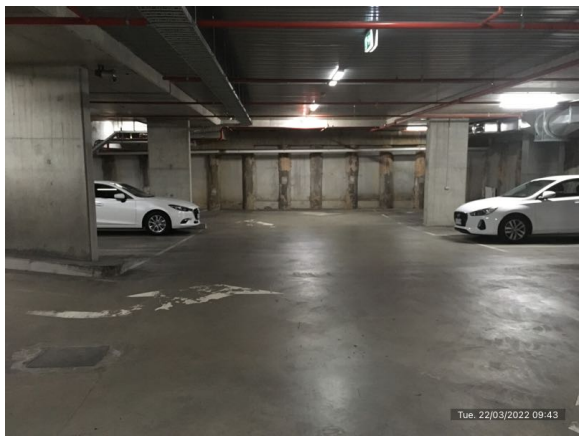
paving

- concrete paving
- quarry tiled paving
- concrete crossovers
- cobblestone paving

sundries

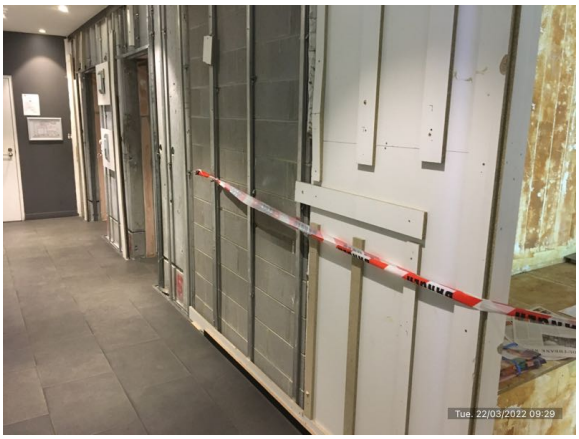
- letterboxes
- underground services


Tue. 22/03/2022 09:42


Tue. 22/03/2022 09:43


MDT
Tue. 22/03/2022 09:26


Tue. 22/03/2022 09:28


Tue. 22/03/2022 09:29


Tue. 22/03/2022 09:17


Tue. 22/03/2022 09:18


Tue. 22/03/2022 09:51

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:	**Oconnell Super Nominees Pty Ltd**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER	RENTER	**Katarina Klarica**	**kklarica@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **409/144 Clarendon Street SOUTHBANK, VIC, 3006**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: **4/11/2022** End date**: 3/11/2023**
(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
$1,738.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **3rd** of each month
Date first rent payment due **03 November 2022**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,738.00**
Date bond payment due: **03 November 2022**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Sharon Angeline
Sharon Angeline (Oct 21, 2022 13:02 GMT+11)

Signature of AGENT on behalf of the RENTAL PROVIDER — **Sharon Angeline** *Name* — *Date* Oct 21, 2022

RENTER

Signature of RENTER — **Katarina Klarica** *Name* — *Date* Oct 24, 2022

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 21 October 2022

PT1060_RRA clarendon

Final Audit Report 2022-10-23

Created:	2022-10-21
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAADVqHTCBalLoaXrKG2Mf92OILSB_T0T-k

"PT1060_RRA clarendon" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2022-10-21 - 0:40:20 AM GMT- IP address: 117.54.109.8

Document emailed to Sandy Berahim (pm2.oa@xynergy.com.au) for signature
2022-10-21 - 0:41:43 AM GMT

Email viewed by Sandy Berahim (pm2.oa@xynergy.com.au)
2022-10-21 - 2:00:41 AM GMT- IP address: 66.249.84.220

Signer Sandy Berahim (pm2.oa@xynergy.com.au) entered name at signing as Sharon Angeline
2022-10-21 - 2:02:46 AM GMT- IP address: 103.79.105.168

Document e-signed by Sharon Angeline (pm2.oa@xynergy.com.au)
Signature Date: 2022-10-21 - 2:02:48 AM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to kklarica@gmail.com for signature
2022-10-21 - 2:02:50 AM GMT

Email viewed by kklarica@gmail.com
2022-10-21 - 2:06:37 AM GMT- IP address: 66.249.84.203

Email viewed by kklarica@gmail.com
2022-10-22 - 11:53:45 PM GMT- IP address: 66.249.84.220

Email viewed by kklarica@gmail.com
2022-10-23 - 9:43:53 PM GMT- IP address: 66.249.84.223

Signer kklarica@gmail.com entered name at signing as Katarina Klarica
2022-10-23 - 9:45:15 PM GMT- IP address: 203.194.54.223

Document e-signed by Katarina Klarica (kklarica@gmail.com)
Signature Date: 2022-10-23 - 9:45:17 PM GMT - Time Source: server- IP address: 203.194.54.223

Agreement completed.

2022-10-23 - 9:45:17 PM GMT

Adobe Acrobat Sign