

DATED

2025

ANNA MARIA CACCIA

to

CONTRACT OF SALE OF LAND

Property: UNIT 112, 80 Cheltenham Road, Dandenong Vic 3175

CINDY CONVEYANCING PTY LTD

Licensed Conveyancer
22 Wisteria Place
Springvale South Vic 3172

Tel: 0423 037 626

Fax:

Ref: HH:25/3963

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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2025

Print name(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/...../2025

Print name(s) of person(s) signing: ANNA MARIA CACCIA

State nature of authority, if applicable:

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

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 have 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.

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

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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.

Particulars of sale

Vendor's estate agent

Harcourts - Asap Group _ Dandenong

Email: jason.choong@harcourts.com.au

Tel: Mob: 0410 598 981 Fax: Ref:

Vendor

ANNA MARIA CACCIA

Vendor's legal practitioner or conveyancer

Cindy Conveyancing Pty Ltd

22 Wisteria Place, Springvale South VIC 3172

Email: info@cindyconveyancing.com.au

Tel: 0423 037 626 Mob: Fax: Ref: HH:25/3963

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11553 & 11550	Folio	039 & 604	112 & B53	645691V

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 112, 80 Cheltenham Road, Dandenong Vic 3175**

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

Fittings and fixtures of a permanent nature as inspected.

Payment

Price	\$		
Deposit	\$	by	(of which \$ has been paid)
Balance	\$	payable at settlement	

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

- ☒ **as attached.**
- OR
- ☐ a residential tenancy for a fixed term ending on
- 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

Special Conditions

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

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

1. **LAND and DWELLING**

1.1. The description of land in the particulars is believed and will be taken to be correct. No error in the description will annul the Sale, nor will compensation be payable for it.

1.2. **Alterations & Additions to the Building**

The purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressed provided, acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor makes no representations or warranties as to their fitness for purpose or whether they are in working order. The vendor is under no liability or obligation to the purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to comply with any requirements of any Authorities.

Any goods sold with the property are as inspected and the purchaser hereby agrees not to seek to terminate rescind or make any requisition or claim any compensation for any deficiency or defect in the said improvements or alternations or additions as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements or alterations or additions herein.

2. **PURCHASER ENQUIRIES**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- 2.1. In its present condition and state of repair;
- 2.2. Subject to all defects latent and patent;
- 2.3. Subject to any infestations and dilapidation;
- 2.4. Subject to all existing, water, sewerage, drainage and plumbing services and connections in respect of the property;
- 2.5. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 2.6. The Purchaser has made their own enquiries as to the current state of repair and general condition of any solar panels and associated equipment that may be included with the sale, and will not hold the Vendor liable to reinstate any solar panels or associated equipment that may or may not be working as at day of sale or upon Settlement of the matter. This special condition does not merge upon completion.

3. **PURCHASER MAY NOT RESCIND**

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by Special Condition 2, which does not merge upon completion.

4. **ENCUMBRANCES**

The purchaser buys the property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the property by or with the authority of any Government Body including under the Planning Permit, as a result of any Section 173 Agreement or under any application planning scheme or any other scheme

5. **DELAY IN SETTLEMENT**

Should the purchaser fail to complete settlement on the settlement date, the vendor hereby notifies the purchaser that, in addition to the penalty interest chargeable pursuant to General Condition 33, the vendor may suffer the following losses and expenses which the purchaser is required to reimburse:

- 5.1 Where the Vendor is a purchaser of another property, which settlement is dependent upon settlement of the property taking place on the settlement date: Penalties, cost and expenses payable by the Vendor.

6. **SOLAR PANELS**

The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
(a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier

with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;

(b) The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

7. SWIMMING POOL or SPA

If a swimming pool and/or spa is constructed on the property, as defined in the Building Regulations 1994 or any rules prescribed by regulation which modify or replace those rules ("the Building Regulations"), and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the Building Regulations, the Vendor will not be obliged to comply with those regulations either prior to or after settlement date and Purchaser acknowledges and agrees that it shall be the Purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Building Regulations and to the satisfaction of the responsible authority within the time prescribed in the Building Regulations. The Purchaser must not seek to terminate, rescind or make any objection, requisition or claim for compensation or delay settlement as a result of any noncompliance.

8. SERVICES

The Purchaser must pay the connection fee for any service not connected to the Property at Settlement. The Purchaser must pay the reconnection fee (if any) for any service disconnected prior to Settlement.

9. ADJUSTMENTS

General Condition 23 is amended by the inclusion of the following clause:

23.3 The Purchaser must provide copies of all current certificates and other information used to calculate the adjustments under General Condition 23, including but not limited to the Land Tax Clearance Certificate, Land information Certificate, Water Statement, Owners Corporation Certificate and any other relevant certificates, if requested by the Vendor's conveyancer.

10. LAND TAX

Land tax and windfall gains tax will not be adjusted in accordance with 10G and 10H of Par 6 – Amendment of Sale of Land Act 1962.

11. ADDITIONAL LAND TAX DUE TO PURCHASER DEFAULT

11.1 Acknowledgment of Liability

The Purchaser acknowledges and agrees that:

11.1.1 if the Purchaser is in breach of this Contract by failing to complete settlement on the due date; and

11.1.2 if, as a result of that breach, settlement occurs on a date after 31 December in the year in which settlement was originally due ("Settlement Year");

then the Purchaser's default will cause the Property to remain in the Vendor's ownership beyond that date, resulting in an increase in the Vendor's land tax assessment for the following calendar year.

11.2 Reasonably Foreseeable Loss

The Purchaser further acknowledges that any additional land tax assessed against the Vendor in the following year, as a consequence of the Purchaser's default, constitutes a reasonably foreseeable loss within the meaning of General Condition 32 of this Contract.

11.3 Compensation Payable

The Purchaser must pay to the Vendor, at settlement, an amount equal to the actual additional land tax incurred by the Vendor as a result of the Purchaser's default, upon production of reasonable evidence of assessment or calculation by the Vendor.

11.4 No Double Adjustment

For the avoidance of doubt, this Special Condition does not require any adjustment of land tax at settlement where such adjustment would be prohibited by law.

GST Residential Withholding Notice to Purchaser

Property address

The address of the land is: **UNIT 112, 80 Cheltenham Road, Dandenong Vic 3175**

This property is either an existing residential premises or commercial premises and therefore, the purchaser is not required to withhold GST.

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 purchase’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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 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. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic 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 purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. 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. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic 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.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 premise 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 the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's 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.
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Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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GUARANTEE and INDEMNITY

I/We,..... of

and of

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

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

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

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

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said

)

Print Name.....

)

in the presence of:

)

Director (Sign)

Witness.....

)

SIGNED SEALED AND DELIVERED by the said

)

Print Name.....

)

in the presence of:

)

Director (Sign)

Witness.....

)

BLANK

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

UNIT 112, 80 Cheltenham Road, Dandenong Vic 3175

Vendor's name

ANNA MARIA CACCIA

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

As attached

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. Strata Unit / Flat (125)
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Are in the attached copies of Title documents (if any)

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

Are contained in the attached certificates and/or statement (if any)

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are in the attached copies of Title documents (if any)

4.2. Agricultural Chemicals

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

None to the Vendor (s) knowledge.

4.3. Compulsory Acquisition

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

None to the Vendor (s) knowledge.

5 BUILDING PERMITS

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

None to the Vendor (s) knowledge

6 OWNERS CORPORATION

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

As attached

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

--

Due diligence checklist

What you need to know before buying a residential property

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

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.

(04/10/2016)

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

Page 1 of 2

VOLUME 11553 FOLIO 039

Security no : 124129085446L
Produced 17/10/2025 10:43 AM

LAND DESCRIPTION

Lot 112 on Plan of Subdivision 645691V.
PARENT TITLE Volume 11551 Folio 190
Created by instrument PS645691V Stage 3 18/02/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANNA MARIA CACCIA of UNIT 112 80 CHELTENHAM ROAD DANDENONG VIC 3175
AV663649N 25/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV663650E 25/05/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT AK900311G 14/02/2014

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AK908740N 18/02/2014

DIAGRAM LOCATION

SEE PS645691V 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 112 80 CHELTENHAM ROAD DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 25/05/2022

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS645691V
OWNERS CORPORATION 2 PLAN NO. PS645691V
OWNERS CORPORATION 3 PLAN NO. PS645691V

DOCUMENT END

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

Page 1 of 2

VOLUME 11550 FOLIO 604

Security no : 124129576628S
Produced 03/11/2025 04:27 PM

LAND DESCRIPTION

Lot B53 on Plan of Subdivision 645691V.
PARENT TITLE Volume 11200 Folio 323
Created by instrument PS645691V 06/02/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANNA MARIA CACCIA of UNIT 112 80 CHELTENHAM ROAD DANDENONG VIC 3175
AV663649N 25/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV663650E 25/05/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT AK900311G 14/02/2014

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AK908740N 18/02/2014

DIAGRAM LOCATION

SEE PS645691V 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: HORNSBY STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 25/05/2022

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS645691V
OWNERS CORPORATION 3 PLAN NO. PS645691V

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 17/10/2025 10:43:32 AM

OWNERS CORPORATION 1
PLAN NO. PS645691V

The land in PS645691V is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1 - 25, 31 - 33, 41 - 43, 101 - 144, 201 - 252, 301 - 352, 401 - 434, 501 - 507, 601 - 607, 701 - 707, 801 - 807, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100, B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116, B117, B118, B119, B120, B121, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, G20, G21, G22, G23, G24, G25, G26, G27, G28, G29, G30, G31, G32, G33, G34, G35, G36, G37, G38, G39, G40, G41, G42, G43, G44, G45, G46, G47, G48, G49, G50, G51, G52, G53, G54, G55, G56, G57, G58, G59, G60, G61, G62, G63, P1, P2, P3, P4, P5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS227943Y 06/06/2019

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. AL598142X 06/02/2015

Additional Owners Corporation Information:

OC024757E 06/02/2015

Notations:

Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	3	3
Lot 2	3	3
Lot 3	3	3
Lot 4	3	3
Lot 5	3	3
Lot 6	3	3
Lot 7	3	3
Lot 8	3	3
Lot 9	3	3
Lot 10	3	3
Lot 11	3	3
Lot 12	3	3
Lot 13	3	3
Lot 14	3	3
Lot 15	3	3
Lot 16	3	3
Lot 17	5	5
Lot 18	5	5
Lot 19	4	4
Lot 20	4	4
Lot 21	5	5
Lot 22	3	3
Lot 23	3	3
Lot 24	3	3
Lot 25	5	5



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 31	4	4
Lot 32	3	3
Lot 33	4	4
Lot 41	6	6
Lot 42	11	11
Lot 43	10	10
Lot 101	3	3
Lot 102	5	5
Lot 103	5	5
Lot 104	5	5
Lot 105	3	3
Lot 106	3	3
Lot 107	5	5
Lot 108	5	5
Lot 109	3	3
Lot 110	3	3
Lot 111	5	5
Lot 112	3	3
Lot 113	3	3
Lot 114	3	3
Lot 115	4	4
Lot 116	4	4
Lot 117	5	5
Lot 118	3	3
Lot 119	3	3
Lot 120	5	5
Lot 121	3	3
Lot 122	5	5
Lot 123	3	3



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 124	5	5
Lot 125	5	5
Lot 126	3	3
Lot 127	4	4
Lot 128	4	4
Lot 129	4	4
Lot 130	4	4
Lot 131	3	3
Lot 132	5	5
Lot 133	3	3
Lot 134	3	3
Lot 135	5	5
Lot 136	5	5
Lot 137	5	5
Lot 138	5	5
Lot 139	5	5
Lot 140	5	5
Lot 141	5	5
Lot 142	5	5
Lot 143	5	5
Lot 144	5	5
Lot 201	3	3
Lot 202	5	5
Lot 203	5	5
Lot 204	5	5
Lot 205	3	3
Lot 206	3	3
Lot 207	5	5
Lot 208	5	5



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 209	3	3
Lot 210	3	3
Lot 211	5	5
Lot 212	3	3
Lot 213	3	3
Lot 214	3	3
Lot 215	5	5
Lot 216	5	5
Lot 217	5	5
Lot 218	3	3
Lot 219	3	3
Lot 220	5	5
Lot 221	3	3
Lot 222	5	5
Lot 223	3	3
Lot 224	5	5
Lot 225	5	5
Lot 226	3	3
Lot 227	4	4
Lot 228	4	4
Lot 229	4	4
Lot 230	4	4
Lot 231	3	3
Lot 232	5	5
Lot 233	3	3
Lot 234	3	3
Lot 235	3	3
Lot 236	3	3
Lot 237	3	3



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 238	3	3
Lot 239	3	3
Lot 240	3	3
Lot 241	3	3
Lot 242	5	5
Lot 243	3	3
Lot 244	5	5
Lot 245	2	2
Lot 246	2	2
Lot 247	2	2
Lot 248	2	2
Lot 249	2	2
Lot 250	2	2
Lot 251	2	2
Lot 252	2	2
Lot 301	3	3
Lot 302	5	5
Lot 303	5	5
Lot 304	5	5
Lot 305	3	3
Lot 306	3	3
Lot 307	5	5
Lot 308	5	5
Lot 309	3	3
Lot 310	3	3
Lot 311	5	5
Lot 312	3	3
Lot 313	3	3
Lot 314	3	3



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 315	5	5
Lot 316	5	5
Lot 317	5	5
Lot 318	3	3
Lot 319	3	3
Lot 320	5	5
Lot 321	3	3
Lot 322	5	5
Lot 323	3	3
Lot 324	5	5
Lot 325	5	5
Lot 326	3	3
Lot 327	4	4
Lot 328	5	5
Lot 329	5	5
Lot 330	4	4
Lot 331	3	3
Lot 332	5	5
Lot 333	3	3
Lot 334	3	3
Lot 335	3	3
Lot 336	3	3
Lot 337	3	3
Lot 338	3	3
Lot 339	3	3
Lot 340	3	3
Lot 341	3	3
Lot 342	5	5
Lot 343	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/10/2025 10:43:32 AM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 344	5	5
Lot 345	2	2
Lot 346	2	2
Lot 347	2	2
Lot 348	2	2
Lot 349	2	2
Lot 350	2	2
Lot 351	2	2
Lot 352	2	2
Lot 401	3	3
Lot 402	5	5
Lot 403	5	5
Lot 404	5	5
Lot 405	3	3
Lot 406	3	3
Lot 407	5	5
Lot 408	5	5
Lot 409	3	3
Lot 410	3	3
Lot 411	5	5
Lot 412	3	3
Lot 413	3	3
Lot 414	3	3
Lot 415	5	5
Lot 416	5	5
Lot 417	5	5
Lot 418	3	3
Lot 419	3	3
Lot 420	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 421	3	3
Lot 422	5	5
Lot 423	3	3
Lot 424	5	5
Lot 425	5	5
Lot 426	3	3
Lot 427	5	5
Lot 428	5	5
Lot 429	5	5
Lot 430	5	5
Lot 431	3	3
Lot 432	5	5
Lot 433	3	3
Lot 434	3	3
Lot 501	3	3
Lot 502	4	4
Lot 503	5	5
Lot 504	4	4
Lot 505	5	5
Lot 506	4	4
Lot 507	5	5
Lot 601	4	4
Lot 602	4	4
Lot 603	5	5
Lot 604	4	4
Lot 605	5	5
Lot 606	4	4
Lot 607	5	5
Lot 701	4	4



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 702	4	4
Lot 703	5	5
Lot 704	4	4
Lot 705	5	5
Lot 706	4	4
Lot 707	5	5
Lot 801	4	4
Lot 802	4	4
Lot 803	5	5
Lot 804	4	4
Lot 805	5	5
Lot 806	4	4
Lot 807	5	5
Lot B1	1	1
Lot B2	1	1
Lot B3	1	1
Lot B4	1	1
Lot B5	1	1
Lot B6	1	1
Lot B7	1	1
Lot B8	1	1
Lot B9	1	1
Lot B10	1	1
Lot B11	1	1
Lot B12	1	1
Lot B13	1	1
Lot B14	1	1
Lot B15	1	1
Lot B16	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B17	1	1
Lot B18	1	1
Lot B19	1	1
Lot B20	1	1
Lot B21	1	1
Lot B22	1	1
Lot B23	1	1
Lot B24	1	1
Lot B25	1	1
Lot B26	1	1
Lot B27	1	1
Lot B28	1	1
Lot B29	1	1
Lot B30	1	1
Lot B31	1	1
Lot B32	1	1
Lot B33	1	1
Lot B34	1	1
Lot B35	1	1
Lot B36	1	1
Lot B37	1	1
Lot B38	1	1
Lot B39	1	1
Lot B40	1	1
Lot B41	1	1
Lot B42	1	1
Lot B43	1	1
Lot B44	1	1
Lot B45	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B46	1	1
Lot B47	1	1
Lot B48	1	1
Lot B49	1	1
Lot B50	1	1
Lot B51	1	1
Lot B52	1	1
Lot B53	1	1
Lot B54	1	1
Lot B55	1	1
Lot B56	1	1
Lot B57	1	1
Lot B58	1	1
Lot B59	1	1
Lot B60	1	1
Lot B61	1	1
Lot B62	1	1
Lot B63	1	1
Lot B64	1	1
Lot B65	1	1
Lot B66	1	1
Lot B67	1	1
Lot B68	1	1
Lot B69	1	1
Lot B70	1	1
Lot B71	1	1
Lot B72	1	1
Lot B73	1	1
Lot B74	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B75	1	1
Lot B76	1	1
Lot B77	1	1
Lot B78	1	1
Lot B79	1	1
Lot B80	1	1
Lot B81	1	1
Lot B82	1	1
Lot B83	1	1
Lot B84	1	1
Lot B85	1	1
Lot B86	1	1
Lot B87	1	1
Lot B88	1	1
Lot B89	1	1
Lot B90	1	1
Lot B91	1	1
Lot B92	1	1
Lot B93	1	1
Lot B94	1	1
Lot B95	1	1
Lot B96	1	1
Lot B97	1	1
Lot B98	1	1
Lot B99	1	1
Lot B100	1	1
Lot B101	1	1
Lot B102	1	1
Lot B103	1	1



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B104	1	1
Lot B105	1	1
Lot B106	1	1
Lot B107	1	1
Lot B108	1	1
Lot B109	1	1
Lot B110	1	1
Lot B111	1	1
Lot B112	1	1
Lot B113	1	1
Lot B114	1	1
Lot B115	1	1
Lot B116	1	1
Lot B117	1	1
Lot B118	1	1
Lot B119	1	1
Lot B120	1	1
Lot B121	1	1
Lot C1	1	1
Lot C2	1	1
Lot C3	1	1
Lot C4	1	1
Lot C5	1	1
Lot C6	1	1
Lot C7	1	1
Lot C8	1	1
Lot C9	1	1
Lot C10	1	1
Lot G1	1	1



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G2	1	1
Lot G3	1	1
Lot G4	1	1
Lot G5	1	1
Lot G6	1	1
Lot G7	1	1
Lot G8	1	1
Lot G9	1	1
Lot G10	1	1
Lot G11	1	1
Lot G12	1	1
Lot G13	1	1
Lot G14	1	1
Lot G15	1	1
Lot G16	1	1
Lot G17	1	1
Lot G18	1	1
Lot G19	1	1
Lot G20	1	1
Lot G21	1	1
Lot G22	1	1
Lot G23	1	1
Lot G24	1	1
Lot G25	1	1
Lot G26	1	1
Lot G27	1	1
Lot G28	1	1
Lot G29	1	1
Lot G30	1	1



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G31	1	1
Lot G32	1	1
Lot G33	1	1
Lot G34	1	1
Lot G35	1	1
Lot G36	1	1
Lot G37	1	1
Lot G38	1	1
Lot G39	1	1
Lot G40	1	1
Lot G41	1	1
Lot G42	1	1
Lot G43	1	1
Lot G44	1	1
Lot G45	1	1
Lot G46	1	1
Lot G47	1	1
Lot G48	1	1
Lot G49	1	1
Lot G50	1	1
Lot G51	1	1
Lot G52	1	1
Lot G53	1	1
Lot G54	1	1
Lot G55	1	1
Lot G56	1	1
Lot G57	1	1
Lot G58	1	1
Lot G59	1	1



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OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G60	1	1
Lot G61	1	1
Lot G62	1	1
Lot G63	1	1
Lot P1	1	1
Lot P2	1	1
Lot P3	1	1
Lot P4	1	1
Lot P5	1	1
Total	1135.00	1135.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

The land in PS645691V is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 144, 201 - 252, 301 - 352, 401 - 434, 501 - 507, 601 - 607, 701 - 707, 801 - 807.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS227943Y 06/06/2019

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. AL598157J 10/02/2015

Additional Owners Corporation Information:

OC024760R 10/02/2015

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	3	3
Lot 102	5	5
Lot 103	5	5
Lot 104	5	5
Lot 105	3	3
Lot 106	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	5	5
Lot 108	5	5
Lot 109	3	3
Lot 110	3	3
Lot 111	5	5
Lot 112	3	3
Lot 113	3	3
Lot 114	3	3
Lot 115	4	4
Lot 116	4	4
Lot 117	5	5
Lot 118	3	3
Lot 119	3	3
Lot 120	5	5
Lot 121	3	3
Lot 122	5	5
Lot 123	3	3
Lot 124	5	5
Lot 125	5	5
Lot 126	3	3
Lot 127	4	4
Lot 128	4	4
Lot 129	4	4
Lot 130	4	4
Lot 131	3	3
Lot 132	5	5
Lot 133	3	3
Lot 134	3	3
Lot 135	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 136	5	5
Lot 137	5	5
Lot 138	5	5
Lot 139	5	5
Lot 140	5	5
Lot 141	5	5
Lot 142	5	5
Lot 143	5	5
Lot 144	5	5
Lot 201	3	3
Lot 202	5	5
Lot 203	5	5
Lot 204	5	5
Lot 205	3	3
Lot 206	3	3
Lot 207	5	5
Lot 208	5	5
Lot 209	3	3
Lot 210	3	3
Lot 211	5	5
Lot 212	3	3
Lot 213	3	3
Lot 214	3	3
Lot 215	5	5
Lot 216	5	5
Lot 217	5	5
Lot 218	3	3
Lot 219	3	3
Lot 220	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 221	3	3
Lot 222	5	5
Lot 223	3	3
Lot 224	5	5
Lot 225	5	5
Lot 226	3	3
Lot 227	4	4
Lot 228	4	4
Lot 229	4	4
Lot 230	4	4
Lot 231	3	3
Lot 232	5	5
Lot 233	3	3
Lot 234	3	3
Lot 235	3	3
Lot 236	3	3
Lot 237	3	3
Lot 238	3	3
Lot 239	3	3
Lot 240	3	3
Lot 241	3	3
Lot 242	5	5
Lot 243	3	3
Lot 244	5	5
Lot 245	2	2
Lot 246	2	2
Lot 247	2	2
Lot 248	2	2
Lot 249	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 250	2	2
Lot 251	2	2
Lot 252	2	2
Lot 301	3	3
Lot 302	5	5
Lot 303	5	5
Lot 304	5	5
Lot 305	3	3
Lot 306	3	3
Lot 307	5	5
Lot 308	5	5
Lot 309	3	3
Lot 310	3	3
Lot 311	5	5
Lot 312	3	3
Lot 313	3	3
Lot 314	3	3
Lot 315	5	5
Lot 316	5	5
Lot 317	5	5
Lot 318	3	3
Lot 319	3	3
Lot 320	5	5
Lot 321	3	3
Lot 322	5	5
Lot 323	3	3
Lot 324	5	5
Lot 325	5	5
Lot 326	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 327	4	4
Lot 328	5	5
Lot 329	5	5
Lot 330	4	4
Lot 331	3	3
Lot 332	5	5
Lot 333	3	3
Lot 334	3	3
Lot 335	3	3
Lot 336	3	3
Lot 337	3	3
Lot 338	3	3
Lot 339	3	3
Lot 340	3	3
Lot 341	3	3
Lot 342	3	3
Lot 343	5	5
Lot 344	5	5
Lot 345	2	2
Lot 346	2	2
Lot 347	2	2
Lot 348	2	2
Lot 349	2	2
Lot 350	2	2
Lot 351	2	2
Lot 352	2	2
Lot 401	3	3
Lot 402	5	5
Lot 403	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 404	5	5
Lot 405	3	3
Lot 406	3	3
Lot 407	5	5
Lot 408	5	5
Lot 409	3	3
Lot 410	3	3
Lot 411	5	5
Lot 412	3	3
Lot 413	3	3
Lot 414	3	3
Lot 415	5	5
Lot 416	5	5
Lot 417	5	5
Lot 418	3	3
Lot 419	3	3
Lot 420	5	5
Lot 421	3	3
Lot 422	5	5
Lot 423	3	3
Lot 424	5	5
Lot 425	5	5
Lot 426	3	3
Lot 427	5	5
Lot 428	5	5
Lot 429	5	5
Lot 430	5	5
Lot 431	3	3
Lot 432	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 433	3	3
Lot 434	3	3
Lot 501	3	3
Lot 502	4	4
Lot 503	5	5
Lot 504	4	4
Lot 505	5	5
Lot 506	4	4
Lot 507	5	5
Lot 601	4	4
Lot 602	4	4
Lot 603	5	5
Lot 604	4	4
Lot 605	5	5
Lot 606	4	4
Lot 607	5	5
Lot 701	4	4
Lot 702	4	4
Lot 703	5	5
Lot 704	4	4
Lot 705	5	5
Lot 706	4	4
Lot 707	5	5
Lot 801	4	4
Lot 802	4	4
Lot 803	5	5
Lot 804	4	4
Lot 805	5	5
Lot 806	4	4



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 807	5	5
Total	813.00	813.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

The land in PS645691V is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 1 - 25, 101 - 144, 201 - 252, 301 - 352, 401 - 434, 501 - 507, 601 - 607, 701 - 707, 801 - 807, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100, B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116, B117, B118, B119, B120, B121.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS227943Y 06/06/2019

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. AL598143V 06/02/2015

Additional Owners Corporation Information:

OC024758C 06/02/2015

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1	3	3
Lot 2	3	3
Lot 3	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4	3	3
Lot 5	3	3
Lot 6	3	3
Lot 7	3	3
Lot 8	3	3
Lot 9	3	3
Lot 10	3	3
Lot 11	3	3
Lot 12	3	3
Lot 13	3	3
Lot 14	3	3
Lot 15	3	3
Lot 16	3	3
Lot 17	5	5
Lot 18	5	5
Lot 19	4	4
Lot 20	4	4
Lot 21	5	5
Lot 22	3	3
Lot 23	3	3
Lot 24	3	3
Lot 25	5	5
Lot 101	3	3
Lot 102	5	5
Lot 103	5	5
Lot 104	5	5
Lot 105	3	3
Lot 106	3	3
Lot 107	5	5



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 108	5	5
Lot 109	3	3
Lot 110	3	3
Lot 111	5	5
Lot 112	3	3
Lot 113	3	3
Lot 114	3	3
Lot 115	4	4
Lot 116	4	4
Lot 117	5	5
Lot 118	3	3
Lot 119	3	3
Lot 120	5	5
Lot 121	3	3
Lot 122	5	5
Lot 123	3	3
Lot 124	5	5
Lot 125	5	5
Lot 126	3	3
Lot 127	4	4
Lot 128	4	4
Lot 129	4	4
Lot 130	4	4
Lot 131	3	3
Lot 132	5	5
Lot 133	3	3
Lot 134	3	3
Lot 135	5	5
Lot 136	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 137	5	5
Lot 138	5	5
Lot 139	5	5
Lot 140	5	5
Lot 141	5	5
Lot 142	5	5
Lot 143	5	5
Lot 144	5	5
Lot 201	3	3
Lot 202	5	5
Lot 203	5	5
Lot 204	5	5
Lot 205	3	3
Lot 206	3	3
Lot 207	5	5
Lot 208	5	5
Lot 209	3	3
Lot 210	3	3
Lot 211	5	5
Lot 212	3	3
Lot 213	3	3
Lot 214	3	3
Lot 215	5	5
Lot 216	5	5
Lot 217	5	5
Lot 218	3	3
Lot 219	3	3
Lot 220	5	5
Lot 221	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 222	5	5
Lot 223	3	3
Lot 224	5	5
Lot 225	5	5
Lot 226	3	3
Lot 227	4	4
Lot 228	4	4
Lot 229	4	4
Lot 230	4	4
Lot 231	3	3
Lot 232	5	5
Lot 233	3	3
Lot 234	3	3
Lot 235	3	3
Lot 236	3	3
Lot 237	3	3
Lot 238	3	3
Lot 239	3	3
Lot 240	3	3
Lot 241	3	3
Lot 242	5	5
Lot 243	3	3
Lot 244	5	5
Lot 245	2	2
Lot 246	2	2
Lot 247	2	2
Lot 248	2	2
Lot 249	2	2
Lot 250	2	2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 251	2	2
Lot 252	2	2
Lot 301	3	3
Lot 302	5	5
Lot 303	5	5
Lot 304	5	5
Lot 305	3	3
Lot 306	3	3
Lot 307	5	5
Lot 308	5	5
Lot 309	3	3
Lot 310	3	3
Lot 311	5	5
Lot 312	3	3
Lot 313	3	3
Lot 314	3	3
Lot 315	5	5
Lot 316	5	5
Lot 317	5	5
Lot 318	3	3
Lot 319	3	3
Lot 320	5	5
Lot 321	3	3
Lot 322	5	5
Lot 323	3	3
Lot 324	5	5
Lot 325	5	5
Lot 326	3	3
Lot 327	4	4



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 328	5	5
Lot 329	5	5
Lot 330	4	4
Lot 331	3	3
Lot 332	5	5
Lot 333	3	3
Lot 334	3	3
Lot 335	3	3
Lot 336	3	3
Lot 337	3	3
Lot 338	3	3
Lot 339	3	3
Lot 340	3	3
Lot 341	3	3
Lot 342	3	3
Lot 343	5	5
Lot 344	5	5
Lot 345	2	2
Lot 346	2	2
Lot 347	2	2
Lot 348	2	2
Lot 349	2	2
Lot 350	2	2
Lot 351	2	2
Lot 352	2	2
Lot 401	3	3
Lot 402	5	5
Lot 403	5	5
Lot 404	5	5



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405	3	3
Lot 406	3	3
Lot 407	5	5
Lot 408	5	5
Lot 409	3	3
Lot 410	3	3
Lot 411	5	5
Lot 412	3	3
Lot 413	3	3
Lot 414	3	3
Lot 415	5	5
Lot 416	5	5
Lot 417	5	5
Lot 418	3	3
Lot 419	3	3
Lot 420	5	5
Lot 421	3	3
Lot 422	5	5
Lot 423	3	3
Lot 424	5	5
Lot 425	5	5
Lot 426	3	3
Lot 427	5	5
Lot 428	5	5
Lot 429	5	5
Lot 430	5	5
Lot 431	3	3
Lot 432	5	5
Lot 433	3	3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 434	3	3
Lot 501	3	3
Lot 502	4	4
Lot 503	5	5
Lot 504	4	4
Lot 505	5	5
Lot 506	4	4
Lot 507	5	5
Lot 601	4	4
Lot 602	4	4
Lot 603	5	5
Lot 604	4	4
Lot 605	5	5
Lot 606	4	4
Lot 607	5	5
Lot 701	4	4
Lot 702	4	4
Lot 703	5	5
Lot 704	4	4
Lot 705	5	5
Lot 706	4	4
Lot 707	5	5
Lot 801	4	4
Lot 802	4	4
Lot 803	5	5
Lot 804	4	4
Lot 805	5	5
Lot 806	4	4
Lot 807	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B1	1	1
Lot B2	1	1
Lot B3	1	1
Lot B4	1	1
Lot B5	1	1
Lot B6	1	1
Lot B7	1	1
Lot B8	1	1
Lot B9	1	1
Lot B10	1	1
Lot B11	1	1
Lot B12	1	1
Lot B13	1	1
Lot B14	1	1
Lot B15	1	1
Lot B16	1	1
Lot B17	1	1
Lot B18	1	1
Lot B19	1	1
Lot B20	1	1
Lot B21	1	1
Lot B22	1	1
Lot B23	1	1
Lot B24	1	1
Lot B25	1	1
Lot B26	1	1
Lot B27	1	1
Lot B28	1	1
Lot B29	1	1



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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B30	1	1
Lot B31	1	1
Lot B32	1	1
Lot B33	1	1
Lot B34	1	1
Lot B35	1	1
Lot B36	1	1
Lot B37	1	1
Lot B38	1	1
Lot B39	1	1
Lot B40	1	1
Lot B41	1	1
Lot B42	1	1
Lot B43	1	1
Lot B44	1	1
Lot B45	1	1
Lot B46	1	1
Lot B47	1	1
Lot B48	1	1
Lot B49	1	1
Lot B50	1	1
Lot B51	1	1
Lot B52	1	1
Lot B53	1	1
Lot B54	1	1
Lot B55	1	1
Lot B56	1	1
Lot B57	1	1
Lot B58	1	1



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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B59	1	1
Lot B60	1	1
Lot B61	1	1
Lot B62	1	1
Lot B63	1	1
Lot B64	1	1
Lot B65	1	1
Lot B66	1	1
Lot B67	1	1
Lot B68	1	1
Lot B69	1	1
Lot B70	1	1
Lot B71	1	1
Lot B72	1	1
Lot B73	1	1
Lot B74	1	1
Lot B75	1	1
Lot B76	1	1
Lot B77	1	1
Lot B78	1	1
Lot B79	1	1
Lot B80	1	1
Lot B81	1	1
Lot B82	1	1
Lot B83	1	1
Lot B84	1	1
Lot B85	1	1
Lot B86	1	1
Lot B87	1	1



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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B88	1	1
Lot B89	1	1
Lot B90	1	1
Lot B91	1	1
Lot B92	1	1
Lot B93	1	1
Lot B94	1	1
Lot B95	1	1
Lot B96	1	1
Lot B97	1	1
Lot B98	1	1
Lot B99	1	1
Lot B100	1	1
Lot B101	1	1
Lot B102	1	1
Lot B103	1	1
Lot B104	1	1
Lot B105	1	1
Lot B106	1	1
Lot B107	1	1
Lot B108	1	1
Lot B109	1	1
Lot B110	1	1
Lot B111	1	1
Lot B112	1	1
Lot B113	1	1
Lot B114	1	1
Lot B115	1	1
Lot B116	1	1



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OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B117	1	1
Lot B118	1	1
Lot B119	1	1
Lot B120	1	1
Lot B121	1	1
Total	1019.00	1019.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS645691V

The land in PS645691V is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 31 - 33, 41 - 43.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BLUESTONE OCM - LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AS227943Y 06/06/2019

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. AL598144T 06/02/2015

Additional Owners Corporation Information:

OC024759A 06/02/2015

Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 31	4	4
Lot 32	3	3
Lot 33	4	4
Lot 41	6	6
Lot 42	11	11
Lot 43	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS645691V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Total	38.00	38.00

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.

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS645691V
Number of Pages (excluding this cover sheet)	39
Document Assembled	17/10/2025 10:43

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	PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION 4	Plan Number PS 645691V
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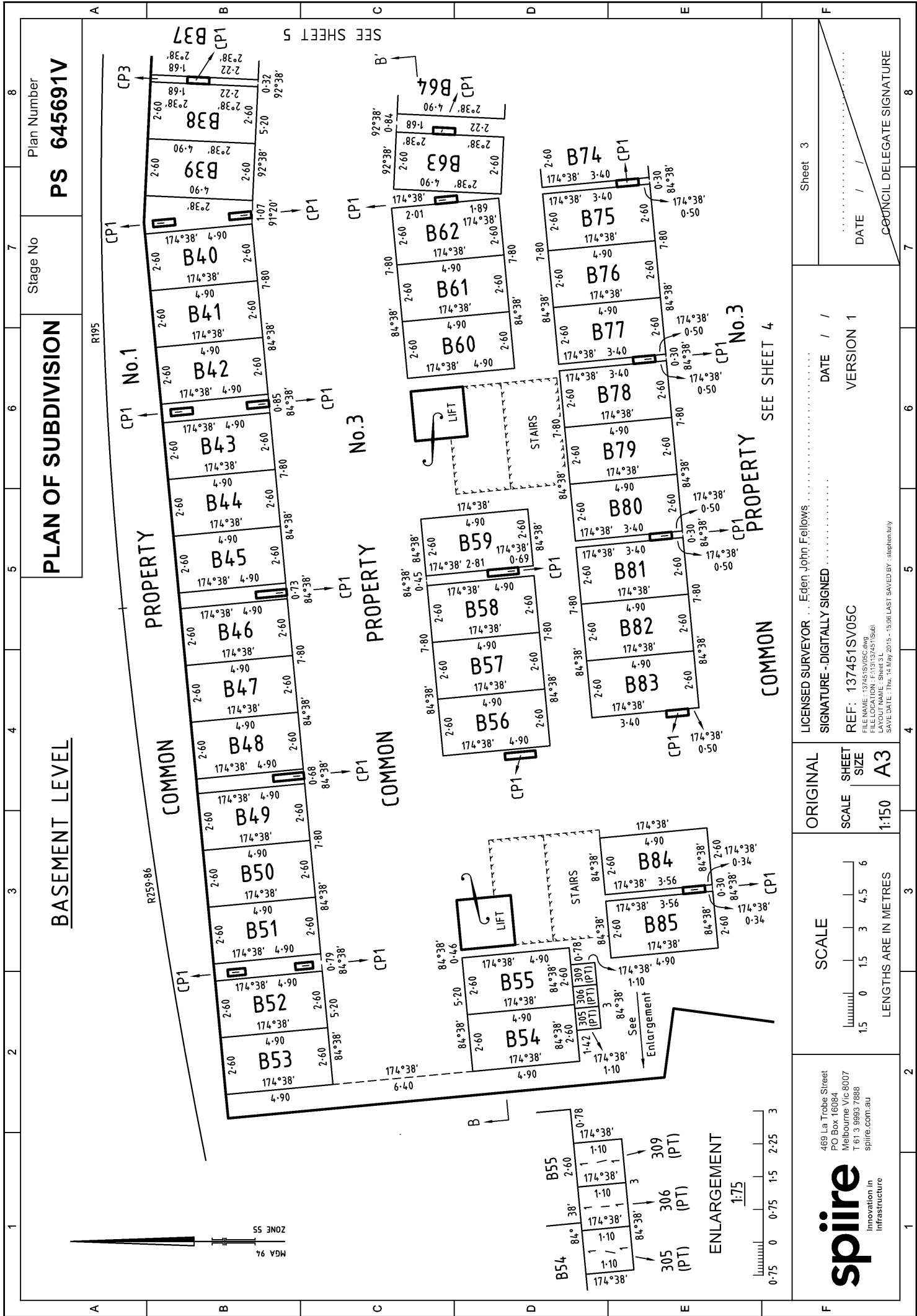
Location of Land Parish: DANDENONG Township: - Section: 49 Crown Allotments: 1, 3 & 4 (PARTS) Crown Portion: - Title Reference: C/T VOL 11200 FOL 323 Last Plan Reference: PS 624750A, LOT 616 Postal Address: 51-67 HORNSBY STREET, (At time of subdivision) DANDENONG, VIC. 3175 MGA Co-ordinates: E 342 280 (Of approx. centre of plan) N 5793 750 Zone 55	Council Certification and Endorsement Council Name: GREATER DANDENONG CITY COUNCIL Ref: - This Plan is certified under Section 6 of the Subdivision Act 1988. - This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ - This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /
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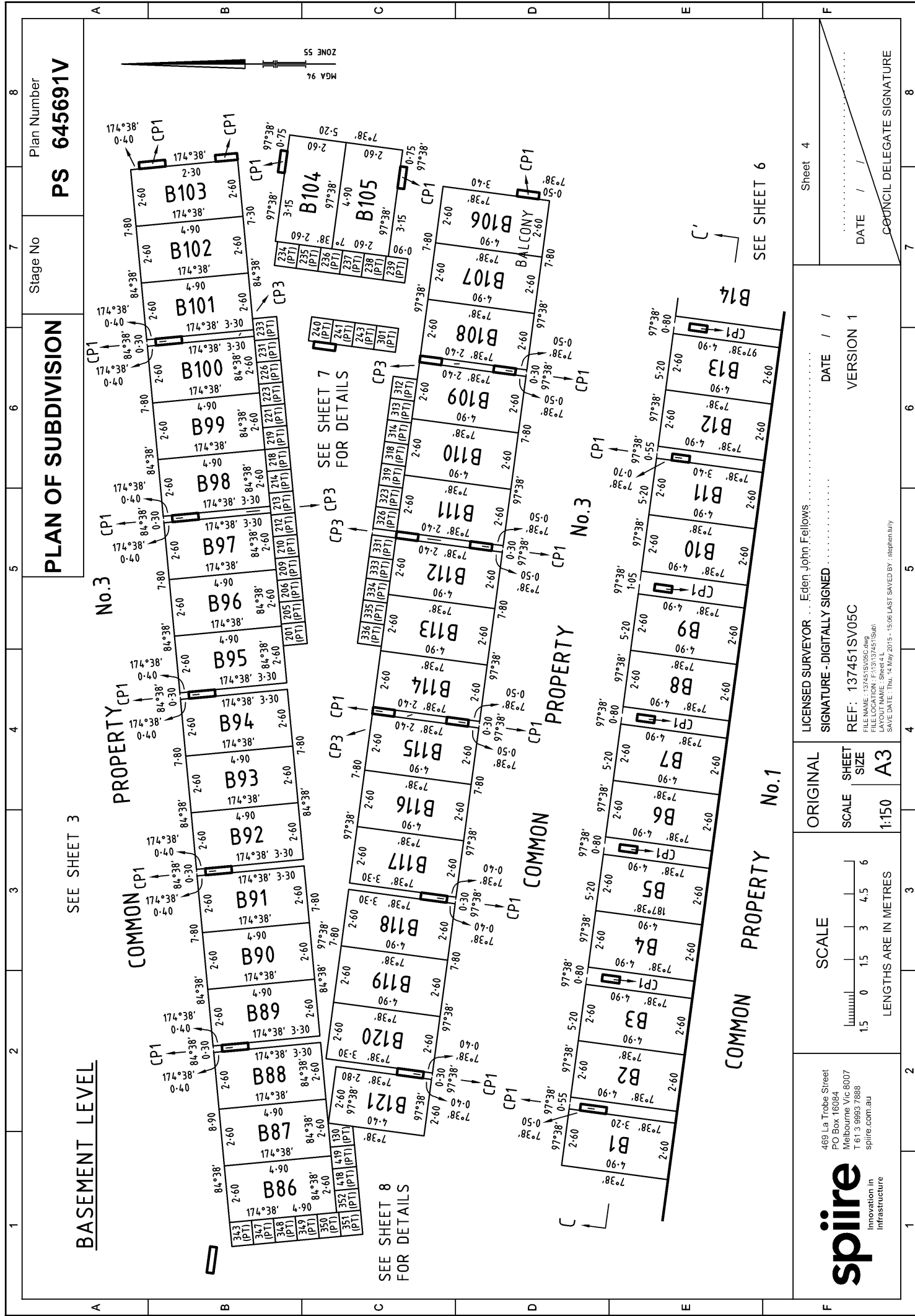
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
RESERVE No.1	UNITED ENERGY DISTRIBUTION PTY. LTD.

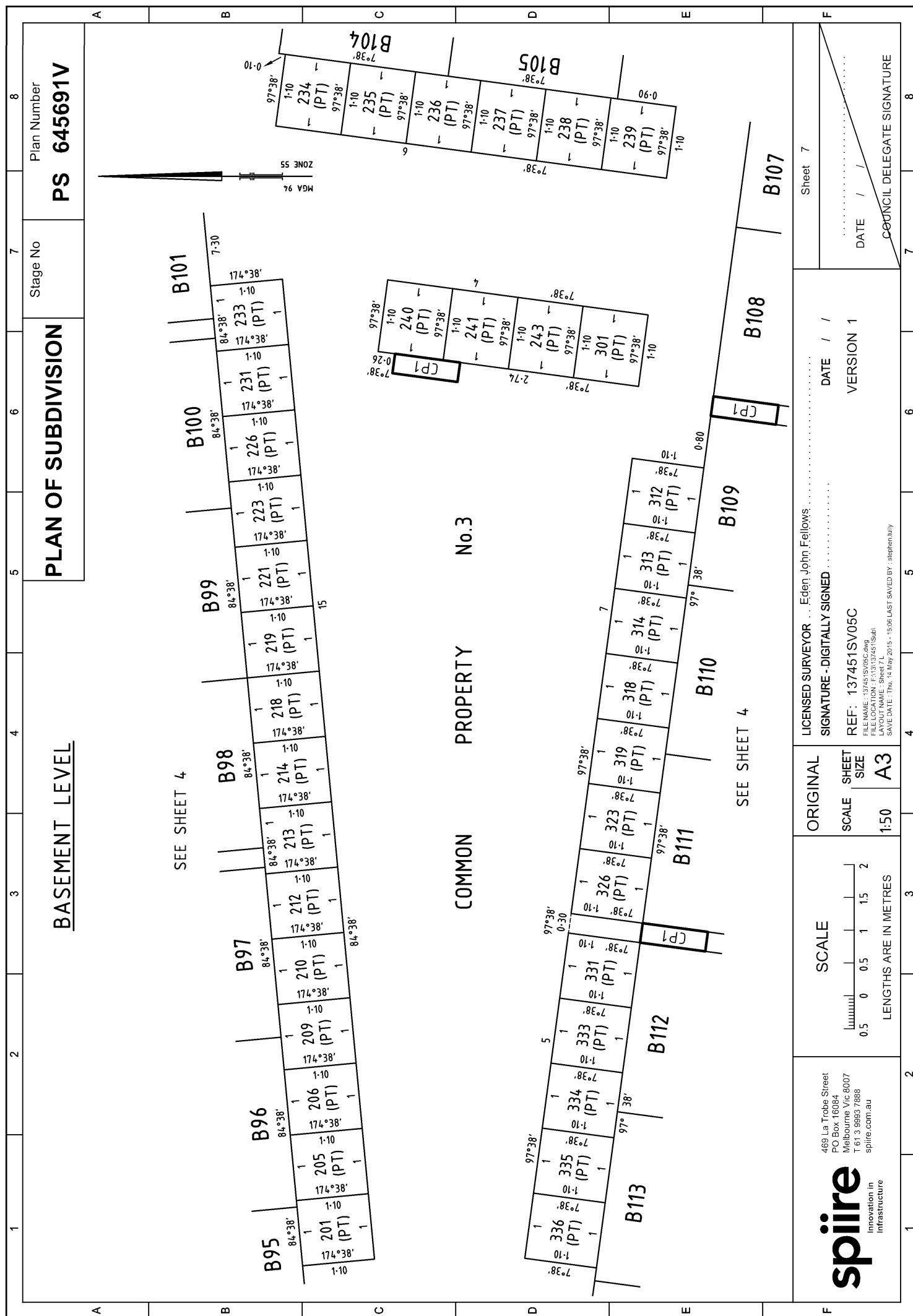
Notations	
Depth Limitation: DOES NOT APPLY	Staging: This is a staged subdivision Planning Permit No. PLN 11/0893
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES ALL INTERNAL CABLES, SERVICE DUCTS, PIPES, COLUMNS AND SHAFTS WITHIN THE BUILDINGS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE CABLES, DUCTS, PIPES, COLUMNS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS HEREON.	THIS IS A SPEAR plan. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, RESERVE No.1 AND COMMON PROPERTY Nos.2, 3 AND 4 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR AND BALUSTRADE WHICH DEFINE BOUNDARIES. LOTS 26 TO 30, 34 TO 40, 44 TO 100, 145 TO 200, 253 TO 300, 353 TO 400, 435 TO 500, 508 TO 600, 608 TO 700 AND 708 TO 800 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. Survey: This plan is based on survey This survey has been connected to Permanent Mark No(s). - in Proclaimed Survey Area No. -

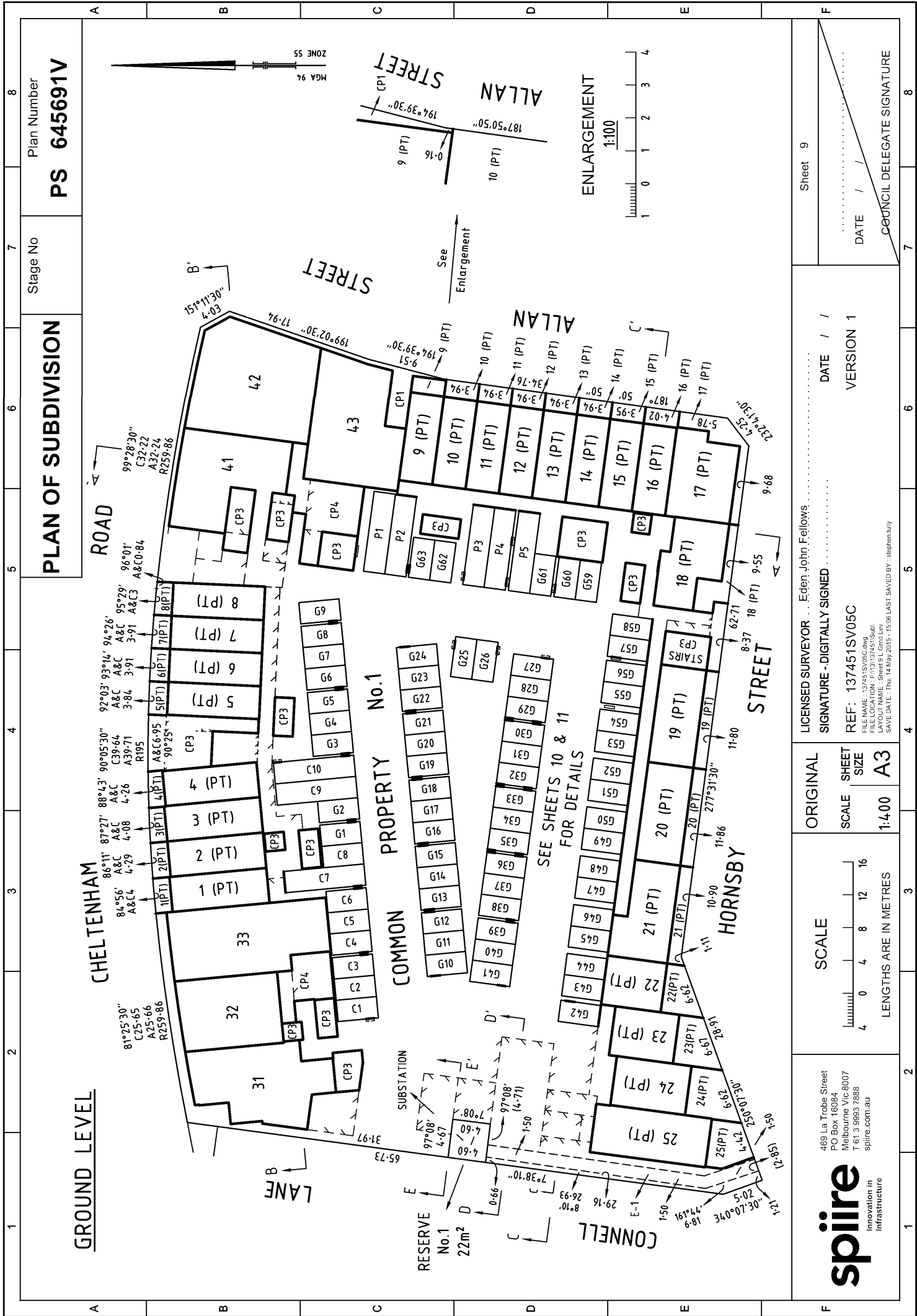
Easement Information					LRS use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	Received ☒ Date: 5/01/2015
E-1	Powerline (Limited as to height - See Cross Section)	1.50	This Plan - Section 88 of the Electricity Industry Act 2000	United Energy Distribution Pty. Ltd.	THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

METRO DANDENONG				Sheet 1 of 38 Sheets
 469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	LICENSED SURVEYOR .. Eden John Fellows SIGNATURE:..DIGITALLY SIGNED DATE / / REF: 137451SV01 VERSION 5 FILE NAME : 137451SV01.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4300. LAYOUT NAME : Sheet 1 SAVE DATE : Fri, 06 Feb 2015 - 11:07 LAST SAVED BY : stephen.tully		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	









Plan Number
PS 645691V

Stage No

PLAN OF SUBDIVISION

GROUND LEVEL

CHELtenham

ROAD

PROPERTY No.1

COMMON

SEE SHEETS 10 & 11
FOR DETAILS

ENLARGEMENT

1:100

LICENSED SURVEYOR ... Eden John Fellows

SIGNATURE - DIGITALLY SIGNED

DATE / /

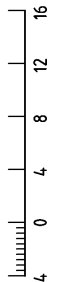
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LAYOUT NAME: Sheet 9.1, Grid Lev

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SCALE



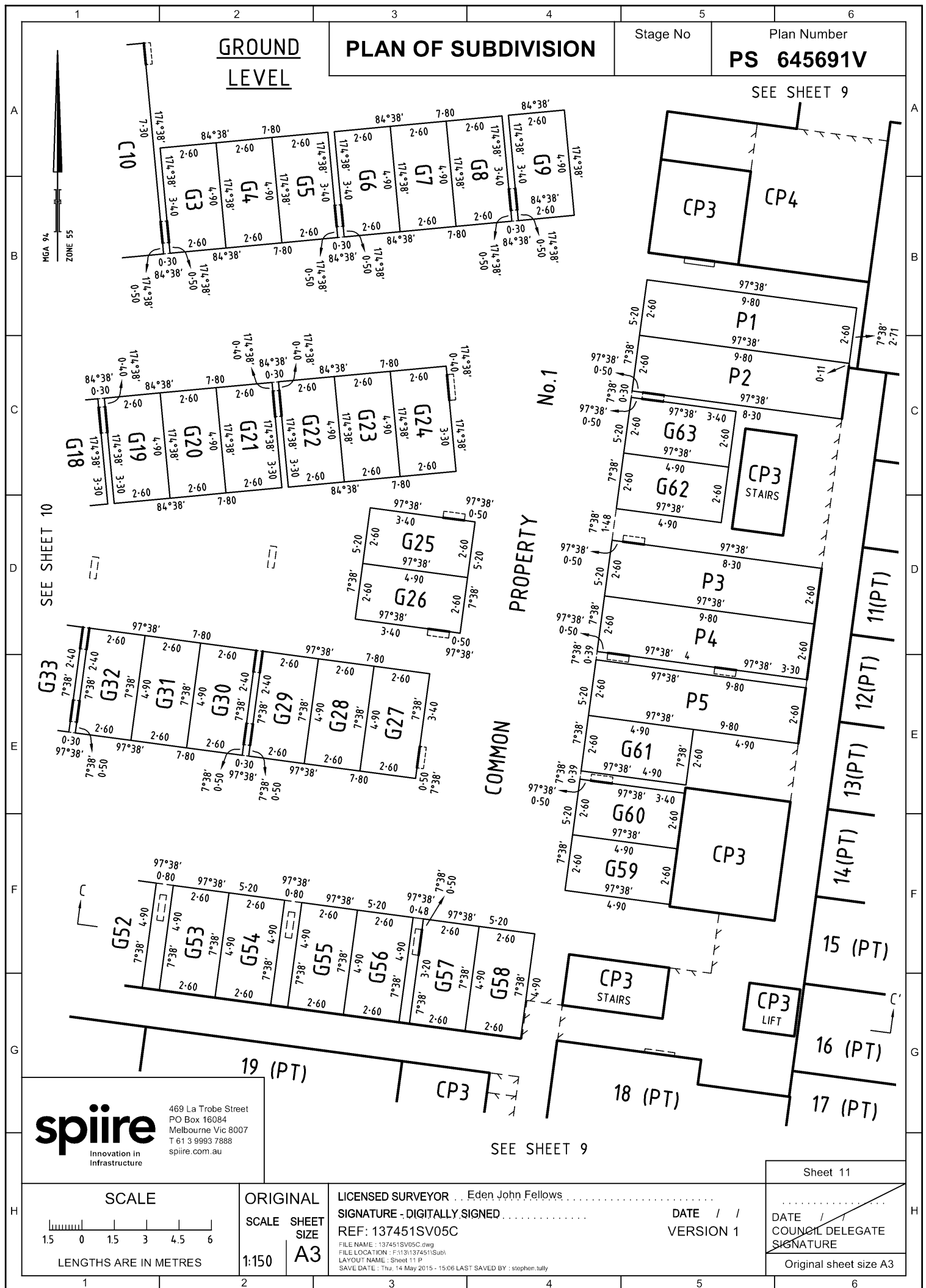
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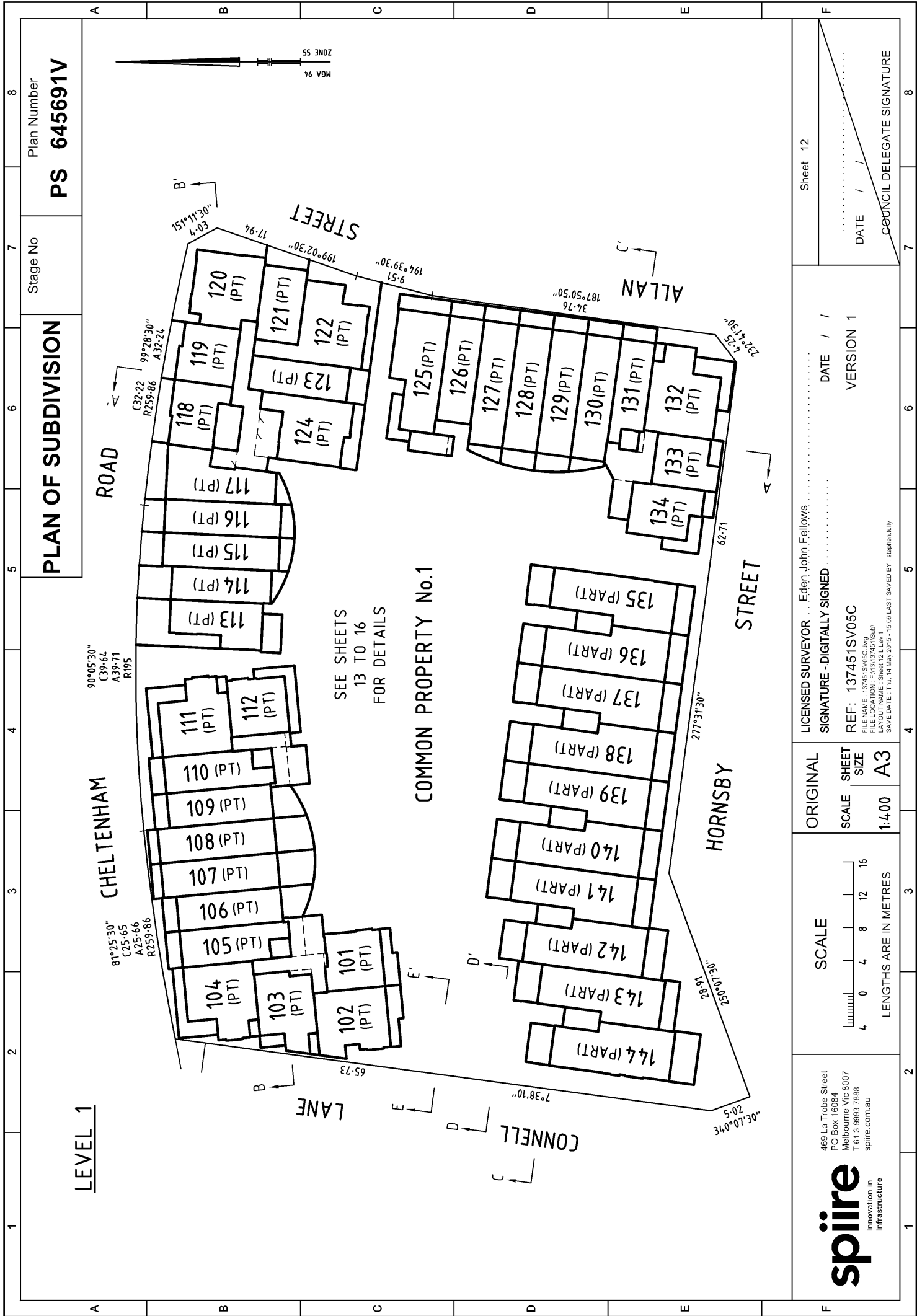
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PO Box 16084
Melbourne Vic 8007
T 61 3 9953 7888
spire.com.au

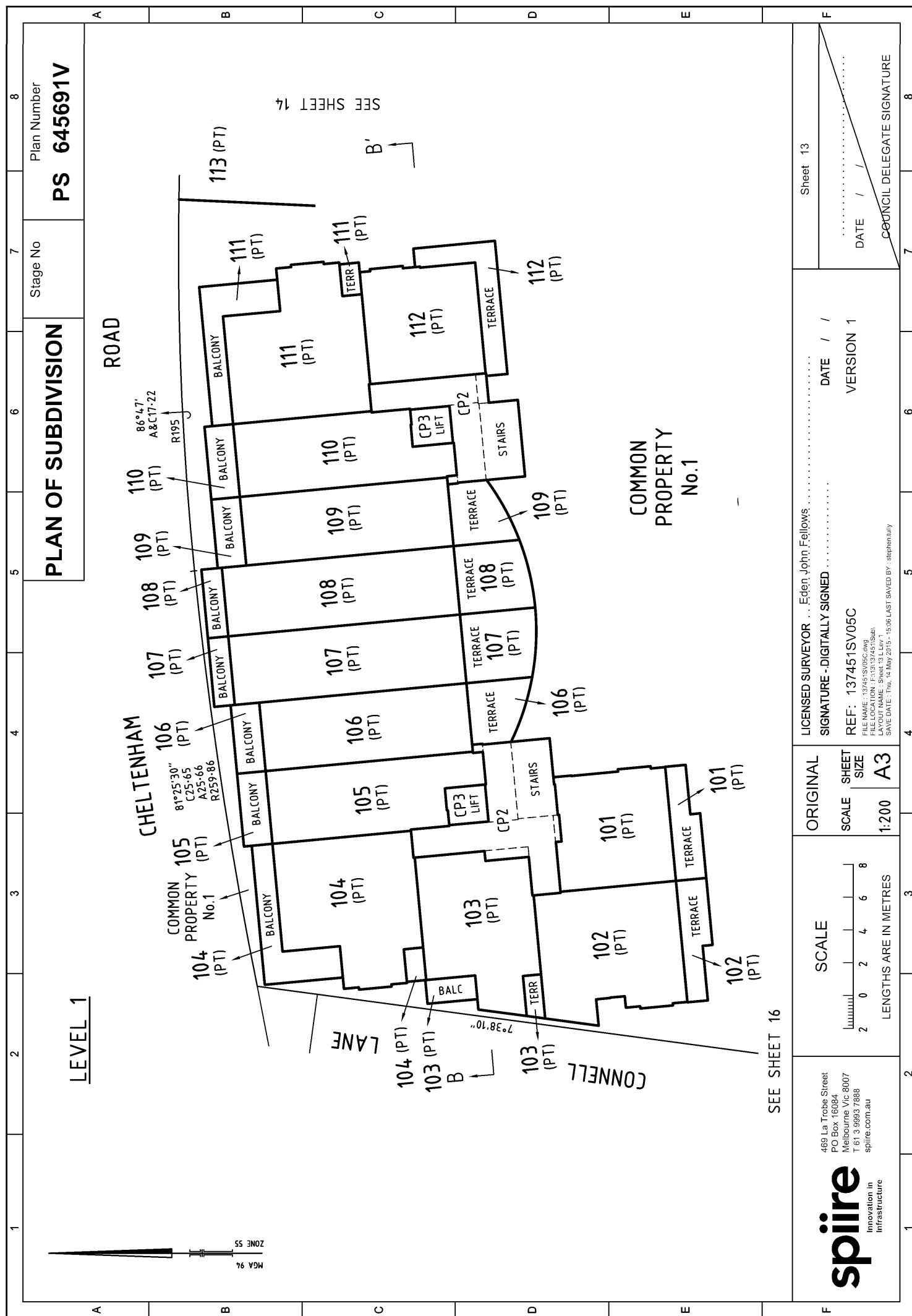


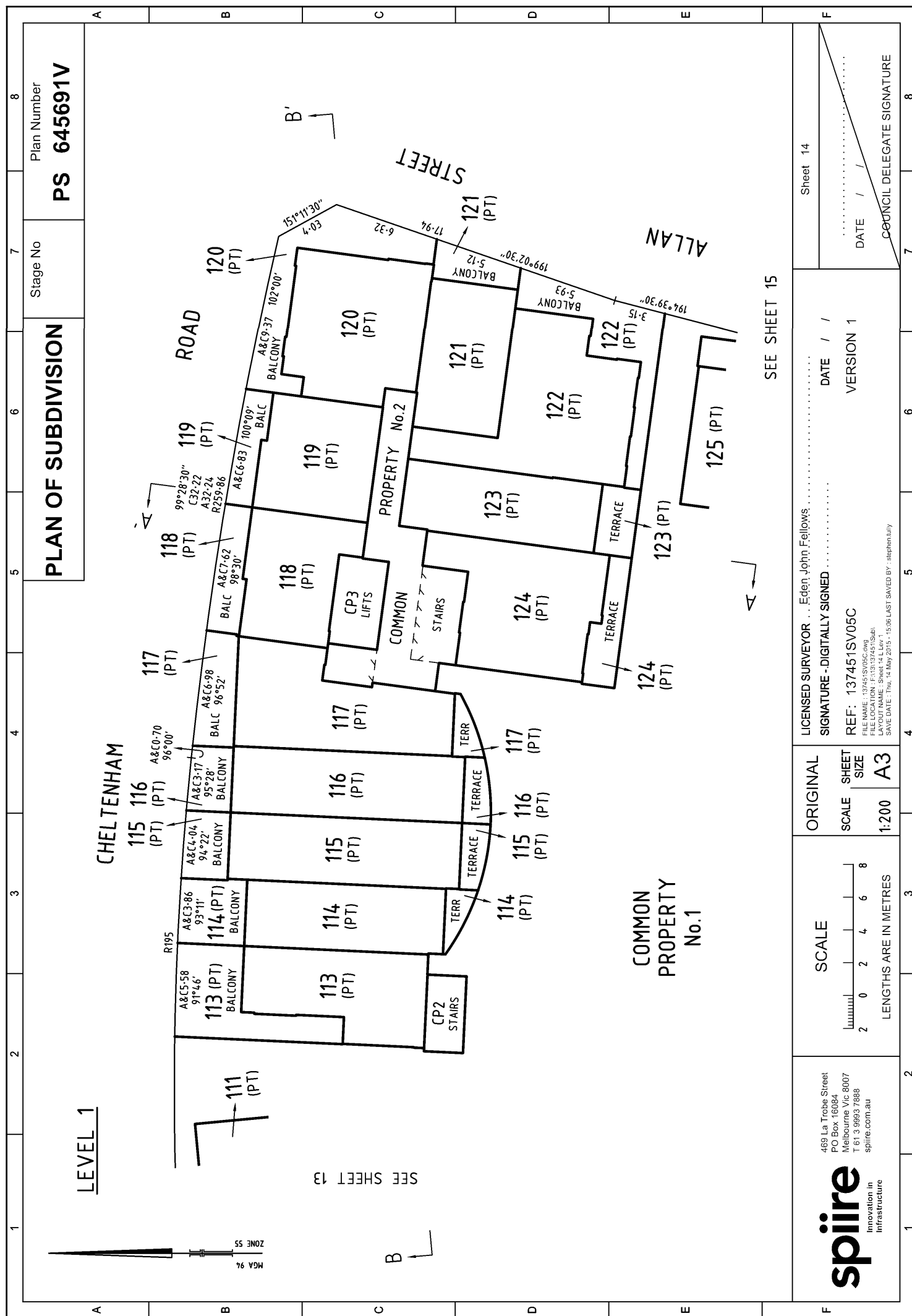
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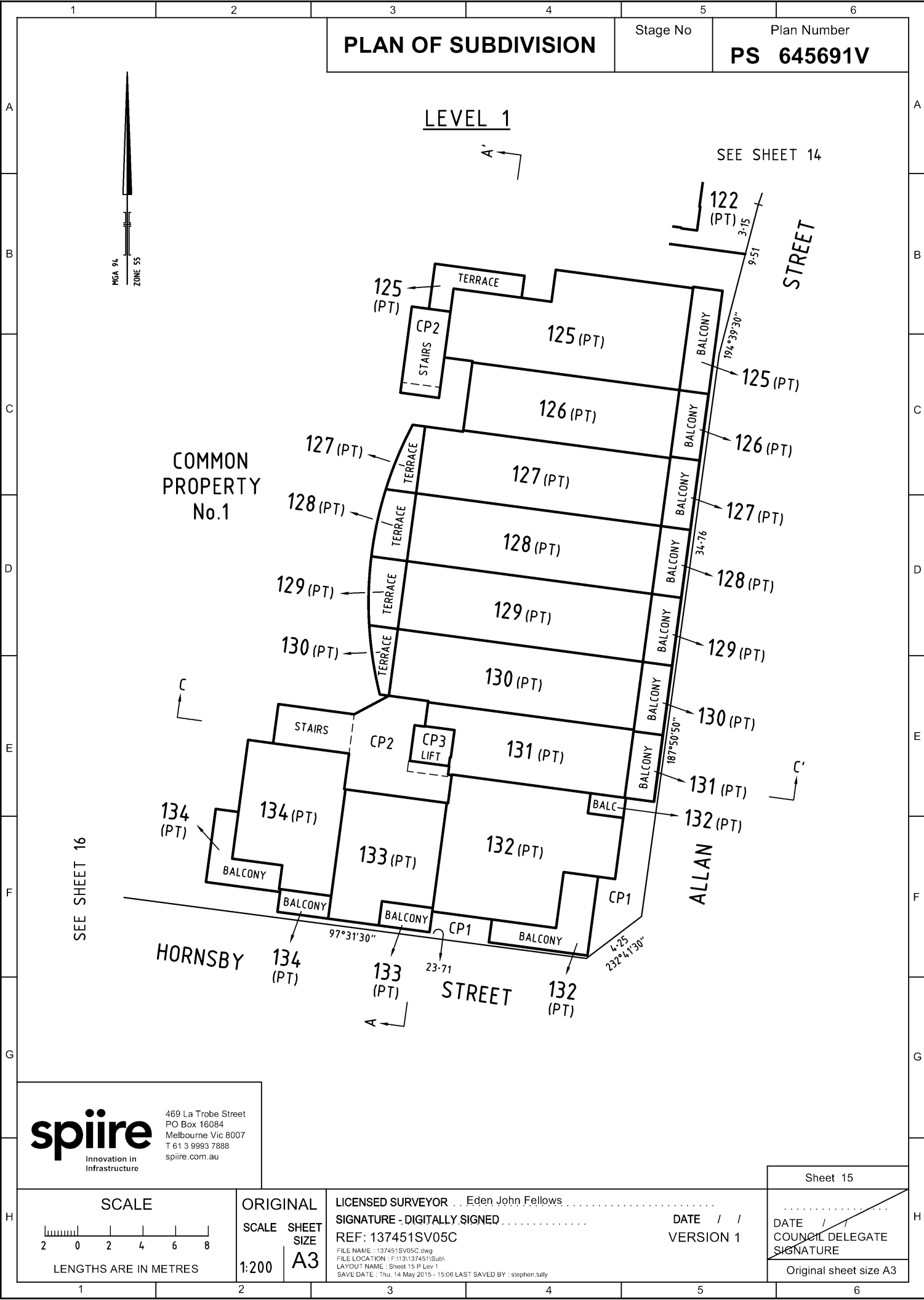
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COUNCIL DELEGATE SIGNATURE

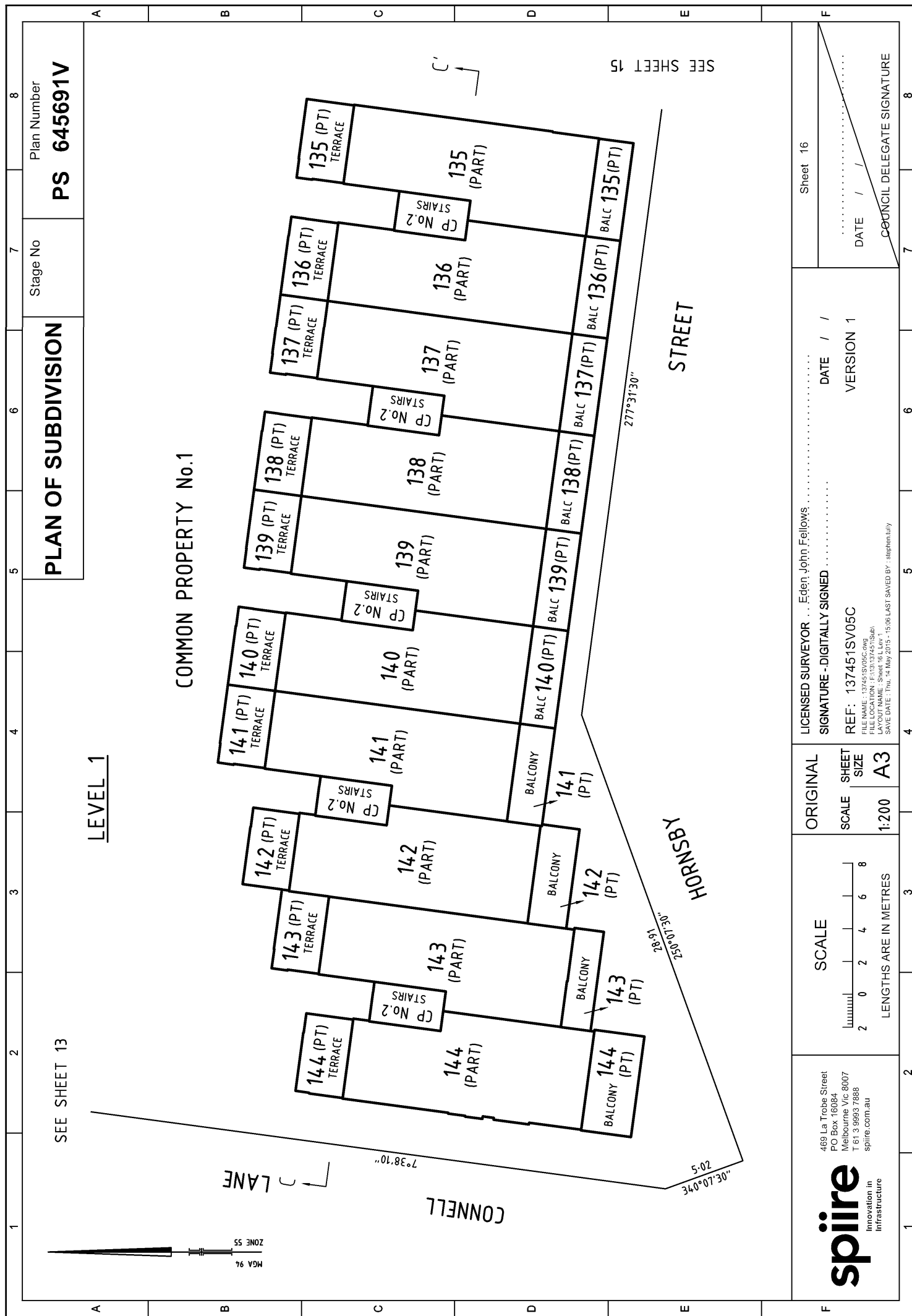


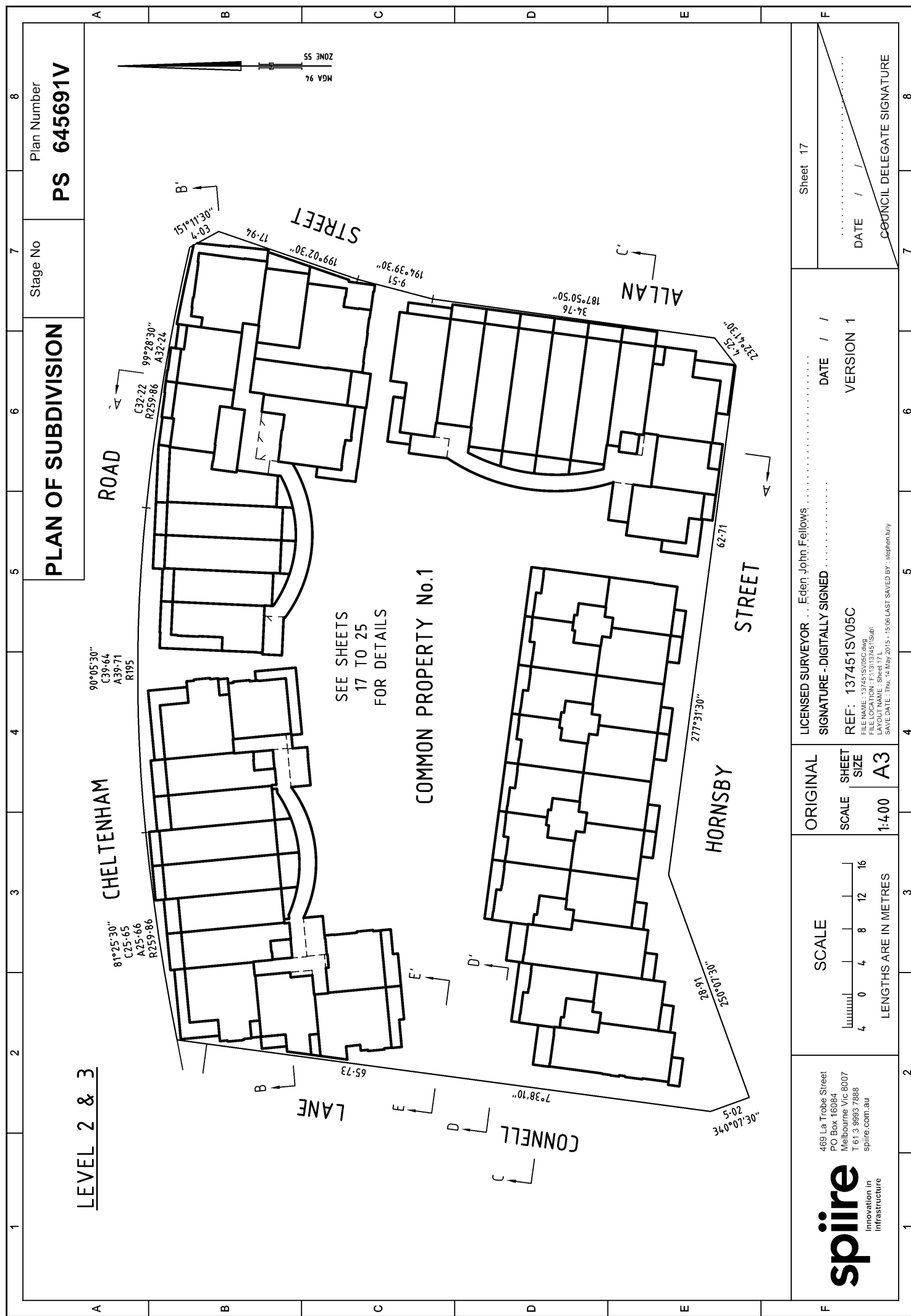


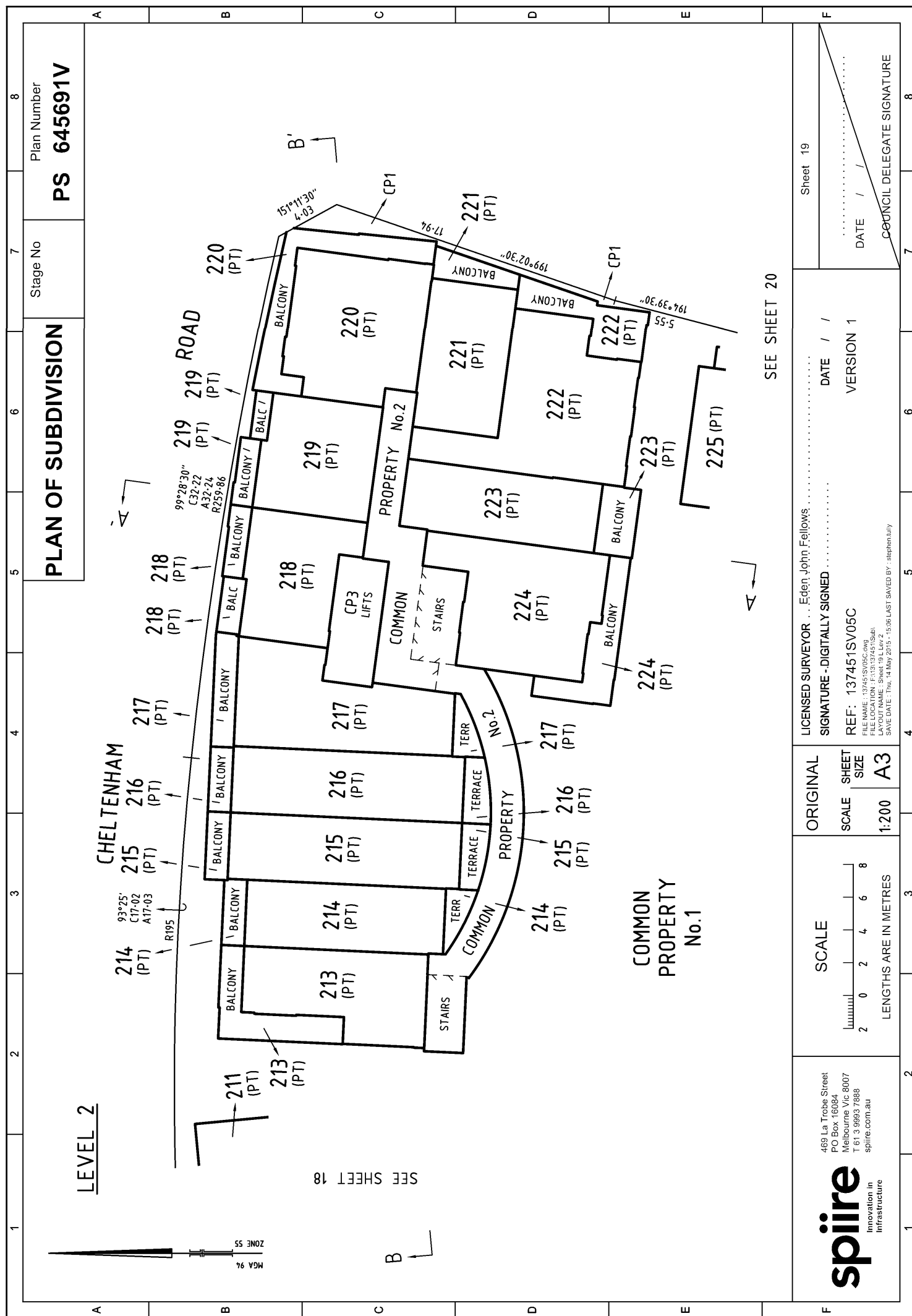


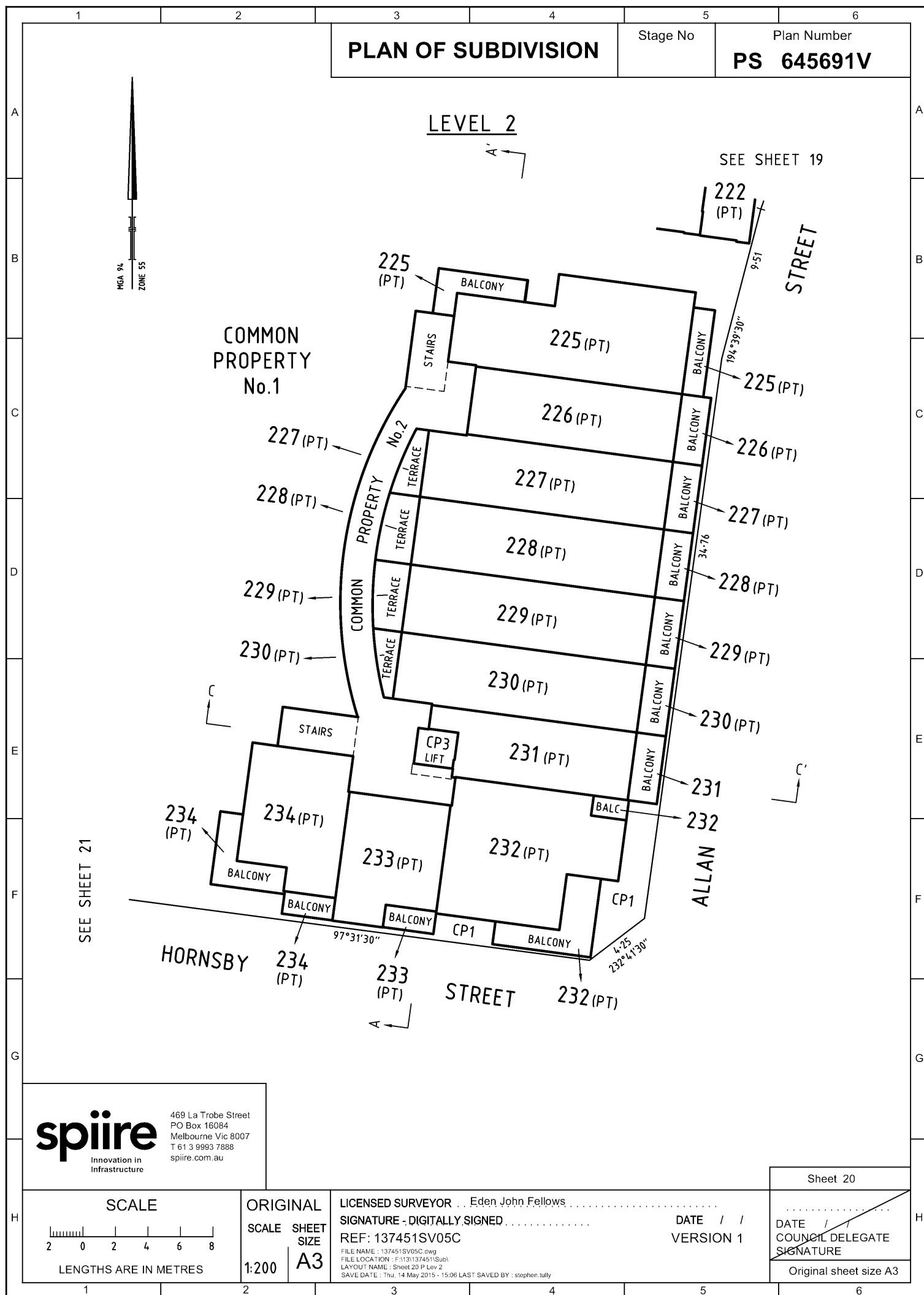


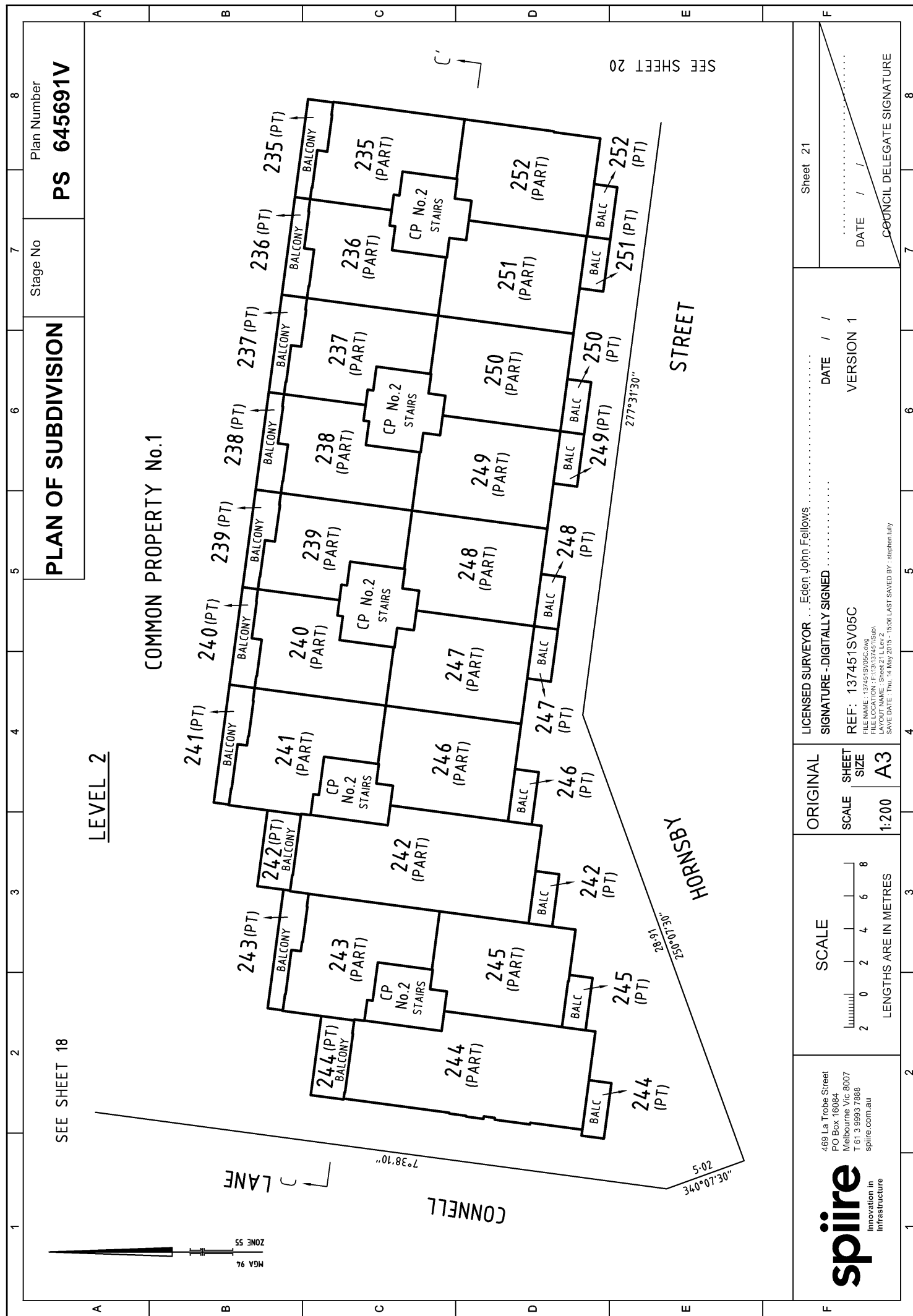


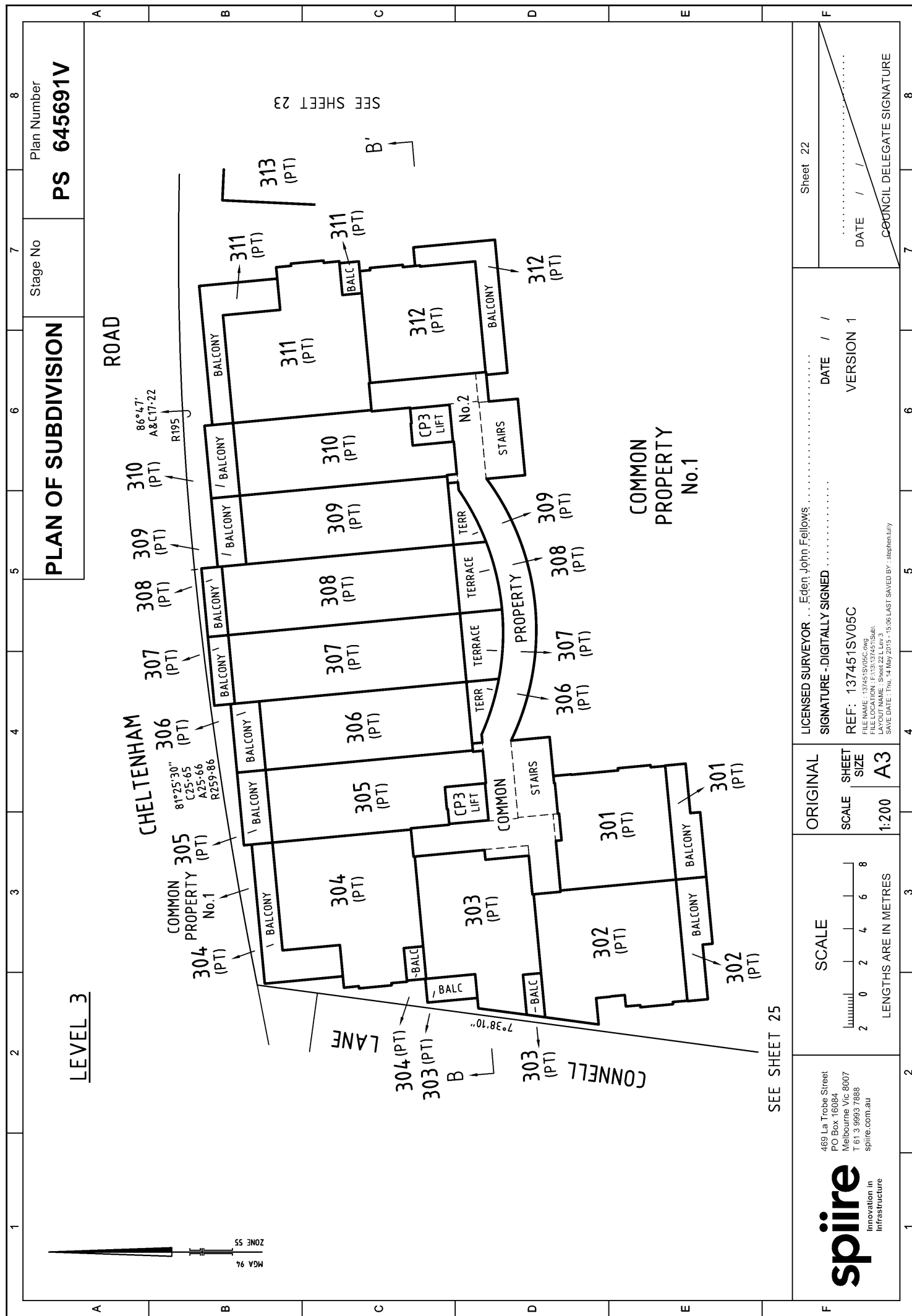


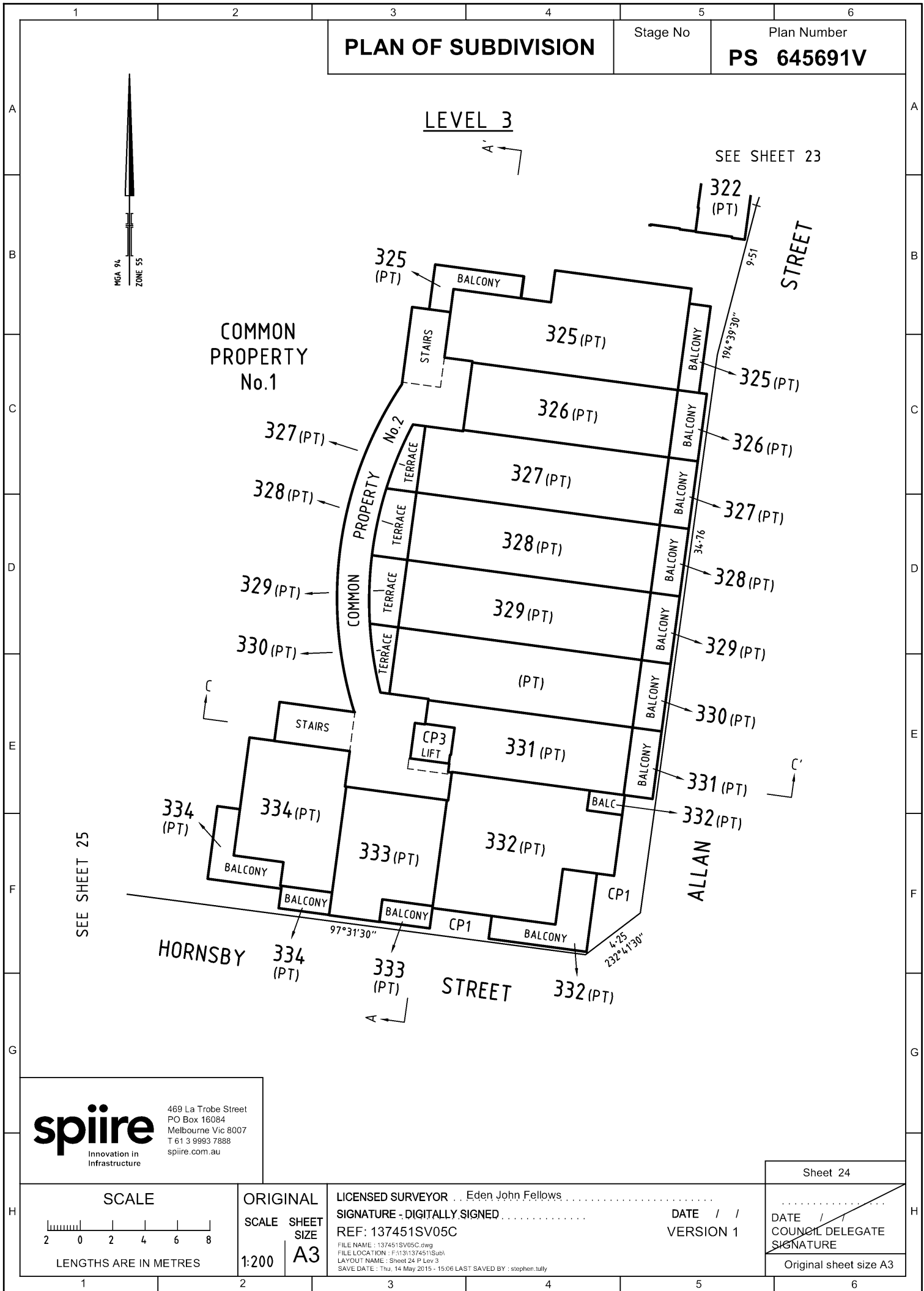


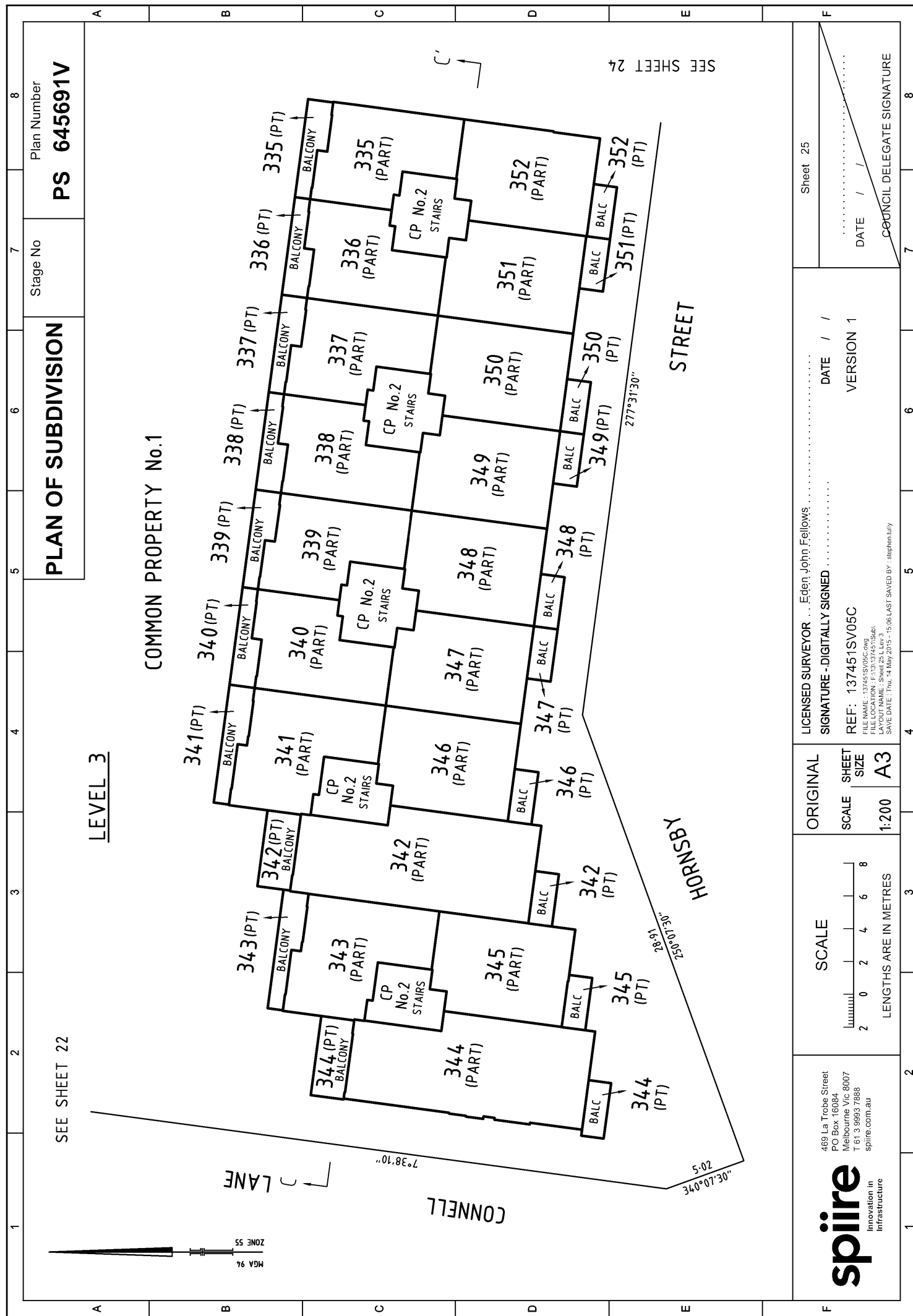


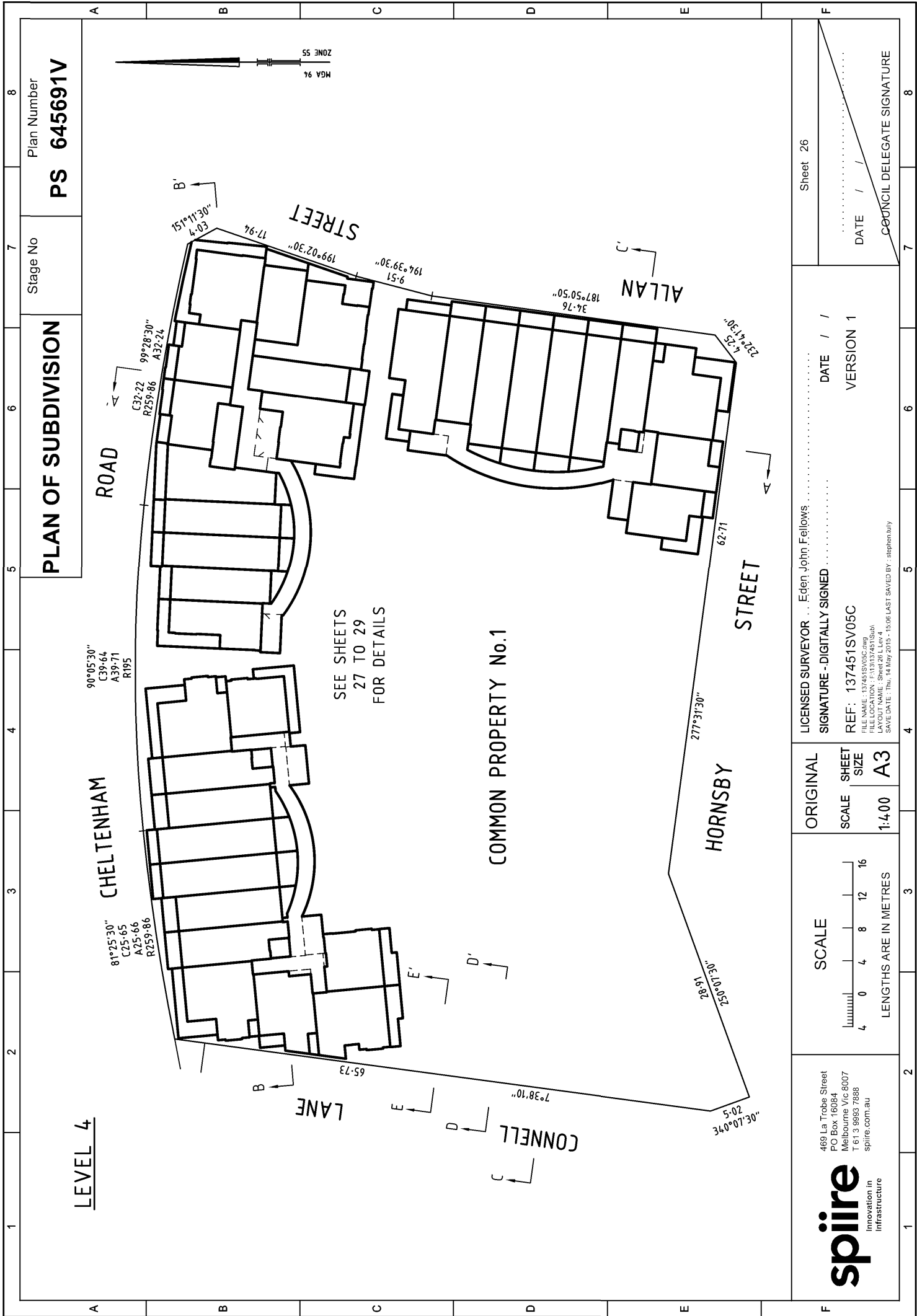


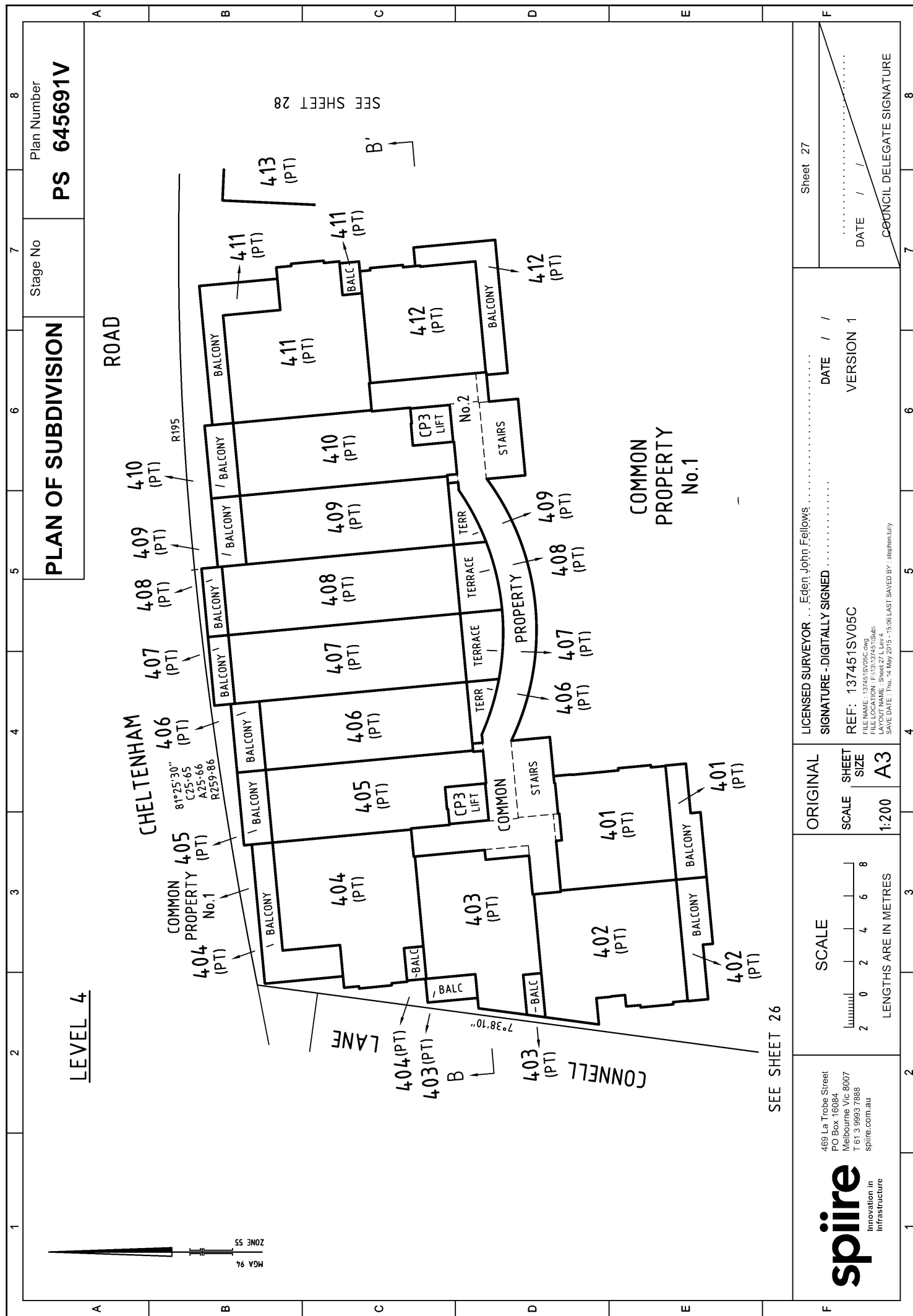


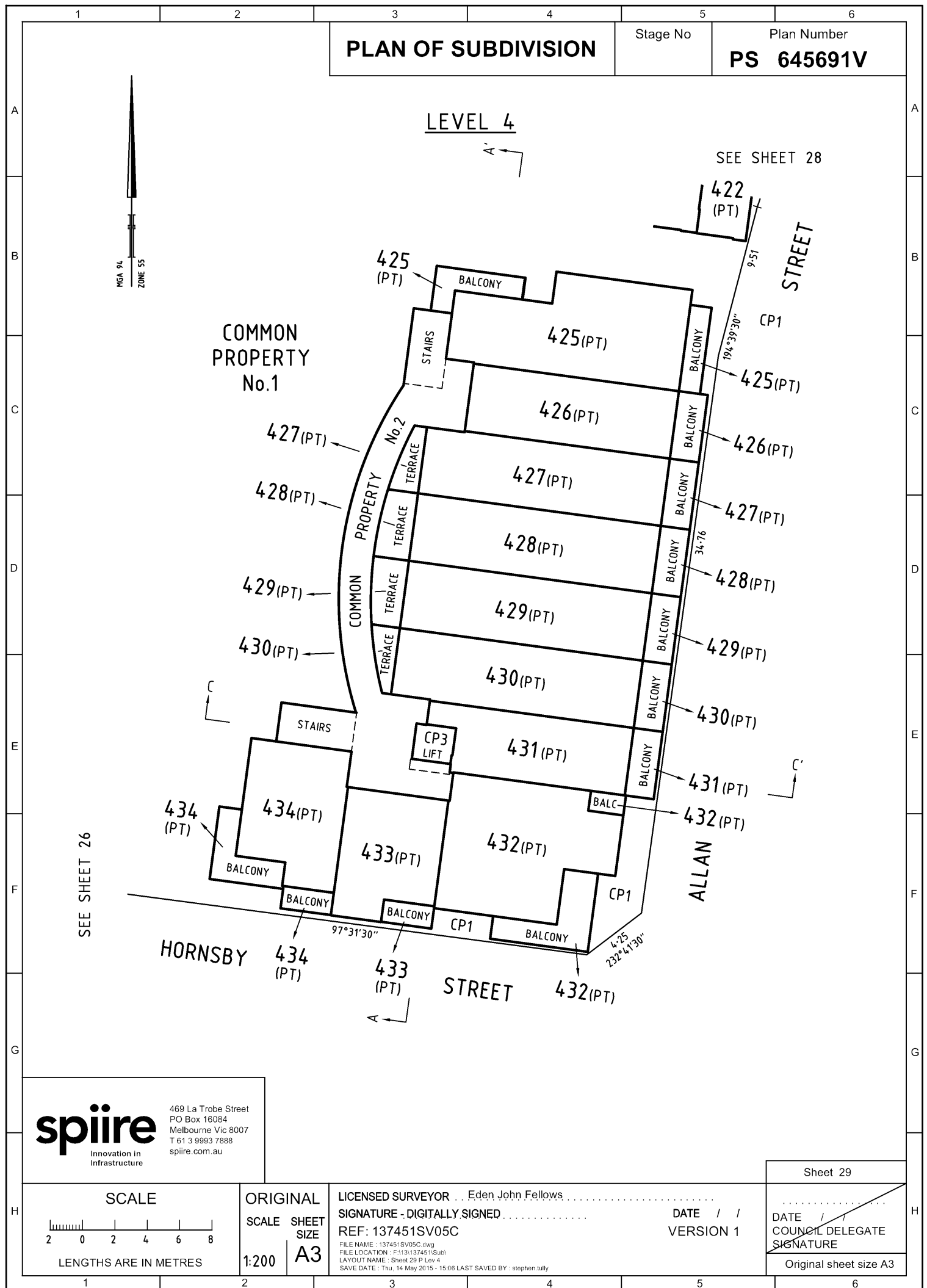


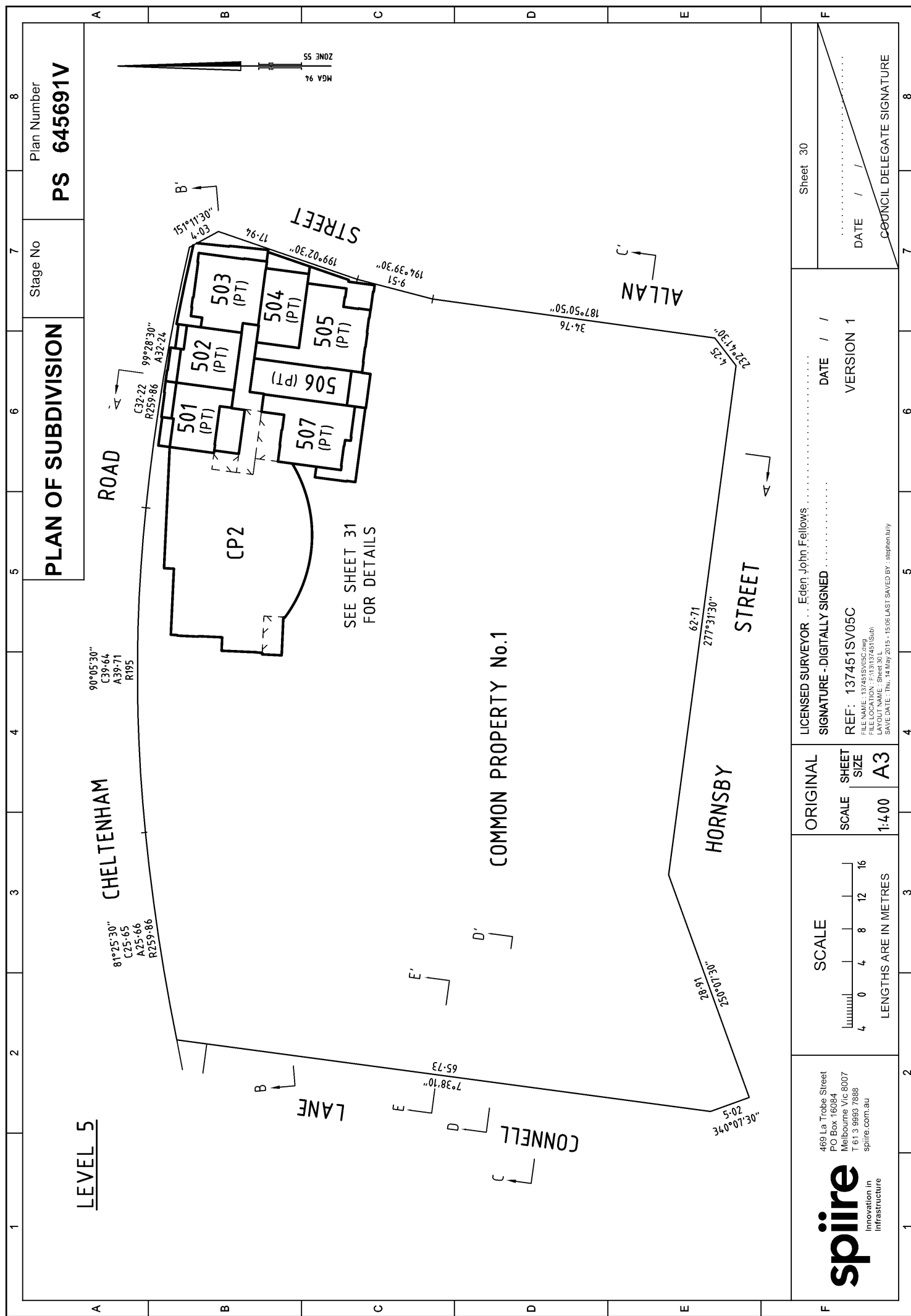


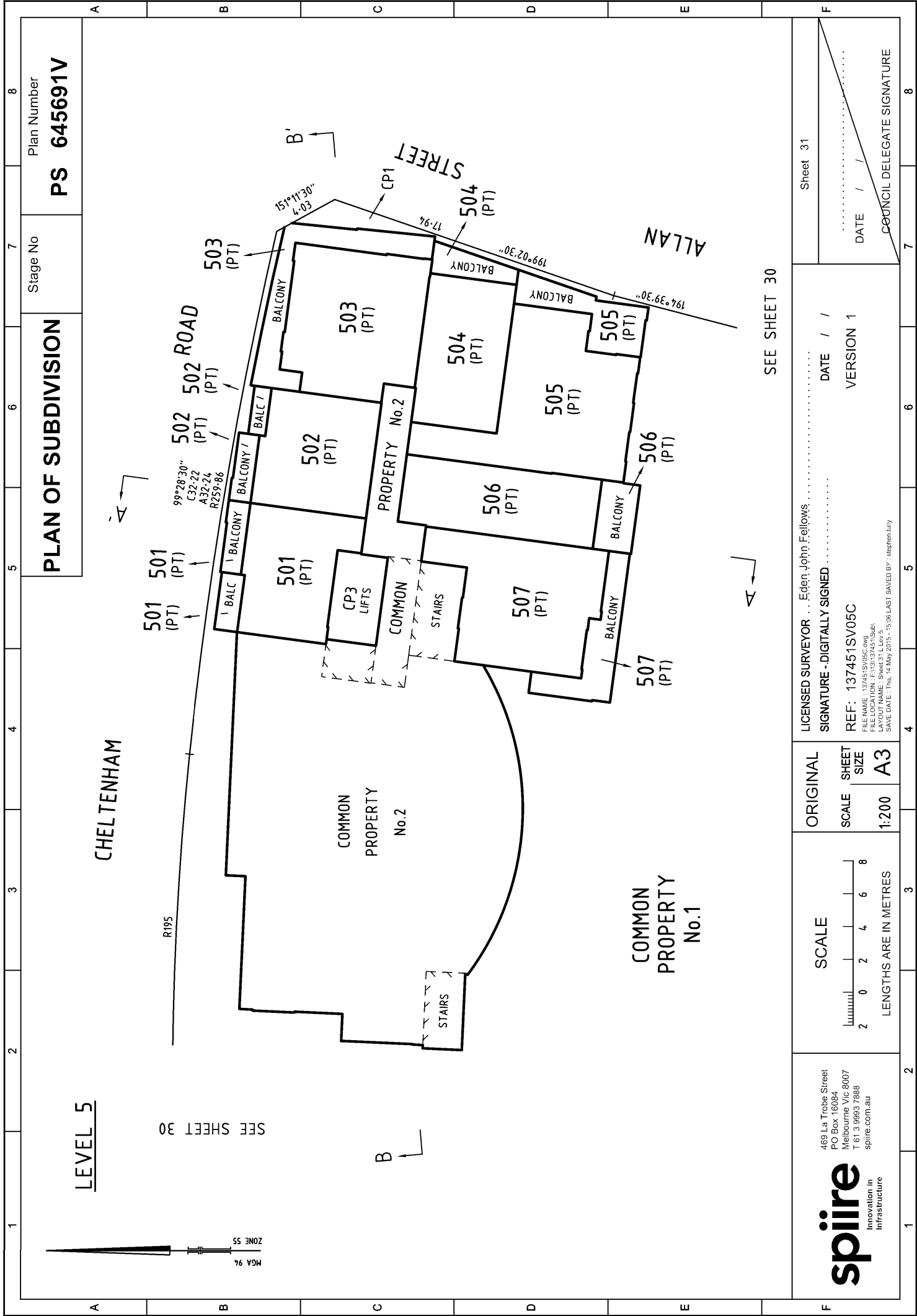


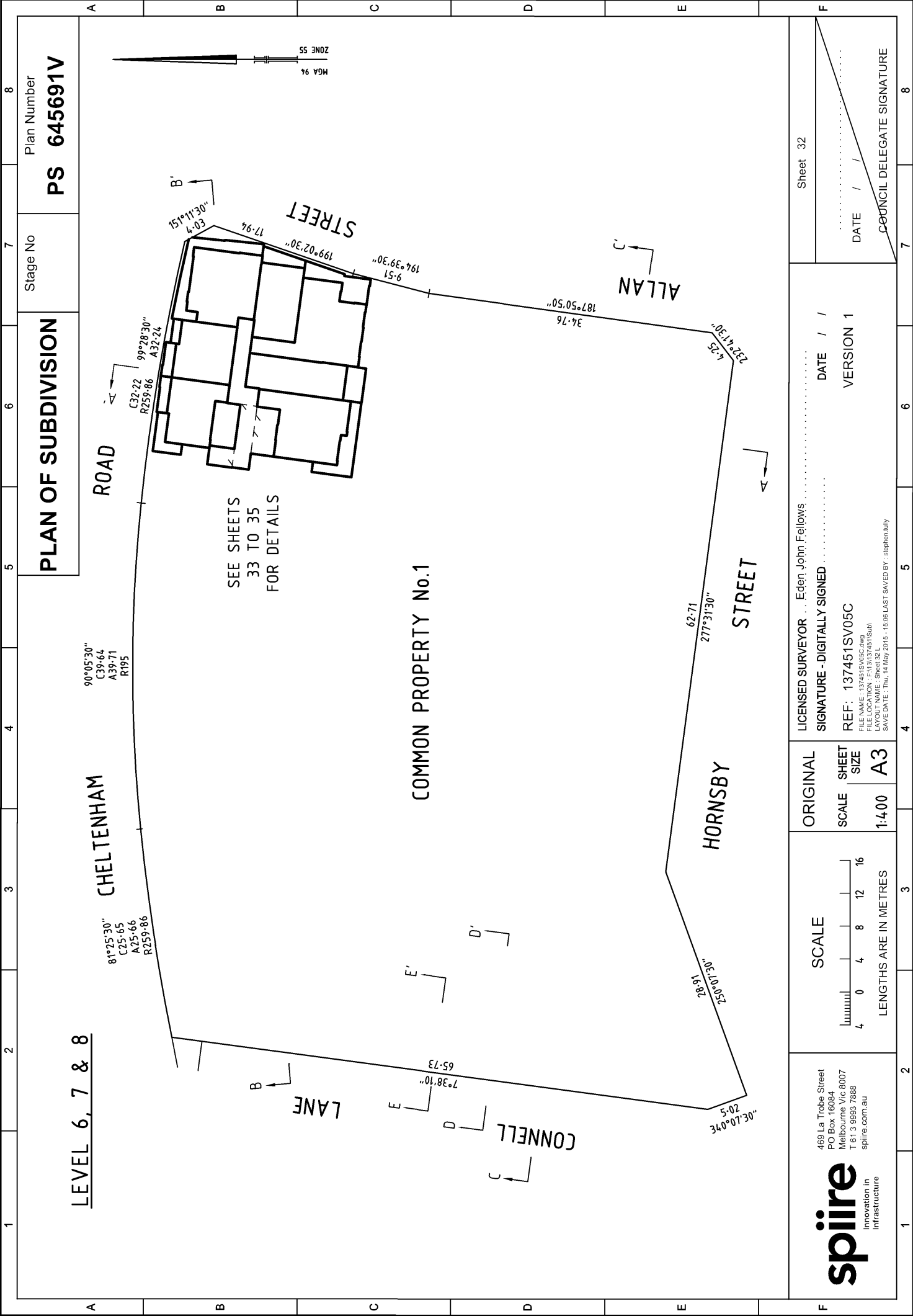


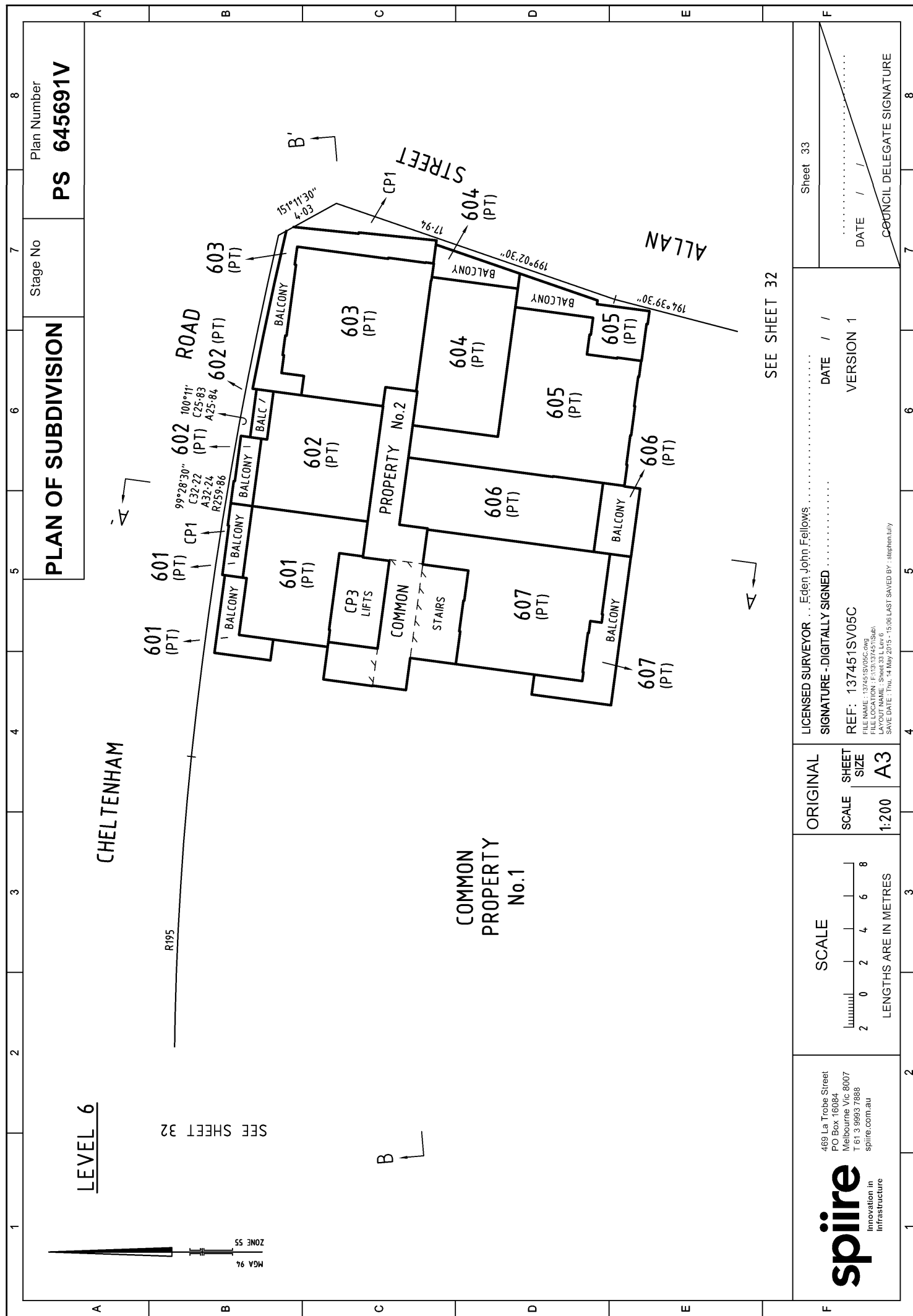


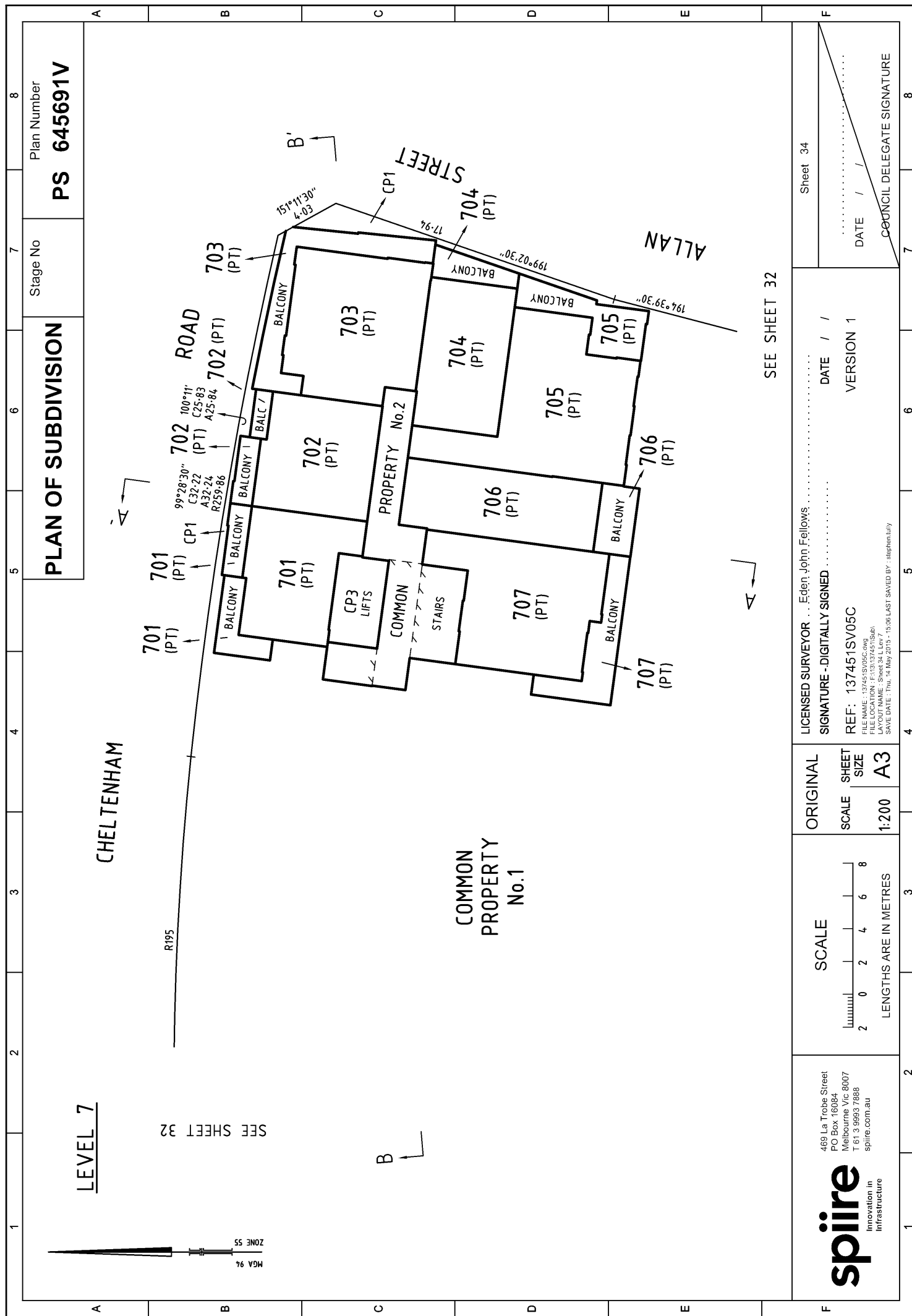


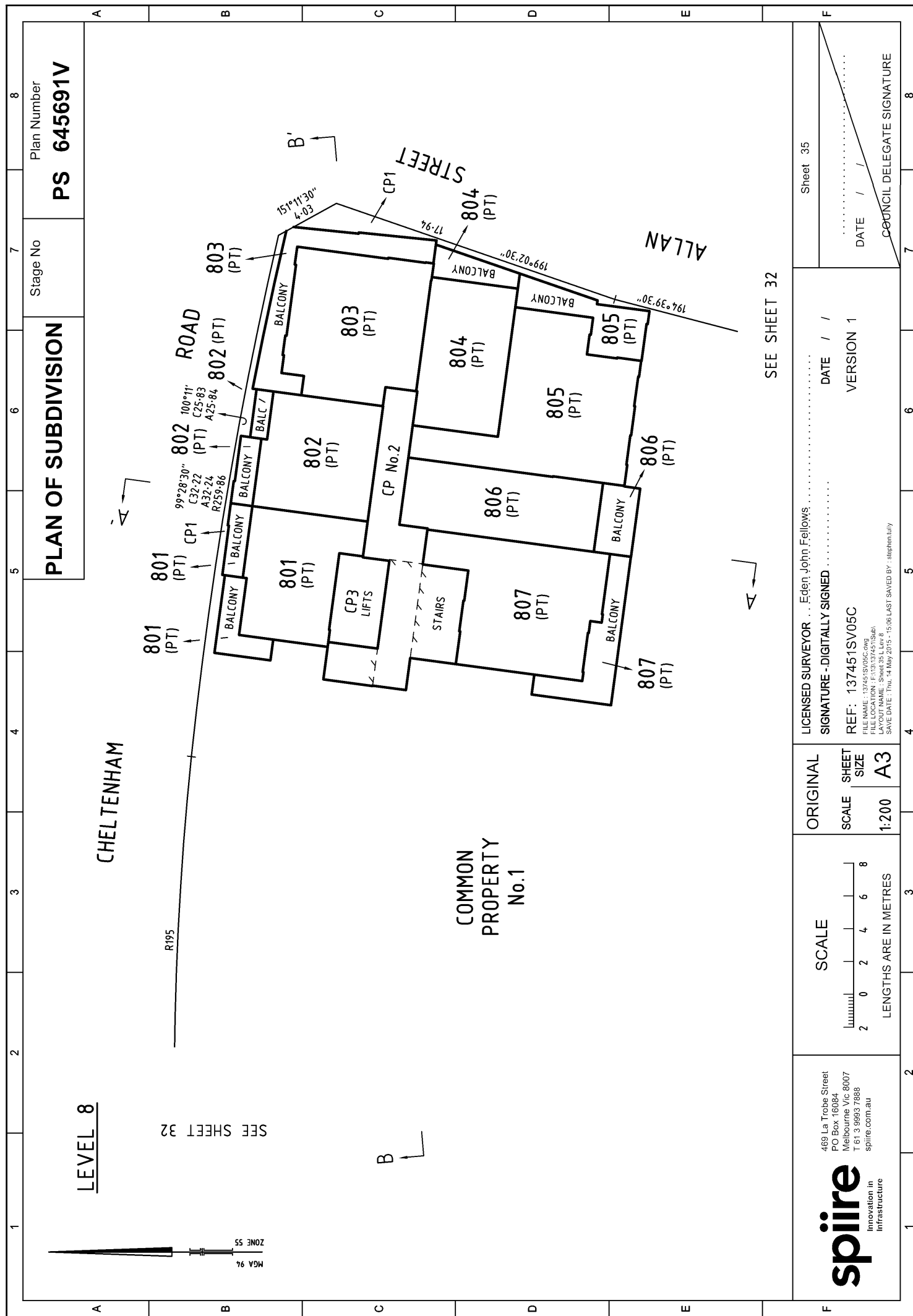




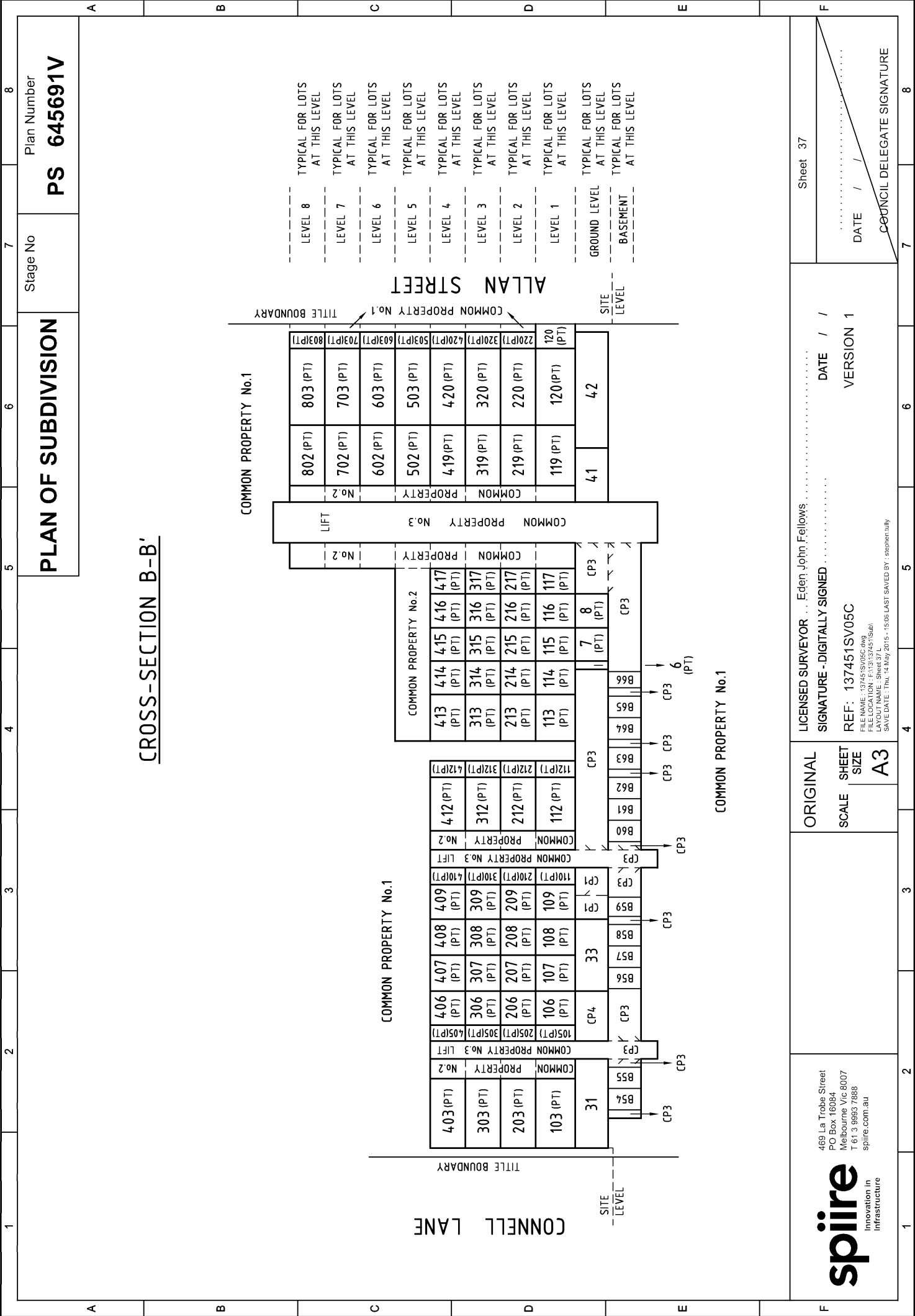


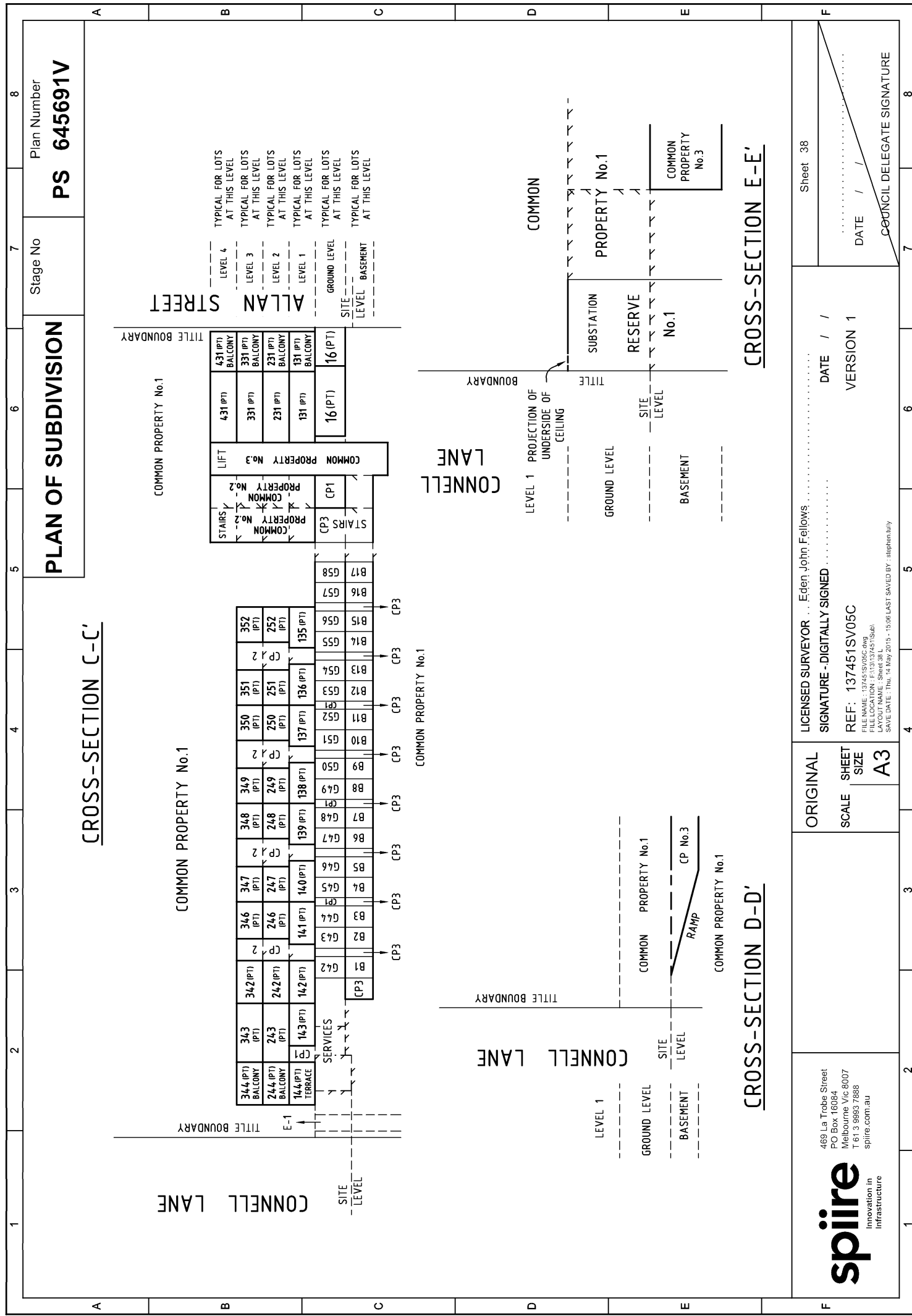






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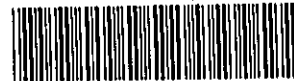
Transfer of Land

Creating an Easement and / or
Restrictive Covenant

Section 45 Transfer of Land Act 1958

AK900311G

14/02/2014 \$1362 45



Lodged by

Name: GARDENS

Phone: 03 9252 2555

Address: 24/600 BOURKE ST, MELBOURNE

Reference: FNN: MIT: 21310983

Customer Code: 15228H

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed –

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11200 Folio 323

Estate and Interest: (e.g. "all my estate in fee simple")

An estate in fee simple

Consideration:

\$3,905,000.00

Transferor: (full name)

GREATER DANDENONG CITY COUNCIL

Transferee: (full name and address including postcode)

BURBANK LAND CORPORATION PTY LTD ACN 138 175 210
of 36 Aberdeen Road, Altona 3018

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferee, for itself, its successors and transferees and the registered proprietors for the time being of the land transferred by this transfer ("Land"), covenants with the Transferor, its successors and transferees, and the other proprietors for the time being of the land comprised in Volume 11174 Folio 555 known as 67-79 Cheltenham Road, Dandenong, and with the intent that the burden of this covenant will bind and run at law and in equity with the Land and that the benefit of the covenant will attach to and run with the land comprised in Volume 11174 Folio 555 known as 67-79 Cheltenham Road, Dandenong, that the Transferee shall not construct any dwelling (as defined in the Greater

16561302A

Duty Use Only

T2

Page 1 of 2

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

Transfer of Land

Creating an Easement and / or
Restrictive Covenant

Section 45 Transfer of Land Act 1958

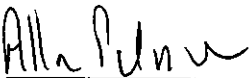
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Dated: 6/2/14

Parties: Greater Dandenong City Council and Burbank Land Corporation Pty Ltd ACN 138 175 210

Signatures of the Parties



Dandenong Planning Scheme) on the Land or modify any existing dwelling on the Land unless it is in accordance with the Metro 3175 Dandenong Urban Design Guidelines for Medium and High Density Development - Precinct 6, 7 and 8 issued by the Greater Dandenong City Council dated December 2010 unless otherwise approved by the Greater Dandenong City Council and it is intended that this covenant will be set out as an encumbrance on the certificate of title for the Land.

Dated: 6/2/14

Execution and attestation:

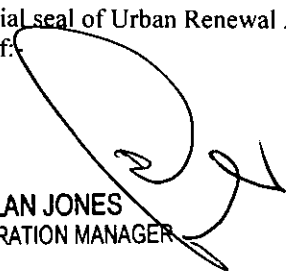
Signed for and on behalf of the GREATER DANDENONG CITY COUNCIL by its attorney, Urban Renewal Authority Victoria under Power of Attorney dated 13 December 2010 by the authorised representatives of Urban Renewal Authority Victoria affixing the official seal of Urban Renewal Authority Victoria in the presence of:



LEO HENNESSY

LEGAL SERVICES DIRECTOR

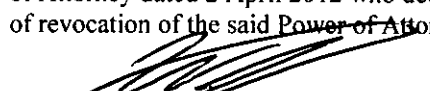


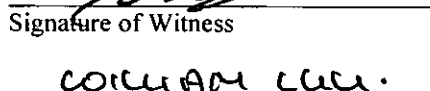

DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER

By executing this agreement the representatives certify that they are authorised to sign on behalf of Urban Renewal Authority Victoria and states that they have received no notice that their authority to do so has been revoked.


Signature

Executed by BURBANK LAND CORPORATION PTY LTD ACN 138 175 210 by ALLAN ROBERT PALMER under Power of Attorney dated 2 April 2012 who declares that he has no notice of revocation of the said Power of Attorney, in the presence of:


Signature of Witness


Name of Witness in full

16561302A

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Page 2 of 2

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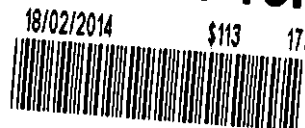
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Form 18

AK908740N



Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: GOC:MJD: 5240562
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Certificate of title volume 11200 folio 323

Responsible Authority: Greater Dandenong City Council of 39 Clow Street, Dandenong Victoria 3175

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date: 17 February 2014

Signature for Responsible Authority:

Name of officer:

JOHN BENNIE, CEO

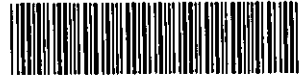
CR ANGELA LONG

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Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 6/2 12018/14 *msd*

Section 173 Agreement

Subject Land:
Lot 616 Stage 7, Metro Village, 3175

Greater Dandenong City Council
and

Burbank Land Corporation Pty Ltd
ACN 138 175 210

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Section 173 Agreement

Dated 6 / 2 / 2013 14 *MD*

Parties

Name	Greater Dandenong City Council
Address	39 Clow Street, Dandenong, Victoria 3175
Short name	Council

Name	Burbank Land Corporation Pty Ltd ACN 138 175 210
Address	36 Aberdeen Road, Altona, Victoria 3018
Short name	Owner

Background

- A. The Owner is entitled to be registered as proprietor of the subject land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. The Council has sold the subject land to the Owner on condition that the Owner enter into this Agreement with the Council.
- D. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Apartment Building means an apartment building in the form of an Approved Apartment Building to be constructed on the subject land.

Approval means any approval, permit, consent or anything else required from an Authority for the Works and includes the approval of an Apartment Building by the Metro Village Design Review Panel.

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Approval Process means the process for approval of the Concept Design Material and Project Documentation as set out in Schedule 3.

Approved Apartment Building means an Apartment Building as described in the Project Documentation which has been approved by the Metro Village Design Review Panel for construction on the subject land in accordance with the terms of this Agreement.

Authority includes any state or federal government, any semi or local government, any statutory, public or any other Person, authority, instrumentality or body having jurisdiction over the Works or the subject land or any part of them or anything in relation to them.

Builder means the builder of the Approved Apartment Building, being a registered building practitioner under the *Building Act 1993*.

Business Day means Monday to Friday excluding public holidays in Victoria.

Concept Design Material means the Builder's initial concept design for an Apartment Building on the subject land which must include such information as is requested from time to time by the Metro Village Design Review Panel including, but not limited to, information in relation to siting of the proposed Apartment Building, namely:

- (a) a plan drawn to scale which shows:
 - (i) the boundaries and dimensions of the subject land;
 - (ii) adjoining roads;
 - (iii) the location, height and purpose of buildings and works on adjoining land;
 - (iv) relevant ground levels;
 - (v) the layout of existing and proposed buildings and works;
 - (vi) all driveway, car parking and loading areas;
 - (vii) proposed landscape areas; and
 - (viii) all external storage and waste treatment areas.
- (b) the building envelope on the subject land and the proposed location of the Apartment Building within that envelope;
- (c) proposed setbacks;
- (d) presentation of the Apartment Building to any street frontage;
- (e) provision for open space; and
- (f) any potential for overshadowing;

Contract of Sale means the contract of sale of real estate pursuant to which the Council has sold the subject land to the Owner.

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including, where appropriate, all reasonable and proper fees paid to any consultants including engineers, architects, planners, lawyers or heritage architects or consultants;

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Development means the development and use of the subject land for an Approved Apartment Building in accordance with the following:

- (a) the Development Concept Plans;
- (b) the Planning Permit; and
- (c) the terms of this Agreement.

Development Concept Plans means the concept plans for the development and use of the subject land, being the plans and perspectives prepared by Peddle Thorp Architects as listed in Schedule 1, copies of which are available for inspection at the Council's offices.

dwelling has the same meaning as in the Scheme.

Estate means the development known as the Metro Village 3175 project at Dandenong developed by VicUrban on behalf of Council for residential and other purposes;

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, federal or otherwise;

Metro Village Design Review Panel means the design review panel constituted in accordance with, and referred to in, the Urban Design Guidelines;

Notice means any notice in writing, any statement in writing, any written material and any other written communication;

Owner means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.

Person includes any corporation and vice versa.

planning approval means and includes any planning permit issued in accordance with the Act.

Planning Permit means the Planning Permit referred to in the Contract of Sale.

practically completed or practical completion means the following:

- (a) the issue of an occupancy permit or certificate of final inspection pursuant to the Building Act 1993 in respect of the Development; and
- (b) the issue of a certificate of final completion of the Works issued by the builder engaged by the Owner to construct the Works; and
- (c) registration by the Registrar of Titles of a plan of subdivision of the subject land creating separate certificates of titles for each residential apartment within the Approved Apartment Building.

Project Documentation means the documentation referred to in Schedule 2 to this Agreement;

Property Restrictions mean the restrictions set out in any plan of subdivision under which the subject land and any other lots were or are created;

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Requirements include any requirement, Notice, order, direction, recommendation, stipulation or similar notification received from or given by any Authority or pursuant to any Law, whether in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed;

Scheme means the Greater Dandenong Planning Scheme.

Settlement Date means the date specified in the Contract of Sale.

subject land means Lot 616 on plan of subdivision number PS624750A, being the whole of the land in certificate of title volume 11200 folio 323 being situated at and known as Lot 616, Stage 7, Metro Village 3175 or any part of that land.

substantially commence or substantial commencement means the construction of not less than 5% of the budgeted construction works for the Development.

Termination Date means the date upon which this Agreement ends in accordance with Section 177 of the Act, namely on the last to occur of the following:

- (a) the Development being practically completed in accordance with the terms of clause 6.1.4 hereof; and
- (b) satisfaction of any other obligations of the Owner pursuant to this Agreement.

Urban Design Guidelines mean the *Metro Village 3175 Dandenong Urban Design Guidelines for Medium and High Density Development – Precincts 6, 7 and 8* dated December 2010, prepared by Design Urban Pty Ltd, as amended from time to time with the approval of the Minister for Planning and the Council, a copy of which is available for inspection at Council's offices.

VicUrban means the Victorian Urban Development Authority or its successor;

Works mean the construction of an Approved Apartment Building on the subject land including the connection of all services, installation of all fixtures, fittings, plant, equipment and chattels necessary or desirable for their use and all landscaping, fencing and ancillary or other works in accordance with the Project Documentation and any other works which the Owner is required to perform pursuant to the terms of this Agreement.

2. Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject land for the specified purposes and which are intended to achieve or advance the objectives of the Urban Design Guidelines.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each

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successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

4. Owner's Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme;
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner

6.1 Owner's Covenants

The Owner covenants that it will:

6.1.1 Comply with the Urban Design Guidelines

not construct any dwelling on the subject land or modify any existing dwelling on the subject land unless it is in accordance with the Urban Design Guidelines;

6.1.2 Comply with the Approval Process

fully comply with the Approval Process prior to the commencement of any Works unless the Works are otherwise approved of in writing by the Council;

6.1.3 Substantial Commencement of the Development

substantially commence the Development at its own cost by 3 March 2014;

6.1.4 Practical completion of the Development

practically complete the Development at its own cost by 19 June 2015;

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6.1.5 Construction of the Development

construct the Development in a proper and workmanlike manner;

6.1.6 Fibre to the Home

ensure that prior to selling any lots within the Development to prospective purchasers, the Owner fully discloses to such purchasers all relevant arrangements, processes and costs associated with the provision of telecommunications services to apartments within the Development through the use of fibre optic cabling technologies and the rights and obligations of the prospective purchaser with respect to connection to and use of such fibre optic cabling technologies.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

6.3 Compliance

The Owner covenants to:

6.3.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;

6.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and

6.3.3 take all necessary steps to comply with the obligations of each clause in this Agreement.

6.4 Registration

The Owner covenants to:

6.4.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and

6.4.2 do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

6.5 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

6.6 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and remain a charge on the subject land.

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6.7 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6.8 Non-Compliance

If the Owner has not complied with this Agreement within 14 days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

- 6.8.1 to allow the Council its officers, employees, contractors or agents to enter the subject land and rectify the non-compliance;
 - 6.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance which (until paid) are and remain a charge on the subject land;
 - 6.8.3 upon the request of the Council, to execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement and acknowledges that any breach of this Agreement is deemed to be a default under the mortgage;
 - 6.8.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys outstanding under this Agreement until they are paid in full;
- and the Owner agrees:
- 6.8.5 to accept a certificate signed by the Chief Executive of the Council (or nominee of the Chief Executive) as prima facie proof of the costs and expenses incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and
 - 6.8.6 that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Council and then applied in repayment of the principal sum.

6.9 Standard of Works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

6.10 Council Access

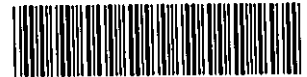
The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement. The Council and its officers, employees, contractors or agents are to provide notice at least 24 hours prior to entering the subject land.

7. Covenant of Council

The Council covenants that it will observe its obligations as specified in the Approval Process in respect of the Owner's application lodged in accordance with such Approval Process.

AK908740N

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8. GST

8.1 GST Exclusive

Except as otherwise provided by this clause, all Consideration payable under this Agreement in relation to any Supply is exclusive of GST.

8.2 Increase in Consideration

To the extent that any Supply under this Agreement constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (GST Amount), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

8.3 Payment of GST

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Agreement, without any right of set-off or deduction (unless otherwise provided in this Agreement).

8.4 Reimbursements

If this Agreement requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier, the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

8.5 Tax Invoice

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

8.6 Adjustments & Adjustment Notes

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

8.7 Definitions

For the purposes of this clause:

Adjustment has the same meaning given to that term in the GST Act.

Adjustment Note has the same meaning given to that term in the GST Act.

Consideration means, except as otherwise provided, any consideration payable under this agreement in return for a Taxable Supply, but does not include any amount on account of GST.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

GST has the same meaning given to that term in the GST Act.

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Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

Real Property has the same meaning given to that term in the GST Act.

Recipient has the same meaning given to that term in the GST Act.

Supply has the same meaning given to that term in the GST Act.

Supplier means the entity making a Supply to the Recipient.

Tax Invoice has the same meaning given to that term in the GST Act.

Taxable Supply has the same meaning given to that term in the GST Act.

9. Power of Attorney

9.1 The Owner acknowledges and agrees with the Council, that if clause 6.8 applies, the Owner appoints the Council and any persons deriving title under the Council, as the attorney of the Owner for the purposes of carrying out the Owner's obligations under this Agreement if the Owner fails to do so.

9.2 The Council may not execute any documents under this power of attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 14 days after the date of service by Council of a notice specifying such non-compliance pursuant to clause 6.8.

10. General

10.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

10.2 No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

10.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

10.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of

AK908740N



subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

11. Ending of Agreement

11.1 This Agreement ends on the Termination Date.

11.2 As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

12. Notices

12.1 Service of Notice

A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

12.1.1 personally on the party; or

12.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or

12.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

12.2 Time of Service

A notice or other communication is deemed served:

12.2.1 if served personally, upon service;

12.2.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 7 Business Days after posting;

12.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or

12.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a Business Day, at 9.00 am on the next Business Day.

13. Interpretation

In this Agreement, unless expressed or implied to the contrary:

13.1 undefined terms or words have the meanings given in the Act or the Scheme;

13.2 the singular includes the plural and the plural includes the singular;

13.3 a reference to a gender includes a reference to the other genders;

- 13.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 13.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 13.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 13.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 13.8 where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 13.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 13.10 the Recitals to this Agreement form part of this Agreement.

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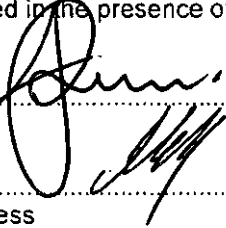
173



Signing Page

Executed by the parties

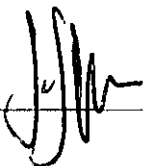
The Common Seal of the Greater
Dandenong City Council was hereunto
affixed in the presence of:

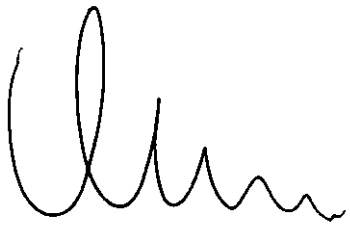

.....
.....
Witness

Chief Executive Officer

Councillor

Executed by Burbank Land Corporation
Pty Ltd ACN 138 175 210 in accordance with
section 127(1) of the Corporations Act 2001 by
being signed by authorised persons for the
company:


.....
Director


.....
Director (or Company Secretary)

Jarrod Mark Leonard Sanfilippo
Full name

Anthony Edward Sanfilippo
Full name

36 Aberdeen Road, Altona.
Usual address

21 Slough Road, Altona.
Usual address

_____ as Mortgagee under Instrument of Mortgage No.
_____ dated _____ which encumbers the subject land consents to
the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this
Agreement.

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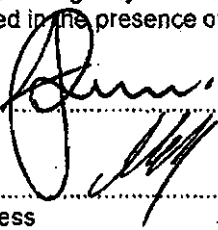
173



Signing Page

Executed by the parties

The Common Seal of the Greater
Dandenong City Council was hereunto
affixed in the presence of:

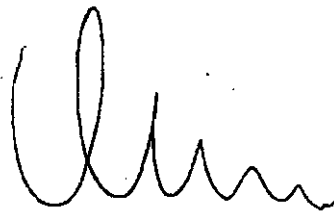

.....
Witness

Chief Executive Officer

Councillor

Executed by Burbank Land Corporation
Pty Ltd ACN 138 175 210 in accordance with
section 127(1) of the Corporations Act 2001 by
being signed by authorised persons for the
company:


.....
Director


.....
Director (or Company Secretary)

Jamrod Mark Leonard Sanfilippo
Full name

Anthony Edward Sanfilippo
Full name

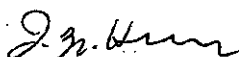
36 Aberdeen Road, Altona.
Usual address

21 Slough Road, Altona.
Usual address

National Australia Bank Limited as Mortgagee under Instrument of Mortgage No.
dated 20/11/2013 which encumbers the subject land consents to
the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this
Agreement.

Executed by National Australia Bank Limited
by its Attorney

SOKUNTHEA DUL
who holds the position of Level 3 Attorney under
Power of Attorney dated 1/03/2007 (a certified
copy of which is filed in Permanent Order Book)
277 Page No 25 Item 3) in the presence of:)
ATTORNEY



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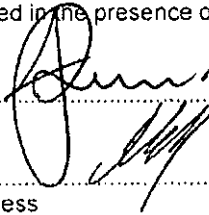
173



Signing Page

Executed by the parties

The Common Seal of the Greater
Dandenong City Council was hereunto
affixed in the presence of:

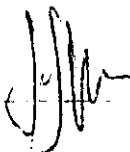

.....
Witness

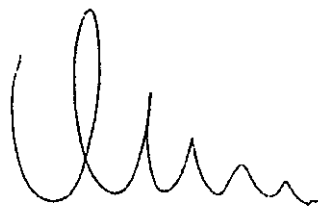
Chief Executive Officer

Councillor



Executed by Burbank Land Corporation
Pty Ltd ACN 138 175 210 in accordance with
section 127(1) of the Corporations Act 2001 by
being signed by authorised persons for the
company:


Director


Director (or Company Secretary)

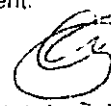
James Mark Leonard Sanfilippo
Full name

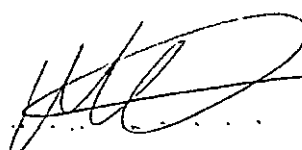
Anthony Edward Sanfilippo
Full name

36 Aberdeen Road, Altona
Usual address

21 Slough Road, Altona
Usual address

WIN 14E22 NO 89 PT 1M as Mortgagee under Instrument of Mortgage No.
dated _____ which encumbers the subject land consents to
the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this
Agreement.


.....
DIRECTOR
Leon Gryfenberg


.....
DIRECTOR
Mark Harrison

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Schedule 1

Development Concept Plans

Peddle Thorpe Architect plans and perspectives for Lot 616 Cheltenham Road, Metro Village, being Plans TP-110, 112-120 (inclusive), 122, 200-205 (inclusive) and 300-302 (inclusive).

The Plans which are Schedule 1 have been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes. Copies of the plans identified are included in each of the counterparts of this Section 173 Agreement which are held by:

1. the Responsible Authority; and
2. the Owner of the Land as at the date the Section 173 Agreement was executed.

A copy of the counterpart agreement together with Schedule 1 is available for inspection at Council offices during normal business hours or giving Council reasonable notice.

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Schedule 2

Project Documentation

- plans (1:200) including:
 - a) dimensions and areas of proposed structures;
 - b) setbacks to all boundaries and private open space dimensions;
 - c) original and proposed finished ground levels, including changes in level;
 - d) allotment boundaries, dimensions, areas and north point;
 - e) vehicle entries and exits
 - f) details of all street built edging including height and materials
 - g) vehicle parking, access, loading and servicing – including without limitation bike parking and access for those with limited mobility
 - h) public access to any building and public accessible space within any building (including materials, furniture, lighting and hours of access)
 - i) community spaces or facilities including without limitation access, facilities and views;
 - j) public art or artistic components
 - k) advertising and signage for other than residential uses
 - l) infrastructure (including functional design with street cross sections and Levels, traffic and transport design, road safety audit, pavement type, materials and finishes, street furniture, way finding, lighting, services locations and capacity, landscaping treatments and irrigation)
- floor plans, roof plan and elevations (1:200) including:
 - a) internal layout including rooms, balconies, verandahs, decks, windows, openings and dimensions;
 - b) elevations, indicating proposed building height;
 - c) sections;
 - d) streetscape elevations.
 - e) external building design relating to façade, elevations, materials, setbacks, heights, roof profiles, massing, ground level and street frontages (shopfront details) and energy efficiency
 - f) overshadowing
- materials and colour schedule including:
 - a) building materials proposed to be used for external walls, roofing, pathways, driveways, fencing, retaining walls; and

- b) colour schedule for external walls, roofing, pathways, driveways and fencing.
- environmental response
 - details of all drainage works, driveways, vehicle parking and loading areas;
 - detailed landscape plan which includes a description of vegetation to be planted, the surfaces to be constructed, site works specifications and method of preparing, draining, watering, maintaining and monitoring the landscape areas;
 - report that details a comprehensive response to the 11 Elements (being Urban Form, Public Realm, Building Controls, Architecture, Landscape, Access, Servicing, Signage, Phasing, Retail and Environmental Responsiveness) described in the Urban Design Guidelines;
 - and any other documentation required or contemplated by this Agreement which is Required by the Metro Village Design Review Panel to be prepared in relation to the Works (subject to any variations made in accordance with this Agreement);
 - wind/weather protection; and
 - commercial waste disposal plan.

Note: The Builder must provide all Project Documentation in hard copy and as electronic files (PDF and drawing files).

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Schedule 3

Approval Process

1. Concept Design Material

Before commencing any Works on the subject land, the Owner must ensure that the Builder shall at its Cost prepare or cause to be prepared and submitted to the Metro Village Design Review Panel for preliminary review the Concept Design Material.

2. Preliminary Review Assessment

Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder in writing within 10 Business Days of the Metro Village Design Review Panel receiving the Concept Design Material whether the Metro Village Design Review Panel approves in principle or disapproves of the whole or any part of the Concept Design Material.

3. Non-Approval of Concept Design Material

If the Metro Village Design Review Panel:

3.1 does not approve in principle the Concept Design Material; or

3.2 requires any documentation in addition to that which has been submitted by the Builder in order to consider the Builder's request for in principle approval of the Concept Design Material,

then Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder of the reasons for disapproval or the additional documentation required and the Owner must ensure that the Builder at its Cost revises the Concept Design Material or provide the additional documentation in the manner required to obtain the in principle approval of the Metro Village Design Review Panel to the Concept Design Material or revised Concept Design Material. The approval period under clause 2 of this Schedule 3 does not include the time that the Builder takes to provide the revised Concept Design Material or additional documentation.

4. Builder to prepare and submit Project Documentation

Before commencing Works on the subject land, the Owner must ensure that the Builder at its Cost, after the Metro Village Design Review Panel has given in principle approval to the Concept Design Material, immediately prepares or causes to be prepared and submitted to the Metro Village Design Review Panel for approval the Project Documentation which must be consistent with the Concept Design Material already approved in principle by the Metro Village Design Review Panel. When preparing the Project Documentation, the Owner must ensure that the Builder incorporates into or complies with or achieves (as the case may be):

- 4.1 any technical, engineering, construction or other requirements of any Authorities;
- 4.2 the Property Restrictions;
- 4.3 the Urban Design Guidelines;
- 4.4 all Approvals;
- 4.5 all Laws and Requirements; and

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- 4.6 an energy rating which complies with the requirements of all planning and building legislation as may be amended from time to time.

5. Approval by the Design Review Panel of Project Documentation

- 5.1 Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder in writing within 20 Business Days of the Metro Village Design Review Panel receiving the Project Documentation whether the Metro Village Design Review Panel approves or disapproves of the whole or any part of the Project Documentation.

- 5.2 If the Metro Village Design Review Panel:

5.2.1 does not approve the Project Documentation; or

5.2.2 requires any documentation in addition to that which has been submitted by the Builder,

then Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder of the reasons for disapproval or the additional documentation required and the Owner must ensure that the Builder at its own Cost revises the Project Documentation or provides the additional documentation in the manner required to obtain the approval of the Metro Village Design Review Panel to the Project Documentation or revised Project Documentation. The approval period referred to in clause 5.1 of this Schedule 3 does not include the time that the Builder takes to provide the revised Project Documentation or to provide the additional documentation.

6. Approved Apartment Building

When the Metro Village Design Review Panel approves the Project Documentation for an Apartment Building on the subject land, that Project Documentation will then become an Approved Apartment Building for the subject land and will be eligible for submission to the responsible authority for approval under the Greater Dandenong Planning Scheme.

7. Variation of Project Documentation

- 7.1 If the Builder wishes to propose any variation to approved Project Documentation, the Builder may from time to time request the Metro Village Design Review Panel to approve the variation.

- 7.2 If the Builder submits a request in accordance with clause 7.1 of this Schedule 3, the Owner must ensure that the Builder submits to the Metro Village Design Review Panel sufficient details of the proposed variation to allow the Metro Village Design Review Panel to properly consider the request.

8. Approval by the Design Review Panel of Variation to Project Documentation

Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder in writing within 20 Business Days of receiving a request for variation of any Project Documentation whether the Metro Village Design Review Panel approves or disapproves of the variation to the Project Documentation.

9. Non-approval by the Design Review Panel of Variation to Project Documentation

If the Metro Village Design Review Panel:

- 9.1 does not approve the variation to the Project Documentation; or

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- 9.2 requires any documentation in addition to that which has been submitted by the Builder to consider the request for variation to the Project Documentation,

then Council must use its reasonable endeavours to have the Metro Village Design Review Panel notify the Builder of the reasons for disapproval or the additional documentation required and the Owner must ensure that the Builder at its Cost revises the request for variation to the Project Documentation or provides the additional documentation in the manner required to obtain the approval of the Metro Village Design Review Panel to the variation. The approval period referred to in clause 8 of this Schedule 3 does not include the time that the Builder takes to provide the revised request for variation to the Project Documentation or to provide the additional documentation.

10. Request for another Approved Apartment Building on the subject land

If there is already an Approved Apartment Building for the subject land, but the Owner wishes to construct a different Apartment Building on the subject land than that Approved Apartment Building, the Owner must ensure that the Builder complies with the provisions of this clause in relation to the proposed new Apartment Building as if an Approved Apartment Building did not exist for the subject land and obtain:

- 10.1 in principle approval to the Concept Design Material; and

- 10.2 final approval of the Project Documentation,

for the new Apartment Building before Works to construct it commence.

11. Builder remains responsible for documentation

The approval or disapproval of any Project Documentation by the Metro Village Design Review Panel does not remove from the Builder the responsibility for the correctness, accuracy or sufficiency of that Project Documentation.

12. Builder retains responsibility for Builder's Works

- 12.1 Neither the requirement to obtain the Metro Village Design Review Panel's approval nor any such approval given by the Metro Village Design Review Panel pursuant to this Agreement in any way imposes expressly or by implication any duty, obligation or liability upon Council in relation to the Works.

- 12.2 The Owner acknowledges and confirms without reservation that the Owner and the Builder:

- 12.2.1 are relying entirely on the Builder's own skill and judgment and that of its employees, consultants and agents in relation to the design, planning and carrying out of the Works, the choice of materials and plant and the supervision of the construction of the Works and that the Owner and the Builder are in no way relying upon the skill and judgment of Council or any of Council's Employees, consultants and agents in relation to the Works;

- 12.2.2 recognises that the approval of the Metro Village Design Review Panel provided for in this Agreement is intended merely as a procedure to enable Council to protect its legitimate interests in achieving a high quality built form urban design outcome in the Estate and, without limitation, does not remove from the Builder or in any way exonerate the Builder of the responsibility of the Builder for the carrying out of the Works.

13. General

The Owner must work collaboratively with Council (and ensure that the Builder does likewise) to prepare the required Concept Design Material and Project Documentation to

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ensure that it is of a suitable standard prior to being lodged for approval in accordance with this Approval Process.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Cindy Conveyancing Pty Ltd
22 wisteria Place
SPRINGVALE SOUTH 3172

Client Reference: 25.3963

NO PROPOSALS. As at the 17th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 112 80 CHELTENHAM ROAD, DANDENONG 3175
CITY OF GREATER DANDENONG

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

Date of issue: 17th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78446027 - 78446027083339 '25.3963'

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 112 80 CHELTENHAM ROAD
SUBURB: DANDENONG
MUNICIPALITY: GREATER DANDENONG
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 90 Reference B8

DATE OF SEARCH: 17th October 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020 and Local Government (Land Information) Regulations 2021

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

Issue Date: **20 October 2025**

Certificate No: **e1368/2026**

Your Reference: **25.3963**

Agents Reference: **78446027-029-5**

Property No.: **484550**

Applicant:

**Secure Electronic Registries Pty Ltd
Locked Bag 20005
MELBOURNE VIC 3001**



Property Address: **112/80 Cheltenham Road DANDENONG VIC 3175**

Property Description: **Lot 112 PS 645691 Vol 11553 Fol 039**

AVPCC: **Strata Unit / Flat (125)**

Site Value: \$ **20,000** Capital Improved Value: \$ **240,000** Net Annual Value: \$ **12,000**

Level of Value Date: **1/01/2025**

Effective Date of Valuation : **1/07/2025**

Rates are levied on the Capital Improved Value.

Following settlement, please send Notice of Acquisition to Council@cgd.vic.gov.au

RATES, CHARGES AND OTHER MONIES For Year Ending 30th June, 2026

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

	Arrears	Current
Rate		367.65
Emergency Services Volunteer Fund		177.50
TOTAL CHARGES		\$545.15
Payment/Adjustments		-545.15
BALANCE DUE		\$0.00

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2025; 30/11/2025; 28/02/2026; 31/05/2026.**



LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **112/80 Cheltenham Road DANDENONG VIC 3175**

Property No.: **484550**

Certificate No.: **e1368/2026**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Applicable - For specified flood levels, please contact Council's Building Department on (03) 8571 1515
- F.** Other Information:
Applicable - This Property lies within the Revitalising Central Dandenong Declared Project Area and an Infrastructure Recovery Charge may be levied for any development (building works or subdivisions). See Revitalising Central Dandenong website <http://www.places.vic.gov.au/precincts-and-development/revitalising-central-dandenong> for more information or phone Urban Renewal Authority on 8317 3400.

Important Notes:

1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Department on ☎ (03) 8571 5128

It is acknowledged that Council has received the sum of thirty dollars and sixty cents (\$30.60) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer



Sally Wright,
Rates and Revenue Coordinator

CINDY CONVEYANCING PTY LTD
E-mail: cindyconveyancing@gmail.com

Statement for property:
APARTMEN 112 LOT 112 80
CHELTENHAM ROAD DANDENONG
3175
112 PS 645691

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47D//09009/231	25/3963	03 NOVEMBER 2025	50700778

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

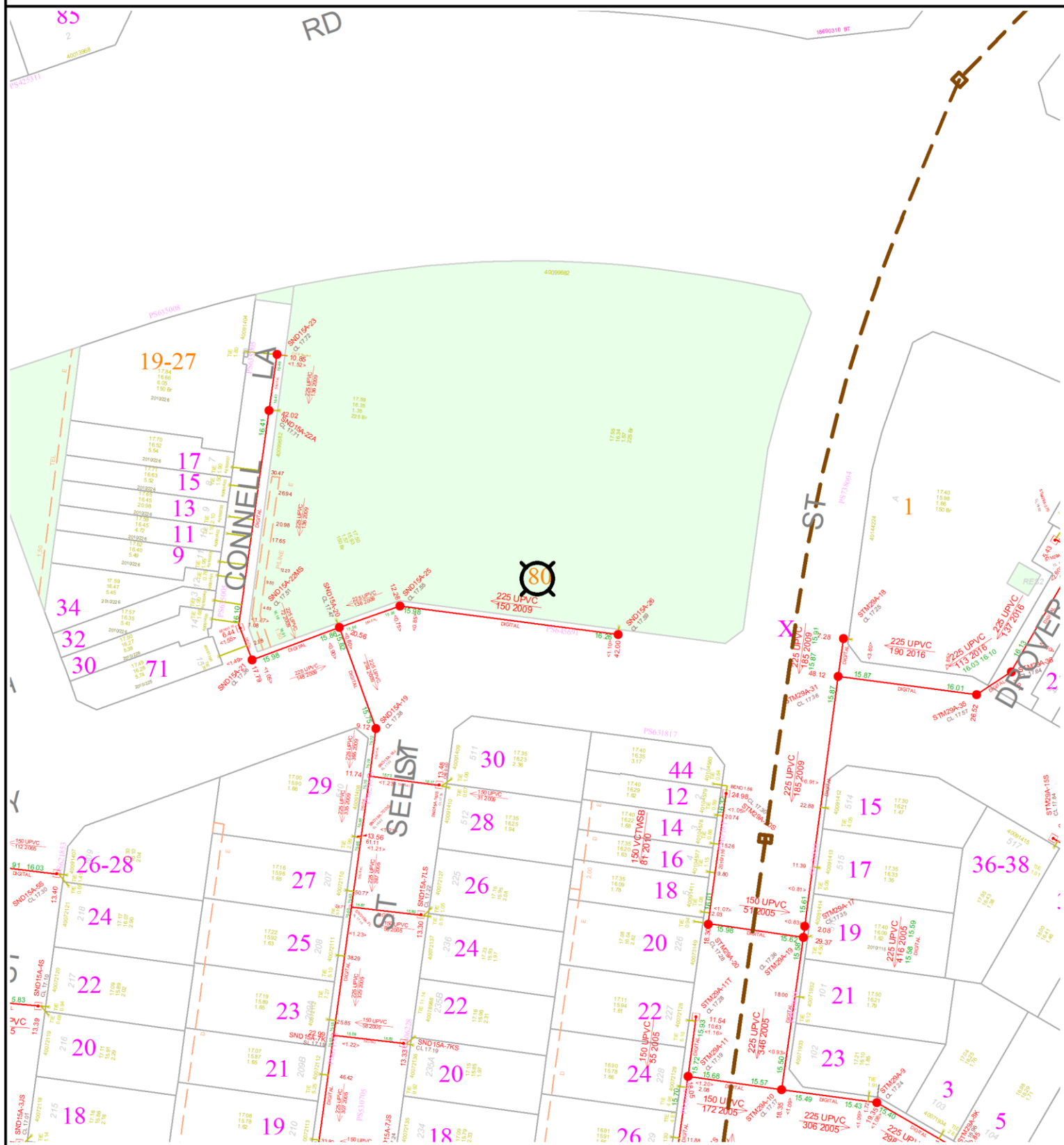
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



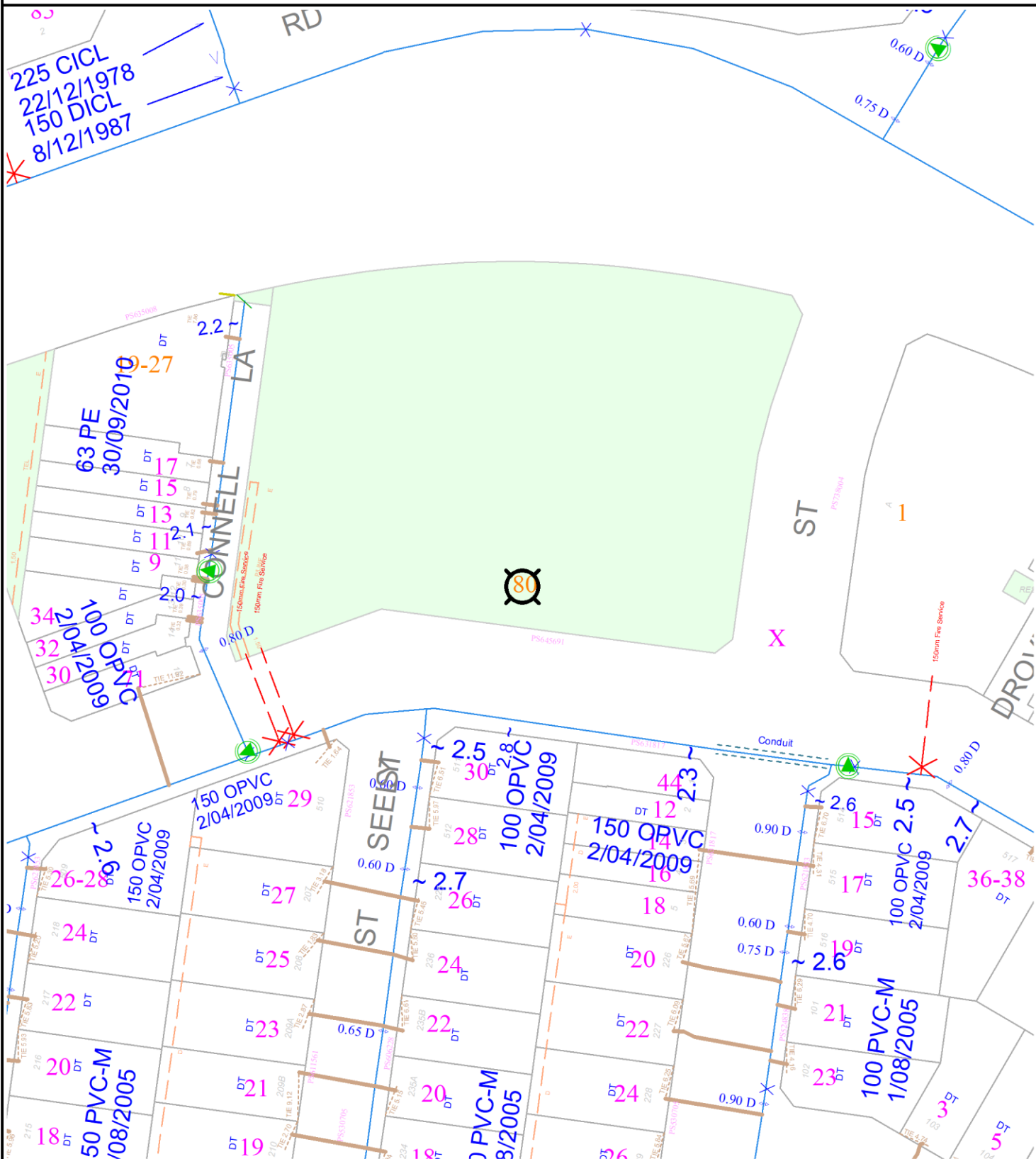
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets

 Sewer Main
 Underground Drain
 Natural Waterway

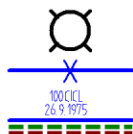
 Maintenance Hole
  Channel Drain
  Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

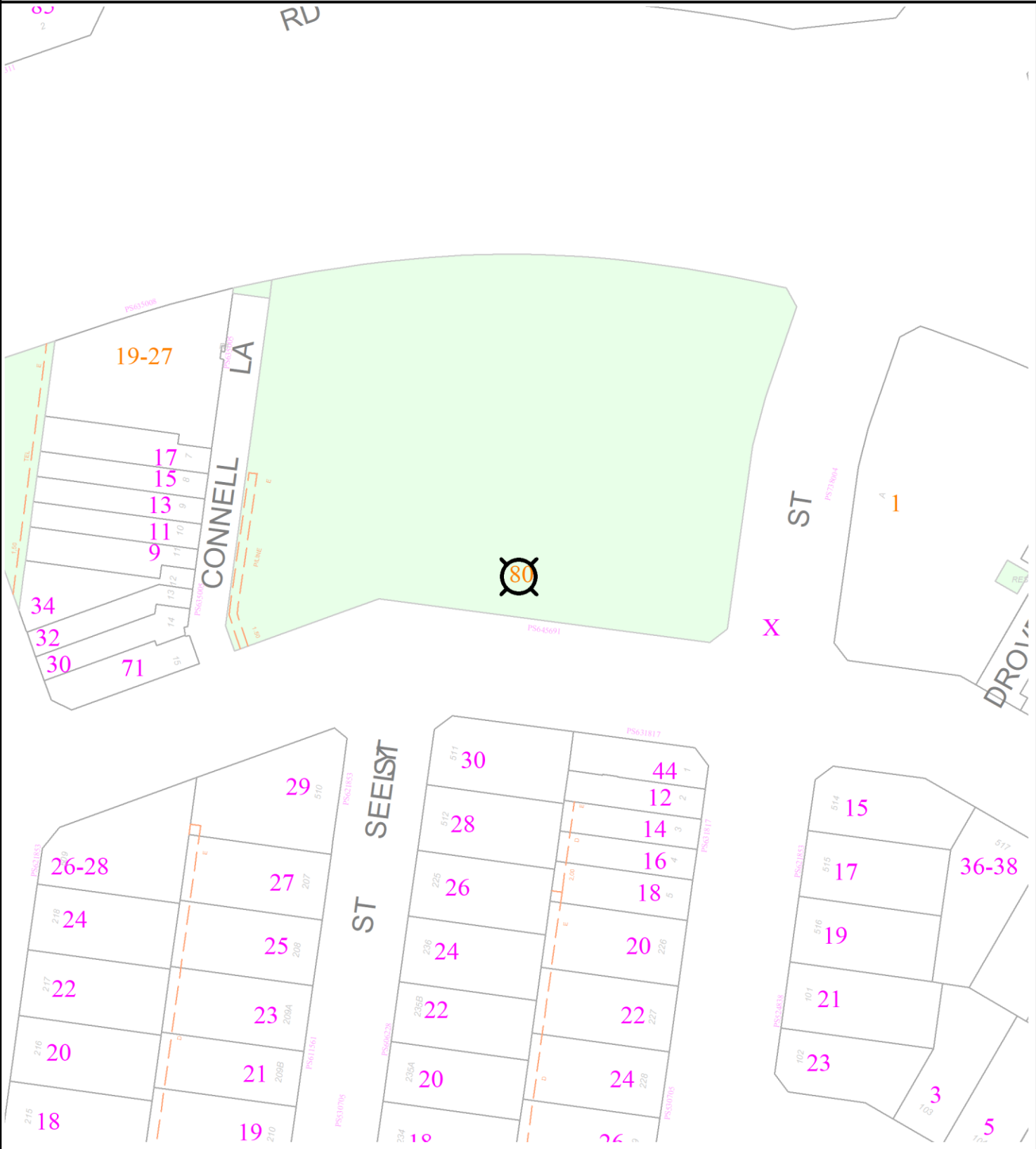
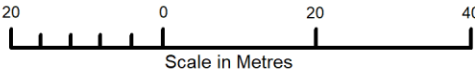
LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

31/10/2025

Cindy Huynh c/o Cindy Conveyancing Pty Ltd
22 Wisteria Place
SPRINGVALE SOUTH VIC 3172

Re: Owners Corporation Certificate - Mosaic Apartments, Lot 112 & Car Park Lot B53, 80 Cheltenham Rd, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 112 & Car Park Lot B53 on Plan of Subdivision 645691V OC1 dated 31/10/2025. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

1. The minutes of the most recent annual general meeting of the Owners Corporation
2. A copy of the consolidated rules registered at Land Victoria
3. A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
4. A copy of the certificate of currency.
5. Letter from the VBA dated 23rd December 2021.
6. VCAT Order

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,



Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	PS 645691V OC1
Address of Property	Mosaic Apartments, 51-67 Hornsby Street & 80 Cheltenham Rd DANDENONG
This certificate is issued for Lot	112 & Car Park Lot B53
Postal address	Level 3, 312 St Kilda Road, Melbourne VIC 3004
Vendor	Anna Maria Caccia
Applicant for the certificate	Cindy Huynh c/o Cindy Conveyancing Pty Ltd
Address for delivery of certificate	info@cindyconveyancing.com.au
Date application was received	21 October 2025
Reference	25/3963
This certificate is issued for Lot 112 & Car Park Lot B53- PS 645691V OC1	

IMPORTANT: The information in this certificate is issued on **31/10/2025**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$2,051.96** per annum, for the year commencing **01/07/2025**.

Due Date	01/07/2025	01/10/2025	01/01/2026	01/03/2026
Administration Fund	\$467.00	\$467.00	\$467.00	\$467.00
Maintenance Fund	\$45.99	\$45.99	\$45.99	\$45.99

- 2) The fees are paid up to **31/12/2025**.
- 3) The total of any unpaid fees or charges for the lot are: **\$424.99**
- 4) The following special fees or levies have been struck, and the dates on which they were struck and payable are:

TYPE	DESCRIPTION	AMOUNT	DUE DATE	STATUS
Special Levy	On charge – Security service for noise disturbance	\$206.58	08/10/2025	NOT PAID
Special Levy	On charge – Security service for noise disturbance	\$163.41	08/10/2025	NOT PAID
Special Levy	Charge for Final Fee Notice	\$55.00	29/10/2025	MOT PAID

- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:

On the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

- 6) The Owners Corporation has the following insurance cover:

Insurance Company: Chubb
Policy Number: 02GS033837
Kind of Policy: Residential Strata Insurance
Buildings Covered: All
Building Sum: \$89,510,000
Public Liability: \$30,000,000
Expiry date of policy: 07/02/2026
Please note that a copy of the Certificate of Currency has been included as an attachment.

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No

- 8) The total funds held by the Owners Corporation as at 31/10/2025:

Administrative Fund	Maintenance Fund	Total
\$88,720.42	\$66,889.33	\$155,609.75

- 9) The Owners Corporation has no other known liabilities other than those covered by annual fees, special levies and repairs and maintenance as set out above, except for:

Insurance Claim

Flood damage – DOL 15/01/2023

Estimated cost of reinstatement - \$70,000

The matter is with the Insurer/assessor and damage is being coordinated and rectified. Owners Corporation to discuss and resolve any further action to be taken against the person responsible.

- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
Easement
06/02/2015 Easement over E-1 on PS645691V, United Energy Distribution Pty Ltd
Agreements
30/10/2014 Fire indicator panel monitoring, Tyco Australia Pty Limited (ADT Fire Monitoring), current
28/01/2015 Building Manager mobile phone, Telstra Corporation Limited, current
15/02/2015 Building Management software provider, BuildingLink International Pty Ltd, current
17/02/2015 Essential Services compliance & Helpdesk support, Australian Essential Services Compliance Pty Ltd, current
17/02/2015 Building management, cleaning services and gardening, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity supplier, WINenergy Pty Ltd, current
20/02/2015 Builder Managers office internet plan, iiNet Limited, current
23/04/2016 Essential & fire services and inspections, Fire & Wire Pty Ltd, current
01/06/2016 Sliding Doors, Dorma Australia Pty Ltd current
10/06/2016 Maintenance of backup generator, Macfarlane Generators Pty Ltd, current
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that has not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings. except:
The Owners Corporation has initiated legal proceedings against Burbank Homes (Builder), the Building Surveyor, the Architect and Fire Engineers in respect of numerous common property defects in the building, such as plumbing, water ingress, structural and fire safety issues.
- 14) The Owners Corporation has appointed a manager. Details are as follows:
Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents are attached to the Owners Corporation certificate:
a) **The minutes of the most recent annual general meeting of the Owners Corporation**
b) **A copy of the consolidated rules registered at Land Victoria**
c) **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
d) **A copy of the certificate of currency.**
e) **Letter from the VBA dated 23rd December 2021.**
f) **VCAT Order**
- 17) Additional Information
Refer to the attached letter from the VBA.
- The VBA carried out an inspection of the above buildings. The inspection identified that the buildings are out of scope of the Victorian Statewide Cladding Audit and do not require further review by an Expert Panel of building and fire safety experts. These buildings were ruled out-of-scope for the following reason/s:**
The building does not have combustible cladding (expanded polystyrene or aluminum composite panels with a polyethylene or polymer core).

This Owners Corporation Certificate was prepared by:

Modupe Ikadeh
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation



Date: 31/10/2025

31/10/2025

Cindy Huynh c/o Cindy Conveyancing Pty Ltd
22 Wisteria Place
SPRINGVALE SOUTH VIC 3172

Re: Owners Corporation Certificate - Mosaic Apartments, Lot 112, 80 Cheltenham Rd, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 112 on Plan of Subdivision 645691V OC2 dated 31/10/2025. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act") Pursuant to S. 151(4)(b) of the Act, we also include the following:

1. The minutes of the most recent annual general meeting of the Owners Corporation
2. A copy of the consolidated rules registered at Land Victoria
3. A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
4. A copy of the certificate of currency.
5. Letter from the VBA dated 23rd December 2021.
6. VCAT Order

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,



Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	PS 645691V OC2
Address of Property	Mosaic Apartments, 51-67 Hornsby Street & 80 Cheltenham Rd DANDENONG
This certificate is issued for Lot	112
Postal address	Level 3, 312 St Kilda Road, Melbourne VIC 3004
Vendor	Anna Maria Caccia
Applicant for the certificate	Cindy Huynh c/o Cindy Conveyancing Pty Ltd
Address for delivery of certificate	info@cindyconveyancing.com.au
Date application was received	21 October 2025
Reference	25/3963
This certificate is issued for Lot 112 - PS 645691V OC2	

IMPORTANT: The information in this certificate is issued on **31/10/2025**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$507.48** per annum, for the year commencing **01/07/2025**.

Due Date	01/07/2025	01/10/2025	01/01/2026	01/03/2026
Administration Fund	\$99.42	\$99.42	\$99.42	\$99.42
Maintenance Fund	\$27.45	\$27.45	\$27.45	\$27.45

- 2) The fees are paid up to **31/12/2025**.

- 3) The total of any unpaid fees or charges for the lot are: **\$0.00**

- 4) The following special fees or levies have been struck, and the dates in which they were struck and payable are:
Nil.

- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:

At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

- 6) The Owners Corporation has the following insurance cover:
The Insurance Policy is held by Owners Corporation No.1.

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No.

- 8) The total funds held by the Owners Corporation as at 31/10/2025:

Administrative Fund	Maintenance Fund	Total
\$36,170.72	\$183,507.54	\$219,678.26

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.

- 10) Details of all current contracts, leases, licences or agreements affecting the common property:

Agreements

7/02/2015 Building Management cleaning services and gardening, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity provider, WINenergy Pty Ltd, current

- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that has not been satisfied.

- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings, except:

The Owners Corporation has initiated legal proceedings against Burbank Homes (Builder), the Building Surveyor, the Architect and Fire Engineers in respect of numerous common property defects in the building, such as plumbing, water ingress, structural and fire safety issues.

- 14) The Owners Corporation has appointed a manager. Details are as follows:
Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents are attached to the Owners Corporation certificate:
- a) **The minutes of the most recent annual general meeting of the Owners Corporation**
 - b) **A copy of the consolidated rules registered at Land Victoria**
 - c) **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
 - d) **A copy of the certificate of currency.**
 - e) **Letter from the VBA dated 23rd December 2021.**
 - f) **VCAT Order**

- 17) Additional Information
Refer to the attached letter from the VBA.

The VBA carried out an inspection of the above buildings. The inspection identified that the buildings are out of scope of the Victorian Statewide Cladding Audit and do not require further review by an Expert Panel of building and fire safety experts.

These buildings were ruled out-of-scope for the following reason/s:

The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

This Owners Corporation Certificate was prepared by:

Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation



Date: 31/10/2025

31/10/2025

Cindy Huynh c/o Cindy Conveyancing Pty Ltd
22 Wisteria Place
SPRINGVALE SOUTH VIC 3172

Re: Owners Corporation Certificate - Mosaic Apartments Lot 112, 80 Cheltenham Rd, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 112 on Plan of Subdivision 645691V OC3 dated 31/10/2025. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

1. The minutes of the most recent annual general meeting of the Owners Corporation
2. A copy of the consolidated rules registered at Land Victoria
3. A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
4. Letter from the VBA dated 23rd December 2021.
5. VCAT Order

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,



Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	PS 645691V OC3
Address of Property	Mosaic Apartments, 51-67 Hornsby Street & 80 Cheltenham Rd DANDENONG
This certificate is issued for Lot	112
Postal address	Level 3, 312 St Kilda Road, Melbourne VIC 3004
Vendor	Anna Maria Caccia
Applicant for the certificate	Cindy Huynh c/o Cindy Conveyancing Pty Ltd
Address for delivery of certificate	info@cindyconveyancing.com.au
Date application was received	21 October 2025
Reference	25/3963
This certificate is issued for Lot 112 - PS 645691V OC3	

IMPORTANT: The information in this certificate is issued on **31/10/2025**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$1,036.20** per annum, for the year commencing **01/07/2025**.

Due Date	01/07/2025	01/10/2025	01/01/2026	01/03/2026
Administration Fund	\$248.63	\$248.63	\$248.63	\$248.63
Maintenance Fund	\$10.42	\$10.42	\$10.42	\$10.42

- 2) The fees are paid up to **31/12/2025**.
- 3) The total of any unpaid fees or charges for the lot are: **\$0.00**
- 4) The following special fees or levies have been struck, and the dates on which they were struck and payable are:
Nil.
- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
On the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.
- 6) The Owners Corporation has the following insurance cover:
The Insurance Policy is held by Owners Corporation No.1.
- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No
- 8) The total funds held by the Owners Corporation as at 31/10/2025:

Administrative Fund	Maintenance Fund	Total
\$66,164.97	\$57,148.32	\$123,313.29

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above
- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
Agreements
17/02/2015 Building management and cleaning services, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity supplier, WINenergy Pty Ltd, current
17/02/2015 Waste collection services, Wastewise Environmental (Aust) Pty Ltd, current
01/03/2015 Cooktop gas supply, Origin Energy (Vic) Pty Limited, current
01/03/2015 Lift telephone lines, Telstra Corporation Limited, current
21/05/2015 Internet connection, M2Commander Pty Ltd, current
07/03/2016 Lift Maintenance, Kone Elevators Pty Ltd, current
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings. except:
The Owners Corporation has initiated legal proceedings against Burbank Homes (Builder), the Building Surveyor, the

Architect and Fire Engineers in respect of numerous common property defects in the building, such as plumbing, water ingress, structural and fire safety issues.

- 14) The Owners Corporation has appointed a manager. Details are as follows:

**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**

- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

No Administrator has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.

- 16) The following documents are attached to the Owners Corporation certificate:

- a) **The minutes of the most recent annual general meeting of the Owners Corporation**
- b) **A copy of the consolidated rules registered at Land Victoria**
- c) **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
- d) **Letter from the VBA dated 23rd December 2021.**
- e) **VCAT Order**

- 17) Additional Information

Refer to the attached letter from the VBA.

The VBA carried out an inspection of the above buildings. The inspection identified that the buildings are out of scope of the Victorian Statewide Cladding Audit and do not require further review by an Expert Panel of building and fire safety experts.

These buildings were ruled out-of-scope for the following reason/s:

The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

This Owners Corporation Certificate was prepared by:

**Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**



Date: 31/10/2025



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 24 February 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 645691	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS033837	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 07 February 2025, Local Standard Time
	To:	4.00pm on 07 February 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	51-67 Hornsby Street & 80 Cheltenham Road, Dandenong VIC 3175	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 89,510,000
	Common Contents	AUD 895,100
	Catastrophe	AUD 13,560,765
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 13,426,500	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 117,392,365	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 24 February 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in dark ink, appearing to read 'Ana De Corrado', with a horizontal line drawn underneath the signature.

Ana De Corrado
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

8 September 2025

Dear Lot Owner,

RE: Notice of Interim Resolutions & AGM Minutes

PPTY: Owners Corporation PS 645691V No.1, No.2, No.3, No.4 & No.5, 51 - 67 Hornsby Street & 80 Cheltenham Road, Dandenong VIC 3175

Please find enclosed the Minutes of Annual General Meeting held on 26th August 2025 for Owners Corporation PS645691 No.1, No.2, No.3, No.4 & No.5, 51 – 67 Hornsby Street & 80 Dandenong Road, Dandenong VIC 3175.

In accordance with s. 77 of the *Owners Corporations Act 2006*, a quorum for a general meeting is at least 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the total lot entitlement.

We advise that **a quorum was not present** at the meeting for Owners Corporation PS 645691V No.1 with only 7% of the total number of lots represented at the meeting in person or by proxy.

We advise that **a quorum was not present** at the meeting for Owners Corporation PS 645691V No.2 with only 7% of the total number of lots represented at the meeting in person or by proxy.

We advise that **a quorum was not present** at the meeting for Owners Corporation PS 645691V No.3 with only 7% of the total number of lots represented at the meeting in person or by proxy.

And **a quorum was not present** at the meeting for Owners Corporation PS 645691V No.4 with no members represented at the meeting.

If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions pursuant to s. 78(1) of the *Owners Corporations Act 2006*. We therefore provide **Notice of the Interim resolutions**, which must be forwarded to all lot owners within 14 days of the meeting pursuant to s. 78(2) of the *Owners Corporations Act 2006*.

Please note that Bluestone OCM Pty Ltd as the Manager is not authorised to pass an interim resolution that (a) affects the contact of appointment of the manager; or (b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.

Pursuant to s. 78(4) *Owners Corporations Act 2006*, interim resolutions become resolutions of the Owners Corporation:

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

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

If you disagree with any of the interim resolutions outlined in the minutes enclosed, you must petition the Secretary against the resolution within 28 days of the meeting and this petition must be represented by a minimum of 25% of the

total number of lots. If the Secretary does not receive a valid petition by 28 days, the interim resolutions will become resolutions of the Owners Corporation.

Should you have any queries please contact our office on (03) 8535 2770.

Kind Regards,



Modupe Ikadeh
Owners Corporation Manager
Bluestone OCM Pty Ltd

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation No.1, No.2, No.3, No.4 & No.5 PS645691V

51 – 67 Hornsby Street & 80 Cheltenham Road, Dandenong VIC 3175

MOSAIC APARTMENTS

Date: Tuesday 26th August 2025
Location: Quest Apartments, 2 – 10 Walker Street, Dandenong VIC 3175
Meeting start time: 5.30pm
Meeting finish time: 6.29pm

Meeting Open

Ms. Modupe Ikadeh opened the meeting welcomed members in attendance.

Attendance, Apologies and Proxies

The following Members were in attendance:

Owners Corporation No.1

Lot 2	Sujatha Varghese	<i>Entitled to vote</i>
Lot 12	Mr. Jesse Venables	<i>Entitled to vote</i>
Lot 19	Mr. Xin Shen & Jana Yan Nie	<i>Entitled to vote</i>
Lot 111	Mr Kevin Seminiano & Ms Ruby Mathilde Culley	<i>Entitled to vote</i>
Lot 139	Steven John Phelan	<i>Entitled to vote</i>
Lot 201	Anna Dudkowski	<i>Entitled to vote</i>
Lot 214	Mr Elio Grande & Mrs Susan Lorraine Grande	<i>Entitled to vote</i>
Lot 238	Mr Robert Andrew Kelly & Ms Nizmah Alia Kelly	<i>Entitled to vote</i>
Lot 330	Henry Marian Stolarek & Elzbieta Stolarek	<i>Entitled to vote</i>
Lot 413	Mr Michael Craig Zukowski	<i>Entitled to vote</i>
Lot 427	Mr Bobby Sailesh Anand	<i>Entitled to vote</i>

Owners Corporation No.2

Lot 111	Mr Kevin Seminiano & Ms Ruby Mathilde Culley	<i>Entitled to vote</i>
Lot 139	Steven John Phelan	<i>Entitled to vote</i>
Lot 201	Anna Dudkowski	<i>Entitled to vote</i>
Lot 214	Mr Elio Grande & Mrs Susan Lorraine Grande	<i>Entitled to vote</i>
Lot 238	Mr Robert Andrew Kelly & Ms Nizmah Alia Kelly	<i>Entitled to vote</i>
Lot 330	Henry Marian Stolarek & Elzbieta Stolarek	<i>Entitled to vote</i>
Lot 413	Mr Michael Craig Zukowski	<i>Entitled to vote</i>
Lot 427	Mr Bobby Sailesh Anand	<i>Entitled to vote</i>

Owners Corporation No.3

Lot 2	Sujatha Varghese	<i>Non-financial</i>
Lot 12	Mr. Jesse Venables	<i>Entitled to vote</i>
Lot 19	Mr. Xin Shen & Jana Yan Nie	<i>Entitled to vote</i>
Lot 111	Mr Kevin Seminiano & Ms Ruby Mathilde Culley	<i>Entitled to vote</i>
Lot 139	Steven John Phelan	<i>Entitled to vote</i>
Lot 201	Anna Dudkowski	<i>Entitled to vote</i>

Lot 214	Mr Elio Grande & Mrs Susan Lorraine Grande	<i>Entitled to vote</i>
Lot 238	Mr Robert Andrew Kelly & Ms Nizmah Alia Kelly	<i>Entitled to vote</i>
Lot 330	Henry Marian Stolarek & Elzbieta Stolarek	<i>Entitled to vote</i>
Lot 413	Mr Michael Craig Zukowski	<i>Entitled to vote</i>
Lot 427	Mr Bobby Sailesh Anand	<i>Entitled to vote</i>

Apologies Received:

Lot 138	Ms Diane Magdalena Farchione	OC No.1, No.2 & No.3
Lot 251	Ms Chathurangi Arachchige	OC No.1, No.2 & No.3
Lot 319	Rory Gray	OC No.1, No.2 & No.3

Present by Invitation:

Ms. Modupe Ikadeh, Senior Owners Corporation Manager of Bluestone OCM Pty Ltd
Ms. Shweta Telang, Owners Corporation Manager of Bluestone OCM Pty Ltd

Admittance of Proxies:

Owners Corporation No.1

Lot 335	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 339	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 349	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 350	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 351	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 803	Ramin Mohseni appointed Jesse Venables	<i>Entitled to vote</i>

Owners Corporation No.2

Lot 335	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 339	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 349	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 350	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 351	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 803	Ramin Mohseni appointed Jesse Venables	<i>Entitled to vote</i>

Owners Corporation No.3

Lot 335	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 339	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 349	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 350	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 351	Common Equity Housing Limited appointed Michael Mikulic	<i>Entitled to vote</i>
Lot 803	Ramin Mohseni appointed Jesse Venables	<i>Entitled to vote</i>

1. Voting

Owners Corporation No.1, No.2, No.3 & No.4 resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: *Carried*

2. Establishment of a Quorum

Pursuant to s.77 *Owners Corporations Act 2006*, a quorum for a general meeting is 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the lot entitlement.

Owners Corporation No.1

Owners Corporation No.1 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

5% of total number of lots were represented at the meeting.

Motion: Carried

Owners Corporation No.2

Owners Corporation No.2 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

5% of total number of lots represented at the meeting.

Motion: Carried

Owners Corporation No.3

Owners Corporation No.3 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

5% of total number of lots represented at the meeting.

Motion: Carried

Owners Corporation No.4

Owners Corporation No.4 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

NIL% of total number of lots represented at the meeting.

Motion: Carried

Please note:

Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

- (a) subject to paragraph (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Effectively this means that an interim resolution cannot be acted for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held 28 days after the notice has been given), or if the meeting is not held, until the end of the 28 day period.

3. Appointment of Chairperson for the Meeting

Owners Corporation No.1, No.2, No.3 & No.4 resolves to appoint Ms. Modupe Ikadeh of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

4. Meeting to run concurrently for multiple Owners Corporations

Owners Corporation No.1, No.2, No.3 & No.4 resolves that the Annual General Meetings for the Unlimited and Limited Owners Corporations will run concurrently.

Motion: Carried

5. Previous Minutes

Owners Corporation No.1, No.2, No.3 & No.4 resolves to accept the Minutes of the previous Annual General Meeting held on 23rd April 2024 as a true and correct record of the meeting.

Motion: Carried

6. Election of Owners Corporation Committee

Owners Corporation No.1:

Owners Corporation No.1 resolves that the number of members to serve on the Committee as 9.

Owners Corporation No.1 reviewed the 9 nominations received:

Lot 2	Sujatha Varghese
Lot 12	Jesse Venables
Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 413	Michael Zukowski

And resolves to elect the following 9 members to the Committee:

Lot 2	Sujatha Varghese
Lot 12	Jesse Venables
Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 413	Michael Zukowski

Motion: *Carried*

Owners Corporation No.2:

Owners Corporation No.2 resolves that the number of members to serve on the Committee as between 3 and 7.

Owners Corporation No.2 reviewed the 7 nominations received:

Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 413	Michael Zukowski

And resolves to elect the following 7 members to the Committee:

Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 413	Michael Zukowski

Motion: *Carried*

Owners Corporation No.3:

Owners Corporation No.3 resolves that the number of members to serve on the Committee as between 3 and 7.

Owners Corporation No.3 reviewed the 9 nominations received:

Lot 2	Sujatha Varghese
Lot 12	Jesse Venables
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 413	Michael Zukowski

And resolves to elect the following 9 members to the Committee:

Lot 2	Sujatha Varghese
Lot 12	Jesse Venables
Lot 803	Ramin Mohseni
Lot 330	Henry Stolarek
Lot 138	Diane Farchione
Lot 201	Anna Dudkowski
Lot 111	Ruby Culley
Lot 139	Steven Phelan
Lot 413	Michael Zukowski

Motion: Carried

Owners Corporation No.4:

Owners Corporation No.4 received no committee nominations.

Motion: Carried

7. Delegations

Owners Corporation No.1, No.2, No.3 & No.4 resolves to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006*. These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

Owners Corporation No.1, No.2, No.3 & No.4 resolves to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) and s. 120 *Owners Corporations Act 2006* to enable the Manager to carry out its functions and perform duties to ensure effective operation of the Owners Corporation. These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

8. Consideration of Reports

Owners Corporation Manager's Report

Owners Corporation No.1, No.2, No.3 & No.4 acknowledges the Manager's Report as presented.

Motion: Carried

Report on Commissions

Owners Corporation No.1, No.2, No.3 & No.4 acknowledges the Report on Commissions as presented.

Motion: *Carried*

Committee Report

Owners Corporation No.1, No.2, No.3 & No.4 acknowledges the Committee Report as presented.

Motion: *Carried*

Maintenance Plan Status Report

Owners Corporation No.1, No.2, No.3 & No.4 acknowledges the Maintenance Plan Status Report as presented.

Motion: *Carried*

9. Appointment of Auditor

Owners Corporation No.1, No.2, No.3 & No.4 resolves to appoint J&T Partnership to Audit the Financial Statements for the year ending 30/06/2026, pursuant to s. 35(1) *Owners Corporations Act 2006*.

Motion: *Carried*

Please Note: J&T Partnership is a registered company auditor, pursuant to s.35 (1)(a) *Owners Corporations Act 2006*.

10. Appointment of Public Officer

Owners Corporation No.1, No.2, No.3 & No.4 resolves to appoint Mr. Bob Peng, Group Financial Controller of Bluestone OCM & Neighbourly, as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: *Carried*

11. Annual Financial Statements**Owners Corporation No.1:**

Owners Corporation No.1 resolves to accept the Financial Statements for the period **1 March 2024 to 30 June 2025**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: *Carried*

Owners Corporation No.2:

Owners Corporation No.2 resolves to accept the Financial Statements for the period **1 March 2024 to 30 June 2025**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: *Carried*

Owners Corporation No.3:

Owners Corporation No.3 resolves to accept the Financial Statements for the period **1 March 2024 to 30 June 2025**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: *Carried*

Owners Corporation No.4:

Owners Corporation No.4 resolves to accept the Financial Statements for the period **1 March 2024 to 30 June 2025**, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: *Carried*

12. Administration Fund Budget and Levy Contribution

Owners Corporation No.1:

Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2026**. Administration Fund Levies to be raised across the full year of **\$530,039.40 (inc GST)** as per attached proposed budgets.

Owners Corporation No.1 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1:	01/07/2025 to 30/09/2025 – these levies issued as interim*
QTR2:	01/10/2025 to 31/12/2025 – these levies issued as interim*
QTR3:	01/01/2026 to 31/03/2026
QTR4:	01/04/2026 to 30/06/2026

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried**Owners Corporation No.2:**

Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2026**. Administration Fund Levies to be raised across the full year of **\$107,775.80 (inc GST)** as per attached proposed budgets.

Owners Corporation No.2 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1:	01/07/2025 to 30/09/2025 – these levies issued as interim*
QTR2:	01/10/2025 to 31/12/2025 – these levies issued as interim*
QTR3:	01/01/2026 to 31/03/2026
QTR4:	01/04/2026 to 30/06/2026

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year

ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2026**. Administration Fund Levies to be raised across the full year of **\$253,356.40 (inc GST)** as per attached proposed budgets.

Owners Corporation No.3 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2025 to 30/09/2025 – these levies issued as interim*
 QTR2: 01/10/2025 to 31/12/2025 – these levies issued as interim*
 QTR3: 01/01/2026 to 31/03/2026
 QTR4: 01/04/2026 to 30/06/2026

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.4:

Owners Corporation No.4 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2026**. Administration Fund Levies to be raised across the full year of **\$56,042.00 (inc GST)** as per attached proposed budgets.

Owners Corporation No.4 resolves that the levy periods are *QUARTERLY* and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2025 to 30/09/2025 – these levies issued as interim*
 QTR2: 01/10/2025 to 31/12/2025 – these levies issued as interim*
 QTR3: 01/01/2026 to 31/03/2026
 QTR4: 01/04/2026 to 30/06/2026

Motion: Carried

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the

adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.4 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

13. Maintenance Plan

Owners Corporation No.1:

Owners Corporation No.1 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.2:

Owners Corporation No.2 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.4:

Owners Corporation No.4 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

14. Maintenance Fund Budget and Levy Contribution

Owners Corporation No.1:

Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2026**. Maintenance Fund Levies to be raised across the full year of **\$52,203.80 (inc GST)** as per attached proposed budgets.

Owners Corporation No.1 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1:	01/07/2025 to 30/09/2025 – these levies issued as interim*
QTR2:	01/10/2025 to 31/12/2025 – these levies issued as interim*
QTR3:	01/01/2026 to 31/03/2026
QTR4:	01/04/2026 to 30/06/2026

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: *Carried*

Owners Corporation No.2:

Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2026**. Maintenance Fund Levies to be raised across the full year of **\$29,750.60 (inc GST)** as per attached proposed budgets.

Owners Corporation No.2 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1:	01/07/2025 to 30/09/2025 – these levies issued as interim*
QTR2:	01/10/2025 to 31/12/2025 – these levies issued as interim*
QTR3:	01/01/2026 to 31/03/2026
QTR4:	01/04/2026 to 30/06/2026

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: *Carried*

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2026**. Maintenance Fund Levies to be raised across the full year of **\$10,621.60 (inc GST)** as per attached proposed budgets.

Owners Corporation No.3 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1:	01/07/2025 to 30/09/2025 – these levies issued as interim*
QTR2:	01/10/2025 to 31/12/2025 – these levies issued as interim*

QTR3: 01/01/2026 to 31/03/2026

QTR4: 01/04/2026 to 30/06/2026

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.4:

Owners Corporation No.4 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2026**. Maintenance Fund Levies to be raised across the full year of **\$1,652.00 (inc GST)** as per attached proposed budgets.

Owners Corporation No.4 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2025 to 30/09/2025 – these levies issued as interim*

QTR2: 01/10/2025 to 31/12/2025 – these levies issued as interim*

QTR3: 01/01/2026 to 31/03/2026

QTR4: 01/04/2026 to 30/06/2026

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.4 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2027) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

15. Penalty interest

Owners Corporation No.1, No.2, No.3 & No.4 resolves for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being fixed under s. 2 of the *Penalty Interest Rates Act 1983*. Such interest will apply to money owed by a member for fees and charges which are paid after the due date.

Motion: Carried

16. Debt Recovery

Owners Corporation No.1, No.2, No.3 & No.4 resolves to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.1, No.2, No.3 & No.4 resolves to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.

Motion: Carried

17. Insurances

Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that the particulars of the insurance effected by the Owners Corporation are outlined in the Certificate of Currency attached with the notice of meeting.

INSURANCE COMPANY:	Chubb Insurance Australia Ltd
INSURANCE BROKER:	Whitbread Insurance Brokers Pty Ltd
POLICY NUMBER:	02GS033837
SUM INSURED:	\$90,405,100
RENEWAL DATE:	07/02/2026

BUILDING & CONTENTS:	\$90,405,100
TEMP ACCOM / LOSS OF RENT:	\$13,426,500
INSURED PROPERTY (COMMON AREA CONTENTS):	\$895,100
CATASTROPHE or EMERGENCY:	\$13,426,765
GENERAL LIABILITY:	\$30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$100,000
OFFICE BEARERS' LIABILITY:	\$1,000,000
VOLUNTEER WORKERS:	\$200,000/\$2,000 per week
GOVERNMENT AUDIT COSTS:	\$30,000
APPEAL EXPENSES:	\$150,000
MACHINERY BREAKDOWN:	\$100,000

Claim Excess:

All Other Claims	\$5,000 per claim
Machinery Breakdown	\$5,000 per claim
Legal Defence Expenses	\$5,000 per claim

Motion: Carried

Please Note: *The Owners Corporation insurance does not extend to cover personal items within the apartment. Personal items include carpets and temporary flooring (unless specified on your policy schedule), wall and ceiling coverings, fixtures removable by lessee at end of lease, anything prescribed as not forming part of the building or any privately owned contents within the Lot. Members are urged to seek their own insurance advice on a separate insurance policy to protect their interest with regards to contents and personal belongings within their individual lots.*

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is therefore able to provide general and factual advice. For personal advice, please contact the broker directly.

18. Insurance Valuation Report

Owners Corporation No.1 acknowledges that the last Insurance Valuation Report was obtained 18/05/2023 and will be considered for an update in 2026.

Motion: Carried

19. Confirmation of Appointment – Owners Corporation Manager

Owners Corporation No.1, No.2, No.3 & No.4 acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 645691V and Bluestone OCM Pty Ltd.

Motion: *Carried*

20. Occupational Health and Safety

Owners Corporation No.1 resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Motion: *Carried*

21. General Business

Cleaning & Building Management

Members raised concerns regarding the standard of cleaning services and building management responsiveness.

Action: The Manager (Bluestone OCM) to formally raise issues with contractor and monitor performance.

Fire Safety & Alarms

Members raised advice regarding issues with faulty alarms and potential system replacement.

Action: Committee and manager to review reports and quotations.

Security Systems

Members raised concerns regarding problems with intercom and cameras reported.

Action: Owners to email details to Bluestone for case-by-case follow-up.

Defects & Waterproofing

Ongoing litigation with Burbank regarding defects.

Action: Updates to be circulated; next major hearing scheduled for March 2026.

Red Train Internet Services

Members provided feedback regarding service; most notably complaints.

Action: Committee to explore alternatives (e.g., Oticom).

Electricity Supply

Discussion on alternative supply options and potential cost savings.

Action: Further investigation required.

Committee Membership

Ruby (Lot 413) nominated and accepted. Resolution passed to extend committee membership up to 12.

22. Meeting Closure

With no further business the Chairperson closed the meeting at 6.29pm.

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

BUILDING AND PROPERTY LIST

VCAT Reference: BP2069/2024

FIRST APPLICANT: Owners Corporation 1 PS645691V
SECOND APPLICANT: Owners Corporation 2 PS645691V
THIRD APPLICANT: Owners Corporation 3 PS645691V
FIRST RESPONDENT: Burbank Australia Pty Ltd [007 099 872]
SECOND RESPONDENT: Peddle Thorp Melbourne Pty Ltd [006 975 668]
THIRD RESPONDENT: Gary Gommers,
FOURTH RESPONDENT: Group Four Building Surveyors Pty Ltd [158 953 425]
FIFTH RESPONDENT: Daniel Wong
WHERE HELD: Videoconference
BEFORE: Member R Bennett
HEARING TYPE: Directions Hearing
DATE OF HEARING: 28 May 2025
DATE OF ORDER: 28 May 2025

ORDERS BY CONSENT

1. The parties must comply with all relevant provisions of all applicable VCAT Practice Notes.
2. **By 19 September 2025**, the applicants may file and serve any Amended Points of Claim.
3. The date by which any party must make any application for joinder, should they wish to do so, is **20 October 2025**.
4. **By 30 January 2026**, the respondents must file and serve Points of Defence specifying the material facts relied upon. Any set-off claims must be fully set out.
5. **By 13 February 2026**, the applicant may file and serve any Reply.
6. Where experts are retained:
 - (a) they must prepare their reports in accordance with Practice Note PNVCA7 Expert Evidence; and
 - (b) copies of their reports must be filed and served:
 - (i) by the applicant, **by 19 September 2025**;



- (ii) by the respondents, **by 30 January 2026.**
- (c) Where the original report includes coloured photographs, coloured photographs must be included in the copy which is filed and served.
- (d) Where a party does not intend to rely on expert evidence, they must advise the other parties and the principal registrar in writing by no later than the date on which any report was to be filed and served.
7. **The proceeding is listed for a 1 day compulsory conference on 27 March 2026 commencing at 10:00am. Unless otherwise ordered, the compulsory conference will be conducted in person at 55 King Street, Melbourne. Costs may be ordered if the compulsory conference is adjourned or delayed because of a failure to comply with directions including those relating to the compulsory conference.**
8. The parties may each be represented by professional advocates at the conference.
9. All parties must attend a compulsory conference personally or be represented by a duly authorised person with personal knowledge of the issues in dispute, and who has, for all practical purposes, unlimited authority to settle. Costs may be ordered if a party's representative does not have unlimited authority to settle, or where a party refuses to negotiate in good faith at the compulsory conference.
10. The parties must each prepare a document not exceeding 5 A4 pages setting out a summary of their positions and must file and exchange copies **by 4:00pm by 5 business days** prior to the compulsory conference. The position paper must be marked 'Confidential and without prejudice – for the purposes of the compulsory conference only'. Upon receipt I direct the **principal registrar** to place the position papers in a sealed envelope with the above notation.
11. Liberty to apply.
12. Costs reserved.

MEMBER R BENNETT

APPEARANCES:

For the Applicants:	Mr J Kusangaya, solicitor
For the First Respondent:	Ms D Abu-Elias, solicitor
For the Second Respondent:	Mr S Shelly, solicitor
For the Third and Fourth Respondents:	No appearance
For the Fifth Respondent:	Mr L Hogan of Counsel



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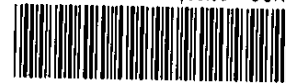
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Owners Corporation Notification of Making Rules

AL598142X

05/01/2015 \$58.30 OCAR



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

Lodged by

Name: CLAYTON UTZ
Phone: 9286 6000
Address: Level 18, 333 Collins Street, Melbourne 3000
Reference: 210/14193/80130395
Customer Code: 1416K

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

Burbank Land Corporation Pty Ltd ACN 138 175 210 of 36 Aberdeen Road, Altona, Victoria 3018

Plan No.: PS645691V Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 5 January 2015

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

ALISON LORRAINE KENNEDY
Level 18, 333 Collins Street,
Melbourne VIC 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

30800812A

OC5

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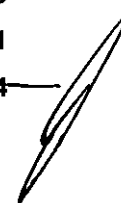


**Owners Corporation Rules
Mosaic Apartments
51-67 Hornsby Street, Dandenong, VIC 3175
P.S. 645691V No 1 & No 2 & No 3 & No 4**

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PREFACE

These Rules are made for Owners Corporation No 1 & No 2 & No 3 & No 4 on Plan No **PS 645691V**

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of the Development are maintained at premium levels.

Please ensure that all Owners and Occupiers, invitees or tradespeople of an Occupier or Owner, familiarise themselves, and comply with these requirements.

Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and tenants.

1. MANAGEMENT

1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

- a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.
- b. Owners and Occupiers must strictly comply with all of the Rules, Guidelines and Regulations.
- c. The Owners Corporation may at any time issue Guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must ensure that all invitees strictly comply with such Guidelines.
- d. The Owners Corporation Committee may issue Guidelines (and amend them from time to time) in relation to the use of any Common Property and facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Owners and Occupiers must follow any Guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

1.2 GENERAL

- a. Every Owner and where applicable every Occupier must provide its contact details including name, mobile phone number and email address to Building Management and the Owners Corporation Manager as soon as reasonably possible after becoming the Owner and/or Occupier.

- b. The Owners Corporation may take all reasonable necessary measures to ensure that the health, safety and/or security of Owners and Occupiers and any person entitled to use the Common Property is not compromised.
- c. An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- d. An Owner or Occupier must always follow the directions of the Owners Corporation when using any Common Property, including but not limited to all directions which are signposted in or around the Common Property.
- e. An Owner or Occupier must:
 - (i) not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property; and
 - (ii) inform the Owners Corporation and Building Management of any damage, forced entry to or other acts that might compromise the security of the Common Property.
- f. If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier who must comply with these Rules.
- g. Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than for emergency purposes. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- h. Owners and Occupiers must comply with all statutory requirements, including those issued from time to time by the Owners Corporation or the Owners Corporation Committee, relating to fire protection and safety.
- i. Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- j. Owners, Occupiers and invitees must not smoke in the Common Property.
- k. The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be charged to the Owner of the Lot where the call was caused by the Lot's Owner or Occupier once the Building Management identifies who is responsible for the false alarm.
- l. Owners, Occupiers and their invitees must be appropriately dressed while in the Common Property at all times.



2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

2.1 GENERAL

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. use the Common Property or the common facilities or permit the Common Property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by Owners, occupiers or invitees of other Lots;
- b. use or permit the Common Property or the common facilities to be used for any purpose other than that for which they were designed;
- c. do or suffer to be done in or upon the Common Property or the common facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- d. use or permit any Lot, the Common Property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Owner or Occupier of any lot or the families or visitors of any such Owner or Occupier;
- e. fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees;
- f. fail to clear on a regular basis the contents of the Owner's mail receiving box;
- g. fail to inform and require compliance of all the Rules and Regulations on any Occupier, guest, visitor or invitee of any kind;
- h. obstruct the lawful use of Common Property by any person; and
- i. use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, Occupier or user of another Lot;

2.2 OFFENSIVE BEHAVIOUR AND SMOKING

- a. An Owner or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause



offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property

- b. An Owner or Occupier of a Lot must not smoke, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property
- c. An Owner or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation

3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

3.1 GENERAL

An Owner must not, and must ensure that an Occupier or Invitee of its Lot does not:

- a. use or permit to be used any part of a Car Park Lot otherwise than for the purpose of parking a Motor Vehicle and not to assign, sub-let or grant any licence to any person to use a Car Park Lot without the consent in writing of the Owners Corporation;
- b. Car Park Lots must only be used by Owners and Occupiers
- c. an Owner or Occupier must not use a Car Park Lot for any other purpose without the prior consent of the Owners Corporation, save for storage lots that form part of the Car Park Lots.
- d. park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- e. drive or operate any Motor Vehicle within the Development in excess of 10kph;
- f. permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- g. interfere with the operation, function or control of the electronic vehicle access gate;
- h. wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property ;

- i. cause danger or concern to any person or to property by driving with due care while driving in and around the Car Park;
- j. allow any build up or discharge of oil or any other fluids onto Common Property from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation and any additional costs incurred to remove the build up from Common Property will be charged to the Owner of the Lot;
- k. use the Car Park Lot for storage of any item outside of its intended use as a car park space; and
- l. use a lift if a fire alarm is activated or if a fire is reported or detected as emergency stairs must be used in these circumstances
- m. park or leave a vehicle or permit a vehicle to be parked in a car park which is not the Owners' or Occupiers' car park.

3.2 MOTOR VEHICLE RISK

- a. The Owners Corporation is not responsible for:
 - (i) any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park; or
 - (ii) the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.
- b. Motor Vehicles left in the Car Park are at the sole risk of the owner of the Motor Vehicle.

3.3 BICYCLES

- a. The Owner or Occupier may not install any storage unit, storage facility or bicycle rack for bicycles within an Owner's Car Park Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same.
- b. Bicycles are only to be left in the designated bicycle storage areas. Owners with bicycles must coordinate the use of bicycle racks with Building Management. No bicycle is to be left on a rack without prior approval and allocation by the Manager. Bicycle racks will be allocated on a first come first serve basis with an allocation of one bicycle rack per Lot.
- c. Bicycles may be permitted by the Owners Corporation or its Building Management from time to time to be brought into a lot, foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated
- d. Motor bikes or scooters are only to be parked in Car Park Lots.



4. USE OF AMENITIES

4.1 GENERAL

- a. Only the Owners and Occupiers of an Apartment Lot within Owners Corporation 2 and 3 on Plan of Subdivision PS 645691V or any subsequent plan relating to those Lots are entitled to use and have access to the Amenities.
- b. The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules and Guidelines regulating the Amenities use and operation

4.2 GARDEN AND BBQ AREAS

- a. The BBQ Area is only for the use of Owners and Occupiers of an apartment lot within Owners Corporation 2 & 3 and their Invitees.
- b. The Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- c. Persons using the Garden and BBQ areas must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- d. Owners and Occupiers must provide all information about and gain written approval for any proposed function as required by Building Management, including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- e. The management of the Garden and BBQ area (including functions, availability, and use) is at the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- f. The initial hours of use for the Garden and BBQ areas are between 7am and 10.00pm and must be observed by all Owners or Occupiers using the Garden and BBQ areas. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- g. Only ten guests per Apartment Lot are permitted in the Garden and BBQ areas at any one time.

- h. Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Garden and BBQ areas.
- i. Guests must be accompanied by the relevant Owner or Occupier of an Apartment Lot at all times.
- j. An Owner or Occupier must be in appropriate attire at all times in the Garden and BBQ areas
- k. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier utilising the Garden and BBQ areas.
- l. All users of the Garden and BBQ areas do so at their own risk
- m. Improper use of the Garden and BBQ areas may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- n. The following items are not permitted in the Garden and BBQ areas:
 - (i) Excessive alcohol;
 - (ii) smoking;
 - (iii) pets;
 - (iv) amplified music;
 - (v) glass objects;
 - (vi) sharp objects; and
 - (vii) portable personal and private barbeques.



5. USE OF THE LOT

5.1 GENERAL

- a. An Owner or Occupier of a Lot must not allow more than 6 people to occupy a Lot at any time without the prior written consent of the Owners Corporation.

5.2 USE

Without limiting rule 21, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- a. in the discretion of the Owners Corporation Committee, the trade or business can be carried on and is carried on without causing undue nuisance to other Owners or Occupiers;
- b. the use or the type of trade or business has been approved by the Owners Corporation Committee;
- a. the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- b. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- c. the trade or business can be carried on, without causing undue nuisance to the Owners and Occupiers of other Lots.

6. USE AND BEHAVIOUR

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. obstruct the lawful use of Common Property by any person;
- b. consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;
- c. dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property;
- d. smoke on Common Property;
- e. interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- f. remove nor damage any article from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use without the prior written consent of the Owners Corporation;
- g. modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- h. enter any plant room without the consent of Building Management;
- i. modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation;



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- j. replace any floor coverings which will create undue noise to above or below or adjoining Owners and Occupiers;
- k. use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- l. interfere with or obstruct Building Management, the Owners Corporation or the Owners Corporation Manager from performing their duties;
- m. use a Lot, Common Property or common facilities for any purpose, or do anything, that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Owners or Occupiers or their invitees;
- n. use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their invitees; and
- o. use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the lot determined by Building Management to be responsible for the damage or blockage

7. NOISE

- a. Owners and Occupiers must not create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (i) person lawfully using the Common Property; or
 - (ii) any Lot Owner, Occupier or their family and visitors;
- b. Owners and Occupiers must not use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 2.00pm and 10.00am on weekdays and on weekends;
- c. Owners and Occupiers must not make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am;
- d. Owners and Occupiers must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

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- e. Owners and Occupiers must not make or permit to be made any undue noise in or on the Common Property or any Lot affected by the Owners Corporation.
- f. Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- g. Music, other than that played on a personal listening device, is not to be played in any Common Property.
- h. Owners and Occupiers must not install any equipment or devices in a Lot which creates vibrations that travel into another Lot or Common Property and which cause nuisance without the prior approval of the Owners Corporation.
- i. Owners and Occupiers must not to hold any social gathering or create noise likely to be objected to in the Common Property and must ensure that any such noise is minimised by closing all doors and windows of its Lot.

8. ANIMALS

- a. Only animals of the Owners and Occupiers are permitted in the Lots. Owners and Occupiers must ensure that animals are controlled at all times. All animals must be kept on a lead, carried or in a cage whilst on or in the Common Property. If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.
- b. If an animal causes nuisance, the Owners Corporation may issue a notice of breach of Rules to the animal's Owner. If the animal continues to cause nuisance after 28 days of receipt of a notice of breach of Rules, the Owners Corporation may obtain a resolution that the animal is causing a nuisance to the common Property and must be removed from the Building and the Development. A notice of the resolution will be issued to the Owner or Occupier responsible for the animal who must remove that animal within 7 days of receipt of the notice.
- c. Owners and Occupiers must not allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time.
- d. The Owner and/or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.
- e. Owners and Occupiers must regularly clean any animal debris from their balconies, courtyards or patios within a Lot.

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- f. Owners and Occupiers must not keep any animal on a balcony, courtyard or patio within a Lot unattended.
- g. Owners and Occupiers must not keep any animal within a Lot without having first notified the Owners Corporation of the same.

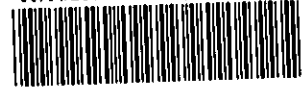
9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

An Owner must not, and must ensure that the Occupier of its Lot must not:

- a. allow any balcony or open area forming part of a Lot to become unkempt, or unsightly,
- b. keep anything on the balcony or open area which in the opinion of the Owners Corporation is unsightly;
- c. hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of an Owner's Lot or the Common Property or on or from any balcony, entrance or landing of an Owner's Lot or the Common Property except in specific areas if any designated for that purpose by the Owners Corporation;
- d. install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation which will be subject to compliance with the existing colour scheme;
- e. keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant will not extend beyond the boundary of the lot or obstruct the views from another Lot;
- f. allow water to enter into another Lot and take care when watering plants in a Lot;
- g. construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard;
- h. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- i. install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;

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- j. hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains, blinds or window covers are approved by the Owners Corporation which will be subject to the Guidelines in relation to window furnishings, cover colour, style, fabric, etc. The current position, unless varied by Guidelines, is as follows:
 - (i) Roller-blinds
 - (ii) Fabric 100% blackout, Colour - Cashmere ;
 - (iii) All chains to be metal and attached with a child safety device
- k. Obstruct the entrance to a Lot or balcony / courtyard or other area forming part of a Lot that requires access of a contractor for the purposes of maintaining or cleaning the Building structure including glass on balconies, box gutters or any emergency repairs; and
- l. paint, finish or otherwise alter the external façade of the Building or improvement forming part of the Common Property or their Lot.

10. RUBBISH AND WASTE MANAGEMENT

- a. The Guidelines on waste management and bin use may be determined and varied at any time by the Owners Corporation.
- b. An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- c. An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other Owners or Occupiers.
- d. An Owner or Occupier is responsible for appropriate use of the bins and bin room. Rubbish must not be left in the Common Property other than in the bins provided.
- e. Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the Owner of the Lot.
- f. Under no circumstances is rubbish to be left anywhere in the Common Property.
- g. Rubbish must be disposed of in secure wrapping by taking it to the bin room
- h. General garbage waste in suitable bags (and tied) will be deposited directly into the bins available

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- i. Recycling waste must be deposited directly into the bins available
- j. Heavy cardboard must be flattened and deposited into the bins available
- k. No flammable items are to be disposed of in the bin room
- l. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items (i.e. must not be left in the bin room)
- m. An Owner or Occupier is also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from Common Property following a move. (i.e. must not be left in the bin room)
- n. Cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property. Enforcing this is the responsibility of the owner or occupier.
- o. An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof will be borne by the Occupier of the Owner's Lot

11. MOVING IN AND VACATING

- a. Moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management.
- b. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.
- c. Building Management must be contacted to arrange a date and time to conduct any move. Unless the Owner or Occupier receives permission to move and confirmation of the booking (date and time) from Building Management, the time slot is not confirmed and the Owner or Occupier cannot move in. All paperwork as required by the Owners Corporation must be completed by the Owner or Occupier before moving in.

- d. Prior to attendance at the Building, the Owner or Occupier must provide a copy of the removalist's liability insurance policy to Building Management.
- e. The Owner or Occupier must notify all carriers and trades people that they must contact the Building Manager prior to arrival at the Building. If the carriers or trades people are running late, they may miss their time slot and have to reschedule.
- f. A minimum of three (3) days of notice before the move must be provided to Building Management.
- g. The Owner or Occupier must be present to manage the removalist at all times and act as a contact point to facilitate the move and ensure procedures are adhered to for the safety and security of the Building.
- h. Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift. Furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- i. Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions by the Building Manager.
- j. No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- k. The moving in or out of furniture and goods is only permitted between 9:00 am and 5:00 pm (Monday to Friday). All moves must be completed by 5:00 pm.
- l. Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property following a move. Dumping of rubbish including but not limited to cartons, crates or unwanted furnishings is strictly prohibited on or in any part of the Building or Common Property. Any costs associated with rubbish removal from Common Property as a result of the move will be paid for by the relevant Owner or Occupier. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation relating to such rubbish.
- m. Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the lot), then the Owners Corporation may recover the amount from the Owner.
- n. Owners and Occupiers must not permit any vehicles to restrict access to the Car Park.



12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

An Owner must not, and must ensure that the Occupier of its Lot must not: -

- a. give less than twenty-four (24) hours of notice to the Owners Corporation or its representative before any large furniture, fittings, furnishings or equipment may be moved in or out of its Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- b. arrange for deliveries of any kind or nature unless the Owner or Occupier is at or on the Building to accept and arrange for the same at each Owner's or Occupier's sole cost and liability;
- c. cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time and ensure that the loading and unloading of vehicles will be made entirely within the Development at such locations and at such times;
- d. damage, obstruct or interfere with the lift, stairways, corridors or any Common Property when moving any items in or out of any Lot; and
- e. use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation.

13. BUILDING WORKS

13.1 GENERAL

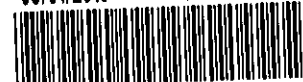
An Owner must not, and must ensure that the Occupier of an Owner's Lot does not undertake any building works within or about or relating to an Owner's Lot except in accordance with the following requirements:

- a. works are only to be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the Owners Corporation Manager or their representative and then strictly in accordance with those permits, approvals and consents and any conditions thereof; and
- b. works must be undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

13.2 CONDITIONS

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- a. An Owner or Occupier of a Lot must not proceed with any such works until the Owner or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and the Owner or Occupier receives written approval for those works from the Owners Corporation.
- c. The Owner or Occupier of a Lot must ensure that:
 - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work; and
 - (ii) the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- d. The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants, agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- e. The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which is caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of same to the Owner.
- f. The Owner or Occupier of a Lot must not arrange for tradespersons (except in emergencies) or any nature or kind to carry out works except during normal working hours 8.00am to 5.00pm Monday to Friday and there will be no work done by tradespeople on weekends or public holidays at all.
- g. The Owner or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.



- h. The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licenses or invitees.

14. SIGNAGE

An Owner must not, and must ensure that the Occupier of its Lot does not: -

- a. permit any placard, advertisement or signage in or upon the Owner's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- b. permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation; and
- c. erect any signage, advertising, directory board or other attachment to the exterior façade of the Building at all without prior approval of the Owners Corporation.
- d. Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property

15. NOTIFICATION OF DEFECTS

An Owner or Occupier must notify Building Management as soon as it becomes aware of any damage to or defect in:

- a. the Common Property or any personal property of the Owners Corporation; or
- b. any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

16. DAMAGE, REPAIRS AND MAINTENANCE

16.1 DAMAGE AND CLEANLINESS

- a. Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanness of Common Property.

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- b. Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their invitees, a cleaning fee may be charged by the Owners Corporation to the relevant Owner.
- c. Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

16.2 DAMAGE REPAIRS AND MAINTENANCE

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An Owner or Occupier of a Lot must not:-

- a. damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Owner or tenants, invitees, servants or their invitees of any of the Lots, the Owners Corporation will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Owner of the Lot;
- b. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- c. interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- d. store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Building may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- e. interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- f. modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- g. install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. i.e. being fire retardant and of a colour approved by the Owners Corporation.

An Owner or Occupier of a Lot must:-

- h. grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given twenty-four (36) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
- i. ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
- j. ensure that the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- k. ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- l. ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another Lot or within Common Property; and
- m. ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

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

- a. The Owners Corporation will charge penalty interest at the rate of interest payable under section 2 of the Penalty Interest Rates Act 1983;
- b. The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;
- c. The Owner of a Lot must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Owner will become liable to the Owners Corporation for the amount charged.



- d. The Owner of a Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.

18. OWNER DETAILS

- a. An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.
- b. A party who acquires a Lot must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of contract.
- c. An Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Owner's alternative mailing address for service of notices and any changes to it as soon as possible.
- d. An Owner must provide to the Owners Corporation a street address, mobile phone number and email address for correspondence purposes. PO Box addresses will not be accepted.

19. SECURITY

19.1 GENERAL

An Owner or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Building

19.2 SECURITY KEY

- a. The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot;
- b. An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed;
- c. Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.

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- d. Owners and Occupiers must not without written consent from Building Management 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.
- e. Owners and Occupiers must promptly notify Building Management if their Security Key is lost or destroyed.
- f. Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or Owner's agent.
- g. The number of Security Keys may be restricted for a Lot, in the absolute discretion of the Owners Corporation

20. SUPPORT AND PROVISION OF SERVICES

- a. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to its Lot or the Common Property so that:
 - (i) any support or shelter provided by its Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot or the Common Property is interfered with.
- b. Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of the Owners Corporation Manager and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.
- c. Owners acknowledge and agree that the Owners Corporation may share amongst its Owners the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner will pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
 - (i) a proportional rate by dividing unit liability of that lot by the total unit liability of all lots serviced jointly; or
 - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

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21. RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS

The following conditions apply to the use of the Retail/ Commercial Lots by all parties and must be observed by an Owner or Occupier of a Retail/ Commercial Lot and persons under their control:

- a. all Retail/ Commercial Lots must be maintained in a pristine condition at all times;
- b. no signage, advertising, posters or other will be allowed to be affixed facing internal corridors;
- c. all Retail/ Commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- d. no signage will be allowed on the exterior face at all unless approved in accordance with Rule 14;
- e. Retail/ Commercial Lots will be responsible for their own rubbish disposal;
- f. an Owner, Occupier or invitee of a Retail/ Commercial Lots Lot must not at any time egress through the entrance to the Building with any food or beverage items relevant to the business conducted on the Retail Lot;
- g. An Owner or Occupier of a Retail/ Commercial Lots Lot will be responsible for all costs associated with the cleaning, waste management, repairs and maintenance of the Retail/ Commercial Lots Lot.
- h. An Owner or Occupier of a Retail Lot requires an ordinary resolution by the Owners Corporation at an Annual General Meeting in order to apply for a liquor license.
- i. The member or occupier of any lot used as a restaurant, cafe or for other commercial purposes must
 - (i) Take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation;
 - (ii) Bring their bins in at a time nominated by the Owners Corporation;
 - (iii) Avoid unnecessary noise when filling bins and ensure contractors pick up the contents in the bin at a time nominated by the Owners Corporation;
 - (iv) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (v) Ensure all cardboard and paper waste is cut up or folded and neatly placed in the recycling area;
 - (vi) 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 all bins, bottles, cardboard/paper and any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;

- (vii) Wash bins only within the lot, excluding car spaces;
- (viii) Comply with all health, noise and other regulations in carrying on the business from the lot;
- (ix) Ensure that any mechanical fluing is charcoaled filtered or equivalent;
- (x) Restrict all deliveries to occur only between 7:00am and 6:00pm daily;
- (xi) Not permit electronic gambling machines
- (xii) Make all reasonable attempts to address / treat any odours that emanate from the lot;
- (xiii) Ensure that all wall, floor and ceiling treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved;
- (xiv) Not operate outside of hours pursuant to what is approved by council;
- (xv) Comply with these rules,

Nothing in these rules prevent or prohibits any member or occupier of a 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 of such lot may apply for while the proprietor or owner of any such commercial lot;

- Operates lawfully
- Obtains each and every permit, liquor licence or other consent required; and
- Operates within the terms of any such liquor licence, permit or consent.

The proprietor or operator of any retail or commercial is responsible for the costs associated with cleaning, repairing and maintain any such lot and ensuring that the area surround such lot is kept in a neat and tidy condition

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22. RECOVERY OF EXPENDITURE

Where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, its regulations or of these Rules, including without limitation administrative and management costs, legal costs and the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by Owners of Lots or Occupiers or invitees, servants, employees, agents, children, or licensees of such Owners of Lots, the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in VCAT or any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

23. INSURANCE

- a. The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and

electrical fittings and appliances which are not built into the Lot and which can be removed.

- b. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace.
- c. Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- d. If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- e. It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- f. Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- g. An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

24. LEASED LOTS

To ensure that the living standards, safety and security of the Building are maintained by and for all Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by non-Owners:

- a. an Owner or Occupier may not lease, sub-lease, licence, grant or renew any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months without first obtaining the written approval of the Owners Corporation Manager to that occupancy;
- b. an Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence;
- c. without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-Owners;

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- d. in order to maintain currency of occupancy records, the Owner or the Owner's agent, must notify Building Management in advance of:
 - (i) full details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy;
- e. an Owner of a Lot, which is subject to a lease or licence agreement must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee; and
- f. an Owner or Occupier must not permit any placard, advertisement or signage (including relating to the sale or lease of a Lot) in or upon its Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.

25. COMPLIANCE

- a. Owners and Occupiers must ensure that their invitees comply with these Rules.
- b. Any Owner of a lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any invitees of that lessee or licensee complies with these rules
- c. Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- d. Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- e. Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as it deems appropriate from time to time.
- f. An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees

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- g. An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning, etc) deemed necessary in the Owners Corporation Manager's absolute discretion as a result of the acts, omission, or behaviour of that Owner or the Owner's lessees, licensees or invitees including but not limited to additional time spent by the Owners Corporation or Building Management as result of such act, omission or behaviour.
- h. An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- i. Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation and the Owners Corporation Manager in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation or Owners Corporation Manager may suffer, sustain or incur as a result of any breach by the Owner or the Owner's lessee or licensee (or any of their agents, contractors, workers and invitees) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- j. The Owners Corporation will in addition to any legal proceeding be able to charge an Owner penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983

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26. OWNERS CORPORATION FEES

- a. The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation by each Owner according to their unit entitlement and unit liability on or before the due date.
- b. Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- c. If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the Penalty Interest Rates Act 1983.
- d. The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these rules caused by an Owner, or Occupier. These additional fees are to be paid within 28 days of being levied

against the Owner or Occupier. The Owner will be liable to pay these additional fees as an Owner is responsible and liable for the conduct of its Occupier or Invitees

27. COMPLIANCE WITH RULES BY INVITEES

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is 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
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

30. SPECIAL RULES FOR THE DEVELOPER

- a. A Member or Occupier must not hinder or impede Burbank from exercising its rights under any agreement entered into under this Rule 30.
- b. Notwithstanding anything to the contrary herein contained, so long as Burbank is a Member or Occupier or for so long as any mortgagee or charge of Burbank has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Burbank 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 Burbank or its associated entity or its mortgagee or chargee may be engaged in or which

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it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- c. Burbank, its mortgagees or chargees shall be and are by this Rule, authorised 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; and
 - (ii) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (iii) Exclude all and any Members 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; and
 - (iv) Erect for sale promotional advertising or other signs as Burbank may require on any part of the Common Property; and
 - (v) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Burbank or its mortgagee or chargee thinks fit; and
 - (vi) Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) 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.
 - (viii) Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of
 - (a) providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
 - (b) enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building;
 - (c) Burbank reporting under any environmental monitoring schemes including any carbon emissions scheme;
 - (d) Burbank improving the operational performance of the Building and future building design in Dandenong;
 - (e) billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.

Burbank agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this clause 30 c viii or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in clause 30 c viii (a)-(e).

- d. The Owners Corporation will, within 7 days of being requested by Burbank or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Burbank or its mortgagee or chargee to complete the Development.

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31. DEFINITIONS

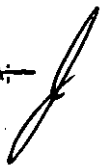
In these Rules:

- (a) **"Act"** means the Owners Corporations Act 2006 or any amended version;
- (b) **"Apartment Lot"** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **"Amenities"** means the Garden and BBQ areas which are comprised in Owners Corporation No 2 and No 3
- (d) **"Building"** means the building constructed on the Land;
- (e) **"Building Management"** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;
- (g) **Car Park Lot** means Lots B1 – B121, C1-C10, G1-G63, P1-P5 or the car park of each lot;
- (h) **"Common Property"** means any Common Property described on the Plan of Subdivision;
- (i) **Developer** means the Developer of the project, Burbank
- (j) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (k) **"Development"** means all the land and improvements comprised in Plan of Subdivision No P.S. 645691V and known as 51-67 Hornsby Street, Dandenong, VIC 3175
- (l) **"Guidelines"** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (m) **"Land"** means the whole of the land described in the Plan;

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- (n) **"Lot"** or **"Lots"** means a Lot or Lots on the Plan of Subdivision;
- (o) **"Manager"** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (p) **"Model Rules"** means the model rules prescribed by the Owners Corporations Act 2006 ~~from time to time as attached in Annexure A;~~ 
- (q) **Motor Vehicle** means a motor vehicle:
 - a. with a tare weight of not more than 2 tonnes; and
 - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (r) **"Occupier"** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (s) **"Owner"** means a registered owner of a Lot ;
- (t) **"Owners Corporation"** means Owners Corporation No 1 No 2 No 3 No 4 on Plan No 645691V, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (u) **"Owners Corporation Committee"** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (v) **"Owners Corporation Manager"** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (w) **"Plan"** or **"Plan of Subdivision"** means Plan of Subdivision No 645691V;
- (x) **"Regulations"** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (y) **Retail Lot OR Commercial Lot** means Lot No: 31, 32, 33, 41, 42, 43;
- (z) **"Rules"** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (aa) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks; and

- (bb) "Storage Lot" means the storage cage of each lot
- (cc) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of the Building.
- (dd) 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 those Rules in respect of the party or parties to who they are given.



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Owners Corporation Notification of Making Rules

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

Lodged by

Name: CLAYTON UTZ
Phone: 9286 6000
Address: Level 18, 333 Collins Street, Melbourne 3000
Reference: 210/14193/80130395
Customer Code: 1416K

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

Burbank Land Corporation Pty Ltd ACN 138 175 210 of 36 Aberdeen Road, Altona, Victoria 3018

Plan No.: PS645691V Owners Corporation No.: 2

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 5 January 2015

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

ALISON LORRAINE KENNEDY
Level 18, 333 Collins Street,
Melbourne VIC 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

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**Owners Corporation Rules
Mosaic Apartments
51-67 Hornsby Street, Dandenong, VIC 3175
P.S. 645691V No 1 & No 2 & No 3 & No 4**

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PREFACE

These Rules are made for Owners Corporation No 1 & No 2 & No 3 & No 4 on Plan No **PS 645691V**

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of the Development are maintained at premium levels.

Please ensure that all Owners and Occupiers, invitees or tradespeople of an Occupier or Owner, familiarise themselves, and comply with these requirements.

Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and tenants.

1. MANAGEMENT

1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

- a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.
- b. Owners and Occupiers must strictly comply with all of the Rules, Guidelines and Regulations.
- c. The Owners Corporation may at any time issue Guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must ensure that all invitees strictly comply with such Guidelines.
- d. The Owners Corporation Committee may issue Guidelines (and amend them from time to time) in relation to the use of any Common Property and facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Owners and Occupiers must follow any Guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

1.2 GENERAL

- a. Every Owner and where applicable every Occupier must provide its contact details including name, mobile phone number and email address to Building Management and the Owners Corporation Manager as soon as reasonably possible after becoming the Owner and/or Occupier.

- b. The Owners Corporation may take all reasonable necessary measures to ensure that the health, safety and/or security of Owners and Occupiers and any person entitled to use the Common Property is not compromised.
- c. An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- d. An Owner or Occupier must always follow the directions of the Owners Corporation when using any Common Property, including but not limited to all directions which are signposted in or around the Common Property.
- e. An Owner or Occupier must:
 - (i) not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property; and
 - (ii) inform the Owners Corporation and Building Management of any damage, forced entry to or other acts that might compromise the security of the Common Property.
- f. If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier who must comply with these Rules.
- g. Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than for emergency purposes. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- h. Owners and Occupiers must comply with all statutory requirements, including those issued from time to time by the Owners Corporation or the Owners Corporation Committee, relating to fire protection and safety.
- i. Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- j. Owners, Occupiers and invitees must not smoke in the Common Property.
- k. The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be charged to the Owner of the Lot where the call was caused by the Lot's Owner or Occupier once the Building Management identifies who is responsible for the false alarm.
- l. Owners, Occupiers and their invitees must be appropriately dressed while in the Common Property at all times.

2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

2.1 GENERAL

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. use the Common Property or the common facilities or permit the Common Property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by Owners, occupiers or invitees of other Lots;
- b. use or permit the Common Property or the common facilities to be used for any purpose other than that for which they were designed;
- c. do or suffer to be done in or upon the Common Property or the common facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- d. use or permit any Lot, the Common Property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Owner or Occupier of any lot or the families or visitors of any such Owner or Occupier;
- e. fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees;
- f. fail to clear on a regular basis the contents of the Owner's mail receiving box;
- g. fail to inform and require compliance of all the Rules and Regulations on any Occupier, guest, visitor or invitee of any kind;
- h. obstruct the lawful use of Common Property by any person; and
- i. use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, Occupier or user of another Lot;

2.2 OFFENSIVE BEHAVIOUR AND SMOKING

- a. An Owner or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause

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offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property

- b. An Owner or Occupier of a Lot must not smoke, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property
- c. An Owner or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation

3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

3.1 GENERAL

An Owner must not, and must ensure that an Occupier or Invitee of its Lot does not:

- a. use or permit to be used any part of a Car Park Lot otherwise than for the purpose of parking a Motor Vehicle and not to assign, sub-let or grant any licence to any person to use a Car Park Lot without the consent in writing of the Owners Corporation;
- b. Car Park Lots must only be used by Owners and Occupiers
- c. an Owner or Occupier must not use a Car Park Lot for any other purpose without the prior consent of the Owners Corporation, save for storage lots that form part of the Car Park Lots.
- d. park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- e. drive or operate any Motor Vehicle within the Development in excess of 10kph;
- f. permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- g. interfere with the operation, function or control of the electronic vehicle access gate;
- h. wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property ;

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- i. cause danger or concern to any person or to property by driving with due care while driving in and around the Car Park;
- j. allow any build up or discharge of oil or any other fluids onto Common Property from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation and any additional costs incurred to remove the build up from Common Property will be charged to the Owner of the Lot;
- k. use the Car Park Lot for storage of any item outside of its intended use as a car park space; and
- l. use a lift if a fire alarm is activated or if a fire is reported or detected as emergency stairs must be used in these circumstances
- m. park or leave a vehicle or permit a vehicle to be parked in a car park which is not the Owners' or Occupiers' car park.

3.2 MOTOR VEHICLE RISK

- a. The Owners Corporation is not responsible for:
 - (i) any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park; or
 - (ii) the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.
- b. Motor Vehicles left in the Car Park are at the sole risk of the owner of the Motor Vehicle.

3.3 BICYCLES

- a. The Owner or Occupier may not install any storage unit, storage facility or bicycle rack for bicycles within an Owner's Car Park Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same.
- b. Bicycles are only to be left in the designated bicycle storage areas. Owners with bicycles must coordinate the use of bicycle racks with Building Management. No bicycle is to be left on a rack without prior approval and allocation by the Manager. Bicycle racks will be allocated on a first come first serve basis with an allocation of one bicycle rack per Lot.
- c. Bicycles may be permitted by the Owners Corporation or its Building Management from time to time to be brought into a lot, foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated
- d. Motor bikes or scooters are only to be parked in Car Park Lots.



4. USE OF AMENITIES

4.1 GENERAL

- a. Only the Owners and Occupiers of an Apartment Lot within Owners Corporation 2 and 3 on Plan of Subdivision PS 645691V or any subsequent plan relating to those Lots are entitled to use and have access to the Amenities.
- b. The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules and Guidelines regulating the Amenities use and operation

4.2 GARDEN AND BBQ AREAS

- a. The BBQ Area is only for the use of Owners and Occupiers of an apartment lot within Owners Corporation 2 & 3 and their Invitees.
- b. The Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- c. Persons using the Garden and BBQ areas must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- d. Owners and Occupiers must provide all information about and gain written approval for any proposed function as required by Building Management, including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- e. The management of the Garden and BBQ area (including functions, availability, and use) is at the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- f. The initial hours of use for the Garden and BBQ areas are between 7am and 10.00pm and must be observed by all Owners or Occupiers using the Garden and BBQ areas. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- g. Only ten guests per Apartment Lot are permitted in the Garden and BBQ areas at any one time.

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- h. Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Garden and BBQ areas.
- i. Guests must be accompanied by the relevant Owner or Occupier of an Apartment Lot at all times.
- j. An Owner or Occupier must be in appropriate attire at all times in the Garden and BBQ areas
- k. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier utilising the Garden and BBQ areas.
- l. All users of the Garden and BBQ areas do so at their own risk
- m. Improper use of the Garden and BBQ areas may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- n. The following items are not permitted in the Garden and BBQ areas:
 - (i) Excessive alcohol;
 - (ii) smoking;
 - (iii) pets;
 - (iv) amplified music;
 - (v) glass objects;
 - (vi) sharp objects; and
 - (vii) portable personal and private barbeques.

5. USE OF THE LOT

5.1 GENERAL

- a. An Owner or Occupier of a Lot must not allow more than 6 people to occupy a Lot at any time without the prior written consent of the Owners Corporation.

5.2 USE

Without limiting rule 21, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

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- a. in the discretion of the Owners Corporation Committee, the trade or business can be carried on and is carried on without causing undue nuisance to other Owners or Occupiers;
- b. the use or the type of trade or business has been approved by the Owners Corporation Committee;
- a. the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- b. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- c. the trade or business can be carried on, without causing undue nuisance to the Owners and Occupiers of other Lots.

6. USE AND BEHAVIOUR

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. obstruct the lawful use of Common Property by any person;
- b. consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;
- c. dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property;
- d. smoke on Common Property;
- e. interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- f. remove nor damage any article from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use without the prior written consent of the Owners Corporation;
- g. modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- h. enter any plant room without the consent of Building Management;
- i. modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation;



- j. replace any floor coverings which will create undue noise to above or below or adjoining Owners and Occupiers;
- k. use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- l. interfere with or obstruct Building Management, the Owners Corporation or the Owners Corporation Manager from performing their duties;
- m. use a Lot, Common Property or common facilities for any purpose, or do anything, that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Owners or Occupiers or their invitees;
- n. use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their invitees; and
- o. use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the lot determined by Building Management to be responsible for the damage or blockage

7. NOISE

- a. Owners and Occupiers must not create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (i) person lawfully using the Common Property; or
 - (ii) any Lot Owner, Occupier or their family and visitors;
- b. Owners and Occupiers must not use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 2.00pm and 10.00am on weekdays and on weekends;
- c. Owners and Occupiers must not make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am;
- d. Owners and Occupiers must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

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- e. Owners and Occupiers must not make or permit to be made any undue noise in or on the Common Property or any Lot affected by the Owners Corporation.
- f. Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- g. Music, other than that played on a personal listening device, is not to be played in any Common Property.
- h. Owners and Occupiers must not install any equipment or devices in a Lot which creates vibrations that travel into another Lot or Common Property and which cause nuisance without the prior approval of the Owners Corporation.
- i. Owners and Occupiers must not to hold any social gathering or create noise likely to be objected to in the Common Property and must ensure that any such noise is minimised by closing all doors and windows of its Lot.

8. ANIMALS

- a. Only animals of the Owners and Occupiers are permitted in the Lots. Owners and Occupiers must ensure that animals are controlled at all times. All animals must be kept on a lead, carried or in a cage whilst on or in the Common Property. If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.
- b. If an animal causes nuisance, the Owners Corporation may issue a notice of breach of Rules to the animal's Owner. If the animal continues to cause nuisance after 28 days of receipt of a notice of breach of Rules, the Owners Corporation may obtain a resolution that the animal is causing a nuisance to the common Property and must be removed from the Building and the Development. A notice of the resolution will be issued to the Owner or Occupier responsible for the animal who must remove that animal within 7 days of receipt of the notice.
- c. Owners and Occupiers must not allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time.
- d. The Owner and/or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.
- e. Owners and Occupiers must regularly clean any animal debris from their balconies, courtyards or patios within a Lot.

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- f. Owners and Occupiers must not keep any animal on a balcony, courtyard or patio within a Lot unattended.
- g. Owners and Occupiers must not keep any animal within a Lot without having first notified the Owners Corporation of the same.

9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

An Owner must not, and must ensure that the Occupier of its Lot must not:

- a. allow any balcony or open area forming part of a Lot to become unkempt, or unsightly,
- b. keep anything on the balcony or open area which in the opinion of the Owners Corporation is unsightly;
- c. hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of an Owner's Lot or the Common Property or on or from any balcony, entrance or landing of an Owner's Lot or the Common Property except in specific areas if any designated for that purpose by the Owners Corporation;
- d. install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation which will be subject to compliance with the existing colour scheme;
- e. keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant will not extend beyond the boundary of the lot or obstruct the views from another Lot;
- f. allow water to enter into another Lot and take care when watering plants in a Lot;
- g. construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard;
- h. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- i. install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;

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- j. hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains, blinds or window covers are approved by the Owners Corporation which will be subject to the Guidelines in relation to window furnishings, cover colour, style, fabric, etc. The current position, unless varied by Guidelines, is as follows:
 - (i) Roller-blinds
 - (ii) Fabric 100% blackout, Colour - Cashmere ;
 - (iii) All chains to be metal and attached with a child safety device
- k. Obstruct the entrance to a Lot or balcony / courtyard or other area forming part of a Lot that requires access of a contractor for the purposes of maintaining or cleaning the Building structure including glass on balconies, box gutters or any emergency repairs; and
- l. paint, finish or otherwise alter the external façade of the Building or improvement forming part of the Common Property or their Lot.

10. RUBBISH AND WASTE MANAGEMENT

- a. The Guidelines on waste management and bin use may be determined and varied at any time by the Owners Corporation.
- b. An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- c. An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other Owners or Occupiers.
- d. An Owner or Occupier is responsible for appropriate use of the bins and bin room. Rubbish must not be left in the Common Property other than in the bins provided.
- e. Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the Owner of the Lot.
- f. Under no circumstances is rubbish to be left anywhere in the Common Property.
- g. Rubbish must be disposed of in secure wrapping by taking it to the bin room
- h. General garbage waste in suitable bags (and tied) will be deposited directly into the bins available



- i. Recycling waste must be deposited directly into the bins available
- j. Heavy cardboard must be flattened and deposited into the bins available
- k. No flammable items are to be disposed of in the bin room
- l. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items (i.e. must not be left in the bin room)
- m. An Owner or Occupier is also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from Common Property following a move. (i.e. must not be left in the bin room)
- n. Cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property. Enforcing this is the responsibility of the owner or occupier.
- o. An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof will be borne by the Occupier of the Owner's Lot

11. MOVING IN AND VACATING

- a. Moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management.
- b. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.
- c. Building Management must be contacted to arrange a date and time to conduct any move. Unless the Owner or Occupier receives permission to move and confirmation of the booking (date and time) from Building Management, the time slot is not confirmed and the Owner or Occupier cannot move in. All paperwork as required by the Owners Corporation must be completed by the Owner or Occupier before moving in.



- d. Prior to attendance at the Building, the Owner or Occupier must provide a copy of the removalist's liability insurance policy to Building Management.
- e. The Owner or Occupier must notify all carriers and trades people that they must contact the Building Manager prior to arrival at the Building. If the carriers or trades people are running late, they may miss their time slot and have to reschedule.
- f. A minimum of three (3) days of notice before the move must be provided to Building Management.
- g. The Owner or Occupier must be present to manage the removalist at all times and act as a contact point to facilitate the move and ensure procedures are adhered to for the safety and security of the Building.
- h. Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift. Furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- i. Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions by the Building Manager.
- j. No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- k. The moving in or out of furniture and goods is only permitted between 9:00 am and 5:00 pm (Monday to Friday). All moves must be completed by 5:00 pm.
- l. Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property following a move. Dumping of rubbish including but not limited to cartons, crates or unwanted furnishings is strictly prohibited on or in any part of the Building or Common Property. Any costs associated with rubbish removal from Common Property as a result of the move will be paid for by the relevant Owner or Occupier. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation relating to such rubbish.
- m. Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the lot), then the Owners Corporation may recover the amount from the Owner.
- n. Owners and Occupiers must not permit any vehicles to restrict access to the Car Park.

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12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

An Owner must not, and must ensure that the Occupier of its Lot must not: -

- a. give less than twenty-four (24) hours of notice to the Owners Corporation or its representative before any large furniture, fittings, furnishings or equipment may be moved in or out of its Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- b. arrange for deliveries of any kind or nature unless the Owner or Occupier is at or on the Building to accept and arrange for the same at each Owner's or Occupier's sole cost and liability;
- c. cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time and ensure that the loading and unloading of vehicles will be made entirely within the Development at such locations and at such times;
- d. damage, obstruct or interfere with the lift, stairways, corridors or any Common Property when moving any items in or out of any Lot; and
- e. use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation.

13. BUILDING WORKS

13.1 GENERAL

An Owner must not, and must ensure that the Occupier of an Owner's Lot does not undertake any building works within or about or relating to an Owner's Lot except in accordance with the following requirements:

- a. works are only to be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the Owners Corporation Manager or their representative and then strictly in accordance with those permits, approvals and consents and any conditions thereof; and
- b. works must be undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

13.2 CONDITIONS



- a. An Owner or Occupier of a Lot must not proceed with any such works until the Owner or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and the Owner or Occupier receives written approval for those works from the Owners Corporation.
- c. The Owner or Occupier of a Lot must ensure that:
 - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work; and
 - (ii) the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- d. The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants, agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- e. The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which is caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of same to the Owner.
- f. The Owner or Occupier of a Lot must not arrange for tradespersons (except in emergencies) or any nature or kind to carry out works except during normal working hours 8.00am to 5.00pm Monday to Friday and there will be no work done by tradespeople on weekends or public holidays at all.
- g. The Owner or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.



- h. The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licenses or invitees.

14. SIGNAGE

An Owner must not, and must ensure that the Occupier of its Lot does not: -

- a. permit any placard, advertisement or signage in or upon the Owner's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- b. permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation; and
- c. erect any signage, advertising, directory board or other attachment to the exterior façade of the Building at all without prior approval of the Owners Corporation.
- d. Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property

15. NOTIFICATION OF DEFECTS

An Owner of Occupier must notify Building Management as soon as it becomes aware of any damage to or defect in:

- a. the Common Property or any personal property of the Owners Corporation; or
- b. any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

16. DAMAGE, REPAIRS AND MAINTENANCE

16.1 DAMAGE AND CLEANLINESS

- a. Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanliness of Common Property.

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- b. Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their invitees, a cleaning fee may be charged by the Owners Corporation to the relevant Owner.
- c. Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

16.2 DAMAGE REPAIRS AND MAINTENANCE

An Owner or Occupier of a Lot must not:-

- a. damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Owner or tenants, invitees, servants or their invitees of any of the Lots, the Owners Corporation will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Owner of the Lot;
- b. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- c. interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- d. store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Building may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- e. interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- f. modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- g. install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. i.e. being fire retardant and of a colour approved by the Owners Corporation.



An Owner or Occupier of a Lot must:-

- h. grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given twenty-four (36) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
- i. ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
- j. ensure that the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- k. ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- l. ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another Lot or within Common Property; and
- m. ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

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

- a. The Owners Corporation will charge penalty interest at the rate of interest payable under section 2 of the Penalty Interest Rates Act 1983;
- b. The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;
- c. The Owner of a Lot must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Owner will become liable to the Owners Corporation for the amount charged.



- d. The Owner of a Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.

18. OWNER DETAILS

- a. An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.
- b. A party who acquires a Lot must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of contract.
- c. An Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Owner's alternative mailing address for service of notices and any changes to it as soon as possible.
- d. An Owner must provide to the Owners Corporation a street address, mobile phone number and email address for correspondence purposes. PO Box addresses will not be accepted.

19. SECURITY

19.1 GENERAL

An Owner or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Building

19.2 SECURITY KEY

- a. The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot;
- b. An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed;
- c. Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.



- d. Owners and Occupiers must not without written consent from Building Management 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.
- e. Owners and Occupiers must promptly notify Building Management if their Security Key is lost or destroyed.
- f. Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or Owner's agent.
- g. The number of Security Keys may be restricted for a Lot, in the absolute discretion of the Owners Corporation

20. SUPPORT AND PROVISION OF SERVICES

- a. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to its Lot or the Common Property so that:
 - (i) any support or shelter provided by its Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot or the Common Property is interfered with.
- b. Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of the Owners Corporation Manager and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.
- c. Owners acknowledge and agree that the Owners Corporation may share amongst its Owners the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner will pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
 - (i) a proportional rate by dividing unit liability of that lot by the total unit liability of all lots serviced jointly; or
 - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

21. RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS

The following conditions apply to the use of the Retail/ Commercial Lots by all parties and must be observed by an Owner or Occupier of a Retail/ Commercial Lot and persons under their control:

- a. all Retail/ Commercial Lots must be maintained in a pristine condition at all times;
- b. no signage, advertising, posters or other will be allowed to be affixed facing internal corridors;
- c. all Retail/ Commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- d. no signage will be allowed on the exterior face at all unless approved in accordance with Rule 14;
- e. Retail/ Commercial Lots will be responsible for their own rubbish disposal;
- f. an Owner, Occupier or invitee of a Retail/ Commercial Lots Lot must not at any time egress through the entrance to the Building with any food or beverage items relevant to the business conducted on the Retail Lot;
- g. An Owner or Occupier of a Retail/ Commercial Lots Lot will be responsible for all costs associated with the cleaning, waste management, repairs and maintenance of the Retail/ Commercial Lots Lot.
- h. An Owner or Occupier of a Retail Lot requires an ordinary resolution by the Owners Corporation at an Annual General Meeting in order to apply for a liquor license.
- i. The member or occupier of any lot used as a restaurant, cafe or for other commercial purposes must
 - (i) Take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation;
 - (ii) Bring their bins in at a time nominated by the Owners Corporation;
 - (iii) Avoid unnecessary noise when filling bins and ensure contractors pick up the contents in the bin at a time nominated by the Owners Corporation;
 - (iv) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (v) Ensure all cardboard and paper waste is cut up or folded and neatly placed in the recycling area;
 - (vi) 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 all bins, bottles, cardboard/paper and any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;

- (vii) Wash bins only within the lot, excluding car spaces;
- (viii) Comply with all health, noise and other regulations in carrying on the business from the lot;
- (ix) Ensure that any mechanical fluing is charcoaled filtered or equivalent;
- (x) Restrict all deliveries to occur only between 7:00am and 6:00pm daily;
- (xi) Not permit electronic gambling machines
- (xii) Make all reasonable attempts to address / treat any odours that emanate from the lot;
- (xiii) Ensure that all wall, floor and ceiling treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved;
- (xiv) Not operate outside of hours pursuant to what is approved by council;
- (xv) Comply with these rules,

Nothing in these rules prevent or prohibits any member or occupier of a 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 of such lot may apply for while the proprietor or owner of any such commercial lot;

- Operates lawfully
- Obtains each and every permit, liquor licence or other consent required; and
- Operates within the terms of any such liquor licence, permit or consent.

The proprietor or operator of any retail or commercial is responsible for the costs associated with cleaning, repairing and maintain any such lot and ensuring that the area surround such lot is kept in a neat and tidy condition

22. RECOVERY OF EXPENDITURE

Where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, its regulations or of these Rules, including without limitation administrative and management costs, legal costs and the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by Owners of Lots or Occupiers or invitees, servants, employees, agents, children, or licensees of such Owners of Lots, the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in VCAT or any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

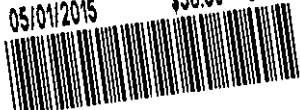
23. INSURANCE

- a. The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and

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electrical fittings and appliances which are not built into the Lot and which can be removed.

- b. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace.
- c. Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- d. If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- e. It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- f. Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- g. An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

24. LEASED LOTS

To ensure that the living standards, safety and security of the Building are maintained by and for all Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by non-Owners:

- a. an Owner or Occupier may not lease, sub-lease, licence, grant or renew any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months without first obtaining the written approval of the Owners Corporation Manager to that occupancy;
- b. an Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence;
- c. without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-Owners;

- d. in order to maintain currency of occupancy records, the Owner or the Owner's agent, must notify Building Management in advance of:
 - (i) full details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy;
- e. an Owner of a Lot, which is subject to a lease or licence agreement must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee; and
- f. an Owner or Occupier must not permit any placard, advertisement or signage (including relating to the sale or lease of a Lot) in or upon its Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.

25. COMPLIANCE

- a. Owners and Occupiers must ensure that their invitees comply with these Rules.
- b. Any Owner of a lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any invitees of that lessee or licensee complies with these rules
- c. Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- d. Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- e. Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as it deems appropriate from time to time.
- f. An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees

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- g. An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning, etc) deemed necessary in the Owners Corporation Manager's absolute discretion as a result of the acts, omission, or behaviour of that Owner or the Owner's lessees, licensees or invitees including but not limited to additional time spent by the Owners Corporation or Building Management as result of such act, omission or behaviour.
- h. An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- i. Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation and the Owners Corporation Manager in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation or Owners Corporation Manager may suffer, sustain or incur as a result of any breach by the Owner or the Owner's lessee or licensee (or any of their agents, contractors, workers and invitees) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- j. The Owners Corporation will in addition to any legal proceeding be able to charge an Owner penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983

26. OWNERS CORPORATION FEES

- a. The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation by each Owner according to their unit entitlement and unit liability on or before the due date.
- b. Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- c. If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the Penalty Interest Rates Act 1983.
- d. The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these rules caused by an Owner, or Occupier. These additional fees are to be paid within 28 days of being levied

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against the Owner or Occupier. The Owner will be liable to pay these additional fees as an Owner is responsible and liable for the conduct of its Occupier or Invitees

27. COMPLIANCE WITH RULES BY INVITEES

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is 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
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

30. SPECIAL RULES FOR THE DEVELOPER

- a. A Member or Occupier must not hinder or impede Burbank from exercising its rights under any agreement entered into under this Rule 30.
- b. Notwithstanding anything to the contrary herein contained, so long as Burbank is a Member or Occupier or for so long as any mortgagee or charge of Burbank has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Burbank 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 Burbank or its associated entity or its mortgagee or chargee may be engaged in or which

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it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- c. Burbank, its mortgagees or chargees shall be and are by this Rule, authorised 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; and
 - (ii) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (iii) Exclude all and any Members 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; and
 - (iv) Erect for sale promotional advertising or other signs as Burbank may require on any part of the Common Property; and
 - (v) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Burbank or its mortgagee or chargee thinks fit; and
 - (vi) Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) 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.
 - (viii) Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of
 - (a) providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
 - (b) enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building;
 - (c) Burbank reporting under any environmental monitoring schemes including any carbon emissions scheme;
 - (d) Burbank improving the operational performance of the Building and future building design in Dandenong;
 - (e) billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.

Burbank agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this clause 30 c viii or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in clause 30 c viii (a)-(e).

- d. The Owners Corporation will, within 7 days of being requested by Burbank or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Burbank or its mortgagee or chargee to complete the Development.

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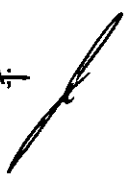


31. DEFINITIONS

In these Rules:

- (a) **"Act"** means the Owners Corporations Act 2006 or any amended version;
- (b) **"Apartment Lot"** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **"Amenities"** means the Garden and BBQ areas which are comprised in Owners Corporation No 2 and No 3
- (d) **"Building"** means the building constructed on the Land;
- (e) **"Building Management"** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;
- (g) **Car Park Lot** means Lots B1 – B121, C1-C10, G1-G63, P1-P5 or the car park of each lot;
- (h) **"Common Property"** means any Common Property described on the Plan of Subdivision;
- (i) **Developer** means the Developer of the project, Burbank
- (j) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (k) **"Development"** means all the land and improvements comprised in Plan of Subdivision No P.S. 645691V and known as 51-67 Hornsby Street, Dandenong, VIC 3175
- (l) **"Guidelines"** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (m) **"Land"** means the whole of the land described in the Plan;



- (n) **"Lot" or "Lots"** means a Lot or Lots on the Plan of Subdivision;
- (o) **"Manager"** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (p) **"Model Rules"** means the model rules prescribed by the Owners Corporations Act 2006 ~~from time to time as attached in Annexure A;~~ 
- (q) **Motor Vehicle** means a motor vehicle:
 - a. with a tare weight of not more than 2 tonnes; and
 - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (r) **"Occupier"** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (s) **"Owner"** means a registered owner of a Lot ;
- (t) **"Owners Corporation"** means Owners Corporation No 1 No 2 No 3 No 4 on Plan No 645691V, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (u) **"Owners Corporation Committee"** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (v) **"Owners Corporation Manager"** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (w) **"Plan" or "Plan of Subdivision"** means Plan of Subdivision No 645691V;
- (x) **"Regulations"** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (y) **Retail Lot OR Commercial Lot** means Lot No: 31, 32, 33, 41, 42, 43;
- (z) **"Rules"** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (aa) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks; and



- (bb) "Storage Lot" means the storage cage of each lot
- (cc) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of the Building.
- (dd) 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 those Rules in respect of the party or parties to who they are given.

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Owners Corporation Notification of Making Rules

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

Lodged by

Name: CLAYTON UTZ
Phone: 9286 6000
Address: Level 18, 333 Collins Street, Melbourne 3000
Reference: 210/14193/80130395
Customer Code: 1416K

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

Burbank Land Corporation Pty Ltd ACN 138 175 210 of 36 Aberdeen Road, Altona, Victoria 3018

Plan No.: PS645691V Owners Corporation No.: 3

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 5 January 2015

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

ALISON LORRAINE KENNEDY
Level 18, 333 Collins Street,
Melbourne VIC 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

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**Owners Corporation Rules
Mosaic Apartments
51-67 Hornsby Street, Dandenong, VIC 3175
P.S. 645691V No 1 & No 2 & No 3 & No 4**

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PREFACE

These Rules are made for Owners Corporation No 1 & No 2 & No 3 & No 4 on Plan No **PS 645691V**

The purpose of this document is to make Owners and Occupiers aware of their responsibilities to ensure that the amenity and the living standards of the Development are maintained at premium levels.

Please ensure that all Owners and Occupiers, invitees or tradespeople of an Occupier or Owner, familiarise themselves, and comply with these requirements.

Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and tenants.

1. MANAGEMENT

1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

- a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.
- b. Owners and Occupiers must strictly comply with all of the Rules, Guidelines and Regulations.
- c. The Owners Corporation may at any time issue Guidelines for Owners and Occupiers either pursuant to any of the Rules or for the purpose of giving effect to the object of any of these Rules. Owners and Occupiers must ensure that all invitees strictly comply with such Guidelines.
- d. The Owners Corporation Committee may issue Guidelines (and amend them from time to time) in relation to the use of any Common Property and facilities under the Owners Corporation's control within the Building (including without limitation the facilities referred to in these Rules). Owners and Occupiers must follow any Guidelines that are issued by either the Owners Corporation Committee or Owners Corporation Manager.

1.2 GENERAL

- a. Every Owner and where applicable every Occupier must provide its contact details including name, mobile phone number and email address to Building Management and the Owners Corporation Manager as soon as reasonably possible after becoming the Owner and/or Occupier.

- b. The Owners Corporation may take all reasonable necessary measures to ensure that the health, safety and/or security of Owners and Occupiers and any person entitled to use the Common Property is not compromised.
- c. An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons who are entitled to use the Common Property is not compromised.
- d. An Owner or Occupier must always follow the directions of the Owners Corporation when using any Common Property, including but not limited to all directions which are signposted in or around the Common Property.
- e. An Owner or Occupier must:
 - (i) not leave or prop open or permit to remain open any external doors or gates providing access to the Common Property; and
 - (ii) inform the Owners Corporation and Building Management of any damage, forced entry to or other acts that might compromise the security of the Common Property.
- f. If a Lot is rented, leased or loaned for any period of time, the Owner must make sure that a copy of these Rules is provided to the Occupier who must comply with these Rules.
- g. Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than for emergency purposes. Owners and Occupiers must not obstruct any fire stairs or fire escape.
- h. Owners and Occupiers must comply with all statutory requirements, including those issued from time to time by the Owners Corporation or the Owners Corporation Committee, relating to fire protection and safety.
- i. Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- j. Owners, Occupiers and invitees must not smoke in the Common Property.
- k. The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be charged to the Owner of the Lot where the call was caused by the Lot's Owner or Occupier once the Building Management identifies who is responsible for the false alarm.
- l. Owners, Occupiers and their invitees must be appropriately dressed while in the Common Property at all times.



2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

2.1 GENERAL

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. use the Common Property or the common facilities or permit the Common Property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by Owners, occupiers or invitees of other Lots;
- b. use or permit the Common Property or the common facilities to be used for any purpose other than that for which they were designed;
- c. do or suffer to be done in or upon the Common Property or the common facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- d. use or permit any Lot, the Common Property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Owner or Occupier of any lot or the families or visitors of any such Owner or Occupier;
- e. fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees;
- f. fail to clear on a regular basis the contents of the Owner's mail receiving box;
- g. fail to inform and require compliance of all the Rules and Regulations on any Occupier, guest, visitor or invitee of any kind;
- h. obstruct the lawful use of Common Property by any person; and
- i. use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of an Owner, Occupier or user of another Lot;

2.2 OFFENSIVE BEHAVIOUR AND SMOKING

- a. An Owner or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause



offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property

- b. An Owner or Occupier of a Lot must not smoke, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property
- c. An Owner or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation

3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

3.1 GENERAL

An Owner must not, and must ensure that an Occupier or Invitee of its Lot does not:

- a. use or permit to be used any part of a Car Park Lot otherwise than for the purpose of parking a Motor Vehicle and not to assign, sub-let or grant any licence to any person to use a Car Park Lot without the consent in writing of the Owners Corporation;
- b. Car Park Lots must only be used by Owners and Occupiers
- c. an Owner or Occupier must not use a Car Park Lot for any other purpose without the prior consent of the Owners Corporation, save for storage lots that form part of the Car Park Lots.
- d. park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to the Car Park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- e. drive or operate any Motor Vehicle within the Development in excess of 10kph;
- f. permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- g. interfere with the operation, function or control of the electronic vehicle access gate;
- h. wash any Motor Vehicle in a Car Park Lot or any other part of the Common Property ;



- i. cause danger or concern to any person or to property by driving with due care while driving in and around the Car Park;
- j. allow any build up or discharge of oil or any other fluids onto Common Property from any parked Motor Vehicle and immediately remove such build up on receipt of notice from the Owners Corporation and any additional costs incurred to remove the build up from Common Property will be charged to the Owner of the Lot;
- k. use the Car Park Lot for storage of any item outside of its intended use as a car park space; and
- l. use a lift if a fire alarm is activated or if a fire is reported or detected as emergency stairs must be used in these circumstances
- m. park or leave a vehicle or permit a vehicle to be parked in a car park which is not the Owners' or Occupiers' car park.

3.2 MOTOR VEHICLE RISK

- a. The Owners Corporation is not responsible for:
 - (i) any damage to a Motor Vehicle while inside the Car Park or while entering or leaving the Car Park; or
 - (ii) the theft of any Motor Vehicle or of any item within any Motor Vehicle parked in the Car Park.
- b. Motor Vehicles left in the Car Park are at the sole risk of the owner of the Motor Vehicle.

3.3 BICYCLES

- a. The Owner or Occupier may not install any storage unit, storage facility or bicycle rack for bicycles within an Owner's Car Park Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same.
- b. Bicycles are only to be left in the designated bicycle storage areas. Owners with bicycles must coordinate the use of bicycle racks with Building Management. No bicycle is to be left on a rack without prior approval and allocation by the Manager. Bicycle racks will be allocated on a first come first serve basis with an allocation of one bicycle rack per Lot.
- c. Bicycles may be permitted by the Owners Corporation or its Building Management from time to time to be brought into a lot, foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated
- d. Motor bikes or scooters are only to be parked in Car Park Lots.

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4. USE OF AMENITIES

4.1 GENERAL

- a. Only the Owners and Occupiers of an Apartment Lot within Owners Corporation 2 and 3 on Plan of Subdivision PS 645691V or any subsequent plan relating to those Lots are entitled to use and have access to the Amenities.
- b. The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules and Guidelines regulating the Amenities use and operation

4.2 GARDEN AND BBQ AREAS

- a. The BBQ Area is only for the use of Owners and Occupiers of an apartment lot within Owners Corporation 2 & 3 and their Invitees.
- b. The Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- c. Persons using the Garden and BBQ areas must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- d. Owners and Occupiers must provide all information about and gain written approval for any proposed function as required by Building Management, including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.
- e. The management of the Garden and BBQ area (including functions, availability, and use) is at the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- f. The initial hours of use for the Garden and BBQ areas are between 7am and 10.00pm and must be observed by all Owners or Occupiers using the Garden and BBQ areas. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- g. Only ten guests per Apartment Lot are permitted in the Garden and BBQ areas at any one time.

- h. Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Garden and BBQ areas.
- i. Guests must be accompanied by the relevant Owner or Occupier of an Apartment Lot at all times.
- j. An Owner or Occupier must be in appropriate attire at all times in the Garden and BBQ areas
- k. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier utilising the Garden and BBQ areas.
- l. All users of the Garden and BBQ areas do so at their own risk
- m. Improper use of the Garden and BBQ areas may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- n. The following items are not permitted in the Garden and BBQ areas:
 - (i) Excessive alcohol;
 - (ii) smoking;
 - (iii) pets;
 - (iv) amplified music;
 - (v) glass objects;
 - (vi) sharp objects; and
 - (vii) portable personal and private barbeques.



5. USE OF THE LOT

5.1 GENERAL

- a. An Owner or Occupier of a Lot must not allow more than 6 people to occupy a Lot at any time without the prior written consent of the Owners Corporation.

5.2 USE

Without limiting rule 21, an Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless:

- a. in the discretion of the Owners Corporation Committee, the trade or business can be carried on and is carried on without causing undue nuisance to other Owners or Occupiers;
- b. the use or the type of trade or business has been approved by the Owners Corporation Committee;
- a. the planning scheme governing the use of that Lot permits the trade or business to be carried on from that Lot;
- b. any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- c. the trade or business can be carried on, without causing undue nuisance to the Owners and Occupiers of other Lots.

6. USE AND BEHAVIOUR

An Owner, must not, and must ensure that the Occupier of its Lot does not:

- a. obstruct the lawful use of Common Property by any person;
- b. consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;
- c. dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property;
- d. smoke on Common Property;
- e. interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- f. remove nor damage any article from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use without the prior written consent of the Owners Corporation;
- g. modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- h. enter any plant room without the consent of Building Management;
- i. modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation;

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- j. replace any floor coverings which will create undue noise to above or below or adjoining Owners and Occupiers;
- k. use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- l. interfere with or obstruct Building Management, the Owners Corporation or the Owners Corporation Manager from performing their duties;
- m. use a Lot, Common Property or common facilities for any purpose, or do anything, that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Owners or Occupiers or their invitees;
- n. use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their invitees; and
- o. use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the lot determined by Building Management to be responsible for the damage or blockage

7. NOISE

- a. Owners and Occupiers must not create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (i) person lawfully using the Common Property; or
 - (ii) any Lot Owner, Occupier or their family and visitors;
- b. Owners and Occupiers must not use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 2.00pm and 10.00am on weekdays and on weekends;
- c. Owners and Occupiers must not make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am;
- d. Owners and Occupiers must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.



- e. Owners and Occupiers must not make or permit to be made any undue noise in or on the Common Property or any Lot affected by the Owners Corporation.
- f. Generally, noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the Common Property.
- g. Music, other than that played on a personal listening device, is not to be played in any Common Property.
- h. Owners and Occupiers must not install any equipment or devices in a Lot which creates vibrations that travel into another Lot or Common Property and which cause nuisance without the prior approval of the Owners Corporation.
- i. Owners and Occupiers must not to hold any social gathering or create noise likely to be objected to in the Common Property and must ensure that any such noise is minimised by closing all doors and windows of its Lot.

8. ANIMALS

- a. Only animals of the Owners and Occupiers are permitted in the Lots. Owners and Occupiers must ensure that animals are controlled at all times. All animals must be kept on a lead, carried or in a cage whilst on or in the Common Property. If any animal creates any mess in any of the Common Property, it must be cleaned up thoroughly and the area deodorised immediately by the Owner or Occupier responsible for the animal.
- b. If an animal causes nuisance, the Owners Corporation may issue a notice of breach of Rules to the animal's Owner. If the animal continues to cause nuisance after 28 days of receipt of a notice of breach of Rules, the Owners Corporation may obtain a resolution that the animal is causing a nuisance to the common Property and must be removed from the Building and the Development. A notice of the resolution will be issued to the Owner or Occupier responsible for the animal who must remove that animal within 7 days of receipt of the notice.
- c. Owners and Occupiers must not allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time.
- d. The Owner and/or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.
- e. Owners and Occupiers must regularly clean any animal debris from their balconies, courtyards or patios within a Lot.

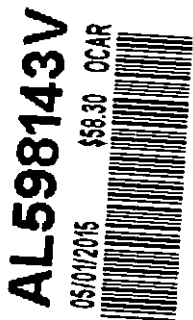


- f. Owners and Occupiers must not keep any animal on a balcony, courtyard or patio within a Lot unattended.
- g. Owners and Occupiers must not keep any animal within a Lot without having first notified the Owners Corporation of the same.

9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

An Owner must not, and must ensure that the Occupier of its Lot must not:

- a. allow any balcony or open area forming part of a Lot to become unkempt, or unsightly,
- b. keep anything on the balcony or open area which in the opinion of the Owners Corporation is unsightly;
- c. hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of an Owner's Lot or the Common Property or on or from any balcony, entrance or landing of an Owner's Lot or the Common Property except in specific areas if any designated for that purpose by the Owners Corporation;
- d. install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation which will be subject to compliance with the existing colour scheme;
- e. keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant will not extend beyond the boundary of the lot or obstruct the views from another Lot;
- f. allow water to enter into another Lot and take care when watering plants in a Lot;
- g. construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard;
- h. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- i. install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;



- j. hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains, blinds or window covers are approved by the Owners Corporation which will be subject to the Guidelines in relation to window furnishings, cover colour, style, fabric, etc. The current position, unless varied by Guidelines, is as follows:
 - (i) Roller-blinds
 - (ii) Fabric 100% blackout, Colour - Cashmere ;
 - (iii) All chains to be metal and attached with a child safety device
- k. Obstruct the entrance to a Lot or balcony / courtyard or other area forming part of a Lot that requires access of a contractor for the purposes of maintaining or cleaning the Building structure including glass on balconies, box gutters or any emergency repairs; and
- l. paint, finish or otherwise alter the external façade of the Building or improvement forming part of the Common Property or their Lot.

10. RUBBISH AND WASTE MANAGEMENT

- a. The Guidelines on waste management and bin use may be determined and varied at any time by the Owners Corporation.
- b. An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- c. An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other Owners or Occupiers.
- d. An Owner or Occupier is responsible for appropriate use of the bins and bin room. Rubbish must not be left in the Common Property other than in the bins provided.
- e. Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the Owner of the Lot.
- f. Under no circumstances is rubbish to be left anywhere in the Common Property.
- g. Rubbish must be disposed of in secure wrapping by taking it to the bin room
- h. General garbage waste in suitable bags (and tied) will be deposited directly into the bins available



- i. Recycling waste must be deposited directly into the bins available
- j. Heavy cardboard must be flattened and deposited into the bins available
- k. No flammable items are to be disposed of in the bin room
- l. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items (i.e. must not be left in the bin room)
- m. An Owner or Occupier is also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from Common Property following a move. (i.e. must not be left in the bin room)
- n. Cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property. Enforcing this is the responsibility of the owner or occupier.
- o. An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof will be borne by the Occupier of the Owner's Lot

11. MOVING IN AND VACATING

- a. Moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management.
- b. The Owner or Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted from the surety or will be paid for by the relevant Owner. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.
- c. Building Management must be contacted to arrange a date and time to conduct any move. Unless the Owner or Occupier receives permission to move and confirmation of the booking (date and time) from Building Management, the time slot is not confirmed and the Owner or Occupier cannot move in. All paperwork as required by the Owners Corporation must be completed by the Owner or Occupier before moving in.



- d. Prior to attendance at the Building, the Owner or Occupier must provide a copy of the removalist's liability insurance policy to Building Management.
- e. The Owner or Occupier must notify all carriers and trades people that they must contact the Building Manager prior to arrival at the Building. If the carriers or trades people are running late, they may miss their time slot and have to reschedule.
- f. A minimum of three (3) days of notice before the move must be provided to Building Management.
- g. The Owner or Occupier must be present to manage the removalist at all times and act as a contact point to facilitate the move and ensure procedures are adhered to for the safety and security of the Building.
- h. Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift. Furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- i. Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions by the Building Manager.
- j. No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- k. The moving in or out of furniture and goods is only permitted between 9:00 am and 5:00 pm (Monday to Friday). All moves must be completed by 5:00 pm.
- l. Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property following a move. Dumping of rubbish including but not limited to cartons, crates or unwanted furnishings is strictly prohibited on or in any part of the Building or Common Property. Any costs associated with rubbish removal from Common Property as a result of the move will be paid for by the relevant Owner or Occupier. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation relating to such rubbish.
- m. Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the lot), then the Owners Corporation may recover the amount from the Owner.
- n. Owners and Occupiers must not permit any vehicles to restrict access to the Car Park.

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12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

An Owner must not, and must ensure that the Occupier of its Lot must not: -

- a. give less than twenty-four (24) hours of notice to the Owners Corporation or its representative before any large furniture, fittings, furnishings or equipment may be moved in or out of its Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation;
- b. arrange for deliveries of any kind or nature unless the Owner or Occupier is at or on the Building to accept and arrange for the same at each Owner's or Occupier's sole cost and liability;
- c. cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time and ensure that the loading and unloading of vehicles will be made entirely within the Development at such locations and at such times;
- d. damage, obstruct or interfere with the lift, stairways, corridors or any Common Property when moving any items in or out of any Lot; and
- e. use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation.

13. BUILDING WORKS

13.1 GENERAL

An Owner must not, and must ensure that the Occupier of an Owner's Lot does not undertake any building works within or about or relating to an Owner's Lot except in accordance with the following requirements:

- a. works are only to be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies of which have been given to the Owners Corporation Manager or their representative and then strictly in accordance with those permits, approvals and consents and any conditions thereof; and
- b. works must be undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from building operations to other Lot Owners and Occupiers.

13.2 CONDITIONS



- a. An Owner or Occupier of a Lot must not proceed with any such works until the Owner or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and the Owner or Occupier receives written approval for those works from the Owners Corporation.
- c. The Owner or Occupier of a Lot must ensure that:
 - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work; and
 - (ii) the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- d. The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants, agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same.
- e. The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which is caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of same to the Owner.
- f. The Owner or Occupier of a Lot must not arrange for tradespersons (except in emergencies) or any nature or kind to carry out works except during normal working hours 8.00am to 5.00pm Monday to Friday and there will be no work done by tradespeople on weekends or public holidays at all.
- g. The Owner or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.



- h. The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licenses or invitees.

14. SIGNAGE

An Owner must not, and must ensure that the Occupier of its Lot does not: -

- a. permit any placard, advertisement or signage in or upon the Owner's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- b. permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation; and
- c. erect any signage, advertising, directory board or other attachment to the exterior façade of the Building at all without prior approval of the Owners Corporation.
- d. Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant the Developer the right to erect signs on the Common Property

15. NOTIFICATION OF DEFECTS

An Owner or Occupier must notify Building Management as soon as it becomes aware of any damage to or defect in:

- a. the Common Property or any personal property of the Owners Corporation; or
- b. any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

16. DAMAGE, REPAIRS AND MAINTENANCE

16.1 DAMAGE AND CLEANLINESS

- a. Owners and Occupiers must promptly notify Building Management if they become aware of any damage to or uncleanness of Common Property.

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- b. Cans, bottles and similar rubbish must not be left in Common Property. If Common Property must be cleaned by Building Management after use by an Owner or an Occupier or their invitees, a cleaning fee may be charged by the Owners Corporation to the relevant Owner.
- c. Owners and Occupiers must not mark, paint or otherwise damage or deface any part of the Common Property.

16.2 DAMAGE REPAIRS AND MAINTENANCE

An Owner or Occupier of a Lot must not:-

- a. damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Owner or tenants, invitees, servants or their invitees of any of the Lots, the Owners Corporation will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Owner of the Lot;
- b. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- c. interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- d. store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Building may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- e. interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- f. modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- g. install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. i.e. being fire retardant and of a colour approved by the Owners Corporation.

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An Owner or Occupier of a Lot must:-

- h. grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given twenty-four (36) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
- i. ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
- j. ensure that the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- k. ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- l. ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another Lot or within Common Property; and
- m. ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

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

- a. The Owners Corporation will charge penalty interest at the rate of interest payable under section 2 of the Penalty Interest Rates Act 1983;
- b. The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;
- c. The Owner of a Lot must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Owner will become liable to the Owners Corporation for the amount charged.



- d. The Owner of a Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.

18. OWNER DETAILS

- a. An Owner who sells a Lot must advise the Owners Corporation of the name and address of the new Owner within one month of the completion of the contract.
- b. A party who acquires a Lot must advise the Owners Corporation of their name and address and mobile phone number and email address within one month of the completion of contract.
- c. An Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Owner's alternative mailing address for service of notices and any changes to it as soon as possible.
- d. An Owner must provide to the Owners Corporation a street address, mobile phone number and email address for correspondence purposes. PO Box addresses will not be accepted.

19. SECURITY

19.1 GENERAL

An Owner or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the security or safety of the Common Property or any person in or about the Building

19.2 SECURITY KEY

- a. The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot;
- b. An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed;
- c. Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.



- d. Owners and Occupiers must not without written consent from Building Management 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.
- e. Owners and Occupiers must promptly notify Building Management if their Security Key is lost or destroyed.
- f. Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or Owner's agent.
- g. The number of Security Keys may be restricted for a Lot, in the absolute discretion of the Owners Corporation

20. SUPPORT AND PROVISION OF SERVICES

- a. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to its Lot or the Common Property so that:
 - (i) any support or shelter provided by its Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - (ii) the structural and functional integrity of any part of the Lot or Common Property is impaired; or
 - (iii) the passage or provision of services through the Lot or the Common Property is interfered with.
- b. Owners and Occupiers must not install a safe or any item in excess of 100kg in a Lot without the written consent of the Owners Corporation Manager and as part of the application for consent submitting to the Owners Corporation Manager a structural engineering report in respect of the proposed installation.
- c. Owners acknowledge and agree that the Owners Corporation may share amongst its Owners the costs of supply and maintenance of any gas facility or power facility required for heating or air-conditioning the Common Property or the Lots. Where Lots or the Common Property are not separately metered in relation to any service, including without limitation, gas, electricity and/or water, Building caretaking, cleaning and maintenance services then the Owner will pay a share of the relevant costs of that service provided that the Owner's share is calculated by one of the following methods as determined by the Owners Corporation Manager:
 - (i) a proportional rate by dividing unit liability of that lot by the total unit liability of all lots serviced jointly; or
 - (ii) a share of the cost of the service or charge which the Owners Corporation Manager (acting reasonably) considers to be fair and equitable in the circumstances.

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21. RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS

The following conditions apply to the use of the Retail/ Commercial Lots by all parties and must be observed by an Owner or Occupier of a Retail/ Commercial Lot and persons under their control:

- a. all Retail/ Commercial Lots must be maintained in a pristine condition at all times;
- b. no signage, advertising, posters or other will be allowed to be affixed facing internal corridors;
- c. all Retail/ Commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- d. no signage will be allowed on the exterior face at all unless approved in accordance with Rule 14;
- e. Retail/ Commercial Lots will be responsible for their own rubbish disposal;
- f. an Owner, Occupier or invitee of a Retail/ Commercial Lots Lot must not at any time egress through the entrance to the Building with any food or beverage items relevant to the business conducted on the Retail Lot;
- g. An Owner or Occupier of a Retail/ Commercial Lots Lot will be responsible for all costs associated with the cleaning, waste management, repairs and maintenance of the Retail/ Commercial Lots Lot.
- h. An Owner or Occupier of a Retail Lot requires an ordinary resolution by the Owners Corporation at an Annual General Meeting in order to apply for a liquor license.
- i. The member or occupier of any lot used as a restaurant, cafe or for other commercial purposes must
 - (i) Take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation;
 - (ii) Bring their bins in at a time nominated by the Owners Corporation;
 - (iii) Avoid unnecessary noise when filling bins and ensure contractors pick up the contents in the bin at a time nominated by the Owners Corporation;
 - (iv) Ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - (v) Ensure all cardboard and paper waste is cut up or folded and neatly placed in the recycling area;
 - (vi) 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 all bins, bottles, cardboard/paper and any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;

- (vii) Wash bins only within the lot, excluding car spaces;
- (viii) Comply with all health, noise and other regulations in carrying on the business from the lot;
- (ix) Ensure that any mechanical fluing is charcoaled filtered or equivalent;
- (x) Restrict all deliveries to occur only between 7:00am and 6:00pm daily;
- (xi) Not permit electronic gambling machines
- (xii) Make all reasonable attempts to address / treat any odours that emanate from the lot;
- (xiii) Ensure that all wall, floor and ceiling treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved;
- (xiv) Not operate outside of hours pursuant to what is approved by council;
- (xv) Comply with these rules,

Nothing in these rules prevent or prohibits any member or occupier of a 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 of such lot may apply for while the proprietor or owner of any such commercial lot;

- Operates lawfully
- Obtains each and every permit, liquor licence or other consent required; and
- Operates within the terms of any such liquor licence, permit or consent.

The proprietor or operator of any retail or commercial is responsible for the costs associated with cleaning, repairing and maintain any such lot and ensuring that the area surround such lot is kept in a neat and tidy condition

22. RECOVERY OF EXPENDITURE

Where the Owners Corporation expends money to make good the loss and/or damage caused by a breach of the Act, its regulations or of these Rules, including without limitation administrative and management costs, legal costs and the costs of any services or works incurred as a result of, arising from and/or for the rectification of the breach by Owners of Lots or Occupiers or invitees, servants, employees, agents, children, or licensees of such Owners of Lots, the amount so expended will be a charge on the Lot and the Owners Corporation will be entitled to recover the amount as a debt due in an action in VCAT or any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

23. INSURANCE

- a. The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and



electrical fittings and appliances which are not built into the Lot and which can be removed.

- b. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace.
- c. Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- d. If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- e. It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- f. Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.
- g. An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

24. LEASED LOTS

To ensure that the living standards, safety and security of the Building are maintained by and for all Owners and Occupiers, these Rules and any Guidelines, in addition to all others, will apply in regard to leasing or occupancy of lots by non-Owners:

- a. an Owner or Occupier may not lease, sub-lease, licence, grant or renew any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months without first obtaining the written approval of the Owners Corporation Manager to that occupancy;
- b. an Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence;
- c. without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-Owners;

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- d. in order to maintain currency of occupancy records, the Owner or the Owner's agent, must notify Building Management in advance of:
 - (i) full details of new leaseholders or other changes of occupancy; and
 - (ii) details of the expected term of each occupancy;
- e. an Owner of a Lot, which is subject to a lease or licence agreement must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee; and
- f. an Owner or Occupier must not permit any placard, advertisement or signage (including relating to the sale or lease of a Lot) in or upon its Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.

25. COMPLIANCE

- a. Owners and Occupiers must ensure that their invitees comply with these Rules.
- b. Any Owner of a lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any invitees of that lessee or licensee complies with these rules
- c. Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- d. Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- e. Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as it deems appropriate from time to time.
- f. An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees



- g. An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning, etc) deemed necessary in the Owners Corporation Manager's absolute discretion as a result of the acts, omission, or behaviour of that Owner or the Owner's lessees, licensees or invitees including but not limited to additional time spent by the Owners Corporation or Building Management as result of such act, omission or behaviour.
- h. An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.
- i. Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation and the Owners Corporation Manager in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation or Owners Corporation Manager may suffer, sustain or incur as a result of any breach by the Owner or the Owner's lessee or licensee (or any of their agents, contractors, workers and invitees) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- j. The Owners Corporation will in addition to any legal proceeding be able to charge an Owner penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983

26. OWNERS CORPORATION FEES

- a. The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid either quarterly, half-yearly or annually in advance as determined by the Owners Corporation by each Owner according to their unit entitlement and unit liability on or before the due date.
- b. Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- c. If any fees remain outstanding after the date specified for their payment, the Owners Corporation may charge interest on such fees at the rate set by the Penalty Interest Rates Act 1983.
- d. The Owners Corporation may also impose additional reasonable fees on an Owner for any additional reasonable costs incurred by the Owners Corporation as a result of the breach of these rules caused by an Owner, or Occupier. These additional fees are to be paid within 28 days of being levied



against the Owner or Occupier. The Owner will be liable to pay these additional fees as an Owner is responsible and liable for the conduct of its Occupier or Invitees

27. COMPLIANCE WITH RULES BY INVITEES

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is 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
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

30. SPECIAL RULES FOR THE DEVELOPER

- a. A Member or Occupier must not hinder or impede Burbank from exercising its rights under any agreement entered into under this Rule 30.
- b. Notwithstanding anything to the contrary herein contained, so long as Burbank is a Member or Occupier or for so long as any mortgagee or charge of Burbank has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Burbank 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 Burbank or its associated entity or 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 comprised in the Development.

- c. Burbank, its mortgagees or chargees shall be and are by this Rule, authorised 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; and
 - (ii) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (iii) Exclude all and any Members 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; and
 - (iv) Erect for sale promotional advertising or other signs as Burbank may require on any part of the Common Property; and
 - (v) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Burbank or its mortgagee or chargee thinks fit; and
 - (vi) Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) 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.
 - (viii) Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of
 - (a) providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
 - (b) enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building;
 - (c) Burbank reporting under any environmental monitoring schemes including any carbon emissions scheme;
 - (d) Burbank improving the operational performance of the Building and future building design in Dandenong;
 - (e) billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.

Burbank agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this clause 30 c viii or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in clause 30 c viii (a)-(e).

- d. The Owners Corporation will, within 7 days of being requested by Burbank or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Burbank or its mortgagee or chargee to complete the Development.



31. DEFINITIONS

In these Rules:

- (a) **"Act"** means the Owners Corporations Act 2006 or any amended version;
- (b) **"Apartment Lot"** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **"Amenities"** means the Garden and BBQ areas which are comprised in Owners Corporation No 2 and No 3
- (d) **"Building"** means the building constructed on the Land;
- (e) **"Building Management"** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;
- (g) **Car Park Lot** means Lots B1 – B121, C1-C10, G1-G63, P1-P5 or the car park of each lot;
- (h) **"Common Property"** means any Common Property described on the Plan of Subdivision;
- (i) **Developer** means the Developer of the project, Burbank
- (j) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (k) **"Development"** means all the land and improvements comprised in Plan of Subdivision No P.S. 645691V and known as 51-67 Hornsby Street, Dandenong, VIC 3175
- (l) **"Guidelines"** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (m) **"Land"** means the whole of the land described in the Plan

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- (n) **"Lot"** or **"Lots"** means a Lot or Lots on the Plan of Subdivision;
- (o) **"Manager"** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (p) **"Model Rules"** means the model rules prescribed by the Owners Corporations Act 2006 ~~from time to time as attached in Annexure A;~~ 
- (q) **Motor Vehicle** means a motor vehicle:
 - a. with a tare weight of not more than 2 tonnes; and
 - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (r) **"Occupier"** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (s) **"Owner"** means a registered owner of a Lot ;
- (t) **"Owners Corporation"** means Owners Corporation No 1 No 2 No 3 No 4 on Plan No 645691V, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (u) **"Owners Corporation Committee"** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (v) **"Owners Corporation Manager"** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (w) **"Plan"** or **"Plan of Subdivision"** means Plan of Subdivision No 645691V;
- (x) **"Regulations"** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (y) **Retail Lot OR Commercial Lot** means Lot No: 31, 32, 33, 41, 42, 43;
- (z) **"Rules"** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (aa) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks; and

- (bb) "Storage Lot" means the storage cage of each lot
- (cc) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of the Building.
- (dd) 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 those Rules in respect of the party or parties to who they are given.



Victorian Statewide Cladding Audit

Outcome

Thursday, 23 December 2021

Bluestone Owners Corp Management
Tahlia Mullans
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004

By email only: info@bluestoneocm.com.au

Dear Tahlia,

80 Cheltenham Road Dandenong

- **Building A – Bld-00029404**
- **Building B – Bld-00029405**
- **Building C – Bld-00029402**
- **Building D – Bld-00029403**

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding - such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene/polymer core.

Inspection results

As part of the audit, an inspection was carried out on the above buildings. The inspection identified that the buildings are out of scope of the Victorian Statewide Cladding Audit and do not require further review by an Expert Panel of building and fire safety experts.

These buildings were ruled out-of-scope for the following reason/s:

- The building does not have combustible cladding (expanded polystyrene or aluminium composite panels with a polyethylene or polymer core).

Please update occupants and owners about the findings of the inspection. The VBA suggests that this letter is distributed to occupants and owners and displayed in the common areas of the building.

We also ask that you to include this letter on Section 32 statements and owner's corporation certificates if apartments in this building are advertised for sale.

Your responsibility

It is the responsibility of building owners to ensure that all essential safety measures (*sprinklers, fire hydrants, fire extinguishers, smoke alarms, emergency exit signage, fire doors, sprinklers*) are maintained in a fully operational manner. Maintenance records must be updated and be available for inspection if requested.

It's also a good time to review the fire safety practices for the building.

We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Remind occupants to be mindful of common ignition sources such as barbecues, heaters and cigarettes, particularly on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. Ensure all occupants know the building's evacuation plan and fire safety procedures.
6. Making building fire safety an ongoing discussion with occupants.

Please discuss any fire safety concerns with the following authorities:

1. City of Greater Dandenong Building Department on 03 8571 1000
2. Fire Rescue Victoria frv.vic.gov.au.

In the event of a fire, occupants should call 000 immediately.

Thank you for your assistance. If you have any further questions, please don't hesitate to contact us via return email.

Yours sincerely,



Katherine Kolar
Team Leader, Cladding Operations

Model Rules for an Owners Corporation

Owners Corporation Regulations 2018
Schedule 2—Model rules for an owners corporation Regulation 11
Authorised Version incorporating amendments as at 1 December 2021

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

(3) Sub rule (2) does not apply if the concession or rebate –

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

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

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

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

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation. Example If the change of use results in a hazardous activity being carried out on lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1190148

APPLICANT'S NAME & ADDRESS

CINDY CONVEYANCING PTY LTD C/- LANDATA
DOCKLANDS

VENDOR

CACCIA, ANNA MARIA

PURCHASER

FOR INFORMATION PURPOSES

REFERENCE

25.3963

This certificate is issued for:

LOT 112 PLAN PS645691 ALSO KNOWN AS 112/80 CHELTENHAM ROAD DANDENONG
GREATER DANDENONG CITY

The land is covered by the:

GREATER DANDENONG PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

17 October 2025

Sonya Kilkenny
Minister for Planning

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.

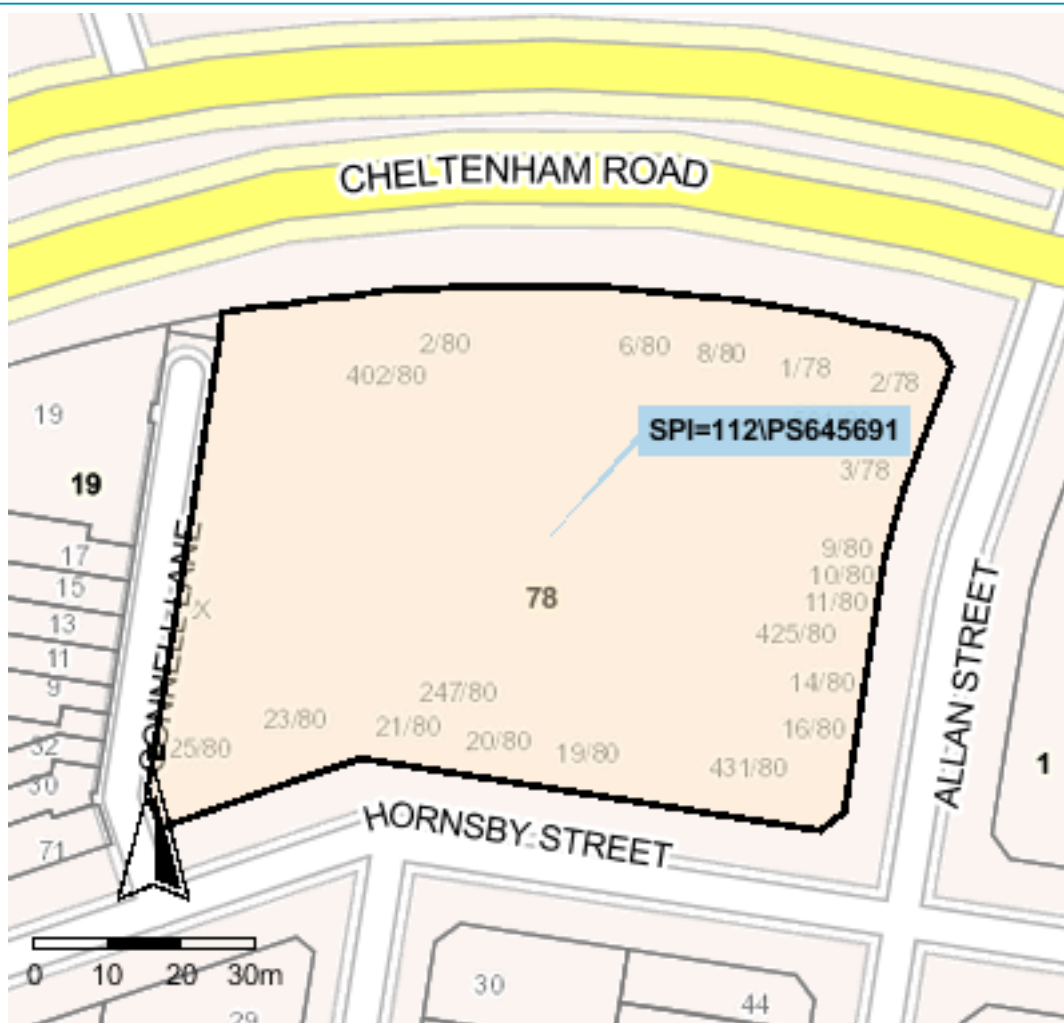
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 03 November 2025 04:23 PM

PROPERTY DETAILS

Address: **112/80 CHELTENHAM ROAD DANDENONG 3175**

Lot and Plan Number: **Lot 112 PS645691**

Standard Parcel Identifier (SPI): **112\PS645691**

Local Government Area (Council): **GREATER DANDENONG**

Council Property Number: **484550**

Planning Scheme: **Greater Dandenong**

Directory Reference: **Melway 90 B8**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**

Aboriginal Corporation

Fire Authority: **Fire Rescue Victoria & Country**

Fire Authority

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



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

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

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

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



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 31 October 2025.

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.vic.gov.au/vicplan/>

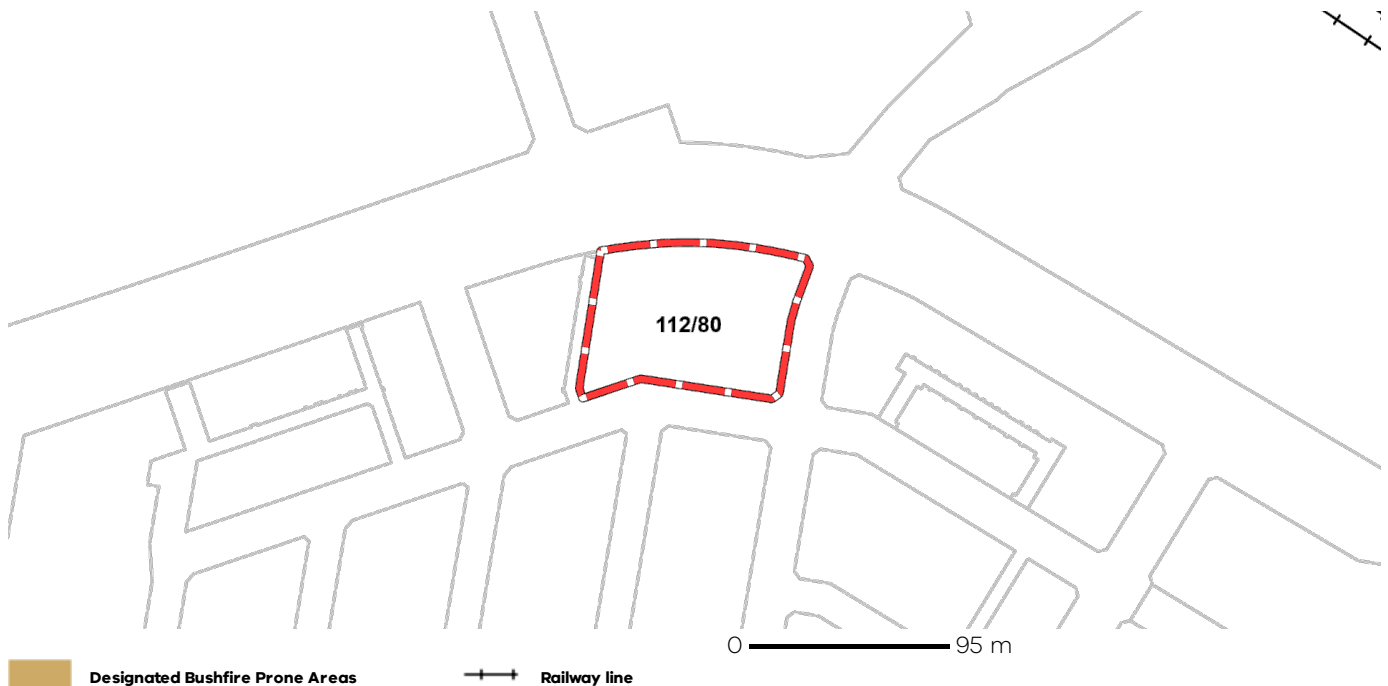
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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

PROPERTY REPORT

Created at 03 November 2025 04:23 PM

PROPERTY DETAILS

Address: **112/80 CHELTENHAM ROAD DANDENONG 3175**

Lot and Plan Number: **Lot 112 PS645691**

Standard Parcel Identifier (SPI): **112\PS645691**

Local Government Area (Council): **GREATER DANDENONG**

Council Property Number: **484550**

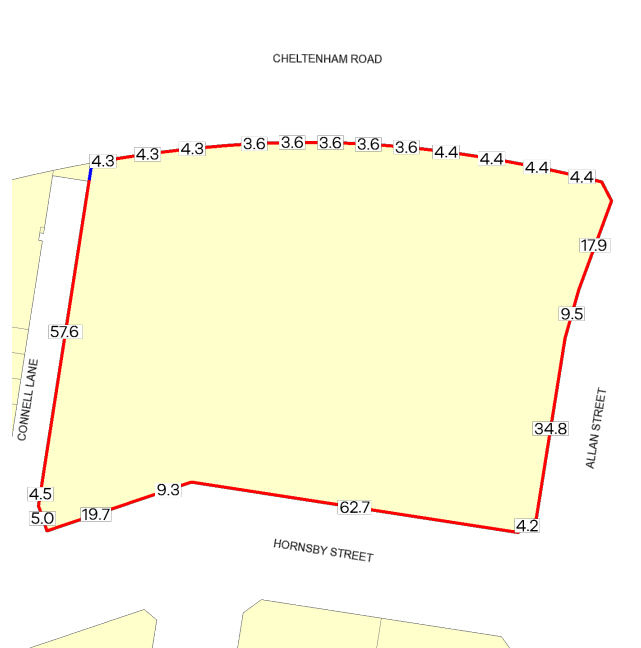
Directory Reference: **Melway 90 B8**

www.greaterdandenong.com

Note: There are 243 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 6454 sq. m

Perimeter: 330 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.

15 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: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

PLANNING INFORMATION

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

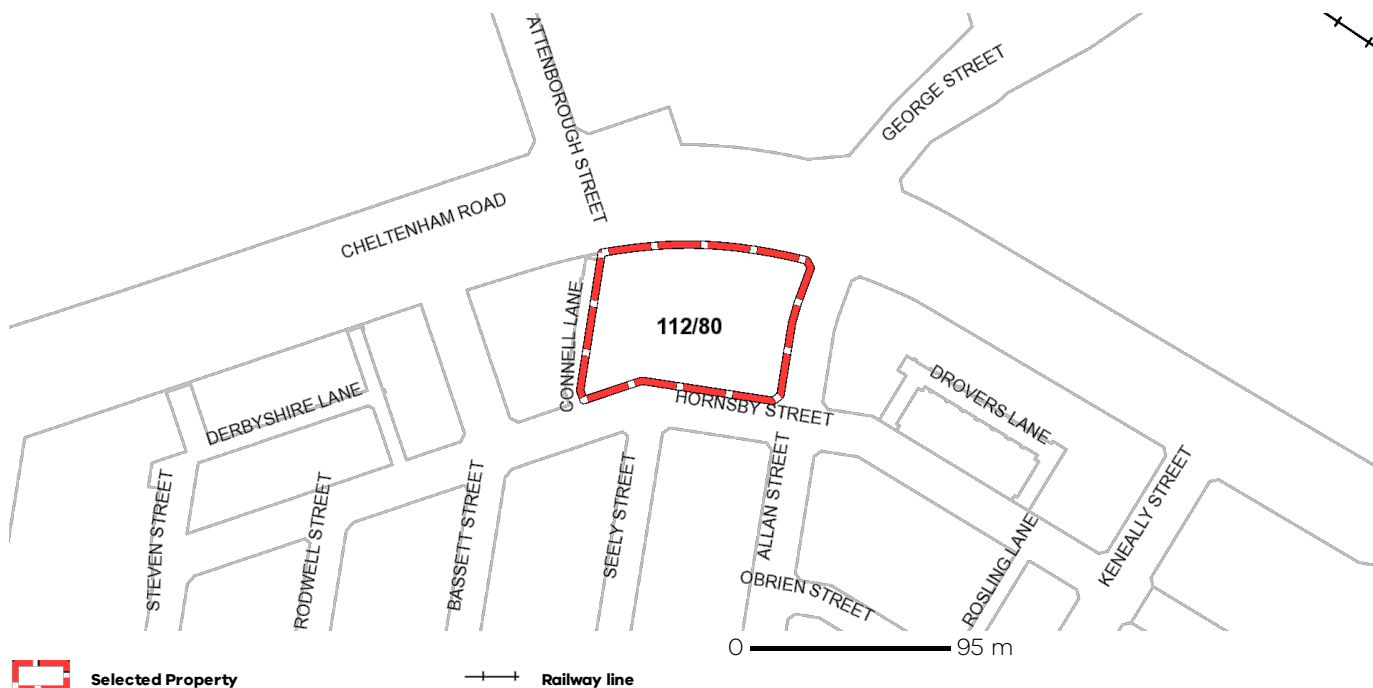
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map





RayWhite

Form 1 | Residential Rental Agreement

112/80 Cheltenham Road, Dandenong VIC 3175

Ray White Frankston
36 Playne St, Frankston VIC 3199
(03) 9781 2111

Georgia Campbell
0450 929 756
georgia.campbell@raywhite.com

Daniel Bellino - 207/17 Loranne Street, Bentleigh 3204

This rental agreement is between the Residential Rental Provider (RENTAL PROVIDER) and the Renter (RENTER) listed on this Form 1 Rental Agreement.

Part A - General Terms

1. Date of agreement

Date 31 August 2023

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

2. Premises let by the Rental Provider

Address 112/80 Cheltenham Road, Dandenong VIC 3175

Including all chattels, fittings and fixtures of a permanent nature as described in the Condition Report (Form 2) provided at the commencement of the rental agreement.

3. Rental Provider/s

Name A. Caccia
Rental Provider Details C/O Ray White Frankston
36 Playne Street, Frankston, VIC, 3199
Phone 03 9781 2111

Rental Provider Agent Details

Name Ray White Frankston
ACN 639 013 004
Address 36 Playne Street, Frankston, VIC, 3199
Phone 03 9781 2111
Email rentals.frankston.vic@raywhite.com

Note: The RENTAL PROVIDER must notify the RENTER within seven (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:

Renter 1 Daniel Bellino - 207/17 Loranne Street, Bentleigh 3204

5. Length of the agreement

Fixed term agreement

Term 12 months
Start Date 04 September 2023
End Date 03 September 2024

6. Rent

Amount \$1,521.00
To be paid per calendar month
Day rent is to be paid 4th of every month

7. Bond

The RENTER has been asked to pay the bond specified below.

The maximum bond is one (1) months' rent (unless the rent is more than \$900 per week). In some cases, the RENTAL PROVIDER may ask the Victorian Civil & 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 ten (10) business days after receiving the payment. The RTBA will send the RENTER a receipt for the bond.

If the RENTER does not receive a receipt within fifteen(15) business days of paying the bond, they can email the RTBA atrta@justice.vic.gov.au or call the RTBA at 1300 13 64.

Bond Amount \$1,521.00
Bond Payment Due 04 September 2023

Part B - Standard Terms

8. Rental providers' preferred method of 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.

Available Payment Methods

- ☒ BPay
☒ Direct Debit (free option)
☒ Centrepay (\$0.99 per transaction, cost to RENTAL PROVIDER)

Payment details will be provided to the RENTER prior to the commencement of their rental agreement.

9. Service of notices and other documents by electronic means

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 RENTAL PROVIDER and RENTER must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The RENTAL PROVIDER and RENTER must immediately notify the other party in writing if their contact details change.

(1) Does the RENTAL PROVIDER agree to Yes
the service of notices and other
documents by electronic methods such
as email?

(2) Does the RENTER/S agree to the Yes [Daniel Bellino - 207/17 Loranne Street, Bentleigh 3204]
service of notices and other documents
by electronic methods such as email?

Renter's Email address dbellino92@gmail.com [Daniel Bellino - 207/17 Loranne Street, Bentleigh 3204]

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.

In the event of an urgent repair during business hours, you should contact your property manager immediately on 03 9781 2111. After standard business hours please email afterhours.frankston@raywhite.com for instructions on how to contact relevant trades to assist you. Should your RENTAL PROVIDER have preferred trades, their details will be listed below in this agreement:

Plumbing	Zac, Copper Fox Plumbing - 0478 646 883
Electrician	Tom, S&R Electrical Services - 0423 912 131
Locksmith	Ciro, New Age Locksmith - 0434 411 992
Heating & Cooling	Gavin, Black Ice Heating & Cooling - 0413 712 043
Flood Restoration	Danny, Metro Carpet Cleaning - 0407550 297
Storm Damage	SES - 132 500
Other	

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

Do owners corporation rules apply to the premises? Yes

13. Condition Report

The RENTER must be given two (2) copies of the condition report (or one emailed copy) on or before the date the RENTER moves into the rented premises.

The condition report will be provided to the RENTER on or before the date the agreement starts.

The RENTER has five (5) business days to review the Condition Report in its entirety and make any applicable amendments. Should the Condition Report not be returned within the required five (5) business days, the report provided at the commencement of the tenancy will be the one used at the Exit Condition Report.

Part C - Safety Related Activities

14. Electrical safety checks

(a) The RENTAL PROVIDER must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the RENTER with the date of the most recent safety check, in writing, on request of the RENTER.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 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 checks

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 that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter 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 2 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 checks

(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's 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.

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 about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about 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.

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

17. Swimming pool barrier safety checks

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

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

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, on the rented premises.

- (a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
- (b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool. Authorised by the Chief Parliamentary Counsel Schedule 1-Forms Residential Tenancies Regulations 2021 S.R. No. 3/2021 64 Note: Regulations made under Building Act 1993 apply to any person erecting a relocatable swimming pool.

Clauses 17 and 18 with reference to swimming pool safety-related activity only applies to swimming pools or spas that 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.

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.

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 RENTER'S and RENTAL PROVIDER'S under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

20. Use of the premises

The RENTER -

- is entitled to quiet enjoyment of the premises. The RENTAL PROVIDER may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- 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; and
- must keep the premises reasonably clean.

21. Condition of the premises

The RENTAL PROVIDER -

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the RENTER moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- 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 otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The RENTER-

- may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonably refused consent for a modification mentioned in the Act; and
- 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 consumer.vic.gov.au/renting.

23. Locks

The RENTAL PROVIDER must ensure the premises-

- has locks to secure all windows capable of having a lock; and Authorised by the Chief Parliamentary Counsel Schedule 1-Forms Residential Tenancies Regulations 2021 S.R. No. 3/2021 66
- 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
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. Repairs

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

25. 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 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 the RENTER has 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 \$2500.

The RENTER may apply to VCAT for an order requiring the RENTAL PROVIDER to carry out urgent repairs if-

- (a) the RENTER cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the RENTAL PROVIDER refuses to pay the cost of repairs if it is carried out by the RENTER.

26. Non urgent repairs

The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

The RENTAL PROVIDER must carry out non-urgent repairs in a reasonable time. The RENTER may 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.

27. 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 sub-lets the premises without consent.

The RENTAL PROVIDER -

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

In the event of the RENTER being approved to sub-let the property by the RENTAL PROVIDER, the head RENTER accepts all legal responsibility for the execution and performance of this rental agreement and indemnifies the RENTAL PROVIDER against any damage, malicious or otherwise at the rented premises for the term of the tenancy.

28. Rent

The RENTAL PROVIDER must give the RENTER at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The RENTAL PROVIDER must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The RENTAL PROVIDER may enter the premises-

- at any time, if the RENTER has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the agreement terminated because of family violence or personal violence.

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.

30. Pets

The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises using the prescribed form. RENTAL PROVIDER'S then have fourteen (14) days to assess the suitability of the pet at the rented premises and does reserve the right to apply to VCAT for a determination if consent is not provided.

The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

Part E - Additional Terms

31. Cleanliness of the premises

(a) The RENTAL PROVIDER shall ensure that the rented premises is in a reasonably clean condition on the day this rental agreement commences. The RENTER agrees they shall keep the rented premises reasonably clean and undamaged during the term of this agreement.

32. Use of the premises

(a) The RENTER shall not allow the rented premises to be used for any illegal purpose.

(b) The RENTER shall not use the rented premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring properties.

(c) The RENTAL PROVIDER will take all reasonable steps to ensure the RENTER has quiet enjoyment of the rented premises throughout the duration of the tenancy.

(d) The RENTER will not assign or sublet whole or any part of the rented premises without first obtaining the written consent of the RENTAL PROVIDER. The RENTAL PROVIDER will not unreasonably withhold consent for any requests made by the RENTER in this instance. Without limiting any other provision of this Lease, the RENTER acknowledges and agrees that it is prohibited from leasing, sub-leasing, licensing or otherwise parting with possession of the Property for short-term stays (including, without limitation, via AirBNB, Roomorama, Couchsurfing, Gumtree, Flatmate finder, notice boards, social media, newspapers &/or other similar websites).

(e) The RENTER shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purposes other than for which they are intended.

(f) The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health Department and returned to its allotted place.

(g) The RENTER shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

(h) The RENTER shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

(i) The RENTER shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

(j) The RENTER shall at the RENTER'S expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

(k) The RENTER agrees to fully and regularly maintain the garden area, to water trees and shrubs, to mow the lawn and to remove all garden rubbish from the property in accordance with any relevant water restrictions as set out by the relevant water authority.

(l) The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their original condition forthwith.

(m) The RENTER hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split system air conditioners, range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime, grease and/or dust. Furthermore, all rooms to be regularly ventilated to avoid the presence and/or buildup of mould. Any mould that does not pertain to the building structure or a building defect should be cleaned and treated with an appropriate cleaning agent as soon as it appears and Ray White Frankston should be notified in writing.

33. Damage or misuse of the premises

(a) The RENTER will take all reasonable steps to ensure the rented premises are not damaged throughout the term of this agreement, caused by the failure to ensure due care is applied. The RENTER and the RENTERS visitors may find themselves liable for damages or repairs to the rented premises or common areas where restoration or repairs are required, as a result of misuse or malicious damage.

(b) The RENTER will notify Ray White Frankston immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Act 1983.

(c) The RENTER agrees to pay for all glass broken or cracked during the tenancy.

(d) The RENTER agreed to clear at their expense, all blockages to drains, sewer fittings and sink disposal units which may occur during the tenancy through other than natural causes or fair wear and tear.

(e) The RENTER agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.

(f) The RENTER agrees to refrain from ironing on the floor as any subsequent burns to floor coverings must be rectified at the RENTER expense.

(g) The RENTER hereby agrees that the interior of the property is strictly non-smoking. Smoking may be permitted outside however the RENTERS must take all precautions to ensure that all doors and windows are closed to prevent smoke entering the premises.

This policy is in effect desire to mitigate:

- The increased maintenance, cleaning, and redecorating costs from smoking; and
- The increased risk of fire from smoking.

Any RENTER found to be smoking inside the premises will be responsible for all costs including but not limited to the deodorising, repainting of any walls and ceilings and cleaning. This may also include the replacement of any carpets or fabric blinds or curtains which are also smoke affected.

(h) The RENTER agrees to protect any polished floors or timber surfaces with protective padding on the bottom of all furniture to prevent damage or scratching to the varnished surfaces and will restore any damage that may be incurred as a result of failing to adequately protect the floors from furniture.

(i) The RENTER agrees to protect any carpeted areas with a protective floor mat from desk chairs and wheels that may otherwise damage or mark the carpeted area when using a room as a study or work-from-home space. The RENTER agrees that any loss or damage incurred as a result of failing to protect the carpet will not be considered wear and tear and will be liable for replacement or restoration.

(j) The RENTER agrees that the RENTAL PROVIDER may employ a methamphetamine inspector during the tenancy to conduct a test for methamphetamine being present at the premises during the tenancy. Notice in accordance with the Act is required by the RENTAL PROVIDER to the RENTER of this inspection.

34. Request to make modifications

(a) The RENTER shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the RENTAL PROVIDER where the building material is concrete or of brick construction. A RENTAL PROVIDER cannot unreasonably withhold consent for a request for a RENTER to make minor modifications as described in Part D of this agreement.

A request to make a modification to the rented premises must be submitted in writing to Ray White Frankston.

(b) In relation to Swimming Pools & Spas, the RENTER agrees that they will not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) on the property without the express written consent of the RENTAL PROVIDER. The RENTER also agrees that should this permission be granted, it will be conditional upon the RENTER obtaining and providing evidence to Ray White Frankston of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

35. Keys

(a) The RENTER acknowledges it is the RENTERS responsibility to ensure the return of all sets of keys to Ray White Frankston upon the termination of this rental agreement. The RENTER understands that rent will be due and payable until such time as possession is relinquished to Ray White Frankston.

(b) Ray White Frankston does not guarantee that a spare set of keys will be available to the RENTER at our office, however if a set is held, keys can be collected from our office at 36 Playne Street, Frankston during business hours only. After hours requests for keys cannot be accommodated and the RENTER will need to engage a locksmith to attend at their own cost.

(c) Any costs incurred in the event of RENTER'S losing keys, replacement of lost keys, and additional keys to Ray White Frankston will be the responsibility of the RENTER. The RENTER also agrees they will not alter, damage or fit new or additional door locks without express written consent from the RENTAL PROVIDER or Ray White Frankston.

36. Business from rented premises

(a) The RENTER shall not use the premises for any purpose other than for residential purposes without the written consent of the RENTAL PROVIDER. The RENTER will not run any business from the property and may face fines for this conduct from the relevant council for any relevant breaches to their bylaws.

37. Payment of rent

(a) The RENTER acknowledges that pursuant to section 428 of the Residential Tenancies Act, the RENTER shall not refuse to pay rent on the ground that the RENTER intends to regard as rent paid by the RENTER, the Security Deposit, or any part of the Security Deposit paid in respect of the premises. The RENTER acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty of \$1,000.

38. Zero tolerance for late payment of rent

The RENTER understands that over the course of the ongoing tenancy, it is expected that all rent payments are received by Ray White Frankston, in full and on time every month. Ray White Frankston has a zero tolerance policy around tardy rental payments and failure to abide by this clause could jeopardise your ongoing tenancy. Continued late or partial payments will not be tolerated and it is expected that rent is made a priority without exception throughout your tenancy.

(a) Your RENTAL PROVIDER has a mortgage on the property that is due and payable every month. When you don't pay your rent in accordance with your tenancy agreement, your RENTAL PROVIDER is still liable to pay their mortgage. The banks are not lenient with late rent payments and neither are we.

(b) It is expected that your rent is always one full calendar month's rent in advance at all times. Rental payment will be debited a minimum three (3) business days prior to your due date to account for weekend or public holiday clearance times. This is to ensure that your rent is receipted on or before your due date to comply with your obligations under the Residential Tenancy Agreement.

(c) If you believe you are going to be late or unable to pay the full calendar month's rent by your due date, you must notify Ray White Frankston in writing a minimum of 48 hours prior to your rent falling due. This will allow us to notify your RENTAL PROVIDER so they can make allowances to ensure that the mortgage can be covered. If you cannot make the full payment then we would expect that some money is paid towards the rent. You may be able to seek assistance from friends, family members, employer or your bank.

(d) If you are suffering financial hardship throughout your tenancy, you are encouraged to contact the following organisations who may be able to assist you with a loan, one off hardship payment or assistance to find alternate accommodation:

- WAYYS Frankston, 24 Fairway Street, Frankston - 03 9770 2867

- Salvation Army, 17 Thompson Street, Frankston - 03 9770 2549

- Centrelink, 20 Davey Street, Frankston - 13 62 40

(e) If we are not notified, our policy is to follow up late payments daily until payment is received in full.

(f) All outstanding debts will be pursued by the RENTAL PROVIDER and this may result in a formal debt being lodged with the Magistrates Court and a lodgement on the National Tenancy Database.

39. Repairs and maintenance

(a) If a tradesperson is required to attend the property to attend to maintenance the RENTER agrees to provide access either personally or through arrangements with our office, (this appointment will be scheduled between 8am and 5pm Monday to Friday) if the RENTER fails to keep the appointment time, or cancels the appointment within 24 hours' notice, the RENTER will pay the service call to tradesperson.

(b) If an appointment has been made and the tradesperson does not arrive at the agreed time, the RENTER will make every effort to contact the tradesperson. If the tradesperson is not contactable, please contact the office on 03 9781 2111.

(c) The RENTER acknowledges that if an urgent repair is reported, access to the property will be required on the day the report has been made. If failure to report urgent maintenance or allow access results in further damage to the property, the RENTER may be liable for cost of repairs.

(d) Should the RENTER authorise maintenance or repairs, which are not considered an emergency (As defined in your Rights and Duties Booklet) or follow Ray White Frankston's due process for reporting of maintenance, the RENTERS will be fully responsible for the cost of the repair.

(e) If a tradesperson carries out any repair work that has been caused by the RENTER negligence then the cost of such repair will be paid by the RENTER.

40. Breaking the rental agreement

- (a) The RENTER understands and agrees that if the RENTER vacates the premises prior to the expiration of this Lease Agreement that the RENTER is responsible for the following:
- (i) Immediately inform their property manager of their desire to do so and ask them to find an acceptable person/persons willing to lease the property.
 - (ii) Reimburse the RENTAL PROVIDER the pro-rata letting fee and NTD checks on any new RENTER/S as approved by the RENTAL PROVIDER and pay pro-rata advertising costs incurred in obtaining a new RENTER.
 - (iii) Continue maintaining the said premises and pay rental in accordance with the lease until the commencement of the following tenancy.
 - (iv) Leave the premises in a clean and undamaged state.
 - (v) The property is leased subject to the RENTAL PROVIDER'S approval and to the present occupant giving up possession.

41. Vacating and reletting the rented premises

- (a) If the RENTER wishes to vacate the premises at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or Ray White Real Estate written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement. If the RENTER remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the RENTER must give written notice of the RENTER'S intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.
- (b) The RENTER shall allow the RENTAL PROVIDER or Ray White Frankston to put on the premises a notice or notices "to let" during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or Ray White Frankston to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this Agreement and permit access to the premises by the RENTAL PROVIDER or Ray White Frankston to present the property to prospective purchasers or RENTER'S upon 24 hours' written notice or by agreement with the RENTER and the RENTAL PROVIDER or Ray White Frankston.

42. Warranty and Obligations

- (a) The RENTER acknowledges that no promises, representations, warranties or undertakings have been given by the RENTAL PROVIDER or Ray White Frankston in relation to the suitability of the premises for the RENTER'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

43. Changes to the standard rental agreement

- (a) In accordance with the provisions of Section 44 of the Residential Tenancies Act the RENTAL PROVIDER may from time to time and at any time, other than within the terms set out in the schedule as the fixed term, increase the rent by giving the RENTER at least 60 days notice of the increase.
- (b) This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Additional terms

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 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

Safe Operation of Smoke Alarms

Renter Conditions to ensure safe operation of Smoke Alarms

The RENTER/S understand the following conditions form a part of their tenancy:

1. Smoke alarms are not to be covered, painted, relocated or removed throughout the tenancy
2. Smoke alarms are to be tested once a month by depressing the test button until an audible alarm will confirm the unit is in operational order
3. Smoke alarms will be kept clean and free of any obstructions at all times
4. If any smoke alarm starts to beep throughout the tenancy, the RENTER/S agree to change the batteries first and if there are any further concerns or the alarm keeps beeping to report this through to their property manager as soon as possible
5. The RENTER/S are aware that tampering with the smoke alarm may make the RENTER/S liable for any repair or replacement costs

6. If there are any concerns about the age, functionality or safe operation of any smoke alarms, the RENTER/S agree to contact Ray White Frankston immediately on 03 9781 2111.

Gardens

The RENTERS agree to maintain the garden which requires weeding of garden beds, mowing of lawns and edges, removal of any green waste and generally keeping it neat and tidy. The RENTERS must also water the garden in accordance with the water restrictions. Photos have been taken at the commencement of the tenancy.

Pre-contractual Disclosure Statement

The RENTERS agree that they have been provided with, reviewed and understand the RENTAL PROVIDERS pre-contractual disclosure statement pertaining to the rented premises prior to signing this rental agreement.

Additional copies of the pre-contractual disclosure statement can be made available at any time throughout the tenancy by request of the AGENT.

Rental minimum standards apply to this tenancy

The RENTAL PROVIDER understands that the rental minimum standards apply in this tenancy. If at any time throughout the tenancy, any repairs required to the following minimum standards are treated as urgent repairs as defined by the Residential Tenancies Act.

The RENTER agrees to report in writing to the AGENT any concerns or repairs required to any of the following minimum standards as soon as they become aware the property does not meet the following requirements:

(a) Locks

The property's external entry doors must have functioning deadlocks or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it is a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door is not directly accessible because there is another type of security barrier, such as a locked door to an apartment building, or a locked gate
- the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

(b) Vermin proof bins

RENTAL PROVIDERS must supply a rubbish bin and a recycling bin for the renter to use. The bins can be provided by the local council or purchased elsewhere, as long as they are vermin proof and meet council collection standards.

(c) Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the Code of practice - Onsite wastewater management at EPA Victoria
- any other system approved by the local council.

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.

(d) Bathroom

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If one cannot be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.

(e) Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stove top in good working order that has two or more burners.

If there is an oven, it needs to be in good working order.

These requirements do not apply if the property is listed in the heritage register at Heritage Council Victoria and has an approved exemption from the standard.

(f) Laundry

If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.

(g) Structural soundness

The property must be structurally sound and weatherproof.

(h) Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.

(i) Electrical safety

From 29 March 2023, all power outlets and lighting circuits in a rental property must be connected to:

- a switchboard type circuit breaker that complies with AS/NZS 3000 for wiring, and
- a switchboard type residual current device that complies with AS/NZS 3190 or AS/NZS 61008.1 or AS/NZS 61009.1.

(j) Window coverings

From 29 March 2022, windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

(k) Windows

All external windows in a rental property that can be opened must be lockable. They must also be able to be left open or closed. If the window can't have a lock fitted, it must have a functioning latch to keep it closed.

(l) Lighting

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room and at night, renters should have access to artificial light.

These requirements do not apply if the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

(m) Ventilation

Rental properties must have adequate ventilation in all rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties.

(n) Heating

Rental properties must have a fixed heater (not portable) in good working order in the main living area. If a fixed heater has not been installed in the main living area by 29 March 2021, the rental provider must install an energy efficient heater.

From 29 March 2023, the heater must also meet energy efficiency standards. This means that if a renter enters into a rental agreement from 29 March 2023, there must be a fixed energy efficient heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2 star or above energy rating
- a gas space heater with a 2 star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area

- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.

In some apartment blocks it may not be practical to install an energy efficient heater - because of owner's corporation rules, or costs, for example.

It may be unreasonable to install an energy efficient heater because:

- it would cost more:

(a) than the average cost of installation

(b) to meet other Acts or local laws

- owners corporation rules prohibit it.

If this is the case, the rental provider must still install a fixed heater in the main living area.

If a RENTAL PROVIDER considers that it would be unreasonable to install an energy efficient fixed heater, they should:

- have evidence to show that it is unreasonable, and

- let the renter know before they enter into a rental agreement.

Owners Corporation Model Rules apply to this tenancy

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
 - (2) The party making the complaint must prepare a written statement in the approved form.
 - (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
 - (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
 - (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
 - (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.
- [X] I hereby acknowledge that I have read and understood the above conditions. (Daniel Bellino - 207/17 Loranne Street, Bentleigh 3204)

Electronic Signatures

Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204

- this is an approved, digital representation of the signature -

Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204

Via mobile 043*****285 - 01 September 2023, 1:00 pm

Email: db*****.com

Georgia Campbell

- this is an approved, digital representation of the signature -

Georgia Campbell

For and on behalf of Ray White Frankston

01 September 2023, 1:58 pm

Email: ge*****.com

Audit trail

31 August 2023, 2:56 pm - Contract is emailed to Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204
01 September 2023, 9:51 am - Reminder emailed to Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204
01 September 2023, 10:04 am - Reminder emailed to Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204
01 September 2023, 1:00 pm - Viewed by Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204, IP: 149.167.150.187
01 September 2023, 1:00 pm - Valid SMS verification code is entered by Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204
01 September 2023, 1:00 pm - Signed by Daniel Bellino - 207/17 Lorraine Street, Bentleigh 3204, IP: 149.167.150.187
01 September 2023, 1:00 pm - Contract is emailed to Georgia Campbell
01 September 2023, 1:58 pm - Signed by Georgia Campbell
01 September 2023, 1:58 pm - The document has been completed.