

Contract of sale of land

**Property: Unit 410/ 803 Dandenong Road, Malvern East VIC
3145**



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Contract of sale of land

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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 authorized to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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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 / ,

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

.....

State nature of authority, if applicable:

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

Print name(s) of person(s) signing: UPALI DORATIYAWA

.....

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 LAW LAND
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 RESIDENT 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

Particulars of sale

Vendor's estate agent

Name: Chris Zhang Pty Ltd trading as Harcourts asap
Address: 2/82 Cheltenham Road Dandenong 3175

Email: alok.paudel@harcouts.com.au

Tel:

Mob: 0425616325

Fax:

Ref: Alok Paudel

Vendor:

Name: UPALI DORATYAWA

Address: 46 Brookwater Parade, Lyndhurst VIC 3975

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: AARYAA CONVEYANCING

Address: 2 She Oak Place, Cranbourne North, VIC 3977

Email: info@aaryaaconveyancing.com.au

Tel: 03 5995 7932

Mob: 0412 932 239

Fax:

Ref: 22197

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: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12035 Folio 000	410	729581M

If no title or plan references 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 410, 803 Dandenong Road, Malvern East VIC 3145**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*) Fixed floor coverings, electric light fittings, window furnishings, as inspected at the time of sale

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 the _____ day of _____ 2022

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 _____ with _____ options to renew, each of _____ years
- OR
- ✓ ☐ a residential tenancy for a fixed term ending on 25/12/2022
- 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:

(or another lender chosen by the purchaser)

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

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Conditions

(Private Sale)

1. Section 32 Statement

The purchaser acknowledges that prior to signing the Contract of Sale or any other document concerning the purchase of the subject land which was legally binding or intended to be legally binding he received from the vendor's agent a statement in writing in compliance with Section 32 of the Sale of Land Act 1962 signed by the vendor.

2. Copy of Contract

The purchaser acknowledges that he has received a copy of this contract of sale after having signed same.

3. Directors Guarantees

If the purchaser shall be or include a company the company shall procure the execution of each of its Directors of a guarantee of the due performance of this contract. Such guarantee shall (in the form attached to this Contract) be delivered to the vendor's solicitors within fourteen (14) days of the date hereof.

4. Deposit

The said deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 (as amended) and on the purchaser becoming entitled to a Transfer or Conveyance of the land hereby sold (or in the case of a terms contract the purchaser becomes entitled to possession of the land sold or to the receipt of the rents and profits thereof) the purchaser will provide to the vendor a written acknowledgment to that effect.

5. Identity of land

The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars set out in the Particulars of Sale. He shall not make any requisition or claim any compensation for any alleged misdescription of that land or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the cost of doing so.

6. Planning

The purchaser buys subject to any restrictions imposed by and to the provisions of the local Planning Scheme and any other Town Planning Acts or Schemes.

7. Goods

The property and any goods sold by this Contract shall not pass to the purchaser until payment in full of the purchase price.

8. Condition of Property

General Conditions 30.4, 30.5 and 30.6 do not apply to this Contract.

9. Representations

The purchaser acknowledges that the selling agents have acted as agents of the vendor and that no information representation or warranty of the vendor or his agents (including any information representation or warranty as to the fitness or suitability of the property sold for any purpose or concerning the quality or manner of construction of the buildings erected on the land or as to any of the fixtures furnishings fittings improvements or chattels) was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale constitutes the entire agreement between the vendor and the purchaser.

10. Foreign Purchaser

The purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 of the Commonwealth of Australia does not apply to the purchaser or to this purchase. In the event that that Act does, in fact, apply to the purchaser and/ or to this purchase, in breach of the warranty contained in this Special Condition, the purchaser agrees to indemnify and compensate the vendor in respect of any loss damage action claim demand penalty fine or costs which may be incurred by the vendor as a consequence thereof.

11. Tenants In Common

11.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

11.2 If the proportions recorded in the Transfer different from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.

11.4 This Special Condition will not merge on completion.

12. FIRB approval

The purchaser warrants that no consents are required to this contract under the Foreign Acquisition and Takeovers Act 1975 and that Act has no application to the purchaser or to this contract. If the purchaser breaches this warranty (whether intentionally or otherwise) the purchaser will indemnify and compensate the vendor for any costs and damages. This warranty and Indemnity will continue on completion of this Contract.

14 Purchasers no Objections

The purchaser shall make no objection, claim compensation or delay payment of any moneys due to or in connection with:-

14.6 Any matters referred to in this Special Condition:

14.7 Any contamination on the land or development:

14.8 Any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown with may affect the land:

14.9 The roof or surface water drainage from the land being connected to sewerage service:

14.10 There being or not being an easement or other right in respect of a service for the land being a joint service or passing through another land, or any service for another land passing through the land (including air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service); The condition or existence or non- existence of services.

13. Condition of Property, Services and Utilities

The Purchaser acknowledges and agrees that;

- a) The Purchaser has purchased the Property entirely as a result of the Purchaser's own inspections, enquiries and due diligence in connection with the Property including any building works, fencing, tanks, sheds (if applicable) and that the Purchaser does not rely on any representations or warranty of any nature made by or on behalf of the Vendor, the Vendor(s) agents or representatives.
- b) Any improvements on and in connection with the Land and Property including fencing, tanks, sheds (if applicable) may be subject to, or require compliance with any laws and any failure to comply with any Laws will not, and will not be deemed to, constitute a defect in the Vendors title or affect the validity of this Contract.
- c) The Purchaser shall not make any requisition or objection or refuse or delay payment of the Price or claim compensation in respect of any matter in connection with special condition 13.

14. Default or Breach

In the event the Purchaser fails to complete the purchase of the Project on the date specified in the Contract between the vendor and the Purchaser for payment of the residue as defined in the Contract, the Vendor may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract.

- a) All cost associated and obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c) Costs and expenses as between the Vendors conveyancer and the Vendor
- d) A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter set as \$110.00 on each occasion of reschedule.

15. Nomination

General Condition 18 is amended by adding additional sentence as follows:

'any nomination must be made at least 14 days before the settlement date. If the purchaser wishes to nominate it must deliver to the Vendor's legal representative or conveyancer –

- a) a nomination form dated and signed by the Contracted purchaser and the nominate co-purchaser, substitute purchaser or alternative purchaser;
- b) a payment by the nominee to the Vendors legal representative or conveyancer for \$275.00 in respect of the legal costs payable by the nominee under the nomination”.

GUARANTEE

1. The 'guarantor', 'vendor', 'purchaser' and 'contract' are set out in the schedule.
2. In consideration of the vendor at the request of the guarantor entering into the contract the guarantor:
 - 2.1. agrees to be jointly and severally liable with the purchaser to the vendor for the performance of all the obligations of the purchaser.
 - 2.2. guarantees to the vendor the payment of all money payable by the purchaser and the performance of the purchaser's obligations.
3. If for any reason all or any part of the contract is unenforceable by the vendor against the purchaser the guarantor will indemnify the vendor against all loss including all money that would have been payable by or recoverable from the purchaser if the contract had been enforceable against the purchaser.

SCHEDULE

Guarantor:

Vendor:

Purchaser:

Contract: a contract dated the day of 20

between the vendor and the purchaser for Lot

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)

.....
Witness

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)

.....
Witness

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 behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorized 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 authorization 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 authorized 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 authorized 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 'authorized 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 authorized 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.
- (a) Each party must:
 - (b) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (c) 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
 - (d) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.3 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.
- 18.4 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 lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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;

- (a) 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

- 19.2 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).
- 19.3 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.
- 19.4 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

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

TIME & CO OPERATION

- 25.13 Time is of the essence of this contract.
- 25.14 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.
- 25.15 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.
- 25.16 Any unfulfilled obligation will not merge on settlement.

26. SERVICE

- 26.1 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.
- 26.2 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.
- 26.3 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 authorized 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.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28. INSPECTION

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

29. TERMS CONTRACT

- 29.1 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.
- 29.2 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 authorized 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.

30. LOSS OR DAMAGE BEFORE SETTLEMENT

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.

31. 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

32. 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.

33. DEFAULT NOTICE

33.1 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.

33.2 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.

34. DEFAULT NOT REMEDIED

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

**VENDOR STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 (Vic) ("the Act")**

VENDOR: UPALI DORATIYAWA

PROPERTY: UNIT 410, 803 DANDENONG ROAD, MALVERN EAST VIC 3145

1. FINANCIAL MATTERS

1.1 Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits are as follows:

Not applicable.

1.2 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them) Total outgoings do not exceed \$ 3,000.00

1.3 Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act including the amount owing under the charge as follows:

None to the Vendor's knowledge, other than as disclosed in the attached certificates.

1.4 The amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of those rates, taxes, charges and outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge are as follows:

Authority	Amount (annually)	Interest
Stonnington City Council	\$818.42	(if any)
Yarra Valley Water	\$621.72	
Land Tax	\$102.92	
Owners Corp	\$2,097.00	

The purchaser may become liable in consequence of the purchase of the land for the following:

- Usual adjustment of outgoings at settlement.
- Land Tax, if the land is not exempt as a principal place of residence as at the settlement date.

1.5 If the land is to be sold pursuant to a terms contract where the Purchaser is obliged to make two or more payments to the Vendor after the execution of the contract and before the Purchaser is entitled to a conveyance or transfer of the land, the information set out in Schedule 2 of the Act is attached.

Not applicable.

2. **LAND USE MATTERS**

2.1 Easements, Covenants or Other Similar Restrictions

- (a) As description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) –

Is in the attached copies of title documents.

- (b) Particulars of any existing failure to comply with the easements, covenants or other similar restrictions are:

None to the Vendors' knowledge

2.2 Road Access

There is access to the Property by road.

2.3 Designated Bushfire Prone Area

The land is NOT in a Bushfire Prone Area

2.4 Planning Scheme

Attached is a certificate with the required specified information.

3. **SERVICES**

The following services are **connected/not connected** to the property as at the date of this statement:

Service	Connected/Not connected
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Note: Those services which are connected to the land as at the date of this statement may be disconnected prior to settlement. The purchaser is responsible for payment of reconnection fees (if any).

4. **INSURANCE**

4.1 Damage and Destruction

This section 4.1 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.

4.2 Owner Builder

This section 4.2 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.

4.3 Where there is a residence on the land which was constructed within the preceding six years, and section 137B of The Building Act 1993 applies.

Not Applicable

5. **NOTICES**

5.1 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: -

None to the Vendor's knowledge.

5.2 Particulars of any 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 are as follows:

None to the Vendor's knowledge

5.3 Particulars of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:

None to the Vendor's knowledge

6. **LEASE**

The property is presently under an ongoing Residential Lease Agreement. Agreement attached.

7. **BUILDING PERMITS**

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land are as follows (required only where the Property includes a residence):

Not Applicable

8. **OWNERS CORPORATION**

If the land is affected by an Owners Corporation within the meaning of the ***Owners Corporation Act 2006:-***

Certificate attached

9. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

8.1 The land **is not** subject to a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***).

8.2 The land **is not** subject to a GAIC recording (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

10. **TITLE**

9.1 Register Search Statement Certificate of Title Volume 09243 Folio 391

9.2 Plan of Subdivision 120909

11. **DISCLOSURE OF ENERGY EFFICIENT INFORMATION**

This information is not required to be disclosed under Section 32 of the Sale of Land Act 1962 but is included for convenience.

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

11.1 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

11.2 which has a net lettable area of at least 2000 metre square, (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 (VIC) 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 statement but the checklist has been attached as matter of convenience.

13. **ATTACHMENTS**

Attached are copies of the following:-

- Registered Search Statement
- Copy of Plan
- Land information Certificate
- Yarra Valley Water Certificate
- Owners Corporation Basic Report
- Owners Corporation Certificate
- Land tax certificate
- Planning Certificate
- Building Certificate
- Property Reports
- Residential Lease Agreement
- Due Diligence Checklist

DATE OF THIS STATEMENT / / 2022

Signature/s of Vendor:

Name of the Vendor: UPALI DORATIYAWA

The Purchaser acknowledges being given this statement signed by the Vendors before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGMENT / / 2022

Signature/s of the Purchaser:
of the Purchaser

Print the name

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

Page 1 of 2

VOLUME 12035 FOLIO 000

Security no : 124098705189E
Produced 01/07/2022 12:46 PM

LAND DESCRIPTION

Lot 410 on Plan of Subdivision 729581M.

PARENT TITLES :

Volume 08175 Folio 058 Volume 09955 Folio 698

Created by instrument PS729581M 22/11/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

UPALI DORATYAWA of 46 BROOKWATER PARADE LYNDHURST VIC 3975
AR731206H 06/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT214875D 05/05/2020
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE PS729581M 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 410 803 DANDENONG ROAD MALVERN EAST VIC 3145

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/05/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS729581M

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS729581M
Number of Pages (excluding this cover sheet)	52
Document Assembled	27/06/2022 08:59

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PLAN OF SUBDIVISION			EDITION 1	PS729581M	
LOCATION OF LAND <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> PARISH TOWNSHIP SECTION CROWN ALLOTMENT CROWN PORTION </div> <div style="width: 45%;"> PRAHRAN - - - 72 (PART) </div> </div> TITLE REFERENCES VOL.9955 FOL.698 VOL.8175 FOL.058 LAST PLAN REFERENCE LAND IN CP169673E LOT 1 ON LP38653 POSTAL ADDRESS (AT TIME OF SUBDIVISION) 781-807 DANDENONG ROAD, MALVERN EAST, 3145 MGA CO-ORDINATES (APPROX. CENTROID) <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">E 327 522 N 5 806 373</div> <div style="width: 30%;">ZONE 55 GDA 94</div> </div>			Council Name: Stonnington City Council Council Reference Number: SUB6471 Planning Permit Reference: 419/18 SPEAR Reference Number: S121208P Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Brianna Ure for Stonnington City Council on 18/10/2018 Statement Of Compliance issued: 30/10/2018		
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER	COUNCIL/BODY/PERSON		NOTATIONS		
NIL	NIL		BOUNDARIES SHOWN AS CONTINUOUS THICK LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN OF WALL: BOUNDARIES MARKED 'M' EXTERIOR FACE: BOUNDARIES MARKED 'E' FACE OF WALL, FLOOR, CEILING, DOOR OR WINDOW: ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR, CEILING, DOOR OR WINDOW IS CONTAINED IN THAT PARCEL LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF OWNERS CORPORATION INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. COMMON PROPERTY No.1 CONSISTS OF ALL THE LAND IN THIS PLAN EXCEPT FOR THE LOTS AND IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS SLABS, CEILINGS, WINDOWS & DOORS WHICH DEFINE BOUNDARIES, EXCEPT FOR THOSE BOUNDARIES MARKED 'M'. ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, SERVICE INSTALLATIONS, BEAMS & COLUMNS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 THE POSITION OF THESE SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, SERVICE INSTALLATIONS, BEAMS & COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS 121 TO 200, 216, 228 TO 300, 325 TO 400, 429 TO 500, 525 TO 600, 615 TO 700, 719 TO 800, 819 TO 900, 919 TO 1000, 1019 TO 1100, 1119 TO 1200, 1219 TO 1300, 1319 TO 1400, 1418 TO 1500, 1517 TO 1600, 1606 AND 1617 TO 1700 HAVE BEEN OMITTED FROM THIS PLAN.		
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK PM285 BUT IS NOT IN A PROCLAIMED SURVEY AREA. THE EASEMENT E-1 DEFINED BY LEVEL SHOWN ON CROSS SECTION B-B & THE BOUNDARIES DEFINED BY LEVELS ON CROSS SECTIONS D-D & E-E ARE TO AUSTRALIAN HEIGHT DATUM BASED ON PRAHRAN PM266 STATED RL.45-50, 03/08/2018. BALC... DENOTES BALCONY C.P No.1... DENOTES COMMON PROPERTY No.1 STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. 0419/18 OTHER PURPOSE OF THE PLAN: UPON REGISTRATION OF THIS PLAN, THE SUPPLY OF GAS EASEMENT CREATED BY N975158U AND THE PARTY WALL EASEMENT CREATED ON LP38653 WILL BE REMOVED AS DIRECTED BY STONNINGTON CITY COUNCIL PERMIT No. 0419/18 GROUNDS FOR REMOVAL: BANYULE CITY COUNCIL PLANNING PERMIT No. 0419/18					
EASEMENT INFORMATION					
LEGEND E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBERANCE A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
E-1	SEWERAGE (LIMITED IN HEIGHT TO RL.49m A.H.D, SEE CROSS SECTION B-B))	1m	THIS PLAN	LAND IN C/T VOL.4798 FOL.595	
A-1	PARTY WALL	0-11	LP38653	LOT 1 ON LP38653	
BARKER MONAHAN A.C.N. 005 394 865 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT ROAD, PRESTON 3072 P.O. BOX 2546 REGENT WEST 3072 TELEPHONE 9478 6133 FAX 9470 5189 EMAIL: survey@barkermonahan.com.au		REF. 13122 COMPUTER FILE: 3122SH1.DWG Digitally signed by: David J Monahan (Barker Monahan Pty Ltd), Surveyor's Plan Version (15), 09/10/2018, SPEAR Ref: S121208P		VERSION 15 DATE: 09/10/2018 ORIGINAL SHEET SIZE A3	SHEET 1 OF 52 SHEETS PLAN REGISTERED TIME: 10:04 AM DATE: 22 / 11 / 2018 Laura Campbell Assistant Registrar of Titles

PS729581M

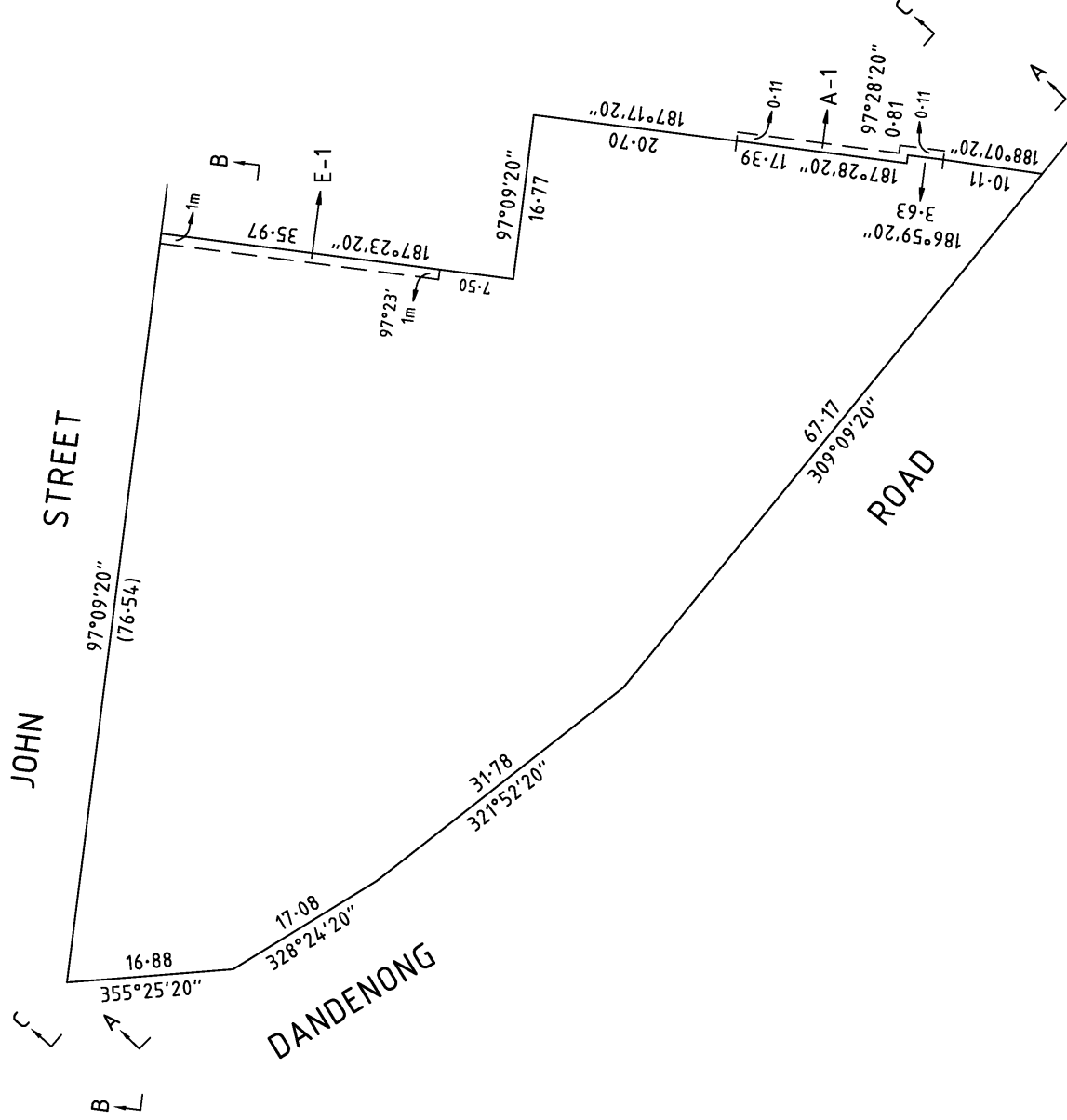


DIAGRAM 1
SITE DIMENSIONS

- SHEET 49 SEVENTEENTH STOREY
SHEET 48 SIXTEENTH STOREY
SHEET 47 FIFTEENTH STOREY
SHEET 46 FOURTEENTH STOREY
SHEET 45 THIRTEENTH STOREY
SHEET 44 TWELFTH STOREY
SHEET 43 ELEVENTH STOREY
SHEET 42 TENTH STOREY
SHEET 41 NINTH STOREY
SHEET 40 EIGHTH STOREY
SHEET 39 SEVENTH STOREY
SHEET 38 SIXTH STOREY
SHEETS 36-37 FIFTH STOREY
SHEETS 34-35 FOURTH STOREY
SHEETS 30-33 THIRD STOREY
SHEETS 26-29 SECOND STOREY
SHEETS 23-25 FIRST STOREY
SHEETS 20-22 GROUND STOREY
SHEETS 16-19 BASEMENT 1
SHEETS 11-15 BASEMENT 2
SHEETS 6-10 BASEMENT 3

BARKER MONAHAN

A.C.N. 005 394 865
SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
581 GILBERT ROAD, PRESTON 3072
VIC 3072
TELEPHONE 9478 4133 FAX 9470 5869
EMAIL: survey@barkermonahan.com.au

REF. 13122
COMPUTER FILE: 3122SH2.DWG

VERSION 15
DATE: 09/10/2018

SCALE
1:500

LENGTHS ARE IN METRES
0 5 10 15 20 25

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

ORIGINAL SHEET
SIZE A3

SHEET 2

Digitally signed by:
Stonnington City Council,
18/10/2018,
SPEAR Ref: S121208P

PS729581M

LOT / PLAN INDEX

LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.
G01	3	BASEMENT 2 GROUND	9 19 21	12 20 22	113	3	BASEMENT 2 FIRST	13 22 22	15 23 23	215	3	BASEMENT 1 SECOND	14 25 29	16 26 29	311	3	THIRD	30 31 34	30 31 33	409	3	BASEMENT 3 FOURTH	2 5 36	6 9 35
G02	3	GROUND FIRST	19 21 23	20 22 24	114	3	FIRST	22 22 22	23 23 23	217	2	BASEMENT 3 SECOND	2 25	6 26	312	3	THIRD	30 31 34	30 31 33	410	3	BASEMENT 3 FOURTH	2 5 36	6 9 35
G03	3	GROUND FIRST	19 21 23	20 22 24	115	2	FIRST	22 23	23 24	218	2	SECOND	25 29	26 29	313	3	THIRD	30 31 34	30 31 33	411	3	BASEMENT 3 FOURTH	2 5 36	6 9 35
G04	3	GROUND FIRST	19 19 23	20 20 24	116	2	FIRST	22 23	23 24	219	3	SECOND	25 26 29	26 27 29	314	3	THIRD	30 31 34	30 31 33	412	3	BASEMENT 3 FOURTH	2 5 36	6 9 35
G05	2	GROUND FIRST	20 23	21 24	117	3	FIRST	22 23	23 24	220	3	SECOND	25 26 29	26 27 29	315	3	THIRD	30 31 34	30 31 33	413	3	BASEMENT 3 FOURTH	2 5 35	6 9 34
G06	4	GROUND FIRST	19 19 23	20 20 24	118	2	BASEMENT 1 FIRST	14 23	16 24	221	2	SECOND	25 26	26 27	316	3	BASEMENT 2 THIRD	8 9 30	11 12 30	414	3	BASEMENT 3 FOURTH	2 5 35	6 9 34
G07	3	GROUND FIRST	19 20 23	20 21 24	119	3	BASEMENT 2 FIRST	8 24 24	11 25 25	222	2	SECOND	26 26	27 27	317	3	THIRD	30 30 30	30 30 30	415	3	BASEMENT 3 FOURTH	2 5 35	6 9 34
G08	2	BASEMENT 1 GROUND	14 20	16 21	120	3	BASEMENT 2 FIRST	8 24 24	11 25 25	223	2	SECOND	25 26	26 27	318	2	THIRD	30 30	30 30	416	3	BASEMENT 3 FOURTH	2 6 35	6 9 34
G09	2	BASEMENT 3 GROUND	2 19	6 20	201	3	BASEMENT 3 SECOND	3 7 27	7 10 28	224	3	SECOND	8 25 26	11 26 27	319	2	THIRD	30 30	30 30	417	2	BASEMENT 3 FOURTH	2 35	6 34
G10	2	BASEMENT 3 GROUND	3 21	7 22	202	3	BASEMENT 3 SECOND	3 7 27	7 10 28	225	2	SECOND	25 26	26 27	320	3	BASEMENT 2 THIRD	8 9 30	11 12 30	418	3	BASEMENT 3 FOURTH	2 6 35	6 9 34
101	3	FIRST SECOND	22 23 29	23 24 29	203	3	BASEMENT 3 SECOND	3 7 27	7 10 28	226	1	SECOND	25 26	26	321	2	THIRD	30 30	30 30	419	3	BASEMENT 3 FOURTH	2 6 35	6 9 34
102	3	FIRST	22 23 22	23 23 23	204	3	BASEMENT 3 SECOND	3 7 27	7 10 28	227	1	SECOND	27 27	28	322	2	THIRD	30 31	30 31	420	3	BASEMENT 1 BASEMENT 2 FOURTH	17 8 35	11 9 34
103	3	FIRST SECOND	22 23 29	23 23 29	205	3	BASEMENT 3 SECOND	3 7 27	7 10 28	301	3	BASEMENT 2 THIRD	6 9 32	12 32	323	2	THIRD	30 31	30 31	421	3	BASEMENT 2 FOURTH	8 8 35	11 9 34
104	3	FIRST SECOND	22 23 29	23 23 29	206	3	BASEMENT 3 SECOND	3 7 27	7 10 28	302	3	THIRD	32 32 34	32 32 33	324	2	THIRD	30 31	30 31	422	3	BASEMENT 3 FOURTH	2 6 35	6 9 34
105	3	FIRST SECOND	22 23 29	23 24 29	207	3	BASEMENT 3 SECOND	3 7 27	7 10 28	303	3	THIRD	32 32 34	32 32 33	401	2	BASEMENT 3 FOURTH	2 36	6 35	423	3	BASEMENT 3 FOURTH	3 6 35	7 9 34
106	3	FIRST SECOND	22 23 29	23 24 29	208	3	BASEMENT 3 SECOND	3 7 25	7 10 26	304	3	THIRD	32 32 34	32 32 33	402	2	BASEMENT 3 FOURTH	2 36	6 35	424	3	BASEMENT 3 FOURTH	3 2 35	7 6 34
107	3	FIRST SECOND	22 23 29	23 24 29	209	3	BASEMENT 3 SECOND	3 25 29	7 26 29	305	3	THIRD	32 32 34	32 32 33	403	3	BASEMENT 3 FOURTH	2 7 36	6 10 35	425	3	BASEMENT 3 FOURTH	3 7 35	7 10 34
108	3	FIRST SECOND	22 23 29	23 24 29	210	3	SECOND THIRD	25 32 34	26 32 33	306	3	BASEMENT 3 THIRD	2 7 32	6 10 32	404	3	BASEMENT 3 FOURTH	2 7 36	6 10 35	426	3	BASEMENT 3 FOURTH	3 7 35	7 10 34
109	3	FIRST SECOND	22 23 29	23 24 29	211	3	SECOND	25 27 26	26 28 27	307	2	THIRD	32 34	32 33	405	2	BASEMENT 2 FOURTH	8 36	11 35	427	3	BASEMENT 3 FOURTH	3 7 35	7 10 36
110	2	BASEMENT 3 FIRST	2 22	6 23	212	3	SECOND	25 26 29	26 27 29	308	2	THIRD	32 34	32 33	406	3	BASEMENT 3 FOURTH	2 5 36	6 9 35	428	3	BASEMENT 3 FOURTH	3 7 35	7 10 36
111	3	FIRST SECOND	22 23 29	23 24 29	213	3	SECOND	25 26 29	26 27 29	309	2	BASEMENT 2 THIRD	6 9 30	12 30	407	3	BASEMENT 3 FOURTH	2 5 36	6 9 35	501	3	FIRST FIFTH	23 24 38	25 24 39
112	3	BASEMENT 2 FIRST	13 22	15 23	214	3	SECOND	25 26 29	26 27 29	310	2	THIRD	30 34	30 33	408	3	BASEMENT 3 FOURTH	2 5 36	6 9 35	502	3	BASEMENT 2 FIFTH	6 8 38	9 11 39

REF. 13122

VERSION 15

COMPUTER FILE: 3122SH3.DWG

DATE: 09/10/2018

BARKER MONAHAN

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ORIGINAL SHEET
SIZE A3

SHEET 3

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
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SPEAR Ref: S121208P

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LOT / PLAN INDEX

LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.
503	3	FIRST FIFTH	23 24 25 38	24 25 39	601	3	BASEMENT 3 SIXTH	3 4 39	7 8 38	709	2	BASEMENT 3 SEVENTH	4 40	8 39	813	3	THIRD EIGHTH	32 31 41	32 31 40	917	3	SECOND NINTH	27 29 42	28 29 41
504	3	FIRST FIFTH	23 24 25 38	24 25 39	602	3	BASEMENT 2 SIXTH	8 13 39	11 15 38	710	2	BASEMENT 3 SEVENTH	4 40	8 39	814	3	THIRD EIGHTH	31 34 41	31 33 40	918	3	SECOND NINTH	27 29 42	28 29 41
505	3	FIRST FIFTH	23 24 25 38	24 25 39	603	2	BASEMENT 3 SIXTH	3 39	7 38	711	2	BASEMENT 3 SEVENTH	4 40	8 39	815	3	SECOND THIRD EIGHTH	29 31 41	29 31 40	1001	2	SECOND TENTH	29 43	29 42
506	3	BASEMENT 3 FIRST FIFTH	7 23 38	10 24 39	604	3	BASEMENT 3 SIXTH	3 5 39	7 9 38	712	2	BASEMENT 3 SEVENTH	4 40	8 39	816	3	SECOND THIRD EIGHTH	29 31 41	29 31 40	1002	3	BASEMENT 2 TENTH	6 8 43	9 11 42
507	3	BASEMENT 3 FIRST FIFTH	7 23 37	10 24 36	605	3	BASEMENT 3 SIXTH	3 6 39	7 9 38	713	3	BASEMENT 3 SEVENTH	4 40	8 39	817	3	FIRST SECOND EIGHTH	24 29 41	25 29 40	1003	3	BASEMENT 2 TENTH	2 8 43	6 11 42
508	2	BASEMENT 2 FIFTH	8 7 37	11 16	606	3	BASEMENT 3 SIXTH	3 7 39	7 10 38	714	3	BASEMENT 3 SEVENTH	4 40	8 39	818	3	SECOND EIGHTH	26 29 41	27 29 40	1004	3	BASEMENT 2 GROUND TENTH	8 19 43	11 20 42
509	3	BASEMENT 3 FIRST FIFTH	7 23 37	10 24 36	607	3	BASEMENT 3 SIXTH	3 7 39	7 10 38	715	3	BASEMENT 3 SEVENTH	4 40	8 39	901	3	FIRST SECOND NINTH	22 26 42	23 27 41	1005	3	BASEMENT 2 TENTH	8 8 43	11 11 42
510	3	BASEMENT 3 FIRST FIFTH	7 23 37	10 24 36	608	3	BASEMENT 3 SIXTH	3 4 39	7 8 38	716	2	BASEMENT 3 SEVENTH	4 40	8 39	902	2	SECOND NINTH	26 42	27 41	1006	2	BASEMENT 1 BASEMENT 2 TENTH	18 8 43	19 11 42
511	3	BASEMENT 3 FIFTH	3 7 37	7 10 36	609	3	BASEMENT 2 SIXTH	5 9 39	9 12 38	717	2	SECOND SEVENTH	26 27 40	28 28 39	903	3	SECOND NINTH	26 26 42	27 27 41	1007	3	BASEMENT 2 TENTH	13 8 43	15 11 42
512	3	BASEMENT 3 FIFTH	3 7 37	7 10 36	610	2	BASEMENT 3 SIXTH	2 39	6 38	718	3	SECOND SEVENTH	25 26 40	26 27 39	904	3	SECOND NINTH	27 26 42	28 27 41	1008	2	BASEMENT 2 TENTH	5 8 43	9 11 42
513	3	BASEMENT 3 FIFTH	3 7 37	7 10 36	611	3	BASEMENT 3 SIXTH	3 4 39	7 8 38	801	2	SECOND EIGHTH	29 41	29 40	905	3	SECOND NINTH	27 26 42	28 27 41	1009	3	BASEMENT 2 TENTH	8 13 43	11 15 42
514	3	BASEMENT 2 FIFTH	8 9 37	11 12 36	612	3	BASEMENT 3 SIXTH	3 4 39	7 8 38	802	3	THIRD EIGHTH	31 34 41	31 33 40	906	3	SECOND NINTH	25 27 42	26 28 41	1010	3	BASEMENT 2 TENTH	8 13 43	11 15 42
515	3	BASEMENT 3 FIFTH	3 7 37	7 10 36	613	2	BASEMENT 3 SIXTH	2 39	6 38	803	3	THIRD EIGHTH	31 34 41	31 33 40	907	3	SECOND NINTH	25 27 42	26 28 41	1011	3	BASEMENT 2 TENTH	8 13 43	11 15 42
516	2	BASEMENT 3 FIFTH	4 37	8 36	614	2	BASEMENT 3 SIXTH	2 39	6 38	804	3	THIRD EIGHTH	32 34 41	32 33 40	908	3	SECOND NINTH	25 25 42	26 26 41	1012	3	BASEMENT 1 BASEMENT 2 TENTH	14 8 43	16 11 42
517	2	BASEMENT 3 FIFTH	4 37	8 36	701	2	BASEMENT 3 SEVENTH	3 40	7 39	805	3	THIRD EIGHTH	30 30 41	30 30 40	909	3	SECOND NINTH	25 25 42	26 26 41	1013	3	BASEMENT 2 TENTH	8 9 43	11 12 42
518	2	BASEMENT 3 FIFTH	4 37	8 36	702	2	BASEMENT 3 SEVENTH	3 40	7 39	806	3	THIRD EIGHTH	30 30 41	30 30 40	910	3	SECOND NINTH	27 26 42	28 27 41	1014	3	BASEMENT 2 TENTH	8 9 43	11 12 42
519	3	BASEMENT 2 FIFTH	6 8 37	9 11 36	703	2	BASEMENT 3 SEVENTH	3 40	7 39	807	3	THIRD EIGHTH	30 30 41	30 30 40	911	3	SECOND NINTH	26 26 42	28 27 41	1015	3	BASEMENT 2 TENTH	9 13 43	12 15 42
520	2	BASEMENT 3 FIFTH	4 37	8 36	704	2	BASEMENT 3 SEVENTH	3 40	7 39	808	3	THIRD EIGHTH	30 33 41	30 32 40	912	3	SECOND NINTH	27 26 42	28 27 41	1016	3	BASEMENT 2 TENTH	9 13 43	12 15 42
521	3	BASEMENT 3 FIFTH	3 7 38	7 10 39	705	2	BASEMENT 3 SEVENTH	3 40	7 39	809	3	THIRD EIGHTH	30 33 41	30 32 40	913	3	SECOND NINTH	27 29 42	28 29 41	1017	3	BASEMENT 2 TENTH	9 13 43	12 15 42
522	3	BASEMENT 3 FIFTH	3 7 38	7 10 39	706	2	BASEMENT 3 SEVENTH	4 40	8 39	810	3	THIRD EIGHTH	33 31 41	32 31 40	914	3	SECOND NINTH	27 29 42	28 29 41	1018	3	BASEMENT 2 TENTH	8 13 43	11 15 42
523	3	BASEMENT 3 FIFTH	3 7 38	7 10 39	707	2	BASEMENT 3 SEVENTH	4 40	8 39	811	3	THIRD EIGHTH	33 31 41	32 31 40	915	3	SECOND NINTH	27 29 42	28 29 41	1101	3	BASEMENT 2 ELEVENTH	8 13 44	11 15 43
524	3	BASEMENT 3 FIFTH	3 7 38	7 10 39	708	2	BASEMENT 3 SEVENTH	4 40	8 39	812	3	THIRD EIGHTH	32 31 41	32 31 40	916	3	SECOND NINTH	27 29 42	28 29 41	1102	3	BASEMENT 2 ELEVENTH	8 13 44	11 15 43

REF. 13122

VERSION 15

COMPUTER FILE: 3122SH4.DWG

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ORIGINAL SHEET
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SHEET 4

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LOT / PLAN INDEX

LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.	LOT No.	PARTS	STOREY	DIAG No.	SHEET No.
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1104	3	BASEMENT 2 ELEVENTH	9 13 44	12 15 43	1208	2	BASEMENT 2 TWELFTH	10 45	13 44	1312	3	BASEMENT 1 THIRTEENTH	14 18 46	16 19 45	1416	3	BASEMENT 1 FOURTEENTH	15 18 47	17 19 46	1605	2	BASEMENT 1 SIXTEENTH	15 49	17 48
1105	3	BASEMENT 2 ELEVENTH	9 13 44	12 15 43	1209	2	BASEMENT 2 TWELFTH	10 45	13 44	1313	3	BASEMENT 1 THIRTEENTH	14 18 46	16 19 45	1417	3	BASEMENT 1 FOURTEENTH	15 18 47	17 19 46	1606	0			
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1107	3	BASEMENT 2 ELEVENTH	9 13 44	12 15 43	1211	2	BASEMENT 2 TWELFTH	10 45	13 44	1315	3	BASEMENT 1 THIRTEENTH	14 18 46	16 19 45	1502	2	BASEMENT 1 FIFTEENTH	16 47	18 48	1608	2	BASEMENT 1 SIXTEENTH	15 49	17 48
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1109	3	BASEMENT 2 ELEVENTH	8 13 44	11 15 43	1213	3	BASEMENT 2 TWELFTH	10 10 45	13 13 44	1317	3	BASEMENT 1 THIRTEENTH	14 17 46	16 19 45	1504	2	BASEMENT 1 FIFTEENTH	16 47	18 48	1610	3	BASEMENT 1 BASEMENT 1 SIXTEENTH	15 17 49	17 19 48
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1114	3	BASEMENT 2 ELEVENTH	9 13 44	12 15 43	1218	2	BASEMENT 2 TWELFTH	10 45	13 44	1404	3	BASEMENT 1 FOURTEENTH	15 18 47	17 19 46	1509	3	BASEMENT 1 FIFTEENTH	14 14 47	16 18 48	1615	3	BASEMENT 1 SIXTEENTH	16 16 49	18 18 48
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1117	3	BASEMENT 2 ELEVENTH	9 13 44	12 15 43	1303	2	BASEMENT 2 THIRTEENTH	10 46	13 45	1407	3	BASEMENT 1 FOURTEENTH	15 18 47	17 19 46	1512	2	BASEMENT 1 FIFTEENTH	15 16 47	17 18 48	1702	4	BASEMENT 1 SEVENTEENTH BASEMENT 1	14 14 15 50	16 16 17 49
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1206	3	BASEMENT 2 TWELFTH	9 10 45	12 13 44	1310	2	BASEMENT 2 THIRTEENTH	9 46	12 45	1414	3	BASEMENT 1 FOURTEENTH	15 18 47	17 19 46	1603	4	BASEMENT 1 SIXTEENTH	14 14 17 49	16 18 19 48					

REF. 13122

VERSION 15

COMPUTER FILE: 3122SH5.DWG

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ORIGINAL SHEET
SIZE A3

SHEET 5

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

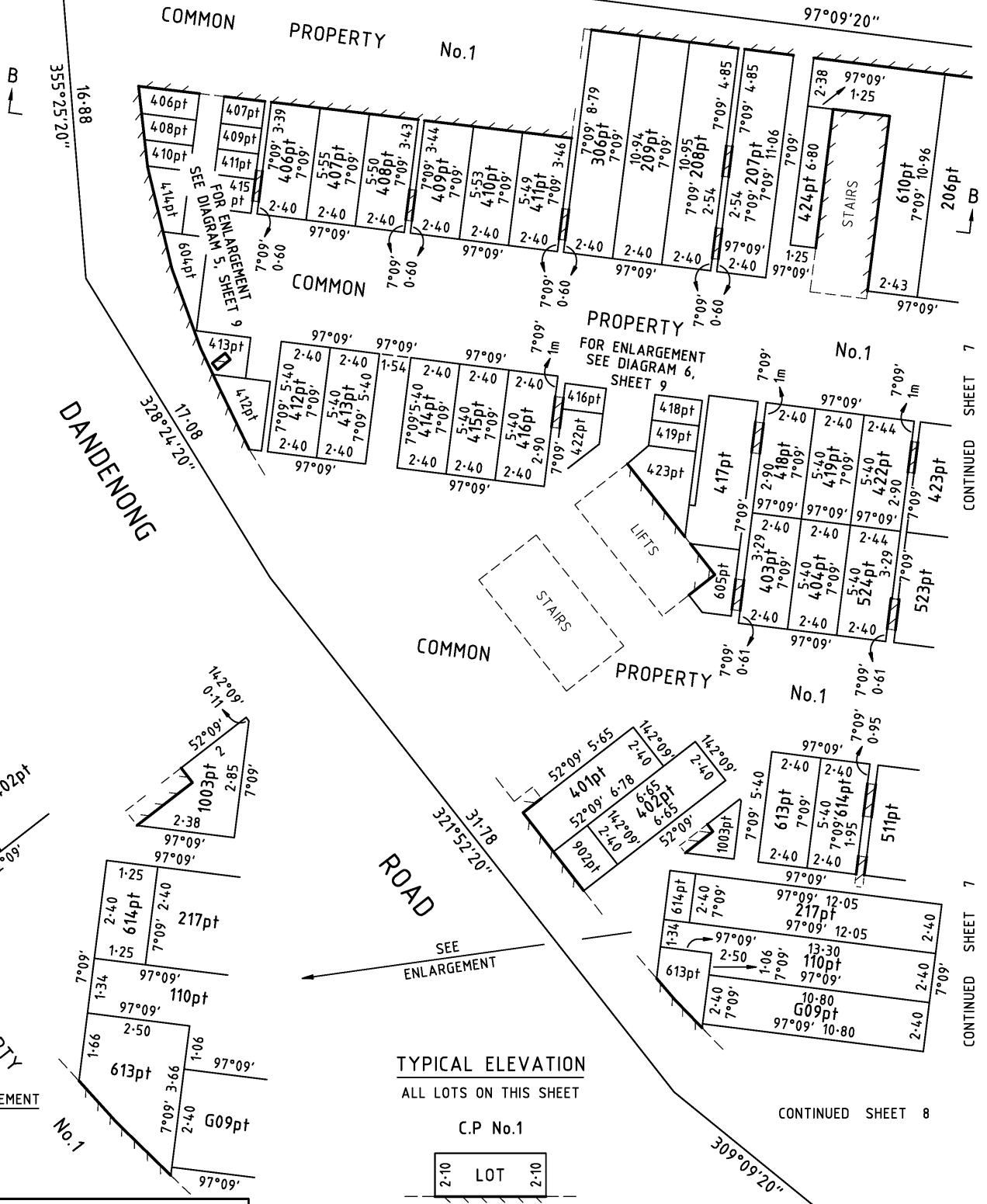
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SPEAR Ref: S121208P

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DIAGRAM 2
BASEMENT 3 (PART)

JOHN

STREET



CONTINUED SHEET 7

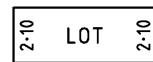
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CONTINUED SHEET 8

SCALE OF ENLARGEMENT
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TYPICAL ELEVATION
ALL LOTS ON THIS SHEET

C.P. No.1

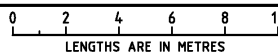


REF. 13122 VERSION 15
COMPUTER FILE: 3122SH6.DWG DATE: 09/10/2018

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SCALE
1:200



ORIGINAL SHEET
SIZE A3

SHEET 6

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SPEAR Ref: S121208P

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DIAGRAM 3
BASEMENT 3 (PART)

JOHN

STREET

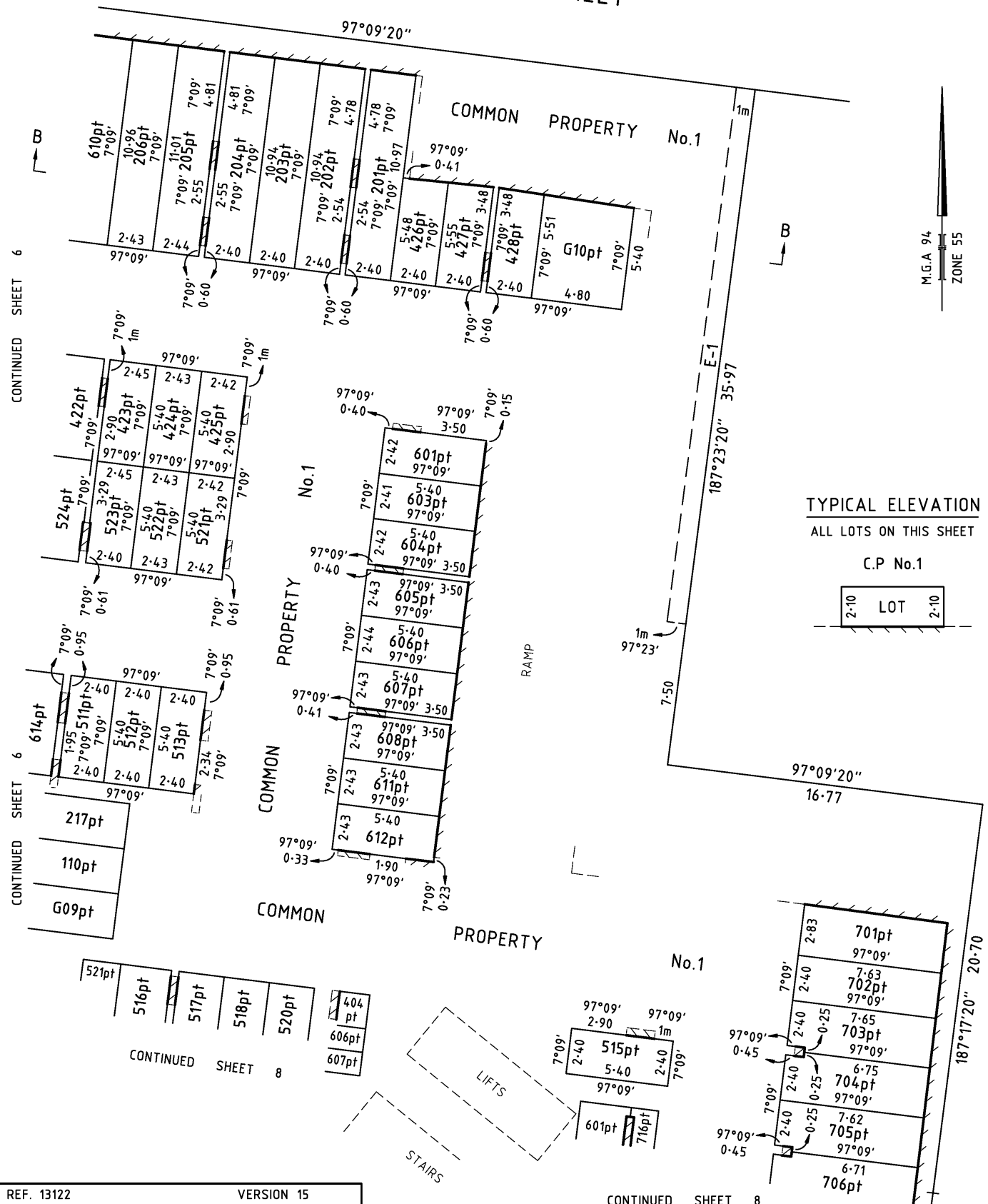
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CONTINUED SHEET 6

COMMON

PROPERTY

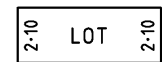
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TYPICAL ELEVATION

ALL LOTS ON THIS SHEET

C.P. No.1



REF. 13122
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VERSION 15
DATE: 09/10/2018

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SCALE
1:200

0 2 4 6 8 10
LENGTHS ARE IN METRES

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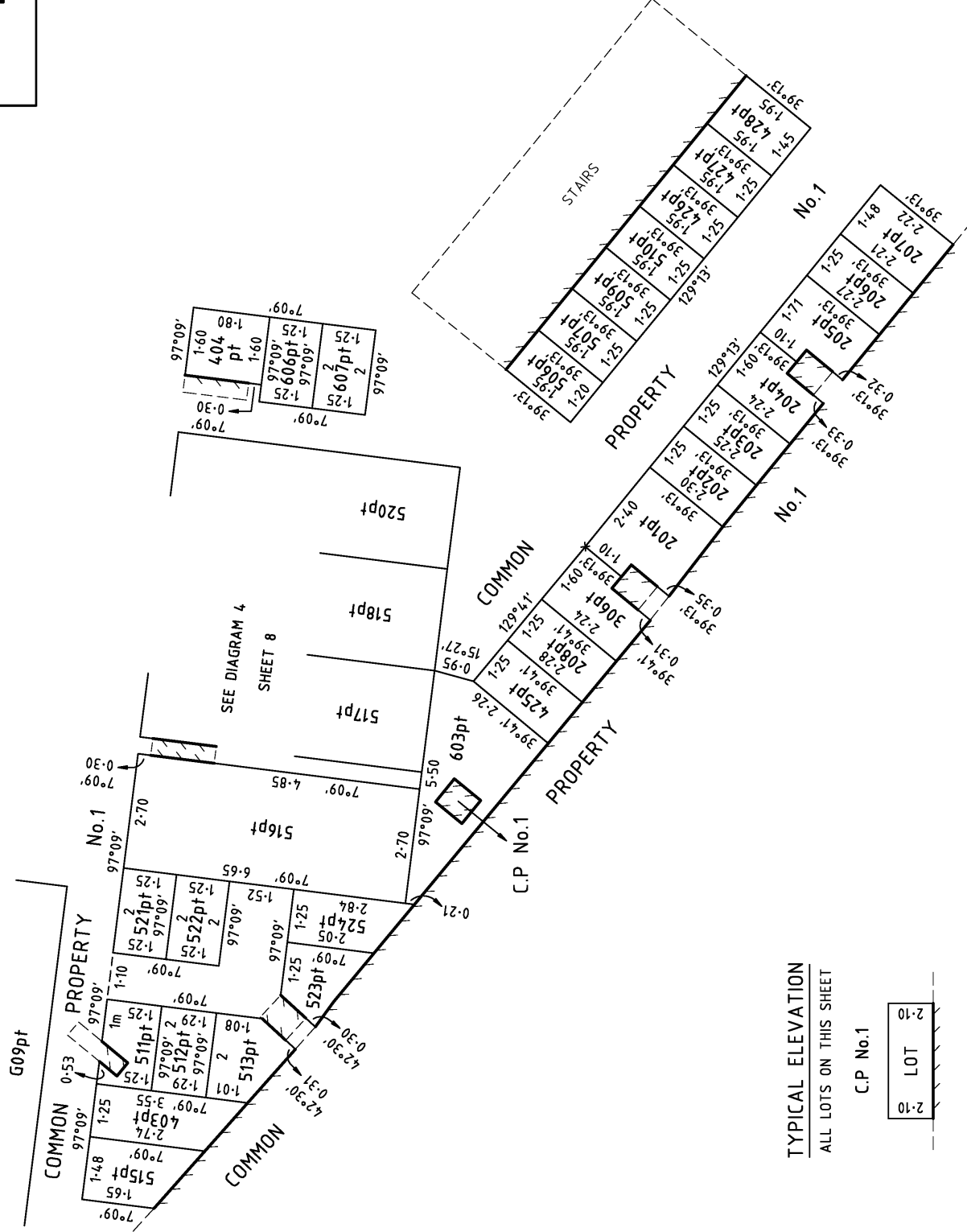
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SIZE A3

SHEET 7

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DIAGRAM 7
BASEMENT 3 (PART)



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SHEET 10

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09/10/2018, SPEAR Ref: S121208P

Amended by: David J Monahan, 20/11/2018.

PS729581M

DIAGRAM 8

BASEMENT 2 (PART)

JOHN

STREET

M.G.A 94
ZONE 55

B
↑
L

COMMON PROPERTY No.1

FOR ENLARGEMENT
SEE DIAGRAM 11, SHEET

COMMON

PROPERTY 700
FOR ENLARGEMENT
SEE DIAGRAM 12,
SHEET 14

No.1

CONTINUED SHEET 12

DANDENONG

COMMON

PROPERTY

No.1

CONTINUED SHEET 12

CONTINUED SHEET 13

ROAD

SEE
ARGUMENT

TYPICAL ELEVATION
ALL LOTS ON THIS SHEET

C.P No.1

LOT

SCALE OF ENLARGEMENT
1:100

REF. 13122
COMPUTER FILE: 3122SH11.DWG

VERSION 15
DATE: 09/10/2018

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BARKER MONAHAN
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SCALE
1:200

0 2 4 6 8 10

LENGTHS ARE IN METRES

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SHEET 11

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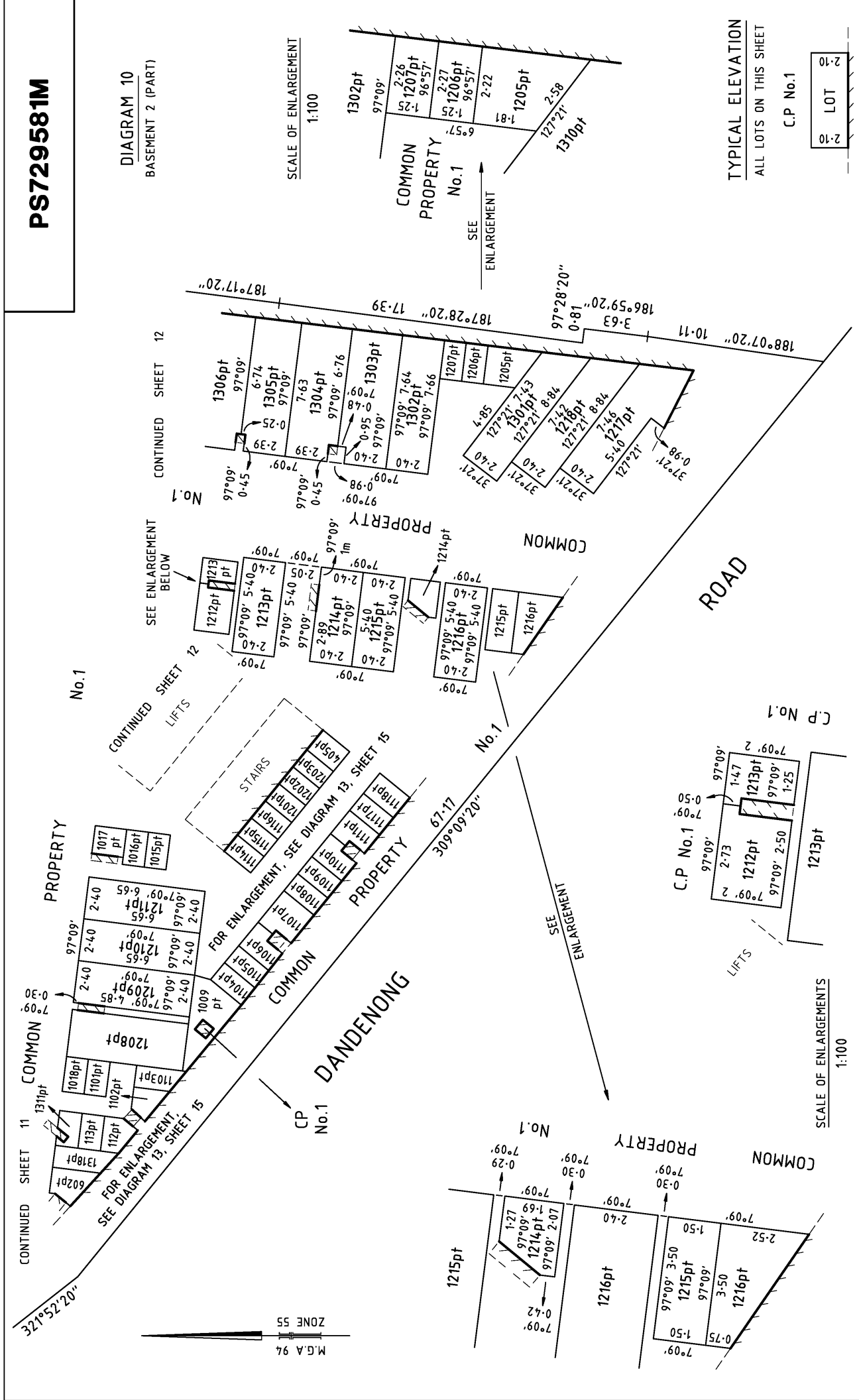
DIAGRAM 10
BASEMENT 2 (PART)

SCALE OF ENLARGEMENT
1:100

TYPICAL ELEVATION
ALL LOTS ON THIS SHEET

C.P No.1

2.10
LOT
2.10



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581 GILBERT ROAD, PRESTON 3072
VIC 3072
TELEPHONE 9478 4133 FAX 9470 5889
EMAIL: survey@barkermonahan.com.au

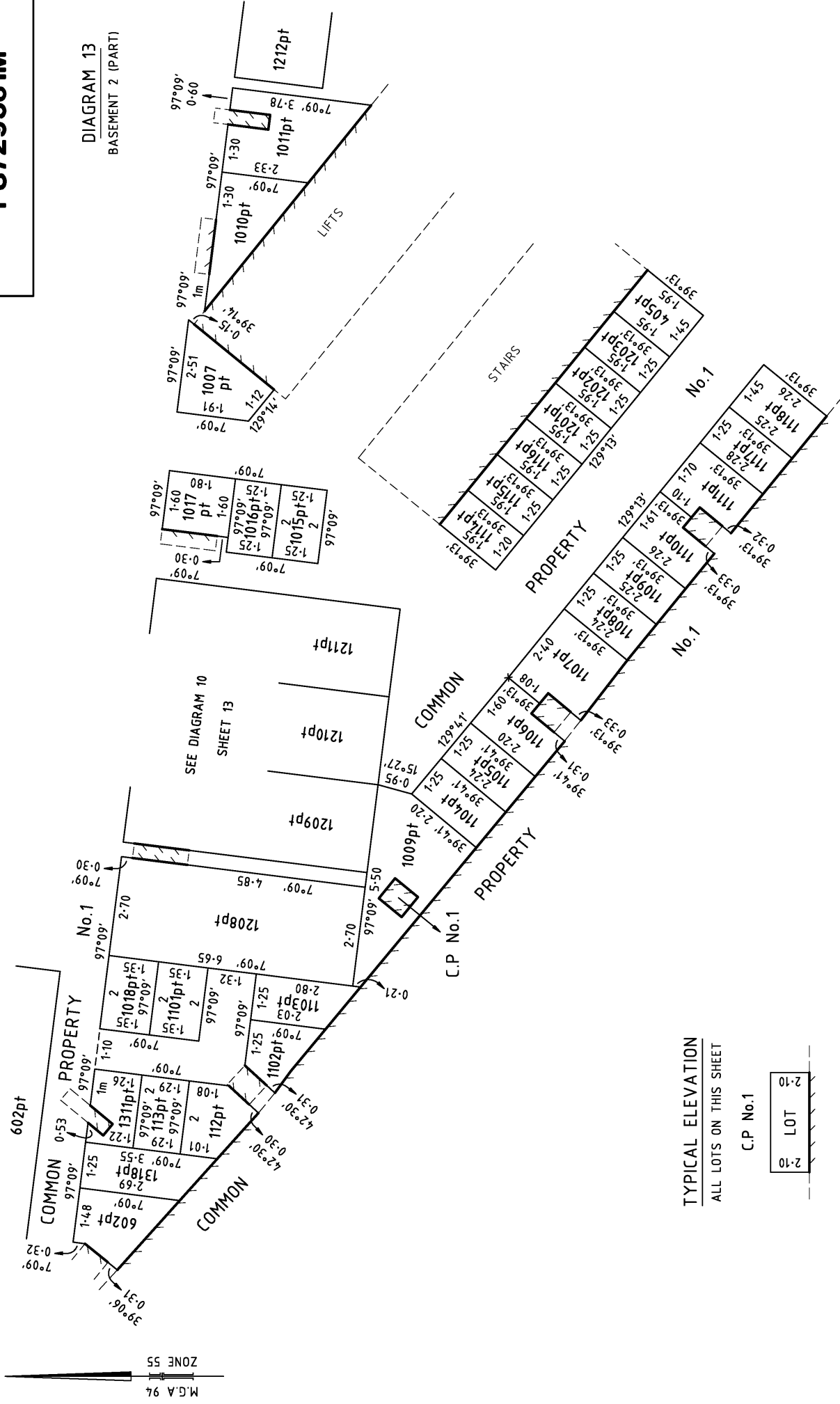
Amended by: David J Monahan, 20/11/2018.

REF. 13122
COMPUTER FILE: 3122SH3.DWG
VERSION 15
DATE: 09/10/2018

Scale 1:200
LENGTHS ARE IN METRES
0 2 4 6 8 10

ORIGINAL SHEET
SIZE A3
SHEET 13

PS729581M



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REF. 13122
COMPUTER FILE: 3122SH15.DWG

VERSION 15
DATE: 09/10/200

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Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

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SPEAR Ref: S121208P

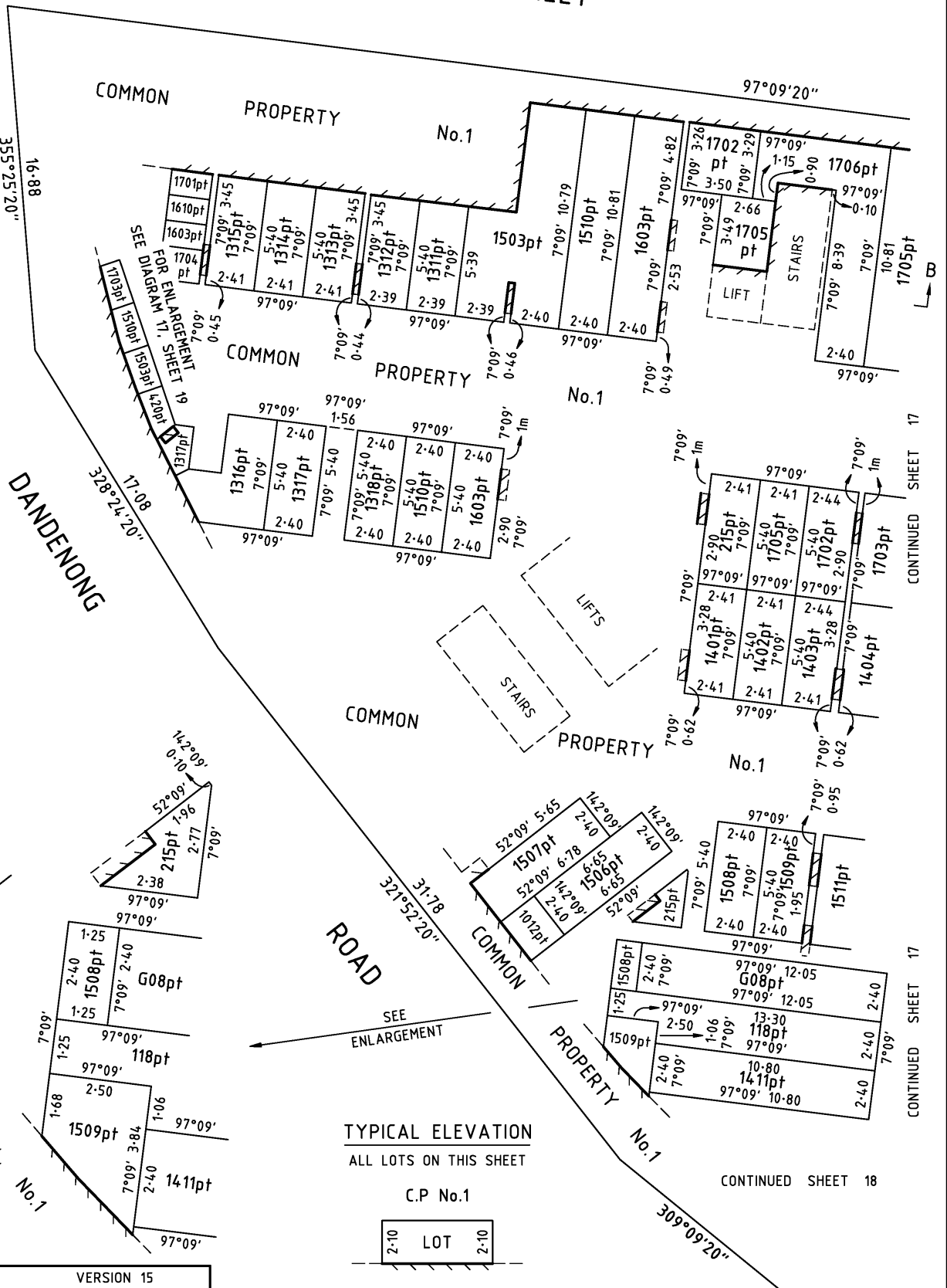
SHEET 15

ORIGINAL SHEET

PS729581M

DIAGRAM 14
BASEMENT 1 (PART)

JOHN STREET



TYPICAL ELEVATION

ALL LOTS ON THIS SHEET

C.P No.1



SCALE OF ENLARGEMENT
1:100

REF. 13122 VERSION 15
COMPUTER FILE: 3122SH16.DWG DATE: 09/10/2018

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EMAIL: survey@barkermonahan.com.au

SCALE
1:200

0 2 4 6 8 10
LENGTHS ARE IN METRES

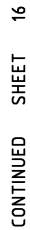
Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

ORIGINAL SHEET
SIZE A3

SHEET 16

Digitally signed by:
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SPEAR Ref: S121208P

JOHN STREET



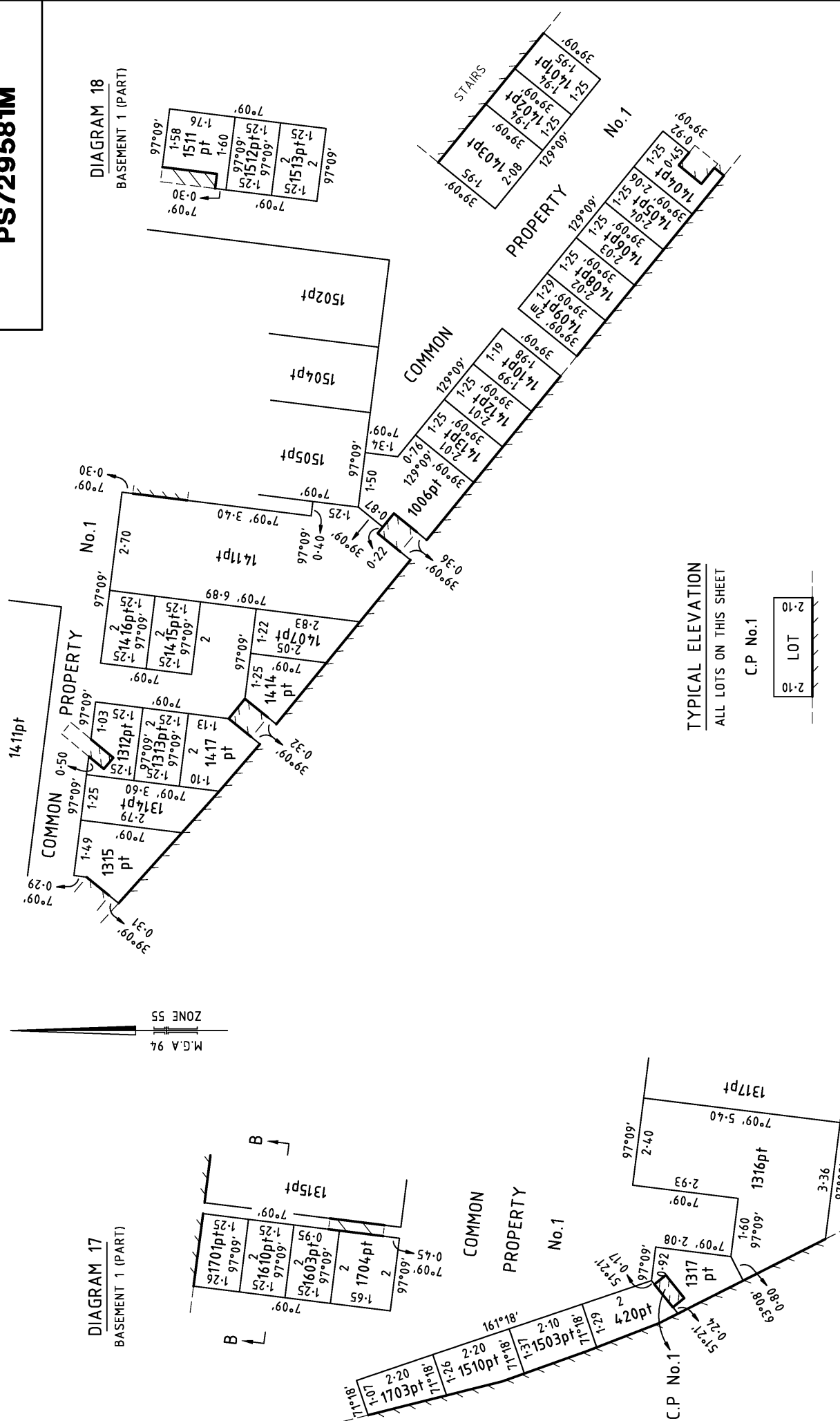
CONTINUED SHEET 18

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SHEET 17

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REF. 13122
COMPUTER FILE: 3122SH19.DWG

VERSION 15
DATE: 09/10/2018

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ORIGINAL SHEET SIZE A3	SHEET 19
---------------------------	----------

PS729581M

CROSS SECTION D-D

TYPICAL FOR LOTS G01pt, G02pt & G03pt
ON THIS SHEET
(NOT TO SCALE)

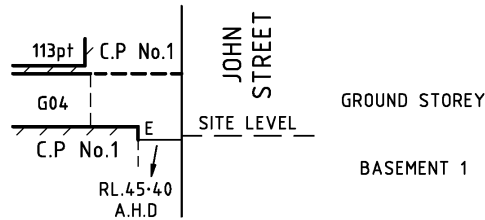
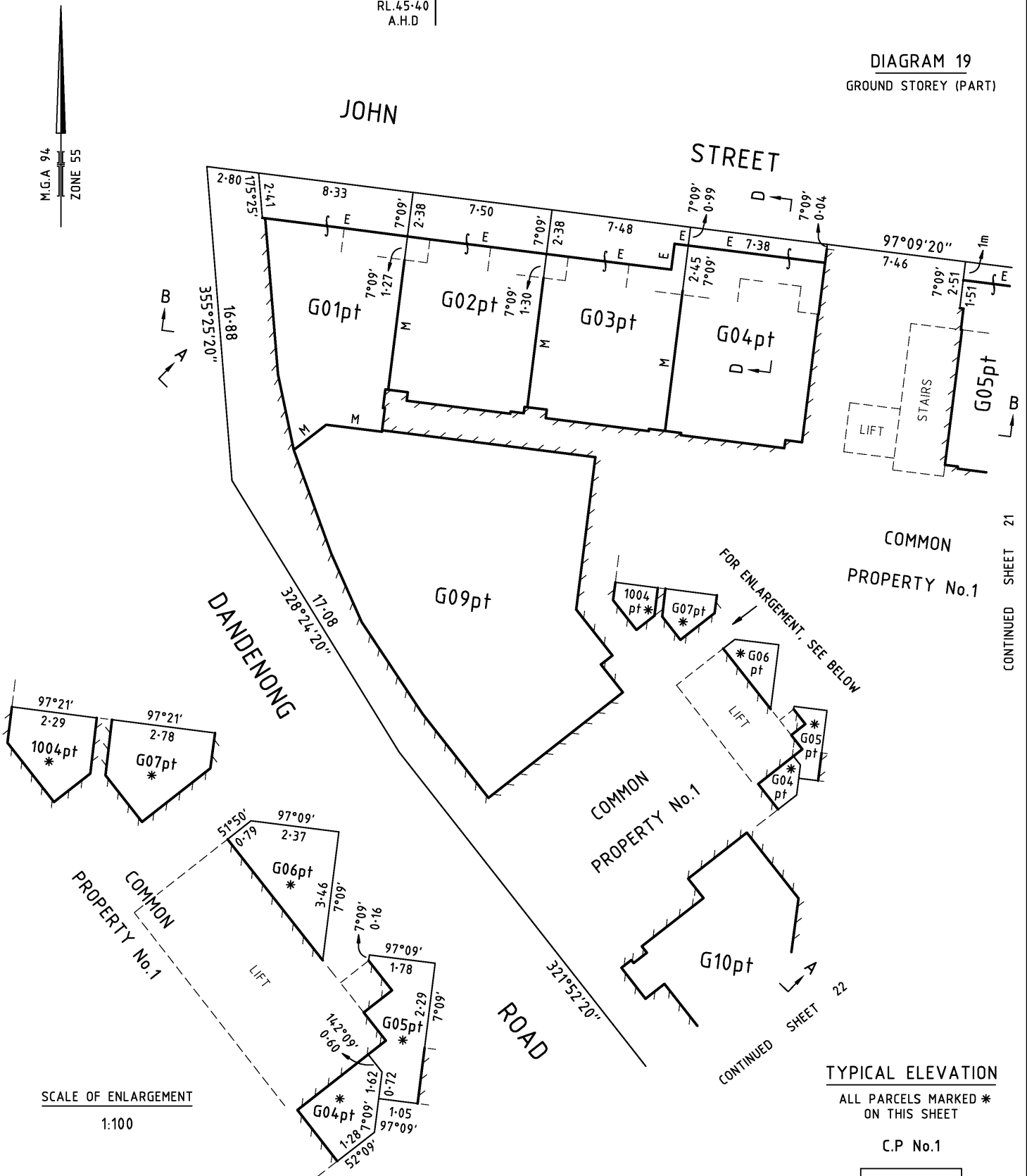


DIAGRAM 19
GROUND STOREY (PART)

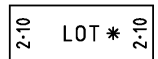


CONTINUED SHEET 21

TYPICAL ELEVATION

ALL PARCELS MARKED *
ON THIS SHEET

C.P. No.1



REF. 13122
COMPUTER FILE: 3122SH20.DWG

VERSION 15
DATE: 09/10/2018

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SCALE
1:200

0 2 4 6 8 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

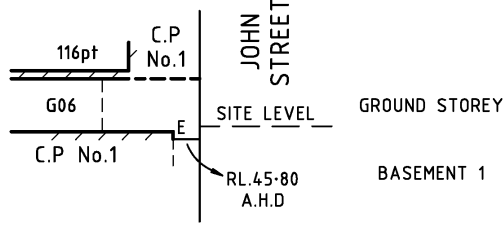
SHEET 20

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

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SPEAR Ref: S121208P

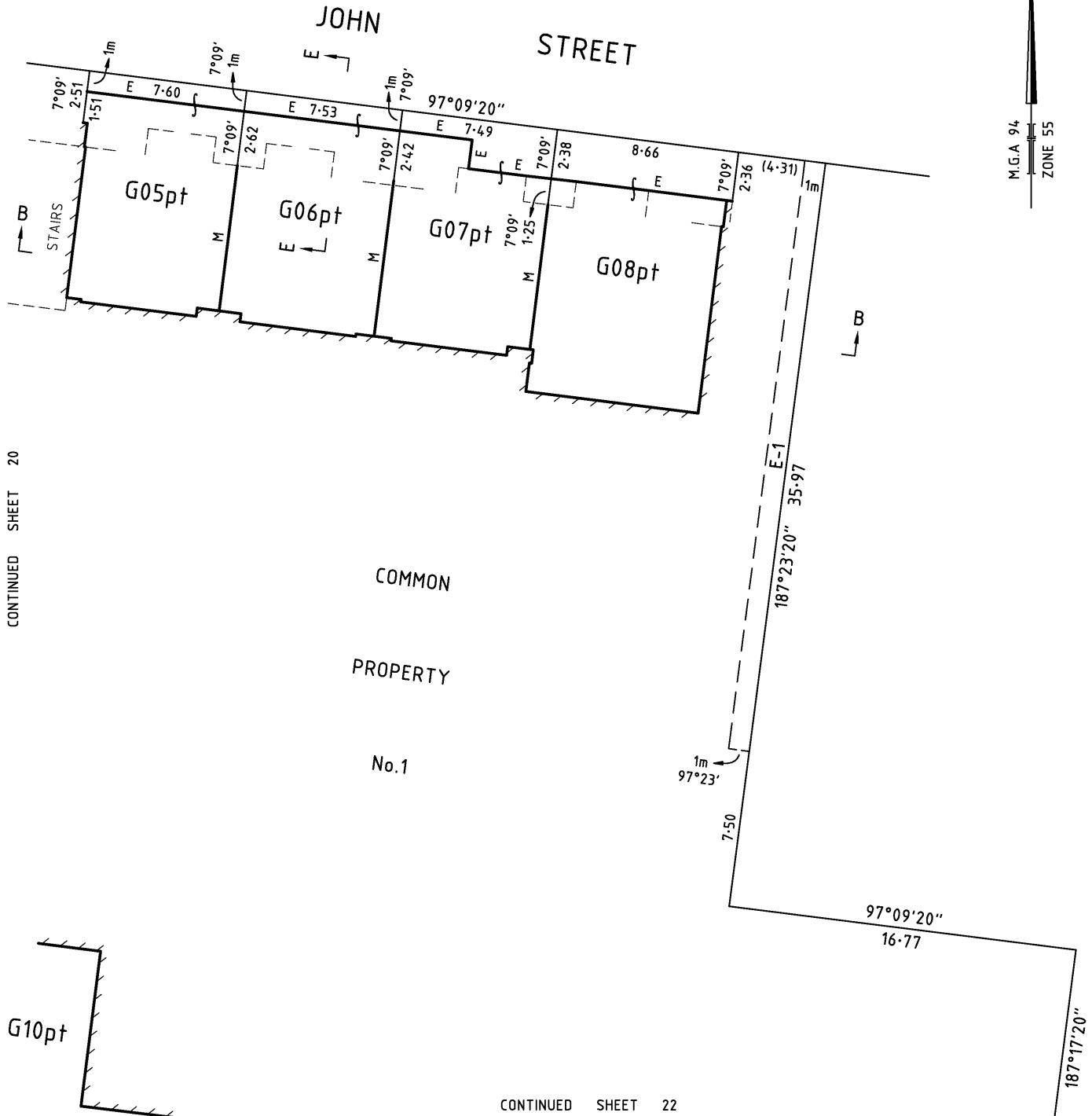
CROSS SECTION E-E

TYPICAL FOR LOTS G05pt, G07pt & G08pt
ON THIS SHEET
(NOT TO SCALE)



PS729581M

DIAGRAM 20
GROUND STOREY (PART)



CONTINUED SHEET 20

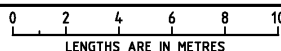
CONTINUED SHEET 22

REF. 13122 VERSION 15
COMPUTER FILE: 3122SH21.DWG DATE: 09/10/2018

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SCALE
1:200

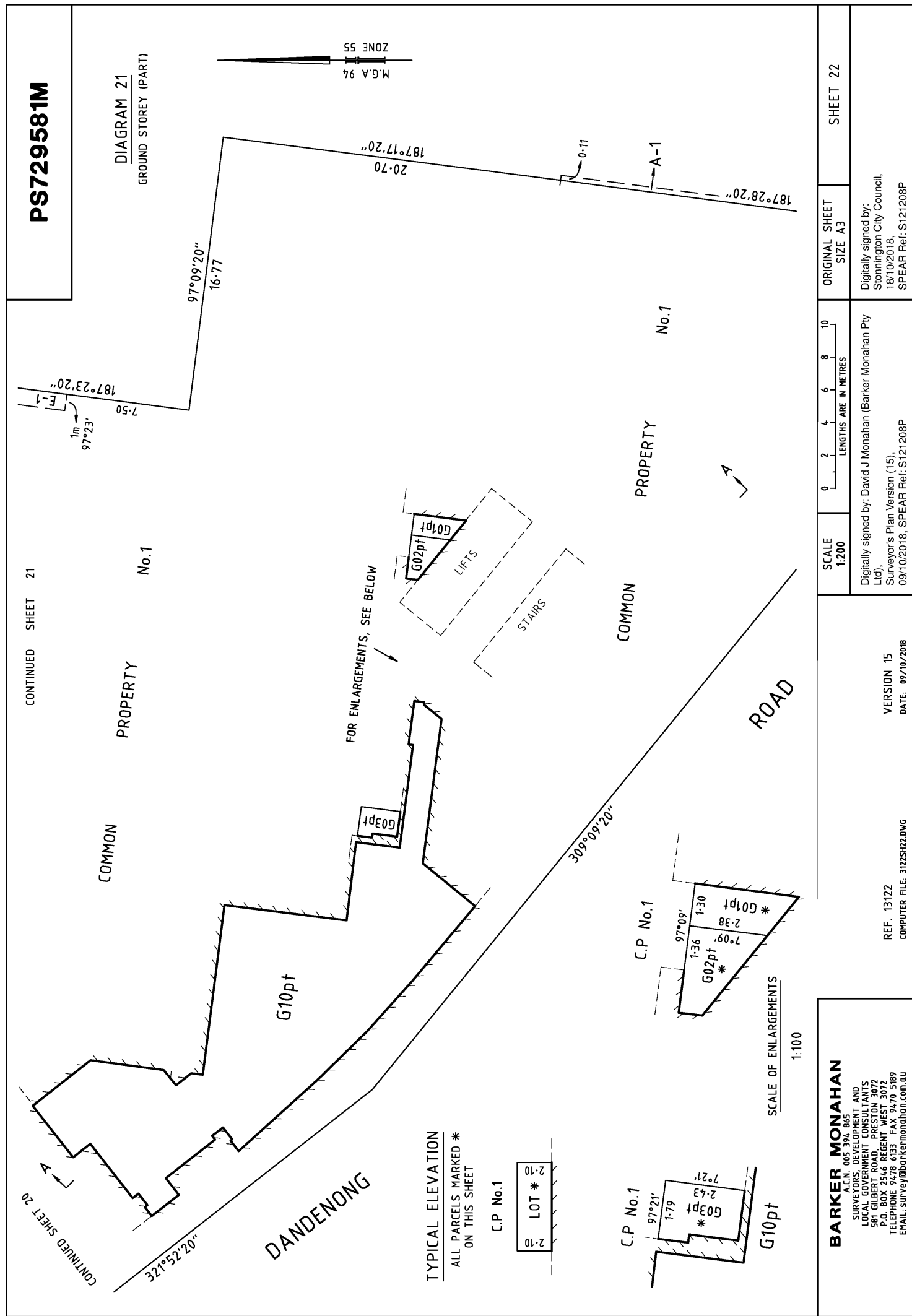


ORIGINAL SHEET
SIZE A3

SHEET 21

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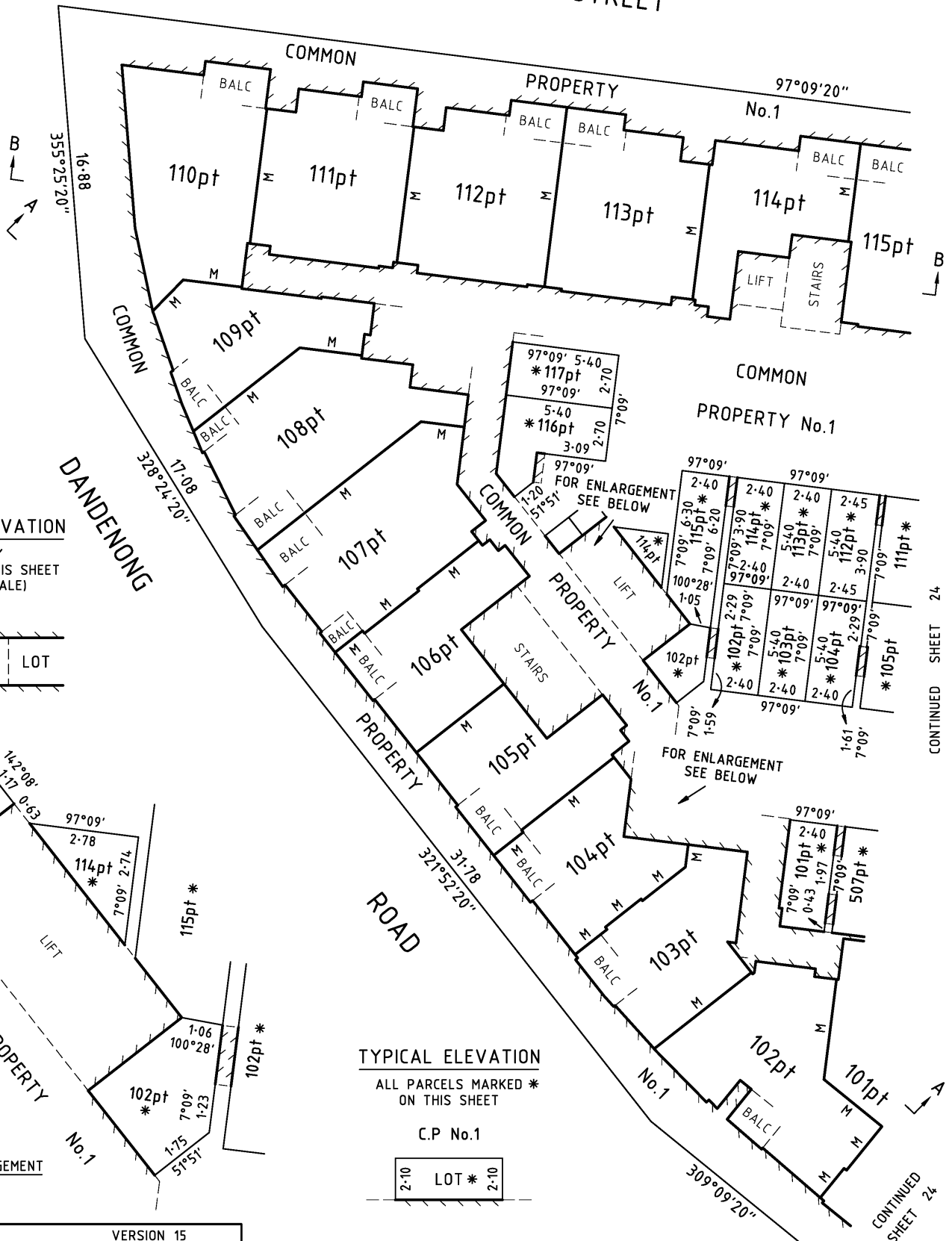


PS729581M

DIAGRAM 22
FIRST STOREY (PART)

JOHN

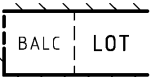
STREET



TYPICAL ELEVATION

BALCONY
ALL LOTS ON THIS SHEET
(NOT TO SCALE)

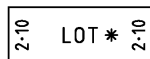
C.P No.1



TYPICAL ELEVATION

ALL PARCELS MARKED *
ON THIS SHEET

C.P No.1



SCALE OF ENLARGEMENT

1:100

CONTINUED SHEET 24

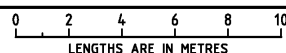
CONTINUED SHEET 24

REF. 13122 VERSION 15
COMPUTER FILE: 3122SH23.DWG DATE: 09/10/2018

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EMAIL: survey@barkermonahan.com.au

SCALE
1:200



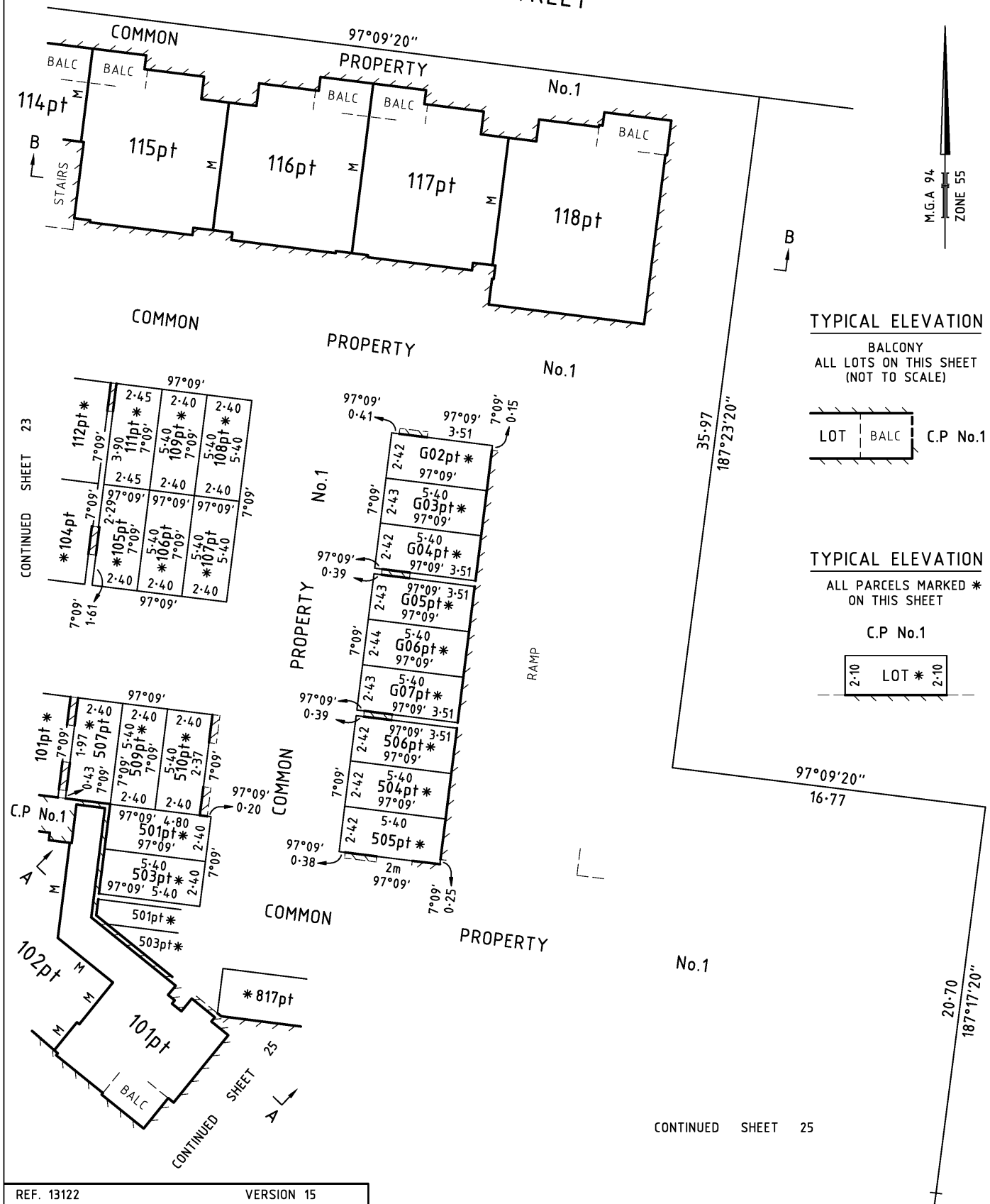
ORIGINAL SHEET
SIZE A3

SHEET 23

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Surveyor's Plan Version (15),
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SPEAR Ref: S121208P

JOHN STREET



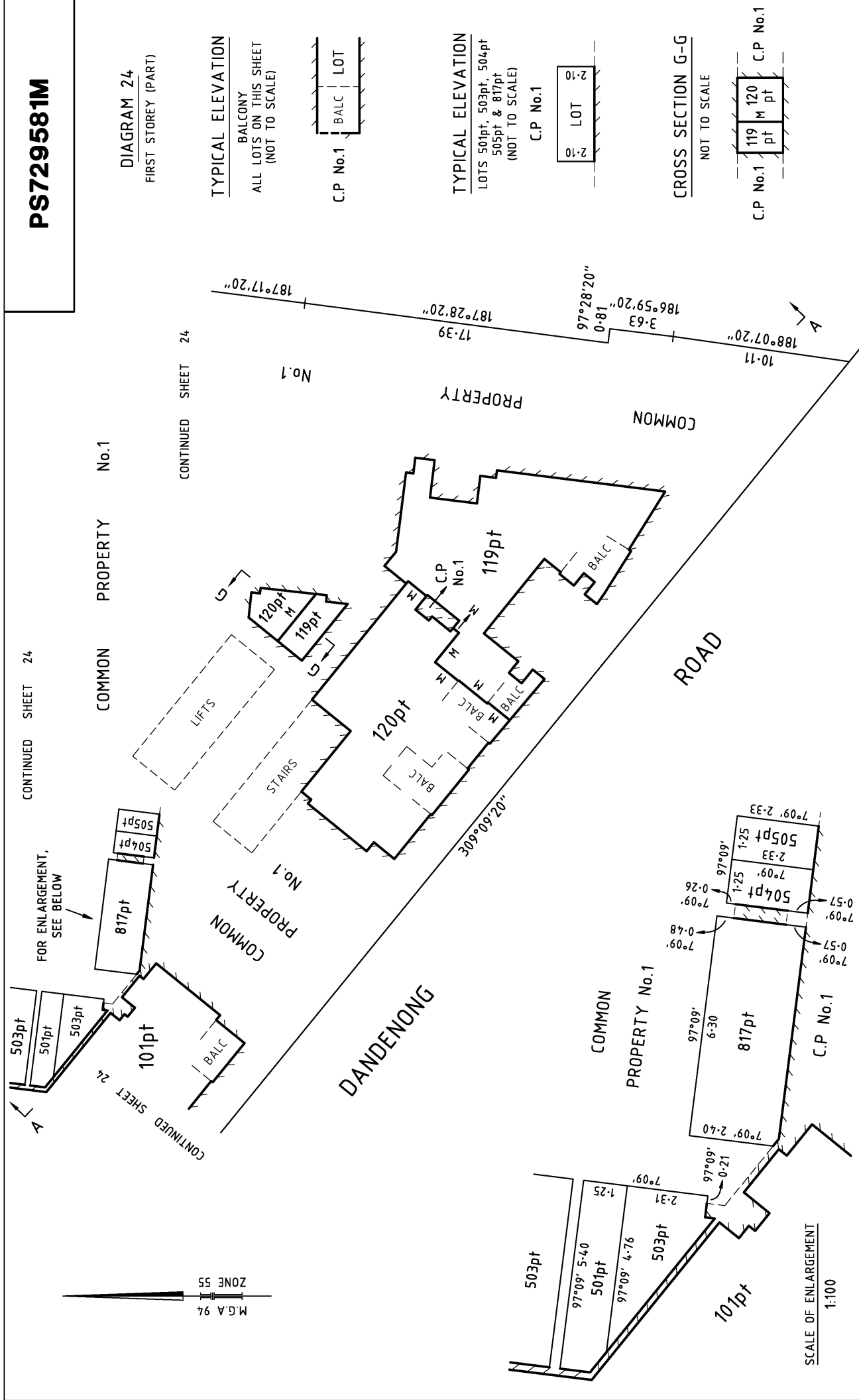
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SHEET 24

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REF. 13122
COMPUTER FILE: 3122SH25.DWG

VERSION 15
DATE: 09/10/2018

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SPEAR Ref: S121208P

Amended by: David J Monahan, 20/11/2018.

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DIAGRAM 25
SECOND STOREY (PART)

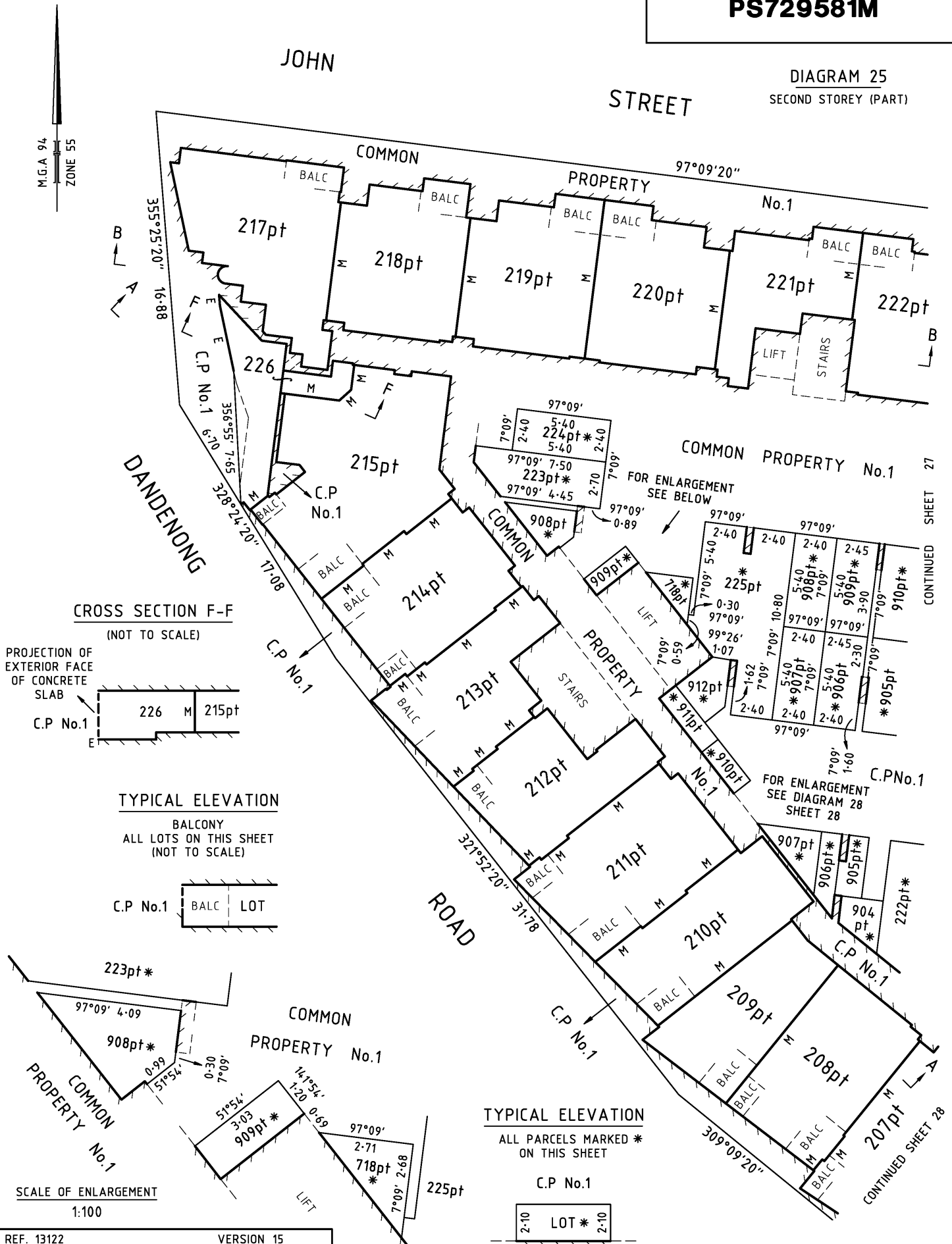


DIAGRAM 26
SECOND STOREY (PART)



REF. 13122	VERSION 15
COMPUTER FILE: 3122SH27.DWG	DATE: 09/10/2018

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P.O. BOX 2546 REGENT WEST 3072
TELEPHONE 9478 6133 FAX 9470 5189
EMAIL: survey@barkermonahan.com.au

SCALE
1:200

LENGTHS ARE IN METRES

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018. SPEAR Ref: S121208P

ORIGINAL SHEET
SIZE A3

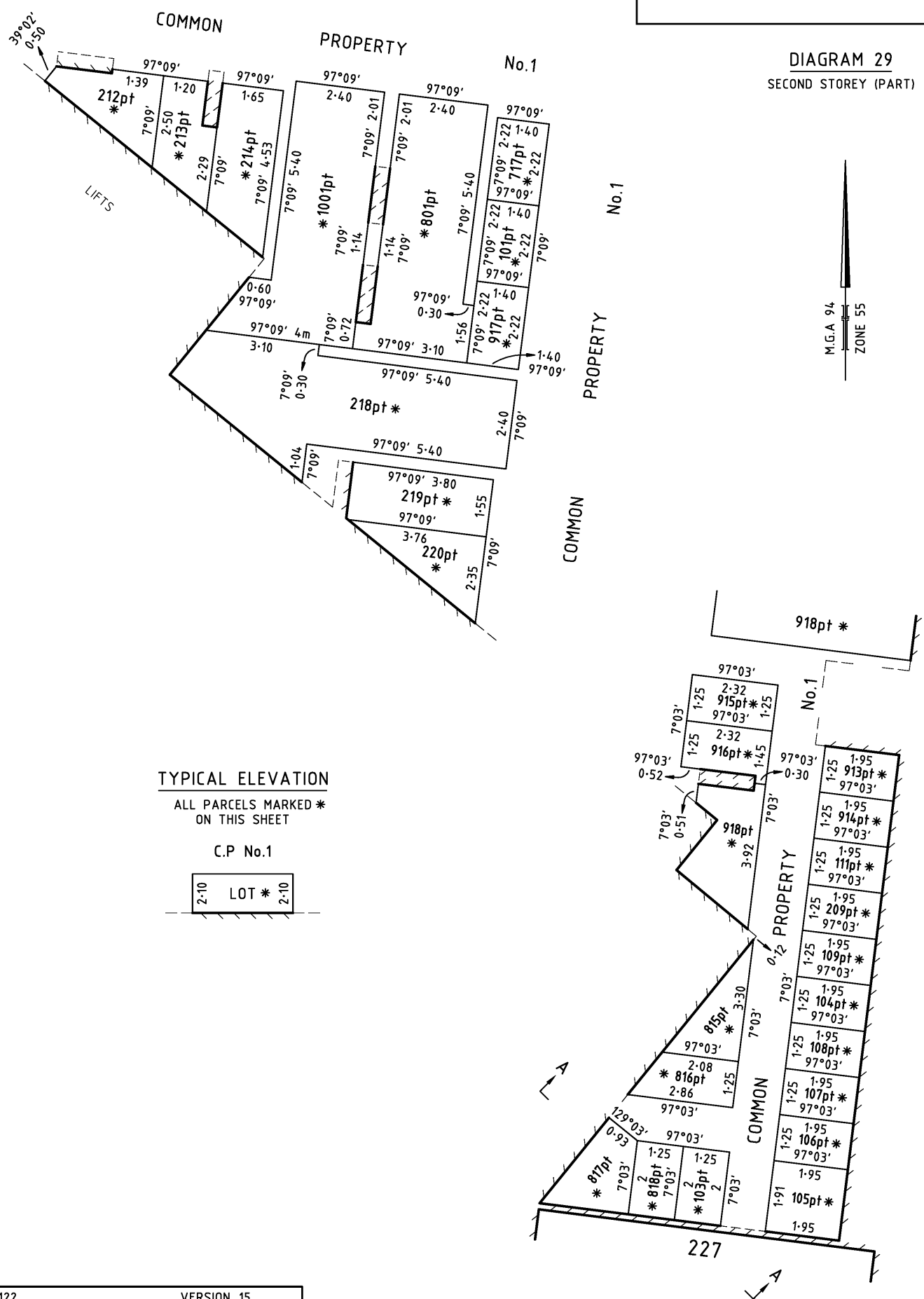
Digitally signed by:
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18/10/2018,
SPEAR Ref: S121208P

SHEET 27

Amended by: David J Monahan, 20/11/2018.

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DIAGRAM 29
SECOND STOREY (PART)



REF. 13122 VERSION 15
COMPUTER FILE: 3122SH29.DWG DATE: 09/10/2018

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P.O. BOX 2546 REGENT WEST 3072
TELEPHONE 9478 6133 FAX 9470 5189
EMAIL: survey@barkermonahan.com.au

SCALE
1:100

0 1 2 3 4 5
LENGTHS ARE IN METRES

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
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09/10/2018, SPEAR Ref: S121208P

ORIGINAL SHEET
SIZE A3

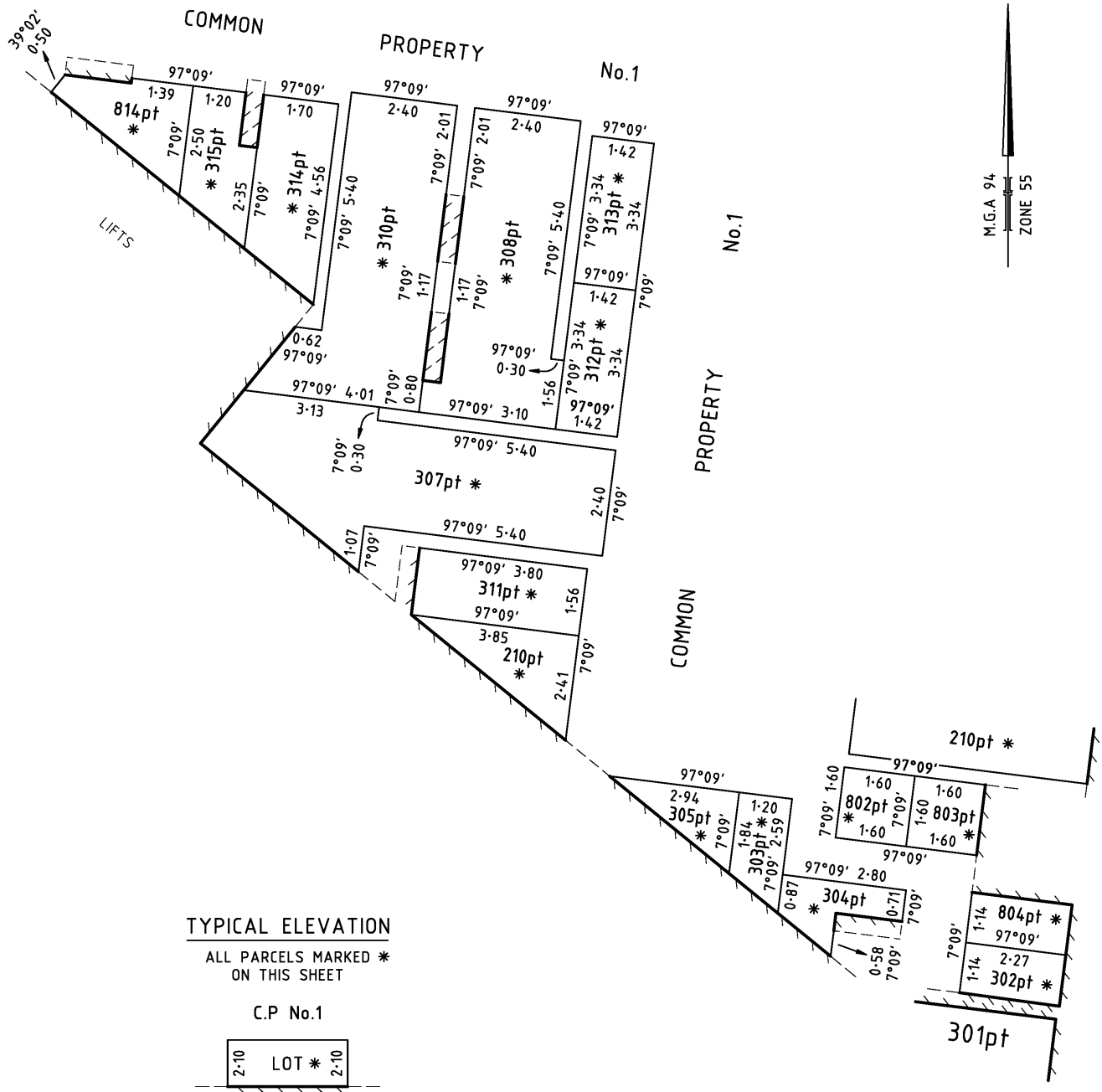
Digitally signed by:
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18/10/2018,
SPEAR Ref: S121208P

SHEET 29

Amended by: David J Monahan, 20/11/2018.

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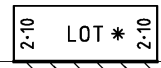
DIAGRAM 34
THIRD STOREY (PART)



TYPICAL ELEVATION

ALL PARCELS MARKED *
ON THIS SHEET

C.P. No.1



REF. 13122 VERSION 15
COMPUTER FILE: 3122SH33.DWG DATE: 09/10/2018

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EMAIL: survey@barkermonahan.com.au

SCALE
1:100
0 1 2 3 4 5
LENGTHS ARE IN METRES

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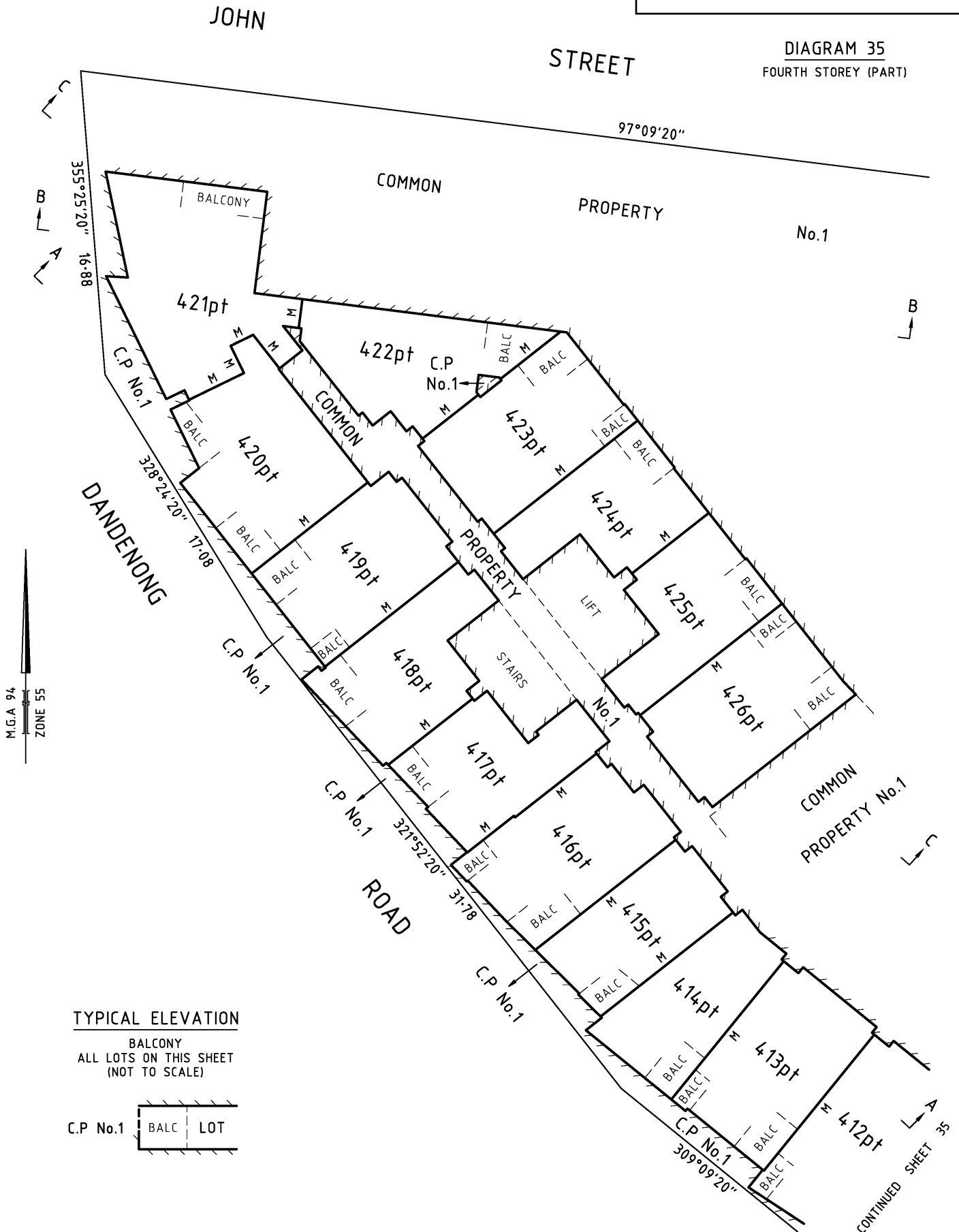
ORIGINAL SHEET
SIZE A3

SHEET 33

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18/10/2018,
SPEAR Ref: S121208P

PS729581M

DIAGRAM 35
FOURTH STOREY (PART)



TYPICAL ELEVATION

BALCONY
ALL LOTS ON THIS SHEET
(NOT TO SCALE)



REF. 13122 VERSION 15
COMPUTER FILE: 3122SH34.DWG DATE: 09/10/2018

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EMAIL: survey@barkermonahan.com.au

SCALE
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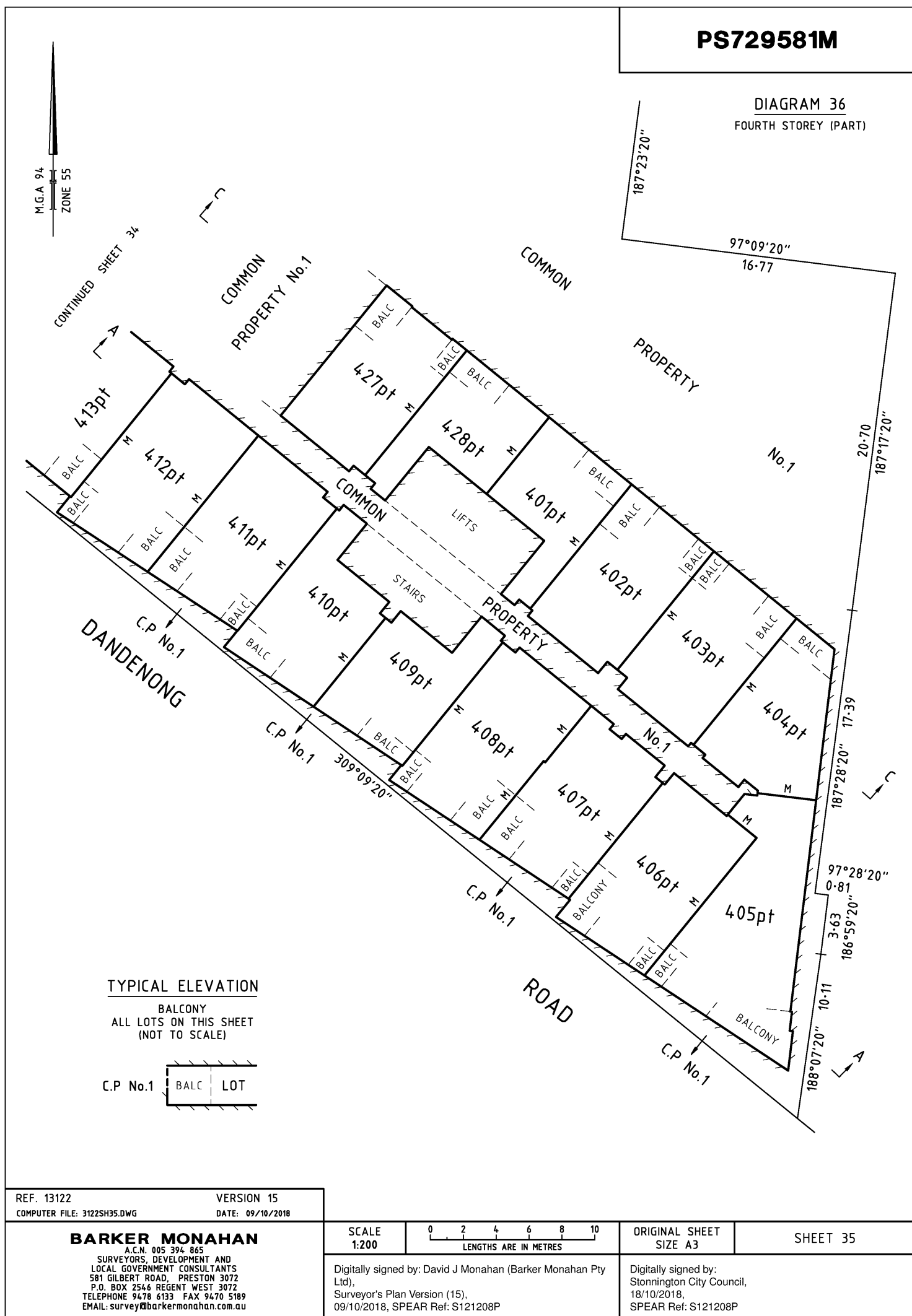
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LENGTHS ARE IN METRES

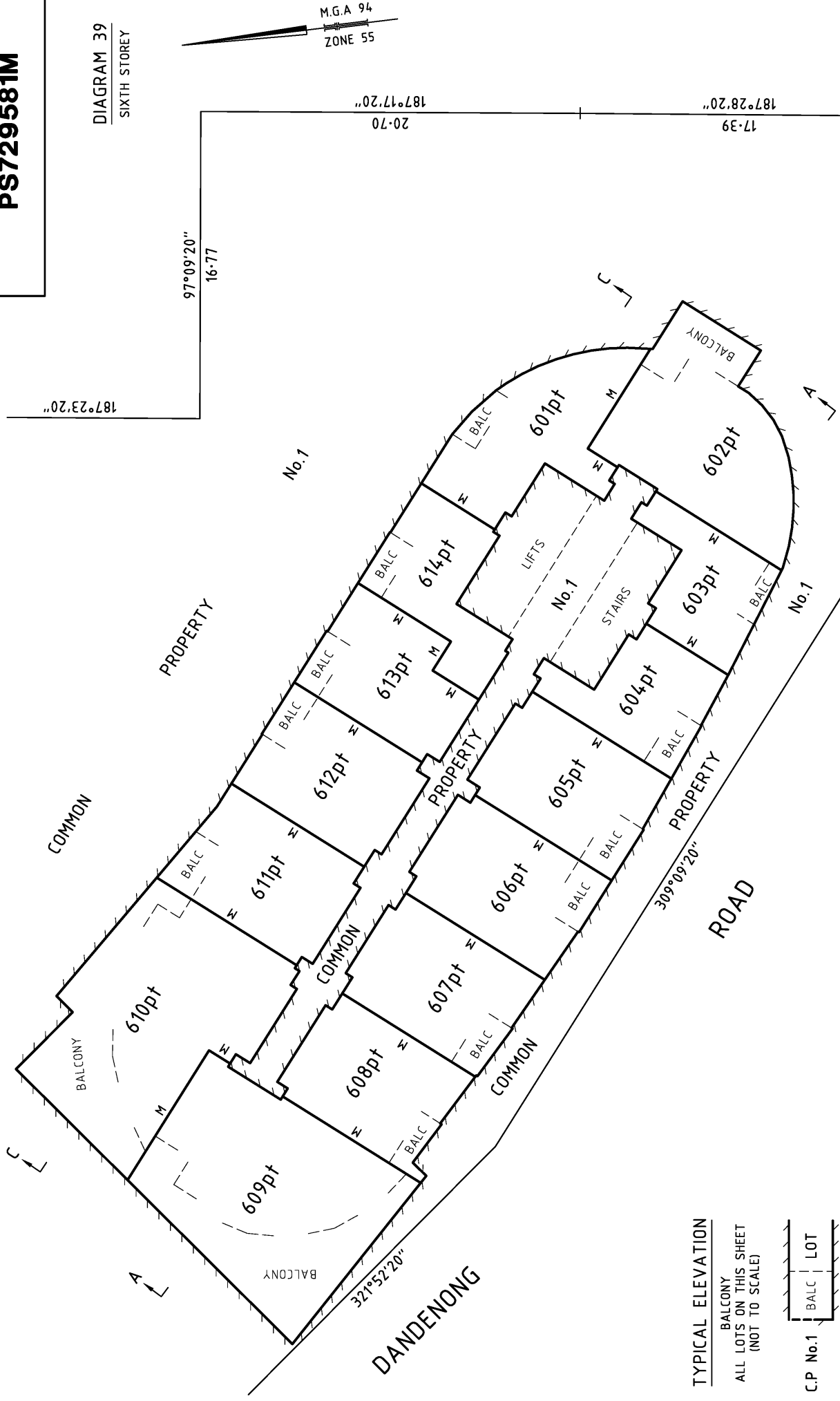
ORIGINAL SHEET
SIZE A3

SHEET 34

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18/10/2018,
SPEAR Ref: S121208P





TYPICAL ELEVATION

BALCONY
ALL LOTS ON THIS SHEET
(NOT TO SCALE)

C.P No.1	BALC	LOT
----------	------	-----

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REF. 13122
COMPUTER FILE: 3122SH38.DWG
VERSION 15
DATE: 09/10/2018

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018; SPEAR Ref: S121208P

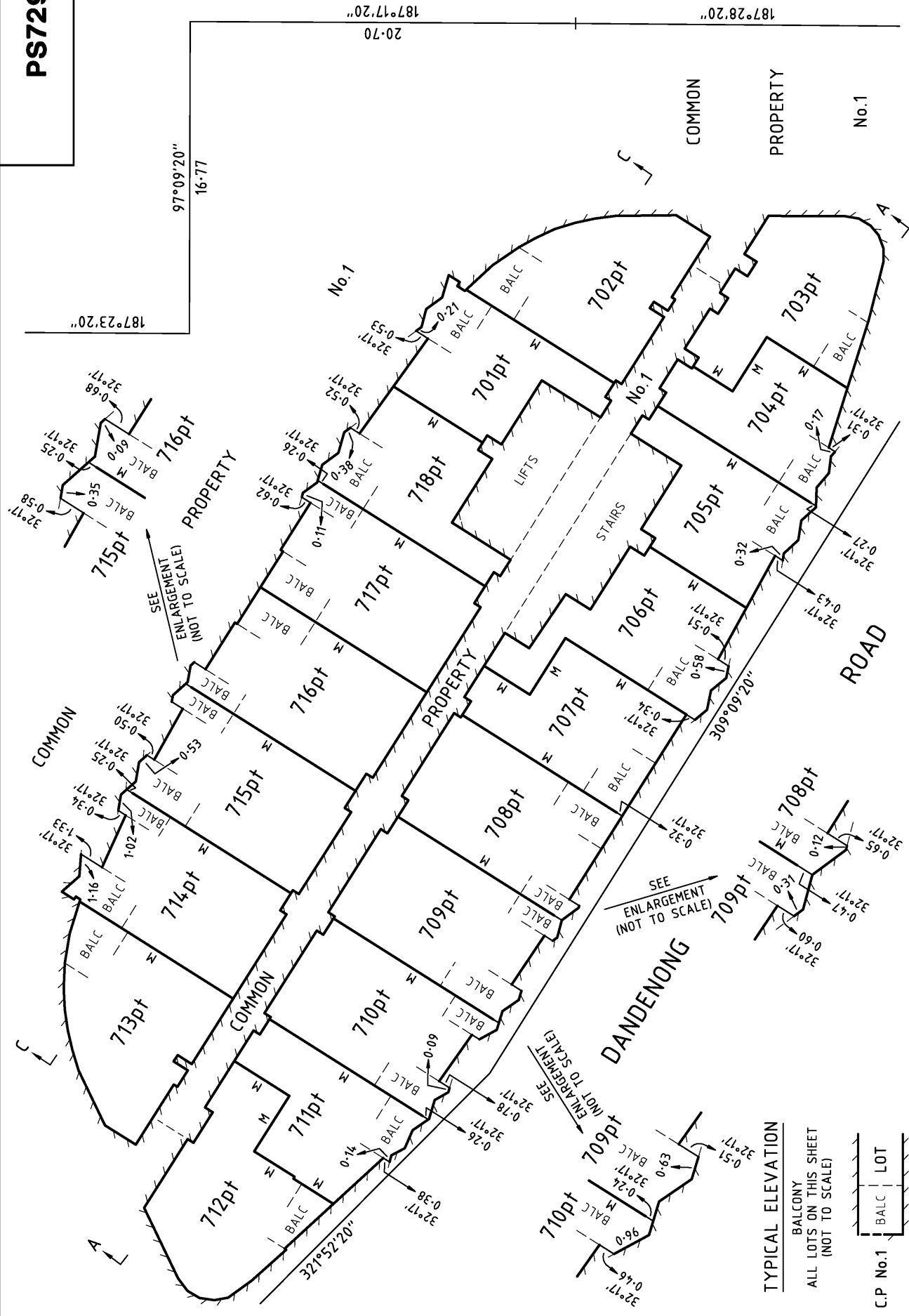
Digitally signed by:
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18/10/2018,
SPEAR Ref: S121208P

ORIGINAL SHEET SIZE A3	SHEET 38
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DIAGRAM 40
SEVENTH STOREY

M.G.A 94
ZONE 55



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PH: 03 9478 4148 FAX: 03 9478 4149
TELEPHONE 9478 4133 FAX 9478 5169
EMAIL: survey@barkermonahan.com.au

Amended by: David J Monahan, 20/11/2018.

REF. 13122
COMPUTER FILE: 31225H39.DWG
VERSION 15
DATE: 09/10/2018

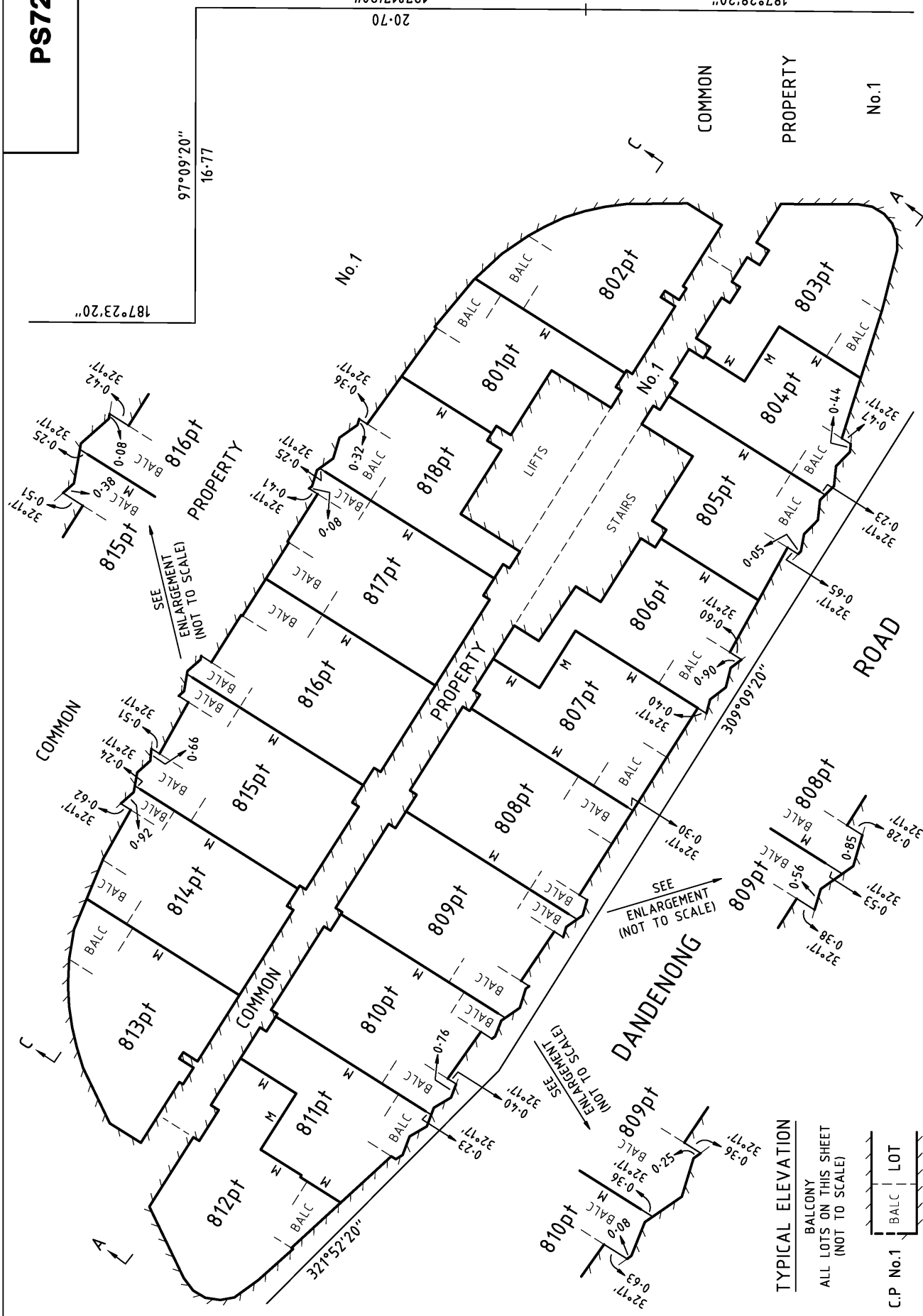
Scale 1:200
LENGTHS ARE IN METRES
0 2 4 6 8 10

ORIGINAL SHEET SIZE A3
SHEET 39
Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
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PS729581M

DIAGRAM 41
EIGHTH STOREY

M.G.A 94
ZONE 55



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TELEPHONE 9478 4133 FAX 9470 5869
EMAIL: survey@barkermonahan.com.au

Amended by: David J Monahan, 20/11/2018.

REF. 13122
COMPUTER FILE: 3122SH4.0.DWG
VERSION 15
DATE: 09/10/2018

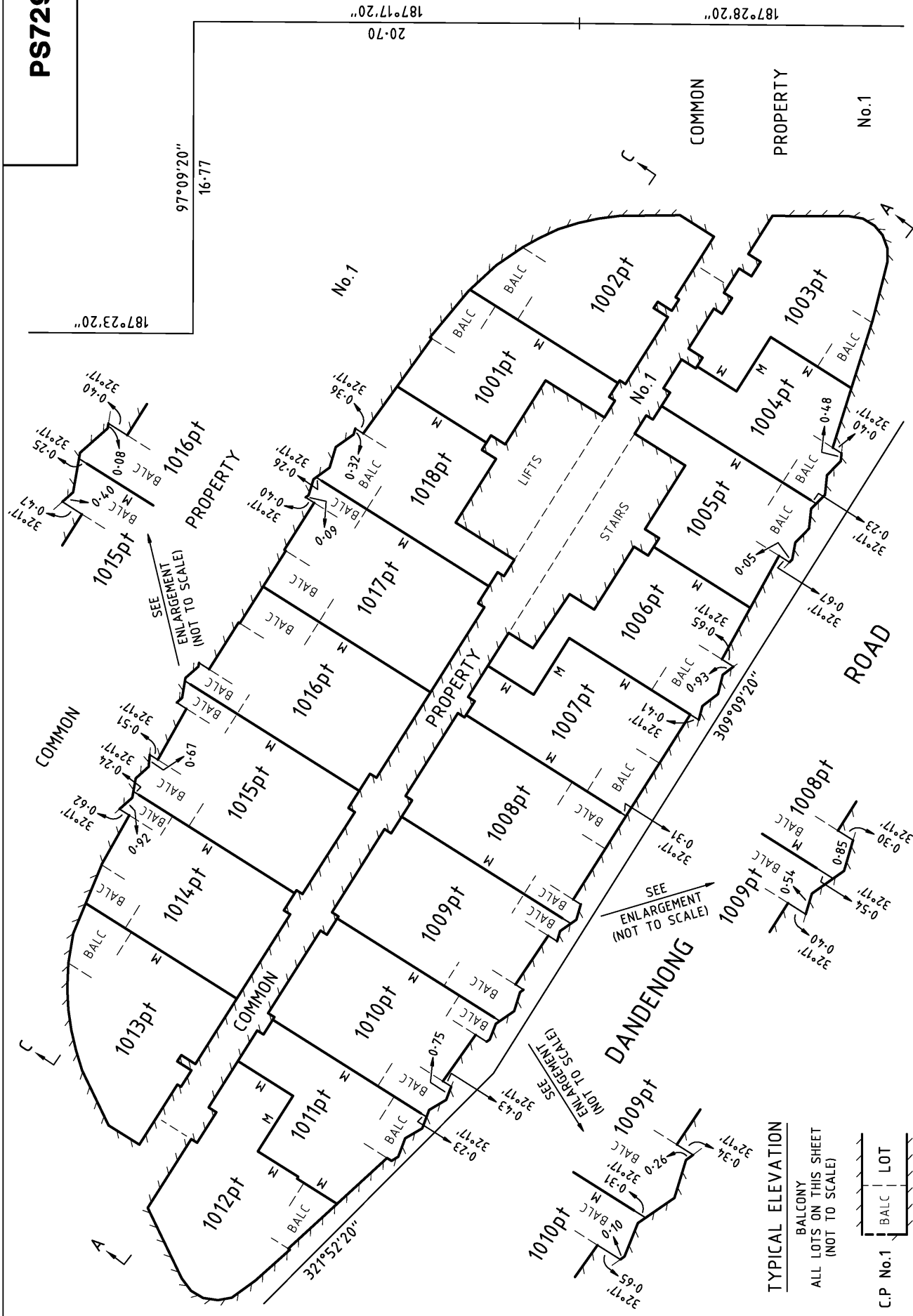
Scale 1:200
LENGTHS ARE IN METRES
0 2 4 6 8 10

ORIGINAL SHEET
SIZE A3
SHEET 40
Digitally signed by:
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PS729581M

DIAGRAM 43
TENTH STOREY

M.G.A 94
ZONE 55



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VIC 3072
TELEPHONE 9478 4133 FAX 9470 5869
EMAIL: survey@barkermonahan.com.au

REF. 13122
COMPUTER FILE: 3122SH42.DWG

VERSION 15
DATE: 09/10/2018

Digitally signed by: David J Monahan (Barker Monahan Pty Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

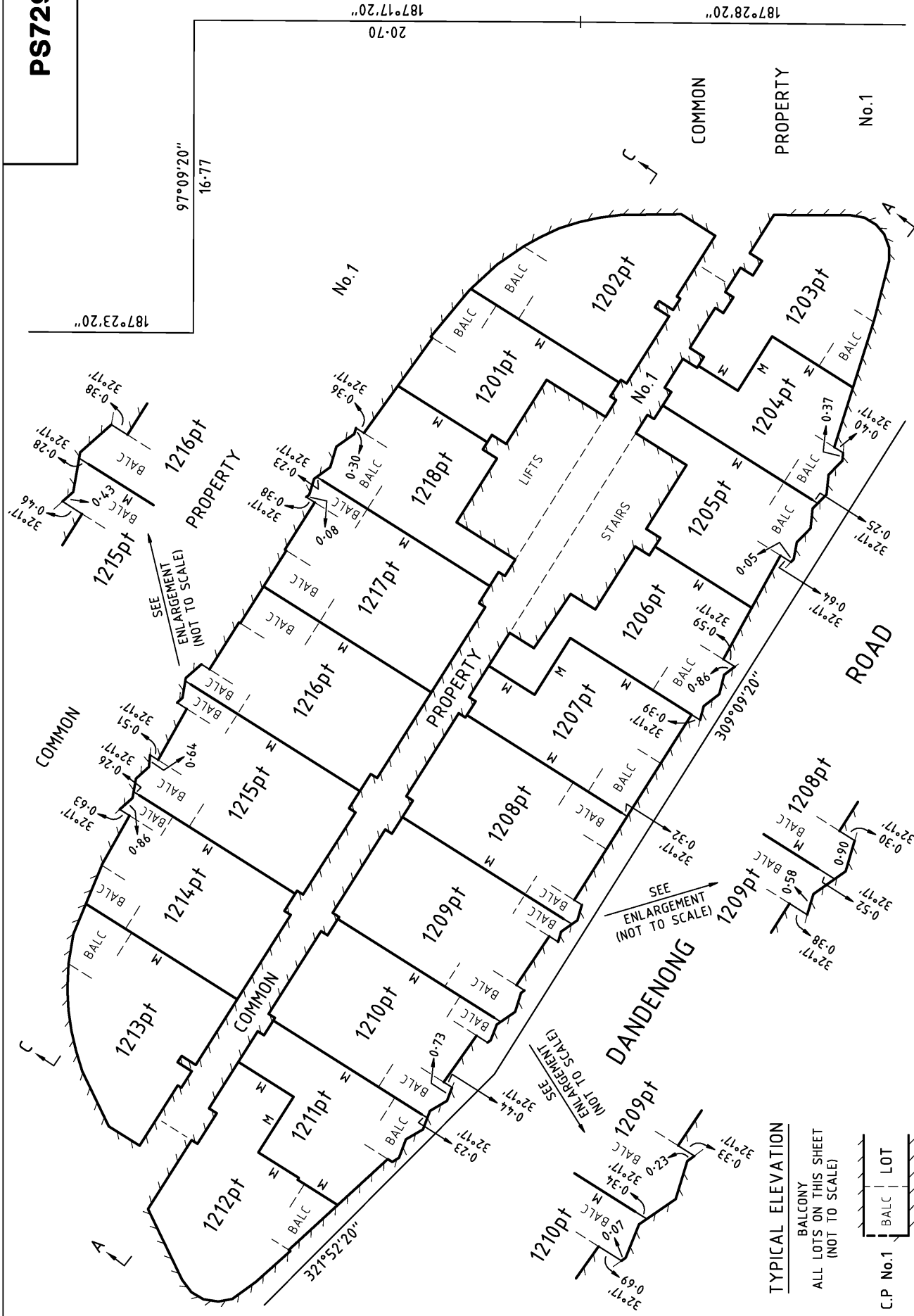
ORIGINAL SHEET
SIZE A3

SHEET 42

Amended by: David J Monahan, 20/11/2018.

PS729581M

DIAGRAM 45
TWELFTH STOREY



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EMAIL: survey@bankermonda.com.au

REF. 13122

COMPUTER FILE: 3122SH44.DWG

VERSION 15

DATE: 09/10/2018

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David J. ...
Ltd),

09/10/2018. SPEAR Ref: S121208P

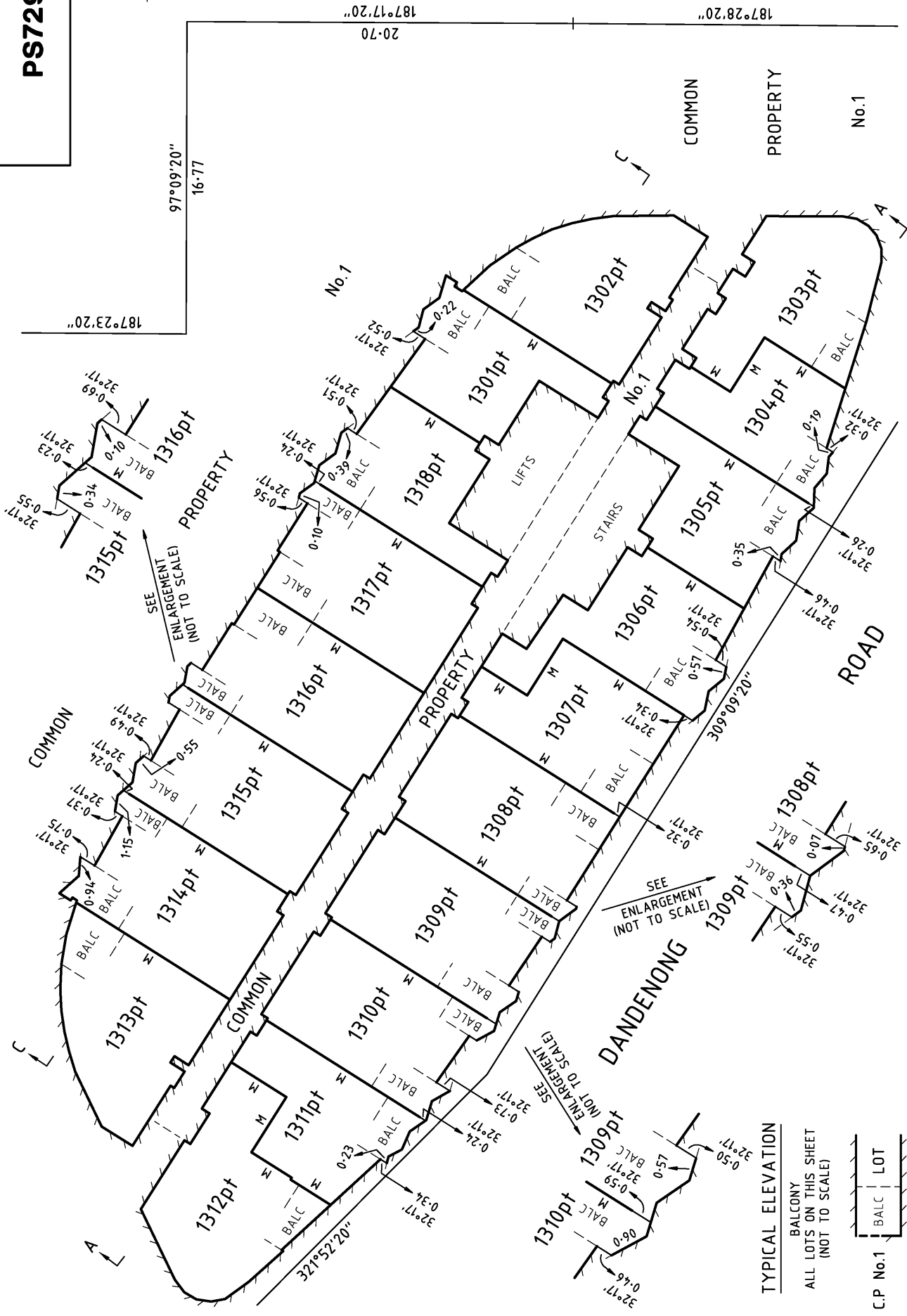
Digitally signed by:

Amended by: David J Monahan, 20/11/2018.

PS729581M

DIAGRAM 46
THIRTEENTH STOREY

M.G.A 94
ZONE 55



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581 GILBERT ROAD, WESTON 3072
VIC 3007
TELEPHONE 9478 4133 FAX 9470 5869
EMAIL: survey@barkermonahan.com.au

Amended by: David J Monahan, 20/11/2018.

REF. 13122
COMPUTER FILE: 3122SH45.DWG
VERSION 15
DATE: 09/10/2018

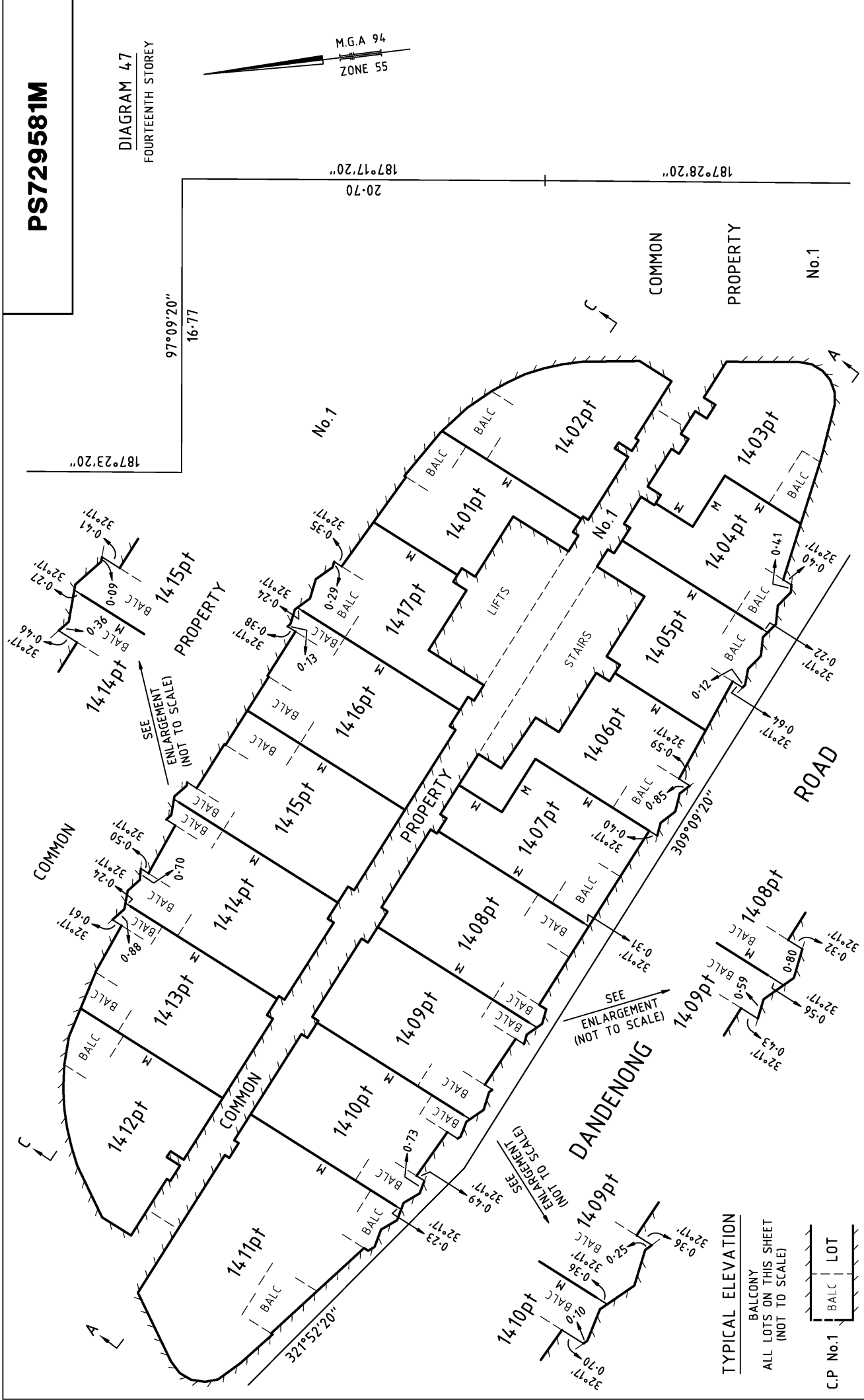
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Surveyor's Plan Version (15),
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ORIGINAL SHEET SIZE A3
SHEET 45

PS729581M

DIAGRAM 47
FOURTEENTH STOREY

M.G.A 94
ZONE 55



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REF. 13122
COMPUTER FILE: 3122SH46.DWG

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Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

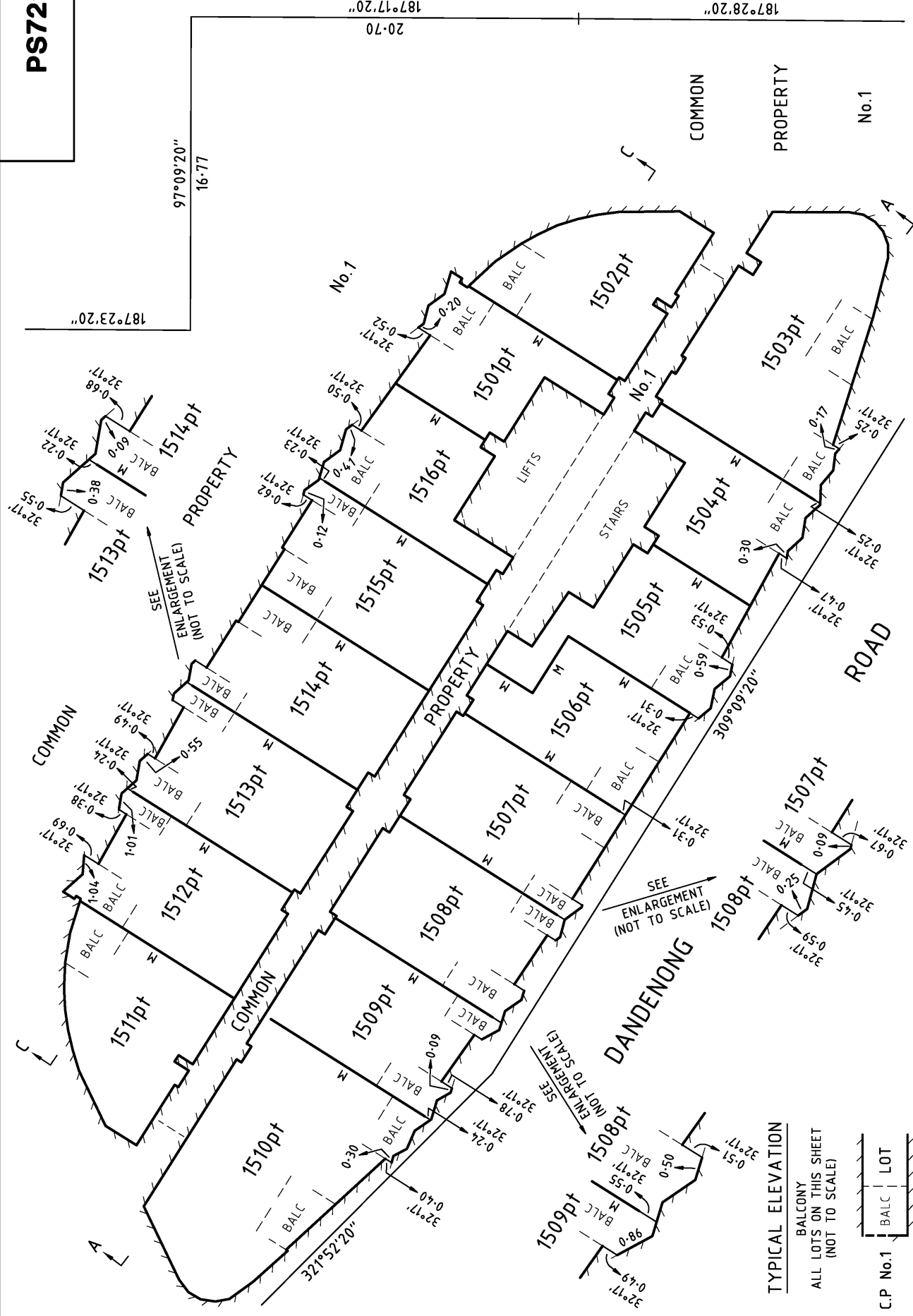
ORIGINAL SHEET
SIZE A3

SHEET 46

PS729581M

DIAGRAM 48
FIFTEENTH STOREY

M.G.A 94
ZONE 55



BARKER MONAHAN
A.C.N. 005 394 865
SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
581 GILBERT ROAD, PRESTON VIC 3072
PH: 03 9478 4148 FAX: 03 9478 4149
TELEPHONE 9478 4133 FAX 9478 5189
EMAIL: survey@barkermonahan.com.au

REF. 13122
COMPUTER FILE: 3122SH47.DWG

VERSION 15
DATE: 09/10/2018

ORIGINAL SHEET
SIZE A3

SHEET 47

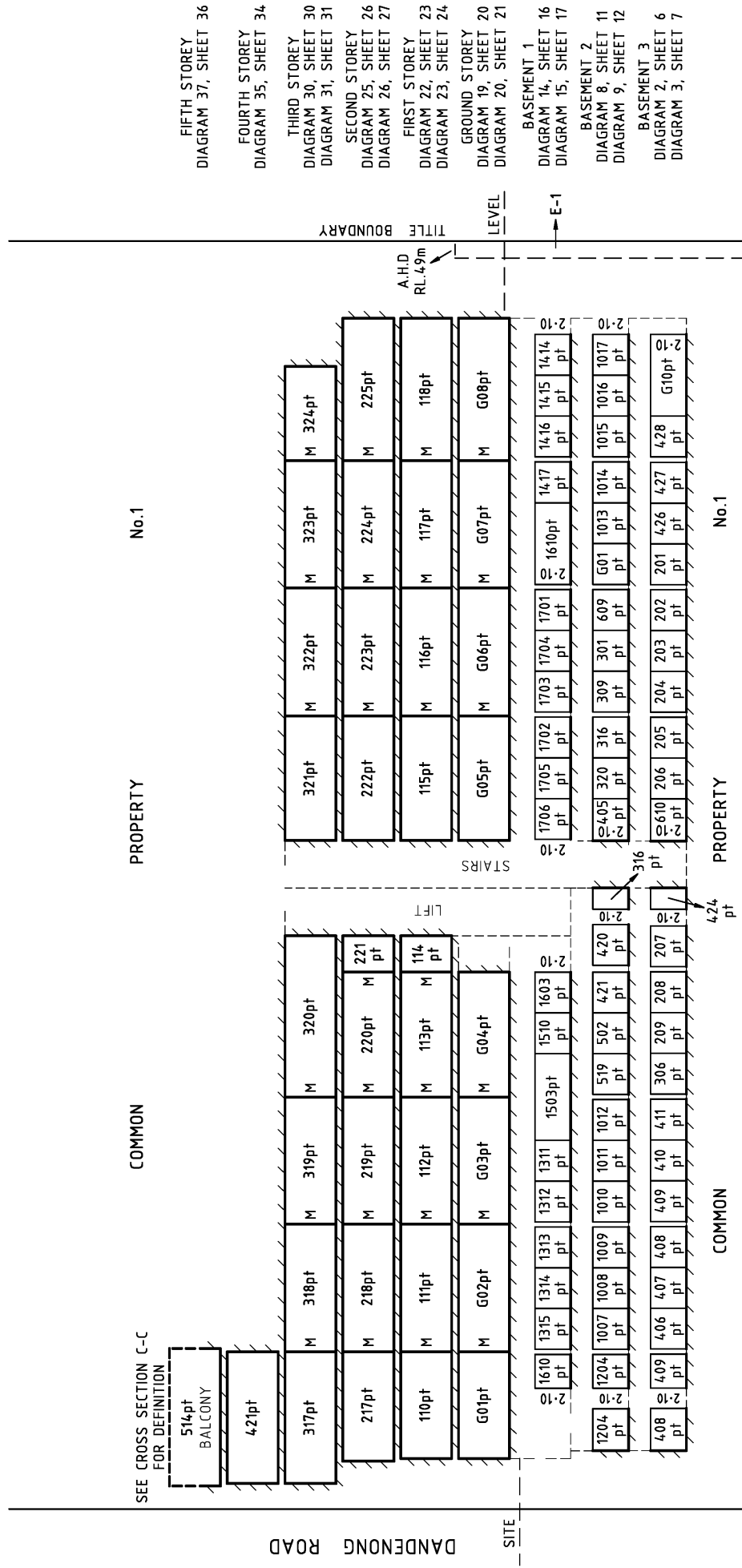
Digitally signed by:
Stonnington City Council,
18/10/2018,
SPEAR Ref: S121208P

Digitally signed by: David J Monahan (Barker Monahan Pty
Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

PS729581M

CROSS SECTION B-B

NOT TO SCALE



SEE CROSS SECTION C-C
FOR DEFINITION

514pt
BALCONY

421pt

DANDENONG ROA

SITE

LIFT

STAIRS

A.H.D
RL:49m

LEVEL

E-1

COMMON

PROPERTY

No. 1

BARKER MONAHAN

**SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS**
581 GILBERT ROAD, PRESTON 3072
P.O. BOX 2546 REGENT WEST 3072
TELEPHONE 9478 6133 FAX 9470 51899
EMAIL: survey@barkermonahan.com.au

REF. 13122
COMPUTER FILE

VERSION 15
DATE: 09/10/2018

Digitally signed by: David J Monahan (Barker Monahan Pty
Ltd),
Surveyor's Plan Version (15),
09/10/2018, SPEAR Ref: S121208P

ORIGINAL SHEET SIZE A3	SHEET 51
---------------------------	----------

Amended by: David J Monahan, 20/11/2018.



City of
STONNINGTON
ABN 67 688 032 530

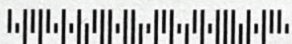
Rates and Valuation Notice and Fire Services Property Levy 2021 / 2022

stonnington.vic.gov.au/rates T 8290 1333

PROPERTY NUMBER

81167

For the period 1 July 2021 to 30 June 2022



032

U Doratiyawa
46 Brookwater Parade
LYNDHURST VIC 3975

Date of Notice/Service
9 August 2021

ARREARS DUE IMMEDIATELY Amount Payable

\$0.00

TOTAL DUE Total Amount Payable

\$818.42
Due 15 February 2022

OR 4 INSTALMENTS Instalment 1 Amount Payable

\$203.42 ✓
Due 30 September 2021

Instalment 2 Amount Payable

\$205.00
Due 30 November 2021

Instalment 3 Amount Payable

\$205.00
Due 28 February 2022

Instalment 4 Amount Payable

\$205.00
Due 31 May 2022

PROPERTY DETAILS

AVPCC: 125 Strata unit or flat Resident

Property: 410/803 Dandenong Road, MALVERN EAST VIC 3145

Description: Lot 410 PS 729581 Vol 12035 Fol 000

Site Value	Capital Improved Value	Net Annual Value	Ward
\$65,000	\$430,000	\$21,500	EAST

Valuation Effective Level Date: 01/01/2021 First Used: 01/07/2021 The City of Stonnington uses the Capital Improved Value as a basis for levying rates.

DETAILS OF RATES AND CHARGES

Description	Rate/Charge	Multiplier	Amount
General Residential	0.0010513 in \$on CIV	430000	452.05
Waste Charge	Waste - No Kerbside	1	227.00
Fire Service Levy Residential Fixed	\$114.00		114.00
Fire Service Levy Residential Variable	0.000059 in \$on CIV	430000	25.37

TOTAL DUE: \$818.42
(No GST applicable)

Note: Payments and changes of address after 23 July 2021 not included.

ARE YOU HAVING TROUBLE PAYING THIS BILL?

If you are having trouble paying your bill, contact Council and ask for help. We have a number of flexible options available for you. For further information or to make a payment now, please visit: www.stonnington.vic.gov.au/rates. Contact us before the due date on your bill to avoid possible late payment fees at the prescribed penalty interest rate of 10% per annum. See back for further details.

PAYMENT OPTIONS



Biller Code: 20198
Payment Ref No. 8116 782



Your bill, your way

As a smart city, Council uses the Payreq MyBills service to offer several digital bill delivery options. Visit go.Payreq.com to create a free Payreq MyBills account. Then subscribe to choose a convenient and secure option to receive, pay and store your rates notices.



City of
STONNINGTON



Phone

Please call 1300 BPOINT
(1300 276 468) to make payments using
your credit card



Total
Amount



*3075 8116782

Instalment
Amount



*3075 8116782

Payreq QR



<https://www.stonnington.vic.gov.au/rates>



FOR FURTHER PAYMENT OPTIONS PLEASE SEE REVERSE

Your quarterly bill



Emailed to: upalidora@gmail.com
MR U DORATIYAWA
46 BROOKWATER PDE
LYNDHURST VIC 3975

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 08 4719 2998
Invoice number 0849 4037 22732
Issue date 14 Jan 2022
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$155.43

Due date
4 Feb 2022

Summary

UNIT 410 803 DANDENONG RD, MALVERN EAST

Property Number 5149 748, PS 729581

Product/Service	Amount
Water Supply System Charge	\$19.28
Sewerage System Charge	\$110.12
Yarra Valley Water Total	\$129.40
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$26.03
TOTAL (GST does not apply)	\$155.43

Payment summary

Last Account	\$158.89
Paid/Adjusted	-\$158.89
Balance	\$0.00
Total this Account	+\$155.43
Total Balance	\$155.43



How to pay



*3042 084940372273 2



Direct debit

Sign up for direct debit at yvw.com.au/online or call 1300 304 688.



BPAY®

Bill code: **344366**
Ref: **084 7192 9980**



Credit Card

Online: yvw.com.au/paying
Phone: 1300 362 332



Post Billpay®

Bill code: **3042**
Ref: **0849 4037 22732**



Cheque

Send a cheque with this portion of your bill to:
Yarra Valley Water,
GPO Box 2860 Melbourne
VIC 3001



Centrepay

Arrange regular deductions from your Centrelink payments
Online: via your myGov account at my.gov.au
CRN: 555 054 118T

MR U DORATIYAWA

Account number	08 4719 2998
Invoice number	0849 4037 22732
Total due	\$155.43
Due date	4 Feb 2022
Amount paid	\$

+00849403722732>

+009120+

<0847192998>

<0000015543>

+444+

Account details

The Water Supply System Charge from 01 Jan 22 to 31 Mar 22 is a fixed charge of \$19.28 per property based on a daily rate.

The Sewerage System Charge from 01 Jan 22 to 31 Mar 22 is a fixed charge of \$110.12 per property based on a daily rate.

Waterways and Drainage Charge from 01 Jan 22 to 31 Mar 22.

We collect the waterways and drainage charge on behalf of Melbourne Water to help protect our rivers and creeks, improve drainage and flood management, and urban development planning in the Port Phillip and Westernport region. Learn more at MelbourneWater.com.au/wwdc.

J84010

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

	Enquiries	1300 304 688		enquiry@yvw.com.au	For language assistance		For all other languages call our translation service on 03 9046 4173
	Faults and Emergencies	13 27 62 (24hr)		yvw.com.au			
				Private Bag 1 Mitcham VIC 3132	العربية	1300 914 361	 TTY Voice Calls 133 677  Speak and Listen 1300 555 727
					廣東話	1300 921 362	
					Ελληνικά	1300 931 364	
					普通话	1300 927 363	

2022 Land Tax Assessment Notice

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7049128025001000001

MR UPALI DORATIYAWA
46 BROOKWATER PARADE
LYNDHURST VIC 3975

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

063030138

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

53792789

ISSUE DATE

8 APR 2022

TOTAL PAYABLE

\$855.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1

IN FULL

PAY BY

19 AUG 2022

2

INSTALMENTS

SET UP BY

6 MAY 2022

Instalments are **ONLY** payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR
INSTALMENTS
(EQUAL AMOUNTS)

MONTHLY
INSTALMENTS

FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

Go paperless



Scan to register for My Land Tax.
Registration is quick and easy.

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249
REF: 53792789

Telephone and internet banking

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

bpay.com.au

CARD



Customer No: 063030138
REF: 53792789

Visa or Mastercard only

Pay via our website or phone 13 21 61.

A card payment fee applies.

sro.vic.gov.au/paylandtax

AUSTRALIA POST



Post
Billpay

\$855.00

Pay in-store

Take this notice to any Australia Post.

State Revenue Office (VIC) payment



*382 400 0053792789 1

Summary of assessment

Assessment number: 53792789

Period of assessment: 1 January 2022 to 31 December 2022

Land tax applies to land you owned on 31 December 2021.

2022 calculation

Total taxable value	\$540,000.00
Tax calculation	\$855.00
2022 tax payable	\$855.00

For land tax rates, visit sro.vic.gov.au/landtaxrate.

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone 13 21 61 DURING BUSINESS HOURS (AEST)

Statement of lands for period 1 January 2022 to 31 December 2022

Assessment number: 53792789
Level of value date: 1 January 2021

Lands owned as at midnight 31 December 2021 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	174 PRINCES HWY, HALLAM, 3803 CASEY	012800515 8 L54883	\$725.00	\$752.08	\$475,000
2	UNIT 410, 803 DANDENONG RD, MALVERN EAST, 3145 STONNINGTON	045682629 410 S729581	N/A	\$102.92	\$65,000
Plus	Your interest in Joint Ownership (Client No. 63030146) With MS MALANI JULIYANGE in the following items of Land: Note: Only your share of the Site Value is shown				
3	46 BROOKWATER PDE, LYNDHURST, 3975 CASEY	037019333 542 S604024	N/A	N/A	\$0 PPR (50.0%)
Total taxable value					\$540,000

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†]SINGLE HOLDING TAX

^{††}PROPORTIONAL TAX

PPR

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Land Tax Principal Place of Residence exemption



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS729581M

The land in PS729581M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 120, 201 - 215, 217 - 227, 301 - 324, 401 - 428, 501 - 524, 601 - 614, 701 - 718, 801 - 818, 901 - 918, 1001 - 1018, 1101 - 1118, 1201 - 1218, 1301 - 1318, 1401 - 1417, 1501 - 1516, 1601 - 1605, 1607 - 1616, 1701 - 1706, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OWNERSCORP COMMERCIAL SUITE 33 34 QUEENS ROAD MELBOURNE VIC 3004

OC041617A 22/11/2018

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. OC041618X 22/11/2018

Additional Owners Corporation Information:

OC041617A 22/11/2018

Notations:

Nil

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	49	9
Lot 102	57	19
Lot 103	44	9
Lot 104	42	9
Lot 105	42	9



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 106	43	9
Lot 107	55	19
Lot 108	54	19
Lot 109	43	9
Lot 110	66	19
Lot 111	58	19
Lot 112	58	19
Lot 113	58	19
Lot 114	44	9
Lot 115	57	19
Lot 116	58	19
Lot 117	58	19
Lot 118	79	23
Lot 119	78	19
Lot 120	63	19
Lot 201	60	19
Lot 202	55	19
Lot 203	58	19
Lot 204	48	14
Lot 205	49	14
Lot 206	55	19
Lot 207	59	19
Lot 208	55	19
Lot 209	45	14
Lot 210	52	14
Lot 211	54	19
Lot 212	46	9
Lot 213	47	9
Lot 214	52	14



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 215	90	24
Lot 217	78	21
Lot 218	58	19
Lot 219	58	19
Lot 220	58	19
Lot 221	42	9
Lot 222	58	19
Lot 223	58	19
Lot 224	58	19
Lot 225	80	24
Lot 226	9	1
Lot 227	9	1
Lot 301	78	19
Lot 302	56	19
Lot 303	54	19
Lot 304	58	19
Lot 305	48	9
Lot 306	48	9
Lot 307	54	19
Lot 308	57	19
Lot 309	67	19
Lot 310	48	9
Lot 311	44	9
Lot 312	56	19
Lot 313	45	9
Lot 314	48	9
Lot 315	52	14
Lot 316	68	19
Lot 317	89	23



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 318	59	19
Lot 319	59	19
Lot 320	85	19
Lot 321	60	19
Lot 322	60	19
Lot 323	60	19
Lot 324	60	19
Lot 401	43	9
Lot 402	56	19
Lot 403	56	19
Lot 404	51	9
Lot 405	78	19
Lot 406	57	19
Lot 407	55	19
Lot 408	58	19
Lot 409	47	9
Lot 410	49	9
Lot 411	55	19
Lot 412	58	19
Lot 413	55	19
Lot 414	44	9
Lot 415	44	9
Lot 416	57	19
Lot 417	45	9
Lot 418	47	9
Lot 419	52	14
Lot 420	65	19
Lot 421	89	24
Lot 422	55	14



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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 423	57	19
Lot 424	47	9
Lot 425	47	9
Lot 426	58	14
Lot 427	55	19
Lot 428	43	9
Lot 501	64	19
Lot 502	77	24
Lot 503	44	9
Lot 504	45	9
Lot 505	53	9
Lot 506	54	9
Lot 507	54	9
Lot 508	88	23
Lot 509	57	19
Lot 510	47	9
Lot 511	48	9
Lot 512	54	14
Lot 513	54	14
Lot 514	89	23
Lot 515	45	9
Lot 516	58	19
Lot 517	48	9
Lot 518	48	9
Lot 519	68	19
Lot 520	60	19
Lot 521	53	9
Lot 522	53	9
Lot 523	47	9



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 524	44	9
Lot 601	60	19
Lot 602	74	24
Lot 603	43	10
Lot 604	43	10
Lot 605	52	10
Lot 606	52	10
Lot 607	52	10
Lot 608	51	10
Lot 609	81	25
Lot 610	84	25
Lot 611	53	10
Lot 612	53	10
Lot 613	47	10
Lot 614	43	10
Lot 701	45	10
Lot 702	63	20
Lot 703	63	19
Lot 704	44	10
Lot 705	45	10
Lot 706	49	10
Lot 707	48	10
Lot 708	60	19
Lot 709	60	20
Lot 710	58	20
Lot 711	45	10
Lot 712	64	19
Lot 713	63	20
Lot 714	60	20



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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 715	60	20
Lot 716	60	19
Lot 717	61	20
Lot 718	46	10
Lot 801	45	10
Lot 802	64	20
Lot 803	64	19
Lot 804	45	10
Lot 805	45	10
Lot 806	50	10
Lot 807	48	10
Lot 808	62	20
Lot 809	61	20
Lot 810	59	20
Lot 811	45	10
Lot 812	65	20
Lot 813	64	20
Lot 814	60	20
Lot 815	61	20
Lot 816	62	20
Lot 817	62	20
Lot 818	46	10
Lot 901	45	10
Lot 902	65	20
Lot 903	65	20
Lot 904	45	10
Lot 905	45	10
Lot 906	50	10
Lot 907	48	10



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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 908	61	19
Lot 909	62	20
Lot 910	59	20
Lot 911	45	10
Lot 912	64	19
Lot 913	64	19
Lot 914	61	20
Lot 915	61	19
Lot 916	62	19
Lot 917	62	19
Lot 918	47	10
Lot 1001	46	10
Lot 1002	65	19
Lot 1003	66	20
Lot 1004	45	10
Lot 1005	46	10
Lot 1006	51	10
Lot 1007	48	10
Lot 1008	62	19
Lot 1009	62	20
Lot 1010	60	20
Lot 1011	45	10
Lot 1012	66	20
Lot 1013	66	20
Lot 1014	62	20
Lot 1015	63	20
Lot 1016	64	20
Lot 1017	64	20
Lot 1018	46	10



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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1101	46	10
Lot 1102	67	20
Lot 1103	66	19
Lot 1104	46	10
Lot 1105	46	10
Lot 1106	51	10
Lot 1107	48	10
Lot 1108	63	20
Lot 1109	62	20
Lot 1110	61	20
Lot 1111	46	10
Lot 1112	67	20
Lot 1113	67	20
Lot 1114	63	20
Lot 1115	64	20
Lot 1116	64	19
Lot 1117	64	19
Lot 1118	48	10
Lot 1201	46	10
Lot 1202	68	20
Lot 1203	66	19
Lot 1204	46	10
Lot 1205	47	10
Lot 1206	51	10
Lot 1207	49	10
Lot 1208	63	20
Lot 1209	62	19
Lot 1210	61	20
Lot 1211	47	10



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OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1212	67	20
Lot 1213	68	20
Lot 1214	63	19
Lot 1215	65	20
Lot 1216	66	20
Lot 1217	65	19
Lot 1218	47	10
Lot 1301	47	10
Lot 1302	67	19
Lot 1303	67	19
Lot 1304	46	10
Lot 1305	47	10
Lot 1306	51	10
Lot 1307	49	10
Lot 1308	63	19
Lot 1309	62	19
Lot 1310	62	20
Lot 1311	47	10
Lot 1312	67	19
Lot 1313	69	20
Lot 1314	64	20
Lot 1315	66	20
Lot 1316	66	20
Lot 1317	65	19
Lot 1318	48	10
Lot 1401	47	10
Lot 1402	68	20
Lot 1403	67	20
Lot 1404	47	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/06/2022 08:57:45 AM

OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1405	48	10
Lot 1406	52	10
Lot 1407	49	10
Lot 1408	63	20
Lot 1409	63	20
Lot 1410	61	20
Lot 1411	114	24
Lot 1412	69	20
Lot 1413	65	20
Lot 1414	65	20
Lot 1415	66	20
Lot 1416	67	20
Lot 1417	48	10
Lot 1501	47	10
Lot 1502	69	20
Lot 1503	115	25
Lot 1504	49	10
Lot 1505	52	10
Lot 1506	50	10
Lot 1507	65	20
Lot 1508	63	20
Lot 1509	63	20
Lot 1510	115	24
Lot 1511	70	20
Lot 1512	65	20
Lot 1513	66	20
Lot 1514	66	20
Lot 1515	66	20
Lot 1516	49	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/06/2022 08:57:45 AM

OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1601	48	10
Lot 1602	70	20
Lot 1603	116	24
Lot 1604	49	10
Lot 1605	104	19
Lot 1607	65	20
Lot 1608	64	20
Lot 1609	64	20
Lot 1610	117	25
Lot 1611	70	20
Lot 1612	65	20
Lot 1613	67	20
Lot 1614	67	20
Lot 1615	68	20
Lot 1616	50	10
Lot 1701	130	25
Lot 1702	138	25
Lot 1703	138	25
Lot 1704	130	25
Lot 1705	138	25
Lot 1706	138	25
Lot G01	69	19
Lot G10	135	20
Lot G02	60	19
Lot G03	61	19
Lot G04	60	19
Lot G05	60	19
Lot G06	61	19
Lot G07	61	19



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/06/2022 08:57:45 AM

OWNERS CORPORATION 1
PLAN NO. PS729581M

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G08	85	24
Lot G09	122	20
Total	19551.00	5240.00

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

853538

APPLICANT'S NAME & ADDRESS

AMANI KATEEPEARACHCHI C/- LANDATA
MELBOURNE

VENDOR

DORATIYAWA, UPALI

PURCHASER

SMITH, JOHN MATHEW

REFERENCE

22197

This certificate is issued for:

LOT 410 PLAN PS729581 ALSO KNOWN AS 410/803 DANDENONG ROAD MALVERN EAST
STONNINGTON CITY

The land is covered by the:

STONNINGTON PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C296ston has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - C296ston

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/stonnington>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

27 June 2022

Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



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As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

27 June 2022

Reference Number:

64958062-
023-1

Certificate Reference Number:

BD1821/22

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV) (BIC)
Locked Bag 20005
MELBOURNE VIC 3001

Re: 410/803 Dandenong Road MALVERN EAST VIC 3145
Property Information under Building Regulations

I refer to your request for information under regulation 51 of the *Building Regulations 2018*.

Council advises as follows:

The building or land is:

- a) **NOT in an area liable to flooding** within the meaning of regulation 153;
- b) not in an area designated under regulation 150 as an area in which buildings are likely to be subject to attack by termites;
- c) not in an area for which a bushfire attack level has been specified in the planning scheme (within the meaning of regulation 156(4));
- d) not in an area determined under regulation 152 to be likely to be subject to significant snowfalls;
- e) not in an area of designated land or works within the meaning of regulation 154.

Yours sincerely,



George Petridis
Municipal Building Surveyor

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No **729581**

Address **The Vanguard, 781-807 Dandenong Road, MALVERN EAST VIC 3145**

This certificate is issued for Lot **410** on Plan of Subdivision No **729581**

Postal address is

**46 Brookwater Parade
LYNDHURST VIC 3975**

Applicant for the certificate is **Info Track**

Address for delivery of certificate **Level 5 North Tower 459 Collins Street Melbourne Vic 3000**

Date that the application was received **1 July 2022**

IMPORTANT:

The information in this certificate is issued on **2 July 2022**.

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

- (a) The current quarterly fees for the lot are **\$524.25** payable quarterly.
- (b) The date up to which the fees for the lot have been paid is **31 Aug 2022**.
- (c) The total of any unpaid fees or charges for the lot is:

Administrative Fund

Amount prepaid	\$7.02
Interest owing	\$0.00
Total amount in credit	\$7.02

Maintenance Fund

Amount prepaid	\$0.16
Interest owing	\$0.00
Total amount in credit	\$0.16

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

None

- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: **NIL**

- (f) The owners corporation has the following insurance cover:

Policy No.	02GS027487	Chubb Insurance Co Ltd		
Type	Strata	Broker: Whitbread		
		Head Office, Level 5/90 Collins Street, MELBOURNE		
		VIC 3000		
Premium:	\$77,034.30	Paid on: 27/10/2021	Policy start date: 31/10/2021	Next due: 31/10/2022
Cover		Sum insured	Excess	
Building		\$102,444,300.00	\$1,000.00	
Loss of Rent		\$15,214,500.00	\$1,000.00	

Common Area Contents	\$1,014,300.00	\$1,000.00
Catastrophe	\$15,366,645.00	\$1,000.00
Lot Owners Fixtures (per Lot)	\$250,000.00	\$1,000.00
Public Liability	\$30,000,000.00	\$1,000.00
Office Bearers Liability	\$5,000,000.00	\$1,000.00
General	Floating floors excl	\$0.00

The type of Policy is: Replacement

The Buildings covered by the Policy are situated at: **The Vanguard, 781-807 Dandenong Road, MALVERN EAST VIC 3145**

- (g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO
- (h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.
- (i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: NIL
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: **Various access licences, signage licences and agreements were executed at the First Meeting of the Owners Corporation. Copies of these licences and agreements are available for inspection at the office of the Manager.**
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

There are no notices or orders as at 2 July 2022.

- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details: NIL
- (n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Ownerscorp Commercial
Suite 31
34 Queens Rd
Melbourne VIC 3004
Telephone: 03 9820 0055

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

No administrator is appointed.

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

- A copy of the latest financial statements
- A copy of the minute of the last annual general meeting of the owners corporation
- A copy of the consolidated rules registered at Land Victoria
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled

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

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 2 July 2022

This owners corporation certificate was prepared by:

.....(signature)

Aaron Harvey
Ownerscorp Commercial
Suite 31
34 Queens Rd
Melbourne VIC 3004
admin@ownerscorpcommercial.com.au

Balance Sheet

As at 30/06/2022

OC No 729581

The Vanguard, 781-807 Dandenong Road, MALVERN
EAST VIC 3145

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	150,549.82
Owners Equity--Admin	164,872.15
	315,421.97
Maintenance Fund	
Operating Surplus/Deficit- Maintenance	11,535.00
Owners Equity- Maintenance	80,865.00
	92,400.00
Net owners' funds	\$407,821.97
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	46,981.91
Receivable--Levies--Admin	301,869.15
Receivable--Owners--Admin	330.00
	349,181.06
Maintenance Fund	
Cash at Bank- Maintenance	90,105.51
Receivable--Levies- Maintenance	3,326.75
	93,432.26
Unallocated Money	
Cash at Bank--Unallocated	7,106.00
	7,106.00
Total assets	449,719.32
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	26,030.34
Prepaid Levies--Admin	7,728.75
	33,759.09
Maintenance Fund	
Creditor--GST- Maintenance	854.00
Prepaid Levies- Maintenance	178.26
	1,032.26
Unallocated Money	
Prepaid Levies--Unallocated	7,106.00
	7,106.00
Total liabilities	41,897.35
Net assets	\$407,821.97

Income & Expenditure Statement for the financial year-to-date 01/12/2021 to 30/06/2022

OC No 729581

The Vanguard, 781-807 Dandenong Road, MALVERN
EAST VIC 3145

Administrative Fund

Current period

01/12/2021-30/06/2022

Revenue

Interest on Arrears--Admin	3,399.98
Interest--Bank	11.06
Key/Swipe Purchases	227.27
Levies Due--Admin	813,635.46
Miscellaneous Income--Admin	3,842.74
Total revenue	821,116.51

Less expenses:

Admin--Accounting	175.00
Admin--Auditors--Audit Services	2,450.00
Admin--Management Fees--Standard	35,000.00
Maint Bldg--Essential Services	25,017.36
Maint Bldg--Foxtel	1,272.74
Maint Bldg--General Repairs	49,581.87
Maint Bldg--Lift--Service Contract & Expenses	22,439.24
Maint Bldg--Maintenance Contracts	13,106.38
Maint Bldg--Recreation Facilities	85,477.49
Maint Bldg--Security	36,854.54
Maint Bldg--Telephone	1,400.00
Maint Grounds--Landscaping	2,369.36
Staff--Contract Building Manager	230,738.69
Staff--Contract Concierge	59,715.25
Utility--Electricity	41,864.11
Utility--Waste Management	47,695.75
Utility--Water & Sewerage	15,408.91

Total expenses 670,566.69

Surplus/Deficit 150,549.82

Opening balance 164,872.15

Closing balance \$315,421.97

Maintenance Fund**Current period**

01/12/2021-30/06/2022

Revenue

Interest on Arrears--Maintenance	32.60
Levies Due-- Maintenance	11,502.40
<i>Total revenue</i>	<u>11,535.00</u>

Less expenses

<i>Total expenses</i>	<u>0.00</u>
-----------------------	-------------

Surplus/Deficit11,535.00

Opening balance	80,865.00
-----------------	-----------

Closing balance\$92,400.00

Minutes of Annual General Meeting 2020-21

Owners Corporation No. 729581

Date: 18th December 2021

Time: 9:00 am

Venue: ZOOM Conferencing

Year-ending: 30th November 2021

Meeting Commenced: 9:08 am

Agenda Items:

1) Chairman's introduction, apologies, proxies, quorum, entitlement to vote

- Members endorsed Chris Boothroyd to Chair the meeting. Following was confirmed;

Present	Andrew Magee (lot 404), Kelvin Lee & Sandy Wong (lot 1602), Eric Yuen (lot 1303), Emily Etheridge & Victoria Chen (Sebel Vanguard), Ping Chow (lot 1701), Glenda Strong (lot 119), Paul McNamee (lot 514), Ruby Brown (lot 1015), Li Xie (lot 212), Shen Fu (lot 1609), Gideon Van Dyk (lot 118), Jo Jenson (lot G08), Emily Lai (lot 513), Stephen Lucas (lot 1705)
Apologies	Shaye Hageman (lot 416) Charles (Building Manager)
Proxies	Liming Zhu (lot 205 & 306), Jinlong Liu (lot 421) in favour of Emily Etheridge Yan Wang (lot 317 & 1603), Yongli Xiao (lot 508 & 1703) in favour of Victoria Chen
OCM	Chris Boothroyd & Aaron Harvey were present representing Ownerscorp Commercial
Quorum	No Quorum. In accordance with Section 78 of the Act, all Resolutions of the Meeting will be deemed Interim Resolutions but will become decisions of the Owner's Corporation if not challenged within 29 days by way of a petition signed by 25% of the owners calling for a further Meeting to be convened.
Vote	All lots represented excluding lots 205, 306 & 1609 were deemed to have an entitlement to vote
Minutes	Aaron Harvey was duly elected to report the minutes of meeting

2) Minutes of previous Annual General Meeting

- Members present endorsed Minutes of the last AGM held 16.12.2020 as a true and accurate reflect of what was discussion and resolved.

3) Business arising from Minutes of the last Annual General Meeting

- Nothing to report.

4) Report of the Committee, including Grievance Committee report

- Nothing to report that isn't otherwise captured within the Managers report.

5) Report of the Manager, including use of the Common Seal:

- Aaron Harvey, representing Ownerscorp Commercial, detailed to Members present;
 - o We have executed our duties, as Manager, and as required under the Owner's Corporation Act
 - o Undertaken a thorough review of the financials and consulted with the Committee regarding proposed budgets for 2021-22
 - o Furthermore, we have overseen essential service regimes, preventative maintenance schedules
 - o We have maintained current and valid insurance policies
 - o Use of the Common Seal for preparing OC Certificates
 - o Charged penalty interest in line with the Penalty Interest Rates Act as per s29 of the Owners Corporation Act
 - o Provided all relevant financial statements to an independent Auditor in line with s35 of the Owners Corporation Act
 - o Communicated to residents (via the app) re Fire Alarms being triggered and arranged rectification of any defects pertaining to these events
 - o Facilitated upgrades to CCTV systems and intercom panels, as resolved at the last AGM
 - o Arranged installation of an updated irrigation system and rain tank equipment
 - o Despatched levy statements and effected collection activity where required
 - o Responded in an efficient manner to Owner, Managing Agent and/or tenant enquiries.
 - o Ownerscorp Commercial appreciates the support of Building Management and their involvement with:
 - Meeting contractors to administer critical repairs including carpark lighting, chute blockages, security & intercom issues, spa and sauna maintenance, water ingress/leaking issue throughout the complex, etc.
 - Assisting with parcel & food deliveries, in particular during COVID lockdowns, and supporting police with security breaches
 - Special mention to the key role they played with reconfiguration of all locks throughout the building.
 - o Ownerscorp Commercial also appreciates the support and availability of the OC Committee and in particular the Chairman for making himself available regularly throughout the year.
 - o Ownerscorp Commercial will continue to act as your Manager and diligently attend to our responsibilities working alongside Building Management and the appointed Committee
 - o Members present endorsed the Manager's Report.

6) Consideration of financial matters:

- OCM reported a surplus of \$15 within the Administrative Fund taking overall members Equity to \$164,872, noting the following;
 - Insurance premium has increased due to impacts felt by the industry caused from floods, fires, cladding and COVID-19 however also due to claims against the Owners Corporation Policy
 - Essential Services Budget was exceeded due to;
 - Five quarterly Alexon invoices processed instead of four,
 - \$15,652 relating to Repairs including the following;
 - Diesel pump block heater - \$2,800
 - Jacking Pump - \$9,315
 - Fire Rescue Victoria callout - \$2,102
 - Fire pump monitor valve - \$1,435
 - General repairs exceeded its \$10,000 Budget due to the following;
 - Bin chute - \$6,378
 - Spa - \$4,511
 - Maintenance Contracts exceeded its \$26,900 Budget due to \$4,925 rainwater pump repairs
 - Security upgrade works of \$15,702 were also not budgeted for however resolved at the last AGM.
 - OCM also confirmed \$30,865 was transferred from the Administrative Fund to the Sinking Fund as resolved at the last AGM taking Members Equity within the Sinking Fund to \$80,865
 - OCM confirmed a great result for the Owners Corporation during the year was the contribution made by WINConnect in applying the cost of hot water against the individual apartments and crediting the Owners Corporation accordingly. Total credits received in the Financial Year were circa \$52,000.
- OCM Proposed to maintain overall Levies from the Administrative Fund for the 2021/2022 Financial Year albeit increase Service Income resulting from expected negotiations for installation of telecommunications equipment on the roof as were flagged at last year's AGM. Meeting agreed to support the following inputs into the 2021/2022 Administrative Budget;
 - \$4,000 for Consultants to review the telecommunications proposal to ensure the best outcome for the Owners Corporation
 - Increase Insurance Budget by \$10,000
 - Accommodate \$2,200 for installation of fencing at the end of the complex on John St
 - Increase Electricity budget by \$15,000
 - Increase Waste Budget by \$6,800
 - Reduce Water Budget by \$30,000
- Members resolved to support recommendation to maintain Administrative Budget Levies at 2020/2021 levels which will result in an expected deficit of \$18,735.

- OCM presented to the Meeting the Maintenance Plan and associated Sinking Fund requirements which noted;
 - o Requirement for \$401,493 in the Sinking Fund as at 30th November 2022
 - o By increasing Sinking Fund Budget and associated levies by \$75,000 to \$100,000, coupled with expected Members Equity of \$146,138 (inclusive of the projected \$18,725 deficit in the 2021/2022 Financial Year) within the Administrative Fund, Sinking Fund is expected to be \$74,490 short of its required levels.
- Ruby Brown sought clarity on the use of a sinking fund. OCM advised its intended for replacement of capital items (eg lifts) and not general maintenance.
- Members supported OCM recommendation to increase Sinking Fund Budget and associated Levels by \$75,000 to \$100,000.
- Members endorsed financials presented.
- OCM confirmed next Insurance Valuation is not due until Dec 2023 as per s65 of the Act
- OCM confirmed applicable financial records have been submitted for auditing in line with Section 35 of the Owners Corporation Act
- OCM confirmed Insurance renewed with Chubb Insurance Co Ltd to 31.10.22;
 - o Building and Common Property \$102,444,300
 - o Loss of Rent \$15,214,500
 - o Public Liability \$30,000,000
 - o Office Bearers Liability \$5,000,000
 - o Excess \$1,000
- Members endorsed Insurance excesses to be paid by lot owner pertaining to any claim supported by the appointed Committee
- Members endorsed charging of penalty interest on overdue fees & other amounts as per Section 29 of the Owners Corporation Act albeit allow the Manager discretion to waive in instances of financial hardship.

7) Election of Committee:

- The following lots/persons were duly elected Committee representatives;
 - o Lot G08: David (and Joanne) Jenson
 - o Lot 118: Gideon & Lellete Van Dyk
 - o Lot 119: Glenda Strong
 - o Lot 319: Lucy Wang (if suitable Proxy provided by Lot Owner)
 - o Lot 1602: Kelvin Lee & Sandy Wong
 - o Lot 1015: Ruby Brown
 - o Lot 1705: Stephen Lucas
 - o Lot 404: Andrew Magee
- Members resolved to allow for 8 OC Committee members.
- Committee resolved to reappoint Gideon Van Dyk as Chairman and Chris Boothroyd, representing Ownerscorp Commercial as Secretary.

8) Appointment of Manager and delegation of powers under the Owners Corporations Act

- Ownerscorp Commercial's existing Contract of Appointment remain in place until 30th November 2023.

9) Any Special Resolutions or Motions of which seven days (7) days-notice has been given

- LAAN Communication Proposal:
 - o Members endorsed the Committee's decision to only consider installation of telecommunications infrastructure on the roof of the main tower of the complex.
 - o Members resolved to seek legal advice on what can be done to influence the outcome inclusive of maximising the service income for the OC. Stephen and Kelvin to document their concerns for consideration.
- Members resolved to destroy OC Common Seal in line with changes to the OC Act effective 1st December 2021.

10) General Business:

- ABD Group Liquidation/Defect Management
 - o As the builder will no longer support defect management the OCM has engaged their sub-contractors for rectification. However, sub-contractors are not willing to fix issues as they're owed money from the builder/going through the liquidation process.
 - o OCM has been advised the OC Insurance Policy excludes claims for builder defects as a result of going into liquidation (standard industry exclusion)
 - o OCM recommended seeking legal advice on how to claim for builder defects against the liquidator/builder's insurance. Members present endorsed the OCM's recommendation to proceed immediately, even without a quorum, given the seriousness of the situation.
 - o OC will need to fund critical repairs in the meantime (eg. water ingress, electrical, safety, etc.) and consider what avenues if any are available to it to seek reimbursement later.
 - o OCM advised an SGM may need to be called regarding the approach/liability of defect rectification once legal advice has been provided.
- Visitor Bay Parking
 - o OCM re-confirmed visitor bays are for short term use by visitors only, cars will be towed if found the be abusing this service. Sebel Management advised overnight Sebel guests leverage visitor bay, members endorsed this.
 - o OCM to send an app update regarding appropriate use of visitor bays.
- Parcel Deliveries
 - o OCM re-confirmed residents are to collect their deliveries from reception in a timely fashion, especially during the festive season.
 - o OCM to send an app update to this effect.
- Noise Complaints
 - o OCM advised members of the following:
 - OC Rules section 7.2a refers to the Environmental Protection (Residential Noise) Regulations 2008
 - Residents must record evidence of noise complaints with video recording, timestamp, and location pins to help prove the incident
 - Contact Police to report offenders/party's after-hours
 - Contact reception desk if the offender is a Sebel Guest as Sebel have the power to evict guests, where required.

- Garden Management
 - o OCM confirmed the irrigation system is now working. Members agreed to defer re-planting of shrubs/plants to the Committee for consideration
 - o OCM re-confirmed breach notices can be issued to lot owners with private courtyards that are not maintained correctly. OCM seeks the support of building management and residents to report offenders.
- Side Gate – Common property & lot G08:
 - o Whilst built to drawing specifications, there is a gap between the common property gate and lot G08's courtyard gate. This allows for anyone to enter a restricted area behind the complex. Members present endorsed OCM's recommendation to install a gate to cover the gap – costing \$2,420
- Spa Tiles:
 - o Further to previous correspondence with the Committee the spa has been closed for repairs to loose/cracked tiles. Building management have obtained pricing to replace all the tiles (like for like) with a 15yr warranty. Contractors are unable to complete these works until Feb/Mar 2022. Members endorse occupants signing a consent form to use the spa indemnifying the OC against damages until such time as tiles are replaced. OC reserves its right to close the spa if the situation becomes unmanageable/too dangerous.
- Chute Clean/Smell Management:
 - o OCM advised of the new chute & bin room cleaning schedule (bin room 4x annually, chute 1x annually). In addition, a contractor will install a tri-oxygen and fragrance system in the bin rooms to neutralize smell/odours. Free trial for 4-6 weeks will occur during December 2021.
 - o If tri-oxygen/ fragrance system is favourable, ongoing cost is \$5,160 pa ex GST
 - o Building Management and Committee to provide feedback by mid-Jan 2022 should they wish to continue with these services.
- Formal complaint:
 - o A resident has lodged a complaint and request for OC compensation due to their bike being stolen from the carpark bike storage area. Members present did not endorse the request as residents are responsible for any/all personal belongings in the carpark. OCM further reiterated that the OC insurance policy doesn't cover personal items.
- Installation Shade on level 4:
 - o Members endorse the idea of installing a sunshade solution on level 4 but agree it would be expensive. Members present agree to defer this initiative until the builders defect situation has been resolved.
- Electric charging for cars
 - o Members endorsed OCM to arrange a specialist contractor to assess the building for suitable options regarding electric car charging stations for individual lot use.
 - o Sebel Management believe there may be an option for installation under the Hotel arm without cost to the OC. Emily to investigate and revert.
- Members present and the OCM thanked Emily for her involvement in the meeting and the support of the Sebel management team throughout the year.

Meeting Closed: 10:53 am

SCHEDULE D
RULES – VANGUARD APARTMENTS
OWNERS CORPORATION NO 1 PS 729581M

1 Definitions

1.1 In these rules:

- (a) **"Building"** means all buildings and improvements within the Plan of Subdivision.
- (b) **"Caretaker"** has the meaning given in rule 13
- (c) **"Manager"** means the Manager for the time being appointed by the Owners Corporation under Part 6 of the OC Act.
- (d) **"Plan of Subdivision"** means plan of subdivision PS 729581M.
- (e) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (f) **"Owners Corporation"** means Owners Corporation No. 1 PS 729581M and includes, where the context permits, the Manager.
- (g) **"OC Act"** means the *Owners Corporation Act 2006* (Vic).
- (h) **"OC Regulations"** means the *Owners Corporation Regulations 2007* (Vic).

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority; and
- (d) a reference to a thing includes part of that thing.

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

2 Health, safety and security

2.1 Health, safety and security of lot owners, occupiers of lots and invitees

A lot owner or occupier of a lot must not do anything, which may prejudice the security or safety of the common property, including without limitation:

- (a) leave open or permit to remain open any outside door providing access to the Building; and
- (b) prop open or allow to remain propped open any doors providing access to the Building.

2.2 A lot owner or occupier of a lot must not allow persons to follow them through the security doors to the Building or into the pool and garden areas (if applicable).

2.3 A lot owner or occupier of a lot must take particular care to ensure unauthorised vehicles do not enter the car park; lot owners or occupiers must not proceed to their designated car space until the door is fully closed and they check that no vehicle has followed them

2.4 The Owners Corporation may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:

- (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by lot owners or occupiers of any part of the common property;
- (b) permit to the exclusion of lot owners and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of a Security Key the access of lot owners or occupiers;
- (d) restrict by means of a Security Key the access of the lot owners or occupiers of one level of the lots to any other level of the lots; and
- (e) cancel any Security Key issued where a lot owner is in arrears in payment of Owners Corporation levies in excess of two quarters.

2.5 If the Owners Corporation restricts the access of the lot owners and occupiers under rule 2.4, the Owners Corporation may make the number of Security Keys as it determines available to lot owners free of charge. The Owners Corporation may charge a reasonable fee for any additional Security Key required by a lot owner.

2.6 A lot owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the lot owner or the Owners Corporation.

2.7 A lot owner or occupier of a lot in possession of a Security Key must not without the Owners Corporation's written consent duplicate the Security Key or permit it to be

duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another lot owner or occupier and is not to dispose of otherwise than by returning it to the lot owner or the Owners Corporation.

- 2.8 A lot owner or occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed. The lot owner or occupier will be responsible for reimbursing the Owners Corporation any necessary cost of maintaining security including the cost of changing locks and providing new security devices for all lots.

- 2.9 Attached to these rules is a copy of the Statement of Environmental Audit ("SEA"). Each lot owner and occupier of a lot:

- (a) must not do anything which breaches a condition of the SEA including restricting access to a lot or part of a lot;
- (b) must ensure that a copy of the SEA is provided to all future owners and occupiers of lots, prior to sale or occupation of individual lots.

2.10 Safety of children

A lot owner or occupier of a lot must ensure all children are supervised by an adult in all recreational areas.

2.11 Storage of flammable liquids and other dangerous substances

- (a) A lot owner or occupier of a lot must not:
 - (i) except with the written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
 - (ii) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

2.12 Waste Disposal

- (a) A lot owner or occupier of a lot must not:
 - (i) deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose if applicable;
 - (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substances whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the lot owner or occupier concerned;
 - (iii) dispose of any explosive or dangerous goods; or
 - (iv) dispose of any hard waste in any part of the common property including the bin area.

- (b) A lot owner or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation, (if applicable);
 - (ii) recyclable items, (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation (if applicable);
 - (iii) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property (if applicable); and
 - (iv) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area (if applicable).
- (c) The owner or occupier of a commercial lot must:
 - (i) manage, store and dispose of garbage and trade waste generated in the course of business by the owner or occupier within the commercial lot at their own cost and expense; and
 - (ii) not use any receptacle or area designed or specifically provided by the Owners Corporation for storage or disposal of garbage by the Apartment Lots without the consent of the Owners Corporation notwithstanding any financial contribution being made by the owner or occupier of a commercial lot..

2.13 False Alarm

A lot owner or occupier must pay any charges by any fire authority associated with the activation of a smoke detector in the lot owner or occupier's lot or in the common property or from a false alarm otherwise occasioned by the lot owner or occupier or any other person for whom the lot owner or occupier could be held responsible.

3 Management and Administration

3.1 Management and administration of common property and services

- (a) A lot owner or occupier of a lot must promptly notify the Owners Corporation or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.
- (b) A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the lot owner or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.
- (c) Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

3.2 Metering of Services and apportioning of costs of services

- (a) The Owners Corporation may share among the members in the Owners Corporation the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning to the whole of the Building or any common property.
- (b) Where any lot is not separately metered in relation to any service including gas, electricity and/or water, then the lot owner shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the lot liability of that lot by the total lot liability of all lots serviced jointly and by no other reference.

4 Use of Common Property

4.1 Use of Common Property

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

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

4.2 A lot owner or occupier of a lot:

- (a) must not keep any animal upon a lot or the common property after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards;
- (c) must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times;
- (d) must ensure that no animals are allowed in the gardens, swimming pool, spa, tennis court or gymnasium (if applicable).

4.3 A lot owner or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface any structure that forms part of the common property without the approval in writing from the Owners Corporation, but this rule does not prevent a lot owner or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.4 A lot owner or occupier of a lot:

- (a) must not move any article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present; and
 - (b) may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation, the Manager or the Manager's representative.
- 4.5 Without limiting the generality of the foregoing rules, a lot owner or occupier of the lot may only move items through the garage lift lobby (if applicable) or other area specifically designated by the Owners Corporation.
- 4.6 A lot owner or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 4.7 The lot owner 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 lot owner or occupier or their respective tenants, licensees or invitees.
- 4.8 **Use of Equipment, Services and Amenities on Common Property**
 - (a) A lot owner or occupier of a lot must:
 - (i) not use or interfere with any fire safety equipment except in the case of all emergency and must not obstruct any fire stairs or fire escape;
 - (ii) ensure compliance with fire laws in respect of the lot.
 - (b) A lot owner or occupier of a lot must not, without the written authority of the Owners Corporation or the Manager, interfere with the operation of any equipment installed on the common property
- 4.9 A lot owner or occupier must ensure that any Building security video surveillance system, located in common areas, is not tampered or interfered with at any time.
- 4.10 **Vehicles and parking on common property**
 - (a) A lot owner or occupier of a lot must not:
 - (i) park or leave a vehicle on common property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Owners Corporation;
 - (ii) park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailer or motor cycles.
 - (iii) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their lot and must reimburse the Owners Corporation

for the cost of cleaning and removing any oil stains to the garage or other part of the common property.

- (iv) permit bicycling, roller blading, skate boarding, roller skating, ball games or children to play in the car parking areas, driveways or access pathways or any part of the common property;
 - (v) interfere with the operation, function or control of the electronic automatic doors or gates;
 - (vi) wash any vehicle in any area or car parking space or on the common property whatsoever; or
 - (vii) exceed 5km speed limit in the car parking areas.
- (b) Lot owners or occupiers must not park either temporarily or permanently in visitor's spaces (if any). Tow away rules may apply and will be enforced.
- (c) Commercial lot owners or occupiers must not allow their guests to park in car spaces designated for guests of residential lot owners or occupiers and vice versa (where applicable).

4.11 A lot owner or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated (if any) by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks; and
- (b) store bicycles or other articles on balconies or exteriors of the lots or on any common property or otherwise permit any bicycle to be brought into a lot or the foyer, stairwells, lifts (if any), hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or the Manager from time to time.

4.12 A lot owner or occupier of a lot:

- (a) must not breach nor permit the regulations as stipulated from time to time by the Owners Corporation to be breached in respect of the use of the recreational and surrounding designated areas.
- (b) must ensure that all of their visitors are accompanied by a resident in all recreational areas.
- (c) accepts that utilization of all recreational facilities is at their own risk.

4.13 Drying laundry on common property or external or visible areas of Lots

A lot owner or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot.

4.14 Public Access and Use of Common Property

- (a) A lot owner or occupier of a lot acknowledges that the Owners Corporation may make rules, decisions, directions and undertake actions concerning the use of

the common property for access by members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property.

(b) The Owners Corporation is responsible for the arrangements and for the ongoing management and maintenance of the common property used by the members of the public (with or without bicycles and vehicles) to and from any lot affected by the common property including, without limitation:

- (i) appoint a manager to prepare, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
- (ii) appoint an organising committee to organise, manage and administer the ongoing management and maintenance of the common property used by the members of the public;
- (iii) obtain such approvals and permits required to hold for the ongoing management and maintenance of the common property used by the members of the public;
- (iv) to ensure that access stairs and ramps leading from outside of the common property to the common property are available for use for the ongoing management and maintenance of the common property used by the members of the public;
- (v) to pay charges, fees, and costs for any approval, permit or services provided due to the cost of having resources and monitoring conditions in connection with the ongoing management and maintenance of the common property used by the members of the public;
- (vi) to close off or restrict any part of the common property not required for access by the public; and
- (vii) permit, to the exclusion of a lot owner or occupier of a lot, any designated part of the common property to be used by the members of the public.

(c) A lot owner or occupier of a lot must:

- (i) abide by any decisions, directions and actions taken by the Owners Corporation in connection with for the ongoing management and maintenance of the common property used by the members of the public;
- (ii) not do anything or permit anything to be done which will interfere with actions taken by the Owners Corporation in connection with the ongoing management and maintenance of the common property used by the members of the public;
- (iii) not object to works (including without limitation, repair maintenance and redevelopment) being undertaken by the Owners Corporation in connection the ongoing management and maintenance of the common property used by the members of the public, provided the Owners Corporation uses reasonable endeavours to minimise disruption and use to the use and enjoyment of the lot owner or occupier's lot; and
- (iv) not bring any action or make any claim or objection against any party in relation to noise, construction, development, activity or performance in

connection with the ongoing management and maintenance of the common property used by the members of the public.

5 Lots

5.1 Change of use of lots

A lot owner or occupier of a lot must not:

- (a) use the lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other lot owner or occupier of a lot or their respective invitees;
- (b) use the lot or any part of it or part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the Owners Corporation and affixed to the Building in the area designated for such signage by the Owners Corporation from time to time;
- (c) allow or permit more than one sign approved under sub-rule 5.1(b) to be affixed to the lot at any given time and any such sign may be affixed for a period of no longer than 30 days unless otherwise agreed by the Owners Corporation;
- (d) a lot owner or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Owners Corporation.
- (e) allow the placement of goods outside storage cages and/or on car parking lots; or
- (f) allow their lot to be used for a purpose which may be illegal or injurious to the reputation of the Building including a massage parlour, brothel or similar purpose or in a manner which may constitute a nuisance or hazard to any other lot owner or occupier.

5.2 A lot owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

5.3 A lot owner or occupier of a lot must at the lot owner's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

5.4 External appearance of lots

A lot owner or occupier of a lot must not:

- (a) paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot without the consent first obtained from the Owners Corporation;
- (b) construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the lot without the prior

written consent of the Owners Corporation. (The Owners Corporation shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Building or if it interferes with the views or use and enjoyment of another lot);

- (c) install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (i.e. being fire retardant) and of a colour approved by the Owners Corporation;
- (d) allow any balcony, terrace or garden area which forms part of any lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other members and occupiers occurs;
- (e) install any curtains, blinds or other window furnishings to the exterior of the Building, whether inside their lot or external to their lot unless they are a dark grey / charcoal colour and in materials approved by the Owners Corporation;
- (f) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that said permission complies with the standards established by the Owners Corporation and governing authorities.

6 Design

6.1 Design, construction and landscaping

A lot owner or occupier of a lot must:

- (a) keep the lot clean and in good repair;
- (b) keep all internal gardens and balconies clean, tidy and well maintained;
- (c) ensure their car parking space(s) are free of oil etc. The Owners Corporation reserves its right to clean any area and charge the owner for the cost incurred;
- (d) not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation;
- (e) not breach fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation's insurance policy;
- (f) not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

7 Behaviour of persons

7.1 Behaviour of owners, occupier and invitees on common property

- (a) A lot owner or occupier of a lot when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to

cause offence or embarrassment to the lot owner or occupier of another lot or to any person lawfully using common property.

- (b) A lot owner or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the Owners Corporation or the Manager may designate from time to time.
- (c) A lot owner or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.
- (d) A lot owner or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the common property. i.e. gardens, pool, spa, tennis court, gymnasium (if applicable).
- (e) A lot owner or occupier of a lot must not permit the disposal of cigarette butts or cigarette ash over balconies.
- (f) A lot owner or occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (g) A lot owner or occupier of a lot must take all reasonable steps to ensure the invitees of the lot owner or occupier comply with these rules. If an invitee of a lot owner or occupier causes damage to the common property, the lot owner or occupier responsible for the invitee will be liable for to the Owners Corporation for any cost of making good the damage caused.

7.2 Noise and other nuisance control

A lot owner or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the lot owner or occupier of another lot or of any person lawfully using common property or which otherwise fails to comply with the Environmental Protection (Residential Noise) Regulations 2008 (and/or any subsequent amendments or successor to these Regulations);
- (b) obstruct the lawful use of common property by any person;
- (c) use washing machines, vacuum cleaners, tumble dryers and dishwashers between the hours of 10 p.m and 8 a.m; or
- (d) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours . specified by the Environmental Protection (Residential Noise) Regulations 2008 (and/or any subsequent amendments or successor to these Regulations)

7.3 Positive obligations of lot owners or occupiers

A lot owner or occupier shall do or cause to be done the following:-

- (a) pay any increased insurance premium for any policy effected by the Owners Corporation occasioned by his/her particular use of the lot;

- (b) repair and maintain the lot in a state of good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment servicing the lot exclusively for the supply of electricity, water, hot water, gas heating and cooling installation, security systems or other services to the lot, all wires within the lot or on the common property used in connection with wireless or television reception which service exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the service lot and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling installation, security system and any other equipment or apparatus now on or which may hereafter be installed on the common property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the common property which serve exclusively the lot and pay for the renewal repair or reinstatement thereof;
- (c) report to the Owners Corporation or building caretaker or manage any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of lots in the Building or of the common property;
- (d) when leasing his/her lot (where such leasing is permitted) make it a condition of the lease or tenancy that the lessee or tenant shall comply with these rules and the Owners Corporation Regulations 2007 or such other replacement Regulations that are in force from time to time;
- (e) only use the common facilities in such hours as the Owners Corporation may set for their use from time to time; and
- (f) each member shall ensure that, in the event of the replacement or repair of any glass which forms part of the exterior of the Building (whether inside the boundary of a lot or otherwise), the replacement glass or repair shall comply with the specification of the glass which is replaced or repaired.

8 Use of Lifts

A lot owner or occupier of a lot must not:

- (a) use any lift for any other purpose other than to gain access to his or her lot as directed by the Owners Corporation and not unless the use is in accordance with any operating instructions of the lift supplier or rules made by the Owners Corporation with respect to use of lifts;
- (b) without the consent of the Owners Corporation use the lifts for delivery or removal of goods except between 9 a.m and 5 p.m on business days or at any time without using lift covers.

9 Relocations, deliveries & tradesman (other than the Vendor)

A lot owner or occupier must not:

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

THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of common property or of property belonging to the owner or occupier of any other lot;

- (b) damage, obstruct or interfere with the lift stairways, corridors or any other common property when moving any items in or out of any lot;
- (c) arrange for trades persons (except in emergencies) or any nature or kind to perform works to be carried out except during normal working hours, 8.00a.m to 6.00p.m on week days and there shall be no works done by trades people on weekends or public holidays without supervision by the owner or occupier of the lot and is done so at the sole responsibility of the owner or occupier so arranging.

10 Levies

Subject to re-affirmation at each Annual General Meeting, all lot owners are to pay the Owners Corporation fees or levies on the due date as specified by the Owners Corporation Manager. Any unpaid fees or levies will attract an interest charge set by the Penalty Interest Rates Act 1963 (Vic).

11 Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, a Manager, an occupier of a lot or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) 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.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the OC Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the OC Act.

12 Special Rules applicable to Vendor

12.1 Completion of Development

- (a) Notwithstanding anything to the contrary contained in these rules, so long as Bensons Property Group Pty Ltd ACN 063 470 833 ("Vendor") is a proprietor or occupier and is an owner of a lot and so long as any mortgagee or chargee of the Vendor has an interest in any lot then all the preceding rules shall not in any way whatsoever apply to or be enforceable against the Vendor or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the building and facilities comprising all lots and common property in the Plan of Subdivision ("the Development").
- (b) The Vendor, its mortgagees or chargees shall be and are by this rule, authorised by each and every proprietor or occupier of a lot within the Plan of Subdivision to:
 - (i) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (ii) take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession or in order to carry out any works or activities in relation to the Development;
 - (iii) exclude all and any proprietors or occupiers from any parts of the common property as may be necessary in order to carry out any works in relation to the Development;
 - (iv) erect for sale promotional advertising or other signs as the Vendor may require on any part of the common property;
 - (v) grant rights to use or access through or over the common property to third parties on such terms and conditions as the Vendor or its mortgagee or chargee thinks fit; and
 - (vi) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.

- 12.2 The Owners Corporation shall, within 7 days of being requested by the Vendor or its mortgagee or chargee, sign whatever consents authorities permits licences leases or other such documents in favor of the Vendor as the Vendor may direct on terms set out by the Vendor and as may be required by the Vendor.

12.3 Rooftop and Signage Leases

- (a) The Owners Corporation will:
 - (i) within 7 days of a request from the Vendor, grant a rooftop lease:
 - (A) to the Vendor or such other entity as may be nominated by the Vendor;

- (B) in respect of all or any part of the common property comprising a rooftop of the Building for a term of 99 years at an annual rental of \$1 per annum payable on demand;
 - (C) which shall allow the tenant to use the rooftop for any legal purpose and shall otherwise be on such terms and conditions as are acceptable to the Vendor (or its nominee) in its absolute discretion.
 - (ii) do all things and sign all documents necessary to enable the Owners Corporation to execute the lease, and will not object in any way to the lease.
- (b) The Owners Corporation will:
 - (i) within 7 days of a request from the Vendor, grant a signage lease:
 - (A) to the Vendor or such other entity as may be nominated by the Vendor;
 - (B) in respect of all or any part of the common property within the Plan of Subdivision requested by the Vendor or its nominee, for a term of 99 years at an annual rental of \$1 per annum payable on demand; and
 - (C) which shall otherwise be on such terms and conditions as are acceptable to the Vendor (or its nominee) in its absolute discretion.
 - (ii) do all things and sign all documents necessary to enable the Owners Corporation to execute the lease, and will not object in any way to the lease.
- (c) In respect of the premises to be leased to the Vendor (or its nominee) pursuant to sub-rules 12.3(a) and (b) ("Leases") the Owners Corporation will do all things and sign all necessary documents so as to allow the Vendor (or its nominee, employees, contractors or any other person authorised by the Vendor or its nominee):
 - (i) quiet enjoyment of the premises; and
 - (ii) access to the common property in the Plan of Subdivision necessary to enable the Vendor or its nominee to connect services to the premises including but not limited to water and electricity

13 Caretaking and Letting Agent

13.1 Power to Appoint

In accordance with the OC Act, the Owners Corporation has the power to:

- (a) appoint and enter into an agreement with a caretaker to provide caretaking, security, cleaning and operational services for the Building ("Caretaker");

- (b) appoint a letting agent to provide letting, property management and sales services to lot owners and occupiers of the Building ("Letting Agent").

13.2 Caretaker's Duties

The Caretaker's duties may include:

- (a) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
- (b) supervising Owners Corporation employees and contractors;
- (c) providing security services to the Owners Corporation;
- (d) providing cleaning and gardening services to the Owners Corporation;
- (e) anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

13.3 Role of Letting Agent

The role and duties of the Letting Agent may include the provision of a letting, property management and sales service to owners and occupiers of lots in the Building.

13.4 Fees

The Owners Corporation will pay fees for the performance of the caretaking duties in rule 13.2, however no payment shall be made by the Owners Corporation for the provision of letting, property management and sales services provided by a Letting Agent under rule 13.3.

13.5 No interference with Caretaker or Letting Agent

An owner or occupier of a lot must not:

- (a) interfere with or obstruct a Caretaker or Letting Agent from performing its respective roles and duties under the agreements referred to in rule 13.1; or
- (b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker; or
- (c) interfere with or obstruct a Letting Agent from using any part of the common property designated by the Owners Corporation for use by the Letting Agent.

13.6 Restriction on competition with Caretaker or Letting Agent

The owners and occupiers of every lot except any lot owned or licensed by the Caretaker or the Letting Agent must not on any lot or the common property, except with the written consent of the Caretaker and the Letting Agent, conduct or participate in the conduct of:

- (a) the business of a Letting Agent; or
- (b) the business of a pooled rent agency; or
- (c) the business of on site caretaker; or

- (d) any other business activity that is identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rules 13.2 and 13.3 and/or any agreement entered into pursuant to rule 13.1.

13.7 No restriction on short stay accommodation

Nothing contained in these rules restricts a lot owner from:

- (a) entering into an agreement with the Letting Agent; or
- (b) otherwise using or permitting their lot to be used as a serviced apartment, hotel or other forms of short stay accommodation.

14 Compliance with Rules by others

14.1 Invitees

A member, lot owner or occupier must take reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the member, lot owner or occupier must immediately make sure that the invitees leave their Lot and/or the Common Property.

14.2 Tenants and licensees

A member or lot owner of a lot subject to a lease or licence must take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the Lot and their invitees comply with these Rules.

14.3 Rules to be provided

A member, lot owner or occupier must provide a copy of these Rules to any tenant or licensee and make any permitted lease or licence conditional on the tenant or licensee complying with these Rules and the Model Rules of an Owners Corporation

15 Owners Corporation may recover costs

15.1 Owners Corporation may fix a member's breach

If a member, lot owner or occupier breaches these Rules the Owners Corporation may, at the member's, lot owner's or occupier's cost, do anything the member, lot owner or occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

15.2 Owners Corporation may recover costs on demand

The member, lot owner or occupier must pay on demand by the Owners Corporation:

- (a) all costs incurred by the Owners Corporation because of any breach of these Rules by the member, lot owner or occupier, including legal costs (on a solicitor-own client basis) and recorder of any Owners Corporation fee;

- (b) compensation in respect of any damage to the Common Property or personal property vested in the Owners Corporation case by the member, lot owner, occupier, licensee or invitee;
- (c) any increased premium occasioned by the member, lot owner or occupier use of the Lot.

15.3 Owners Corporation Administration

- (a) A member, lot owner or occupier must pay on demand interest to the Owners Corporation on any amount payable by the member, lot owner or occupier under these Rules or the OC Regulations, which remains unpaid for 28 days from the due date for payment, calculated on daily balances from the due date for payment until the amount is paid. The rate to be applied to each daily balance is the rate set down from time to time in the Penalty Interest Rate Act 1980 (Vic). Interest charged on outstanding levies or fees shall be calculated on the total rate of the levy or fee and calculated on the number of days of default.
- (b) Meeting of the Owners Corporation will be held in accordance with the OC Regulations.

16 Consent of the Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member, lot owner or occupier of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17 Complaints and applications

Any complaint or application to the Owners Corporation under these Rules must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

18 Owners Corporation Additional Rules

The Owners Corporation may from time to time make Rules and each member, lot owner or occupier must comply with those Rules. These Rules are to be read in conjunction with the Model Rules for an Owners Corporation.

19 Commercial Area

- 19.1 Without limiting any other rule, the member or occupier of any ground level lot that is used as a restaurant, cafe or for other commercial purposes ("commercial lot") must:
 - (a) take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and bring the bins in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;

- (b) avoid unnecessary noise when filling bins and ensure contractors pick up after 8:00am on Monday to Saturday and after 9:00am on Sundays;
- (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (d) ensure all cardboard and paper waste is cut up or folded and neatly placed in recycling area;
- (e) store all bins, bottles, cardboard/paper and any other refuse within the relevant lot (but not any car park forming part of that lot) and must not store bins, bottles, cardboard/paper or any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;
- (f) ensure that any perishable rubbish is refrigerated and hidden from view;
- (g) wash bins only within the lot, excluding car spaces;
- (h) comply with all health, noise and other regulations in carrying on the business from the lot;
- (i) ensure that any mechanical fluing is charcoal filtered or equivalent and subject to a regular maintenance & servicing contract;
- (j) restrict deliveries to occur only between 7.00am and 6:00pm daily;
- (k) make all reasonable attempts to address / treat any odours that emanate from the lot;
- (l) ensure that fat and/or cooking oil is placed in sealed containers and removed from the premises by a contractor registered for this purpose;
- (m) ensure that any grease trap is fully maintained according to manufacturer's specifications and is regularly cleaned and emptied by a contractor registered for this purpose;
- (n) ensure that all wall and floor linings and treatments are acoustically treated;
- (o) ensure that the operation of the tenancy does not impact on the amenity of the residents above the tenancy;
- (p) ensure that suspended ceilings are installed in the tenancy from one of the following ceiling material options:
 - (i) plasterboard; and/or
 - (ii) mineral fibre tiles.
- (q) ensure that any alternative ceiling proposals are supported by a report from a suitably qualified acoustic consultant
- (r) not operate, (nor allow access to the lot for cleaning) outside the hours of 7:00am to 12:00am Monday to Thursday; 7:00am to 1:00am Friday and Saturday; 9:00am to 12:00am Sunday;
- (s) comply with these rules.

- 19.2 Nothing herein shall prevent or prohibit the owner or occupier of any commercial lot from carrying on its reasonable business operations and to apply for, and obtain, any Planning Permit, Liquor Licence, or any other Legislative consent or permit which the owner or occupier of any commercial lot may apply for, provided that all times the owner or occupier of any such commercial lot:
- (a) operates lawfully;
 - (b) obtains each and every permit, Liquor Licence or other consent required; and
 - (c) operates within the terms of any such Liquor Licence, permit or consent.
- 19.3 The member or occupier of any commercial lot will be responsible for:
- (i) all costs associated with the cleaning, repair and maintenance of any areas licensed to them (if applicable);
 - (ii) ensuring that these licensed areas are kept in a pristine condition at all times.
- 19.4 The member or occupier of any commercial lot will be liable for any damage caused to common areas through reckless behaviour and actions that are a result of not complying with any of these rules by the member's or occupier's staff or agents.
- 19.5 Upon the Owners Corporation giving written notice of repairs to common property that are to be performed by the member or occupier, the member or occupier will have 7 days to undertake necessary repairs.
- 19.6 If the member or occupier fails to coordinate the repairs within the period specified in a notice given under rule 19.5:
- (a) the Owners Corporation may take such action (including engaging contractors) as may be required to undertake the necessary repairs;
 - (b) the member or occupier will be liable to pay the costs incurred by the Owners Corporation in taking such action upon presentation of an invoice.
- 19.7 No item is to be stored or left in the common property. Items left in common property without first obtaining the Owners Corporation's consent will be disposed of without notice to the member or occupier

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

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

Residential rental agreement

no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

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

1 Date of agreement

This is the date the agreement is signed.

26 / 12 / 2021

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

2 Premises let by the rental provider

Address of premises

410/803 Dandenong Road, Malvern East VIC 3145

3 Rental provider details

Full name(s) or

UPALI DORATIYAWA

Company name

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

Address

Phone number

Email address

Rental provider's agent's details (if applicable)

Full name

PROSELL PROPERTY GROUP PTY LTD

Address

LEVEL 1, 3/2 FIVEWAYS BOULEVARDE, KEYSBOROUGH, VIC 3173

Phone number

03 8726 0514

ACN (if applicable)

618 416 247

Email address

info@prosellproperty.com.au

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

4 Renter details

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

Full name of renter 1	ORVIL ANDRADE
Current address	73 ALBERT AVE, CHATSWOOD, NSW 2067
Phone number	0402846204
Email address	orvil1991@gmail.com
Full name of renter 2	
Current address	
Phone number	
Email address	

Note: If there are more than four renters, include details on an extra page.

5 Length of the agreement

<input checked="" type="checkbox"/> Fixed term agreement	Start date	26 / 12 / 2021	(this is the date the agreement starts and you may move in)
	End date	25 / 12 / 2022	12 Months
<input type="checkbox"/> Periodic agreement (monthly)	Start date		

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

Rent amount (\$) (payable in advance)	\$1,564.00
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid	24th of each month (e.g. each Thursday or the 11 th of each month)
Date first rent payment due	26 / 12 / 2021

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$)	\$1,564.00
Date bond payment due	26 / 12 / 2021

Part B – Standard terms

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☒ other electronic form of payment, including Centrepay

EFT

Payment details (if applicable)

Direct Bank transfer:

Account Name: **ProSell Property Group Pty Ltd**

BSB : **063-595** A/C : **1085 9983**. Ref: **803MALVERNE**

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

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

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

(Rental provider to tick as appropriate)

☒ Yes - insert email address, mobile phone number or other electronic contact details

indika@prosellproperty.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes - insert email address, mobile phone number or other electronic contact details

orvil1991@gmail.com

☐ No

Renter 2 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Renter 3 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Renter 4 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

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

Emergency contact name

Emergency phone number

Emergency email address

11 Professional cleaning

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

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

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

12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ No ☒ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

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

(Rental provider to tick as appropriate)

☒ The condition report has been provided

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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17 Swimming pool barrier safety activities

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

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

18 Relocatable swimming pool safety activities

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

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

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

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

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

Use of the premises

The renter:

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

Condition of the premises

The rental provider:

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

The renter:

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

Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

Locks

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

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

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

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

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

Rent

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

Access and entry

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

Pets

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

Part E – Additional terms

21 Further details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

21.1 All repair requests must be informed in writing to - thilini@prosellproperty.com.au or indika@prosellproperty.com.au

21.2 CARE AND MAINTENANCE OF THE PREMISES

The RENTER agrees:

To place all household rubbish including cartons and papers in the bins) provided by the local authority and put the bin out for collection on the designated day. The RENTER is required to promptly return the bin to its allotted place after it has been emptied. The RENTER must store all garbage and waste in proper containers with close fitting lids. Garbage and/or waste containers must be kept in the designated area (as nominated by either the RENTAL PROVIDER or the AGENT.) The RENTER must ensure garbage and waste is frequently removed as per the municipality's garbage and waste removal timetables.

Not to use any sink, basin, toilet or drain in or connected to the Premises for other than their intended use that may damage or block the plumbing drainage or sewage servicing the premises.

The RENTER agrees to ensure no non-dis-solvable/flush-able items are to be put down the toilet other than toilet paper, (this includes any form of nappy wipe regardless if it states it is flush-able).

To replace, at the RENTERS cost, blown or damaged light bulbs or fluorescent tubes and ensure they are all in working condition at the end of the tenancy. Where such damage was caused by the RENTAL PROVIDER or its Managing Agent, it shall be the RENTAL PROVIDERS responsibility to replace them.

The RENTAL PROVIDER acknowledges the RENTER'S right to change the locks at the Premises providing a duplicate key is given to the RENTAL PROVIDER or the Managing Agent. The RENTER acknowledges that whilst all due care and attention has been taken, the RENTAL PROVIDER cannot guarantee that all keys to the Premises were previously returned. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The RENTER may change the code of an alarm at the premises. If the code is changed, the RENTER must advise the RENTAL PROVIDER or the agent of the changed code as soon as possible, The RENTER acknowledges the RENTAL PROVIDER or their AGENT shall be under no obligation to provide access to the RENTER in the event that he/she or they are locked out of the rented premises. In the event of a lock out the RENTER shall take responsibility for the cost of a locksmith to gain access to the rented premises.

No parking is permitted on the front lawn of the premises. The RENTER shall take care that no oil or petrol drips on the floor of the car space. If oil or petrol should stain the floor the tenant hereby agrees to remove all such stains forthwith.

The RENTER agrees that in the event they report a fault or maintenance issue for an appliance or utility at the property and the result is the tenant did not follow instructions, identify/report a user error or simple operational checks they shall bear the cost of the call out fee not the RENTAL PROVIDER.

Not to hang washing, or other articles anywhere but in the areas provided or designated for this purpose.

To ensure any split system filters, AC/heating filters and similar are cleaned and maintained to ensure operation. If non operation occurs and the fault is deemed due to unclean filters then the RENTER shall bear the cost of any call out and repair costs.

The renter agrees that the upkeep of the front and/or back yards or patio are responsibility of the renter. The renter must ensure that lawns are mowed, trimmed and tidy at all times. Garden beds are to be neat, tidy and free of weeds at all times. The renter must ensure that lawns and garden beds are regularly watered in compliance with any water restrictions currently in force.

21.3 ENDING OF TENANCY

If the RENTER wishes to vacate the premises at the expiration of this Agreement the RENTER shall give the AGENT written notice of the RENTERS intention to vacate the premises 28 days prior to the expiration of this Agreement.

After the expiration of the fixed term, the tenancy rolls into a periodic agreement. In which the RENTER is still required to give a minimum written notice of 28 days to the AGENT.

The RENTER agrees to be fully responsible for the removal of all goods from the premises and deliver vacant possession to the condition which existed at the commencement of the tenancy.

In the event of a termination of the tenancy agreement by the RENTER prior to the expiry of the tenancy agreement, the RENTER acknowledges they are responsible to pay the following costs to the RENTAL PROVIDER:

- A re-letting fee incurred by the RENTAL PROVIDER will be charged including the associated GST
- The advertising costs incurred by the RENTAL PROVIDER, including associated GST charges

In the event of a termination of the tenancy agreement by the RENTER prior to the expiry of the tenancy agreement:

- The Premises must be available for 5 business days prior to a new tenancy commencing
- The RENTER agrees to professionally Steam clean the carpets by a professional cleaning company upon vacating
- The RENTER is to provide the RENTAL PROVIDER with a receipt for the Professional cleaning work completed,
- The RENTER agrees to return all keys to the Managing Agent's office on the day of vacating the Premises.
- The RENTER agrees that they are required to continue paying rent until the day keys are returned.
- The RENTER is hereby responsible for the replacement of any lost keys, remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act, 1997, the RENTER shall not refuse to pay rent on the grounds that the RENTER intends to use the BOND or any part of the BOND as rent paid in respect to the premises. The RENTER acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty of \$1000.00.

21.4 GARDEN

The RENTER will keep the garden (if any) of the premises including the grass, trees, bushes, plants and garden beds in a clean and tidy condition, including free from weeds

If the garden is watered by a watering system and/or by tank water, the RENTER will ensure the system and/or tanks remain in the same condition as at the start of the tenancy (fair wear and tear excluded).

21.5 SMOKING

The RENTER confirms that no person's residing in the premises or their visitors are to smoke inside the house

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

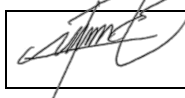
22 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

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

Rental provider

Signature of
rental provider 1




Indika Sathkumara

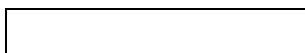
Date

26/12/2021

Signature of
rental provider 2



Date



Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1



Date

24/12/2021

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefonda Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodioca i tumača (Translating and Interpreting Service – TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka питања (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic በአንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለሺክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 July 2022 12:56 PM

PROPERTY DETAILS

Address: **410/803 DANDENONG ROAD MALVERN EAST 3145**
Lot and Plan Number: **Lot 410 PS729581**
Standard Parcel Identifier (SPI): **410\PS729581**
Local Government Area (Council): **STONNINGTON**
Council Property Number: **81167**
Directory Reference: **Melway 59 E12**

www.stonnington.vic.gov.au

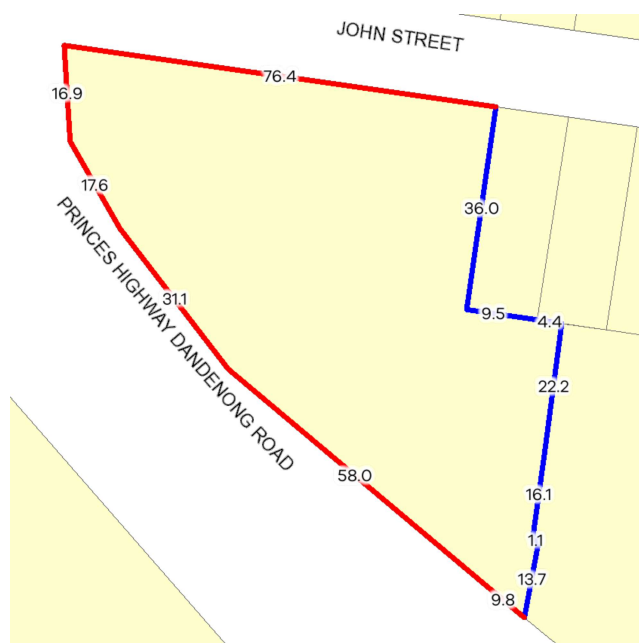
Note: There are 327 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

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>

SITE DIMENSIONS

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



Area: 4582 sq. m

Perimeter: 316 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.

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **MALVERN**

PLANNING INFORMATION

Planning Zone: [COMMERCIAL 1 ZONE \(C1Z\)](#)
[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)

PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning scheme data last updated on 29 June 2022.

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

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

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

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

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

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

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

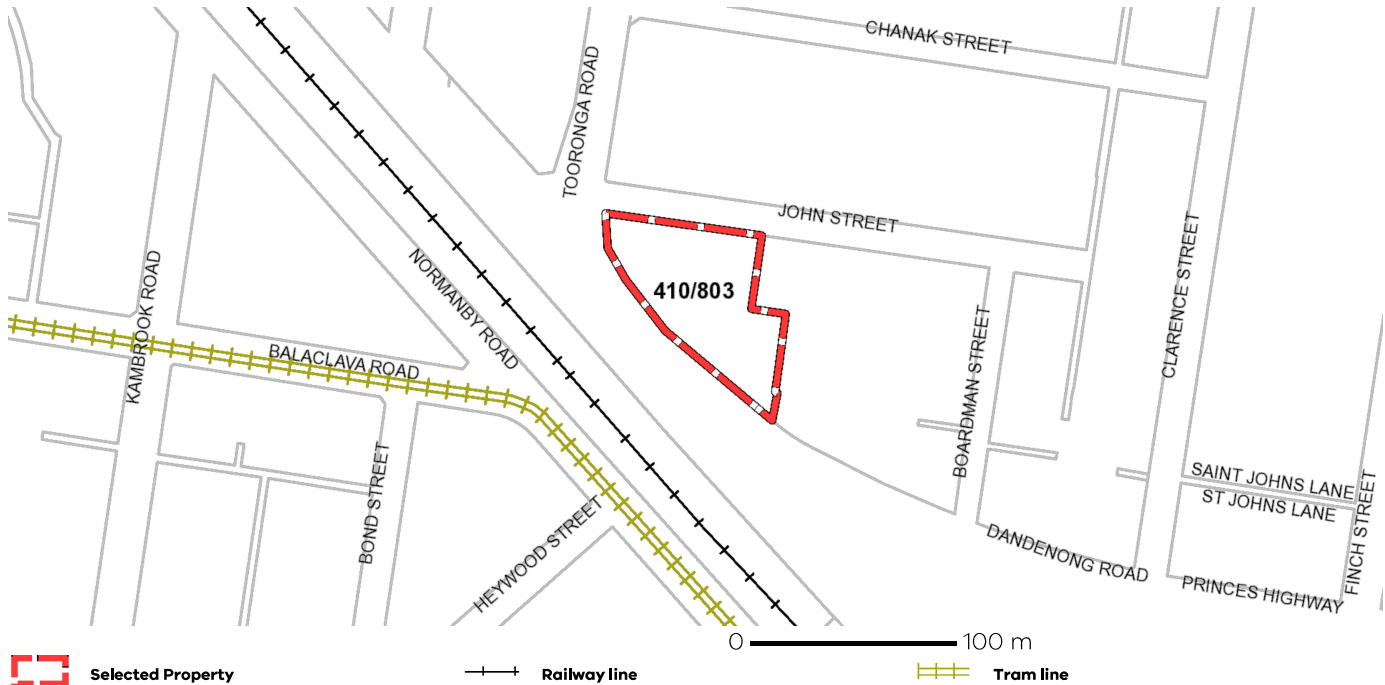
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 July 2022 12:56 PM

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Council Property Number: **81167**
Planning Scheme: **Stonnington**
Directory Reference: **Melway 59 E12**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

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Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **MALVERN**

OTHER

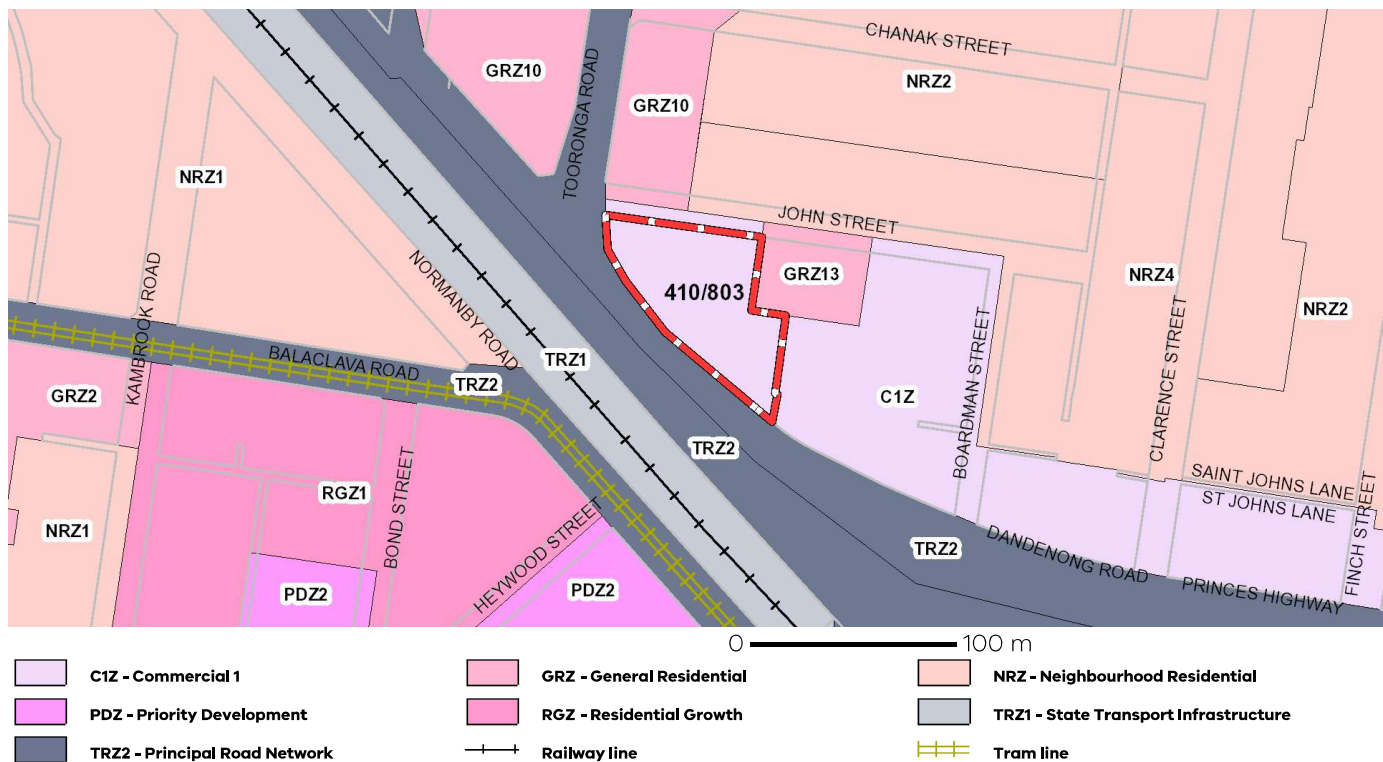
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\) \(STONNINGTON\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\) \(STONNINGTON\)](#)

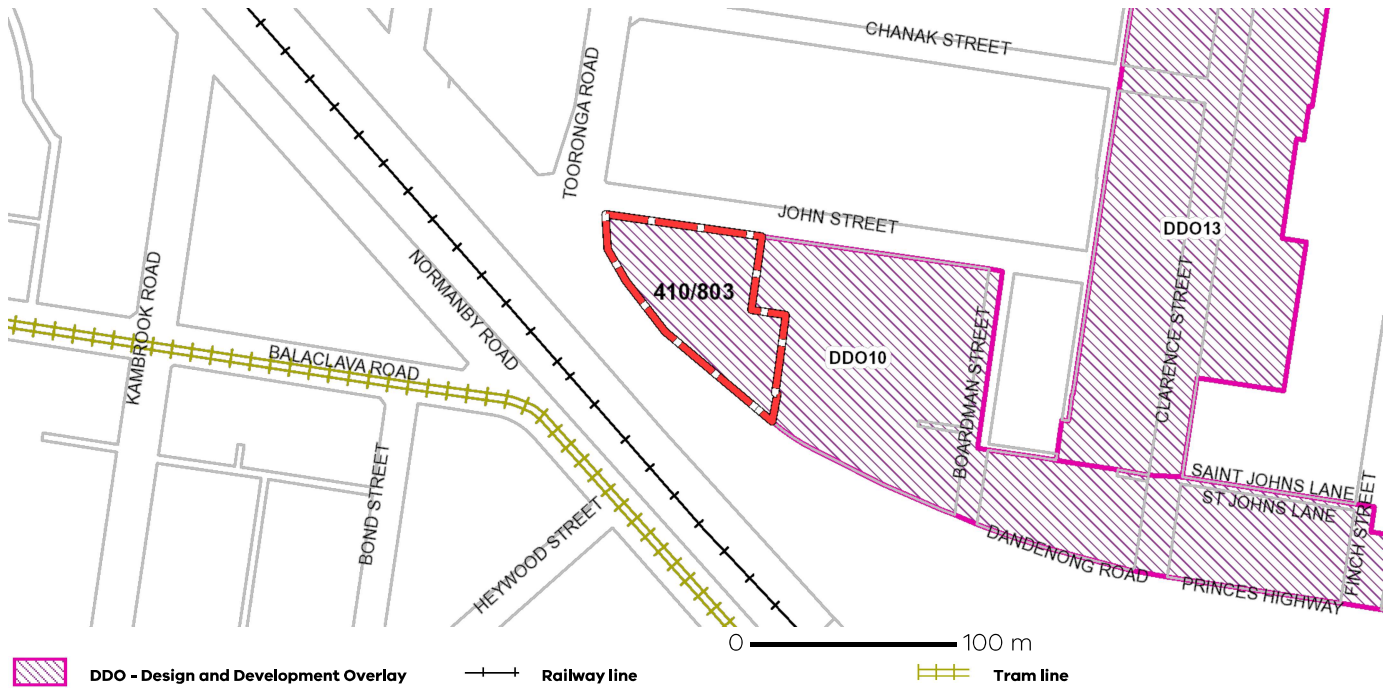


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\) \(STONNINGTON\)](#)

[DESIGN AND DEVELOPMENT OVERLAY – SCHEDULE 10 \(DDO10\) \(STONNINGTON\)](#)



PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\) \(GLEN EIRA\)](#)

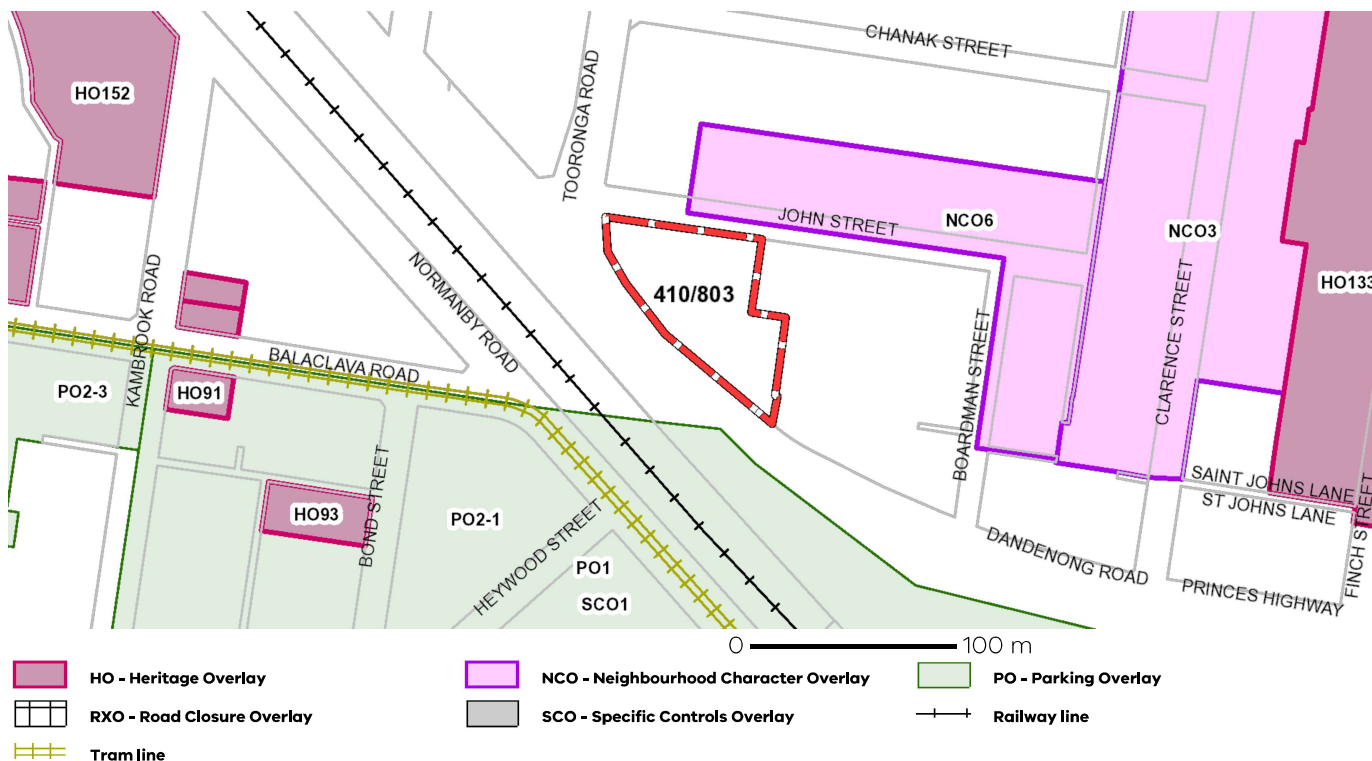
[HERITAGE OVERLAY \(HO\) \(STONNINGTON\)](#)

[NEIGHBOURHOOD CHARACTER OVERLAY \(NCO\) \(STONNINGTON\)](#)

[PARKING OVERLAY \(PO\) \(GLEN EIRA\)](#)

[ROAD CLOSURE OVERLAY \(RXO\) \(GLEN EIRA\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(GLEN EIRA\)](#)



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 29 June 2022.

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>

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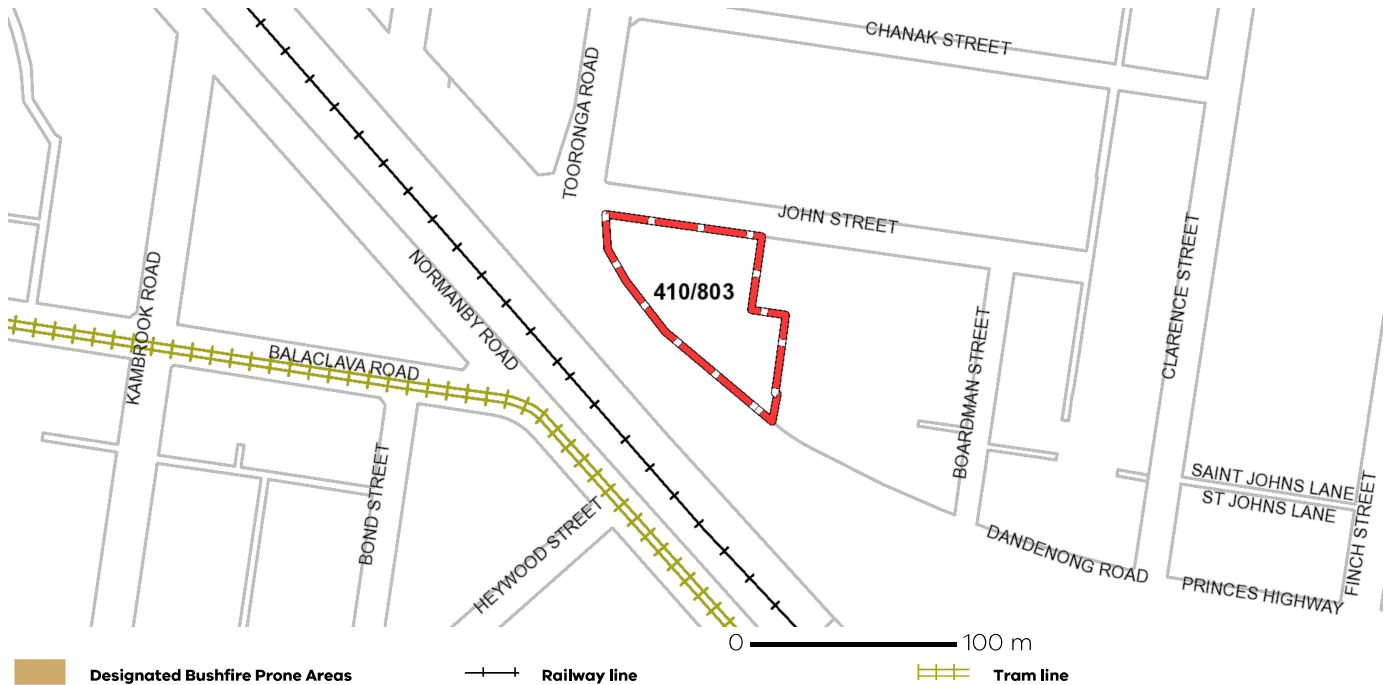
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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 \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://environment.vic.gov.au)